

**SANRAL**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg.No.1998/009584/30

BUILDING SOUTH AFRICA  
THROUGH BETTER ROADS

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

**CONTRACT SANRAL N.003-110-2022/1**

**MANAGEMENT, OPERATIONS AND  
MAINTENANCE OF THE HEIDELBERG  
TRAFFIC CONTROL CENTRE (HTCC) ON  
NATIONAL ROUTE 3 SECTION 11.**

**PROJECT DOCUMENT**

**OCTOBER 2022**

**TENDER DOCUMENT  
VOLUME 3**

Set sequential number

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

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



**CONTRACT SANRAL N.003-110-2022/1**

**FOR**

**MANAGEMENT, OPERATIONS AND  
MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL  
ROUTE 3 SECTION 11.**

**DOCUMENT TITLE**

**DATE: OCTOBER 2022**

**TENDER DOCUMENT  
VOLUME 3**

THIS DOCUMENT IS ISSUED BY SOUTH AFRICAN NATIONAL ROADS AGENCY  
SOC LIMITED

UNDER THE DIRECTION OF THE REGIONAL MANAGER  
**THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED**  
NORTHERN REGION  
38 IDA STREET  
MENLO PARK  
PRETORIA  
0081

## LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- Volume 1: The FIDIC Conditions of Contract for Design, Build and Operate Projects (First Edition, 2008), issued by the International Federation of Consulting Engineers, which the tenderer shall purchase himself (see note 1 below).
- Volume 2: The Standard Specifications for Management, Operations and Maintenance of Vehicle Control Centres (Version 1, October 2012), issued by SANRAL (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 Site 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 himself from the CIDB website

<https://www.cidb.org.za/download/100/procurement-documents-templates-and-guidelines/6157/standard-for-uniformity-august-2019.pdf>

**Notes to tenderer:**

Volume 1 is obtainable from CESA, PO Box 68482, Bryanston, 2021. Tel: (011) 463 2022 Fax: (011) 463 7383, email: [general@cesa.co.za](mailto:general@cesa.co.za)

Volume 2 is issued in electronic format (PDF) on the SANRAL's website:  
<https://www.nra.co.za/service-provider-zone/tenders/open-tenders/>.

Volume 3 is issued at tender stage in electronic format on SANRAL website (link below) and contains the following files:

<https://www.nra.co.za/service-provider-zone/tenders/open-tenders/>.

The full Project Document in PDF format (excluding the standard conditions of tender)  
The returnable forms in Ms Word format  
The pricing data in Ms Excel format

The standard conditions may be downloaded from the CIDB website on the following link:

<https://www.cidb.org.za/download/100/procurement-documents-templates-and-guidelines/6157/standard-for-uniformity-august-2019.pdf>

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

Returnable schedules relevant to the project  
Agreements and Contract Data  
Pricing Data  
Scope of Work  
Site Information

**SUBMISSION OF TENDER** – of the contract documents, only the following elements of Volume 3 needs to be submitted in a neatly bound file and in the following order:

Technical Proposal (USB Flash Drive and printed and bound hard copy enclosed in one Envelope)

All Returnable schedules listed in T2.1 List for Returnable Schedule for inclusion in the Technical Proposal. The Returnable Schedules shall be completed in the electronic format stipulated in Returnable Form E1 and stored in a USB Flash Drive and printed and bound hard copy

Financial (USB Flash Drive/CD enclosed in one Envelope)

All Returnable schedules listed in T2.1 List for Returnable Schedule for inclusion in the Financial Proposal. The Returnable Schedules shall be completed in the electronic format stipulated in Returnable Form E1 and stored in a USB Flash Drive.

Both envelopes shall be sealed in one envelope and submitted in accordance with instructions as stated in the Tender Data.

Information provided by a tenderer over and above the above elements of volume 3 shall be treated as information only and will only be bound into the document if the tenderer notes on Form A4: Schedule of Variations or deviations that the information has a bearing on the tender price.

For alternative offers the tenderer shall comply with instructions of point 4.

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# **PART T1: TENDERING PROCEDURES**

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**PART T1: TENDERING PROCEDURES**

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.003-110-2022/1

MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

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

CONTRACT SANRAL N.003-110-2022/1

MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

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

The South African National Roads Agency SOC Limited (SANRAL) invites tenders for Management, Operation and Maintenance of Heidelberg Traffic Control Centre (HTCC) on National Route 3 Section 11. This project is in the province of Gauteng. The approximate duration is 60 months. Including one (1) Months for the Mobilisation Period.

Only Tenderers who have a B-BBEE contributor status level of 1, 2, 3 or 4 (Contractors and BEPs), are eligible to tender, are registered on the National Treasury Central Supplier Database (CSD) and meet the minimum requirements for key personnel as stated in clause C.2.1 of the Tender Data are eligible to tender.

It is a requirement of this project that the successful tenderer subcontract a minimum of 30 percent (30 %) of the work by the end of the contract to Targeted Enterprise(s) as defined in the Contract Data.

#### **TENDER DOCUMENTS**

Tender documents are available at no cost in electronic format downloaded from the SANRAL's website by the following link: <https://www.nra.co.za/service-provider-zone/tenders/open-tenders/>

Tenderers must have access to MS Office ©2013 and Acrobat Adobe ©9.0, or similar compatible software.

Tenderers must submit, via email, the duly completed Form A1.1 Certificate of Intention to Submit a Tender prior to 11 October 2022. Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive.

#### **TENDERER'S CLARIFICATION**

A tender clarification briefing presentation is available to be downloaded from the SANRAL website by the following link: [https://www.nra.co.za/sanral-tenders/status?region\\_id=national](https://www.nra.co.za/sanral-tenders/status?region_id=national) A non-compulsory clarification briefing meeting will be held via a virtual platform on 13 October 2022 where the project will be presented. A link to the clarification briefing meeting will be sent to tenderers who complete and submit a Certificate of Intention to Submit a Tender (Form A1.1).

A link to the clarification briefing meeting will be sent to tenderers who complete and submit a Certificate of Intention to Submit a Tender (Form A1.1)

A tenderer's representative cannot represent more than one tenderer at the tender briefing meeting.

#### **COMPLETION AND DELIVERY OF TENDERS**

The closing time for receipt of tenders is 11h00 on 31 October 2022.

Telegraphic, telephonic, telex, email, facsimile and late tenders will not be accepted.

Tenders may only be submitted in the format as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Queries relating to issues arising from these documents may be addressed to:

Bidding procedure and technical enquiries
E-mail: <a href="mailto:procurementnr4@sanral.co.za">procurementnr4@sanral.co.za</a>

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED  
CONTRACT SANRAL N.003-110-2022/1

MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL  
CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**T1.2 TENDER DATA**

## **T1.2TENDER DATA**

The conditions of tender are the standard conditions of tender as contained Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS as per Government Notice No. 423 published in Government Gazette No. 42622 of 08 AUGUST 2019 and as amended from time to time.

<https://www.cidb.org.za/wp-content/uploads/2021/07/Standard-for-Uniformity-August-2019.pdf>

The standard conditions of tender make several references to the tender data for details that apply specifically to this tender. The tender data shall take precedence in the interpretation of any ambiguity or inconsistency between the tender data and the standard conditions of tender.

### **Definitions**

Add to the following to the definition:

Wherever reference is made in the documentation to bill of quantities it shall also mean pricing schedule.

Wherever reference is made in the documentation to Contractor it shall also mean Service Provider or Operator.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
C.1	<b>GENERAL</b>
C.1.1	<p><b>Actions</b></p> <p>The Employer is The South African National Road Agency SOC Limited (SANRAL). The Employer's domicilium citandi et executandi (permanent physical business address) is:</p> <p>48 Tambotie Avenue Val De Grace PRETORIA 0184</p> <p>The Employer's address for communication relating to this project is: procurementnr4@sanral.co.za</p>
C.1.2	<p><b>Tender Documents</b></p> <p>The tender documents issued by the Employer comprise:</p> <p><b>Part T1: Tendering Procedures</b> T1.1 Tender notice and invitation to tender ..... (White) T1.2 Tender data .....(Pink)</p> <p><b>Part T2: Returnable Schedules</b> T2.1 List of returnable documents ..... (Yellow) T2.2 Returnable schedules ..... (Yellow)</p> <p><b>Part C1: Agreements and contract data</b> C1.1 Form of offer and acceptance ..... (Yellow) C1.2 Contract data ..... (Yellow)</p> <p><b>Part C2: Pricing data</b> C2.1 Pricing instructions (assumptions) ..... (Yellow) C2.2 Pricing Schedules / Bills of Quantities..... (Yellow)</p> <p><b>Part C3: Scope of work</b> C3 Scope of work..... (Blue)</p> <p><b>Part C4: Site Information</b> C4 Site Information .....(Green)</p> <p><b>Part C5: Annexures</b>..... (White)</p>
C.1.4	<p><b>Communication and employer's agent</b></p> <p>The Employer's Agent is <b>SANRAL Procurement Office</b> They can be contacted at: procurementnr4@sanral.co.za</p>
C.1.6.2	<p><b>Competitive negotiation procedure</b></p> <p>Clause C.1.6.2 is not applicable.</p>
C.1.6.2	<p><b>Competitive negotiation procedure</b></p> <p>Clause C.1.6.2 is not applicable.</p>
C.1.6.2.1	<p><b>Option 1</b></p> <p>Price negotiations.</p> <p>(a) If the price offered by a tenderer scoring the highest points is not market related, the Organ of state may not award the tender to that tenderer.</p> <p>(b) The Organs of state may –</p>

Clause Number	Data
	<p>Negotiate a market related price with the tender scoring the highest points or cancel the tender;            If the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender;            If the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender;</p> <p>(c) If a market related price is not agreed as envisaged in paragraph b(iii), the organ of state must cancel the tender.</p>
<b>C.2</b>	<b>Tenderer's Obligations</b>
C.2.1	<p><b>Eligibility</b></p> <p>Only those Tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) Key Personnel (Forms; D.4.1, D4.2 &amp; D4.3)</p> <p>Key personnel shall be suitably qualified and experienced</p> <p>TCC Manager, Assistant TCC Manager Operations &amp; Assistant Manager Technical</p> <p>who comply with minimum requirements stipulated in Tender Data Appendix 1 and Clause C3.6.1(b) of the Scope of Works.</p> <p>The Tenderer must have in his/her permanent employ or provide a written undertaking to employ the proposed Key personnel as specified above. The TCC Manager will be the single point of accountability and responsibility for the Management, Operating and Maintenance of the Works.</p> <p>Key personnel may only be proposed in more than one tender submission if that person is a consultant in each of the tenders in which the key person is proposed and is not a permanent employ of any of the tenderers. In the event that the same key person is proposed in more than one tender and the key person is in the permanent employment of one of the tenderers, then all the tenders proposing this key person shall be declared non-responsive.</p> <p>Reference to Traffic Control Centre(s) shall also mean Weighbridges or Toll Plazas/Operations or similar Traffic Law Enforcement facilities or Transportation facilities/hubs where services rendered include management, operation, and maintenance of the relevant facility.</p> <p>b) National Treasury Central Supplier Database (CSD) (Form A3.4)</p> <p>Tenderers, or in the event of a Joint Venture, each member of the joint venture, must be registered on the National Treasury Central Supplier Database at the closing date for tender submissions.</p> <p>c) Pre-qualification Criteria for preferential procurement (Form C1.1)</p> <p>Only tenders with a B-BBEE contributor status level of 1, 2, 3 or 4, are eligible to tender.</p> <p>The tenderer shall submit a valid B-BBEE scorecard.</p> <p>Failure to satisfy all the eligibility criteria will result in a non-eligible tender.</p>
C.2.2	<p><b>Cost of tendering</b></p> <p>Tender documents are available from SANRAL website at no cost.</p>

Clause Number	Data
C.2.6	<p><b>Acknowledge addenda</b></p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender C.3.8.</p>
C.2.7	<p><b>Clarification meeting</b></p> <p>A tender clarification briefing presentation is available to be downloaded from the SANRAL website by the following link: <a href="https://www.nra.co.za/sanral-tenders/status?region_id=national">https://www.nra.co.za/sanral-tenders/status?region_id=national</a>. A non-compulsory clarification briefing meeting will be held via a virtual platform on 13 October 2022 where the project will be presented. A link to the clarification briefing meeting will be sent to tenderers who complete and submit a Certificate of Intention to Submit a Tender (Form A1.1) within the specified time.</p> <p>The onus rests with the tenderer to ensure that the representative attending/reading the clarification briefing presentation is appropriately qualified to understand all directives and clarifications given in the presentation.</p> <p>The signature on the duly completed and signed Form A1 shall be considered proof that the tenderer read the whole clarification briefing presentation and clearly understood all directives and clarifications given in the presentation.</p>
C.2.8	<p><b>Seek clarification</b></p> <p>Request clarifications at least 7 (seven) working days before the closing date.</p>
C.2.9	<p><b>Insurance</b></p> <p>No insurance is provided by the Employer</p>
C.2.10	<p><b>Pricing the tender offer</b></p> <p>C.2.10.3 The rates and prices shall be adjusted as specified in the conditions of contract clause 13.8 Adjustments for Changes in Costs</p> <p>C.2.10.4 Tenderers are required to state the rates and currencies in Rand</p>
C.2.12	<p><b>Alternative tender offers</b></p> <p>C.2.12.1 Alternative offers are not acceptable.</p>
C.2.13	<p><b>Submitting a tender offer</b></p>
C.2.13.2	<p>The returnable documents shall be electronically completed in their entirety, submitted on the issued software format or fully compatible format, unless otherwise specified.</p> <p>Option 1: Submission in the Tender Box: Submit the tender offer electronically on a flash drive. (In the relevant MS Word 2013 and MS Excel 2013 format as issued, and not in .pdf format, except where so specified.)</p>
C.2.13.3	<p>Option 1: Submission in the tender box</p> <p>The tenderer is required to upload all certificates as listed in the List of Returnable Schedules as scanned copies, in .pdf format, on the flash drive</p> <p>Submit only the signed original tender offer</p> <p><i>(Note to tenderer: submit all returnable schedules as listed in Form T.2.1: List of Returnable Schedules.)</i></p>

Clause Number	Data
C.2.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form E1) and in the stipulated format.
C.3.13.5	<p>A two-envelope procedure will apply as follows:</p> <p><b>Option 1: Submission in the tender box</b></p> <p><i>A folder is provided marked “<b>TECHNICAL PROPOSAL</b>”</i>  <i>Ensure that all returnable schedules listed in T2.1 List of Returnable Schedules for inclusion in the Technical Proposal and listed in the Technical Proposal folder are electronically completed on a USB Flash Drive. Wherever it is a requirement to attach certificates or letters to the returnable schedules, these should be scanned in, on the Flash Drive in .pdf format. Contents of USB Flash Drive shall be printed and bound in hard copy.</i></p> <p><i>The completed Flash Drive, the printed and bound hard copy should be marked with the tenderer’s company name, the project number and description and marked “<b>TECHNICAL PROPOSAL</b>”.</i>  <i>Scan and insert a valid B-BBEE certificate.</i>  <i>Electronically sign the declaration in the folder.</i>  <i>Insert the electronically completed Flash Drive, the printed and bound hard copy in an envelope marked “<b>TECHNICAL PROPOSAL</b>”.</i></p> <p><i>A folder is provided marked “<b>FINANCIAL PROPOSAL</b>”</i>  <i>Ensure that all returnable schedules listed in T2.1 List of Returnable Schedules for inclusion in the Financial Proposal and listed in the Financial Proposal folder are electronically completed on a Flash Drive (Contract Data and Pricing Schedule). Wherever it is a requirement to attach letters or certificates to the returnable schedules, these should be scanned in, on the USB Flash drive in .pdf format. Contents of Flash Drive shall be printed and bound in hard copy.</i></p> <p><i>The completed Flash Drive, the printed and bound hard copy should be marked with the tenderer’s company name, the project number and description and marked “<b>FINANCIAL PROPOSAL</b>”.</i></p> <p><i>Electronically sign the declaration in the folder.</i>  <i>Complete and electronically sign the Form of Offer and scan into the folder. A draft copy of this form is provided.</i>  <i>Scan and insert a copy of the Summary of Pricing Schedule into the folder.</i>  <i>Insert the electronically completed Flash Drive and the printed and bound hard copy in an envelope marked “<b>FINANCIAL PROPOSAL – DO NOT OPEN WITH TECHNICAL PROPOSAL</b>”.</i></p> <p>3. <i>Each envelope shall state on the outside the Employer’s address, contract number and title as well as the Tenderer’s name, authorised representative’s name, postal address and contact telephone numbers.</i></p> <p>4. <i>Seal both envelopes in an outer envelope with the words “<b>TENDER</b>” clearly marked and bearing the Employer’s name, contract number and description as well as the Tenderer’s authorised representative’s name, postal address and contact details.</i></p> <p><i>If a tenderer submits:</i>  <i>One envelope with one document or one Flash Drive and printed hard copy (financial and technical); or</i>  <i>Incorrectly labelled envelopes where the Financial Offer is labelled Technical, and the Technical Offer is labelled financial.</i>  <i>The tender will be declared non-responsive.</i></p>
C.2.13.6	Place and seal the printed and completed tender documents (USB Flash Drives and printed and bound hard copy) in an envelope clearly marked “TENDER” and bearing the Employer’s name, the contract number and description, the tenderer’s authorised representative’s name, the tenderer’s postal address and contact telephone numbers.

Clause Number	Data
	The closing date for submission of tender offers is 11h00 hours on 31 October 2022.
<b>C.2.14</b>	<p><b>Information and data to be completed in all respects</b></p> <p>Provided that the omission is not a material omission, the Employer reserves the right to condone the omission and may waive any nonconformities in the tender.</p> <p>Provided that the omission is not a material omission, the Employer reserves the right to condone the omission and may request the tenderer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the tender related to documentation requirements.</p>
<b>C.2.15</b>	<b>Closing time</b>
C.2.15.1	<p><b>Submission in tender box</b></p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:  Location of tender box: <b>SANRAL Northern Region</b>  Physical address: <b>38 Ida Street, Menlo Park Pretoria</b></p> <p>Identification details: Place the signed original tender offer in a package marked with the tenderer's company name, the project number and description:</p> <p>Tenderer's company name:  project number:  description Location of tender box:  Physical address:</p> <p>CONTRACT SANRAL N.003-110-2022/1 MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.</p> <p>Tenders must be submitted during hours (09:00 to 16:00) Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register and deposited in the tender box.</p>
<b>C.2.16</b>	<b>Tender offer validity</b>
C.2.16.1	The tender offer validity period is 24 weeks.
C.2.16.3	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>(a) withdraws his tender;  (b) gives notice of his inability to execute the contract in terms of his tender; or  (c) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9,</p> <p>such tenderer shall be barred from tendering on any of the Employer's tenders for a period to be determined by the Employer, but not less than six (6) months from a date determined by the Employer. This sanction also applies to tenders under evaluation and not yet awarded. This sanction does not apply to tenders under evaluation where a request for extension of the validity period was not accepted by the tenderer. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
<b>C.4.18</b>	<b>Provide other material</b>
C.2.18.1	

Clause Number	Data
	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
C.2.19	<p><b>Inspections, tests and analysis</b></p> <p>Access shall be provided for the following inspection of the Works:</p> <ul style="list-style-type: none"> <li>• The entire TCC.</li> </ul> <p>The following documents indicating all requirements and procedures as specified HTCC Traffic Control Centre – Procedure Manual are available for perusal:</p> <p style="margin-left: 40px;"><i>Management</i> <i>Operations</i> <i>Maintenance</i> <i>Incident Management and Emergency Protocol</i> <i>Environmental Management Plan</i> <i>Workplace</i></p> <p>Contact the Employer's Agent's at <b>procurementnr4@sanral.co.za</b> to arrange for a site visit to access the above listed documents.</p>
<b>C.3</b>	<b>The Employer's undertakings</b>
C.3.1	<b>Respond to requests from the tenderer</b>
C.3.1.1	<p>The employer shall respond to clarifications received up to 7 (seven) working days before tender closing date.</p> <p>The Employer shall respond to any clarifications from the tenderers emanating from the addenda until 3 working days before tender closing date.</p>
C.3.2	<p><b>Issue Addenda</b></p> <p>The employer shall issue addenda until 5 (five) working days before tender closing time.</p>
C.3.4	<b>Opening of tender submissions</b>
C.3.4.1	<p>The time for opening of the tender offer (TECHNICAL PROPOSALS) via live streaming are: Time: 11h00 on <b>31 October 2022</b>. Location: <b>38 Ida Street, Menlo Park Pretoria</b>. A Live Streaming link will be shared with service providers that submitted A1.1 forms. No physical attendance will be allowed.</p>
C.3.5	<p><b>Two-envelope system</b></p> <p>The time for opening of the Financial offers via live streaming shall be communicated to all tenderers having achieved the minimum number of points for quality as prescribed.</p> <p>The financial offer of all tenderers who failed to achieve the minimum number of points for quality shall be returned unopened.</p> <p>Reasons for non-responsive/not achieving the threshold will only be communicated when the tender process is concluded, in terms of Clause C.3.16 of the Tender Data. The scores obtained for the non-financial proposals will not be announced at the opening of the financial offers /proposals.”</p>

Clause Number	Data
C.3.7	<p><b>Grounds for rejection and disqualification</b></p> <p>Prior to disqualification, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 (fourteen) days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.</p> <p>In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and the Employer shall inform the National Treasury.</p>
C.3.8  C.3.8.2	<p><b>Test for responsiveness</b></p> <p>A Substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material and non-conformities to the bid specifications but are not related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender.</p> <p>A responsive tender is also one that conforms to all the terms, conditions, and scope of work of the tender documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification.</p> <p>Amongst reasons for tender cancellation, SANRAL will cancel the tender should all tenders be non-responsive in terms of Clause 3.5 and no negotiations will be conducted.</p>
C.3.9	<p>Amend the heading to read as <b>“Arithmetical errors, omissions, discrepancies and imbalanced unit rates”</b></p>
C.3.9.1	<p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p>
C.3.9.3	<p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ul> </li> </ul> <p>imbalanced unit rates.</p> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p>

Clause Number	Data
C.3.9.4	<p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ol style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted, and the unit rate shall be corrected.</li> <li>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</li> <li>c) Where the unit rates are imbalanced the tenderer shall adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> </ol> <p>Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under C.2.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p> <p>If the Form of Offer is submitted but the Pricing Schedule is omitted, where rate only items are applicable; or If a signed Form of Offer is submitted with an incomplete pricing schedule (no summary to tender) that does not balance back to the Form of Offer and the Pricing schedule is incomplete; or If a signed Form of Offer is submitted with an incomplete pricing schedule that does not balance back to the Form of Offer and only summary of Pricing Schedule submitted; then the rates cannot be evaluated and the tender shall be declared non-responsive</p>
C.3.11	<p><b>Evaluation of tender offers</b></p> <p>The tender will be evaluated in terms of Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p style="padding-left: 40px;">90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R50 000 000,00; or 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000,00.</p> <p>The following formula will be used to calculate the points out of 80 for price:</p> $P_s = 80(1 - (P_t - P_m) / P_m)$ <p>Where:</p> <p><math>P_s</math> is the points scored for price of tender under consideration. <math>P_t</math> is the price of the tender under consideration; and <math>P_m</math> is the price of the lowest acceptable tender.</p> <p>The following formula will be used to calculate the points out of 90 for price:</p> $P_s = 90(1 - (P_t - P_m) / P_m)$ <p>Where:</p> <p><math>P_s</math> is the points scored for price of tender under consideration. <math>P_t</math> is the price of the tender under consideration; and <math>P_m</math> is the price of the lowest acceptable tender.</p>

Clause Number	Data																														
	<p>In the event that the calculated value is negative, the allocated score shall be 0. Up to 100 minus W1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003 as amended in Act 46 of 2013) and the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>The following table must be used to calculate the points out of 20 or 10 for B-BBEE:</p> <table border="1" data-bbox="416 495 1465 938"> <thead> <tr> <th data-bbox="416 495 820 647">B-BBEE Status Level of contributor</th> <th data-bbox="820 495 1123 647">Number of Points for financial value up to and including R50 000 000</th> <th data-bbox="1123 495 1465 647">Number of Points for financial value above R50 000 000</th> </tr> </thead> <tbody> <tr> <td data-bbox="416 647 820 678">1</td> <td data-bbox="820 647 1123 678">20</td> <td data-bbox="1123 647 1465 678">10</td> </tr> <tr> <td data-bbox="416 678 820 710">2</td> <td data-bbox="820 678 1123 710">18</td> <td data-bbox="1123 678 1465 710">9</td> </tr> <tr> <td data-bbox="416 710 820 741">3</td> <td data-bbox="820 710 1123 741">14</td> <td data-bbox="1123 710 1465 741">6</td> </tr> <tr> <td data-bbox="416 741 820 772">4</td> <td data-bbox="820 741 1123 772">12</td> <td data-bbox="1123 741 1465 772">5</td> </tr> <tr> <td data-bbox="416 772 820 804">5</td> <td data-bbox="820 772 1123 804">8</td> <td data-bbox="1123 772 1465 804">4</td> </tr> <tr> <td data-bbox="416 804 820 835">6</td> <td data-bbox="820 804 1123 835">6</td> <td data-bbox="1123 804 1465 835">3</td> </tr> <tr> <td data-bbox="416 835 820 866">7</td> <td data-bbox="820 835 1123 866">4</td> <td data-bbox="1123 835 1465 866">2</td> </tr> <tr> <td data-bbox="416 866 820 898">8</td> <td data-bbox="820 866 1123 898">2</td> <td data-bbox="1123 866 1465 898">1</td> </tr> <tr> <td data-bbox="416 898 820 938">Non-compliant contributor</td> <td data-bbox="820 898 1123 938">0</td> <td data-bbox="1123 898 1465 938">0</td> </tr> </tbody> </table> <p>Eligibility for preference points is subject to the following conditions:</p> <p style="padding-left: 40px;">A tenderer's scorecard shall be a B-BBEE Certificate issued in accordance with:</p> <p style="padding-left: 40px;">the amended Codes of Good Practice published in Notice 303 of 2019 of Government Gazette No. 42496 on 31 May 2019 by the Department of Trade, Industry and Competition or;</p> <p style="padding-left: 40px;">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. If Measured Entity operates in more than one sector or sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of Annual Revenue) are located will be acceptable.</p> <p>The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes or the Department of Trade, Industry and Competition's Generic Codes."</p> <p style="padding-left: 40px;">The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C1; and</p> <p style="padding-left: 40px;">The certificate shall:</p> <ul style="list-style-type: none"> <li>be valid at the tender closing date; and</li> <li>have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or</li> <li>be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade, Industry and Competition; and</li> <li>have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15); and</li> </ul> <p style="padding-left: 40px;">Compliance with any other information requested to be attached to Returnable Schedule Form C1; and</p>	B-BBEE Status Level of contributor	Number of Points for financial value up to and including R50 000 000	Number of Points for financial value above R50 000 000	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-compliant contributor	0	0
B-BBEE Status Level of contributor	Number of Points for financial value up to and including R50 000 000	Number of Points for financial value above R50 000 000																													
1	20	10																													
2	18	9																													
3	14	6																													
4	12	5																													
5	8	4																													
6	6	3																													
7	4	2																													
8	2	1																													
Non-compliant contributor	0	0																													

Clause Number	Data
	<p>In the event of an un-incorporated joint venture (JV), a project-specific (SANRAL project number indicated) valid consolidated B-BBEE verification certificate in the name of the JV shall be submitted and,</p> <p>A valid BBBEE Certificates shall contain:</p> <p>Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.</p> <p>Value-Added Tax number, where applicable.</p> <p>The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.</p> <p>B-BBEE status with corresponding procurement recognition level.</p> <p>The relevant Codes used to issue the B-BBEE verification certificate.</p> <p>Date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.</p> <p>Financial period which was used to issue the B-BBEE Verification Certificate.</p> <p>A valid Sworn Affidavit must contain the following:</p> <p>Name/s of deponent as they appear in the identity document and the identity number.</p> <p>Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.</p> <p>Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.</p> <p>Percentage black ownership, black female ownership and whether they fall within a designated group.</p> <p>Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.</p> <p>Financial year-end (must be in the format dd/mm/yyyy) as per the enterprise's registration documents, which was used to determine the total revenue.</p> <p>B-BBEE status level. An enterprise can only have one status level.</p> <p>Date deponent signed and date of Commissioner of Oath must be the same.</p> <p>Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.</p> <p>In terms of Sub-Regulation 6(5) and 7(5) If the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the status level that the tenderer qualifies for, 0 (zero) points for preference shall be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract and the value of the work is below the EME threshold.</p> <p>Criteria for breaking deadlock</p> <p>If two or more tenders score the same number of points and these tenders are also the highest ranked tenders, the tender with the highest preference points will be recommended for award.</p> <p>If functionality is part of the evaluation process and two or more tenders score equal total points and equal preference points, the tender that scored the highest points for functionality will be recommended for award.</p> <p>If two or more tenders score the same number of financial points and preference points and these tenders are also the highest ranked tenders, the tenderer to be recommended for award will be decided by the drawing of lots.</p>
	<p>The quality evaluation criteria and maximum score in respect of each of the criteria are as follows:</p>

Clause Number	Data																
	<table border="1" data-bbox="416 188 1294 495"> <thead> <tr> <th colspan="3" data-bbox="416 188 1294 226">Class 1 TCC Facility</th> </tr> <tr> <th data-bbox="416 226 459 297"></th> <th data-bbox="459 226 1066 297">Description of Quality Criteria</th> <th data-bbox="1066 226 1294 297">Maximum Number of Evaluation Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="416 297 459 383">1</td> <td data-bbox="459 297 1066 383">Tenderer's experience in Management, Operations and Maintenance of Traffic Control Centres.</td> <td data-bbox="1066 297 1294 383">20</td> </tr> <tr> <td data-bbox="416 383 459 443">2</td> <td data-bbox="459 383 1066 443">Key Persons; Minimum Qualifications &amp; Relevant Experience.</td> <td data-bbox="1066 383 1294 443">60</td> </tr> <tr> <td data-bbox="416 443 459 495">3</td> <td data-bbox="459 443 1066 495">Methodology</td> <td data-bbox="1066 443 1294 495">20</td> </tr> </tbody> </table> <p data-bbox="416 544 1493 602">The quality criteria and maximum score in respect of each of the criteria are as stipulated in Tender Data Appendix1: Breakdown of Quality Criteria Points</p> <p data-bbox="416 636 587 665">Key personnel</p> <p data-bbox="416 692 1493 779">As part of the quality criteria as specified above, key persons shall be used to calculate quality points for the Minimum Qualifications &amp; Relevant Experience. The following key persons shall form part of the quality criteria:</p> <p data-bbox="416 813 794 900"> Manager: Traffic Control Centre  Assistant Manager: Operations  Assistant Manager: Technical </p> <p data-bbox="416 954 1493 983">The minimum number of evaluation points to be eligible for quality scoring shall be 70 points.</p> <p data-bbox="416 1010 1477 1097">Tenderers shall submit proof of the proposed Key personnel's qualification(s) and relevant experience annexures to the applicable Returnable Forms D4.1, D4.2 &amp; D4.3, his/her curriculum vitae (CV).</p> <p data-bbox="416 1128 1477 1245">If the Key Personnel's qualification is issued by a private sector higher education institution, the Tenderer must attach proof that the qualification meets the minimum NQF level specified. This proof shall be in the form of a letter from the issuing institution or the South African Qualifications Authority (SAQA).</p> <p data-bbox="416 1276 1493 1393">Reference to Traffic Control Centre(s) shall also mean Weighbridges or Toll Plazas/Operations or similar Traffic Law Enforcement or Transportation facilities/hubs where services rendered include management, operation, and maintenance of the relevant facility.</p>		Class 1 TCC Facility				Description of Quality Criteria	Maximum Number of Evaluation Points	1	Tenderer's experience in Management, Operations and Maintenance of Traffic Control Centres.	20	2	Key Persons; Minimum Qualifications & Relevant Experience.	60	3	Methodology	20
Class 1 TCC Facility																	
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1	Tenderer's experience in Management, Operations and Maintenance of Traffic Control Centres.	20															
2	Key Persons; Minimum Qualifications & Relevant Experience.	60															
3	Methodology	20															
C.3.13	<p data-bbox="400 1429 767 1458"><b>Acceptance of a tender offer</b></p> <p data-bbox="400 1491 1493 1612">The conditions stated in clauses C.3.13(a) to ((f) of the Conditions of Tender as well as the following additional clauses C.3.13(g) to (k) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 and as compelling and justifiable reasons in terms of Conditions of Tender clause C.3.11:</p> <ul style="list-style-type: none"> <li data-bbox="475 1619 1509 1706">the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li data-bbox="475 1713 1417 1742">the tenderer has not abused the Employer's supply chain management system;</li> <li data-bbox="475 1749 1509 1798">the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect; and</li> <li data-bbox="475 1805 1509 1921">the tenderer is tax compliant. The recommended tenderer who becomes non-compliant, prior to award, shall be notified and must become compliant within 7 working days of the date of being notified. A recommended tenderer who remains non-compliant after the 7 working days of being notified, shall be declared non-responsive.</li> <li data-bbox="475 1928 1509 2036">the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. The licensed compensation insurer shall be approved by Department of Labour in terms of Section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 130 of 1993).</li> </ul>																

Clause Number	Data
	<p>In addition to the requirements under paragraph (b) of the Conditions of Tender, in the event that a due diligence is performed as part of the tender evaluation, the due diligence report will be used to evaluate the tenderer's ability to perform the contract as stated in paragraph (b). The due diligence will evaluate the overall risk associated with the tender. The due diligence will take into consideration the following:</p> <ul style="list-style-type: none"> <li>Assessment of financial statements to assess the financial position of the tenderer and its ability to obtain the necessary guarantees or insurances,</li> <li>Evaluation of managerial and technical ability &amp; available resources in relation to the proposed tender,</li> <li>Integrity Risk Evaluation,</li> <li>Operations, Activities, Locations and Key Customers,</li> <li>Reference checks from previous clients, and</li> <li>Risk rating (i.e. High Risk, Medium to High risk, Medium risk or Low risk) of the tenderer</li> </ul>
C.3.16	<p><b>Registration of the award</b></p> <p>SANRAL will notify unsuccessful tenderers when the tender process has been concluded. Any unsuccessful tenderer may request a debriefing in writing as specified in clause C.3.18.</p>
C.3.17	<p><b>Provide copies of the contracts</b></p> <p>The number of paper copies of the signed contract to be provided by the Employer is 1.</p>
C.3.18	<p><b>Provide written reasons for actions taken</b></p> <p>All requests shall be in writing.</p>
Special conditions of tender clauses:	
SC3.19	<p><b>Jurisdiction</b></p> <p>Unless stated otherwise in the Tender Data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.</p>

