

SANRAL

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



BUILDING SOUTH AFRICA
THROUGH BETTER ROADS

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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

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

PROJECT DOCUMENT

BASE DATE: MARCH 2023

**TENDER DOCUMENT
VOLUME 3
BOOK 1 OF 3**

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

NAME OF TENDERER:

Set sequential number



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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

**FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL
ROUTE 21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3
SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI
RRM)**

THIS DOCUMENT COMPILED BY:

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

LIST OF CONTRACT DOCUMENTS

VOLUME 1: Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999), published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC)

VOLUME 2: Standard Specifications for Routine Road Maintenance, April 2019, issued by SANRAL

VOLUME 3: Project Document, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Project Information is issued by the Employer (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 CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za).

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

VOLUME 4: Contract Drawings

VOLUME 8: Tender Clarification Information Booklet

Notes to Tenderer:

1. **Volume 1 - Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999), published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) -is obtainable from CESA**
P. O. Box 68482, Bryanston, 2021.
Tel: (011) 463 2022 Fax: (011) 463 7383 Email: general@cesa.co.za
2. **Volume 2 can be made available in .pdf by the Employer.**
3. **Volume 3 is issued at tender stage in electronic format on a flash drive / from a web-based link and contains the following files:**
 - The full Project Document in PDF format (excluding the standard conditions of tender)
 - The returnable forms in word format
 - The pricing data in excel format

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

<https://www.cidb.org.za/wp-content/uploads/2021/07/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~~ Project Information
4. **SUBMISSION OF TENDER – Of the contract documents, only the following elements of Volume 3 needs to be submitted:**
 - a) **VOLUME 3 – ELECTRONIC SUBMISSION**

The following information has to be submitted on a electronically on flash drive and printed and bound hard copy:

 - The 1st file in pdf format which contains;
 - Scanned copy of Form of Offer (pdf)
 - Scanned copies of all returnable schedules and attachments (pdf)
 - Scanned copy of Pricing Schedule (pdf)
 - The 2nd file in Excel format which contains:
 - Completed pricing schedule

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

- a) **Alternative (followed by the Tenderer name)" in a sealed envelope on the following order**
 - Form of Offer (signed and scanned as .pdf and state "Alternative Form of Offer"and printed hard copy of Form of Offer.)
 - All returnable schedules and attachments and certificates applicable to the alternative offer (signed and scanned as.pdf)
- b) **Alternative Pricing Schedule (printed Summary of Pricing Schedule and copy of Excel)**
 - Other relevant information

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.

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PART T1: TENDERING PROCEDURES

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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

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

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

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION**

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

The South African National Roads Agency SOC Limited (SANRAL) invites tenders for the Routine Road Maintenance of National Route R21 Sections 1 & 2, N12 Sections 18 & 19, N3 Sections 11 & 12 and N17 Section 2 (Ekurhuleni RRM). This project is in the province of Gauteng and in the district Ekurhuleni Metropolitan and Sedibeng District Municipality (Lesedi Local Municipality) The approximate duration is 60 months. CIDB Regulation 25 (1B) will be applicable to this contract.

Only tenderers with a B-BBEE contributor status level of 1, 2, 3 or 4 and Generic, who are registered on the National Treasury Central Supplier Database at the tender closing date ; and meet the stipulated minimum threshold for local content and production as stated in the Tender Data are eligible to tender.

It is estimated that tenderers should have a CIDB contractor grading designation of 8CE or higher, however, tenderers attention is drawn to clause C.2.1 of the Tender Data when submitting their tender.

Tenders from tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, will not be accepted.

This tender includes the following compulsory subcontracting to Targeted Enterprises as in the Appendix to Tender: Contract Data subclause D.

Subcontracting target	
Tendering entity less than 51% black ownership	Min 60% subcontract to Targeted Enterprises
Tendering entity at least 51% black ownership	Min 50% subcontract to Targeted Enterprises
Tendering entity at least 51% black women owned or black youth owned	Min 40% subcontract to Targeted Enterprises

TENDER DOCUMENTS

Tender documents are available at no cost in electronic format downloadable from the SANRAL website by following the link: <https://www.nra.co.za/service-provider-zone/tenders/open-tenders/> Tenderers must have access to Microsoft 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 27 March 2023. 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.

TENDERERS' MEETING**Option 1 – No clarification meeting**

A tenderer's clarification briefing presentation is available to be downloaded from the same SANRAL website link: <https://www.nra.co.za/service-provider-zone/tenders/open-tenders/>.

CLOSING TIME, COMPLETION AND DELIVERY OF TENDERS

The closing time for receipt of tenders is 11:00 on **26 April 2023**.

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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 completing, 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 the following:

All Enquiries	
E-mail	procurementNR3@sanral.co.za

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SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKRUHULENI RRM)**

T1.2 TENDER DATA

T.1.2 TENDER DATA

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

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

Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.

Definitions

Add to the following to the definitions

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

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	GENERAL
C.1.1	<p>Actions</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: Email: procurementNR3@sanral.co.za</p>
C.1..2	<p>Tender Document</p> <p>The tender documents issued by the Employer comprise:</p> <p>Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender..... (White) T1.2 Tender data</p> <p>Part T2: Returnable Schedules T2.1 List of returnable documents T2.2 Returnable schedules</p> <p>Part C1: Agreements and contract data C1.1 Form of offer and acceptance..... (Yellow) C1.2 Contract data (Yellow)</p> <p>Part C2: Pricing data C2.1 Pricing instructions (assumptions) (Yellow) C2.2 Pricing Schedules / Bills of Quantities (Yellow)</p> <p>Part C3: Scope of work C3 Scope of work (Blue)</p> <p>Part C4: Site Project Information</p>

Clause Number	Data																				
	C4 Project Information.....(Green) Part D Part D: Stakeholder and community liaison, and targeted Labour and Targeted Enterprises utilisation and development.....(Green) Annexures (White)																				
C.1.4	Communication and employer’s agent The language for communications is English. The Employer’s agent can be contacted at: Email: procurementNR3@sanral.co.za																				
C.1.5	Cancellation and Re-Invitation of Tenders																				
C.1.5.3	Clause C.1.5.3 is not applicable.																				
C.1.6.2	Competitive negotiation procedure Clause C.1.6.2 is not applicable.																				
C.1.6.3	Proposal procedure using the two stage-system Clause C.1.6.3 is not applicable.																				
C.2	Tenderer’s Obligations																				
C.2.1	Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders: a) CIDB registration Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 8CE class of construction work. Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer’s ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive. <table><tr><th>Category of tender</th><th>Upper limits per CIDB Regulation 17</th><th>Employer’s allowable margins</th></tr><tr><td>CE 1</td><td>R0.5m</td><td rowspan="8">The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted</td></tr><tr><td>CE 2</td><td>R1.0m</td></tr><tr><td>CE 3</td><td>R3m</td></tr><tr><td>CE 4</td><td>R6m</td></tr><tr><td>CE 5</td><td>R10m</td></tr><tr><td>CE 6</td><td>R20m</td></tr><tr><td>CE 7</td><td>R60m</td></tr><tr><td>CE 8</td><td>R200m</td></tr></table>	Category of tender	Upper limits per CIDB Regulation 17	Employer’s allowable margins	CE 1	R0.5m	The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted	CE 2	R1.0m	CE 3	R3m	CE 4	R6m	CE 5	R10m	CE 6	R20m	CE 7	R60m	CE 8	R200m
Category of tender	Upper limits per CIDB Regulation 17	Employer’s allowable margins																			
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Clause Number	Data															
	<p>This contract is classified in terms of CIDB Regulation 25(1B), and the value of the contract may, for the purpose of CIDB Regulation 25(1), be taken at its annual value. (Annual Value = Contract Value / 3 Years)</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none">- every member of the joint venture is registered with the CIDB;- the lead partner has a contractor grading designation not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and- the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. <p>The tender will be declared non-responsive if:</p> <ul style="list-style-type: none">- The Tenderer is not registered on CIDB within the required contractor grading and category prior to evaluation of submission (, or- the Tenderer is suspended, or- the Tenderer has not declared interest of application to upgrade the grading <p>b) Registration on National Treasury Central Supplier Database</p> <p>If not registered as verified online at tender closing; the tender will be declared non-responsive.</p> <p>a) Local production and content (Forms A3.5 and A3.6)</p> <p>i) Steel</p> <p>Only locally produced or locally manufactured steel products and components for construction with a minimum threshold for local content and production as stipulated below will be considered.</p> <p>Table 1a: Minimum local content for Steel Value-added Products</p> <table><tr><th>Steel Construction Materials</th><th>Components</th><th>Local Content Threshold</th></tr><tr><td>Fabricated Structural Steel</td><td>Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses</td><td>100%</td></tr><tr><td>Joining/Connecting Components</td><td>Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs and brackets</td><td>100%</td></tr><tr><td>Fasteners</td><td>Bolts, nuts, rivets and nails</td><td>100%</td></tr><tr><td>Wire Products</td><td>All fencing products, all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws</td><td>100%</td></tr></table>	Steel Construction Materials	Components	Local Content Threshold	Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%	Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs and brackets	100%	Fasteners	Bolts, nuts, rivets and nails	100%	Wire Products	All fencing products, all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Steel Construction Materials	Components	Local Content Threshold														
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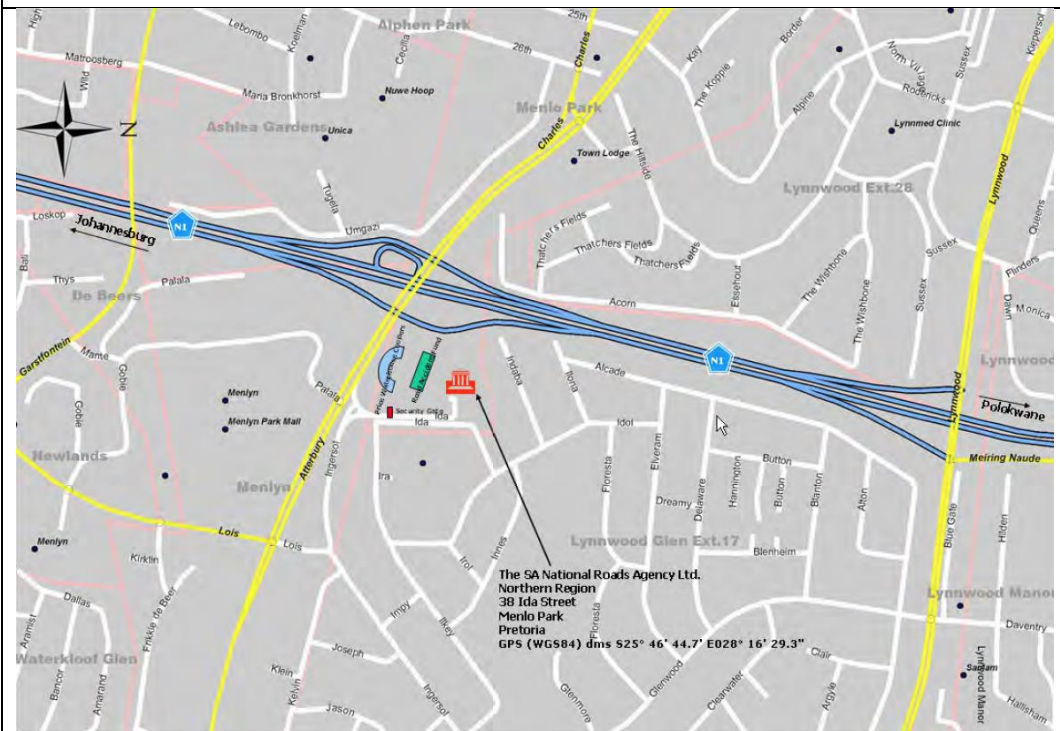
Clause Number	Data			
		Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
		Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%
	Table 1b: Minimum local content for Primary Steel Products			
	Steel Construction Materials			Local Content Threshold
	Plates (>4,5mm thick and supplied in flat pieces)			100%
	Sheets (<4,5mm thick and supplied in coils)			100%
	Galvanised and Colour Coated coils			100%
	Wire Rod and Drawn Wire			100%
	Sections (Channels, Angles, I-Beams and H-Beams)			100%
	Reinforcing bars			100%
<p>In the designation, imported inputs raw materials (i.e. zinc and additives in the surface preparation and protection process (cleaning and coating/galvanising)) used in the production of steel products and components for the construction are deemed as locally manufactured input materials.</p> <p>The imported input raw material, as specified above, used in the manufacture and production of steel products and components for construction will be deemed to have been sourced locally for the purposes of calculating local content.</p>				
ii)	Yellow Metal Equipment			
<p>Only locally produced or locally manufactured Yellow metal equipment for construction with a minimum threshold (based on the cost of the locally produced portion of the equipment relative to the cost of the equipment) for local content and production as stipulated below will be considered. . This only applies for equipment acquired to be utilised on this project.</p>				
Yellow Metal Equipment				
Equipment type		Stipulated minimum threshold		
Articulated dump truck (ADT)		60%		
Tractor loader backhoe (TLB)		60%		
Front end loader (FEL)		60%		
<p>The tenderer shall complete the Declaration Certificate for Local Production and Content (Form A3.5) and the Local Content Declaration: Summary Schedule (Form A3.6) for each product.</p>				
iii)	Plastic Pipes			
<p>Only locally produced or locally manufactured Plastic Pipes with a minimum threshold for local content and production as stipulated above will be considered.</p>				
Plastic Pipes				
Product type		Stipulated minimum threshold		
Polyvinyl chloride (PVC) pipes		100%		
High density polyethylene (HDPE) pipes		100%		