## TENDER DATA: APPENDIX 1: BREAKDOWN OF QUALITY CRITERIA (CLAUSE C.3.11)

FUNCTIONALITY SCORING FOR TCC- MOM PROJECTS		Class 1 Facility	
	TOTAL POINTS	100	
	MINIMUM THRESHOLD SCORE	70	
Item	Requirements	Min Req	Max Points
<b>1</b>	<b>Tenderer's experience in Management, Operations and Maintenance of Traffic Control Centres (TCCs), refer to (Returnable Form 5.1 or 5.2)</b>		<b>20</b>
1.1	Relevant experience in successful Management, Operation and Maintenance of TCCs: <b>Returnable Form D5.1 and or D 5.2</b> One compliant project undertaken by the Tenderer or JV Partner = Max points No compliant project = Nil points		20
<b>2</b>	<b>Key Personnel; Minimum Qualifications &amp; Relevant Experience</b>		<b>60</b>
<b>2.1</b>	<b>Traffic Control Centre Manager (TCC-M):</b> Returnable Form D4.1		<b>20</b>
<b>2.1.1</b>	<b>Minimum Qualification;</b>		
2.1.1.1	NQF Level 5 <b>OR</b> , Higher OR NQF4* OR	<b>NQF 5/4</b>	10
2.1.1.2	Traffic Officer Diploma/Certificate (TOD)	<b>TOD</b>	10
<b>2.1.2</b>	<b>Minimum Years of Experience:</b>		
2.1.2.1	<b>3</b> Year(s) in the position of TCC Manager *5 Years as TCC Manager or Assistant Manager if qualification is NQF4 <b>OR</b> ,	3/5*Years	10
2.1.2.1	<b>5</b> Years in the position Assistant TCC Manager	5 Years	10
<b>2.1.3</b>	<b>Scoring for Qualifications:</b>		
2.1.3.1	NQF Level 5 or NQF Level 4 (subject to 2.1.2)	<b>NQF 5/4</b>	
2.1.3.2	Traffic Officer Diploma/Certificate (TOD)	<b>TOD</b>	
<b>2.1.4</b>	<b>Scoring for Years of relevant Experience:</b>		
2.1.4.1	TCC Manager position:		
2.1.4.2	A-TCC Manager Position:		
<b>2.2</b>	<b>Traffic Control Centre Assistant Manager-Operations (AM-O):</b> Returnable Form D4.2		<b>20</b>
<b>2.2.1</b>	<b>Minimum Qualification Requirements:</b>		
2.2.1.1	NQF Level 4 <b>OR</b> ,	<b>NQF 4</b>	10
2.2.1.2	Traffic Officer Diploma / Certificate	<b>TOD</b>	10
<b>2.2.2</b>	<b>Minimum Years of Experience:</b>		
2.2.2.1	<b>4</b> Years as Assistant TCC Manager/Supervisor (TCC experience) or higher position (in TCC managerial or supervisory role).	4 Years	10
<b>2.2.3</b>	<b>Scoring for Qualifications:</b>		
2.2.3.1	NQF Level 4		10
2.2.3.1	Traffic Officer Diploma / Certificate		10
<b>2.2.4</b>	<b>Scoring for Years of relevant Experience:</b>		
2.2.4.1	A-TCC Manager Position:		
<b>2.3</b>	<b>TCC Assistant Manager-Technical (AM-T):</b> Returnable Form D4.3		<b>20</b>
<b>2.3.1</b>	<b>Minimum Qualification Requirements;</b>		
2.3.1.2	NQF Level 5	<b>NQF 5/4</b>	10
<b>2.3.1</b>	<b>Minimum Years of Experience:</b>		
2.3.2	<b>4</b> years of relevant experience if the candidate's qualification is NQF 5 in the relevant technical field or 6 years if the candidate's qualification is NQF 4*. See Scope of Works, clause C3.6.1 for description of relevant technical fields.	4/6*Years	10
<b>2.3.2</b>	<b>Scoring for Qualifications:</b>		

FUNCTIONALITY SCORING FOR TCC- MOM PROJECTS		Class 1 Facility	
	TOTAL POINTS	100	
	MINIMUM THRESHOLD SCORE	70	
Item	Requirements	Min Req	Max Points
2.3.2.1	NQF Level 5		10
<b>2.3.4</b>	<b>Scoring for Years of relevant Experience:</b>		
2.3.4.1	Assistant Manager Technical Position:		
<b>3</b>	<b>Methodology: Returnable Form D2</b>		<b>20</b>
3(a)	<b>Tenderers shall submit a methodology detailing their understanding of the Project's scope of work.</b>		
<b>3.1</b>	<b>Management Functions</b>		<b>5</b>
3.1.1	Human Resources management		1
3.1.2	Law enforcement management		1
3.1.3	Stakeholder/Customer relations		1
3.1.4	Health and Safety		1
3.1.5	Environmental management		1
<b>3.2</b>	<b>Operations Functions/Deliverables</b>		<b>10</b>
3.2.1	Weighing Operations		5
3.2.2	Vehicle Inspection Facility (VIF) Operations		3
3.2.3	Data management and reporting		2
<b>3.3</b>	<b>Maintenance Functions/Deliverables</b>		<b>2</b>
3.3.1	Implementation of asset management system		2
<b>3.4</b>	<b>Maintenance of assets;</b>		<b>3</b>
3.4.1	Fixed assets		1
3.4.2	Semi Fixed assets		1
2.4.3	Electronic, Electrical and IT systems		1

Reference to Traffic Control Centre(s) shall also mean Weighbridges or Toll Plazas/Operations or similar Traffic Law Enforcement facilities or Transportation facilities/hubs where services rendered include management, operation, and maintenance of the relevant facility.

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# **PART T2: RETURNABLE SCHEDULES**

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.003-110-2022/1

MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11

### **T.2.1 LIST OF RETURNABLE SCHEDULES**

The tenderer must complete the following returnable schedules:

#### **Notes to tenderer:**

**Returnable documents have been based on the CIDB Standard for Uniformity and incorporate National Treasury requirements contained in their Standard Bidding Document (SBD) within them.**

**Returnable documents are separated into the following categories:**

- (i) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A, B, C&D).**
- (ii) A list of all returnable documents for completion by the tenderer (Form E1).**

**Failure to submit fully completed relevant returnable documents may render such a tender offer non-responsive.**

**Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.**

**Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently, any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under FIDIC Particular Condition 15.2 (g) to terminate the contract.**

- (i) the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years;**
- (ii) if the Employer has already entered into a contract with the Tenderer, the Employer has the discretionary right under FIDIC Particular Condition 15.2(g) to terminate the contract.**

**These forms must be completed electronically, and any alterations made prior to tender closure countersigned by an authorized signatory.**

**PART T2.1 LIST OF RETURNABLE DOCUMENTS****Note to tenderer:**

The list of returnable documents is shown in the following table, with the status of those documents incorporated into the contract indicated.

<b>FORM NO / SBD NO</b>	<b>ELECTR ONIC FORMAT</b>	<b>FORM DESCRIPTION</b>	<b>TICK IF COMPLET ED</b>	<b>ENVELOPE</b>
A1	PDF	CERTIFICATE OF CONFIRMATION THAT THE TENDERER READ THE PRESENTATION	*1	TECHNICAL PROPOSAL (FIRST ENVELOPE-CONTAINING CD/USB FLASH DRIVE)
A.1.1	PDF	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	*1	
A2.1	PDF	CERTIFICATE OF AUTHORITY FOR SIGNATORY	*1	
A2.2	PDF	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	*1 and *2	
A2.3	PDF	CERTIFICATE OF SINGLE TENDER SUBMISSION	*1 and *2	
A2.4	PDF	CERTIFICATE OF FRONTING PRACTICES	*1 and *2	
A.2.5	PDF	DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	*1 and *2	
A.2.6	PDF	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	*1 and *2	
A3.1 / SBD4	PDF	BIDDER'S DISCLOSURE	*1 and *2	
A3.2 / SBD9	PDF	CERTIFICATE OF INDEPENDENT TENDER	Not Applicable	
A3.3 / SBD8	PDF	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	Not Applicable	
A3.4	PDF	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	*1 and *2	
A4	PDF	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	*1 and *2	
A5	PDF	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	*1 and *2	
A6 / SBD2	PDF	CERTIFICATE OF TAX COMPLIANCE	*1	
A7	PDF	CERTIFICATE OF INSURANCE COVER	*1	
A8	PDF	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	*1	
A9	PDF	SCHEDULE OF TENDER'S LITIGATION HISTORY	*1	
A10	PDF	SCHEDULE OF CURRENT COMMITMENTS - TENDERER		
A10.1	PDF	SCHEDULE OF CURRENT COMMITMENTS – PROPOSED KEY PERSONNEL	*1	
A11	PDF	CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)	*1	
A13/SBD1:	PDF	FORM SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	*1 & *2	
C1.1 / SBD6.1	PDF	TENDERER'S B-BBEE VERIFICATION CERTIFICATE	*1 and *2	
C1.2	PDF	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (INCORPORATING SBD6.1)		

D1	PDF	SCHEDULE OF TENDERER'S PLANT AND EQUIPMENT	1 and 2	
D2	PDF	TENDERER'S METHOD STATEMENT		
D3		TENDERER'S ORGANISATION AND STAFFING	*1 and *2	
D4.1	PDF	TENDERER'S KEY PERSONNEL EXPERIENCE (Manager: Traffic Control Centre)	*1	
D4.2	PDF	TENDERER'S KEY PERSONNEL EXPERIENCE (Assistant Manager Operations)	*1	
D4.3	PDF	TENDERER'S KEY PERSONNEL EXPERIENCE (Assistant Manager Technical)	*1	
D4.4	PDF	TENDERER'S PERSONNEL EXPERIENCE (Occupational Health and Safety Officer)	*1	
D4.5	PDF	TENDERER'S PERSONNEL EXPERIENCE (ENVIRONMENTAL OFFICE)	*1	
D5	PDF	TENDERER'S (COMPANY EXPERIENCE) EXPERIENCE	*1	
D6	PDF	TENDERER'S INDICATIVE PROGRAMME	*1	
D8	PDF	SCHEDULE OF SUBCONTRACTORS	*1	
D9	PDF	CORPORATE SOCIAL INVESTMENT	*1 and *2	
E1	PDF	SCHEDULE OF TENDER COMPLIANCE	*1	
<b>FORM NO / SBD NO</b>	<b>ELECTR ONIC FORMAT</b>	<b>FORM DESCRIPTION</b>	<b>Tick if completed</b>	<b>ENVELOPE</b>
B1	PDF	CONTRACTOR'S ESTABLISHMENT ON SITE	*1	FINANCIAL PROPOSAL (SECOND ENVELOPE-CONTAINING CD/USB FLASH DRIVE)
C1.1.1 / SBD7	PDF	FORM OF OFFER	*1 and *2	
C1.2.3	MS EXCEL	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	*1 and *2	
C2.2 / SBD3	MS EXCEL & PDF	PRICING SCHEDULE	*1 and *2	
C.2.3	MS EXCEL & PDF	SUMMARY OF PRICING SCHEDULE (INCLUDING BREAKDOWN OF RATES)	*1 and *2	
D7	PDF	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	*1 and *2	

Notes: \*1 Schedules/documents required for tender evaluation purposes  
\*2 Schedules/documents that will be incorporated into the Contract

Tenderers shall note that their signature on this form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.

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**FORM A1: CERTIFICATE OF CONFIRMATION THAT THE TENDERER READ THE PRESENTATION OR ATTENDED THE COMPULSORY CLARIFICATION MEETING**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

This is to certify that I, .....

.....

representative of (tenderer).....

of (address) .....

.....

.....

telephone number .....

fax number .....

e-mail.....

read/viewed the non-compulsory clarification presentation/pre-recorded video presented by the Employer online.

attended the non-compulsory clarification meeting on (date) 13/10/2022 at 10H00.....

conducted by .....

in the presence of (Employer's representative) .....

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

**FORM A1.1: CERTIFICATE OF INTENTION TO SUBMIT A TENDER**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Notes to Tenderer:**

The duly completed certificate of intention to submit a tender must be submitted by whoever intends to tender for this particular tender within seven (7) days from the date the tender is advertised as specified in T1.1, the tender notice and invitation tender. Failure to submit the certificate of intention to tender within the required period may render the tenderer non-responsive and SANRAL does not accept responsibility for any communication not received by the tenderer timeously.

Late notification of intention to tender by a prospective tenderer will not necessarily result in the tender closing date being extended.

Should you intend to submit a tender for this particular tender please sign the certificate, scan and email the completed document to the email address indicated in T1.1 of this tender document.

The Employer shall send all correspondence, including Addenda, only to the Tenderer's email address as provided herein.

This is to certify that I, .....

representative of (insert name of tenderer) .....  
of (address)

.....  
.....

telephone number .....

fax number .....

e-mail .....

intends to submit a tender in response to the tender notice and invitation for tender this contract.

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

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

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Notes to tenderer:**

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

**In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:**

**authority for signatory,**

**undertaking to formally enter into a joint venture contract should an award be made to the joint venture,**

**name of designated lead member of the intended joint venture, as required by tender condition 4.13.2.**

**3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.**

By resolution of the board of directors passed at a meeting held on .....

Mr/Ms .....,  
whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

and any contract which may arise therefrom on behalf of **enter name of tenderer in block capitals**

.....

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

IN HIS/HER CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESS: .....

SIGNATURE

SIGNATURE

NAME (PRINT)

NAME (PRINT)

**FORM A2.2: DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT  
OUTSTANDING TO SANRAL**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Notes to tenderer:**

**The signatory for the tenderer shall complete and sign this form declaring the current status of any debt outstanding to SANRAL.**

**In the event that the tenderer is a Joint Venture, a declaration is required from each member of the Joint Venture.**

I, the undersigned ..... declare that:

(i) the tenderer or any of its Directors/Members do not have any debt outstanding to SANRAL, other than what is listed below:

.....  
.....  
.....  
.....  
.....

(ii) the tenderer and/or any of its Directors/Members freely, voluntarily and without undue duress unconditionally authorises the SANRAL to set off any debts agreed to which is due and payable by the tenderer or any of its Directors/Members in terms of this declaration against any moneys due to the tenderer or any of its Directors/Members; and

(iii) to the best of my knowledge the above information is true and accurate.

SIGNATURE: .....

Signed and sworn before me at ..... on the ..... day of  
..... 20...

The deponent having:

- acknowledged that he/she knows and understands the contents hereof;
- confirmed that he/she has no objection to the taking of the prescribed oath;
- confirmed that he/she considered the prescribed oath as binding upon his/her conscience; and
- confirmed that the Regulations contained in the Government Gazette Notice R1258 of July 1972 and R1648 of August 1977 have been complied with.

\_\_\_\_\_  
COMMISSIONER OF OATHS

**FORM A2.3: CERTIFICATE OF SINGLE TENDER SUBMISSION**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Notes to tenderer:**

**This certificate serves as a declaration by the tenderer that a single tender was submitted. In the case of a Joint Venture (JV) or a Targeted Enterprise, a separate certificate is to be completed and submitted by each JV member or Targeted Enterprise.**

**DECLARATION**

I, the undersigned, ..... in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and understand the notes to, and the contents of, this certificate.
2. I understand that the accompanying tender and any other tender shall be disqualified in the event that I, including a Joint Venture partner or a Targeted Enterprise, participate in more than 1 (one) tender.

SIGNATURE:.....

DATE: .....

NAME: .....

POSITION: .....

**FORM A2.4: CERTIFICATE OF FRONTING PRACTICES**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.003-110-2022/1  
 FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
 CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Fronting Practices**

**Window-dressing:** This includes cases in which black people are appointed or introduced to an enterprise on the basis of tokenism and may be:

Discouraged or inhibited from substantially participating in the core activities of an enterprise; and  
 Discouraged or inhibited from substantially participating in the stated areas and/or levels of their participation;

**Benefit Diversion:** This includes initiatives implemented where the economic benefits received as a result of the B-BBEE Status of an enterprise do not flow to black people in the ratio as specified in the relevant legal documentation.

**Opportunistic Intermediaries:** This includes enterprises that have concluded agreements with other enterprises with a view to leveraging the opportunistic intermediary's favourable B-BBEE status in circumstances where the agreement involves:

Significant limitations or restrictions upon the identity of the opportunistic intermediary's suppliers, service providers, clients or customers;  
 The maintenance of their business operations in a context reasonably considered improbable having regard to resources; and  
 Terms and conditions that are not negotiated at arms-length on a fair and reasonable basis.

**Responsibility to Report Fronting**

In order to effectively deal with the scourge of Fronting, verification agencies, and/or procurement officers and relevant decision makers are encouraged to obtain a signed declaration from the clients or entities that they verify or provide business opportunities to, which states that the client or entity understands and accepts that the verification agency, procurement officer or relevant decision maker may report Fronting practices to **the DTI**. Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to **the DTI**. SANRAL or its appointed agent has every right to embark on an investigation of fronting with regards to any potential service provider. In this regard, SANRAL is entitled to request any further information, interview and any documentation from the respective potential service provider prior to any award. (This statement is for internal use)

**Fronting Indicators**

The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
There is no significant indication of active participation by black people identified as top management at strategic decision-making level;
An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;
An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;

An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;
The enterprise displays evidence of circumvention or attempted circumvention;
An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
An enterprise obtains loans, not linked to the good faith share purchases or enterprise development initiatives, from a related person at an excessive rate; and
An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.

**DECLARATION**

I, the undersigned, ..... in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

I have read and understand the contents of this certificate.  
I accept that the Employer may report fronting practices to the Department of Trade and Industry and the BEE commissioner.  
I accept that intentional mis-representation by measured entities may constitute fraudulent practices that shall be reported to the Department of Trade and Industry and the BEE commissioner.

SIGNATURE:.....

DATE: .....

NAME: .....

POSITION: .....

**FORM A2.5: DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.003-110-2022/1

FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Notes to Tenderer:**

In line with a policy on Domestic Prominent Influential Persons (DPIP's), Foreign Prominent Public Officials (FPPO's) and Foreign Influential Nationals (FIN's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of the Employer is concerned. This is done to mitigate the Employer's perceived association, reputational, operational or legal risk, as it strives to foster and maintain fair and transparent business relations. (This policy is available on the Employer's website: [www.sanral.co.za](http://www.sanral.co.za))

It is compulsory that all prospective and existing tenderers conducting the business with the Employer, who potentially meet the definition of DPIP's, FPPO's or FIN's, complete this form by supplying credible information as required and submit together with their tender document.

Tenderers are required at the tender stage to declare any DPIP's, FPPO's or FIN's involved in their tenders, as part of their submission.

Further, that tenderers shall at the tender stage furnish the Employer of all information relating to namely, shareholders names, identity numbers and share certificates of the individual and/or transaction concerned using the form below, for verification purposes, including where applicable, confirmation as it relates to:

Knowledge of any offence within the meaning of Chapter 2, Section 12 and 13 of Prevention and Combating of Corrupt Practices Act No 4 of 2006; and/or

Knowledge of any offence within the meaning of Chapter 3 of Prevention of Organised Crime Act No 121 of 1998 as it relates to any of the shareholders, directors, owners and/or individual link to the tenderer.

Tenderers undertake that should it be discovered that the information provided in the table below is fraudulently or negligently misrepresented, then Chapter 9, Section 214 and 216 of Companies Act No 17 of 2008 shall apply to shareholders, directors, owners and/or individual link to the tenderer.

Should the tenderer fail to declare or supply the Employer with credible information in the prescribed form, the tender may be rendered invalid.

Should the Employer, in the process of conducting verification and investigation of information supplied by the tenderer find out that the information poses a reputational risk, the tender shall be rendered invalid.

The following definitions shall apply:

- i. "Board" means the Board of Directors or the Accounting Authority of the Employer.
- ii. "Business relationship" means the connection formed between the Employer and external stakeholders for commercial purposes.
- iii. "DD" means Due Diligence.
- iv. "Domestic Prominent Influential Person" means an individual who holds an influential position, including in an acting position for a period exceeding 6 (six) months, or has held at any time in the preceding 12 (twelve) months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
- v. "DPIP" means a Domestic Prominent Influential Person.
- vi. "Family members and known close associates" means immediate family members and known close associates of a person in a foreign or domestic prominent position, as the case may be, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
- vii. "Foreign Influential National" means an individual who is not a South African citizen or does not have a permanent residence permit issued in terms of the Immigration Act No 13 of 2002, who possesses personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
- viii. "Foreign Prominent Public Official" means (as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017) an individual who holds or has held at any time in the preceding 12 (twelve) months, in any foreign country a prominent public function.

- ix. "FPPO" means a Foreign Prominent Public Official.
- x. "Improper influence" means personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
- xi. "The Employer" means the South African National Roads Agency SOC Limited (SANRAL) with registration number 1998/009584/30.
- xii. "Senior Management" means the Executive Committee or its individual members.

A separate declaration is required from each DPIIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIIP, FPPO and Fin from each of the Joint Venture (JV) members, is required.

**Domestic Prominent Influential Persons, Foreign Prominent Public Officials or Foreign Influential Nationals (DPIIP's, FPPO's or FIN's) Reporting Form**

<b>Primary Particulars</b>	<b>First Name</b>	<b>Surname</b>	<b>Middle Name</b>	<b>ID/Passport Number</b>	
<b>Country Details</b>	<b>Country of origin</b>	<b>Citizenship</b>	<b>Current country of Residence</b>		
	<b>CURRENT STATUS AND BACKGROUND</b>				
<b>Current Occupation</b>	<b>Occupational Title</b>			<b>Status</b>	
				<b>Active</b>	<b>Non-Active</b>
<b>Is the potential/business partner (mark with an "X" whichever is applicable):</b>					
<b>a DPIIP</b>	<b>a FPPO</b>	<b>a FIN</b>	<b>Family Member or Close Associate of a PIP?</b>		
	<b>KNOWN BUSINESS INTERESTS</b>				
<b>No.</b>	<b>Name of Entity</b>	<b>Role in Entity</b>		<b>Status</b>	
1.				<b>Active</b>	<b>Non-Active</b>
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

I, the undersigned ..... declare that:  
the information furnished on this declaration form is true and correct, and  
I accept that any action may be taken against me should this declaration prove to be false.

SIGNATURE: .....

NAME: .....

POSITION: .....

DATE: .....

NAME OF TENDERER: .....

**FORM A2.6: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Notes to tenderer**

**The tenderer shall complete the declaration below.**

**In the event of a Joint Venture (JV), each member of the JV shall comply with the above requirements.**

**DECLARATION**

I, ..... (name)  
the undersigned in my capacity as ..... (position)  
on behalf of ..... (name of company),  
herewith grant consent that SANRAL or any of their appointed Service Providers may conduct a due diligence investigation on ..... (name of company)  
to evaluate our ability to perform the contract as stipulated in the Standard Conditions of Tender, Clause C.3.13(b).

In addition, any information in this regard requested by SANRAL or any of their appointed Service Providers, shall be submitted within the timelines of the request.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

**FORM A3.1: BIDDER'S DISCLOSURE**

CONTRACT SANRAL N.003-110-2022/1  
 FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
 .....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

If so, furnish particulars:

.....  
.....

**DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

*I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.*

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.  
Overload Control Operations Pro-forma (Version 6) Aug 2022

NOTE TO TENDERER:

In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.

If the Form is omitted or blank; or If the tenderer found to have failed to declare conflict or declare false information. The tender will be declared non-responsive and should it be discovered after the award of a contract, will be ultimately blacklisted.

**FORM A3.2: CERTIFICATE OF INDEPENDENT TENDER (INCORPORATING SBD9)**

**FORM REPEALED**

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

**FORM REPEALED**

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

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

The tenderer shall provide a scanned copy in .pdf of the Active Supplier Listing on the National Treasury Central Supplier Database ([www.treasury.gov.za](http://www.treasury.gov.za)). In the case of a joint venture (JV), the tenderer shall provide scanned copies in .pdf of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV.

Name of Contractor: .....

Central Supplier Database Supplier Number: .....

Supplier Commodity: .....

Delivery Location: .....

SIGNED BY TENDERER: .....

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

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Notes to tenderer:**

**The postulated tender MUST be priced.**

**When submitting an alternative tender (including an alternative contract period), condition of tender clause C.2.12 of Tender Data, shall be followed.**

Page	Description

SIGNED BY TENDERER: .....



**FORM A6: CERTIFICATE OF TAX COMPLIANCE (INCORPORATING SBD2)**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

The tenderer shall complete the declaration below.

I, ..... (name)  
the undersigned in my capacity as ..... (position)  
on behalf of ..... (name of company)  
herewith grant consent that SARS may disclose to the South African National Roads Agency SOC  
Limited (SANRAL) our tax compliance status. For this purpose, our unique security personal  
identification number (PIN) is ..... our tax reference number is .....  
and our tax clearance certificate number is .....

In the event of a joint venture, each member shall comply with the above requirement.

SIGNED BY TENDERER: .....

**FORM A7: CERTIFICATE OF INSURANCE COVER**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Note to tenderer:**

**In the event of the tenderer being a joint venture/consortium, the details of the individual members must also be provided.**

The tenderer shall provide the following details of this insurance cover:

Name of Tenderer: .....

Period of Validity: .....

Value of Insurance:

Insurance for Works and Contractor's Equipment

Company: .....

Value: .....

Insurance for Contractor's Personnel

Company: .....

Value: .....

General public liability

Company: .....

Value: .....

SASRIA

Company: .....

Value: .....

SIGNED BY TENDERER: .....

**FORM A8: TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED  
CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Notes to tenderer:**

1. The tenderer shall attach to this form a letter (dated less than 3 months prior to the tender closing date) from a Registered Financial Service Provider (registered with the FSB) confirming his account and confirms the Tenderer's available capital and that the Tenderer has the financial means net of current commitments (independent of any contractual advance payment) available to meet the construction cash flow requirements estimated for the subject contract or a written confirmation from any registered financial institution or the tenderer's independent registered accountant should be requested to submit confirmation of the available working capital to meet the construction workflow requirements estimated for the subject contract. The confirmation by an independent registered accountant must indicate that the review, to be conducted in terms of ISRS4400, was done in terms of the Section 30 and Regulation 29 of the Companies Act No. 71 of 2008.
2. Failure to provide the required letter with the tender submission may render the tenderer's offer non-responsive in terms of tender condition C.3.8.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.
4. In the event that the Employer at its sole discretion is not satisfied with the financial capability of the tenderer as a result of whatsoever nature and reason, the Employer reserves the right to invoke the provisions under tender data C.3.13. In addition, the Employer reserve the right to perform a full risk assessment as per tender data C.3.13. Furthermore, if the aforementioned occur, any and all report/s will be used to evaluate the Tenderer's ability to perform the contract as stated in sub-clause C3.13.(b) of the CIDB Standard for Uniformity.
5. The letter shall contain the information as indicated below.
6. The successful Tenderer may be requested to demonstrate its financial capability to execute the contract prior to award at SANRAL's discretion.
7. If the tenderer does not have financial resources, the tender will be declared non-responsive.

DATE  
Bank Name  
FSB Number  
Bank Address

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

**RE:ACCOUNT CONDUCT AND CASHFLOW CONFIRMATION**

To Whom It May Concern:

We hereby confirm that **Tenderer Name** has been banking with **xxx** bank for a period of **xxx years** and the account has been conducted in a satisfactory manner. **Tenderer Name** has the financial means, net of current commitments available to meet the construction cash flow requirements to the value of **xxxxx** for CONTRACT SANRAL N.003-110-2022/1

Name of Account Holder: .....

Account Number:.....

Bank name: .....

Branch Number: .....

Bank and branch contact details .....

Yours Sincerely,

Name \_\_\_\_\_

Signature \_\_\_\_\_



**FORM A9.1: SCHEDULE OF TENDERER'S LITIGATION HISTORY**

CONTRACT SANRAL N.003-110-2022/1

FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Note to tenderer:**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Employer	Other litigating party	Dispute	Award value	Date resolved

SIGNED BY TENDERER: .....

**FORM A9.2: ENVIRONMENTAL, SOCIAL, HEALTH, AND SAFETY PERFORMANCE DECLARATION**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Note to tenderer:**

The tenderer (and in the case of a Joint Venture, each member of the Joint Venture) shall indicate below by marking with an "X" if suspension or termination of a contract occurred or not, and/or if the performance security has been called or not, related to Environmental, Social, Health or Safety (ESHS) performance, in the past five (5) years prior to the tender submission date.

In the event that suspension or termination occurred, and/or the performance security has been called, the tenderer shall complete the details of all the suspensions and terminations as well as the details of all performance securities called since the date indicated.

The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

<b>Environmental, Social, Health, and Safety Performance Declaration</b>			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance in the past five (5) years prior to the tender submission date.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance in the past five (5) years prior to the tender submission date. Details are described below:			
<b>Year</b>	<b>Suspended or terminated portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount</b>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	<i>[insert complete contract name, contract number, Name of Employer, Address of Employer, Reason(s) for suspension or termination]</i>	<i>[insert amount]</i>
<b>Performance Security called by an employer(s) for reasons related to ESHS performance</b>			
<b>Year</b>	<b>Contract Identification</b>		<b>Total Contract Amount</b>
<i>[insert year]</i>	<i>[insert complete contract name, contract number, Name of Employer, Address of Employer, Reason(s) for calling of performance security]</i>		<i>[insert amount]</i>

SIGNED BY TENDERER: .....





**FORM A11: CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT nO. 130 OF 1993)**

CONTRACT SANRAL N.003-110-2022/1

FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Notes to tenderer:**

1. Discovery that the tenderer has failed to make proper disclosure may result in SANRAL terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 130 of 1993).
3. The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.
4. In the event of a joint venture, each and every member of the unincorporated Joint Venture shall comply with the above requirements.

SIGNED BY TENDERER:

**FORM A12: CERTIFICATE OF REGISTRATION WITH CIDB/OTHER INDUSTRY BODY**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. ([www.cidb.org.za](http://www.cidb.org.za)). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause C.2.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Contractor Grading Designation:.....

CIDB Contractor Registration Number: .....

Expiry Date: .....

Not Applicable

**FORM A13: FORM SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING**

**PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED</b>					
BID NUMBER:	N.003-110-2022/1	CLOSING DATE:	31 October 2022	CLOSING TIME:	11h00
DESCRIPTION	FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:</b>					
NORTHERN REGION 38 IDA STREET MENLO PARK PRETORIA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Procurement Officer		CONTACT PERSON	Procurement Officer	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	procurementnr4@nra.co.za		E-MAIL ADDRESS	procurementnr4@nra.co.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION				<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX</b>					

**COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT, REGISTER AS PER 2.3 BELOW**

**PART B: TERMS AND CONDITIONS FOR BIDDING**

**BID SUBMISSION:**

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000, AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A SCANNED COPY IN .PDF OF THE PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS WHO ARE PERSONS IN THE SERVICE OF THE STATE\*.

**NB: FAILURE TO PROVIDE OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
 (Proof of authority must be submitted e.g. company resolution)

DATE: .....

**FORM B1: CONTRACTOR'S ESTABLISHMENT ON SITE**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Note to Tenderer:**

**If the tenderer should require additional compensation for his obligations under Establishment on Site and General Obligations Section 1 of Annexure 2 Measurement and Payment of Volume 1 (over and above the total tendered for Section 1.0) by including such additional compensation in the tendered rates and/or lump sum of items in the pricing schedule, these items and the value of such additional compensation shall also be set out in a letter attached to this form.**

Should the combined, extended total tendered for Section 1 Establishment on Site and General Obligations exceed a maximum of 10% of the tender sum, the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

The relevant regional project engineer will duly consider these reasons but reserves the right to consider the tendered rates to be imbalanced and to deal with them in terms of Conditions of Tender clause C.3.9 contained in this volume.

Total tendered for Item Section 1 Establishment on Site and General Obligations expressed as a percentage of the tender sum (excluding VAT) .....%.

SIGNED BY TENDERER: .....

## **FORM C1.1: TENDERER'S B-BBEE VERIFICATION CERTIFICATE**

### **Notes to tenderer:**

The tenderer shall attach to this form a copy of the B-BBEE verification certificate issued in accordance with:

the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry or if the scorecard is issued after 1 December 2020, the amended Codes of Good Practice published in Notice 303 of 2019 of Government Gazette No. 42496 on 31 May 2019 by the Department of Trade and Industry or;

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. If Measured Entity operates in more than one sector or sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of Annual Revenue) are located will be acceptable.

### **The certificate shall:**

have been issued by a verification agency accredited by the South African National Accreditation System (SANAS; or be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission accompanied by financial statements or management accounts in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and be valid at the original advertised tender closing date; and have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data C.2.15).

In the event of an un-incorporated joint venture (JV), a project specific (SANRAL project number indicated) consolidated B-BBEE verification certificate in the name of the JV, shall be attached, as well as a valid B-BBEE verification certificate for each member of the JV on which the JV certificate was calculated.

The attached verification certificate and the associated assessment report shall comply with the requirements of Tender Data clause C.3.11 and shall identify:

The name and domicilium citandi et executandi of the tenderer.

The registration and VAT number of the tenderer.

The dates of granting of the B-BBEE score and the period of validity.

The expiry date of the verification certificate.

A unique identification number.

The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.

The name and/or mark/logo of the B-BBEE verification agency.

The category (Generic, QSE, EME) in which the tenderer has been measured.

The B-BBEE status level.

The South African National Accreditation System (SANAS) logo on the verification certificate once verification agencies have been accredited.

The B-BBEE procurement recognition level.

The score achieved per B-BBEE element.

The % black shareholding.

The % black women shareholding.

The % black persons with disabilities shareholding

The % black youth shareholding

The % black people living in rural or underdeveloped areas or townships shareholding

The % black military veterans shareholding

The value-added status of the tenderer.

- 5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also attached to this form.**

### **6. The tender will be declared non-responsive:**

- a) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; or
  - b) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level (not applicable for 2 envelope system); or
  - c) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; or
  - d) If the tenderer submits a B-BBEE Certificate that is expired - but did claim preference points; or
  - e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements (eg. not SANAS); or
  - f) If the tenderer submits the Scorecard assessment report only; or
  - g) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which is not project specific; or
  - h) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate does not have a contract description and / or a tender number; or
  - i) If a tenderer only submits one B-BBEE certificate, where multiple tenders were issued by SANRAL; or
  - j) If the BBEE certificate or Sworn Affidavit is not submitted or not valid.
  - k) Sworn Affidavit; if
    - i. EME (not start-up) submits a Sworn Affidavit with total revenue above R1.8 million (Consultants or BEP) or R3 million (contractors) instead of a B-BBEE Certificate; or
    - ii. QSE submits Sworn Affidavit (consultants in the built environment and contractors) instead of a B-BBEE Certificate
  - l) If the Sworn Affidavit is not valid. A valid Sworn Affidavit must contain the following:
    - i. Name/s of deponent as they appear in the identity document and the identity number.
    - ii. Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
    - iii. Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
    - iv. Percentage black ownership, black female ownership and whether they fall within a designated group.
    - v. Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
    - vi. Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue.
    - vii. B-BBEE status level. An enterprise can only have one status level.
    - viii. Date deponent signed and date of Commissioner of Oath must be the same.
    - ix. Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest".
-

**FORM C1.2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (INCORPORATING SBD6.1)**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Notes to tenderer:**

**This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**

**NB:BEFORE COMPLETING THIS FORM, THE TENDERER MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:  
the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and  
the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 (a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:  
Price; and  
B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

**“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

**“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

**“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.

**“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

**“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

**“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

**“prices”** includes all applicable taxes less all unconditional discounts.

**“proof of B-BBEE status level of contributor”** means:

B-BBEE Status level certificate issued by an authorized body or person;  
A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;  
Any other requirement prescribed in terms of the B-BBEE Act.

**“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

**“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:  
80/20 or 90/10

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = (maximum of 10)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted? (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

What percentage of the contract will be subcontracted %

The name of the sub-contractor

The B-BBEE status level of the sub-contractor:

Whether the sub-contractor is an EME or QSE (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> ✓	<b>QSE</b> ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 TYPE OF COMPANY/ FIRM (*Tick applicable box*)

- Y Partnership/Joint Venture / Consortium
- Y One person business/sole propriety
- Y Close corporation

Y Company  
Y (Pty) Limited

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....

8.6 COMPANY CLASSIFICATION (*Tick applicable box*)

Y Manufacturer  
Y Supplier  
Y Professional service provider  
Y Other service providers, e.g. transporter, etc.

8.7 Total number of years the company/firm has been in business: .....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

The information furnished is true and correct;  
The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:

- disqualify the person from the bidding process;
- recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- forward the matter for criminal prosecution.

WITNESSES:

.....  
SIGNATURE(S) OF BIDDERS(S)  
DATE: .....  
ADDRESS .....  
.....  
.....



**FORM D2: TENDERER'S METHOD STATEMENT**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Note to tenderer:**

The tenderer shall submit a method statement which complies with the following requirements: .

The tenderer's method statement shall be a concise document, preferably limited to 5 pages and a PDF version thereof shall form part of the Returnable Schedules.

The tenderer's method statement shall be evaluated for Quality points in terms of requirements stipulated in the Tender Data Appendix 1.

The tenderer's method statement must respond to the Standard Specification and Scope of Works under Part C3 to outline the proposed approach/methodology.

The Tenderer must as such explain the following:

His/her understanding of the objectives of the the Employer's requirements,

Highlight issues of importance and explain approach they would adopt to address them, and;  
the methodologies which are to be adopted, demonstrate compatibility of those methodologies with the proposed approach.

SIGNED BY TENDERER: .....

**FORM D3: TENDERER'S ORGANISATION AND STAFFING**

**Notes to tenderer:**

The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. Attach own organogram to this form; do not populate the example diagram below.

Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram.

However, the individual positions of the key persons within the structure must still be shown. The same person could fill multiple positions.

Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.

State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required.

Only submit the number of offices other than the head office. Do not count offices outside RSA.

In the lower table list those who will be involved in priority order of most to least responsibility for the service. Provide details of the key staff. Except for the MD, all of others must submit Forms D4. The same person may perform multiple roles.

Failure to comply with all requirements on Form D3 may render the Tender offer as non-responsive.



<b>Head Office:</b>	<i>State City/Town. See note 4.</i>
<b>Other Offices:</b>	<i>Only list number, See note 4</i>
<b>Total Employees:</b>	
<b>% share in JV agreement:</b>	<i>State 100% if no JV</i>

Name of employee	Position in team	Estimated monthly hours	Relevant specialist areas of knowledge demonstrating suitability for position
	<b>Managing Director/Director</b>		
	<b>Manager: Traffic Control Centre</b>		
	<b>Assistant Manager: Operations</b>		
	<b>Assistant Manager: Technical</b>		
	<b>Occupational Health and Safety Officer</b>		
	<b>Environmental Officer</b>		

SIGNED BY TENDERER: .....

**FORM D4.1: TENDERER'S KEY PERSONNEL EXPERIENCE (MANAGER: TRAFFIC CONTROL CENTRE)**

CONTRACT SANRAL N.003-110-2022/1

FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

## Note to tenderer:

The Tenderer shall provide the Key Personnel's details of previous experience relevant for this project; only on this form.

The Tenderer is referred to the Conditions of Tender for eligibility requirements.

Proof of Qualification(s) must be appended to this form. Information submitted herein shall be evaluated for Quality points in terms of requirements stipulated in the Tender Data Appendix 1, Item 2.1.

If the Form is omitted or incomplete or proposed candidate does not meet the minimum experience. The tender will be declared non-responsive in terms of clause C.2.1 of the Conditions of Tender.

Tenderer must submit proof that the proposed TCC Manager has the minimum experience in the management, operation, and maintenance of TCCs.

Reference to Traffic Control Centre(s) shall also mean Weighbridges or Toll Plazas/Operations or similar Traffic Law Enforcement facilities or Transportation facilities/hubs where services rendered include management, operation, and maintenance of the relevant facility.

NAME	POSITION IN TEAM	QUALIFICATION	DATE OBTAINED	NO. OF YEARS EXPERIENCE AS TCC MANAGER
	MANAGER: TRAFFIC CONTROL CENTRE			

## Managerial Experience

List only the most recent project(s) whose total duration of employment meets the stipulated years of experience that the tenderer considers relevant to the specified scope of works

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.

## Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D4.2: TENDERER'S KEY PERSONNEL EXPERIENCE (ASSISTANT MANAGER OPERATIONS)**

CONTRACT SANRAL N.003-110-2022/1

FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

Note to tenderer:

1. The Tenderer shall provide the Key Personnel's details of previous experience relevant for this project, only on this form.
2. The tenderer is referred to the Conditions of Tender for eligibility requirements.
3. Proof of Qualification(s) must be appended to this form. Information submitted herein shall be evaluated for Quality points in terms of requirements stipulated in the Tender Data Appendix 1, Item 2.1.
4. If the Form is omitted or incomplete or proposed candidate does not meet the minimum experience. The tender will be declared non-responsive in terms of clause C.2.1 of the Conditions of Tender.
5. Reference to Traffic Control Centre(s) shall also mean Weighbridges or Toll Plazas/Operations or similar Traffic Law Enforcement facilities or Transportation facilities/hubs where services rendered include management, operation, and maintenance of the relevant facility.

NAME	POSITION IN TEAM	QUALIFICATION	DATE OBTAINED	NO. OF YEARS EXPERIENCE
	ASSISTANT MANAGER OPERATIONS			

Relevant Managerial Experience

**List only the most recent project(s) whose total duration of employment meets the stipulated years of experience that the tenderer considers relevant to the specified scope of works.**

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D4.3:TENDERER'S KEY PERSONNEL EXPERIENCE (ASSISTANT MANAGER TECHNICAL)**

CONTRACT SANRAL N.003-110-2022/1

FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

## Note to tenderer:

The Tenderer shall provide the Key Personnel's details of previous experience relevant for this project; only on this form.

The tenderer is referred to the Conditions of Tender for eligibility requirements.

Proof of Qualification(s) must be appended to this form. Information submitted herein shall be evaluated for Quality points in terms of requirements stipulated in the Tender Data Appendix 1, Item 2.1.

If the Form is omitted or incomplete or proposed candidate does not meet the minimum experience. The tender will be declared non-responsive in terms of clause C.2.1 of the Conditions of Tender.

Reference to Traffic Control Centre(s) shall also mean Weighbridges or Toll Plazas/Operations or similar Traffic Law Enforcement facilities or Transportation facilities/hubs where services rendered include management, operation, and maintenance of the relevant facility.

NAME	POSITION IN TEAM	QUALIFICATION	DATE OBTAINED	NO. OF YEARS EXPERIENCE
	ASSISTANT MANAGER (TECHNICAL)			

## Relevant Managerial Experience

**List only the most recent project(s) whose total duration of employment meets the stipulated years of experience that the tenderer considers relevant to the specified scope of works.**

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

## Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D4.4: TENDERER'S PERSONNEL EXPERIENCE- OCCUPATIONAL HEALTH AND SAFETY OFFICER**

CONTRACT SANRAL N.003-110-2022/1

FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

## Note to tenderer:

The Tenderer shall provide the Key Personnel's details of previous experience relevant for this project; only on this form.

The tenderer is referred to the Conditions of Tender for eligibility requirements.

Proof of Qualification(s) must be appended to this form. Information submitted herein shall be evaluated for Quality points in terms of requirements stipulated in the Tender Data Appendix 1, Item 2.1.

Reference to Traffic Control Centre(s) shall also mean Weighbridges or Toll Plazas/Operations or similar Traffic Law Enforcement facilities or Transportation facilities/hubs where services rendered include management, operation, and maintenance of the relevant facility.

NAME	POSITION IN TEAM	QUALIFICATION	DATE OBTAINED	NO. OF YEARS EXPERIENCE
	OCCUPATIONAL HEALTH AND SAFETY OFFICER			

## Relevant Experience

List only the most recent project(s) whose total duration of employment meets the stipulated years of experience that the tenderer considers relevant to the specified scope of works.

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

## Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D4.5: TENDERER'S PERSONNEL EXPERIENCE -ENVIROMENTAL OFFICER**

CONTRACT SANRAL N.003-110-2022/1

FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

## Note to tenderer:

The Tenderer shall provide the Key Personnel's details of previous experience relevant for this project; only on this form.

The tenderer is referred to the Conditions of Tender for eligibility requirements.

Proof of Qualification(s) must be appended to this form. Information submitted herein shall be evaluated for Quality points in terms of requirements stipulated in the Tender Data Appendix 1, Item 2.1.

Reference to Traffic Control Centre(s) shall also mean Weighbridges or Toll Plazas/Operations or similar Traffic Law Enforcement facilities or Transportation facilities/hubs where services rendered include management, operation, and maintenance of the relevant facility.

NAME	POSITION IN TEAM	QUALIFICATION	DATE OBTAINED	NO. OF YEARS EXPERIENCE
	ENVIRONMENTAL OFFICER			

## Relevant Experience

**List only the most recent project(s) whose total duration of employment meets the stipulated years of experience that the tenderer considers relevant to the specified scope of works.**

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

## Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D5.1: TENDERER'S (COMPANY) EXPERIENCE COMPLETED PROJECTS**

CONTRACT SANRAL N.003-110-2022/1

FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Note to tenderer:**

The tenderer shall provide details of previous experience required for this project.

The tenderer shall provide details of previous experience required for this project and attach contract performance evaluation certificates.

The Tenderer must have satisfactorily completed (at least completed as a prime contractor, joint venture member, management contractor or sub-contractor) a minimum number of one (1) similar contracts matching the subject project's scope of work, between 1st January 2017 and tender submission deadline. Each completed contract must have a minimum value that exceeds R 50 million and have a Satisfactory Performance Rating, as rated in terms of the project(s) Employer's Performance Rating system or Letter of confirmation.

For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, shall be considered to meet the minimum value requirement.

If the Tenderer is a joint venture, the value of contracts completed by the individual joint venture members can be combined and shall be treated as one contract to determine whether the requirement of the minimum value of a single contract has been met. In the case of combined contracts, each contract performed by each member shall exceed twenty-five percent (25%) of the minimum value of a single contract as required for single entity. In determining whether the joint venture meets the requirement of total number of contracts, the number of contracts completed by all JV members each of value equal or more than the minimum value required shall be aggregated. For the afore-mentioned purpose, contracts which are combined to meet the minimum value shall be treated as one contract.

If the tenderer's experience does not meet the stipulated minimum requirement e.g., less than the minimum stipulated number of recent contracts or if the proposed project is not relevant and as a result the tenderer does not meet the minimum requirement, the tenderer will be scored zero.

Reference to Traffic Control Centre(s) shall also mean Weighbridges or Toll Plazas/Operations or similar Traffic Law Enforcement facilities or Transportation facilities/hubs where services rendered include management, operation, and maintenance of the relevant facility.

List only project(s) which comply with items 1 to 6 above.

CLIENT/EMPLOYER	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE OF WORK (i.e. the service provided) inclusive of VAT (Rand)	CONTACT PERSON AND FIRM	CONTACT NUMBER

Comments:

---

I confirm that the information provided herein is true, that the projects reported, and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D5.2: TENDERER'S EXPERIENCE based on projects IN PROGRESS**

CONTRACT SANRAL N.003-110-2022/1

FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

Note to tenderer:

Submission of this form is optional. This form must be submitted if the tenderer does not comply with the requirements of Form D5.1 and elects to list projects that are in progress to comply with afore- mentioned requirements.

The Tenderer must list details of similar projects in progress (as a prime contractor, joint venture member, management contractor or sub-contractor) matching the subject project's scope of work, between 1st January 2017 and tender submission deadline. Each project in progress must have a certified value of work that exceeds 80% of the awarded value and exceeds R 50 million and have a Performance Rating not less than zero (0) Adequate, as rated in terms of the Employer's Performance Rating system. The Performance Rating and certified value of work at closing date must be confirmed by the Project Employer or Project Engineer in writing.

For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, shall be considered to meet the minimum value requirement.

If the Tenderer is a joint venture, the value of contracts completed by the individual joint venture members can be combined and shall be treated as one contract to determine whether the requirement of the minimum value of a single contract has been met. In the case of combined contracts, each contract performed by each member shall exceed twenty-five percent (25%) of the minimum value of a single contract as required for single entity. In determining whether the joint venture meets the requirement of total number of contracts, the number of contracts completed by all JV members each of value equal or more than the minimum value required shall be aggregated. For the afore-mentioned purpose, contracts which are combined to meet the minimum value shall be treated as one contract.

If the tenderer's experience does not meet the stipulated minimum requirement e.g. less than the minimum stipulated number of recent contracts or if the proposed project is not relevant and as a result the tenderer does not meet the minimum requirement, the tenderer will be scored zero.

Reference to Traffic Control Centre(s) shall also mean Weighbridges or Toll Plazas/Operations or similar Traffic Law Enforcement facilities or Transportation facilities/hubs where services rendered include management, operation, and maintenance of the relevant facility.

List only project(s) which comply with items 1 to 6 above.

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	AWARD VALUE OF WORK (i.e. the service provided) inclusive of VAT (Rand)	VALUE OF WORKS CERTIFIED	CONTACT PERSON AND FIRM	CONTACT NUMBER

Comments:

I confirm that the information provided herein is true, that the projects reported, and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D6: TENDERER'S INDICATIVE PROGRAMME**

CONTRACT SANRAL N.003-110-2022/1

FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Notes to tenderer:**

The tenderer shall attach an indicative programme, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this contract. The programme shall be in accordance with the information provided in "Form D7 Schedule of Estimated Monthly Expenditure", and with all other requirements of the Project Document.

~~If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall also be attached to the Pricing Schedule for the alternative proposal.~~

**FORM D7: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

CONTRACT SANRAL N.003-110-2022/1  
 FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
 CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below.

MONTH	VALUE	MONTH	VALUE
1	R.....	TOTAL b/f	R.....
2	R.....	20	R.....
3	R.....	21	R.....
4	R.....	22	R.....
5	R.....	23	R.....
6	R.....	24	R.....
7	R.....	25	R.....
8	R.....	26	R.....
9	R.....	27	R.....
10	R.....	28	R.....
11	R.....	29	R.....
12	R.....	30	R.....
13	R.....	31	R.....
14	R.....	32	R.....
15	R.....	33	R.....
16	R.....	34	R.....
17	R.....	35.....	R.....
18	R.....	61 (FINAL)*	R.....
19	R.....		
TOTAL c/f	R.....		
		TOTAL: R.....	

SIGNED BY TENDERER: .....

**FORM D8: SCHEDULE OF SUBCONTRACTORS**

CONTRACT SANRAL N.003-110-2022/1  
 FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

With regard to sub-clause 4.4 of the FIDIC Conditions of Contract as amended:

**Notes to tenderer:**

The tenderer shall list below the items of work he intends to subcontract.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.

ITEM OF WORK	NAME OF SUBCONTRACTOR (IF KNOWN) AND INDICATE SPECIALIST SUBCONTRACTORS WITH "S"	% VALUE OF THE TENDER AMOUNT SUB-CONTRACTED	B-BBEE STATUS LEVEL OF SUB-CONTRACTOR	STATE IF TARGETED ENTERPRISE	STATE IF EME

SIGNED BY TENDERER: .....

**FORM D9: CORPORATE SOCIAL INVESTMENT**

CONTRACT SANRAL N.003-110-2022/1

FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

With regard to clause D1012: Community Development, of the Project Specifications:

**Notes to tenderer:**

The tenderer shall list below his own Corporate Social Investment initiatives that will actively be pursued for this project.

The Corporate Social Investment initiatives will be evaluated and applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000.

CSI INITIATIVE	COMMUNITY AFFECTED	ESTIMATED RAND VALUE OF INITIATIVE	ESTIMATED TIME FOR IMPLEMENTATION

SIGNED BY TENDERER: .....

**FORM E1: SCHEDULE OF TENDER COMPLIANCE**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Note to tenderer:**

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

<b>FORM NO / SBD NO</b>	<b>ELECTRONIC FORMAT</b>	<b>FORM DESCRIPTION</b>	<b>TICK IF COMPLETED</b>	<b>ENVELOPE</b>
A1	PDF	CERTIFICATE OF CONFIRMATION THAT THE TENDERER READ THE PRESENTATION	*1	TECHNICAL PROPOSAL (FIRST ENVELOPE-CONTAINING CD/USB FLASH DRIVE)
A1.1	PDF	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	*1	
A2.1	PDF	CERTIFICATE OF AUTHORITY FOR SIGNATORY	*1	
A2.2	PDF	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	*1 and *2	
A2.3	PDF	CERTIFICATE OF SINGLE TENDER SUBMISSION	*1 and *2	
A2.4	PDF	CERTIFICATE OF FRONTING PRACTICES	*1 and *2	
A.2.5	PDF	DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	*1 and *2	
A.2.6	PDF	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	*1 and *2	
A3.1 / SBD4	PDF	BIDDER'S DISCLOSURE	*1 and *2	
A3.2 / SBD9	PDF	CERTIFICATE OF INDEPENDENT TENDER	Not Applicable	
A3.3 / SBD8	PDF	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	Not Applicable	
A3.4	PDF	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	*1 and *2	
A4	PDF	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	*1 and *2	
A5	PDF	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	*1 and *2	
A6 / SBD2	PDF	CERTIFICATE OF TAX COMPLIANCE	*1	
A7	PDF	CERTIFICATE OF INSURANCE COVER	*1	
A8	PDF	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	*1	
A9.1	PDF	SCHEDULE OF TENDER'S LITIGATION HISTORY	*1	
A9.2	PDF	ENVIRONMENTAL, SOCIAL, HEALTH, AND SAFETY PERFORMANCE DECLARATION	*1	
A10	PDF	SCHEDULE OF CURRENT COMMITMENTS - TENDERER	*1	

A10.1	PDF	SCHEDULE OF CURRENT COMMITMENTS – PROPOSED KEY PERSONNEL	*1	
A11	PDF	CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)	*1	
A13/SBD 1:	PDF	FORM SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	*1 & *2	
C1.1 / SBD6.1	PDF	TENDERER'S B-BBEE VERIFICATION CERTIFICATE	*1 and *2	
C1.2	PDF	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (INCORPORATING SBD6.1)		
D4	PDF	<del>SCHEDULE OF TENDERER'S PLANT AND EQUIPMENT</del>	<del>1 and 2</del>	
D2	PDF	TENDERER'S METHOD STATEMENT		
D3		TENDERER'S ORGANISATION AND STAFFING	*1 and *2	
D4.1	PDF	TENDERER'S KEY PERSONNEL EXPERIENCE (Manager: Traffic Control Centre)	*1	
D4.2	PDF	TENDERER'S KEY PERSONNEL EXPERIENCE (Assistant Manager Operations)	*1	
D4.3	PDF	TENDERER'S KEY PERSONNEL EXPERIENCE (Assistant Manager Technical)	*1	
D4.4	PDF	TENDERER'S PERSONNEL EXPERIENCE (Occupational Health and Safety Officer)	*1	
D4.5	PDF	TENDERER'S PERSONNEL EXPERIENCE (ENVIRONMENTAL OFFICER)	*1	
D5	PDF	TENDERER'S (COMPANY EXPERIENCE) EXPERIENCE	*1	
D6	PDF	TENDERER'S INDICATIVE PROGRAMME	*1	
D8	PDF	SCHEDULE OF SUBCONTRACTORS	*1	
D9	PDF	CORPORATE SOCIAL INVESTMENT	*1 and *2	
E1	PDF	SCHEDULE OF TENDER COMPLIANCE	*1	
<b>FORM NO / SBD NO</b>	<b>ELECTRONIC FORMAT</b>	<b>FORM DESCRIPTION</b>	<b>Tick if completed</b>	<b>ENVELOPE</b>
B1	PDF	CONTRACTOR'S ESTABLISHMENT ON SITE	*1	FINANCIAL PROPOSAL (SECOND ENVELOPE- CONTAINING CD/USB FLASH DRIVE)
C1.1.1 / SBD7	PDF	FORM OF OFFER	*1 and *2	
C1.2.3	MS EXCEL	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	*1 and *2	
C2.2 / SBD3	MS EXCEL & PDF	PRICING SCHEDULE	*1 and *2	
C.2.3	MS EXCEL & PDF	SUMMARY OF PRICING SCHEDULE (INCLUDING BREAKDOWN OF RATES)	*1 and *2	
D7	PDF	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	*1	

- Notes: \*1 Schedules/documents required for tender evaluation purposes  
\*2 Schedules/documents that will be incorporated into the Contract

Tenderers shall note that their signature on this form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.

SIGNED BY TENDERER: .....

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**PART C1: AGREEMENTS AND CONTRACT  
DATA**

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**PART C1: AGREEMENTS AND CONTRACT DATA**

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**C1.1 FORMS OF OFFER AND ACCEPTANCE**

**C1.1.1 FORM OF OFFER (Incorporating SBD7)**

The South African National Roads Agency SOC Limited  
PO Box 415  
PRETORIA  
0001

Sir,

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

I/we, by signing this part of the forms of offer and acceptance acknowledge they are the equivalent of the Letters of Tender and Acceptance as defined in clauses 1.1.48 and 1.1.49 in the Conditions of Contract for 'Design, Build and Operate Projects', First Edition 2008, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).

I/we, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.

I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender and the conditions of contract identified in the contract data.

**PRICE OFFERED**

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM SECTION C2.3: PRICING SCHEDULE SUMMARY IS.....

..... (in words)

(R ..... in figures)

I/we confirm that if any difference between the total of the Pricing Schedule Summary and the amounts stated above exists, the total in the Pricing Schedule Summary shall apply.

**PREFERENCE CLAIMED**

I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule Form C1: Tenderer's B-BBEE Verification Certificate subject to Tender Data C.3.11 In the event of any difference between the above stated status level and the Verification Certificate attached to Form C1, the Verification Certificate shall apply.

You may accept this offer by signing and returning to the tenderer one copy of the Form of acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A4: Schedule of

Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption and misrepresentation.

Yours faithfully

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

NAME (IN CAPITALS): .....

CAPACITY: .....

Date and minute reference of Board resolution if different from returnable schedule Form A2.1:

Certificate of Authority for signature.....

NAME AND ADDRESS OF ORGANISATION: .....

.....

NAME AND SIGNATURE OF WITNESSES:

**WITNESS 1:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

**WITNESS 2:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

## C1.1.2 FORM OF ACCEPTANCE (Incorporating SBD7)

**Note to compiler: Form to be printed on SANRAL letterhead**

To (Name of successful tenderer)

Dear Sir,

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

### ACCEPTANCE OF OFFER

1. It is our pleasure to inform you that the South African National Roads Agency SOC Limited (the Employer) accepts your **(select if applicable corrected/corrected alternative/alternative)** offer in the amount of **R.....** (i.e. including VAT but excluding cost indexation and any contingent sum not in the priced schedule) for the Operation Service Period of Five (5) years with the base date of **.....** (28 days prior to the actual closing date of tender).
2. The amount due may not be the Accepted Contract Amount but payment shall be made in accordance with the conditions of contract identified in the contract data.
3. This Letter of Acceptance constitutes the Letter of Acceptance as defined in clause 1.1.48 of the "Conditions of Contract for Design, Build and Operate Projects" (2008), published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) Gold Bank.
4. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the Contract that is comprised of:  
  
Part C1: Agreements and Contract Data (including this Letter of Acceptance),  
Part C2: Pricing Data,  
Part C3: Scope of the Work,  
Part C4: Site Information,  
Part D: Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises utilisation and development; and  
Part E: Annexures  
together with issued drawings, addenda, Employer Requirements and other documents, or parts thereof, which may be incorporated by reference into Parts listed above.
5. Deviations and/or qualifications included in your offer as well as any changes to the terms of the offer agreed by us during the process of tender offer and acceptance shall not be valid unless contained in the tendered Returnable Schedule of deviations. In the event that an alternative offer is accepted, it is a fundamental Condition of Acceptance that all responsibilities and concomitant liabilities arising from the alternative design, methodology or the like, pass from us to you. **(Note to compiler: If no deviation/alternative tender then replace the above part of this paragraph with "There are no alternatives, deviations, qualifications or changes to the documents")** Addenda issued during the tender period are not deemed to be deviations to the tender documents and schedules.
6. Notwithstanding the need to agree the mandate required by Section 37 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), a proforma of which is attached for your reference, we hereby appoint you as the Principal Contractor in terms of Regulation 5(1)(k) of the Construction Regulations, GNR. 84 of 2014.
7. A SARS compliance check has been done on you and you are found to be ..... **(select: "compliant" or "non-compliant")**. **(Note to compiler: check SARS website for compliance: if not compliant add the following sentence: "Within 7 calendar days of the date of this Form of Acceptance you shall provide proof that you are SARS compliant. Failure to fulfil this obligation shall constitute a repudiation of this agreement.")**

8. Within fourteen (14) calendar days of the date of this Letter of Acceptance (including the tendered Returnable Schedule of deviations if any) you shall deliver to us:

Performance Security – Surety Bond (as per clause 4.2 and 13.8 of the Condition of Contract (FIDIC)) a pro forma is contained in the sample forms of tender and agreement of the FIDIC DBO Conditions of Contract for your reference. There shall be no deviations from the wording of the pro forma Performance Security – Surety Bond. *Note to compiler: state percentage required for TCC projects (2.5% of the accepted of offer amount and up to a maximum of R 3 000 000.00).*

Proof of insurance in terms of the information provided in the Contract Data and clause 19 of the Condition of Contract (FIDIC). Proof of currency of insured cover shall be provided on a monthly basis until date stated in Contract Completion Certificate.

Fully completed and signed form together with your Health and Safety plan and proof of the Construction Health and Safety Officer's Registration with SACPCMP.

Proof that you are registered and in good standing with the compensation fund or with a licensed compensation insurer.

A completed Form of banking Details. *Note to compiler: only include this if the successful tenderer has not previously been registered as a vendor with the Employer.*

Proof of registration on the Employer's Project Information Module (ITIS).

Alternative nominated DAB member details. *Note to compiler: only include this if a standing DAB is specified under Conditions of Contract clause 20.2*

*Note to compiler: The completed Form A3.5, Form A3.6 and Form C1.1.2 of the successful tenderer is to be forwarded to the Department of Trade and Industry (Industrial Procurement Unit) after award*

Failure to fulfil either of the obligations in (i), (ii) or (iii) above, shall constitute a repudiation of this agreement and we may at our discretion apply any rights of remedy including barring you from tendering on any of our future tenders for a period to be determined by us, but not less than twelve (12) months, from the date of tender closure.

9. The effective date of the contract shall be the date of this Letter of Acceptance unless you within four (4) calendar days of the effective date, notify us in writing of any justification why you cannot accept the contents of this agreement.
10. The Commencement Date of the Works shall be that on which the commencement meeting is held, which shall not be later than ..... *Note to compiler: the commencement meeting date indicated above is usually within 28 calendar days after the date of this form, as circumstances demand and as agreed between tenderer/Employer. The above can also be amended by fixing the Commencement Date to a given date.* Access to the Site shall be. *Note to compiler: For contracts where no application for a permit to do construction work is required from the Department of Labour LLo. Construction Regulation 3(2), add the following sentence: on the Commencement Date.*
11. Notwithstanding that a full, original-signed copy of the Contract document containing all Contract Data and schedules (including that of accepted deviations) will be delivered to you, this Letter of Acceptance constitutes the binding contract between us.
12. Messrs ..... act as our Employers Representative to fulfil the functions and duties in the administration of this Contract. Please contact ..... at ..... to make arrangements for the signing of the Contract documents and handover of the Site.

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

NAME (IN CAPITALS): .....

CAPACITY: Regional Manager **Northern Region**

EMPLOYER'S NAME AND ADDRESS: **38 IDA Street**

**Menlo Park**

**Pretoria**

**0081**

AUTHORITY TO ACT: **SANRAL Delegation of Authority: Item 2.4.1.2.**

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

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

Schedule of deviations

The deviations listed below constitute agreed deviations/amendments to the tender document negotiated between the tenderer and employer based on information provided in Form A4: Schedule of Deviations or Qualifications by the tenderer or imposed conditions of award.

Addenda issued during the tender period are deemed not to be deviations to the tender.

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

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**C1.2 CONDITIONS OF CONTRACT****C1.2.1 CONDITIONS OF CONTRACT****Note to tenderer:**

1. The Conditions of Contract for Design, Build and Operate Projects (First Edition 2008) prepared by the International Federation of Consulting Engineers (FIDIC), as amended, shall apply to this contract. The amendments are those issued by FIDIC and reproduced hereafter, together with additional amendments (particular conditions of contract) as prescribed by the South African National Roads Agency SOC Limited

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**PART A: GENERAL CONDITIONS - FIDIC AMENDMENTS**  
**C1.2.1 GENERAL CONDITIONS - FIDIC AMENDMENTS**

Up to **31 August 2022** the following amendments have been issued by FIDIC.

Note: General instruction to omit references (wholly or partial) aspects related to Design- Build Phase

The instruction is as follows;

This Contract's Scope of Work is limited to the Operations Service period only and excludes the Design-Build Phase. The Contractor takes over the Employer's Facility/Works which is existing and carries out duties in accordance with the Scope of Work. The Contractor's duties are limited to Management, Operations and Maintenance of the Works. Therefore, all references, clauses and sub-clauses contained in the GCC applicable to the Design-Build Phase shall have no bearing to this Contract, unless such references, sub-clauses and clauses are relevant to the Operation Service Period.

**PART B: PARTICULAR CONDITIONS OF CONTRACT**

The following amendments are the South African National Road Agency SOC Limited's standard amendments to the FIDIC General Conditions and shall apply to this contract.

**SUBJECT INDEX**

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BE Definitions	1.1.2.11	Fossils	4.24
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## PARTICULAR CONDITIONS PART B: SPECIAL PROVISIONS

### 1.1 Definitions

*Replace 1.1.10 with:*

" **'Contract'** means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules, and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference."

*Replace 1.1.28 with:*

"A **'day'** means a calendar day, except for any extension of time that is granted under Sub-Clause 9.3, [Extension of Time for Completion of Design-Build], in which case a day means a working day. A "Year" means 365 calendar days".

*Replace 1.1.1.36 with:*

"**'Employer's Requirements'** means that document entitled Scope of Work, as included in the Contract, and any additions and modifications to the Scope of Work in accordance with the Contract. Such document specifies the Works."

#### 1.1.47 "Laws"

*In the 1st line, replace "(or state)" with "(or other spheres of government)" and in the 2nd line, after "other laws", insert "including the South African Common Law".*

*Replace 1.1.48 with:*

" **'Letter of Acceptance'** means the Form of Acceptance as contained in part C1.1.2 of the contract documents."

*Replace 1.1.49 with:*

" **'Letter of Tender'** means the Form of Offer as contained in part C.1.1.1 of the contract document."

*Replace 1.1.68 with:*

" **'Schedules'** means the document(s) completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include the Bill of Quantities, data lists and schedules of rates and/or prices."

*Replace 1.1.75 with:*

" **'Tender'** means that section of the Form of Offer and Acceptance called 'Offer' and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract."

*Replace 1.1.82 with:*

" **'Works'** means the Permanent Works [including assets related to plant, materials and Contractor's documents as appropriate] and Temporary Works [including assets relating to temporary Contractor's facilities, pursuant to Sub-clause 1.16 (Project Assets)] or either of them as appropriate and the facility [including assets relating to Employer's Facilities and Contractor's facilities as appropriate, pursuant to sub-clause 1.16 (Project Assets)] to be operated by the Contractor during the Operation Service Period."

*Add the following:*

"1.1.84 **'Bill of Quantities'** also means the Pricing Schedule as contained in Section C2.2 of the Contract document.

- 1.1.85 **'Targeted Enterprise'** means an enterprise defined in Section D of Part C3: Scope of Works.
- 1.1.86 **'Employer's Documents'** means the calculations, computer programs and other software, drawings, manuals, models and other documents supplied by the Employer under the Contract; which are also referred to in sub-clause 1.12 (Contractor's Use of Employer's Documents) and sub-clause 1.16 (Project Assets) and as detailed in the Employer's Requirements;
- 1.1.87 **'Employer's Facilities'** means those facilities made available by the Employer to the Contractor for purposes of the Works and the Operation Service and includes the Employer's Fixed Assets, Employer's Equipment and Employer's Documents; which facilities are also referred to in sub-clause 1.16 (Project Assets), sub-clause 4.26 (Use of Employer's Facilities) and as detailed in the Employer's Requirements;
- 1.1.88 **'Employer's Fixed Assets'** means generally but not necessarily, the Employer's fixed type of infrastructure associated with civil works, structural works, building, electrical and mechanical assets and as detailed in the Employer's Requirements."

## 1.2 Interpretation

*Replace the contents of (d) with:*

"The expression "written", "in writing", "notify", "the giving of notice", "giving consent", "as instructed" or "at the request of" means that communication, either hand-written or printed by whatever means, including transmission by telefax or email, and resulting in a permanent record. However, such notice, instruction, consent or request is not deemed to have been delivered by virtue of its appearance in the minutes of meetings."

## 1.3 Notices and Other Communications

*At the end of this sub-clause 1.3, insert the following paragraph:*

"Any notice, consent, approval, certificate or determination by any person shall not be deemed to have been given or issued by virtue of its appearance in the minutes of any meeting or in the content of an e-mail message. For the avoidance of doubt, e-mail messages, although permitted for the purposes of informal communications, shall not constitute contractual correspondence or be used to gain benefit under the Contract."

## 1.5 Priority of Documents

*Replace sub-paragraphs items (a) to (h) with:*

- (a) the Forms of Offer and Acceptance
- (b) the Particular Conditions Part A – Contract data
- (c) the Particular Conditions Part B – Special provisions
- (d) the General Conditions
- (e) the Scope of Works,
- (f) the project Drawings,
- (g) the standard Specifications,
- (h) the standard Drawings, and
- (i) the Schedules and any other documents forming part of the Contract."

## 1.6 Contract Agreement

*Replace the 1st two sentences with the following:*

"The Parties shall enter into a Contract Agreement when the Employer issues the Form of Acceptance (see Particular Condition 1.1.48). The Contract Agreement shall be in the form prescribed in the tender documents".

## 1.8 Assignment

*Change the title of this sub-clause to read "Assignment/Cession" and replace its contents with the following:*

"Neither Party shall, without the written consent of the other, assign the contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder."