Clause Number	Data																																		
	<table><tr><td>Polypropylene (PP) pipes</td><td>100%</td></tr></table> <p>Only locally produced or locally manufactured Plastic Pipes with a minimum threshold for local content and production as stipulated above will be considered.</p> <p>i) Textiles, Clothing, Leather and Footwear</p> <p>Only locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input, with a minimum threshold for local production and content of 100% will be considered.</p> <p>Textiles, Clothing, Leather and Footwear</p> <table><tr><th>Product type</th><th>Stipulated minimum threshold</th></tr><tr><td>Textiles</td><td>100%</td></tr></table> <p>i) Bagged and bulk cement</p> <p>Only locally produced or locally manufactured bagged and bulk cement produced using locally produced raw materials with the minimum threshold percentages for local production and content stated below will be considered:</p> <p>Bagged and bulk cement</p> <table><tr><th>Cement Type</th><th>Description</th><th>Application</th><th>Stipulated Minimum Threshold</th></tr><tr><td>Cem I</td><td>Pure portland cement with a 95-100% clinker.</td><td>All civil and building construction as appropriate</td><td>100 %</td></tr><tr><td>Cem II</td><td>Portland cement containing varying additions of secondary materials, i.e. fly ash, pozzolana, slag, silica fume, or limestone</td><td>All civil and building construction as appropriate</td><td>100 %</td></tr><tr><td>Cem III</td><td>Blast furnace cement, 50% OPC, 50% blast furnace slag</td><td>All civil and building construction as appropriate</td><td>100 %</td></tr><tr><td>Cem IV</td><td>Pozzolanic cement, OPC and fly ash</td><td>All civil and building construction as appropriate</td><td>100 %</td></tr><tr><td>Cem V</td><td>Composite cement: slag and ash cement. Blended cements with more than one blending material</td><td>All civil and building construction as appropriate</td><td>100 %</td></tr><tr><td>Masonry cement</td><td>Mixture of Portland cement and plasticizing materials such as limestone to improve setting time</td><td>use in mortar, brick, block, and stone masonry construction</td><td>100 %</td></tr></table> <p>The tenderer shall complete the Declaration Certificate for Local Production and Content (Form A3.5) and the Local Content Declaration: Summary Schedule (Form A3.6) for each product.</p>	Polypropylene (PP) pipes	100%	Product type	Stipulated minimum threshold	Textiles	100%	Cement Type	Description	Application	Stipulated Minimum Threshold	Cem I	Pure portland cement with a 95-100% clinker.	All civil and building construction as appropriate	100 %	Cem II	Portland cement containing varying additions of secondary materials, i.e. fly ash, pozzolana, slag, silica fume, or limestone	All civil and building construction as appropriate	100 %	Cem III	Blast furnace cement, 50% OPC, 50% blast furnace slag	All civil and building construction as appropriate	100 %	Cem IV	Pozzolanic cement, OPC and fly ash	All civil and building construction as appropriate	100 %	Cem V	Composite cement: slag and ash cement. Blended cements with more than one blending material	All civil and building construction as appropriate	100 %	Masonry cement	Mixture of Portland cement and plasticizing materials such as limestone to improve setting time	use in mortar, brick, block, and stone masonry construction	100 %
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Clause Number	Data
	<p>If the minimum threshold/s % local content is below the stipulated minimum threshold for local production and content, or if either of the Forms is omitted, the tender will be declared non-responsive.</p> <p>c) Criteria for preferential procurement</p> <p>Tenderers that have a B-BBEE contributor status level of 1, 2, 3 or 4 and is a Qualifying Small Enterprise (QSE) or Generic are eligible to tender.</p> <p>The tenderer shall submit a valid B-BBEE certificate / Sworn Affidavit in compliance with Tender Data C3.5.11.8 as proof of eligibility.</p> <p>The tender will be declared non-responsive:</p> <ul style="list-style-type: none"> a) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; or b) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level; or c) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; or d) If the tenderer submits a B-BBEE Certificate that is expired - but did claim preference points; or e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements; or f) If the tenderer submits the Scorecard assessment report only; or g) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which is not project specific; or h) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which does not have a contract description and / or a tender number; or i) If a tenderer only submits one B-BBEE certificate in one tender submission, where multiple tenders were issued by SANRAL; or j) If the BBEE certificate or Sworn Affidavit is not submitted or not valid; or k) for a Sworn Affidavit; if <ul style="list-style-type: none"> i. EME (not start-up) submits a Sworn Affidavit with total revenue above R3 million (contractors) instead of a B-BBEE Certificate. or ii. QSE submits Sworn Affidavit (consultants and contractors) instead of a B-BBEE Certificate <p>Failure to satisfy the above eligibility criteria is a breach of the Conditions of Tender and as such, will result in a non-eligible tender.</p>
C.2.2	<p>Cost of tendering</p> <p>Tender documents are available from SANRAL website at no cost.</p>
C.2.6	<p>Acknowledge addenda</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>Clarification meeting</p> <p>Option 1 – no clarification meeting</p> <p>The arrangements for a clarification briefing presentation is available on the following link: https://www.nra.co.za/service-provider-zone/tenders/open-tenders/ .</p> <p>The onus rests with the tenderer to ensure that the representative reading the clarification briefing presentation is appropriately qualified to understand all directives and clarifications given in the clarification briefing presentation.</p>

Clause Number	Data
	The signatures on the duly completed and signed Form A1 shall be considered proof that the tenderer read/viewed the whole clarification briefing presentation and clearly understood all directives and clarification given in the clarification briefing presentation.
C.2.8	Seek clarification Request clarifications at least 12 (twelve) working days before the closing date.
C.2.9	Insurance No insurance is provided by the Employer.
C.2.10	Pricing the tender offer
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
C.2.10.4	Tenderers are required to state the rates, amounts and currencies in Rand.
C.2.12	Alternative tender offers will not be considered.
C.2.13	Submitting a tender offer
C.2.13.2	<p>The following information has to be submitted in printed and bound hard copy and flash drive:</p> <ul style="list-style-type: none"> • The 1st file in pdf format which contains: <ul style="list-style-type: none"> - Scanned copy of Form of Offer (pdf) - Scanned copies of all returnable schedules and attachments (pdf) - Scanned copy of Pricing Schedule (pdf) • A 2nd file in Excel format <ul style="list-style-type: none"> - Completed pricing schedule <p>The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form D1) as scanned copies, in .pdf format (saved on a flash drive) and printed and bound hard copy.</p>
C.2.13.3	<p>Only the following needs to be submitted:</p> <p>a) Volume 3 – Printed and bound hard copy and flash drive</p> <p>The following information has to be submitted in printed and bound hard copy and flash drive:</p> <ul style="list-style-type: none"> • The 1st file in pdf format which contains: <ul style="list-style-type: none"> - Scanned copy of Form of Offer (pdf) - Scanned copies of all returnable schedules and attachments (pdf) - Scanned copy of Pricing Schedule (pdf) • A 2nd file in Excel format <ul style="list-style-type: none"> - Completed pricing schedule <p>b) Alternative offers will not be considered.</p> <p>In the event of any discrepancy between the contents of the electronically priced schedule and the electronically provided pricing schedule in pdf format, the contents of the provided pdf format shall be taken as the valid contents. For the information provided by the tenderer as part of his submission, e.g. rates, the signed print-out shall be taken as the valid</p>

Clause Number	Data				
	submission.				
C.2.13.5	<p>Submitting a tender offer</p> <p>Only the following needs to be submitted:</p> <p>a) Main Tender Offer</p> <p>The following information to be submitted electronically on flash drive and marked Main Tender Offer followed by the “Tenderer name”, in the following order:</p> <ul style="list-style-type: none">- Form of Offer (signed and scanned as .pdf) and printed hardcopy of Form of Offer- All returnable schedules and attachments and certificates specific to the tender (signed and scanned as .pdf)- Completed pricing schedule (scanned copy in .pdf and copy in Excel) and printed hardcopy of Summary of Pricing Schedule.” <p>b) For alternative offers the tenderer shall submit the following additional documentation, in an electronically on a separate flash drive marked “Alternative” followed by the “Tenderer name”:</p> <ul style="list-style-type: none">- Form of Offer (signed and scanned as .pdf and state “Alternative Form of Offer”) and printed hardcopy of Form of Offer- All returnable schedules and attachments and certificates applicable to the alternative offer (signed and scanned as .pdf)- Alternative Pricing Schedule (scanned copy in .pdf and copy in Excel) and printed hardcopy of Summary of Pricing Schedule.”- Other relevant information. <p>In the event of any discrepancy between the contents of the electronically priced schedule in Excel, and the electronically provided pricing schedule in .pdf format, the contents of the electronically pricing schedule in .pdf format shall be taken as the valid contents. For the information provided by the tenderer as part of his submission, e.g. rates, the electronically signed schedule in .pdf shall be taken as the valid submission.</p> <p>Submit the tender offer electronically on a flash drive in a sealed envelope marked with the tenderer’s company name, the project number and description.</p> <p>The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <table><tr><td>TENDER CLOSING TIME: <i>11:00, Wednesday, 26 April 2023</i></td></tr><tr><td>CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL) FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKRUHULENI RRM)</td></tr><tr><td>EMPLOYER South African National Roads Agency SOC Limited Physical address: 38 Ida Street, Menlo Park, Pretoria, 0081 Tel: (012) 426 6200</td></tr><tr><td>TENDERER Name:</td></tr></table>	TENDER CLOSING TIME: <i>11:00, Wednesday, 26 April 2023</i>	CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL) FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKRUHULENI RRM)	EMPLOYER South African National Roads Agency SOC Limited Physical address: 38 Ida Street, Menlo Park, Pretoria, 0081 Tel: (012) 426 6200	TENDERER Name:
TENDER CLOSING TIME: <i>11:00, Wednesday, 26 April 2023</i>					
CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL) FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKRUHULENI RRM)					
EMPLOYER South African National Roads Agency SOC Limited Physical address: 38 Ida Street, Menlo Park, Pretoria, 0081 Tel: (012) 426 6200					
TENDERER Name:					

Clause Number	Data
	 <p>Tenders must be submitted during office 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 in the name of the tendering entity. In cases where the tender document is couriered to the regional office clear instructions to the person delivering the document must be given that the register must still be completed in the name of the tendering entity.</p>
C.2.13.7	Place and seal the printed and bound hard copy and flash drive in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorized representative's name, the tenderer's postal address and contact telephone numbers.
C.2.14	<p>Information and data to be completed in all respects</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>
C.2.15	The closing time for submission of tender offers is 11:00 on Wednesday, 26 April 2023
C.2.15.1	<p>Submission in Tender Box</p> <p>The Employer's address for delivery of tender offers and identification details to be shown</p>