## 1.9 Care and Supply of Documents

*Add the following before the first paragraph:*

"Unless otherwise stated in the Contract, one copy of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor."

*In the 1<sup>st</sup> paragraph, 3<sup>rd</sup> line, change "six" to "two".*

## 1.12 Contractor's Use of Employer's Documents

*Insert the following new paragraphs at the end of this sub-clause 1.12 that read:*

"In the case of Employer's Documents which are in the form of computer programs and other software, the Contractor shall:

take-over, operate, maintain, resolve defects, modify, expand, replace, dispose, upgrade and hand-back such documents in accordance with the relevant parts of the Conditions of Contract and the Employer's Requirements; and

in the case of access by the Contractor to such documents be restricted or prevented, in relation to proprietary and intellectual / copy rights of other parties, then the Contractor shall perform and implement all things necessary at his expense to ensure compliance to the Conditions of Contract and the Employer's Requirements. For the avoidance of doubt, such case shall not imply any excuse, or right to claim, or relieve for the Contractor being unable to meet the associated risks, liabilities, obligations and Employer's Requirements under the Contract."

*After Sub-clause 1.15, insert a new Sub-clause 1.16 with the following wording:*

## "1.16 Project Assets

*The complete project assets consist of:*

### **Employer's Facilities**

The Employer's Facilities are those on-Site assets, whether of a permanent or temporary nature, made available by the Employer to the Contractor for purposes of the Works and the Operation Service under the Contract. The Employer's Facilities are those taken over and used by the Contractor in accordance with sub-clause 4.26 (Use of Employer's Facilities), are detailed in the Employer's Requirements and consist of:

**Employer's Fixed Assets** (as defined in the Conditions of Contract and generally, but not necessarily, of a fixed asset type),

**Employer's Equipment** (as defined in the Conditions of Contract and generally, but not necessarily, of a semi-fixed asset type and/or hardware system nature), and

**Employer's Documents** (as defined in the Conditions of Contract and generally, but not specifically, of a documentation and software system asset type).

### **Contractor's facilities**

The Contractor's facilities include all other facilities / assets, whether of a permanent or temporary nature and whether on or off Site [in addition to those listed under this sub-clause 1.16 (a), (b) and (d)] made available by the Contractor and required to complete the Works and to perform the Operation Service under the Contract.; and

**Contractor's Equipment** (as defined in the Conditions of Contract and generally, but not necessarily, of a movable asset type)."

#### **2.1 Right of Access to the Site**

*At the end of paragraph 1, insert the following:*

"The Contractor shall liaise and fully co-operate with any other contractor appointed by the Employer, in order to gain access to the Site or any part thereof."

*After paragraph 2, insert the following:*

"The Contractor shall not, whether directly or indirectly, cause the closure of any public road or any lanes forming part of a public road. If and when the Contractor requires access to the Works or any part thereof which will necessitate the closure of a public road or lanes forming part of a public road, he shall notify the Employer's Representative, who shall, as soon as is reasonably possible, arrange for the closure of such road or lanes as is reasonably necessary to allow access to the Site or part thereof. Lane closure rental costs, if specified in the Employer's Requirements or Contract, shall be borne by the Contractor."

#### **2.3 Employer's Personnel**

*In the 1st sentence delete "and the Employer's other contractors".*

#### **3.1 Employer's Representative's Duties and Authority**

*After the 3rd paragraph insert the following:*

"In addition to the actions stipulated in the General Conditions whereby the Employer's Representative shall first obtain the approval of the Employer, the Employer's approval shall also be obtained before taking any action under Sub-Clauses 8.6, 9.3, 11.7, 13.3 and 20.1 as amended in these Particular Conditions".

#### **4.1 Contractor's General Obligations**

*Add the following sentence to the 1st paragraph:*

"With regard to the Contractor's proposals submitted under the item of the Scope of Works entitled 'Small Contractor Development, Training and Community Participation', if the Contractor fails to provide the employment or training to the extent proposed, the Employer may impose penalties as set out in the above-mentioned Scope of Works."

*Add the following to the 2nd paragraph:*

"Where necessary to maintain the rate of progress required by the programme, the Contractor shall assist a Targeted Enterprise Subcontractor employed as a condition of contract in buying, bringing to Site and storing on Site all Materials, Plant and equipment to be supplied by, or required for work to be done by, the Targeted Enterprise Subcontractor."

#### **4.2 Performance Security**

*Replace the wording of the second paragraph under this sub-clause 4.2 with:*

“The Performance Security includes all guarantees / bonds and the like and the renewals, replacements or extensions thereof as required to meet the Performance Security obligations and requirements.

*Replace the wording of the fourth paragraph under this sub-clause 4.2 with:*

“The Contractor shall ensure that the Performance Security remains valid and enforceable until 120 days after the date of the issue of the Contract Completion Certificate or 90 days after the Date of Termination.

Failure by the Contractor to maintain the validity of the Performance Security shall be grounds for termination in accordance with sub-clause 15.2 [Termination for Contractor’s Default].

*Replace the wording in sub-clause 4.2 (a) with:*

“(a) in the case of a renewal, extension or replacement of the Performance Security required to meet the Performance Security obligations and requirements and failure by the Contractor to renew, extend or replace such Performance Security prior to a date determined at, 21 days prior to the expiry or invalidity of the Performance Security, in which event the Employer may claim the full or, in case of an earlier reduction, the reduced amount of the Performance Security;”

*Below sub-paragraph (d), insert a new sub-paragraph (e) with the following wording:*

“or circumstances which entitle the Employer under sub-clause 12.1 (Completion of Outstanding Work and Remedying Defects).”

*Replace the wording of the last paragraph in this sub-clause 4.2 with:*

“The Employer shall return the Performance Security to the Contractor within 21 days after the valid expiry date(s) thereof.”

*In the last line of the last paragraph replace the words "Performance Certificate" with "Taking-Over Certificate".*

#### **4.4 Subcontractors**

*At the end of sub-clause 4.4, insert the following:*

“Every subcontract entered into between the Contractor and any Subcontractor shall contain the following provisions:

the Contractor shall be entitled to cede and assign and make over all its rights and obligations in terms of the subcontract in favour of the Employer and shall notify the Subcontractor within 21 days of entering any cession or assignment; and

The Subcontractor shall be deemed, by signing this subcontract, to give the Contractor and the Employer a non-terminable, transferable, non-exclusive royalty free license to copy, use and communicate the Subcontractor’s documents for purposes of the Works and the Operation Service.

This license shall:

apply throughout the actual or intended working life (whichever is the longer) of the relevant part of the Works; and

entitle any person, in lawful possession of the relevant part of the Works, to copy, use and modify the Subcontractor’s documents for purposes of completing, operating, maintaining, altering, adjusting, repairing and/or demolishing the Works; and

in the case of the Subcontractor's documents, which are in the form of computer programs and other software, permit the use thereof on any computer on the Site, or any other place envisaged in this Contract, including the replacement, upgrading or expansion of any software supplied by the Contractor and/or the Employer; and

enable the Contractor to transfer all rights to the Employer and enable the Employer to re-let the Contract; and

enable the Employer to take over the whole or part of the Works and effectively operate and maintain the Works or any part thereof; and

enable the Employer, at the end of the Operation Service Period, to appoint any other person/s for purposes of effectively operating and maintaining the Works or any part thereof; and

transfer to the Employer the licenses and/or the right of use in respect of any computer programs, software, design documents, codes and information of which a party, other than the Subcontractor, holds proprietary rights and/or copyright so as to enable the Contractor and/or Employer to effectively operate and maintain the Works or appoint another person/s to operate and maintain the Works or any part thereof; and

enable the Employer to incorporate any other toll roads or national systems, in the Republic of South Africa, into the Works.

The Subcontractor shall ensure that, where necessary, the consent and/or license for the use of any design, computer program, software and other documents, which may be required for the effective operation and maintenance of the Works, are obtained in favour of the Contractor and the Employer."

#### **4.8 Safety Procedures**

*Add the following sub-paragraph:*

"(f) enter into and execute an agreement as provided for under Section 37(2) of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and shall comply with all other requirements of Act No 85 of 1993 and Construction Regulations 2014. The agreement in the relevant form shall be prepared at the expense of the Employer."

#### **4.10 Site Data**

*In the 1st paragraph, 1st sentence, replace "prior to the Base Date" with "either as part of or by reference in the Tender Documents or, otherwise, not later than 7 days before the latest date for submission of the Tender Documents", and delete the 2nd sentence.*

#### **4.13 Rights of Way and Facilities**

*Add the following paragraph:*

"The Contractor shall abide by the procedures for the provision of deviation, haul and construction roads, and the requirements for the construction, maintenance and final reinstatement of such roads, all as set out in the standard Specifications."

#### **4.18 Protection of the Environment**

*In the 1st paragraph, 1st sentence add "and shall ensure compliance with all the environmental requirements indicated in part C3 Scope of Work."*

*Add the following paragraph:*

"The Contractor shall indemnify the Employer against any liability arising from or in relation to any of the above matters."

#### **4.20 Employer's Equipment and Free-Issue Material**

*Delete the wording in this sub-clause 4.20 and insert the following:*

"The Employer shall make the Employer's Equipment available for the use of the Contractor in the execution and operation of the Works in accordance with the details and arrangements stated in the Employer's Requirements and Contractor's approved programme pursuant to sub-clause 8.3 [Programme] of the Conditions of Contract.

The Contractor shall be responsible for each item of Employer's Equipment whilst the Contractor is in possession and control of it.

The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Employer's Requirements."

#### **4.21 Progress Reports**

*In the 1st paragraph, 2nd line, delete "in five copies".*

#### **4.22 Security of the Site**

*Replace the full stop at the end of sub clause (b) with a comma and continue this clause as follows:*

"on the Site, or utility or service owners whom the Employer or the Employer's Representative identifies as having also been authorised. Without said notice, the Contractor may refuse access to such utility or service owners; and"

*Add the following sub clause:*

"(c) The Contractor shall indemnify the Employer against any liability for damage incurred to, or loss of, property within the site identified in the contract documents as not belonging to the Employer regardless of whether or not such damage or loss is caused by the Contractor's equipment."

#### **4.24 Fossils**

*In the 1st paragraph, 1st sentence after "fossils" insert "and graves" and in the 2nd sentence, add "and shall indemnify the Employer against any liability arising from such loss or damage."*

*After sub-clause 4.25, insert new sub-clause 4.26, which reads as follows:*

#### **4.26 Use of Employer's Facilities**

The Employer shall transfer to the Contractor the Employer's Facilities, as described in the Employer's Requirements, for purposes of the Contractor undertaking the Works and Operation Service.

The Contractor shall, promptly after having received right or shared right of access to the Site where the Employer's Facilities are located, commence to inspect the facilities and shall within 90 days of the date of inspection of the Employer's Facilities, notify the Employer's Representative of any defects, shortages or defaults in these facilities. Unless otherwise agreed by the Parties, the Employer shall within a reasonable period rectify the notified shortages, defects or defaults.

After the inspection by the Contractor and immediately upon having received right of possession of the Employer's Facilities, the Contractor shall take custody and control of the facilities and be responsible for the operation, maintenance and care of the Employer's Facilities in accordance with the Employer's Requirements for the remainder of the Contract Period.

The risk of any loss or damage to the Employer's Facilities, save for 'Employer's Fixed Assets' as described in sub-clause 1.16 (Project Assets) and as otherwise stated in the Employer's Requirements, shall be borne by the Contractor."

## 6.1 Engagement of Staff and Labour

*At the end of this sub-clause, add the following:*

“The Contractor shall give effect to the Laws of the Country and specifically relating to Broad-Based Black Economic Empowerment and Employment Equity.”

## 6.2 Rates of Wages and Conditions of Employment

*At the end of this sub-clause, insert the following paragraph:*

“The Contractor; shall use his best endeavours or to employ 100% of staff below Assistant manager level who are currently employed by the current Contractor, provided that:

The Contractor shall reach agreement with an employee on conditions equal to or better than such employee’s current conditions of employment; and

The Employee is qualified for the specific job he/she currently holds;

The Contractor can reach agreement with the Employee in accordance with the prevailing laws of the Republic of South Africa.

The Annual Cost to the current Contractor per Staff category listed in the following table:

<b>Staff Category Description</b>	<b>AverageTotal Annual Cost to Company</b>
1. Senior Supervisor/EMP/Safety	R 280 883.98
2. Supervisor	
2.1 Level 1(2x)	R 184 144,74
2.2 Level 2	R 228 727,20
2.3 Level 3	R 260 440,57
3. Scale Master	
3.1 Level 1 (3x)	R 112 425.30
3.2 Level 2 (2x)	R 130 266.89
3.3 Level 3 (2x)	R 154 235.64
4. Maintenance	
4.1 Maintenance Assistance	R 179 037.30
4.2 Gardener Level 1 (2x)	R 66 398.61
4.3 Gardener Level 2 (2x)	R 74 121.19
5. Operations	
5.1 Cleaner Level (3x)	R 66 398.61
5.2 Cleaner Level 2 (1x)	R 74 121.19
6. Administration	
6.1 Administration Clerk (3x)	R 134 619.81

7. Vehicle Examiner	
7.1 Vehicle Examiner (3x)	R 203 464.17
7.2 Senior Vehicle Examiner	R 250 417.57

Total Cost to Company and includes total contributions and or provisions for;

Basic Salary (includes a cash component only),  
 Medical Aid,  
 Provident Fund,  
 Shift Allowance  
 1% UIF (payable by Employee)  
 Bonus (13<sup>th</sup> Cheque)

Costs not included are for; COVID, 1% SDL, 1% UIF and provisions for replacement of Staff on leave.

The Contractor shall make provision for the possible future salary adjustments, exceeding annual CPI by including atleast 2% in the Schedule of Rates for the duration of the Contract.

The next annual staff salary adjustment/increases are scheduled for 1 March 2023.

**6.4 Labour Laws**

*At the end of this sub-clause, insert the following:*

"At the end of the Operation Service Period or in the event of early termination of the Contract, the Employer may take over the Works or re-let the Contract or any part thereof to another/other person/s and in such circumstances the transfer of the Works or any portion thereof shall be regarded as a transfer of business with due compliance to all relevant labour legislations.

**6.7 Health and Safety**

*Replace the 1st paragraph with the following:*

"The Contractor shall provide and maintain on the Site adequate and suitable sanitary and first aid services (including the provision at all times of a person qualified to render medical first aid) and a supply of potable water for the Contractor's, the Employer's and the Employer's Representative personnel engaged on the Contract and, if necessary, similar facilities elsewhere for such personnel off the Site."

**6.9 Contractor's Personnel**

*Add the following to this sub-clause:*

"The Contractor is to make provision for any costs incurred due to the employment of the following Key personnel with the required qualifications, training and relevant experience as defined in the Scope of Works (Part C3).

*Add the following sub-clause:*

**"6.12 Indemnity by Contractor**

The Contractor shall indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) resulting from:

- (a) 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 Contractor's workforce as a result of a dispute between all or any of the Contractor's workforce and the Contractor; or

all or any of the Contractor's suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works;

- (b) any unlawful, riotous or disorderly conduct by or amongst the Contractor's personnel."

### **7.7 Ownership of Plant and Materials**

*At the end of this clause, insert the following:*

"To the extent that the Contractor is unable, for any reason whatsoever, to transfer ownership in and to any item of Plant, the Contractor hereby grants the Employer a license, in perpetuity, to use such Plant. The license of use shall be in accordance with the terms and conditions as in respect of the Employer's use of the Contractor's Documents as set out in clause 1.11 [Employer's use of Contractor's Documents]."

### **8.1 Commencement of Work**

*In the 1st paragraph, delete the 1st sentence, and in the 2nd sentence replace "42 days after the Contractor receives the Letter of Acceptance" with "28 days of the date of issue of the Letter of Acceptance."*

*In the 2nd line of the 2nd paragraph, after the words "Commencement Date", insert "but within the period stated in the Contract Data."*

### **8.2 Time for Completion**

### **8.3 Programme**

*Replace the 1st sentence of the 1st paragraph with "The Contractor shall submit a detailed programme to the Employer's Representative within 14 days of the Commencement Date."*

*Add to the items to be included in the programme the following sub-paragraph:*

- "(f) The Contractor's cash flow forecast.  
(g) Documented details of the contractor's environmental mitigation measures and health and safety plans in respect of all construction activities"

*In the 2nd paragraph replace "21" with "14".*

### **8.6 Contract Completion Certificate**

*The third line of the first paragraph to be modified to read as follows:*

"the Contract Completion Certificate has been signed by the Employer and issued to the Contractor."

*Amend the existing paragraph 2, by deleting the last sentence and replacing the same with the following:*

"The Employer may exercise the option referred to in sub-clause 10.8 [Completion of Operation Service] to extend the Operation Service Period."

*Insert a paragraph at the end of this sub-clause 8.6 that reads:*

"The Contractor shall render his full co-operation and provide sufficient shared access to the operations, resources and project assets [as described in sub-clause 1.16 (Project Assets)] associated with the Works and do all things necessary to assure that the next contractor / person is in a position to comply with similar Design-Build and establishment obligations and requirements applicable to Section 1 of this Contract."

### **10.6 Delays and Interruptions during the Operation Service**

*Replace the second sentence of sub-paragraph (a) with the following wording:*

"The amount of the compensation due or performance adjustments to be made shall be calculated in accordance with the relevant Employer's Requirements or as determined by the Employer's Representative in accordance with sub-clause 3.5 [Determinations] and the Employer shall be entitled to make a corresponding adjustment to the next payment due to the Contractor."

*At the end of the wording of sub-paragraph (a), insert a new sub-paragraph that reads as follows:*

"The amount of compensation that the Employer may recover as aforesaid shall be in addition to any payment adjustments which the Employer may be entitled to make by reason of the failure by the Contractor to reach the production outputs as contemplated in sub-clause 10.7 [Failure to Reach Production Outputs]."

### **10.8 Completion of Operation Service**

*At the end of this sub-clause add the following:*

The Employer's Representative shall notify the Contractor, in writing, not later than 180 days prior to the end of the Operation Service Period, of the Employer's intention to extend the Operation Service Period. The price payable to the Contractor in respect of the extended Operations Service Period shall be calculated in accordance with the Rates and Prices quoted by the Contractor for the appropriate Operation Service and shall be adjusted in accordance with sub-clause 13.8 [Adjustments for Changes in Costs] hereunder."

### **11.8 Joint Inspection Prior to Contract Completion**

*In the first sentence in the first line replace the words "two years" with "180 days".*

### **12.1 Completion of Outstanding Work and Remedying Defects**

*Replace the wording of sub-paragraph (b) and the last paragraph of this sub-clause 12.1 with the following:*

"(b) Operation Service Period: Unless otherwise stated in the Employer's Requirements, the Contractor shall be responsible for repairing and making good any damage or defect occurring during the Operation Service Period, whether such defect or damage is notified by the Employer or his Representative or observed by the Contractor himself.

In the case of all outstanding work, defects and damage, including all such items reported by the next Contractor and identified under sub-clause 11.8 [Joint Inspection Prior to Contract Completion] not completed or resolved by the Contractor at the time of the issue of the Contract Completion Certificate, the Contractor shall remain liable until completion thereof and the Employer shall be entitled to claim under sub-clause 4.2 [Performance Security]."

### **13.3 Variation Procedure**

*Replace the 3rd paragraph with the following:*

"Each instruction to execute a Variation shall be a written instruction presented in the form of a Variation order. The Variation order shall be presented to the Employer, who shall signify his approval before the order is signed by the Employer's Representative and issued to the Contractor, who shall acknowledge his acceptance by signing the order. The Contractor shall not accept a Variation order that is not approved and signed by the Employer".

### **13.5 Provisional Sums**

*In the 1st line of sub-paragraph (b) after "services" insert "and including items for which a prime cost sum has been provided in the Payment Schedule".*

*After sub-clause 13.8 add the following new sub-clause:*

**"13.9 Adjustments for Performance Outputs**

The amount payable to the Contractor shall be adjusted as contemplated by sub-clause 10.7 [Failure to Reach Production Outputs]."

**14.3 Application for Interim Payment Certificates**

*In the 1st line of the 2nd paragraph, delete "in five copies."*

*In the 2nd paragraph, sub-paragraph (c), after "above amounts" insert "and 80% of the value of Materials on Site" and add the following as a final paragraph:*

"If, as stated in the Contract Data, a Retention Money Guarantee is permitted and the Contractor elects to furnish it, the guarantee shall, at the cost of the Contractor, be executed by an insurance company or bank in a form approved by the Employer.

The said company or bank shall be registered or licensed to do business in the Republic of South Africa and shall have an office and banking facility in the Republic of South Africa and shall be subject to approval by the Employer.

The aggregate liability under the guarantee shall be the maximum amount of retention monies to be retained by the Employer, which amount shall be as stated in the Contract Data.

Other conditions, if any, additional to the above standard conditions shall be as stated in the Contract Data.

The guarantee shall expire on the date on which the last of the retention monies (which, but for the guarantee, would have been retained by the Employer) becomes payable to the Contractor.

The guarantee shall be returned to the guarantor upon final payment of the aggregate liability or on the date of expiry, whichever is the earlier."

**14.7 Issue of Advance and Interim Payment Certificates**

*In the 7th line of the 1st paragraph replace "28" with "21"*

**14.8 Payment**

*In sub-paragraphs (b) and (c) of the 1st paragraph replace "56" with "28".*

*Delete the 2nd paragraph.*

**14.9 Delayed Payment**

*Replace the 2nd paragraph with the following:*

"These financing charges shall be at the rate prescribed in terms of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975)".

**14.13 Application for Final Payment Certificate Operational Service**

*In the 2nd line of the 1st paragraph delete "five copies of".*

*In the 3rd paragraph, replace the last sentence with:*

"Thereafter, when the dispute is finally resolved, the Contractor shall then prepare and submit to the Employer (with a copy to the Employer's Representative) a Final Statement."

**14.17 Currencies of Payment**

*Delete this sub-clause.*

## **15.2 Termination for Contractor's Default**

*Delete sub-paragraph (g) and replace with the following:*

- "(g) gives or has given, offers to give or has offered to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
- (i) for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer or State Department or Organ of State, or
  - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or State Department or Organ of State,
- or if any of the Contractor's Personnel, agents or Subcontractors gives or has given, offers to give or has offered to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination."

*Add the following sub-paragraph:*

- "(h) misrepresented, whether innocently, negligently or fraudulently, the true facts requested in the tender documents."
- (i) acts in such a way, on this contract or any other contract with the Employer, that a statute relating to the combating of fraud, corruption, uncompetitive practice and the like can be invoked."

*Replace the expression "e) or f)" in the penultimate line of the second paragraph with:*

"e), f), g) or h)".

*Replace the full stop at the end of the third paragraph with a comma and add the following:*

"including the right to terminate any other contract between the Employer and the Contractor and to forbid the Contractor or any employee, partner, shareholder or director of the Contractor to tender on any future projects put out to tender by the Employer for a period of five years from the date of notice of termination, which period may be reduced by application to and at the sole discretion of the Employer."

## **17.4 The Contractor's Risks during the Operation Service Period**

*At the end of this sub-clause 17.4, insert new sub-paragraphs as set out hereunder:*

- "(c) and all risk relating to loss of revenue, resulting or arising from the design, operation and maintenance of the Works by the Contractor; and
- (d) all risk in respect of loss or damage to the project assets (as described in sub-clause 1.16 (Project Assets), save for the Employer's Fixed Assets (fixed type of assets))."

## **18.1 Exceptional Risks**

*Add the following to sub-paragraph (c):*

"unless these risks are insurable with the South African Special Risks Insurance Association (SASRIA) at the time of tendering and it is stipulated in the Contract Data that the Contractor is to effect insurance against these risks".

*Delete the entire Clause 19 and replace with the following:*

## **"19 INSURANCE**

## 19.1 Contractor's Insurance

Without in any way limiting or derogating from the obligations, liabilities or responsibilities of the Contractor, the Contractor shall effect and maintain for the duration of this Contract such insurances as the Contractor considers sufficient to adequately cover its risks and liabilities and obligations associated with this Contract.

All such insurances shall be effective from the Commencement Date and maintained in force until the Termination Date or Contract Completion Certificate, as applicable.

Within 14 (fourteen) days of the Commencement Date, or as stated in the Contract Data and on the annual anniversary of this Contract and at any other time, during the existence of this Contract, as required by the Employer the Contractor shall submit to the Employer for the Employer's approval, which shall not be unreasonably withheld, detail of all such insurances, existing or proposed. The approval of the Employer shall not in any way constitute a waiver to any of its rights in terms of the Contract and the Contractor shall at all times comply fully with its obligations under this Contract.

Such detail shall as a minimum, in respect of each separate insurance, include:

- confirmation and proof that the Employer is named as an additional insured under the policies;
- the extent to which the Employer is indemnified by the insurance;
- confirmation that a "cross liability" clause is included;
- the identity of the insurers and re-insurers;
- a description of the cover provided, with detail of the principal extensions of cover;
- where relevant, a description of the insured property;
- the relevant period of insurance, showing the next renewal date;
- the sums insured and/or indemnity limits and whether these apply per occurrence of indemnifiable loss or for the period of insurance;
- the amount and application of deductibles/excesses/first amounts payable;
- the principal exclusions;
- an undertaking from the Insurers that any:
  - restriction or limitation of the cover provided;
  - change to the period of insurance;
  - reduction in the sums insured and/or limits of indemnity or;
  - notice of cancellation or non-renewal

will be provided to the Employer at least 60 (sixty) days before the effective date of such event;

an undertaking pursuant to Clause 19.1(k) from the Contractor's insurance brokers.

Whenever so required by the Employer, the Contractor shall provide to the Employer:

- full copies of such insurances; and
- evidence or proof of any or all premium payments.

The Employer has no specific insurance for the Heidelberg Traffic Control Centre.

The Contractor's Third-Party Liability insurance shall provide protection against all third-party claims arising out of or in connection with any activities relating to the Works including, inter alia:

loss, destruction or damage to real or personal property;  
obstruction, loss of amenities, loss of use of land, water, building, property or right of way;  
liability that may result from latent defects or removal or weakening of support to property;  
injury to, or disease or death of persons; and  
legal costs of insured parties in respect of claims.

The principal classes of insurance for consideration by the Contractor should include Public Liability, Professional Indemnity, Assets All Risks, Electronic Equipment, Business Interruption, Money, Fidelity Guarantee and Sasria perils.

The Contractor shall review the scope and extent of cover limits to cater for any relevant change in the exposures to loss damage or liability on either each annual anniversary of the Commencement Date of the Contract or the anniversary of the relevant insurances. Any proposed changes to the insurances arising from such review shall require the approval of the Employer.

The Contractor shall comply and ensure that its sub-contractors of all tiers comply with the terms and conditions of all insurances effected in accordance with this sub-clause 19 and the procedures for claims notification and registration thereunder and shall do nothing or omit to do anything which might prejudice such insurances.

The Contractor shall submit the declaration of insurance.

#### **19.2 The Employer's Right to Insure**

If the Contractor fails or refuses to comply with its obligations under this Clause 19, the Employer shall, without prejudice to any of its rights hereunder or otherwise and subject to giving the Contractor prior notice allowing the Contractor a reasonable period not exceeding 14 (fourteen) days to comply with such obligations, be entitled to affect such insurances itself and recover the premiums and all reasonable administrative and other expenses of doing so by calling on the Performance Security and/or from the Contractor as a debt.

#### **19.3 Notification of Claims**

The Contractor shall give the Employer immediate notification (with a copy to the Employer's Representative) of any claim under any of the insurances effected in accordance with this Clause 19 and provide, at its own cost, to the Employer copies of all exchange of correspondence between the Contractor and the insurers and/or loss adjusters in regard to any ongoing or intended claims under any such circumstances.

#### **19.4 Contractor's obligation to restore the Site**

Subject to the provisions of the Employers Requirements, if any loss or damage to the Site or any part thereof is occasioned by any one or more of the perils insured against by the insurances referred to in this Clause 19, the Contractor shall, notwithstanding that settlement of any insurance claim has not been completed, with due diligence, repair or replace the Site, remove and dispose of any debris and proceed with the execution of the Works in accordance with this Contract.

The Contractor shall indemnify and keep indemnified the Employer against all loss or claims arising out of the default of or failure by the Contractor to comply fully with its obligations under Clause 19. Without prejudice to any right or remedy that the Employer may have in law or in terms of this Contract, the Employer shall be entitled to call on the Performance Security.

*Delete the 8th paragraph.*

#### **20.3 to 20.11**

*Replace these sub-clauses with the following:*

### **20.3 Settlement of Disputes**

- (a) The Contractor shall have the right to dispute any ruling given or deemed to have been given by the Employer or the Engineer, provided that, unless the Contractor shall, within 42 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 Engineer, referring to this Clause, 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 Dispute Notice.
- (b) All further references herein to a ruling shall relate to the ruling, or part thereof, specified in the Dispute Notice, as varied or added to by agreement between the Contractor and the Engineer or by the Engineer's decision in terms of sub-paragraph (c) or by the Mediator's opinion to the extent that it has become binding in terms of Sub-clause 20.4(f).
- (c) The Engineer shall
  - i) before giving his decision on the dispute, consult the Employer thereon and give the Contractor a reasonable opportunity to present written or oral submissions thereon, which latter shall be confirmed in writing within 7 days
  - ii) deliver his decision in writing to the Employer and to the Contractor, and
  - iii) give his decision within 56 days of his receipt of the Dispute Notice, or within any further period as may be agreed between the Engineer and the Contractor, failing which, he shall be deemed to have given a decision affirming, without amendment, the ruling concerned.
- (d) Unless either the Employer or the Contractor, shall, within 28 days after his receipt of notice of the decision in terms of sub-paragraph (c)(ii) or after the decision is deemed to have been given in terms of sub-paragraph (c)(iii), have given notice in writing to the Engineer, with a copy to the other Party, disputing the Engineer's decision or a specific part thereof, he shall have no further right to dispute any part of the ruling not specified in his said notice.
- (e) If either Party shall have given written notice in compliance with sub-paragraph (d), the dispute shall be referred to mediation in terms of Sub-Clause 20.4 unless either Party has given written notice to the other Party of its intention to refer the matter in dispute to court, which notice shall be given either:
  - i) within 28 days of receipt of notice of the Engineer's decision, or
  - ii) within 14 days of receipt by the one Party of the other Party's notice of dispute of the Engineer's decision.

If notice of intention to refer the matter in dispute to Court has been served by either party, the matter in dispute shall not be referred to mediation but shall be referred to Court.
- (f) Notwithstanding that the Contractor may, in respect of a ruling, have given a Dispute Notice, the ruling shall be of full force and carried into effect unless and until otherwise agreed by both Parties in terms of Sub-Clause 20.3(f) or as determined in a court judgement.

### **20.4 Mediation**

- (a) The mediation referred to in Sub-Clause 20.3(e) shall be conducted by a mediator selected by agreement between the Parties or, failing such agreement within 7 days after a written request by either Party for such agreement, nominated on the application of either Party by the President for the time being of the South African Institution of Civil Engineering.

If, for any reason, the person appointed fails to assume or to continue in the office concerned:

- (i) the provisions of Sub-Clause 20.4 shall apply mutatis mutandis in the appointment of a successor, and
  - (ii) in making his nomination in terms of this sub-clause, the president for the time being of the South African Institution of Civil Engineering shall, at his own discretion, act in consultation with the presidents for the time being of Consulting Engineers South Africa and the South African Federation of Civil Engineering Contractors, and
  - (iii) if the president required to make a nomination in terms of this sub-clause shall have a direct or indirect interest in the subject matter of the dispute, the nomination shall be made by the chief executive officer or the next senior officer of the body concerned who has no such interest.
- (b) Neither Party shall be entitled to be represented at any hearing before, or at, any meeting, or in any discussion, with the mediator except by any of the following:
- the Party himself, if a natural person,
  - a partner in the case of a partnership,
  - an executive director in the case of a company,
  - a member in the case of a close corporation,
  - the Engineer,
  - a bona fide employee of the party concerned, and
  - a professional engineer appointed for the purpose by the Party concerned.
- (c) The mediator shall, as he deems fit, follow formal or informal procedure and receive evidence or submissions orally or in writing, sworn or unsworn, at joint meetings with the Parties or separately or from any person whom he considers can assist in the formulation of his opinion, provided that:
- (i) each Party shall be given reasonable opportunities of presenting evidence or submissions and of responding to evidence or submissions of the other Party, and
  - (ii) each Party shall be given full details of any evidence or submissions received by the Mediator from the other Party or any other person otherwise than at a meeting where both Parties are present or represented.
- (d) The mediator shall have the power to propose to the Parties compromise settlements of or agreements in disposal of the whole or portion of the dispute.
- (e) The mediator shall, as soon as reasonably practical, give to each of the Parties his written opinion on the dispute, setting out the facts and the provisions of the Contract on which the opinion is based and recording the details of any agreement reached between the Parties during the mediation.
- (f) The mediator's opinion shall become binding on the Parties only to the extent correctly recorded as being agreed by the Parties in the mediator's written opinion or otherwise as recorded as being agreed in writing by both Parties subsequent to the receipt of the mediator's opinion.
- (g) The dispute on any matter still unresolved after the application of the provisions of sub-paragraph (f) shall be resolved by court proceedings.
- (h) Save for reference to any portion of the mediator's opinion which has become binding in terms of sub-paragraph (f), no reference shall be made by or on behalf of either Party, in any proceedings subsequent to mediation, to the mediator's opinion, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the mediation.
- (i) Irrespective of the nature of the mediator's opinion:

- (i) each Party shall bear his own costs arising from the mediation, and
- (ii) the Parties shall in equal shares pay the mediator the amount of his expenses and the amount of his fee based on a scale of fees as agreed between the mediator and the Parties before the commencement of the mediation.

#### **20.5 Reference to Court**

If a dispute is still unresolved as provided for in sub-paragraph (g) of sub-clause 20.4 or the dispute is one described in sub-clause 20.6, the dispute shall be determined by court proceedings, provided that:

- (a) nothing herein contained shall deprive the Contractor of the right to institute immediate court proceedings in respect of failure by the Employer to pay the amount of a payment certificate on its due date or to refund any amount of retention money on its due date for refund,
- (b) no ruling or decision given by the Engineer in accordance with the provisions of the Contract shall disqualify him from being called as a witness and giving evidence before the court on any matter whatsoever relevant to the dispute concerned, and
- (c) the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Engineer relevant to the matter in dispute.

#### **20.6 Special Disputes**

Notwithstanding anything elsewhere provided in sub-clauses 20.3, 20.4 and 20.5, any dispute between the Contractor and the Employer,

- (a) not relating to a ruling, decision, order, instruction or certificate by the Engineer, or
- (b) arising after the completion of the Contract or, if a Defects Notification Period is provided, after the termination of that period,

shall be determined, without the application of the provisions of sub-clauses 20.3 and 20.4 by court proceedings which may be initiated by either Party, in which event the provisions of sub-clause 20.5 shall apply.

#### **20.7 Continuing Validity of sub-clauses 20.3 to 20.7**

Sub-clauses 20.3 to 20.7 inclusive constitute a separate, divisible agreement from the rest of the Contract and shall remain valid and applicable, notwithstanding that the Works may have been completed or that the rest of the Contract may be void or voidable or may have been cancelled for any reason.”