Clause Number	Data
	<p>on each tender offer package are:</p> <p>Location of tender box: Reception Area</p> <p>Physical address: The South African National Roads Agency SOC Ltd 38 Ida Street Menlo Park Pretoria, 0081</p> <p>Identification details: Mark the envelope with the tenderer's company name, the project number and description:</p> <p>CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL) ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTION 1 & 2, N12 SECTION 18 & 19, N3 SECTION 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)</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> <p>Tenders must be submitted before (Wednesday, 26 April 2023 11:00.).</p> <p>It is the tenderer's responsibility to ensure that the tender is submitted before tender closing date and time. SANRAL will not take responsibility for late submissions caused by system errors and or busy networks.</p>
C.2.16	Tender offer validity
C.2.16.1	The tender offer validity period is 180 days.
C.2.16.2	Should the tenderer not accept the validity extension or if the tenderer does not withdraw a condition attached to a conditional acceptance, this shall result in a non-responsive tender or the tender is considered to have made an election to exclude itself from the tender process.
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> <ol style="list-style-type: none"> withdraws his tender; gives notice of his inability to execute the contract in terms of his tender; or fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9, <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>
C.2.18	Provide other material
C.2.18.1	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
C.3	The Employer's undertakings
C.3.1	Respond to requests from the tenderer

Clause Number	Data
C.3.1.1	<p>The Employer shall respond to clarifications received up to 12 (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>Issue Addenda</p> <p>The employer shall issue addenda until 5 working days before tender closing date.</p>
C.3.4	<p>Opening of tender submissions</p>
C.3.4.1	<p>The time for opening of the tender offer via live streaming are: Time: 11h00 on 26 April 2023 Location:</p> <p>The South African National Roads Agency SOC Ltd</p> <p>38 Ida Street Menlo Park Pretoria, 0081</p>
C.3.5	<p>Two-envelope system</p> <p>Clause C.3.5 is not applicable.</p>
C.3.7	<p>Grounds for rejection and disqualification</p> <p>Prior to disqualification, 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.</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 and the CIDB in writing.</p>
C.3.8	<p>Test for responsiveness</p>
C.3.8.2	<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>
C.3.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</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 in words shall govern.</p>
C.3.9.2	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation</p>

Clause Number	Data
<p>C.3.9.3</p> <p>C.3.9.4</p>	<p>points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> 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 line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. 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. <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the proposed correction of the; errors, omissions, or imbalanced rates, and subject the tenderer to the sanction under C.2.16.2.</p>
<p>C.3.11</p> <p>C.3.11.8</p>	<p>Evaluation of tender offers</p> <p>The tender will be evaluated in terms of Preferential Procurement Regulations, 2017, Gazette 10684 issued by National Treasury in terms of Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>i. 80/20 preference point system for acquisition of goods and services for Rand value equal to or above R30 000 and up to R50 million</p> <p>The following formula will be used to calculate three points out of 80 for price:</p> $Ps = 80(1 - (Pt - Pm) / Pm)$ <p>Where:</p> <p>Ps is the points scored for price of tender under consideration.</p> <p>Pt is the price of the tender under consideration; and</p> <p>Pm is the price of the lowest acceptable tender.</p>

Clause Number	Data																														
	<p>ii. 90/10 preference point system for acquisition of goods and services for Rand value above R50 million</p> <p>The following formula will be used to calculate three points out of 90 for price:</p> <p>$P_s = 90(1 - (P_t - P_m) / P_m)$</p> <p>Where:</p> <p>$P_s$ is the points scored for price of tender under consideration.</p> <p>P_t is the price of the tender under consideration; and</p> <p>P_m is the price of the lowest acceptable tender.</p> <p>Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003 as amended in Act 46 of 2013) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>The following table must be used to calculate the preference points out of 20 or 10 for B-BBEE:</p> <table><tr><th>B-BBEE Status Level of contributor</th><th>Number of Points for financial value up to and including R50 000 000</th><th>Number of Points for financial value above R50 000 000</th></tr><tr><td>1</td><td>20</td><td>10</td></tr><tr><td>2</td><td>18</td><td>9</td></tr><tr><td>3</td><td>14</td><td>6</td></tr><tr><td>4</td><td>12</td><td>5</td></tr><tr><td>5</td><td>8</td><td>4</td></tr><tr><td>6</td><td>6</td><td>3</td></tr><tr><td>7</td><td>4</td><td>2</td></tr><tr><td>8</td><td>2</td><td>1</td></tr><tr><td>Non-complaint contributor</td><td>0</td><td>0</td></tr></table> <p>Eligibility for B-BEE points is subject to the following conditions:</p> <ol style="list-style-type: none">1. A tenderer's scorecard shall be a B-BBEE Certificate issued in accordance with:<ul style="list-style-type: none">- the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; or- in the event that the Measured Entity operates in more than one sector or a sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes; and2. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C1; and3. The certificate shall:<ul style="list-style-type: none">- be valid at the tender closing date; and- have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or	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-complaint 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-complaint contributor	0	0																													

Clause Number	Data
	<ul style="list-style-type: none"> - be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and - have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15); and <p>4. A valid BBEE Certificates shall contain:</p> <ul style="list-style-type: none"> - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address. - Value-Added Tax number, where applicable. - The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes. - B-BBEE status with corresponding procurement recognition level. - The relevant Codes used to issue the B-BBEE verification certificate. - Date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate. - Financial period which was used to issue the B-BBEE Verification Certificate <p>5. A valid Sworn Affidavit shall contain:</p> <ul style="list-style-type: none"> - Name/s of deponent as they appear in the identity document and the identity number. - Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit. - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address. - Percentage black ownership, black female ownership and whether they fall within a designated group. - Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts. - Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. The valid format of the Financial Year-End is Day/Month/Year - B-BBEE status level. An enterprise can only have one status level. - Date deponent signed and date of Commissioner of Oath must be the same. - Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and <p>6. Compliance with any other information requested to be attached to Returnable Schedule Form C1; and</p> <p>7. In the event of a Joint Venture (JV), a project-specific consolidated (SANRAL project number indicated) valid B-BBEE verification certificate in the name of the JV, issued by a verification agency accredited by the South African National Accreditation System (SANAS) shall be submitted.</p> <p>Sub-Regulation 6(5) and 7(5)</p> <p>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>

Clause Number	Data
	<p>Sub-Regulation 6(9) and 7(9)</p> <p>(9)(a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.</p> <p>(b) The organs of state may –</p> <ol style="list-style-type: none"> Negotiate a market related price with the tender scoring the highest points or cancel the contract; 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>(c) If a market related price is not agreed as envisaged in paragraph b(iii), the organ of state must cancel the tender.</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>
C.3.11(f)	<p>Determine acceptability of preferred tenderer</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 Organ of state may -</p> <ol style="list-style-type: none"> 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 point 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>(c) If a market related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender</p>
C.3.13	<p>Acceptance of tender offer</p> <p>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 (Act No 5 of 2000) and as compelling and justifiable reasons in terms of Conditions of Tender</p>

Clause Number	Data
	<p>clause C.3.11:</p> <ul style="list-style-type: none"> g) the tenderer or any of its directors is not listed on National Treasury's Register of Tender Defaulters or Restricted Suppliers, or the Employer's database, in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as a tenderer or person prohibited from doing business with the public sector; h) the tenderer has not abused the Employer's supply chain management system; and i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect. j) the tenderer 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. k) 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).
C.3.16	<p>Registration of the award</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.3.19.</p>
C.3.17	<p>Provide copies of the contracts</p> <p>The number of paper copies of the signed contract to be provided by the Employer is 1.</p>
C.3.19	<p>Provide written reasons for actions taken</p> <p>All requests from tenderers shall be in writing.</p>
ADDITIONAL CONDITIONS OF TENDER CLAUSES:	
SC3.19	<p>Jurisdiction</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>

PART T2: RETURNABLE SCHEDULES

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 1 (EKURHULENI RRM)**

The tenderer must complete the returnable schedules:

Notes to tenderer:

- 1. Returnable documents have been based on the SANS for Construction Procurement and incorporate National Treasury requirements contained in their Standard Bidding Document (SBD) within them.
Returnable documents are separated into the following categories:
(i) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A to C).
(ii) A list of all returnable documents for completion by the tenderer (Form D1).**
- 2. Failure to submit fully completed relevant returnable documents may render such a tender offer non-responsive.**
- 3. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.**
- 4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under FIDIC Particular Condition 15.2 (g) to terminate the contract.**

PART T2.1 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.