**APPENDIX TO THE PARTICULAR CONDITIONS:**

**CONTRACT PRICE ADJUSTMENT SCHEDULE**

1. **Contract  
Price  
Adjustment**

The value of Payment certificates shall be adjusted monthly for inflation using the Consumer Price Index as set out below:

The Consumer Price Index published by Statistics South Africa Statistical Release P0141 Table A Headline CPI (Base December 2021 = 100) as published from time to time by Statistics SA shall be used, provided that if:

such index should cease to be published; or

the basis of the calculation of such index has changed and pursuant to such change one Party has notified the other that it is not satisfied therewith; or

the Parties agree that, due to a change in circumstances, the index is no longer representative, or (in circumstances where the Parties are unable to reach such agreement) where such fact is confirmed in writing by an independent actuary in South Africa (who shall act as expert and not as arbitrator) appointed for such purpose by the President for the time being of the Actuarial Society of South Africa, whose determination shall be final and binding upon the Parties;

then, in any such circumstances, the Parties will use such official information or index as may be available and acceptable to them, or failing such availability or acceptance, an index determined in writing as fair and reasonable by a majority decision of a panel of three (3) independent actuaries in South Africa (who shall act as experts and not as arbitrators) appointed for such purpose by the President for the time being of the Actuarial Society of South Africa, whose determination shall be binding upon the Parties. Any determination made by the majority of such panel as to the date from which any revised index shall take effect and liability for the cost of determination of the index by the panel, shall be binding upon the Parties.

## **PARTICULAR CONDITIONS ON CERTAIN CONTRACTS**

### **1. ADHERENCE TO PRESCRIBED PROGRAMME MILESTONES**

*Where there is a need to impose a condition that the contractor must achieve completion of a certain aspect of construction prior to another, the commencement of which is critical to the overall programme, then the following clause shall be included as a deterrent against late completion: -*

#### **SUB-CLAUSE 8.7 DELAY DAMAGES**

*Add the following paragraph:*

“If it is stipulated in the project specification that certain parts of the work must be completed within a specified period and the Contractor fails to complete this part or parts of the work by the due date, a separate penalty as defined in the Appendix to Tender shall apply for each day the actual completion date for these specified items surpasses the due date”

### **2. SPECIAL CONDITIONS OF CONTRACT WITH A NOMINATED SUBCONTRACTOR**

*When it is proposed to employ nominated subcontractors for specialised work under the contract and the Employer wishes to prescribe the conditions of subcontract, the form of Subcontract Agreement and the Form of Performance Security (to be provided by the subcontractor), the following particular condition of contract will be required:*

#### **CLAUSE 5: NOMINATED SUBCONTRACTORS**

*Add the following paragraph to sub-clause 5.1:*

“In this contract the contractor shall enter into a Subcontract with the nominated subcontractor on the terms and conditions stipulated by the Employer and set out in C1.2.2 to this document.”

## C1.2.2 APPENDIX TO TENDER: CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER

### Notes to tenderer:

1. This form is the equivalent of the Appendix to Tender as defined in Sub-Clause 1.1.1.9 of the FIDIC Conditions of Contract.
2. Clause numbers (Cl. No.) refer to the FIDIC Conditions of Contract. The prefix A refers to an amendment to these conditions.

These conditions reflect the Contract Data applicable to the corresponding sub clauses of the 'General Conditions' that are part of the "Conditions of Contract for 'Design, Build and Operate Projects', First Edition 2008 published by the Fédération Internationale des Ingénieurs-Conceils (FIDIC) and which are referred to as Volume 1 Book 1 of the Tender and Contract.

The provisions of the Particular Conditions of Contract – Part A: Contract Data take preference over the Particular Conditions Part B: Special Provisions and shall be interpreted and applied accordingly.

Sub-Clause	Data to be given	Data
1.1.24	Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost:	7,5%
1.1.26	Cut-off date (number of days after the Time for Completion of Design-Build):	Not applicable
1.1.32	Employer's name and address:	means the South African National Roads Agency SOC Limited instituted in terms of the South African National Roads Agency Limited and National Roads Act (Act No. 7 of 1998) or a person delegated by the South African National Roads Agency SOC Limited to act on its behalf.  The Employer's address is: The South African National Roads Agency SOC Limited 48 Tambotie Avenue Val De Grace Pretoria 0184
1.1.35	Employer's Representative's name and address:	means <b>To be provided after award</b> Postal address: To be confirmed
1.1.70	Parts of the Works that shall be designated a Section for the purposes of the Contract:	None
Sub-Clause	Data to be given	Data
1.1.78	Time for Completion of	

	Design-Build:	Not applicable
1.3	Agreed methods of electronic transmission:	Virus-protected email
1.3	Address of Employer for communications:	<i>Physical address:</i> <b>38 Ida Street, Menlo Park, 0081</b>  <i>Postal address:</i> <b>Private Bag X17 Lynnwood Ridge 0040</b>
1.3	Address of Contractor for communications:	To be confirmed by the Employer prior to Contract signing
1.4	Contract shall be governed by the law of:	Republic of South Africa
1.4	Ruling language:	English
1.4	Language for communications:	English
2.1	After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	Twenty-eight (28) days
Sub-Clause	Data to be given	Data
4.2	Performance Security	2.5% of Contract Value- limited to R 3 million
	Currency	ZAR (South African rand only)
4.2	Reduction in Performance Security at the end of the Retention Period:	Nil
5.1	Period of notification of errors, faults and other defects is:	Not applicable
5.2	Contractor's Documents requiring approval:	Operation and Maintenance Plan in terms of Standard Specification for Management Operations and Maintenance of Vehicle Control Centres (Volume 2)  All documentation related to the Contractor's: <ul style="list-style-type: none"> <li>• quality control system;</li> <li>• OHS; and</li> <li>• environmental compliance</li> </ul>

6.5	Normal working hours on the Site:	With the exception of public holidays (including statutory election days) of the Country and necessary shift works pursuant to the Employer's Requirements and the Operation and Maintenance Plan, the normal working hours are: South African time (7:00 to 18:00) on Mondays to Fridays. For the Traffic Control Centres, the working hours are 24 hours per day, 365 days per year. In accordance with the requirements of Part C3: Scope of Works
6.9	Contractor's Personnel	The contractor shall provide the key personnel (as indicated in clause C3.6.1 - Where key personnel are no longer available to undertake the necessary work after the award of the contract, the contractor shall within a period of 14 working days replace the key personnel stated in the Appendix to Tender with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.
8.2	Period of the Operation Service:	Five (5) years.
9.2	Time for Completion of Design-Build:	Not applicable on this Contract
9.2	Time for Completion of each Section:	
	Section	None
9.6	Delay damages (percent of final Contract Price per day of delay):	Not applicable
9.6	Maximum amount of delay damages (percent of final Contract Price):	Not applicable
10.6a	Maximum compensation payable by Contractor:	In accordance with; Standard Specification for Management Operations and Maintenance of Vehicle Control Centres (Volume 2).
10.6b	Maximum compensation payable by Employer:	ZAR 0,00

10.7	Performance damages:	Not applicable
10.7	Rights of Employer if failure continues for more than 84 days:	Not applicable
Sub-Clause	Data to be given	Data
10.7	Minimum production outputs required (give details):	In accordance with; Standard Specification for Management Operations and Maintenance of Vehicle Control Centres (Volume 2). Section 4.
13.5	Percentage rate to be applied to Provisional Sums:	Contractor's percentage handling fee in the Pricing Schedule, unless otherwise agreed with the Employer
13.8	Adjustment for Change in Cost:	Refer to Scope of Works; Measurement and Payment in Clause C3.12.6.
14.2	Amount of Advance Payment (percent of Accepted Contract Amount):	Nil
14.2	Currencies of payment if different to the currencies quoted in the Contract:	Not applicable
14.2	Percentage deductions for the repayment of the Advance Payment:	Not applicable
14.3	Percentage of Retention:	Nil
14.3	Limit of Retention Money:	Nil
14.6(b)(i)	Plant and Materials for payment when shipped:	Not applicable
14.6(c)(i)	Plant and Materials for payment when delivered to the Site:	Not applicable
14.7(b)	Minimum amount of Interim Payment Certificate:	ZAR 150 000.00
14.17	Currencies for payment of Contract Price:	ZAR (South African rand only)
14.17	Rate of Exchange:	Not applicable
14.17	Payment of damages shall be:	
	Currency	ZAR (South African rand only)
14.19	Amount of Maintenance	

	Retention Fund:	Nil, not applicable
17.1	Operation of forces of nature allocated to the Contractor:	Nil
17.8	Total liability of the Contractor shall not exceed:	30% of the Accepted Contract Amount
Environmental Management Plan (EMPI)	C1004(d)	DEO means: Designated Environmental Officer
Target Area(s)	D1002(a)	For Targeted Labour: Lesedi Local Municipality
Target Group	D1002(a)	Target Group for Targeted Labour: black designated groups; black people; women; people with disabilities
Contract Participation Goals (CPG)	D1003(d)	30%
Targeted Labour of which minimum contributions by the following Target Groups:		Minimum of 2% (excluding current staff)
black designated groups; Unemployed black people  Black people who are youth  Black people who are persons with disabilities  Black people living in rural and underdeveloped areas  Black military veterans  Black people;  Women;  People with disabilities		N/A% of targeted labour value N/A% of targeted labour value  N/A% of targeted labour value  N/A% of targeted labour value  N/A% of targeted labour value N/A% of targeted labour value N/A% of targeted labour value  N/A% of targeted labour value

<p>Targeted Enterprise of which minimum contribution by the following Target Groups:</p>		<p>Minimum of (30%) of the Final Contract Value by the end of the contract 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>
<p>Targeted Enterprise with ≥51% ownership by Youth</p>		<p>Minimum of 5% of the Final Contract Value</p>
<p>Targeted Enterprise with ≥51% ownership by Women</p>		<p>Minimum of 5% of the Final Contract Value</p>
<p>Targeted Enterprise with ≥51% ownership by Military veterans</p>		<p>Minimum of 1% of the Final Contract Value</p>
<p>Targeted Enterprise with ≥51% ownership by Disabled persons (Differently abled)</p>		<p>Minimum of 0.5% of the Final Contract Value</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>

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

CONTRACT SANRAL N.003-110-2022/1  
 FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**Note to tenderer:**

**This form is the equivalent of the Appendix to Tender as defined in Sub-Clause 1.1.1.9 of the FIDIC Conditions of Contract**

**1. FIDIC CONDITIONS OF CONTRACT**

**1.a Clause 1.3: Communications**

The Contractor is .....

Physical Address: .....

Telephone: .....

Facsimile: .....

Email: .....

**1.b Clause 4.3: Contractor’s representative**

The authorised and designated representative of the Contractor is:

Name: .....

The Key Personnel are:

<b>Key Person</b>	<b>Name and Surname</b>
TCC Manager	
Assistant Manager Operations	
Assistant Manager Technical	

**2. OTHER CONTRACT INFORMATION**

2.a .....

2.b .....

SIGNED BY TENDERER: .....

**C1.3 OTHER STANDARD FORMS**

**C1.3.1 FORM OF AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014**

This AGREEMENT made at .....  
on this the ..... day of ..... in the year .....  
between THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (hereinafter called "the Employer") on the one part, herein represented by ..... **compiler to insert**  
in his capacity as ..... **compiler to insert**  
and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and .....  
(hereinafter called "the Mandatary") on the other part, herein represented by .....  
.....  
in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz. CONTRACT SANRAL N.003-110-2022/1 for MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

and has accepted a tender by the Mandatary for the construction, completion & maintenance of such works and has appointed the Mandatary in terms of Regulation 5(1)(k) of the Construction Regulations 2014, and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Mandatary shall execute the work in accordance with the contract documents pertaining to this contract.

This Agreement shall hold good from its commencement date, to either :

the date of the Performance Certificate issued in terms of sub-clause 11.9 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999) published by Federation Internationale des Ingenieurs-Conseils (FIDIC), as contained in Volume 1 of the contract documents pertaining to this contract, or

the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.

The Mandatary declares himself to be conversant with the following:-

All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.

- Section 8: General duties of employers to their employees.
- Section 9: General duties of employers and self-employed persons to persons other than employees.
- Section 37: Acts or omissions by employees or mandataries and
- Sub-section 37(2) relating to the purpose and meaning of this Agreement.

b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.

4. In addition to the requirements of sub-clause 4.8, 6.7 and 17.1 of the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this contract, the Mandatary agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.

5. The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.
6. The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatary undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:

The Mandatary shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

All incidents referred to in The Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatary and/or his employees and/or its subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF EMPLOYER: .....

WITNESS 1: .....

NAME (IN CAPITALS) .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

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

WITNESS 1: .....

NAME (IN CAPITALS): .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

SIGNATURE NAME (IN CAPITALS)

**C1.3.2 FORM OF GUARANTEE**

To: The South African National Roads Agency SOC Limited  
PO Box 415  
Pretoria  
0001

**Note to tenderer:**

**This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer. A separate copy of this pro forma will be issued to the successful tenderer with the letter of acceptance.**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

I/We , the undersigned, ..... and .....

in our respective capacities as .....

and .....

and as such duly authorised to represent: .....  
(hereinafter referred to as "the Guarantor") *in the case of a company, a resolution to be attached*

do hereby hold at your disposal the amount of .....

(R.....), for the due fulfilment by .....  
*insert the name of Contractor* (hereinafter referred to as "the Contractor") of its obligations to  
The South African National Roads Agency SOC Limited (hereinafter referred to as "SANRAL") in  
terms of the above stated contract between the Contractor and SANRAL.

The Guarantor hereby renounces the benefits of the exceptions non numeratae pecuniae, non causa debiti, excussionis and divisionis, the meanings and effect whereof the Guarantor declares itself to be fully conversant.

The Guarantor undertakes and agrees to pay to SANRAL the said amount of R

.....  
(R.....), or such portion as may be demanded on receipt of a written demand from SANRAL, which demand may be made by SANRAL if, (in your opinion and at your sole discretion), the said Contractor fails and/or neglects to commence the work as prescribed in the contract or if he fails and/or neglects to proceed therewith or if, for any reason, he fails and/or neglects to complete the services in accordance with the conditions of contract, or if he fails or neglects to refund to SANRAL any amount found to be due and payable to SANRAL, or if his estate is sequestered or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.

Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.

The said amount of R .....

(R.....), or such portion as may be demanded may be retained by SANRAL on condition that after completion of the service, as stipulated in the contract, SANRAL shall account to the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.

This guarantee is neither negotiable nor transferable and

must be surrendered to the Guarantor at the time when SANRAL accounts to the Guarantor in terms of clause 5 above, or shall lapse upon the issue of the Taking-Over Certificate in terms of sub-clause 10.1 of the Conditions of Contract and shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.

This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS, DONE AND SIGNED AT .....

ON THIS ..... DAY OF ..... 20 .....

GUARANTOR: .....

ADDRESS:

.....  
.....  
.....

AS WITNESSES: 1 ..... 2 .....

NAMES (PRINT) 1 ..... 2 .....

Proforma

**C1.3.3(a) FORM OF NOTIFICATION OF CONSTRUCTION WORK WITH DEPARTMENT OF LABOUR**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

*Note to compiler: This form is to be included if construction Regulation 2014, clause 3(1) does not apply and Form C1.3.3(b) can then be deleted. Therefore this form is only to be included if Form C1.3.3(b) is not required.*

**Annexure 2**

**Occupational Health and Safety Act, 1993**

**(Regulation 4 of the Construction Regulations, 2014)**

**NOTIFICATION OF CONSTRUCTION WORK**

(a) Name and postal address of principal contractor:

.....  
.....

(b) Name and telephone number of principal contractor's contact person:

.....

Principal contractor's compensation registration number:

.....

(a) Name and postal address of client:

*The South African National Roads Agency SOC Limited, insert Regional office postal address*

(b) Name and telephone number of client's contact person or agent:

Client: *enter Project Manager name and telephone number*

.....

Agent: *enter company, Engineer name and telephone number*

.....

(a) Name and postal address of designer(s) of the Project: *enter company name*

.....

(b) Name and telephone number of the designer's contact person:

.....

Name and telephone number of principal contractor's construction supervisor on site appointed in terms of Regulation 8(1):

.....

Name(s) of principal contractor's subordinate supervisors on site appointed in terms of Regulation 8(2):

.....

Exact physical address of the construction site or site office:

.....

8. Nature of construction work:

.....

.....

Expected commencement date:

Expected completion date:

Estimated maximum number of persons on the construction site:

Total: Male: Female:

Planned number of contractors on the construction site accountable to the principal contractor:

.....

Name(s) of contractors already selected:

.....

.....

.....

.....

.....

.....

.....

.....

PRINCIPAL CONTRACTOR

DATE

.....

CLIENT'S AGENT (where applicable)

DATE

.....

CLIENT

DATE

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.

ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK

**C1.3.4 FORM OF RETENTION MONEY GUARANTEE**

To:

The South African National Roads Agency SOC Limited  
PO Box 415  
Pretoria  
0001

**Note to tenderer:**

**This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer. A separate copy of this pro forma will be issued to the successful tenderer with the letter of award.**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

The guarantee is issued on behalf of .....

Registration No. .... (hereinafter referred to as "the Contractor") in connection with the above mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent .....  
*full name of guarantor* registration number ..... undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you, which demand may be made by SANRAL if, (in your opinion and at your sole discretion), the said Contractor for any reason fails and/or neglects to complete the services in accordance with the conditions of contract, or if he fails or neglects to refund to SANRAL any amount found to be due and payable to SANRAL, or if his estate is sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.

1. Each demand shall be in writing and delivered to us at ..... or such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to R .....  
( ..... Rands)  
and is restricted to payment of monies only.

This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at ..... for and on behalf of .....

on this the ..... day of ..... in the year .....

GUARANTOR: .....

AS WITNESSES:

1. ....  
NAME: .....  
ADDRESS: .....  
.....  
.....

2. ....  
NAME: .....  
ADDRESS: .....  
.....  
.....

**C1.3.5 FORM OF BANKING DETAILS**

**Notes to Contractor:**

1. The Employer applies an Electronic Funds Transfer system for all payments.
2. If you are already registered as a vendor with the Employer, you are required to confirm your banking details in the form below, but are not required to submit the documentation as per note 3.1 and 3.2.
3. If you are not registered as a vendor with the Employer, you are required to supply:
  - 2.1 a completed SANRAL Vendor Application Form (to be obtained from the relevant Regional Project Manager); or
  - 2.2 an original cancelled cheque bearing your company name and account number; or
  - 2.3 if you are unable to supply an original cancelled cheque, you are to provide a letter on your letterhead as per the pro forma below and return the original letter to the address as stated in clause 1.3 of C1.2.2 - Information provided by the Employer, delivered by hand or sent by post.

---

To:  
 The South African National Roads Agency SOC Limited  
 Northern Region  
 38 Ida Street  
 Menlo Park  
 0083

Dear Sir

CONTRACT SANRAL N.003-110-2022/1  
 FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
 CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**BANKING DETAILS**

By signing this document, we accept the following:

The banking details submitted are those of *Note to compiler: insert name of successful contractor* and we take full responsibility for their correctness.

We indemnify the Employer from any and all outcomes if an electronic transfer is made into an incorrect bank account using the banking details submitted.

Account Name: .....

Bank: .....

Branch Name: .....

Branch Code: .....

Account Number:.....

Yours sincerely

.....  
 Authorised Signatory for *Note to compiler: Insert name of successful contractor*  
 DATE:

**C1.3.6 TAX COMPLIANCE PERMISSION DECLARATION**

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

The Contractor shall complete the declaration below.

I, ..... (name)  
the undersigned in my capacity as ..... (position)  
on behalf of .....  
..... (name of company)  
herewith grant consent that SARS may disclose to 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 .....

In addition, the Contractor shall obtain written consent from each of its subcontractors, undisclosed principals and partners involved in this contract confirming that SARS may, on an ongoing basis during the contract term, disclose the subcontractors' tax compliance status to the Employer. For this purpose the Contractor shall provide the Employer with the unique security personal identification number (PIN), tax reference number and tax clearance certificate for each of its subcontractors, undisclosed principals and partners involved in this contract.

SIGNATURE: .....

DATE: .....

**C1.3.8 APPOINTMENT OF PRINCIPAL CONTRACTOR IN TERMS OF SECTION 5.1(k) OF THE CONSTRUCTION REGULATIONS, 2014 INCORPORATED IN THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993**

**APPOINTMENT OF PRINCIPAL CONTRACTOR BY CLIENT (EMPLOYER)**

This AGREEMENT made at .....  
on this the ..... day of ..... in the year .....  
between THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (hereinafter called "the Client") on the one part, herein represented by ..... **compiler to insert**  
in his/her capacity as ..... **compiler to insert**  
and delegate of the Client in terms of the Client's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and .....  
(hereinafter called "the Principal Contractor") on the other part, herein represented by .....  
.....  
in his capacity as .....

WHEREAS the Client is desirous that certain works be constructed, viz. CONTRACT SANRAL N.003-110-2022/1 FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11 and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of the works.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.

This Agreement shall hold good from its commencement date, to either :  
the date of the Performance Certificate issued in terms of sub-clause 11.9 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999) published by Federation Internationale des Ingenieurs-Conseils (FIDIC), as contained in Volume 1 of the contract documents pertaining to this contract, or  
the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.

3. The Principal Contractor declares himself to be conversant with all the requirements and standards of the Occupational Health and Safety Act (Act 85 of 1993) together with its amendments and incorporated Regulations, hereinafter referred to as "The Act", and with special reference to the Construction Regulation Section 7: Duties of Principal Contractor and Contractor.
4. The Principal Contractor is responsible for the compliance with the Act by all his subcontractors and suppliers when entering the construction site, whether or not nominated and/or approved by the Client.
5. The Principal Contractor warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

6. The Principal Contractor warrant that adequate provision has been made for the cost of health and safety measures during the execution of the project, and that sufficient resources (including competent personnel) are available to carry out the construction work safely.
7. The Principal Contractor warrants that that the Employer / Client has carried out his duties in terms of Construction Regulation 5.1(a)(b)(f):  
Section 5.1(a): A baseline risk assessment for the intended construction work was prepared by the client and included in the tender documentation.  
Section 5.1(b) & (f): A suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment was included in the tender documentation.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF EMPLOYER: .....

WITNESS 1: .....

NAME (IN CAPITALS) .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR .....

WITNESS 1: .....

NAME (IN CAPITALS): .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

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## **PART C2: PRICING DATA**

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**PART C2: PRICING DATA**

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## C2.1 PRICING INSTRUCTION

C2.1.1 Measurement and payment shall be in accordance with the provisions as stated in the Scope of Works.

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

%	=	percent
h	=	hour
No.	=	number
Prov sum	=	Provisional sum
PC Sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum

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

Unit:	The unit of measurement for each item of work as defined in the Project Document.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
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.
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 mark-up for which a rate is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services. Any percentage adjustment or lump sum mark-up against the Prime cost for handling fee, profits, etc. shall not be negative.
Provisional Sum:	Means a sum (if any) which is specified in the contract as a provisional sum, for the execution of any part of the works or the supply of plant, materials or services under sub-clause 13.5 (Provisional sums). Any percentage adjustment or lump sum mark-up against the Provisional Sum for handling fee, profits, etc. shall not be negative.
Person Month:	The number of months that the contractor's staff has to work over the duration of the contract. If there are more than one person performing the same task then the Person Months are multiplied by the total number of staff required.
Annual:	The provision or supply of goods or services per annum is priced as a lump sum per Annum. Where the service is required once per Year over the contract duration, then the number the Pay Item shall stipulate the number of Years.

C2.1.4 It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that

were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information standards)

- C2.1.5 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.6 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.7 The quantities set out in the Pricing Schedule are approximate and do not necessarily represent the actual work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule.
- C2.1.8 Reasonable compensation will be received where no pay item appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other pay item.
- C2.1.9 The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- C2.1.10 The pricing schedules are provided electronically on the Compact Disc. A printout of the entire completed pricing schedule must be signed and attached to the tender as well as an electronic copy of the priced pricing schedule. In the event of any discrepancy between the signed printed copy, and the electronically submitted copy, the tender rates in the signed copy will govern. The item numbers and description of the PDF document will govern.

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

Excel Format/Version Included in the Tender Folder

## **CALCULATION OF TENDER SUM**

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

Excel Format/Version Included in the Tender Folder

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

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**PART C3: SCOPE OF WORKS**

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.003-110-2022/1  
FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

## **SECTION A: SCOPE OF WORK**

### **Notes to tenderer:**

**The Standard Specifications for Management, Operations and Maintenance of Vehicle Control Centres, Version 1 October 2012, prepared by the South African National Roads Agency SOC Limited (SANRAL), as amended, shall apply to this contract.**

**The General Conditions of Contract applicable to this contract are the “Conditions of Contract for Design, Build and Operate Projects (2008), issued by the International Federation of Consulting Engineers (FIDIC) and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.**

**The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), and “Pricing Schedule” are synonymous.**

As at 1 May 2017 no amendments have been issued.

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### **C3 SCOPE OF WORKS**

#### **C3.1 MISCELLANEOUS**

The project specifications form an integral part of the contract documents and supplement the standard specifications.

#### **C3.2 EMPLOYER'S OBJECTIVE**

The Employer's objective is to source the services of an experienced Contractor for the management, operations and maintenance of the Heidelberg Traffic Control Centre, hereinafter referred to as "HTCC", for a period of Five (5) years.

#### **C3.3 LOCATION**

The site of the Works consists of the entire Heidelberg Traffic Control Facility situated as follows;

- North (Johannesburg) Bound and South (Durban) bound TCCs approximately 10 km south of Heidelberg Town, in the Gauteng province, on National Route N3.
- the supporting screening facilities located (1) on the R23, approximately 1 km east of the N3/R23 Interchange (direction Standerton) and (2) on the Lagerspoort Road approximately 1km west of the North Bound Facility.

#### **C3.4 OVERVIEW OF THE WORKS**

The works to be carried out on this Contract are detailed herein and in the Standard Specifications for Management, Operations and Maintenance of Vehicle Control Centres (Volume 1), Version 1 October 2012 prepared by the South African National Roads Agency SOC Limited (SANRAL), as amended, hereinafter referred to as the Specifications.

**Note** that under this contract, the execution of the Road Transport Quality System [RTQS] is implemented. This shall include the operations and maintenance of the two Vehicle Inspection Facilities.

The Contractor will be required to undertake and comply with all requirements and procedures as specified in the Heidelberg Traffic Control Centre – Procedure Manual (latest versions). These volumes are not included but are available for Tenderer's perusal at the offices of the Employer. Contact the Employer's Representative via email at [procurementnr4@nra.co.za](mailto:procurementnr4@nra.co.za) to make arrangements for access to the document.

- (i) Volume 1 - Management
- (ii) Volume 2 - Operations
- (iii) Volume 3 - Maintenance
- (iv) Volume 4 - Incident Management and Emergency Protocol
- (v) Volume 5 - Environment Management Plan
- (vi) Volume 6 - Workplace

#### **C3.5 DUTIES OF THE CONTRACTOR**

The works to be carried out on this Contract are detailed herein and

It is required of the Contractor to execute the management, operations and maintenance of the Heidelberg Traffic Control Centre, in accordance with the Standard Specifications for Management, Operations and Maintenance of Vehicle Control Centres, Version 1 October 2012 (Volume1), prepared by the South African National Roads Agency SOC Limited (SANRAL), as amended, and provision of this Project Document.

##### **C3.5.1 MANAGEMENT OF THE WORKS (TCC)**

The Contractor shall be responsible for the overall management of the Works, its sub-systems to ensure an effective and efficient functioning of the facility. To this end the Contractor shall perform the following functions and activities as comprehensively described in the Standard Specifications for Management, Operations and Maintenance of Vehicle Control Centres (Volume 2(a)) – referred to as the Specifications.

- (a) Implement an electronic Asset Management System, clearly indicating ownership which shall be subject to the Employer's Representative's approval;
- (b) Render assistance to the Employer's Representative to evaluate the Contractor's management, operations and maintenance performance;
- (c) Supply support services at the TCC to ensure the continuous availability of dedicated services for management, operations and maintenance;
- (d) Perform services at the TCC related to the Incident Management System and services related thereto, as described in the Specifications.
- (e) Attend to all issues relating to future expansions and major rehabilitation work affecting assets at the TCC;
- (f) Implement the Environmental Management Plan in accordance with the provisions of Section C of the Project Document.
- (g) Be responsible for the safety of the road user at TCCs and the safety of the Contractor's personnel; not in pricing schedule
- (h) Arrange human resource development and training as well as the empowerment of Black Enterprises and community participation;
- (i) Implement the quality assurance system as it relates to the management of the TCC; not in pricing schedule
- (j) Assist the Employer's Representative to do auditing in general; not in pricing schedule
- (k) Prepare contractual reports and or other Ad-hoc reports as and when required by the Employer). Refer to Appendix 2 for example of the Monthly Report.
- (l) Maintain valid Insurances as required in terms of the Contract.
- (m) Secure and maintain the Performance Security.
- (n) Carry out traffic surveys on each of the sites. Each of the sites mentioned shall be monitored for a period of 4 consecutive hours, two times a year for the duration of the contract. The Contractor shall include in his price the cost of (a) ensuring the safety of his own people, (b) equipment, (c) clothing, (d) transportation, (e) accommodation and (f) reporting.
- (o) Surveys shall be conducted on:
  - Origin / Destination
  - Driver hours
  - Type of Commodities

### **C3.5.2 OPERATIONS OF THE TCC**

The Contractor shall be responsible for the operational activities at the Works covering three distinctly different operational functions and how they interact with one another. These functions are (a) screening, (b) weighing and (c) vehicle inspections/ testing.

The Contractor shall perform the afore-mentioned functions in accordance with the Standard Specifications and provide all the necessary means to ensure that law enforcement and prosecution functions are performed by the responsible Law Enforcement Agency. The Contractor shall:

- a) Procure and manage specialist service provider(s)/nominated sub-contractors to operate and maintain the systems/equipment in accordance with the relevant specifications and or Service Level Agreement. All specialist service providers (including nominated sub-contractors) are deemed to be the Contractor's sub-contractors and therefore the contractor is responsible for ensuring that their performance is in accordance with the contractual requirements.
- b) Process the heavy vehicles through the operational processes including traffic control, operation of the traffic control equipment and the duties of the traffic officers on site.
- c) Collect operational data for planning and reporting in the specified file format.  
Ensure that all data generated by systems is transmitted, processed and stored in accordance applicable requirements. The data shall include but is not limited to weigh-in-motion (WIM) data, weighing data, data on law enforcement on road safety critical offences and MIS data.
- d) Support and enhance the efficient use of weighing software by providing suitable/specialised staff training in line with software upgrades etc.
- e) Implement the Quality Assurance System as it relates to the three operational functions.
- f) Assist the Employer's Representative in all activities relating to performance measurement and auditing of the Operational Maintenance activities at the TCC.
- g) Assist the Employer's Representative in all activities relating to the payment of penalties and bonuses.
- h) Do monthly reporting on the Contractor's performance in the four operational performance areas.
- i) Provide all staff required to execute the duties described in this document and in the Specifications.
- j) The Contractor has the obligation to protect and preserve the Employer's property for the entire duration of the Project.

The security guards shall be registered with Security Association of South Africa, shall have a minimum Grade D qualification and shall operate in terms of the PSIRA Act, 2001.

The Contractor shall provide for permanent deployment of security guards, not less than those tabled below.

TCC Facility	Day Shift	Night Shift
HTCC-North Bound	2	2
HTCC-South Bound	2	2
R 23 Satellite	2	2

- k) Take responsibility for utility services like electricity, fuel, refuse removal, water supply and telecommunication. Most of these services are supplied by the local authority but will have to be managed and paid for the Contractor.
- l) Provide transport to the staff employed at the TCC, from at least 2 locations (pick-up/drop off points) within a radius of 20 Kilometres from the main TCC(s).
- m) Provide approved work wear/uniforms for TCC staff.

### **C3.5.3 MAINTENANCE OF THE TCC**

The Contractor shall be responsible for the reliable functioning and optimal service life of all TCC Assets as a key contributing factor towards the seamless operation of the TCC. To this end the Contractor shall perform the following functions and activities as comprehensively described in the Specifications, all in accordance with the prior approval of the Employer.

- (a) Carry out all routine and breakdown maintenance for fixed, semi-fixed and movable assets at the TCC. The Contractor shall supply labour, equipment and material for doing the maintenance and the Contractor shall perform maintenance record keeping and reporting;
- (b) Collect all maintenance data and information and report to the Employer's Representative;
- (c) Carry out general maintenance which includes day to day cleaning, paintwork, structures and gardens. Refer to the Specifications.

### **C3.6 CONTRACTOR'S PERSONNEL**

#### **C3.6.1 CONTRACTOR'S PERSONNEL**

Contractor's personnel shall include Key personnel and all other personnel employed by the Contractor as contemplated in Clause 6.2 of the Conditions of Contract.

The Contractor shall always employ suitably experienced and competent personnel to fill positions as indicated on the Organogram (3.6.1(A)) included hereunder.

The Contractor's Personnel shall be competent to perform role specific duties as outlined in the Guideline of TCC Personnel functions (Appendix 7). The Contractor Personnel currently employed on the Works. are

The Contractor's personnel, including Key personnel become a contractual commitment upon award of the Contract. The Contractor shall inform the Employer in writing of his/her intention to change to Personnel at least 2 months ahead time, and shall at his cost, facilitate an overlap/transfer of duties occurs on the Works for period of at least 2 weeks. Where stipulated, replacement personnel shall meet minimum experience and qualification requirements. The Contractor shall not remove or replace any his personnel without prior approval by the employer, except if an employee(s)'s removal is due disciplinary processes conducted in accordance with prevailing labour laws of the Republic of South Africa or reasons which are beyond the Contractor's control. The Contractor shall replace personnel within 14 days.

Where applicable to evaluating suitability of personnel, including Key persons, reference to Traffic Control Centres (TCC) shall be deemed to include Toll Plaza facilities or Truck stops or other Traffic Law Enforcement facilities.

#### **Key Personnel Minimum Requirements**

The following Key Personnel shall be full time employees of the Contractor and be permanently based on the Works:

<b>Requirements</b>	<b>Minimum Requirements</b>
<b>Key Persons; Minimum Qualifications &amp; Relevant Experience</b>	
<b>Traffic Control Centre Manager (TCC-M)</b>	
<b>Minimum Qualification;</b>	
NQF Level 5 <b>OR</b> NQF Level 4* <b>OR</b>	<b>NQF 5/NQF4*</b>
Traffic Officer Diploma/Certificate (TOD)	<b>TOD</b>
<b>Minimum Years of Experience:</b>	
Year(s) in the position of TCC Manager <b>OR</b> ,	3 Years
Years in the position Assistant TCC Manager.	5 Years
*If Qualification is NQF4, Years in the Position of TCC Manager or Assistant TCC Manager	5 Years
<b>Traffic Control Centre Assistant Manager- Operations (AM-O)</b>	
<b>Minimum Qualification Requirements:</b>	
NQF Level 4 <b>OR</b> ,	<b>NQF 4</b>

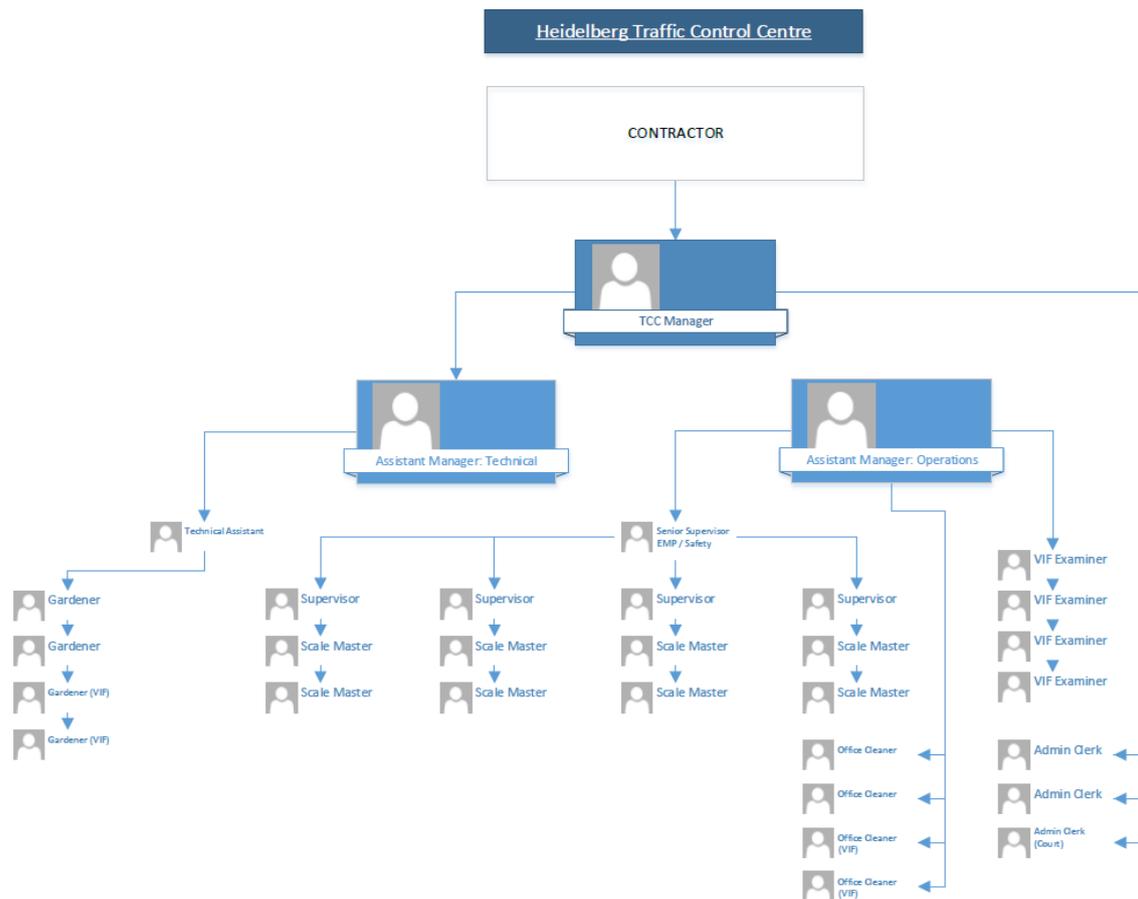
Requirements	Minimum Requirements
<b>Key Persons; Minimum Qualifications &amp; Relevant Experience</b>	
Traffic Officer Diploma / Certificate	<b>TOD</b>
<b>Minimum Years of Experience:</b>	
Years as Assistant TCC Manager or TCC Supervisor or higher position (in TCC managerial or supervisory role)	4 Years
<b>TCC Assistant Manager-Technical (AM-T)</b>	
<b>Minimum Qualification Requirements;</b>	
NQF Level 5 OR NQF Level 4*	<b>NQF 5</b>
<b>Minimum Years of Experience:</b>	
Years of relevant experience as Assistant TCC manager Technical or equivalent position in any one of the following technical fields: Information Communication Technology (ICT), Computer/Software systems, Electronics or Electrical or Mechanical or Industrial systems.	4 Years/6 Years (if NQF 4)

Minimum qualifications Key personnel are as follows:

KEY PERSONNEL CATEGORY	REQUIRED QUALIFICATIONS AND TRAINING	Class 1 Facility
1. Manager: Traffic Control Centre	<b>NQF Level 5 or Higher:</b> Qualification in any of the following fields of study; Management, Finance, Legal, Project Management or Traffic Law Enforcement. OR NQF 4 (if the candidate has minimum 5 years relevant experience)	<b>Yes</b>
2. Assistant Manager Operations	<b>NQF Level 4 or higher</b>	<b>Yes</b>
3. Assistant Manager Technical	<b>NQF level 5 or higher</b> (Certificate) in any of following fields of study; Information Communication Technology (ICT), or Computer/Software systems or Electronics or Electrical or Mechanical or Industrial systems. OR NQF 4 (if the candidate has minimum 5 years relevant experience)	<b>Yes</b>

Reference to Traffic Control Centre(s) shall also mean Weighbridges or Toll Plazas/Operations or similar Traffic Law Enforcement facilities or Transportation facilities/hubs where services rendered include management, operation, and maintenance of the relevant facility.

### C3.6.1 ORGANOGRAM



### C3.6.12 EXISTING PERSONNEL

It is a condition of this Contract that the appointed Contractor shall be required to employ, 100% of personnel currently employed on the TCC below assistant Manager level, as indicated on the organogram (section 3.6.1). Should any existing personnel member decline such employment, the Contractor shall seek a new suitably qualified employee for that position.

### C3.7 EQUIPMENT

All moveable assets are owned by the Employer and shall remain at the Works for use by the Contractor.

The Contractor shall establish within 60 days of Commencement of the contract an asset management system which is compliant with “Generally Recognized Accounting Practices” (GRAP) and maintain it for the Contract Period.

The Contractor’s asset management system’s structure shall include at least the following items;

- Asset Serial number
- The purchase price or the fair value if no costs are available.
- The (last) revaluation date subject to revaluation
- The revaluated value (existing asset shall be revaluated by the Contractor within 60 days of the Commencement date.
- Accumulated depreciation to date
- The depreciation charge for the current financial year
- The carrying value of the asset

- Remaining Useful Life
- The method and rate of depreciation
- Impairment losses incurred during the financial year (and the reversal of such losses, where applicable)

The procurement of any new and additional equipment/assets under Provisional Sums is subject to the Employer's approval.

### **C3.8 WORKS PERSONNEL UNIFORMS**

The Contractor shall issue all personnel on based permanently on the Works are issued with suitable and role appropriate uniform clothing in accordance with the Uniform Schedule below.

- 2 x Pants
- 2 x Shirts
- 1 x Winter Jacket
- 1 x Jersey
- 2 x Dustcoats for each office cleaner
- 2 x overalls (maintenance team, gardeners, technicians and the foremen)
- Safety Shoes
- Hats

Note: Uniforms are issued annually to both males and females.

All work clothing (uniform) shall be produced in the Republic of South Africa and shall be subject to the Employer's approval.

### **C3.9 MANAGEMENT OF THE ENVIRONMENT**

The contractor will be responsible for maintenance according to an environmental management plan in terms of Section C: ENVIRONMENTAL MANAGEMENT PLAN in the Scope of Works.

The contractor must take the utmost care to minimise the impact of his establishment and other maintenance 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.

### **C3.10 SMALL CONTRACTOR DEVELOPMENT, TRAINING AND COMMUNITY LIAISON**

Refer to Section D of the Scope of Works.

### **C3.11 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.

## **C3.12 MEASUREMENT AND PAYMENT**

### **C3.12.1 SCOPE**

This Section specifies the measurement and payment of the Monthly Payment Certificate.

### **C3.12.2 PAYMENT PROCEDURE**

The Contractor shall on or before the fifth business day of each month (unless directed otherwise by the Employer) submit to the Employer or the Employer's representative a Payment Certificate in the format provided by the Employer. The Contractor's Payment certificate shall include:

The Contractor's original Tax invoice which is SARS compliant.  
Scanned/PDFs of proof of payments and Tax invoices for expenses claimed against Provision Sums. These shall be saved on a Compact Disk (CD) or USB Flash Drive or submitted via electronic means as directed by the Employer.

The Employer shall effect payment in accordance with the Conditions of Contract.

### **C3.12.3 CONTRACTOR'S STAFF REMUNERATION AND CONTRIBUTIONS**

Wherever remuneration costs are part of the Contractor's rates and prices in the Schedule of Payments, they shall include all costs to company, clause 6.9 of the Conditions of Contract.

### **C3.12.4 VARIATIONS**

Variations shall be dealt with in terms of Clause 13 of the Conditions of Contract.

### **C3.12.5 PROVISIONAL SUMS**

The provisional sums included in the Pricing Schedule (Part C2.2) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract.

The Contractor shall submit a plan to procure services/goods as allowed for under provisional sums with 1 month of the commencement date.

The Contractor shall endeavour to procure services or supplies as allowed for in each Provisional Sum through fair and transparent competitive bidding process and compliant with the following requirements;

- a. For work with an estimate value not exceeding R 500 000, the Contractor shall issue a Request for Quotations to at least 3 suitable service providers/suppliers.
- b. For work with an estimate value exceeding R 500 001, the Contractor shall follow an open Tender process subject a market analysis showing that there are sufficient potential bidders.

In the case of Provisional Sums allowed for existing services such as the provision and or maintenance of the Prosecution Software, Static scale, Vehicle management system and Vehicle Inspection Facility (if installed), the Contractor shall appoint existing service providers at market related rates as approved by the Employer.

The Contractor shall, where possible transfer existing arrangements/accounts for Municipal services and electricity. Alternatively, the Contractor shall make the necessary arrangements in his name within 3 months of commencement.

The Employer will allow the Contractor to take over existing appointments of other service providers/suppliers for a least possible period, which shall not exceed 6 months after the commencement date.

### **C3.12.6 CONTRACT PRICE ADJUSTMENT**

The value of Payment certificates shall be adjusted monthly for inflation using the Consumer Price Index as set out below:

The Consumer Price Index published by Statistics South Africa Statistical Release P0141 Table A Headline CPI (Base December 2021 = 100) as published from time to time by Statistics SA shall be used, provided that if:

such index should cease to be published; or

the basis of the calculation of such index has changed and pursuant to such change one Party has notified the other that it is not satisfied therewith; or

the Parties agree that, due to a change in circumstances, the index is no longer representative, or (in circumstances where the Parties are unable to reach such agreement) where such fact is confirmed in writing by an independent actuary in South Africa (who shall act as expert and not as arbitrator) appointed for such purpose by the President for the time being of the Actuarial Society of South Africa, whose determination shall be final and binding upon the Parties;

then, in any such circumstances, the Parties will use such official information or index as may be available and acceptable to them, or failing such availability or acceptance, an index determined in writing as fair and reasonable by a majority decision of a panel of three (3) independent actuaries in South Africa (who shall act as experts and not as arbitrators) appointed for such purpose by the President for the time being of the Actuarial Society of South Africa, whose determination shall be binding upon the Parties. Any determination made by the majority of such panel as to the date from which any revised index shall take effect and liability for the cost of determination of the index by the panel, shall be binding upon the Parties.

### **C3.12.7 CATEGORIES OF PAYMENT**

The Contractor will be compensated according to the costs indicated in the Pricing Schedule (Part C2.2).

Capital expenditure items, which are for the Employer's account will be allowed for in those instances where TCC expansions are envisaged.

Penalties or Performance bonuses shall be calculated in accordance with applicable provisions of The Standard Specifications for Management, Operations and Maintenance of Vehicle Control Centres, (Version 1 October 2012). The Contractor's monthly service fees, as defined in therein, and listed hereunder, shall be used. The service fees are:

Screening service fee; R 10000.00

Weighing service fee; R 10000.00

RTQS service fee (Not applicable at this stage); and

Prosecution service fee. R 10000.00

The above-listed service fees are set by the Employer, solely for calculating Performance Bonus/Penalties in accordance with the Standard Specifications and are not Pay items.

### **C3.12.8 REPORTING**

The Contractor is required to submit monthly reports on the duties performed, refer to typical examples (but not necessarily limited to) Appendices A and B. Based on these reports and other measures described in this specification, bonuses and penalties will be

allocated, as applicable, and applied to the Contractor's payment schedule as indicated in the Pricing Schedule.

**C3.12.9 DESCRIPTION OF PAY ITEMS IN THE SCHEDULE OF QUANTITIES**

ITEM		UNIT
<b>1.00</b>	<b>ESTABLISHMENT</b>	
1.10	Establishment Fee	Lump sum
1.20	De-establishment Fee	Lump sum
1.30	Time-related obligations	Month
1.40	(a) Update and revision of operation manuals	Prov Sum
	(b) Handling costs and profit in respect of item 1.4 (a) above	%
1.50	(a) Training of Traffic Officers	Prov Sum
	(b) Handling costs and profit in respect of item 1.50 (a) above	%
1.60	Training for Contractor's staff	Lump sum

The unit of measurement for **pay item 1.10** shall be the Lump sum.

The Lump sum tendered shall be for establishment and maintenance of the Contractor's office equipment, personnel recruitment, initial training of new personnel and other resources required to fulfil his contractual obligations.

The Lump sum tendered for the Establishment fee shall also include compensation for all the Contractor's costs related to, risks, overheads, profits to comply with all contractual obligations.

The Establishment Fee is to be paid in three parts as follows:

Part 1: 50% of the Establishment Fee to be paid at the end of the 1<sup>st</sup> month provided the Contractor has established at least 80% his resources.

Part 2: 35% of the Establishment Fee to be paid at the end of the 6<sup>th</sup> month provided the contractor has established 100% of resources by the 3<sup>rd</sup> Month and has achieved 100% operational capacity for at least 3 Months.

Part 3: 15% of Establishment Fee to be paid at the end of the 12<sup>th</sup> month provided the Contractor has achieved 100% operational capacity for a successive period of 6 months, starting from the 6<sup>th</sup> month.

The unit of measurement for **pay item 1.20** shall be the Lump sum.

The tendered sum shall cover all the Contractor's costs to remove his equipment, personnel. The tendered sum shall also include compensation, where applicable, the cost to administer the termination and or transfer to the Employer's new contractor; employment contracts of staff, service provider's contracts and municipal accounts for services such electricity, water and others.

The unit of measurement for **pay item 1.30** shall be Month.

The tendered monthly rate shall cover the Contractor's time related costs for maintaining his organisation and personnel to fulfil his general obligations as stipulated in the conditions of contract and the scope of work. These shall amongst others include compliance with the Employer's Health, Safety, Environmental requirements and relevant legislation.

Expenditure under **subitem 1.40(a)** shall be in accordance with clause 13.5 of the FIDIC Conditions of Contract.

The provisional sum for subitem 1.40 (a) is provided to cover the cost of updating and revision of operating manuals, annually or as and when necessary due to new installations or changes in operations. This provision shall cover only cost for work done by external service providers employed by the Contractor. The cost of work done by the Contractor shall be deemed to be covered in items 1.30 and relevant pay item under schedule 2.00 Staffing.

The tendered percentage for **subitem 1.40 (b)** is the percentage of the amount spent under items 1.4 (a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under subitem 1.40(a).

Expenditure under **subitem 1.50(a)** shall be in accordance with clause 13.5 of the FIDIC Conditions of Contract.

The provisional sum for subitem 1.50(a) is provided to cover the cost of providing training to and or assessment of Traffic Officials by external service providers to be procured and managed by the Contractor. Where training is provided on the works by the Contractor's staff, cost thereof shall be deemed to be covered in items 1.30 and relevant pay item under schedule 2.00 Staffing.

The tendered percentage for subitem 1.50(b) is the percentage of the amount spent under items 1.50(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 1.50 (a).

The unit of measurement for pay item 1.60 shall be the Lump sum.

The tendered **pay Item** 1.60 shall cover all the Contractor's costs associated with providing his personnel with suitable training, internally or by suitable external training providers, to ensure that they are always competent to perform their duties and fulfil the Employer's requirements as stipulated in the Scope of Work. The tendered sum shall also cover the cost of periodic refresher training where necessary and training of replacement personnel.

<b>Item</b>		<b>Unit</b>
2.10	Contractor's personnel:	
	<b>(a) Key personnel:</b>	
	(i) TCC Manager (1x)	Person-month
	(iii) Assistant Manager Operations (1x)	Person-month
	(iv) Assistant Manager Maintenance (1x)	Person-month
2.10	<b>(b) Other personnel (28 x personnel):</b>	
	(i) Senior Supervisor/EMP/Safety (1x)	Person-month
	(ii) Supervisor Level 1 (2x)	Person-month
	(iii) Supervisor Level 2 (1x)	Person-month
	(iv) Supervisor Level 3 (1x)	Person-month
	(v) Scale Master Level 1 (3x)	Person-month
	(vi) Scale Master Level 2 (2x)	Person-month
	(vii) Scale Master Level 3 (2x)	Person-month
	(viii) Senior Scale Master Level 4 (1x)	Person-month
	(ix) Maintenance Assistance (1x)	Person-month
	(x) Gardener Level 1 (2x)	Person-month
	(xi) Gardener Level 2 (2x)	Person-month
	(xii) Cleaner Level 1 (3x)	Person-month
	(xiii) Cleaner Level 2 (1x)	Person-month

	(xiv) (Administration Clerk (3x))	Person-month
2.10	(c) <b>Vehicle Examiner</b>	
	(i) Senior Vehicle Examiner (1x)	Person-month
	(ii) Vehicle Examiner / Inspector (3x)	Person-month
2.20	<b>Transport</b>	
2.20	(a) Transport of staff	Month

The Person-month rate tendered for sub-items 2.10 (a)(i) to (iii) shall cover the Contractor's cost for employment of the listed Key Personnel, associated overhead costs and profit. It shall be the monthly cost of employment, including all statutory contributions such as provident fund, medical aid, leave provision and incentive bonuses. The tendered rate shall include provision for costs of replacing Key Personnel with equivalent or better Key Personnel if necessary and ensuring compliance with the Labour Act and regulations.

The Person-month rate tendered for sub-items 2.10 (a)(i) to (b)(xiv) shall cover the Contractor's cost for employment of the listed existing or new personnel, associated overhead costs and profit. It shall be the monthly cost of employment, including all statutory contributions such as provident fund, medical aid, leave provision and incentive bonuses. The tendered rate shall include provision for cost of administration associated with the taking over of existing personnel, replacing personnel with equivalent or better personnel if necessary and ensuring compliance with the Labour Relations Act and regulations.

The Person-month rate tendered for sub-items 2.10 (c) (i) to (ii) shall cover the Contractor's cost for providing Vehicle Examiners, either as his personnel or as sub-contractor(s). It shall include all associated overhead costs and profit, including all statutory contributions such as provident fund, medical aid, leave provision and incentive bonuses. The tendered rate shall include provision for cost of administration associated with the taking over of existing personnel, replacing personnel with equivalent or better personnel if necessary and ensuring compliance with the Labour Relations Act and regulations. If the Vehicle Examiners are sub-contracted, the tendered Person-month rate shall include all the sub-contracting costs, overheads and profit.

The tendered monthly rate for **sub-item 2.20(a)** is provided to cover the cost of providing suitable transport for non-key personnel at every shift change from at least two locations within a radius of 20 Kilometres from the HTCC/within the boundaries of Lesedi Local Municipality.

Item		Unit
3.10	(a) Security Services	Month
3.10	(b) Provision of additional security guards Grade D	Day
3.10	(c) Provision of additional security Grade C	Day

The tendered monthly rate for item 3.10(a) shall cover the Contractor's costs to provide adequate personnel and means to protect and secure the Works permanently for the entire duration of the contract in accordance with his security plan as contemplated under Clause C 3.5.2 (j) of the Scope of Works.

The tendered daily rate for item 3.10(b) shall cover the Contractor's costs to provide additional Grade D personnel for 24-hour period as and when required by the for operational reasons. The tendered rate shall include overhead costs and

The tendered daily rate for item 3.10(c) shall cover the Contractor's costs to provide additional Grade C personnel for 24-hour period as and when required by the for operational reasons. The tendered rate shall include overhead costs and

The Contractor's security service provider and his security personnel shall be registered with Security Association of South Africa shall operate in terms of the PSIRA Act, 2001.

<b>Item</b>	<b>Description</b>	<b>Unit</b>
4.10	(a) Uniforms	Prov Sum
	(b) Handling Costs and profit in respect of items 4.10(a)	%
4.20	(a) Computer consumables	Prov Sum
	(b) Handling Costs and profit in respect of items 4.20(a)	%
4.30	(a) Provision of Stationery	Prov Sum
	(b) Handling Costs and profit in respect of items 4.30(a)	%
4.40	(a) Gardening & cleaning equipment/consumables	Prov Sum
	(b) Handling Costs and profit in respect of items 4.40(a)	%

Expenditure under subitems 4.10 to 4.40 shall be in accordance with clause 13.5 of the FIDIC Conditions of Contract.

The provisional sum for subitem 4.10 (a) is provided to cover the cost of procuring on an annual basis suitable work wear/uniform for the Contractor's Personnel.

The tendered percentage for subitem 4.10(b) is the percentage of the amount spent under items 4.10(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 4.10 (a).

The provisional sum for subitem 4.20(a) is provided to cover the cost of procuring computer consumables, printing consumables and other related consumables periodically or on an ad-hoc basis.

The tendered percentage for subitem 4.20(b) is the percentage of the amount spent under items 4.20(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 4.20 (a).

The provisional sum for subitem 4.30 (a) is provided to cover the cost of procuring stationary and other office consumables periodically or on an ad-hoc basis.

The tendered percentage for subitem 4.30(b) is the percentage of the amount spent under items 4.30(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 4.30 (a).

The provisional sum for subitem 4.40 (a) is provided to cover the cost of procuring gardening and cleaning/consumables periodically or on an ad-hoc basis.

The tendered percentage for subitem 4.40(b) is the percentage of the amount spent under items 4.40(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 4.40 (a).

<b>Item</b>	<b>Description</b>	<b>Unit</b>
5.10	Day-to-day cleaning	Month
5.20	Paintwork	Month
5.30	Structures	Month

The tendered monthly rate for item 5.10 shall cover the Contractor's costs to clean and maintain acceptable hygiene standards in all office spaces, toilets, kitchens and all other parts of the TCC buildings. The tendered monthly rate shall also include compensation for cleaning consumables, materials, any addition labour costs in addition to cleaning personnel tendered for under item 2.0 of the Pricing Schedule.

The tendered monthly rate for item 5.20 shall cover the Contractor's costs to maintain (in original state handed over to the Contractor) all internal and external painted surfaces within the Works (excluding road and lighting infrastructure). The tendered monthly rate shall also include compensation for painting consumables, materials, any addition labour costs in addition to maintenance personnel tendered for under item 2.0 of the Pricing Schedule.

The tendered monthly rate for item 5.30 shall cover the Contractor's costs to maintain (in original state handed over to the Contractor) all structural steel elements within the Works (excluding road and lighting infrastructure). The tendered monthly rate shall also include compensation for consumables, materials, any addition labour costs in addition to maintenance personnel tendered for under item 2.0 of the Pricing Schedule.

The tendered monthly rates for subitems 5.10, 5.20 & 5.30 shall include compensation for overhead costs and profit.

<b>Item</b>	<b>Description</b>	<b>Unit</b>
6.10	(a) Routine maintenance of the Vehicle Management/Control System & Surveillance System (including software, data collection and data management).	Prov Sum
	(b) Handling Costs and profit in respect of sub-items 6.10 (a)	%
	(c) Adhoc repair/replacement/upgrading of the Vehicle Management/Control System, Surveillance System equipment and software. (Excluding WIMs)	Prov Sum
	(d) Handling Costs and profit in respect of sub-items 6.10 (c)	%
	(e) Replacement/upgrading of the Weigh-In-Motion System - Equipment and Software.	Prov Sum
	(f) Handling Costs and profit in respect of sub-items 6.10 (c)	%

The provisional sum for item 6.10 (a) is provided to cover the Contractor's costs of sub-contracting a specialist service provider for the routine maintenance of the Vehicle Management/Control System & Surveillance System (including software, data collection and management).

The tendered percentage for subitem 6.10(b) is the percentage of the amount spent under items 6.10(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under item 6.10 (a).

The provisional sum for item 6.10 (c) is provided to cover the Contractor's costs of sub-contracting the Adhoc repair/replacement/upgrading of the Vehicle Management/Control System, Surveillance System equipment and software. (Excluding WIMs)

The tendered percentage for subitem 6.10(d) is the percentage of the amount spent under items 6.10(c) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under item 6.10 (c).

The provisional sum for item 6.10(e) is provided to cover the Contractor's costs of sub-contracting the Replacement/upgrading of the Weigh-In-Motion System's equipment and software.

The tendered percentage for subitem 6.10(f) is the percentage of the amount spent under items 6.10(e) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under item 6.10 (e).

<b>Item</b>	<b>Description</b>	<b>Unit</b>
6.20	(a) Routine maintenance of the Prosecution and Traffic Law enforcement System (including software, data collection and management).	Prov Sum
	(b) Handling Costs and profit in respect of sub-item 6.20(a)	%
	(c) Adhoc repair/replacement/upgrading of the Prosecution and Traffic Law enforcement System equipment and software.	Prov Sum
	(d) Handling Costs and profit in respect of sub-item 6.20 (c)	%

The provisional sum for item 6.20(a) is provided to cover the Contractor's costs of sub-contracting the Routine maintenance of the Prosecution and Traffic Law enforcement System (including software, data collection and management).

The tendered percentage for subitem 6.20(b) is the percentage of the amount spent under items 6.20(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 6.20 (a).

The provisional sum for item 6.20(c) is provided to cover the Contractor's costs of sub-contracting the Adhoc repair/replacement/upgrading of the Prosecution and Traffic Law enforcement System equipment and software.

The tendered percentage for subitem 6.20(d) is the percentage of the amount spent under items 6.20(c) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 6.20 (c).

<b>Item</b>	<b>Description</b>	<b>Unit</b>
6.30	(a) Routine maintenance of the Vehicle Inspection Facilities (including software, data collection and management).	Prov Sum
	(b) Handling Costs and profit in respect of sub-items 6.30 (a)	%
	(c) Adhoc repair/replacement/upgrading of the Vehicle Inspection equipment	Prov Sum
	(d) Handling Costs and profit in respect of sub-items 6.30 (c)	%

The provisional sum for item 6.30(a) is provided to cover the Contractor's costs of sub-contracting the Routine maintenance of the Vehicle Inspection Facilities (including software, data collection and management).

The tendered percentage for subitem 6.30(b) is the percentage of the amount spent under items 6.30(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 6.30 (a).

The provisional sum for item 6.30(c) is provided to cover the Contractor's costs of sub-contracting the Adhoc repair/replacement/upgrading of the Vehicle Inspection equipment.

The tendered percentage for subitem 6.30(d) is the percentage of the amount spent under items 6.30(c) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 6.30(c).

<b>Item</b>	<b>Description</b>	<b>Unit</b>
6.40	(a) Routine maintenance of the Static Scale (including software, data collection and management).	Prov Sum
	(b) Handling Costs and profit in respect of sub-items 6.40 (a)	%
	(c) Adhoc repair/replacement/upgrading of the Static Scale equipment	Prov Sum
	(d) Handling Costs and profit in respect of sub-items 6.40 (c)	
	(e) Periodic Calibration of the Static Scales	No

The provisional sum for item 6.40 (a) is provided to cover the Contractor's costs of sub-contracting the Routine maintenance of the Static Scale (including software, data collection and management) by Employer's nominated Sub-contractor. The tendered monthly rate shall also cover calibration of the static scale(s) every six (6) months.

The tendered percentage for subitem 6.40(b) is the percentage of the amount spent under items 6.40(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 6.40(a).

The provisional sum for item 6.40 (c) is provided to cover the Contractor's costs of sub-contracting the Adhoc repair/replacement/upgrading of the Static Scale equipment by Employer's nominated Sub-contractor.

The tendered percentage for subitem 6.40(d) is the percentage of the amount spent under items 6.40(c) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 6.40(c).

The tendered monthly rate for item 6.40(e) shall cover the Contractor's costs for Periodic Calibration of the Static Scale(s) by a competent and certified service provider, as approved in terms SANS 10343.

<b>Item</b>	<b>Description</b>	<b>Unit</b>
6.50	(a) Routine maintenance of the Air conditions	Month
	(b) Adhoc repair/replacement/upgrading of Air Conditioners equipment	Prov Sum
	(c) Handling Costs and profit in respect of sub-items 6.50 (b)	%

The tendered monthly rate for item 6.50(a) shall cover the Contractor's costs for Routine maintenance of the Air conditions by a competent person employed by the Contractor or a competent specialist service provider.

The provisional sum for item 6.50 (b) is provided to cover the Contractor's costs of sub-contracting the Adhoc repair/replacement/upgrading of Air Conditioners Equipment.

The tendered percentage for subitem 6.50(c) is the percentage of the amount spent under items 6.50(b) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 6.50(b).

<b>Item</b>	<b>Description</b>	<b>Unit</b>
6.60	(a) Routine maintenance of the Electrical Installations (including software, data collection and management).	Month
	(b) Routine maintenance of the Electrical Generator(s)	Month
	(c) Adhoc repair/replacement/upgrading of the Electrical Installations and Electrical Generators	Prov Sum
	(d) Handling Costs and profit in respect of sub-items 6.60 (c)	%
	(e) Replacement of existing light bulbs with energy saving bulbs	Prov Sum
	(f) Handling Costs and profit in respect of sub-items 6.60 (e)	%
	(g) Procurement and installation of Hybrid Solar system	Prov Sum
	(h) Handling Costs and profit in respect of sub-items 6.60 (g)	%

The tendered monthly rate for item 6.60 (a) shall cover the Contractor's costs of sub-contracting the Routine maintenance of the Electrical installations, and all related sub-systems by Registered electrician(s) or Sub-contractor(s).

The tendered monthly rate for item 6.60 (b) shall cover the Contractor's costs of sub-contracting the Routine maintenance of the Electrical Generator(s), and all related sub-systems by Registered electrician(s) or Sub-contractor(s).

The provisional sum for item 6.60 (c) is provided to cover the Contractor's costs of sub-contracting the Adhoc repair/replacement/upgrading of the Electrical Installations and Electrical Generators.

The tendered percentage for subitem 6.60(d) is the percentage of the amount spent under items 6.60(c) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 6.60(c).

The provisional sum for item 6.60 (e) is provided to cover the Contractor's costs of sub-contracting the Replacement of existing light bulbs with energy saving bulbs.

The tendered percentage for subitem 6.60(f) is the percentage of the amount spent under items 6.60(e) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 6.60(e).

The provisional sum for item 6.60 (g) is provided to cover the Contractor's costs of sub-contracting the Procurement and installation of Hybrid Solar system.

The tendered percentage for subitem 6.60(h) is the percentage of the amount spent under items 6.60(g) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 6.60(g).

<b>Item</b>	<b>Description</b>	<b>Unit</b>
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6.70	(a) Routine maintenance of movable assets (furniture and other equipment)	Prov sum
	(b) Handling Costs and profit in respect of sub-items 6.70 (a)	%
	(c) Adhoc repair/replacement/upgrading of movable assets	Prov Sum
	(d) Handling Costs and profit in respect of sub-items 6.70 (c)	%

The provisional sum for sub item 6.70(a) shall cover the Contractor's costs for Routine maintenance of movable assets (furniture and other equipment) by a competent person employed by the Contractor or a competent specialist service provider.

The tendered percentage for sub item 6.70(b) is the percentage of the amount spent under items 6.70(a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 6.70(a).

The provisional sum for sub item 6.70 (c) is provided to cover the Contractor's costs of sub-contracting the Adhoc repair/replacement/upgrading of movable assets.

The tendered percentage for sub item 6.70(d) is the percentage of the amount spent under items 6.70(c) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 6.70(c).

Item	Description	Unit
7.10	(a) Electricity	Prime Cost Sum
	(b) Handling Costs and profit in respect of sub-items 7.10(a)	%
7.20	(a) Municipal Services	Prime Cost Sum
	(b) Handling Costs and profit in respect of sub-items 7.20(a)	%
7.30	Refuse removal by Private Company	Month
7.40	Provision of purified/filtered water	Litres
7.50	(a) Fuel- Diesel @ R 26.00 per litre (base rate)	Litres
	(b) Provision for Fuel Price variation in respect of rate tendered under item 7.50(a)	Prime Cost Sum
7.60	(a) Provision/Maintenance of Communication Services (VOIP, Email & Internet)	Prov sum/Lump Sum
	(b) Handling Costs and profit in respect of sub-items 7.60(a)	%

The Prime Cost sum for subitem 7.10 (a) is provided to cover costs for electricity consumed on the Works and other related account charges levied by Eskom or the Local Municipality.

The tendered percentage for subitem 7.10 (b) is the percentage of the amount spent under items 7.10 (a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 7.10 (a).

The Prime Cost sum for subitem 7.20 (a) is provided to cover costs for municipal services consumed on the Works and other related account charges levied by the Local Municipality.

The tendered percentage for subitem 7.20 (b) is the percentage of the amount spent under items 7.20 (a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 7.20 (a).

The tendered monthly rate for item 7.30 shall cover the Contractor's costs for removal of refuse generated on the Works by his operations, members of the public and others on a weekly basis. The tendered monthly rate shall also include compensation for overhead costs and profit.

The tendered unit rate for subitem 7.40 shall cover the Contractor's costs for providing filtered/purified drinking water for consumption on the Works by his personnel and members of the Traffic Police or other government agencies based on the Works. The tendered monthly shall also include compensation for overhead costs and profit.

The tendered unit rate for subitem 7.50 (a) shall cover the Contractor's costs for procuring Diesel for the Works Generator, vehicles (if any) and any other diesel-powered equipment. The tendered unit rate shall also include compensation for handling, storage in approved manner, dispensing, overhead costs and profit.

The Prime Cost sum for subitem 7.50 (b) is provided to cover costs for the fluctuation of Fuel prices for subitem 7.50(a) . The respective Base fuel prices shall be that stated under subitems 7.50 (a) of the Pricing Schedule.

The Provisional sum for subitem 7.60(a) is provided to cover costs for provision of communication Wi-Fi, Services such telephone, Voice Over Internet Protocol (VOIP), email and Internet on the Works.

The tendered percentage for subitem 7.60 (b) is the percentage of the amount spent under items 7.60 (a) and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with planning, procuring and administration of work as contemplated under items 7.60 (a).

<b>Item</b>	<b>Description</b>	<b>Unit</b>
8.10	Monthly Reporting	Month

The tendered monthly rate for subitem 8.10 shall cover the Contractor's costs to meet all the Employer's periodic reporting requirements which include; Assets and Document Management Systems, Incident Management System, Monthly Performance Reports (example Appendix B), Monthly Maintenance Reports (example Appendix C), Training and Empowerment using the Employer's ITIS Portal and ad-hoc reports which are event or incident specific.