FORM	LIST OF RETURNABLE DOCUMENTS	STATUS
FORM A1:	CERTIFICATE OF TENDERER'S BRIEFING	
FORM A1.1	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	
FORM A2.1:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
FORM A2.2:	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	
FORM A2.3:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A2.4:	CERTIFICATE OF FRONTING PRACTICES	
FORM A2.5:	DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	
FORM A2.6:	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	
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FORM A1: CERTIFICATE OF TENDERER’S BRIEFING

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This is to certify that I,

representative of (tenderer)

of (address)

.....

telephone number

read the tenderers presentation by the Employer’s representative online.

TENDERER'S REPRESENTATIVE (Signature):

SIGNED BY TENDERER:

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

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N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)

Notes to Tenderer:

- 1. 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. 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.
- 2. Late notification of intention to tender by a prospective tenderer will not necessarily result in the tender closing date being extended.
- 3. 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.
- 4. 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 (Signature):

DATE:

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
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1. The signatory for the tenderer shall confirm his/her authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors/partners on the tendering company's letterhead.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - (i) authority for signatory;
 - (ii) undertaking to formally enter into a joint venture contract should an award be made to the joint venture; and
 - (iii) name of designated lead member of the intended joint venture, as required by condition of tender C.2.13.4.
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

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

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and any contract which may arise there from on behalf of (*enter name of tenderer in block capitals*)

SIGNED ON BEHALF OF THE COMPANY: [Signature]

IN THE CAPACITY OF: _____

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 NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
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Notes to tenderer:

- 1. The signatory for the tenderer shall complete and sign this form declaring the current status of (any) debt outstanding to SANRAL.**
- 2. If 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:
Please provide the details:
.....
.....
.....
.....
.....
- (ii) the tenderer and/or any of its Directors/Members freely, voluntarily and without undue duress unconditionally authorises the SANRAL to set off any debt 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:
- (i) acknowledged that he/she knows and understands the contents hereof;
 - (ii) confirmed that he/she has no objection to the taking of the prescribed oath;
 - (iii) that he/she considered the prescribed oath as bidding upon his/her conscience; and
 - (iv) the Regulations contained in the Government Gazette Notice R1258 of July 1972 and R1648 of August 1977 having been complied with.

COMMISSIONER OF OATHS

FORM A2.3: CERTIFICATE OF SINGLE TENDER SUBMISSION

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

- 1. This certificate serves as a declaration by the tenderer that a single tender was submitted.
- 2. In the case of a Joint Venture (JV) 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

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

<ul style="list-style-type: none"> • The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
<ul style="list-style-type: none"> • 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;
<ul style="list-style-type: none"> • 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;
<ul style="list-style-type: none"> • There is no significant indication of active participation by black people identified as top management at strategic decision making level;
<ul style="list-style-type: none"> • An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;
<ul style="list-style-type: none"> • An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
<ul style="list-style-type: none"> • An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;

<ul style="list-style-type: none">• The enterprise displays evidence of circumvention or attempted circumvention;
<ul style="list-style-type: none">• An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
<ul style="list-style-type: none">• 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
<ul style="list-style-type: none">• 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:

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

SIGNATURE:

DATE:

NAME:

POSITION:

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

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
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Notes to Tenderer:

1. 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)
2. 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.
3. 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.
4. 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:
 - i. 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
 - ii. 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.
5. 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.
6. Should the tenderer fail to declare or supply the Employer with credible information in the prescribed form, the tender may be rendered invalid.
7. 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.
8. 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.
9. A separate declaration is required from each DPIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIP, 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 (DPIP's, FPPO's or FIN's) Reporting Form

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

Domestic Prominent Influential Persons, Foreign Prominent Public Officials or Foreign Influential Nationals (DPIP’s, FPPO’s or FIN’s) Reporting Form

MEDIA REPORTS / OTHER SOURCES OF INFORMATION
(Please reference all known negative or damaging media reports associated with the DPIP/FPPO/FIN)

Reporting Person/s:

Full names:		
Designation:		
Department:		
Head of Department:		
Head of Department’s signature:	Date:	
Reporting Person’s signature:	Date:	

DECLARATION / UNDERTAKING BY THE TENDERER

I, the undersigned,
declare that:
1. the information furnished on this declaration form is true and correct.
2. 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

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Notes to tenderer

- 1. The tenderer shall complete the declaration below.**
- 2. In the event of a Joint Venture (JV), each member of the JV shall comply with the above requirements.**

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:

FORM A3.1: BIDDER'S DISCLOSURE (SBD4)

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
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Notes to tenderer:

- i. **Definitions:**
 - a. **"State" means:**
 - any National or Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999);
 - any Municipality of Municipal Entity;
 - Provincial Legislature;
 - National Assembly or the National Council of Provinces; or
 - Parliament.
 - b. **"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.**
- ii. **In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.**
- iii. **If the Form is omitted or blank; or if the tenderer found to have failed to declare conflict or declare false information, The tender will be declared non-responsive and should it be discovered after the award of a contract, contract maybe terminated and tenderer will be ultimately blacklisted.**

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state?

YES/NO

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.3.1. If so, furnish particulars:
.....
.....

3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....

Name of bidder

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

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTION 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

REPEALED

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

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

REPEATED

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

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

The tenderer shall provide a pdf. copy of the supplier registration form from National Treasury Central Supplier Database (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive (refer to Tender Date, Clause C.2.1.1). In the case of a Joint Venture or a Targeted Enterprise, a pdf. supplier registration form must be provided for each member of the Joint Venture of Targeted Enterprise.

Name of Service Provider:

Central Supplier Database Supplier Number:

Supplier Commodity:

Delivery Location:

SIGNED BY TENDERER:

FORM A3.5: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Incorporating SBD6.2)

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Note to tenderer:

1. If the Form is omitted or blank; or
2. If the Form is complete or incomplete, but the minimum threshold/s % local content is below the stipulated threshold.
3. The tender will be declared non-responsive.

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

$$LC = [1 - x / y] * 100$$

Where:

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule – Form A3.6) are not submitted as part of the bid documentation.

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods			Stipulated minimum threshold
Steel value-added construction material products			
Fabricated Structural Steel			100%
Joining/Connecting Components			100%
Fasteners			100%
Wire Products			100%
Ducting and Structural Pipework			100%
Gutters, downpipes & launders			100%
Primary steel construction material products			
Plates (>4.5mm thick and supplied in flat pieces)			100%
Sheets (<4.5mm thick and supplied in coils)			100%
Galvanised and Colour Coated coils			100%
WireRod and Drawn Wire			100%
Sections (Channels, Angles, I-Beams and H-Beams)			100%
Reinforcing bars			100%
Plastic Pipes			
Polyvinyl chloride (PVC) pipes			100%
High density polyethylene (HDPE) pipes			100%
Polypropylene (PP) pipes			100%
Textiles, Clothing, Leather and Footwear			
Textiles			100%
Bagged and bulk cement			
Cement Type	Description	Application	Stipulated Minimum Threshold
Cem I	Pure portland cement with a 95-100% clinker.	All civil and building construction as appropriate	100 %
Cem II	Portland cement containing varying additions of secondary materials, i.e. fly ash, pozzolana, slag, silica fume, or limestone	All civil and building construction as appropriate	100 %
Cem III	Blast furnace cement, 50% OPC, 50% blast furnace slag	All civil and building construction as appropriate	100 %
Cem IV	Pozzolanic cement, OPC and fly ash	All civil and building construction as appropriate	100 %
Cem V	Composite cement: slag and ash cement. Blended cements with more than one blending material	All civil and building construction as appropriate	100 %
Masonry cement	Mixture of Portland cement and plasticizing materials such as limestone to improve setting time	use in mortar, brick, block, and stone masonry construction	100 %

3. Does any portion of the services, works or goods offered have any imported content?

YES		NO		<i>Tick applicable box</i>
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- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on 17/07/2020.