<b>Item</b>	<b>Item Description</b>	<b>Unit</b>
9.10	Performance based Bonus Provision	Prov Sum

The Provisional sum for subitem 9.10 is provided to cover monthly payment of applicable performance-based bonuses due to the Contractor as determined in terms of the performance criteria set out in the Standard Specifications.

<b>D1013</b>	<b>MEASUREMENT AND PAYMENT</b>	
<b>Item</b>	<b>Item Description</b>	<b>Unit</b>
<b>D10.01</b>	<b>Target Group Participation</b>	
(a)	Contract Participation Performance bonus.	Prime Cost (PC) Sum
<b>D10.02</b>	<b>Stakeholder and Community Liaison and Social Facilitation</b>	
(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 (%)

<b>D10.03</b>	<b>Tender Process for Targeted Enterprises</b>	
<b>(a)</b>	Contractor's charge for the management and execution of the Targeted Enterprise procurement process:	
<b>(i)</b>	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors.	Number (No)
<b>D10.04</b>	<b>Responsibilities of the Contractor towards Targeted Enterprises</b>	
<b>(a)</b>	Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises.	Month
<b>D10.06</b>	<b>Training, coaching, guidance, mentoring and assistance</b>	
<b>(a)</b>	Training Costs	
<b>(i)</b>	Training of TEs and or local Labour.	Provisional (Prov) sum
<b>(ii)</b>	Handling cost and profit in respect of subitems D10.06(a)(i).	Percentage (%)

**D1012 MEASUREMENT AND PAYMENT**

**Item** **Unit**

**D10.01 Target Group Participation**

(a) Contract Participation Performance bonus ..... Provisional (Prov) Sum

The provisional sum for item D10.01(a) shall cover any CPP bonus due as specified in clause D1003(e). The provisional 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 13.01(c), 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 1.30 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 .....Number (No)

The unit of measurement shall be the number of individual subcontract agreements concluded with Targeted Enterprise subcontractors in accordance with the procurement process described in this Section D.

Each tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process in the relevant contractor/supplier grading designation , including for the appointment of a TE Procurement Manager (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 PLC and PMT, 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

The tendered monthly rate for subitem D10.04(a) shall include full compensation for the provision of a TE Procurement Manager (if required), 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, including the provision of a TE Construction Manager (if required) and full-time mentor (if required) on the site, to mentor the Targeted Enterprises. The tendered amount shall also include the cost of establishment on site for the Targeted Enterprises, the provision of site offices, common camp facilities, medical, security, safety, electricity, water, sewage services, waste disposal and all other camp services.

**Item** **Unit**

**D10.06 Training, coaching, guidance, mentoring and assistance**

- (a) Training Costs
  - (i) Training of TEs and or Local Labour ..... Provisional sum
  - (ii) Handling cost and profit in respect ofSubitems D10.06(a)(i) ..... Percentage (%)

The provisional sum under sub-items D10.06(a) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The prime cost sums shall include all charges for the provision and delivery of the service including an accredited Training Service Provider (if required), a skills audit and analysis, a training and skills development programme, the selection of Learners, learning material and any other requirement as described in sub-clause D1010.

The rate tendered under sub-item D10.06(a)(ii) shall be deemed to cover all costs required to organise accredited trainers to provide training and shall include the Contractor's

handling cost, profit, record keeping, reporting and all other costs associated with sub-items D10.06(a)(i).

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FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE HEIDELBERG TRAFFIC  
CONTROL CENTRE (HTCC) ON NATIONAL ROUTE 3 SECTION 11.

**SECTION B:PROJECT SPECIFICATION AMENDMENTS TO THE STANDARD SPECIFICATIONS**

## STANDARD SPECIFICATIONS FOR MANAGEMENT, OPERATIONS AND MAINTENANCE OF VEHICLE CONTROL CENTRES: GENERAL

### SECTION 1: GENERAL

#### DEFINITIONS

##### **Clause 1.2.1 (Page 1 of the Standard Specifications)**

*At the end of the first sentence add the following;*

“Volume 2 of the Project Document.”

##### **Clause 1.2.2 (Page 1 of the Standard Specifications)**

*After Clause 1.2.2. (c) insert the following sentence;*

“Assets shall include existing assets listed in the TCC asset register provided in the Project Document, Appendix 4.”

##### **Clause 1.2.3 (Page 2 of the Standard Specifications)**

*At the end of the sentence add the following;*

“one (1) month after the commencement date, unless otherwise agree with the Employer.”

##### **1.2.7 Vehicle Control Centre (VCC) (Page 2)**

*At the end of this definition, insert the following:*

“The above definition shall apply to “Traffic Control Centre (TCC)”, or “Load Control Centre (LCC)”, or “Weighbridge”. This definition applies to all parts of this document and in Project Document.”

##### **Insert Clause 1.2.8 (Page 2)**

##### **1.2.8 Vehicle Testing Station (VTS)/Vehicle Inspection Facility (VIF)**

“a Facility where vehicles are inspected for compliance of roadworthiness as contemplated in the National Road Traffic Act”. The above definition shall apply to “Vehicle Inspection Facility”. This definition applies to all parts of this document and in Project Document.”

#### DESCRIPTION OF THE WORKS

##### **Clause 1.3.1.1 (Page 3)**

*At the first sentence delete the following;*

“be”

##### **Clause 1.3.1.2 (Page 3)**

*At the end of the first sentence delete the following;*

“four distinctly different.”

**Clause 1.3.1.2 (c) (Page 3)**

*Insert the following:*

“/Prosecution.”

**Clause 1.3.1.2 (d) (Page 3)**

*Delete Point (d)*

**Clause 1.6.2 (Page 7)**

*At the beginning of the first sentence insert the following;*

“Where required,”

**1.13 AUDITING SYSTEM**

**Clause 1.13.2.1 (Page 17)**

*Insert the following;*

“Point (f) Auditing on Vehicle Inspections (Where Applicable).”

**1.14 DUTIES OF THE LAW ENFORCEMENT OFFICIALS ON SITE**

**Clause 1.14 (Page 19)**

*Insert a comma;*

“driver fitness, vehicle fitness”

**2.4 ASSETS (Page 23)**

*At the end of the first sentence delete the following;*

“or provide”

*In the middle of the last sentence insert the following;*

“And/or the asset register contained in the Project Document”.

**2.10 MANAGEMENT REPORTING (Page 39)**

**Clause 2.10.2 (Page 39)**

*Point (f) replace;*

“RDP Requirements” *by inserting the following;*

“Employer’s ITIS Reporting”

**Clause 2.10.4 (Page 40)**

*Replace with the following;*

“The Contractor shall supply the Engineer an updated cash flow monthly”.

### **3.4 VEHICLE PROCESSING AND TRAFFIC CONTROL (Page 46)**

#### **Clause 3.4.2.1 (b)(i) (Page 46)**

*Inserting the following to read;*

“All heavy vehicle traffic of which the Gross Vehicle Mass exceed 3 500kg entering the VCC; and”.

#### **Insert Clause 3.4.2.8 Overloaded Dangerous/Hazardous Goods Vehicles (Page 49)**

*Inserting the following to read;*

“All overloaded Dangerous/Hazardous Goods Vehicles must be dealt with as specified in the Road Traffic and Dangerous Goods Legislation”

### **3.9 PERFORMANCE MEASUREMENT AND AUDITING (Page 62)**

#### **Clause 3.9.4.2 (a) (Page 64)**

*Replace;*

“90%”

*With*

“95%”.

#### **Clause 3.9.5.2 (b) (Page 65)**

*Replace to read;*

“The benchmark performance criterion for weighing is 95% of all overloaded (heavy) vehicles identified on the VCC screening lanes”.

#### **Clause 3.9.7.2 (b) (Page 65)**

*At the beginning of the first sentence delete the following;*

“Performance Bonuses or”.

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**SECTION C:ENVIRONMENTAL MANAGEMENT PLAN**

**SECTION C: ENVIRONMENTAL MANAGEMENT PLAN**

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## SECTION C: ENVIRONMENTAL MANAGEMENT PLAN

### C1001 SCOPE

As outlined in Section A (Scope of Work), the scope of work consists mainly of routine maintenance operations activities that do not have major environmental impact if carried out diligently. The Contractor is obliged to manage the environmental impact of the TCC operations, including those arising from vehicles within the TCC. The Contractor shall have in his employ or contracted, a Designated Environmental Officer (DEO), in accordance with provisions of item C 1005 (a). The DEO does not need to be based on the Works on full time basis, however is required to physically conduct at least one site audit a month, and provide on-site specialist support on an ad-hoc basis.

**Full provisions of this Section shall apply as and when construction activities are commissioned on the Works, by the Contractor and or his sub-contractors.**

This environmental management plan (EMP) sets out 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 period of the project.

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. If any conflict occurs between the terms of the EMP and the Scope of Work, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are wrought by variations to the provisions of the Scope of Work. Any substantial changes shall be submitted to the Employer in writing for approval.

The EMP identifies the following:

- (a) Maintenance activities that will impact on the environment;
- (b) Specifications with which the contractor shall comply to protect the environment from the identified impacts; and
- (c) Actions that shall be taken in the event of non-compliance.

### C1002 DEFINITIONS

**Alien Vegetation:** alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act.1983 (CARA) as well as the regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area.

**Maintenance Activity:** a Maintenance activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the project which has an Environmental Aspect or impact as defined under C1003.

**Environment:** environment means the surroundings within which humans exist and that could be made up of:

the land, water and atmosphere of the earth;

micro-organisms, plant and animal life;

any part or combination of (a) and (b) and the interrelationships among and between them; and

the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

**Environmental Aspect:** an environmental aspect is any component of a contractor's maintenance activity that is likely to interact with the environment.

**Environmental Impact:** an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity within the road width and between the limits that define the construction site. An impact may be the direct or indirect consequence of a maintenance activity.

**Record of Decision:** a record of decision is a written statement from the National Department of Environmental Affairs and Tourism, (N. DEAT) that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

**Site/TCC Reserve:** the site reserve is defined by co-ordinates and proclamation, the fenced areas within which the TCC property(s) are located, including access/screener lanes, up to the road reserve boundaries of the adjoining highway. The A road reserve may, or may not, be bounded by a fence.

**TCC Facilities:** for the purposes of the EMP, the TCC facilities are defined as all the building located within the Site reserve.

### **C1003 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS**

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environmental aspects include:

- waste generation
- storm water discharge
- emission of pollutants into the atmosphere
- chemical use operations;
- energy use operations;
- water use operations; and
- use of natural resources.

Thereafter, 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 to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor 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 an approved construction programme according to the General Conditions of Contract and the Scope of Work.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

- pollution of atmosphere, soil or water;
- destruction or removal of fauna and flora and effect on biological diversity;
- deformation of the landscape;
- soil erosion;
- destruction of historical/heritage sites;
- effect on the built environment; and
- effect on agricultural land and wetlands.

General good con practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to Clause C3.3.8 Environmental Management of Construction Activities

#### **C1004 LEGAL REQUIREMENTS**

##### **(a) General**

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

##### **(b) Statutory and other applicable legislation**

It is expected that the contractor is conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

#### **C1005 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS**

##### **(a) Appointment of a Designated Environmental Officer (DEO)**

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

##### **(b) Administration**

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

the type of construction activity;

locality where the activity will take place;

identification of the environmental aspects and impacts that might result from the activity;

methodology for impact prevention for each activity or aspect;

methodology for impact containment for each activity or aspect;

emergency/disaster incident and reaction procedures; and

treatment and continued maintenance of impacted environment.

The contractor may 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.

**(c) Good housekeeping**

The Contractor shall undertake "good housekeeping" practices during construction. 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.

**C1006 TRAINING**

The designated environmental officer (DEO) must be appropriately trained in environmental management and must 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. The environmental training should, as a minimum, include the following:

- the importance of conformance with all environmental policies;
- the environmental impacts, actual or potential, of their work activities;
- the environmental benefits of improved personal performance;
- their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- the mitigation measures required to be implemented when carrying out their work activities; and
- the potential consequences of departure from specified operating procedures.

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 it intends concluding its environmental training obligations.

**C1007 ACTIVITIES AND ASPECTS CAUSING IMPACTS**

The list of possible causes of environmental impacts that occur during construction activities include pollution type, deformation of the landscape, soil erosion and alien vegetation. In order to minimise the impacts, care shall be taken with, inter alia, the treatment of waste, spillage, storage, noise and dust control, selection of site, preservation of indigenous vegetation and topsoil, management of weeds, and the demarcation of sensitive areas.

**C1008 ENVIRONMENTAL MANAGEMENT OF MAINTENANCE ACTIVITIES**

The scope of work for this project does not entail construction activities e.g. establishing a site camp, major plant, workshops. However, should Maintenance activities(s) that require such arise during the contractor the contractor shall be required to comply with the following provisions in so far as they become applicable.

In managing the Maintenance activities, there are mitigating measures which can be implemented to minimise the cost and impacts. These measures are detailed in Table C3.3.8/1 at the end of this section of the specifications.

**(a) Site establishment**

Site Plan

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 construction can begin, the contractor shall submit 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 treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited near 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 as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site.

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, same specie indigenous trees as were occurring, shall be re-established.

The specification for the rehabilitation of the grass cover shall be strictly adhered to. 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. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

Water for human consumption

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 (inter alia, streams, rivers, pans and dams). Only domestic type wastewater shall be allowed to enter this drain.

### 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 treatment**

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

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 and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

#### Solid waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site.

#### Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter. Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites.

#### Hazardous waste

Hazardous waste such as bitumen, tar and oil, shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. No spillage of tar or bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the engineer.

#### **(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, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

#### Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

#### Hazardous material storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of 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 against 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.

#### Fuel and gas storage

Fuel should be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. Leakage of fuel shall be avoided. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any spillage or overflow from these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

## 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.

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.

The plan 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 subsequent inspections.

The contractor shall be held responsible for re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects liability period.

### **(f) Soil management**

#### 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 the 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 Department of Water Affairs and Forestry 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. Stockpiles of topsoil shall not exceed a height of 2 m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled 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.

#### Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

#### **(g) Drainage**

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, direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar 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.

#### **(h) 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 Sub-Clauses C3.3.8.5 and C3.3.8.7. In addition, the contractor shall take cognisance of the requirements set out below.

#### Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he obtains from the engineer, a copy of the approved EMP prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP 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 EMP and this specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Schedule of Quantities.

#### Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, 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 from rainfall overnight or over periods when there is no construction activity.

#### Spoil sites

The contractor shall be responsible for the safe sitting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects liability 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 engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to 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 hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will 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 liability period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability. The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

#### 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, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

Positioned and sloped to create the least visual impact;  
Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and  
Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer 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 detritus material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer.

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their Clause only when they have been satisfactorily rehabilitated.

#### 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. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the time and delays to be expected for each individual blast.

#### (i) **Batching sites**

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

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 Department of Minerals and Energy legislation as well as 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 Sub-Clause C3.3.8.8 (c), 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 national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be 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.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart.

**(j) 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 tar or 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 treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer 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.

**(k) Areas of specific importance**

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or 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 shall 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 require ad hoc treatment.

**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 National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist.

**Graves and middens**

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The National Monuments Council 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 the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

**(l) 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 daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

**(m) Dust control**

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant Department of Minerals and Energy.

**(n) Alien vegetation**

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. 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 or otherwise within the road reserve. This responsibility shall extend for the duration of the defects liability period.

**C1009 RECORD KEEPING**

The engineer and the DEO to the contractor will continuously monitor the contractor's adherence to the approved impact prevention procedures and shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-conformance in a designated register, the action taken to discontinue the non-conformance, the action taken to mitigate its effects and the results of the actions. The non-conformance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

**C1010 COMPLIANCE AND PENALTIES**

The contractor shall act immediately when such 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 a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty. The value of the penalty shall not be less than the payment that would have been due to the contractor for the day's production of the relevant item of work that gave cause for the infringement. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

**C1011 MEASUREMENT AND PAYMENT**

The contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this of the Scope of Work. 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 Schedule of Rates/Cost of Matrix.

<b>TABLE C3.3.8/1:SUMMARY OF MITIGATION MEASURES</b>		
<b>ENVIRONMENTAL COMPONENT</b>	<b>ACTIVITY</b>	<b>MITIGATION</b>
Establishment of site offices	Sitting of offices	Preferred areas to be flat areas along the route. Avoid steep areas as soil erosion could increase. Avoid water courses
	Site Plan	Contractor to provide Engineer detail of layout of site facilities i.e. chemical toilets, the demarcation of areas for stockpiling of materials, storage of hazardous materials and the provision of containers. The offices shall be fenced. The site plan to be submitted within two weeks of the Commencement Date.
Site rehabilitation	Cleanup	All construction material is to be removed from the site on completion of the contract.
Vegetation	On site	Vegetation planted on the site is to be indigenous. Only trees directly affected by works as confirmed in writing by Engineer, shall be sawn off/removed.
	Weeds	Clearance of weeds must be done by hand before seeding.
	Grass cover	The grass cover surrounding the site is to be left as intact as possible or restored to its original condition.
Water	Available for human consumption	Water for human consumption must be tested and treated in accordance with recommendations.
Soil management	Topsoil	The topsoil ( $\pm$ 300 mm) of any excavation shall be removed and stockpiled separately from underlying material in designated areas.
	Borrow material	EMP's for borrow pits to be submitted to the Department of Mineral and Energy Affairs for approval.
Archaeological & Cultural sites	Discover of archaeological sites of artefacts	If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately and an archaeological consultant must be contacted. Work may only resume once clearance is given in writing by the archaeologist.
Graves	Discovery of graves	If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker should be contacted
Waste management	Solid & Construction waste	Solid waste is to be stored in a designated area for collection and disposal. Disposal of waste will be in a DWAF licensed landfill, and no waste may be burnt on site.
	Litter	The site is to be kept free of litter.
Sewage treatment	Toilet facilities	Adequate toilet facilities are to be provided, and the sitting of chemical toilets is to be done in consultation with the Engineer. Use of the veld for this purpose shall not be allowed.
Fuel, diesel & hazardous materials	Hazardous Materials	All hazardous materials, i.e. bitumen binders, to be stored in a designated area that is fenced and has restricted entry. No spoiling of bituminous products on site, over embankments, in borrow pits or any burying. No spillage of bituminous products shall be allowed on site.

<b>TABLE C3.3.8/1:SUMMARY OF MITIGATION MEASURES</b>		
<b>ENVIRONMENTAL COMPONENT</b>	<b>ACTIVITY</b>	<b>MITIGATION</b>
	Fuels	All fuel tanks will be erected in a designated area. Leakage is to be avoided.
	Cooking fuel	The Contractor shall ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.
	Oil, grease	Oil, grease and cleaning materials from maintenance of vehicles shall be collected in a sump and returned to the supplier.
	Spillages	Streams, rivers or dams must be protected against spillages of pollutants. In the event of a spillage, prompt action must be taken to clear the affected area.
General considerations	Lines of authority	A nominated representative of the Contractor will be the Designated Environmental Officer for the site.
	Reports	The Designated Environmental Officer will submit monthly reports to the Engineer who will verify the information.
	Complaints	Complaints received regarding activities on the site pertaining to the environment should be recorded in a designated register, and the response noted with the date and action taken. This record must be submitted with the monthly report.

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

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

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**D1001 SCOPE**

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

Note to Tenderer;

This contract will not have a stand-alone Project Liaison Committee (PLC) as outlined below, under item D1004 below and other parts of the Project Document. For that purpose, this project will be incorporated into the Employer's existing or to be established PLC for Lesedi Local Municipality. The Contractor is obliged to participate in the PLC activities related or having a direct bearing on this contract and fulfil the Contractor's responsibilities as stipulated below.

Where reference is made to the CIDB requirements or regulations, it is only applicable only to construction activities provided such activities are to be undertaken by the Contractor and or his/her Sub-contractors.

**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:

*Establish project liaison committees (PLCs) in each project to create a platform for project liaison, works execution, sub-contracting and employment facilitation.*

*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.*

*Project Liaison Officer (PLO) selection to be done under the auspices of the PLC.*

*Definition of a target area (sometimes referred to as a local area or traffic area) to be done under the auspices of the PLC.*

*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.*

*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.*

*Handover of signed-off databases for subcontracting and labour to contractor for open tender process and recruitment respectively done by the PLC.*

*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.*

*Appeals on the tender process to be escalated to SANRAL for an independent review.*

*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.*

*Contractor development support and training to be coordinated and conducted, ahead under the auspices of the PLC, prior to project commencement.*

*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.*

*Formal contracting arrangements to be ensured for all projects.*

*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:

#### **Business Coaching**

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

#### **Community<sup>3</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.

#### **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.

#### **Contract Participation Goal (CPG)**

The monetary value of the targets set by the Employer in the contract participation requirements as stated in the Contract Data.

#### **Contract Participation Performance (CPP)**

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

#### **Designated Group<sup>4, 5</sup>**

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

black designated groups;  
black people;  
women;  
people with disabilities; or  
small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

#### **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

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<sup>3</sup> SANS 10845, Suite for Construction Procurement, 2015.

<sup>4</sup> Derived from Preferential Procurement Regulations, 2017. Government Gazette N. 40553, 20 January 2017.

<sup>5</sup> Derived from Preferential Procurement Regulations, 2017. Implementation Guide.

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.

### **Labour**

Persons:

who are employed by the Contractor or a Subcontractor in the performance of the Contract; and  
who resides in the Target and Project Area(s); and  
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;  
***but who are not Targeted Labour as stated in the Contract Data.***

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

### **Mentoring**

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

### **Mobilisation Period**

The period from the Contract Commencement Date up to just before the commencement of the Works, which period (duration) is stated in the Contract Data.

### **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.

### **Project Liaison Committee (PLC)<sup>6</sup>**

The Committee that represents the Employer, Engineer, Contractor, project Stakeholders and the Communities affected by the project.

It is important to note that:

elected and/or nominated political office bearers shall not be members of the PLC.

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.

### **Project Liaison Officer (PLO)<sup>7</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

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<sup>6</sup> Derived from CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017.

<sup>7</sup> Derived from CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017; CLO definition.

day to day project, Stakeholder, and Community matters that impact on the parties to the PLC.

### **Stakeholders<sup>8</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:

- Relevant Provincial departments;
- Relevant Municipal departments;
- Traditional authorities;
- Community interest groups;
- Organised youth representation;
- Organised women representation;
- Organised disabled people representation;
- Other structured community groups such as religion, education, farming, etc.
- Local transport industry forums, e.g. Bus and taxi;
- Business sector forums;
- Road user forums;
- Environmental interest groups;
- Road safety interest groups;
- Traffic Law enforcement serving the TCC;
- Other Law enforcement institutions such as SAPS, Road Traffic management Cooperation;
- Trucking/Road Freight associations;
- Truck driver associations or other similar associations;
- Adjacent Toll concessionaires

### **Subcontractor**

An entity appointed by the Contractor to execute a portion of the Works as defined in the Conditions of Contract.

### **Target Area**

The geographic area defined in the Contract Data for Targeted Labour and which typically are:

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

### **Targeted Enterprise<sup>9</sup>**

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:

- an EME or QSE which is at least 51% owned by black people; or
- an EME or QSE which is at least 51% owned by black people who are youth;
- or
- an EME or QSE which is at least 51% owned by black people who are women;
- or
- an EME or QSE which is at least 51% owned by black people with disabilities;
- or
- an EME or QSE which is at least 51% owned by black people who are military veterans; or

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<sup>8</sup> Derived from SANRAL communication Policy, March 2018.

<sup>9</sup> Partially derived from SANS 10845-5:2015, definition 2.

an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or  
a cooperative which is at least 51% owned by black people; or  
more than one of the categories referred to in paragraphs i) to vii); and  
which is tax and COID compliant.  
CIDB registration where applicable.

### **Targeted Enterprise Manager (TE 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 Manager also mentors, guides and coaches the Targeted Enterprises. The TCC Manager shall fulfil the role of the TE manager.

### **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. The TCC Manager shall fulfil the role of the TE manager, subject to provisions of clause D1007.02.

### **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.

### **Targeted Labour<sup>10</sup>**

Persons:

who are employed by the Contractor or a Subcontractor in the performance of the Contract; and  
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  
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  
who are stated as being Targeted Labour in the Contract Data.

### **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.

## **D1002.02 Applicable Legislation, Regulations and Standards**

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

The Constitution of South Africa;  
Public Finance Management Act, 1999 (Act No. 1 of 1999);  
Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its regulations;  
Construction Industry Development Board Act, 2000 (Act No. 38 of 2000)-applicable to construction related activities.;

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<sup>10</sup> SANS 10845-7:2015, definition 2.12

Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).  
The South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7 of 1998); and  
The Skills Development Act, 1998 (Act No. 97 of 1998).  
The amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry or other relevant B-BBEE Sector Codes..

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:

SANS 10845: 2015, Parts 5, 7 and 8; and  
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 Contract 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:

optimising the utilisation of local resources in the Project Area;  
developing these local resources in the execution of the project; and  
maximising the amount of funds retained within the Project Area.

To give effect to these objectives the Contractor shall:

employ Targeted Labour from the Target Area(s) as stated in the Contract Data; and  
subcontract Targeted Enterprises as stated in the Contract Data; and  
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 Contract 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.

## **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 Contract 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.

### **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.

### **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:

- 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);
- for the PLC to verify that Targeted Enterprises on the Preliminary Targeted Enterprise Database are authentic in terms of the Contract Data and other Database criteria agreed with the Contractor, and
- 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.

### **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 and will be calculated as follows:

$$\text{CPG} = \text{Final Contract Value} \times (\% \text{ Targeted Labour} + \% \text{ Targeted Enterprise})$$

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

The value of the Provisional Sum scheduled under item D10.05 will not necessarily make up the full value of the work required to meet the minimum target set by the Employer for Targeted Enterprises. It is the Contractor's responsibility to assess the work required to meet the targets and, if necessary, to engage additional Targeted Enterprises to execute work on the Contract as well to ensure that the minimum targets are achieved.

### **D1003.05 Contract Participation Performance (CPP)**

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

CPP = total value (excluding VAT) of Targeted Labour contribution + total value of Targeted Enterprises contribution (excluding VAT).

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 the levels of the individual contributions for Targeted Labour and Targeted Enterprises. 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 in its contract programme, details of how the CPG will be achieved. The detail shall be provided not later than 1 (one) month after the Engineer has accepted the original construction programme and updated with every subsequent revision.

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

#### **CPP Bonus**

The bonus =  $0.05 \times (\text{CPP} - \text{CPG})$

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.

#### **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:

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 Contract Data.
- TL = Monetary value of the Targeted Labour calculated at the percentage stipulated in the Contract 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 Contract 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<sub>mv</sub> = Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Military Veterans, subcontracted to the Contract by the Contractor.

TE<sub>dp</sub> = 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 should be calculated to interim Payment Certificate values (excluding VAT) to establish the anticipated outcome, and to plan corrective actions, but must not be applied to the interim certificate value.

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

#### **D1003.05 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.

#### **D1003.06 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 7- 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:

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.

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.

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.

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.

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 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.

##### **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.

##### **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. Some of these duties overlap stages 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:

#### Project Design Stage

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.  
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.

Act in accordance to the agreed terms of reference for the PLC.

Inform the Employer of any training that project Stakeholder and affected Community representatives of the PLC require to execute their duties.

Assist the Engineer to source suitable candidates, based on the Employer's qualifying criteria, for the position of PLO.

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.

Assist the Engineer to identify the project's Target and Project Area(s) from which Targeted Labour and Targeted Enterprises could be employed and subcontracted respectively and sign off the identified Target and Project Area(s).

Assist the Engineer to identify the project's Target Groups for inclusion in the Tender Documents and sign off the identified Target Groups.

#### Project Construction Stage

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.

Assist the Contractor to establish the selection criteria and process to employ Targeted Labour and sign off the agreed criteria and process.

Assist the Contractor to identify the eligibility, functionality, preference and compliance criteria to select and subcontract Targeted Enterprises and sign off the identified criteria.

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.

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.

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.

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.

Verify that training and skills development programmes, which the Contractor committed to, are implemented and executed as approved and intended.

Inform the entities whom they represent of any project matters which the respective parties to the PLC wishes to communicate with each other.

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.

Inform the Contractor of Stakeholder and/or Community requests and/or needs, which could possibly be addressed within the project's Scope of Work.

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.

Agree on a dispute resolution mechanism to resolve any disputes that may arise between the parties to the PLC.

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**

For this Project, the PLO shall be that already appointed under the relevant RRM project and shall fulfil duties as required below.

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:

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:

- Schedule meetings;
  - Compile meeting agendas;
  - Compile document packages for meetings;
  - Distribute minutes of meetings;
  - Assist representatives of project Stakeholders and affected Community to formulate their communication to the PLC in writing;
  - Distribute written communication between the parties to the PLC;
  - Keep records of all PLC correspondence and documentation; and
  - Provide any other reasonable secretariat function required by the PLC.
- Attend all PLC meetings to report on the day to day project, Stakeholder and Community matters that impact on the parties to the PLC.
- 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.
- 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.
- 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.

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

Assist the Engineer and the Contractor to disseminate information to PLC members such as:

- the basic Scope of the Works and how it will affect the Community;
- the project programme and regular progress updates;
- the anticipated employment and subcontracting opportunities;
- the project programme as it pertains to the employment of Targeted Labour and subcontracting of Targeted Enterprises;
- Occupational Health and Safety precautions; and
- any other information relevant to project Stakeholders and the affected Communities.

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

Assist the PLC to establish and agree the criteria to be followed when selecting and employing Targeted Labour.

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.

Ensure that Targeted Labour databases are compiled based on the agreed eligibility and selection criteria and that it is updated as and when required.

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.

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

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.

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

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

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.

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

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.

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 and ends just prior to the Commencement of the Works. Its duration is defined in the Contract Data.

### **D1005.01 Purpose of the Mobilisation Period**

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

- become acquainted with the Stakeholder and Community liaison requirements of the Contract as prescribed in this Section D;
- allow for the Contractor's planning to obtain the CPG as required in the Contract Data;
- 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

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:

### **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 Contract Data, complete with dates, work packages and values of work.

The accepted CPG Plan and any amendments thereof shall be made available to the PLC for their monitoring purposes.

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.

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 Employer and the Engineer.

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 Contractors cost. Should an extension of the Mobilisation Period result in a delay of the Contract, the Employer's delay penalties shall apply.

### **Subcontracting of Targeted Enterprises**

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

- Liaise with the Employer, Engineer and PLC to structure and finalise the work packages to be subcontracted to Targeted Enterprises.

- Liaise with the Employer, Engineer and PLC to determine the Targeted Enterprise Database criteria for the subcontracting of Targeted Enterprises.

- Compile the Targeted Enterprise Database(s) for sign off by the PLC.

- Undertake a skills audit of the Targeted Enterprises which appear on the Targeted Enterprise Database(s).

- Based on the skills audit, and in consultation with the PLC, identify the pre-tender training requirements of Targeted Enterprises.

- Provide an opportunity to Targeted Enterprises to receive the identified pre-tender training.

- Tender the initial work packages and subcontract the first group of Targeted Enterprises for commencement of the Works.

### **Employment of Targeted Labour**

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

- Liaise with the PLC and the PLO on the compiled Targeted Labour Database(s) for the employment of Targeted Labour.

- Undertake a skills audit of the Targeted Labour which appear on the Targeted Labour Database(s).

- Based on the skills audit, and in consultation with the PLC, identify the training requirements of Targeted Labour to enhance their employability.

- Provide an opportunity to eligible Targeted Labour to receive the identified training to enhance their employability.

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

## **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 ( IF APPOINTED)**

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 or Contractor Procurement 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:

- obtain an understanding of the Community's skills, both academically and occupationally,
- obtain an understanding of the resources within the Community, i.e. Targeted Enterprise availability and capabilities,
- establish the CPG targets for Targeted Enterprises and Targeted Labour for inclusion of the Contract Data; and
- 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 Operations 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:

##### **Targeted Enterprise Subcontracting**

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.

Verify that the Targeted Enterprise Database(s) has been updated prior to the letting of every new set of subcontracts.

Approve tender procedures, tender documents, tender submission requirements and adjudication processes for the subcontracting of Targeted Enterprises.

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.

Verify that subcontract agreements and the conditions of subcontracting with Targeted Enterprises are fair and transparent and within the prescripts of the Contract requirements.

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.

### **Targeted Labour Employment**

Verify that the Labour Database(s) from which Targeted Labour will be employed is updated prior to every new Labour intake.

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.

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.

### **Target Group Training Requirements**

Make recommendations to the Contractor in identifying the training requirements of Targeted Labour and Targeted Enterprises and approve the proposed training programmes.

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 Contract Data. 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 sub-contracting matters.

The TE Procurement Coordinator shall be knowledgeable of, and has experience in, the management of Traffic Control Centres, 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 Data.

### **D1007.02 Procedures for Targeted Enterprises Subcontracting.**

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:

#### **Tender Preparation**

##### Compile preliminary list of subcontracting work packages.

Based on the Contract 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.

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:

Industry specific service provider database e.g. the Construction Industry Development Board (CIDB)'s contractor database.  
National Treasury's Central Supplier Database (CSD) to be obtained from the Employer.

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:

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

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 easy 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.

Compile Preliminary Targeted Enterprise Database

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

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

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

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

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

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 list of work packages (scope of work and number of packages) to be subcontracted to Targeted Enterprises;  
the preliminary Targeted Enterprise Database(s) for each work package;  
the Targeted Enterprises (CIDB grades and types) and Designated Groups (woman, youth, etc.) which are to benefit from the subcontracting opportunities.  
the Project Area(s) from which Targeted Enterprises will be given preference for subcontracting opportunities; and  
the tender evaluation and selection criteria for the respective work packages.

Approval and sign-off of the CPG Plan

The Contractor shall submit the CPG Plan to the Employer and the Engineer for approval and table it to the PLC for sign-off.

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 PLC's recommendations and the Engineer's instructions.

Compile tender documents.

The Contractor shall compile the tender documents for each Targeted Enterprise subcontract work package. If the Employer have a pro-forma tender document available, the Contractor shall use this document.

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.

**Tender Process**

- a. 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.

b. 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.

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.

c. 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 CIDB grade required):

Proof of the Tenderer’s B-BBEE contributor level.

Proof that the Tenderer is an EME or QSE entity.

Proof that the Tenderer is registered on National Treasury’s CSD.

Proof that the Tenderer is registered with the CIDB in the required grading and class (not applicable to suppliers or non-construction service providers/sub-contractors).

Proof that the Tenderer is compliant with the COID act.

Proof that the Tenderer is tax compliant.

d. 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.

e. Finalise Targeted Enterprise Database

The purposes of the preliminary Targeted Enterprise Database are described in paragraph 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.

## **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 Data.

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

### Stage 1 – Eligibility

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

Proof that the Tenderer is registered on National Treasury's CSD (the Tenderer must be on the signed off Targeted Enterprise Database).  
The Tenderer's B-BBEE contributor level; and  
The Tenderer's entity status, i.e. being a EME or QSE.