The relevant rates of exchange information is accessible on <https://www.resbank.co.za>.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

- Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL) FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)

ISSUED BY: South African National Roads Agency SOC Limited

N.B.:

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned (full names),
do hereby declare, in my capacity as
of (name of bidder entity)
the following:

- (a) the facts contained herein are within my own personal knowledge;
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) the local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentage for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E.

- d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority/Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No 5 of 2000).

SIGNATURE:

DATE:

WITNESS No. 1:

WITNESS No. 2:

FORM A3.6: LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)****FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

C1	Tender No.:	CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)										Note: VAT to be excluded from all calculations
C2	Tender Description:	FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)										
C3	Designated Product(s):	As listed										
C4	Tender Authority:	South African National Roads Agency SOC Ltd										
C5	Tendering Entity Name:											
C6	Tender Exchange Rate:	Pula	P			EU	€		GBP	£	OTHER (specify)	

		Calculation of Local Content						Tender Summary			
Tender Item No's	List of Items	Tender Price Each (Excl. VAT)	Exempted Imported Value	Tender Value Net of Exempted Imported Content	Imported Value	Local Value	Local Content % (Per Item)	Tender Qty	Total Tender Value	Total Exempted Imported Content	Total Imported Content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
M020.01(a)	Type 1 (large)										
M020.01(b)	Type 2 (small)										
M050.01(b)	Road signs: R- and TR- series										
M050.01(b)(i)	1200mm										
M050.01(b)(ii)	900mm										
M050.01(c)	Road signs: TW- series										
M050.01(c)(i)	1500mm										

M050.01(c)(ii)	1200mm										
M050.01(d)	Rectangular road signs: TGS-, TIN- and TW-series (excluding delineators and barricades)										
M050.01(e)	Delineators										
M050.01(e)(i)	1000mm x 250mm										
M050.01(e)(iii)	Solid rubber moulded heavy duty Bases for sub-item M050.01(e)(i)										
M050.01(f)	Barricades										
M050.01(f)(i)	2400mm x 400mm										
M050.01(f)(ii)	1800mm x 300mm										
M110.03(c)(i)	Areas up to 50m ²										
M110.03(c)(ii)	Areas exceeding 50m ² up to 100m ²										
M110.03(c)(iii)	Areas exceeding 100m ²										
M110.04(a)(i)	Areas up to 50m ²										
M110.04(a)(ii)	Areas exceeding 50m ² up to 100m ²										
M110.04(a)(iii)	Areas exceeding 100m ²										

M110.08(a)	Cement										
M110.08(b)	Lime										
M130.01(d)	Priming of cracks										
M130.01(e)(i)	C-E1 modified binder										
M130.02(a)(i)	65% Cationic bitumen emulsion (5%)										
M130.02(b)(i)	65% Cationic bitumen emulsion (5%)										
M150.02(a)	Hot mix continuously graded asphalt										
M150.02(b)	Cold mix asphalt										
M150.03(a)	Small repair to existing concrete pavements										
M160.01(b)(ii)	Applied by spreader box										
M160.02(a)	Tack coating using 30% stable grade bitumen emulsion										
M160.02(b)(ii)	Applied by spreader box										
M161.01(b)	Slurry applied by spreader box with rigid squeegees in one application for rut filling (Fine Slurry										

	Medium Grade, Modified Cationic Bitumen Emulsion AC-E1)										
M161.02(b)	Slurry applied by spreader box with rigid squeegees in one application for rut filling (Fine Slurry Medium Grade, Modified Cationic Bitumen Emulsion AC-E1)										
M161.03(a)	Application of slurry for rut filling from commercial resources										
M170.02(b)	Cement stabilised natural gravel subbase										
M170.02(c)	Emulsion treated crushed stone base										
M170.02(d)	Crushed stone base (G1)										
M170.02(e)	Hot mix asphalt (continuously graded medium)										

M170.02(f)	Cold mix asphalt (Agreement SA certified)										
M170.03(a)	30% Stable grade emulsion										
M210.03(a)	In concrete (class indicated)										
M210.03(a)(i)	Concrete (Class 15/19)										
M210.03(a)(iii)	Concrete (Class 25/19)										
M210.03(c)	Plastering										
M210.06	Repairing of existing structures (type indicated)										
M210.06(a)	Concrete (class indicated)										
M210.06(a)(i)	Concrete (Class 15/19)										
M210.06(a)(iii)	Concrete (Class 25/19)										
M210.06(a)(iv)	Concrete (Class 30/19)										
M210.06(d)	Plastering										
M210.07	Steel reinforcement										
M210.07(a)	Mild steel bars										
M210.07(b)	High tensile steel bars										
M210.07(c)	Welded steel mesh										
M220.04(a)	Unplasticized PVC pipes and										

	fittings, normal duty, complete with couplings										
M220.04(a)(i)	110 mm slotted pipe										
M220.04(a)(ii)	150 mm slotted pipe										
M220.04(a)(iii)	110 mm perforated pipe										
M220.04(a)(iv)	150 mm perforated pipe										
M220.04(b)	High density type polyethylene pressure pipes and fittings, complete with couplings (state size, type and class and whether or not perforated)										
M220.04(b)(i)	110 mm										
M220.04(b)(ii)	150 mm										
M220.05	Polyethylene sheeting 0,25 mm thick										
M220.06	Synthetic fibre filter fabric										
M220.07	Composite in-place drainage systems										
M220.08	Inlet and outlet structures										
M220.08(a)	Rodding eyes										
M220.08(b)	Outlet structures										

M280.02	Cast in situ concrete										
M280.02(a)	Linings (Class 30/19)										
M280.02(b)	Chutes (Class 30/19)										
M280.02(c)	Channels for kerb and channel (Type 7 mountable kerb - refer drawing N-01-V1) (Class 30/19)										
M280.02(d)	Concrete berms										
M280.03	Concrete screed or backfill below chutes (class indicated)										
M280.04	Precast concrete kerbing and chutes										
M280.04(a)	Kerbing (Figure 7)										
M280.04(b)	Chutes (Class 30/19)										
M280.05	Steel reinforcement										
M280.05(a)	Mild steel bars										
M280.05(b)	High tensile steel bars										
M280.05(c)	Welded steel mesh										
M280.06	Sealed joints in concrete lining										

	of open drains (10mm width)										
M280.08(a)	Corrugated steel										
M280.08(b)	Plastic										
M280.08(c)	Concrete (Class 30/19)										
M310.06	New gates										
M310.06(a)	Single leaf (4.8m galvanised)										
M310.06(a)(i)	Stock-proof fences										
M310.06(a)(ii)	Vermin-proof fences										
M310.06(a)(iii)	Pedestrian fence										
M310.06(a)(iv)	Security fences										
M310.06(b)	Double leaf (4.8m galvanised)										
M310.06(b)(i)	Stock-proof fences										
M310.06(b)(ii)	Vermin-proof fences										
M330.01(d)(i)	Ordinary Portland cement										
M330.01(d)(ii)	Road lime										
M410.02(a)	Hazard plate and post (W401/402)										
M410.02(a)(i)	600 mm x 150 mm										
M410.02(a)(ii)	800 mm x 150 mm										

M410.02(a)(iii)	1200 mm x 300 mm										
M410.02(b)	Hazard Plate (W401/402)										
M410.02(b)(i)	600 mm x 150 mm										
M410.02(b)(ii)	800 mm x 150 mm										
M410.02(b)(iii)	1200 mm x 300 mm										
M410.02(c)	Hazard plate and post (W405/406)										
M410.02(c)(i)	450mmx450mm										
M410.02(c)(ii)	600mmx600mm										
M410.02(c)(iii)	900mmx900mm										
M410.02(d)	Hazard Plate (W405/406)										
M410.02(d)(i)	450mmx450mm										
M410.02(d)(ii)	600mmx600mm										
M410.02(d)(iii)	900mmx900mm										
M410.03	Reference marker boards										
M410.03(a)	Reference marker board and post										
M410.03(a)(i)	km Triangular board										
M410.03(a)(ii)	Board Drawing No SP-S-1-3/3										
M410.03(b)	Reference marker boards										
M410.03(b)(i)	km Triangular board										
M410.03(b)(ii)	Board Drawing No SP-S-1-3/3										

M410.04(a)	Steel tubing (50mm x 50mm x 3mm)										
M410.04(b)	Timber										
M410.04(b)(i)	100 - 125 mm										
M410.04(b)(ii)	125 - 150 mm										
M410.04(b)(iii)	150 - 175 mm										
M410.04(b)(iv)	175 - 200 mm										
M410.04(b)(v)	200 - 225 mm										
M410.10(a)	Retroreflective material (prism grade)										
M410.10(a)(i)	SABS 1519 ClassII material										
M410.10(a)(ii)	SABS 1519 ClassIII material										
M410.10(a)(iii)	SABS 1519 ClassIV material										
M410.10(a)(iv)	1mm thick chromadek plate only										
M410.10(a)(v)	1.4 mm thick Chromadek or approved plate as per SANS 1519-2										
M410.14	Supply of Road Signs										
M410.14(a)	Road signs:R - and TR- series										
M410.14(a)(i)	900mm										
M410.14(a)(ii)	1200mm										
M410.14(b)	Road signs: W- series										
M410.14(b)(i)	1200mm										

M410.14(b)(ii)	1500mm										
M410.14(c)	Road signs: TW- series										
M410.14(c)(i)	1200mm										
M410.14(c)(ii)	1500mm										
M420.03	Painting of metal road sign elements										
M420.03(a)	Road sign supports										
M420.03(b)	Road sign frames										
M440.01	Supply and erection of new galvanised guard rails										
M440.01(a)	3,81 m guardrail										
M440.01(b)	4 m guardrail										
M440.02	Supply and erection of new galvanised curved guard rails factory bent to a radius of less than 45,0 m										
M440.02(a)	3,81 m guardrail										
M440.02(b)	4 m guardrail										
M440.03(a)	Additional timber posts for payment item M440.01, M440.02										
M440.03(a)(i)	Timber Post										

M440.03(a)(ii)	Steel post										
M440.03(a)(iii)	Steel post (sigma post)										
M440.03(b)(ii)	Steel post										
M440.04(a)	End wings										
M440.04(a)(i)	3,81 m guardrail										
M440.04(a)(ii)	4 m guardrail										
M440.04(b)	Terminal sections in accordance with the drawings where single guard rail sections are used										
M440.04(b)(i)	3,81 m guardrail										
M440.04(b)(ii)	4 m guardrail										
M440.04(c)	Terminal sections in accordance with the drawings where double guard rail sections are used										
M440.04(c)(i)	3,81 m guardrail										
M440.04(c)(ii)	4 m guardrail										
M440.04(d)	Bull nose end units										
M440.04(d)(i)	3,81 m guardrail										
M440.04(d)(ii)	4 m guardrail										

M440.04(e)	End unit connecting to Bridge barrier										
M440.05	Guard rail reflectors										
M440.07(a)	Supply of new guardrails										
M440.07(b)	Supply of new curved guardrails										
M440.07(c)	Timber posts										
M440.07(d)	Spacer blocks										
M440.07(e)	Steel posts										
M440.07(f)	Guardrail reflectors										
M440.07(f)(i)	Type D1 (A)										
M440.07(f)(ii)	Type D1 (B)										
M440.07(f)(iii)	Type V										
M440.07(g)	End Units										
M440.07(g)(i)	End wings										
M440.07(g)(ii)	Terminal sections with single guardrails										
M440.07(g)(iii)	Terminal sections with double guardrails										
M440.07(g)(iv)	Bull nose end units										
M440.11	Painting of guardrails										
M440.13	Procurement of Wire Rope safety fence materials										

M440.13(a)	Procurement of Wire Rope Safety Fence (WRSF) materials										
M440.14(a)	Repair of Wire Rope Safety Fence Installation										
M440.14(b)	Post footings										
M440.14(c)	Anchor Blocks										
M440.16(a)	Installation and repair of Impact Antennators - Crash Cushion										
M440.17(a)	Safe Fence materials										
M440.17(a)(i)	Stainless steel rigging screws										
M440.17(a)(ii)	Stainless steel swage fittings										
M440.17(a)(iii)	Stainless steel flat bar to end anchor										
M440.17(a)(iv)	Galvanised steel post										
M440.17(a)(v)	Stainless steel stiffening frame										
M440.17(a)(vi)	Steel spreader to end post										
M440.17(a)(vii)	Plastic spreader										
M440.17(a)(viii)	Plastic ground cover										
M440.17(a)(ix)	Plastic post caps										

M440.17(a)(x)	Reflective strips to post caps (Class 3 High Int)										
M440.17(a)(xi)	Reflective strips to post (Class 3 High Int)										
M440.17(a)(xii)	Pastic ties to post cap										
M440.17(a)(xiii)	Galvanised wire rope										
M440.17(a)(xiv)	End anchor frames galvanised										
M440.17(a)(xv)	Pre cast footings 200 diameter x 600 mm										
M440.17(b)	Brifen materials (Highway Safety Products)										
M440.17(b)(i)	Wire rope including threaded terminals										
M440.17(b)(ii)	Wire rope excluding threaded terminals										
M440.17(b)(iii)	Threaded terminals, excluding swaging										
M440.17(b)(iv)	Rigging screw										
M440.17(b)(v)	Safety check rope										

M440.17(b)(vi)	Rope connection										
M440.17(b)(vii)	Line post "S" type										
M440.17(b)(viii)	Deflection post "S" type										
M440.17(b)(ix)	Locating peg (6mmx25mm galv bolt & nut)										
M440.17(b)(x)	Cap & reflective material (incl cable ties) Class 3 High intensity reflective material										
M440.17(b)(xi)	Pre cast socket with galvanised sleeve										
M440.17(b)(xii)	Excluder / dust cover										
M440.17(b)(xiii)	End anchor frame "Z"										
M440.17(b)(xiv)	Cast in situ anchor complete										
M450.01	Supply and erection of dazzle screens										
M450.01(a)	Metal										
M450.01(b)	Timber										
M450.02	Supply and erection of dazzle screen supporting posts										
M450.02(a)	Metal										

M450.02(b)	Timber										
M460.01(a)	White lines (broken or unbroken) (width of line indicated)										
M460.01(a)(i)	100mm wide										
M460.01(a)(ii)	150mm wide										
M460.01(a)(iii)	200mm wide										
M460.01(a)(iv)	300mm wide										
M460.01(a)(v)	500mm wide										
M460.01(b)	Yellow lines (broken or unbroken) (width of line indicated)										
M460.01(b)(i)	100mm Wide										
M460.01(b)(ii)	150mm Wide										
M460.01(b)(iii)	300mm wide										
M460.01(c)	Red lines (broken or unbroken) (width of line indicated)										
M460.01(c)(i)	100mm wide										
M460.01(c)(ii)	150mm wide										
M460.01(c)(iii)	300mm wide										
M460.01(d)	White lettering and symbols										
M460.01(e)	Red lettering and symbols										
M460.01(f)	Transverse lines, painted island and arrestor bed										

	markings (any colour)										
M460.02	Retro-reflective road-marking paint:										
M460.02(a)	White lines (broken or unbroken) (width of line indicated)										
M460.02(a)(i)	100mm wide										
M460.02(a)(ii)	150mm wide										
M460.02(a)(iii)	200mm wide										
M460.02(a)(iv)	300mm wide										
M460.02(a)(v)	500mm wide										
M460.02(b)	Yellow lines (broken or unbroken) (width of line indicated)										
M460.02(b)(i)	100mm Wide										
M460.02(b)(ii)	150mm Wide										
M460.02(b)(iii)	300mm wide										
M460.02(c)	Red lines (broken or unbroken) (width of line indicated)										
M460.02(c)(i)	100mm wide										
M460.02(c)(ii)	150mm wide										
M460.02(c)(iii)	300mm wide										
M460.02(d)	White lettering and symbols										
M460.02(e)	Red lettering and symbols										