Eligible Tenderers shall be further evaluated against the functionality criteria.

### 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 defined in the Contract Data, "locality", "Designated Group" and "CIDB grading and class" shall form part of the functionality criteria and a higher weighting shall be allocated to these three criteria

Functionality shall be scored based on:

Locality (project area(s));  
CIDB grade and class (targeted entity); and  
Designated Groups, e.g. woman, youth, etc.

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

The functionality matrixes below was developed as an **example** of the allocation of points for the respective functionality criteria:

**Table D1007 (a) – Example of Maximum Points per Functionality Criteria**

Package Value	Points out of 100			Total Points
	Locality	Technical Criteria if applicable	Designated Groups	
1 - R 1 000 000	50	30	20	100
2 - R 2 000 000	45	25	20	100
3 - R 3 000 000	40	20	20	100
4 - R 4 000 000	35	15	20	100
5 - R 5 000 000	30	10	20	100
6 - R 6 000 000	25	10	25	100

The above maximum points per functionality criteria must be further broken down as in the example matrix below:

**Table D1007 (b) – Example of Allocation of Points for Functionality Criteria**

Package Category		1	2	3	4	5	6
Typical Package Value		R0m>x<R1m	<1m xR2m	R2m>x<R3.0m	R3m>X<R4m	R4m>x<R5m	>R6m
Locality	Tenderer is based in the preferred town(s).	50	45	40	35	30	25
	Tenderer is based outside the preferred town(s) but in the Local Municipality.	30	25	20	20	20	20
	Tenderer is based outside the Local Municipality, but in the District Municipality	20	15	15	15	15	15
	Tenderer is based outside the District Municipality, but in the Province.	0	0	10	10	10	10
	Tender is based outside the Province, but in the RSA.	0	0	0	5	5	5
Designated Groups	Tenderer is 51%+ owned by black people who are youth.	5	5	5	5	5	5
	Tenderer is 51%+ owned by black people who are women.	5	5	5	5	5	5
	Tenderer is 51%+ owned by black people with disabilities.	5	5	5	5	5	5
	Tenderer is 51%+ owned by black people who are military veterans.	5	5	5	5	5	5
Technical Criteria		30	25	20	15	10	10
	<b>Maximum Total Points</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>

### 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.

- i. Price= 80 / 90 %
- j. 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.

#### Stage 4 – Compliance Check

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

Proof that the Tenderer is compliant with the COID act (excl. CIDB 1 and 2 CE).

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.

#### **Appoint successful Targeted Enterprises**

##### 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.

##### Negotiating tender sum and/or rates with Targeted Enterprises.

###### 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:

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

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.

## 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.

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.

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.

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

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

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.

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.

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

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.

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 Contract 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).

**TE Construction Manager's Qualifications and Experience**

The TE Manager(TCC Manager) shall meet minimum qualifications as stipulated in the scope of works.

**D1008.02 General Obligations**

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

- Assist the Targeted Enterprises in instituting a quality assurance system;
- Provide adequate training, coaching, guidance, mentoring and any other identified and approved assistance to Targeted Enterprises;
- 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
- 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.

**Special Conditions of Contract**

The following Special Conditions of Contract shall be included in the subcontract agreement:

- The Targeted Enterprise's entitlement to receive the training contemplated in this Contract;

The Targeted Enterprise's obligation to participate and co-operate in the training provided for in this Contract;  
The allowable sources from which Labour may be drawn in terms of the Contract;  
The terms and conditions relating to the recruitment, employment and remuneration of Labour engaged on the Contract;  
The training to be provided to the Targeted Enterprise's workforce;  
The terms and conditions related to payment of the Targeted Enterprise;  
Sanctions in the event of failure by the Targeted Enterprise to comply with the terms and conditions of the subcontract agreement; and  
Dispute avoidance and resolution procedures.

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

#### **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 sign-off. 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.

##### **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 sub contract agreement entered into between the Contractor and the Targeted Enterprise. specification payment items.

#### **D1008.05 Quality of Work and Performance of Targeted Enterprises**

##### **Ensuring Quality of Work and Performance**

The Contractor's TE 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.

#### **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:

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

#### **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) Site Security Services (consider Military Veterans if identified by Empowerment Impact Assessment).
- b) Cleaning and gardening services (if not done by project staff)
- c) Provisions of cleaning materials, consumables and equipment
- d) General building maintenance (e.g Painting, Roof repairs, Tiling, Ceiling and other)
- e) Electrical and Generator maintenance- includes new installations, supply of materials
- f) Installation and or maintenance of CCTV Cameras and other related security installations
- g) Provision of computer hardware, software, consumables, stationary etc.
- h) Provision of staff uniforms-
- i) Provision of portable water (if no portable water supplies available)
- j) Add other work types including work that may form part of the main activities to meet the minimum CPG target(s).
- k) Any other work identified by the Employer to be executed in the Target Area.

From the above work items, the following have been identified as suitable for execution by suitable contractor's or suppliers. Where required the Targeted Enterprises must be registered with industry bodies e.g CIDB, PSIRA (security):

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

- a) Site Security Services (consider Military Veterans if identified by Empowerment Impact Assessment).
- b) Cleaning and gardening services (if not done by project staff)
- c) Provisions of cleaning materials, consumables and equipment
- d) General building maintenance (e.g Painting, Roof repairs, Tiling, Ceiling and other)
- e) Electrical and Generator maintenance- includes new installations, supply of materials
- f) Installation and or maintenance of CCTV Cameras and other related security installations
- g) Provision of computer hardware, software, consumables, stationary etc.
- h) Provision of staff uniforms-
- i) Provision of portable water (if no portable water supplies available)
- j) Add other work types including work that may form part of the main activities to meet the minimum CPG target(s).
- k) Provision of Transport for local staff

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.

## **D1010 TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE**

The Contractor shall under the auspices of the PLC develop a Training and Skills Development Programme which shall be managed by the Contractor's TE Construction Manager

### **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.

**D1012 COMMUNITY DEVELOPMENT**

**D1012.01 Corporate Social Investment (CSI)**

The Contractor shall demonstrate its willingness to actively participate in the social development initiatives for local Communities affected by the Contract. To this end, the Contractor shall provide details of CSI initiatives it will actively pursue under Form D9: Corporate Social Investment. The Employer will evaluate the CSI initiatives as part of the tender evaluation under "*other objective criteria*" of the Preferential Procurement Policy Framework Act, 2000.

**D1013 MEASUREMENT AND PAYMENT**

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

**D10.01 Target Group Participation**

(a) Contract Participation Performance bonus.	Prov Sum
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The provisional sum for item D10.01(a) shall cover any CPP bonus due as specified in clause D1003(e). The provisional 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 13.01(c), Contractor's Establishment on Site and General Obligations: Time Related Obligations.

<b>Item</b>	<b>Unit</b>
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**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 B13.01(c), Contractor's Establishment on Site and General Obligations: Time Related Obligations.

<b>Item</b>	<b>Unit</b>
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**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 (all Categories).	Number (No)

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 , 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.

<b>Item</b>	<b>Unit</b>
<b>D10.04 Responsibilities of the Contractor towards Targeted Enterprises</b>	

- (a) Contractor's establishment, management, Month  
management support, assistance, coaching,  
guidance, mentoring and supervision of Targeted  
Enterprises.

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.

<b>Item</b>	<b>Unit</b>
<b>D10.0 Training, coaching, guidance, mentoring and assistance</b>	

- (a) Training Costs
- |   |                    |        |
|---|--------------------|--------|
| (i) Training of TEs and or Local Labour   | Provisional<br>sum | (Prov) |
| (iv) Handling cost and profit in respect of subitems D10.06(a)(i), (ii), and (iii). | Percentage (%)     |        |

The provisional sums under sub-items D10.06(a) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The provisional sums shall include all charges for the provision and delivery of the service including an accredited Training Service Provider (if required), learning material and any other requirement as described in sub-clause D1010.

The rate tendered under sub-item D10.06(a)(iv) shall be deemed to cover all costs required to organise accredited trainers to provide training and shall include the Contractor's handling cost, profit, record keeping, reporting and all other costs associated with sub-items D10.06(a)(i).

The first instalment, 75% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue as specified.

The second and final instalment, 25% of the lump sum, shall be paid after the provision of all the accredited training as specified in the document.

No payment, nor pro rata payment, shall be made for trainees that, once selected, do not attend or only partially complete structured training courses. The Contractor's own staff may attend the courses provided. However, such attendants from the Contractor's staff shall not be considered for measurement and payment purposes unless they also qualify as Targeted Labour.

**SECTION E: REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS**

**Note to tenderer:**

**Wherever reference is made in this section of the Scope of Works to contractor this is the equivalent of the *principal contractor* in the Occupational Health and Safety Act and Regulations. Similarly, reference to subcontractors is equivalent to *other contractors*.**

## SECTION E: REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS

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## E1001 SCOPE

The Occupational Health and Safety Act, Act 85 of 1993 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 stages 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 programme 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 Construction Regulations, GNR.84 of 2014.

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 Occupational Health and Safety Act, Act 85 of 1993 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 Occupational Health and Safety Act, Act 85 of 1993 and its Regulations and it is the duty of every Designer, Principal Contractor and Contractor to acquaint themselves therewith before commencing work.

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.

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.

## 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, programmes 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.

**CIDB** – Construction Industry Development Board

**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.

**Communicate** – The process of two-way dialogue which is understood by both parties.

**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** –

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).

**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. 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.

## **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 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, during and after 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, 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.

### 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.

### 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.

### 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.

### 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 (IF APPLICABLE)**

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, 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 always comply with the requirements of section 6 & 7 .

## **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.

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 of the risks and hazards to which persons may be exposed during the task or task step;

The analysis and evaluation of the risks and 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 and at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. 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.

### **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. During the briefing, the client will brief tenderers about the hazards and risks that are associated with the anticipated construction work.

The Baseline Risk Assessment for this Project can be found in clause E1018.

### **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 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 legislation, standards and codes with any changes
- Communicate to all employees any changes that may affect their accountabilities and conformances
- Incorporate any legal requirements into their HSE management system
- Monitor and review their HSE management system for effectiveness.

The Principal Contractor shall, as a minimum, comply with:

- The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times.
- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.
- Where work is being carried out on a "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.

### **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.

### **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 & Alternate Construction Manager	CR 8 (1)
Assistant Construction Manager	CR 8(2)
Health and Safety Officer	CR 8(5)
Construction Supervisor	CR 8(7)
Assistant Construction Supervisor	CR 8(8)
Risk Assessor	CR 9(1)
Fall Protection Plan Developer	CR 10(1)(a)
Structure Inspector	CR 11(2)(a)
Temporary Works Designer	CR 12(1)
Temporary Works Supervisor	CR 12(2)
Excavation Supervisor	CR 13(1)(a)
Demolition Supervisor	CR 14(1)
Competent Person in the use of Explosives	CR 14(11)
Scaffold Supervisor	CR 16(1)
Suspended Platform Supervisor	CR 17(1)
Rope Access Supervisor	CR 18(1)(a)
Material Hoist Inspector	CR 19(8)(a)
Bulk Mixing Plant Supervisor	CR 20(1)
Explosive actuated fastening device Inspector	CR 21(2)(b)
Explosive actuated fastening device cartridge Controller	CR 21(2)(g)(i)
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)
Hazardous Chemical Substance Supervisor	

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.

#### **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.

#### **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. 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.

#### **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 management appointed members may not exceed the number of OH&S representatives on the committee.

### **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, assessed and as far as reasonably practicable, eliminated or the risks treated to as low as reasonable practicable (ALARP).

#### **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 or the authorized operator before use, daily or monthly dependent on Legislation and project requirements.
- 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

#### **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 as required by the OHS Act and Regulations.
- Have the inspection and maintenance records available for audit purposes.

## **E1012 OCCUPATIONAL HEALTH AND HYGIENE**

### **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 as well as exit medical surveillance, especially with regards to Section 8 of the Noise Induced Hearing Loss Regulation.

### **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.Cl 2 forms be partially completed with the employers' details.

### **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.

### **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 adhered to and in particular the following as described in the mentioned Regulation:

- Risk Assessment and risk assessment reviews;
- Prevention measures;
- Response measures;
- Employee training / information sharing;
- Employee health monitoring;
- Management of infected persons;
- Isolation rooms;
- Employee transportation;
- Employee accommodation;
- Eating facilities;
- Meetings / toolbox talks / Daily safety talks;
- Cleaning of offices / facilities;
- Duties of person that may be exposed to HBA's
- Monitoring exposure at the workplace
- Medical surveillance of employees
- Keeping of records
- Personal Protective Equipment and facilities
- Maintenance of control measures and facilities

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 on a daily basis or 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**

### **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.

### **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

### **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 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.

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 by conducting periodic audits at intervals mutually agreed between The Principal Contractor and contractors, but at least once per month.

iv) Inspections by OH&S Representatives and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor 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.

**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. As a suggestion, the following elements may be used to develop the H&S plan:

Introduction

- Mission
- Purpose & Scope
- Health, Safety and Environmental Policy
- Health, Safety and Environmental Goals
- Plan Objectives

Leadership and Commitment

- Values supporting commitment
- Roles, Responsibilities and Accountability

Hazard and Risk Management Process

- Effective Consultation
- Planning

Contractor HSE Alignment

- Sub-Contractors
- On-Site

Learning and Competency

- Project HSE Training and Competency Requirements
- Contractor & Sub-Contractor Duties
- Minimum Training Requirements
- Medical and Induction
- Employee details
- Visitors to site
- Induction

Involvement, Communication and Motivation

- Safety Meetings
- Health & Safety Behavior
- Information and Learning

Hazard and Risk Management on site

- Hazardous Activities

- Hazardous Areas
- Hierarchy of Hazard Control
- Hazard and Risk Identification
- Risk Analysis and Evaluation
- Documented safe work procedures for hazardous activities
- Hazard and Risk monitoring plan
- Hazard and Risk review plan

- Occupational Health and Hygiene
  - Fitness for Work
  - Hazardous Substances
  - Airborne Chemical Substances
  - Noise and Vibration
  - Personal Hygiene
  - Protection of Outdoor Workers
  - Occupational Health Services on Site

- Performance Tracking and Accountability
  - Positive Performance Indicators
  - Workplace Observations and Audits
  - Reporting

- Incident Management
  - Emergency Preparedness and Response
  - Incident Management
  - Injury Management

- Waste Management
  - Hazardous Waste
  - Non-Hazardous Waste – Recyclable
  - Non-Hazardous Waste – Non recyclable

### **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
- Mandatory Agreement – OH&S Act 37.2 ( Between Employer and Principal Contractor)
- Signed 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 point 16.4 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
- Designs/drawings (Construction Regulation 7(1)€
- 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
- HIV awareness program
- List of hazardous chemical substances used on site

Material Safety Data Sheets of hazardous chemicals on site  
List of plant & equipment to be used on site  
Inspection Checklists/Registers of plant & equipment and emergency equipment  
List of Sub-contractors including type of work  
Sub-contractor 37.2 Mandatary Agreements  
Sub-contractor appointments which shall include the type of work The Principal Contractor is appointed for.

### **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. Legal OHS requirements contained in the OHS Act and Regulations as well as SANS Codes are the minimum requirements The Principal Contractor must apply during this contract with regards to Occupational Health and Safety. The Principal Contractor shall apply, implement and enforce the minimum OHS Act & Regulations and SANS Codes requirements.

### **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.

### **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.

### **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:

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;  
Any unlawful, riotous or disorderly conduct by or amongst the Principal Contractor's personnel."

### **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 talk before work commences  
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)  
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.

### **Principal Contractor and Contractor Management**

The Principal Contractor shall establish, maintain and ensure that all his contractors establish and maintain HSE standards and systems as necessary and to comply with the Legal requirements as well as these HSE 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.

### **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 areas. The project Designer and Contractor must implement a process that ensures safety is incorporated in

the design process, which includes temporary works as contemplated in the Construction Regulations, 2014 Section 12.

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.

### **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

### **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 N.003-110-2022/1, which must be adhered to in addition to minimum legislative requirements.

### **Baseline Risk Assessment**

The following is a list of risks identified which forms the Baseline Risk Assessment for the project prepared by the Client in terms of Construction Regulation 5(1) (a):

Risks in connection with:

- Personal health risks in connection with ablution facilities, eating areas, drinking water.
- Secure/safe storage of materials, plant and equipment
- Secure/safe storage and use of hazardous and/or flammable materials
- Maintenance workshop - onsite repairs to vehicles, mobile plant & equipment.
- Possibility of asbestos in existing structures
- Existing services, e.g. gas, telecommunications, electrical supply and similar
- Electrical installations
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Biological hazards, e.g. bees, snakes, spiders
- Environmental risks, e.g. lighting, strong winds, heavy rains, dark environments, hot/cold and wet environments
- Exposure to a water environment
- Exposure to noise
- Exposure to vibration
- Exposure to moving Truck Traffic
- Handling of Cargo on the Works in instances of Load Correction by Offenders
- Dangerous Goods (if handled on the Works)
- HIV/Aids and other diseases such as silicosis or asbestosis, where applicable
- Hazardous Biological Agents that could lead to epidemics and/or pandemics
- Use of portable electrical equipment including, but not limited to:
  - Angle grinder
  - Electrical drilling machine
  - Circular saw
  - Generator
- Excavations including, but not limited to:
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trenches
- Welding including, but not limited to:
  - Arc welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
- Loading and off-loading of trucks, including material deliveries
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including:
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor
  - Front end loader
  - Mobile cranes and the ancillary lifting tackle
  - Grader

Parking of vehicles and mobile plant  
Towing of vehicles and mobile plant  
Layering and bedding  
Installation of pipes in trenches  
Pressure testing of pipelines  
Backfilling of trenches  
Protection against flooding  
Gabion work  
Use of explosives  
Overhead Electrical Cables  
Work adjacent or in proximity of railway lines  
Work adjacent or in proximity of traffic  
Working in elevated positions  
Working in confined spaces – tunnelling  
Formwork and support work (temporary works) including scaffolding  
Demolition work, where applicable  
Bulk mixing plant, where applicable  
Environmental impacts such as pollution of water, air or soil.

### **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 site visitors and any new contractors shall report to security/reception upon arrival at site. The Principal Contractor will only be granted first time access to work on the site if all required documentation has been provided and approved.

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.

### **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 demarcated emergency assembly point. The emergency assembly point must display the sign "Emergency Assembly Point".

An evacuation route diagram must be displayed and visible at strategic points in 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.

### **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 from 3<sup>rd</sup> parties at all times.

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.

### **Personal Protective Equipment**

Comply with General Safety Regulations, Section 2

The Principal Contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

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 mitigating hazardous situations before the issuing of PPE is considered. The hierarchy of hazard elimination 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 weekly inspection 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.

### **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.

### **Working in Elevated Positions**

Comply with Construction Regulation, Section 10

The Principal Contractor shall ensure that a fall protection plan, developed by a competent person who is designated as the Fall Protection Plan Developer, is available on site and understood by all employees who will be working in elevated positions.

All employees working in elevated positions shall protected themselves from falls by wearing a full body harness and the lanyard shall be attached as far as possible above the head of the worker to a life-line or other approved and tested anchor point.

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;

Work on the edge of a vertical drop where there is a risk of falling;

Work on top of tanker trucks and tanks;

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, which shall include a full body harness attached to a restraint.

### **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.

### **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 of 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.

## **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 “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.

## **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.

## **Cranes**

Comply with Construction Regulation, Section 22, General Machinery Regulation, and Section 18.

Crane operators must be competent to carry out their work safely and 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 that a wind speed device is fitted that provides the operator with an audible warning when the speed exceeds the design engineer specification. Upon noticing that the wind speed is equal or more than the specified speed limit, the operator should stop immediately.

## **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.

## **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.

## **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.

## **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 over water environments, Section 10 of the Construction Regulations – Fall Protection will also apply.

## **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 by the end of the shift or as soon as practicable.

## **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 top most 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.

### **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.

### **Intoxicating Liquor and Drugs**

Comply with General Safety Regulations, Section 2A.

The site limit for intoxication is set to zero to complement a vision of zero tolerance.

Any person found to be intoxicated, or consuming intoxicating liquor or illegal drugs, will not be allowed onto the premises and/or will 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 in close vicinity to the employee.

### **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.

### **Site Services**

The Principal Contractor shall provide and maintain on the Site adequate and suitable sanitary services and a supply of potable water for all persons engaged in managing and working on the construction site and, if necessary, similar facilities elsewhere for such personnel off the Site.

#### 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.

#### Accommodation

The Principal Contractor shall comply with the requirements of Construction Regulation 30 with regards to employee's facilities and accommodation. Reasonable and suitable living accommodation must be provided to employees who are far removed from their homes.

#### Traffic Accommodation

The Principal Contractor must ensure that the traffic is properly organized and controlled in any work situation by providing adequate signaling or other control arrangement to guard against the dangers relating to the movements of vehicles and plant. The plant and vehicles are equipped with an automatic acoustic reversing alarm.

When the Principal Contractor is executing night work a permission should be sourced 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 Principal Contractor must develop a clear Traffic Management Plan.

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# **PART C4: SITE INFORMATION**

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRALN. 003-110-2018/1

FOR MANAGEMENT, OPERATION AND MAINTENANCE OF THE HEIDELBERG TRAFFIC CONTROL CENTRE

**C4: SITE INFORMATION**

**PART C4: SITE INFORMATION**

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### **Information Only**

**All data and descriptions contained in this section of the contract documents are given for information purposes only and cannot be interpreted as prescriptive or as an instruction despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the contract documents, the latter take precedence.**

## **C4.1 DESCRIPTION OF THE WORKS**

The description of the works shall inter alia contain the following particulars regarding the management, operation and maintenance of the the TCC.

### **C4.1.1 WORKS**

The site of the Works consists of the entire Heidelberg Traffic Control Facilities situated as follows;

- North (Johannesburg) Bound and South (Durban) bound TCCs approximately 10 km south of Heidelberg Town, in the Gauteng province, on National Route N3.
- the supporting screening facilities located (1) on the R23, approximately 1 km east of the N3/R23 Interchange (direction Standerton) and (2) on the Lagerspoort Road approximately 1km west of the North Bound Facility.

The works to be carried out on this Contract are detailed herein and in the Standard Specifications for Management, Operations and Maintenance of Vehicle Control Centres (Volume 1), Version 1 October 2012 prepared by the South African National Roads Agency SOC Limited (SANRAL), as amended.

**Note** that under this contract, the execution of the Road Transport Quality System [RTQS] will be activated and implemented [Refer Appendix A, Annexure 1 Clauses 11.1, 11.6 and 11.8]. This shall include the operations and maintenance of the two Vehicle Inspection Facilities.

The Contractor will be required to undertake and comply with all requirements and procedures as specified in the Heidelberg Traffic Control Centre – Procedure Manual (Revision 3 – 1 February 2010). These volumes are not included but are available for Tenderer's perusal at the offices of the Employer. Contact Mr Layton Leseane (the Employer's Representative) (012 426 6200) to make arrangements for access to the document.

- (i) Volume 1 - Management
- (ii) Volume 2 - Operations
- (iii) Volume 3 - Maintenance
- (iv) Volume 4 - Incident Management and Emergency Protocol
- (v) Volume 5 - Environment Management Plan
- (vi) Volume 6 - Workplace

### **C4.1.2 MANAGEMENT OF THE TCC**

The Contractor shall be responsible for the overall management of the HTCCs and its sub-systems to ensure an effective and efficient functioning of the facility. To this end the Contractor shall perform the following functions and activities as comprehensively described in the Standard Specifications for Management, Operations and Maintenance of Vehicle Control Centres (Volume 2(a)) – referred to as the Specifications.

- (a) Implement an electronic Asset Management System, clearly indicating ownership which shall be subject to the Employer's Representative's approval;
- (b) Render assistance to the Employer's Representative to evaluate the Contractor's management, operations and maintenance performance;

- (c) Supply support services at the TCC in order to ensure the continuous availability of dedicated services for management, operations and maintenance;
- (d) Perform services at the TCC related to the Incident Management System and services related thereto, as described in the Specifications.
- (e) Attend to all issues relating to future expansions and major rehabilitation work affecting assets at the TCC
- (f) Implement the Environmental Management Plan received from SANRAL, and execute related activities; not in pricing schedule
- (g) Be responsible for the safety of the road user at TCCs and the safety of the Contractor's personnel; not in pricing schedule
- (h) Arrange human resource development and training as well as the empowerment of Black Enterprises and community participation;
- (i) Implement the quality assurance system as it relates to the management of the TCC; not in pricing schedule
- (j) Assist the Employer's Representative to do auditing in general; not in pricing schedule
- (k) Do management reporting include equipment, accounting and contractual;
- (l) Maintain valid Insurance as required in terms of the Contract.
- (m) Secure and maintain the Performance Security.
- (n) Carry out traffic surveys on each of the sites. Each of the sites mentioned shall be monitored for a period of 4 consecutive hours, two times a year for the duration of the contract. The Contractor shall include in his price the cost of (a) ensuring the safety of his own people, (b) equipment, (c) clothing, (d) transportation, (e) accommodation and (f) reporting.
- (o) Surveys shall be conducted on:
  - Origin / Destination
  - Driver hours

#### **C4.1.3 OPERATIONS**

The Contractor shall be responsible for the operational activities at the TCC covering three distinctly different operational functions and how they interact with one another. These functions are (a) screening, (b) weighing, (law enforcement and prosecution shall be undertaken by Departmental law enforcement officials) and (c) vehicle inspections/ testing.

To this end the Contractor shall perform the following functions and activities as comprehensively described in the Specifications.

- (a) Carry out operational functions of screening and weighing whilst law enforcement and prosecution functions are performed by law enforcement officials;
- (b) Process the heavy vehicles through the operational processes including traffic control, operation of the traffic control equipment and the duties of the traffic officers on site;
- (c) Collect operational data for planning and reporting in the RSA-File Format;
- (d) Be responsible for data transmission of weigh-in-motion (WIM) data, Weighing data, data on law enforcement on road safety critical offences and MIS data;

- (e) Implement the Quality Assurance System as it relates to the three operational functions;
- (f) Assist the Employer's Representative in all activities relating to performance measurement and auditing of the Operational Maintenance activities at the TCC;
- (g) Assist the Employer's Representative in all activities relating to the payment of penalties and bonuses;
- (h) Do monthly reporting on the Contractor's performance in the four operational performance areas;
- (i) Provide all staff required to execute the duties described in this document and in the Specifications.
- (j) The Contractor has the obligation to protect and preserve the Employer's property for the entire duration of the Project.

The security guards shall be registered with Security Association of South Africa, shall have a minimum Grade D qualification and shall operate in terms of the PSIRA Act, 2001.

The Contractor shall provide for permanent deployment of security guards, not less than those tabled below.

TCC Facility	Day Shift	Night Shift
HTCC-North Bound	2	2
HTCC-South Bound	2	2
R 23 Satellite	2	2

- (k) Take responsibility for utility services like electricity, fuel, refuse removal, water supply and telecommunication. Most of these services are supplied by the local authority but will have to be managed and paid through the Contractor. Refer to the Specifications.
- (l) Provide transport to the staff employed at the TCC.
- (m) Provide uniforms and of shoes to his employees.

#### **C4.1.3 MAINTENANCE**

The Contractor shall be responsible for the reliable functioning and optimal service life of all TCC Assets as a key contributing factor towards the seamless operation of the TCC. To this end the Contractor shall perform the following functions and activities as comprehensively described in the Specifications, all in accordance with the prior approval of the Employer.

- (a) Carry out all routine and breakdown maintenance for fixed, semi-fixed and movable assets at the TCC. The Contractor shall supply labour, equipment and material for doing the maintenance and the Contractor shall perform maintenance record keeping and reporting;
- (b) Collect all maintenance data and information and report to the Employer's Representative;
- (c) Carry out general maintenance which includes day to day cleaning, paintwork, structures and gardens. Refer to the Specifications.

#### **C4.2 DRAWINGS**

The drawings that form part of the tender document are issued for tender purposes only.

The Engineer shall issue the Contractor with one CD containing available the As-built drawings of the TCC. Additional drawings will be issued, on request if required by the Contractor to fulfil its obligations. Layout Drawings for HTCC are provided under Appendix 5.

#### **C4.3 REPORTING**

The Contractor is required to compile Monthly Report in accordance with the Specifications. An example of the Monthly report is provided under Appendix 2.

#### **C4.3 Monthly auditing of the Contractor's performance**

The Contractor's performance will be subjected to monthly performance Audits by the Engineer and or the Employer's representative, in accordance with the Specifications. The Contractor is required to participate in the Audit process and is required to be pro-active in minimising negative audit findings. Secondly, the Contractor is obliged to attend any audit finding that may be raised. The Employer reserves the right to amend reporting requirements during the contract. An example of the Monthly Audit report is provided under Appendix 6.

#### **C4.4 CAMP ESTABLISHMENT, POWER SUPPLY AND OTHER SERVICES**

The contractor will utilise the existing TCC facilities to perform his duties as outlined in Part C3 of the Project document. The existing facilities have all services already installed and operation. If required the Contractor will take transfer of existing municipal or other utilities accounts from the existing service provider.

#### **C4.5 MANAGEMENT OF THE ENVIRONMENT**

The contractor will be responsible for implementing 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 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 HTCC is one of the busiest TCCs on the N3 route since it is located on a major freight route that links the port of Durban and Gauteng Province and other provinces.

Traffic Data is provided under Appendix 3.

#### **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:

adherence to the policies of the Reconstruction and Development Programme and other similar Government initiatives,  
employment and/or creation of Targeted Enterprises,  
arrangement of generic skills, engineering skills and entrepreneurial skills training programmes for which provision has been made in the Pricing Schedule,

construction using labour maximisation principles and, active participation with community-based structures.

Tenderers should note that liaison with adjacent communities via active participation with their leaders and constituted organisations and forums, as well as employment of their people, 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 project's requirements in detail.

**C4.8 CLIMATE**

Climate data for project location can be sourced from Weather SA's website.

**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 SECURITY AND SAFETY PROCEDURES**

The Contractor has the obligation to protect and preserve the Employer's property for the entire duration of the Project.

A schedule of existing (July 2022) assets is provided under Appendix 4.

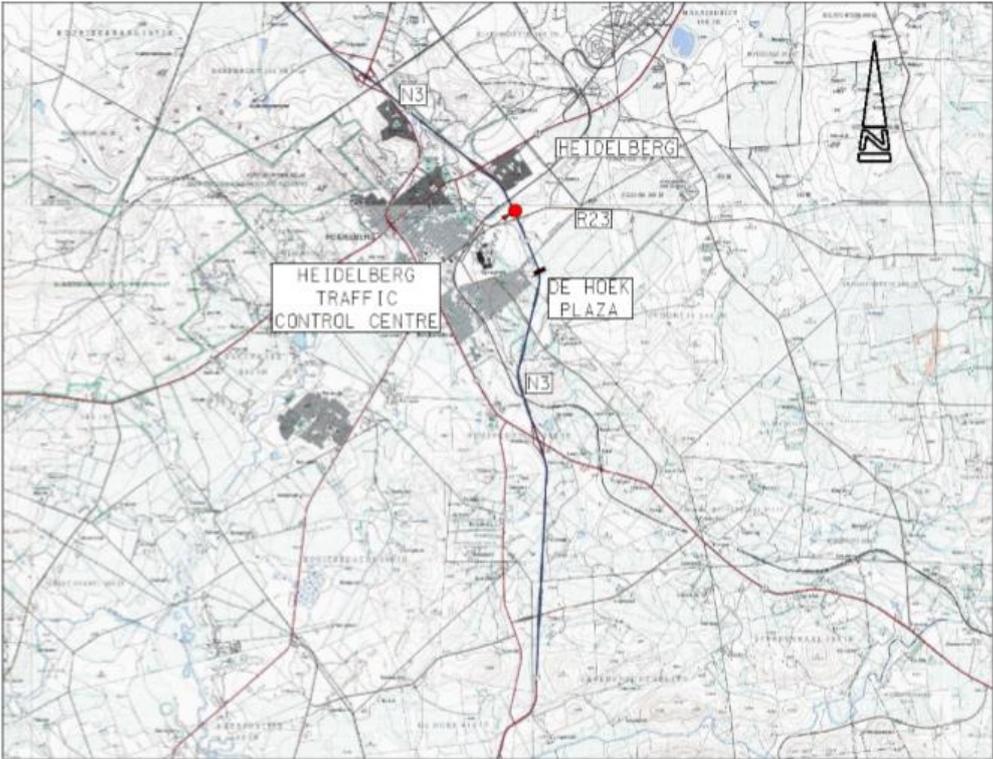
**C4.11 OTHER INFORMATION**

If necessary, the Contractor shall liaise with other stakeholders/ affected parties N3TC and or other State Agencies, the Employer's other service providers/contractors. The contractor is obliged to keep the Engineer informed of such engagements, and details thereof.

**C4.12 APPENDICES**

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**APPENDIX 1: LOCALITY PLAN (INCLUDED IN THE TENDER CD)**



**APPENDIX 2: SAMPLE OF MONTHLY REPORT**

*Note to Tenderer: Appendix 2 to be downloaded from the Project's tender folder on Sanral website*

## APPENDIX 3:TRAFFIC DATA

Sensitivity - General

Heidelberg Traffic Control Centre - Traffic									
Average	Screener Lane Totals	Screener Lane NB	Weighed North Bound	Screener Lane SB	Weighed South Bound	Screen on the R23	Weighed from the R23/R550	Screen on the R103	Weighed on the R103
Monthly	111649	56805	9701	54844	8927	31975	201	1808	0,43
Daily	3722	1894	323	1828	298	1066	7	60	0,01
Hourly	155	79	13	76	12	44	0	3	0

**APPENDIX 4: ASSET REGISTER**

***NOTE TO TENDERER: APPENDIX 4 TO BE DOWNLOADED FROM THE PROJECT'S TENDER FOLDER ON SANRAL WEBSITE***

**APPENDIX 5: LAYOUT DRAWINGS OF THE FACILITY (TCC)**

*Note to Tenderer: Appendix 5 to be downloaded from the Project's tender folder on Sanral website*

**APPENDIX 6: MONTHLY AUDIT REPORT (EXAMPLE)**

*Note to Tenderer: Appendix 6 to be downloaded from the Project's tender folder on Sanral website*

**APPENDIX 7: GUIDELINE OF TCC PERSONNEL FUNCTIONS**

*Note to Tenderer: Appendix 6 to be downloaded from the Project's tender folder on Sanral website*

**APPENDIX 8: SYSTEMS/EQUIPMENT SPECIFICATIONS/SERVICE LEVEL AGREEMENTS (SLA)**

8(a) Vehicle Management System -To be procured by the Contractor within 6 months of Contract Commencement

8(b) Prosecution System -To be procured by the Contractor within 6 months of Contract Commencement

8(c) Vehicle Inspection/Testing System -To be procured by the Contractor within 6 months of Contract Commencement

8(d) Static Scale -To be procured by the Contractor within 6 months of Contract Commencement

8(e) Electrical Maintenance SLA -To be procured by the Contractor within 6 months of Contract Commencement

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# **PART C5: ANNEXURES**

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