M460.02(f)	Transverse lines, painted island and arrestor bed markings (any colour)										
M460.03	Plastic road marking material (specify particulars)										
M460.03(a)	White lines (broken or unbroken) (width of line indicated)										
M460.03(a)(i)	100mm wide										
M460.03(a)(ii)	150mm wide										
M460.03(a)(iii)	200mm wide										
M460.03(a)(iv)	300mm wide										
M460.03(a)(v)	500mm wide										
M460.03(b)	Yellow lines (broken or unbroken) (width of line indicated)										
M460.03(b)(i)	100mm Wide										
M460.03(b)(ii)	150mm Wide										
M460.03(b)(iii)	300mm wide										
M460.03(c)	Red lines (broken or unbroken) (width of line indicated)										
M460.03(c)(i)	100mm wide										
M460.03(c)(ii)	150mm wide										

M460.03(c)(iii)	300mm wide										
M460.03(d)	White lettering and symbols										
M460.03(e)	Red lettering and symbols										
M460.03(f)	Transverse lines, painted island and arrestor bed markings (any colour)										
M510.02(d)	Synthetic-fibre filter fabric										
M510.08(a)	Herbicide										
M510.08(a)(i)	Selective										
M510.08(a)(ii)	Non selective (contractor to specify brand name)										
M510.08(b)	Ant poison (Contractor to specify brand name)										
M510.09	Biodegradable Fabric										
M510.09(a)	Biodegradable woven fabric, jute yarn										
M520.03(a)	Gabion baskets (1m x 1m x 1m, mesh 80 x 100mm, 2,5mm diameter wire)										
M520.03(b)	PVC-coated gabion baskets (1m x 1m x 1m, mesh 80 x										

	100mm, 2,5mm diameter wire)										
M520.03(c)	Gabion mattresses (depth of mattress, mesh 80 x 100mm, 2,2mm diameter wire, 600mm diaphragm)										
M520.03(d)	PVC-coated gabion mattresses (depth of mattress, mesh 80 x 100mm, 2,2mm diameter wire, 600mm diaphragm)										
M520.04	Geotextile										
M910.03	Equipment and Transport										
M910.03(a)	Tipper Trucks										
M910.03(a)(i)	3 to 5 ton capacity										
M910.03(a)(ii)	More than 5 ton capacity										
M910.03(b)	Loader (0,5 m3) bucket										
M910.03(c)	Grader(CAT 140G or similar)										
M910.03(d)	Compactor (Bomag BW 90 or similar)										

M910.03(e)	Water truck (5 000 l)										
M910.03(f)	Mechanical broom										
M910.03(g)	Tractor-trailer combination (43 kW, 3 ton min.)										
M910.03(h)	Suitable truck/bus for transporting labourers										
M910.03(i)	Safety vehicle for pre-marking purposes										
M910.03(j)	Compressor (air) including hoses and tools										
M910.03(k)	Dewatering pump including generators and accessories										
M910.03(l)	Mobile electric welding sets and accessories										
M910.03(m)	Cutting torch with mobile electric & oxy acetylene installation										
M910.03(n)	Mobile concrete mixers										
M910.03(o)	Flat bed truck										
M910.03(p)	Light delivery vehicle (LDV)										
M910.03(q)	Centremount cranes										

M910.03(r)	Portable generator set (6.5 KVa)										
M910.03(s)	TLB										
M910.03(t)	Bobcat										
M910.03(u)	Excavator (2-6 ton pneumatic tyres)										
M910.03(v)	Excavator (18-22 ton tracked)										
M910.03(w)	Sky-jack 5 m										

Signature of tenderer from Annexure B:
(SANS 1286.2017)

Date: _____

(C20) Total Tender Value	R	
(C21) Total Exempt Imported Content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported Content	R	
(C24) Total Local Content	R	
(C25) Average Local Content % of tender		%

CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)**FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)****ANNEXURE D: IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEXURE C**

(D1)	Tender No.:	CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)										Note: VAT to be excluded from all calculations
(D2)	Tender Description:	FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)										
(D3)	Designated Product(s):	As listed										
(D4)	Tender Authority:	South African National Roads Agency SOC Ltd										
(D5)	Tendering Entity Name:											
(D6)	Tender Exchange Rate:	Pula	P		EU	€		GBP	£			

A. Exempted imported content				Calculation of imported content						Summary	
Tender item No's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item No's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender Qty	Exempted imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party R0

CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE 21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R 0

Signature of tenderer from Annexure B:
(SATS 1286.2011) _____

Date: _____

(D53) Total of imported content & foreign currency payments -
(D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE 21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

**ANNEXURE E: IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO
ANNEXURE C**

(E1)	Tender No.:	CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)	Note: VAT to be excluded from all calculations
(E2)	Tender Description:	FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE 21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)	
(E3)	Designated Product(s):	As listed	
(E4)	Tender Authority:	South African National Roads Agency SOC Ltd	
(E5)	Tendering Entity Name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0
(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
(E13) Total local content			R 0
This total must correspond with Annex C - C24			

Signature of tenderer from Annexure B:
(SATS 1286:2011)

Date:

FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N33 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

PAGE	DESCRIPTION

Note to tenderer:
Deviations or Qualifications could result in the tender being declared non-responsive.

SIGNED BY TENDERER:

FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE 21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED BY TENDERER:

FORM A6: CERTIFICATES OF TAX COMPLIANCE STATUS (Incorporating SBD2)

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

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

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

SIGNATURE:

DATE:

SIGNED BY TENDERER:

FORM A7: CERTIFICATE OF INSURANCE COVER

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Note to Tenderer:

- 1. 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:

- i) Name of Tenderer:
- ii) Period of Validity:
- iii) 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

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

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 clause C.3.13 (b) of the Tender Data.
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 SANRAL at its sole discretion is not satisfied with the financial capability of the tenderer as a result of whatsoever nature and reason, SANRAL reserves the right to invoke the provisions under tender data C.3.13. In addition, SANRAL 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 C.3.13.(b) of the CIDB Standard Conditions of Tender.
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 a bank letter head)

RE:ACCOUNT CONDUCT AND CASHFLOW CONFIRMATION

To Whom It May Concern:

We hereby confirm that (**Tenderer Name**) has been banking with Bank for a period of 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 R... (**insert Tender amount**) for contract SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)

- i) Name of Account Holder:
- ii) Account Number:
- iii) Bank name:
- iv) Branch Number:

v) Bank and branch contact details.....

Yours Sincerely,

Name _____ Signature _____



FORM A9: DECLARATION OF TENDERER’S LITIGATION HISTORY

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Note to Tenderer:

1. 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.

Client	Other litigating party	Dispute	Award value	Date resolved

SIGNED BY TENDERER:

FORM A9.3: COMPLIANCE WITH LABOUR LEGISLATION DECLARATION

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 &12 AND N17 SECTION 2 (EKURHULENI RRM)**

Note to Tenderer:

- 1. Tenderers must be registered with the Bargaining Council for the Civil Engineering Industry (BCCEI) or the relevant Bargaining Council.
- 2. Tenderers must append to this schedule (Form A9.3: Compliance with Labour Legislation) a letter of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance/validity at the time of tender or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.
- 3. Only those tenders submitted by tenderers who are in good standing with the BCCEI or any relevant applicable legislated bargaining council at the time of the tender award will be declared responsive.
- 4. Each party to a Consortium/Joint Venture shall append separate certificates for each party in the above regard.
- 5. The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED BY TENDERER:

FORM A10: SCHEDULE OF CURRENT COMMITMENTS

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Notes to tenderer:

1. The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 20 contracts and 20 tenders. If a tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.

Table 1: CONTRACTS AWARDED				
Employer	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Table 2: TENDERS NOT YET AWARDED				
Employer	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

SIGNED BY TENDERER:

FORM A11: CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

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 the Department of Labour in terms of section 80 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) (COID).**
- 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 60 months preceding the date of this tender.**

SIGNED BY TENDERER:

FORM A12: REGISTRATION WITH CIDB

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

- (a) If the tenderer is not registered on CIDB within the required contractor grading at the tender closing date or the tenderer has not declared interest of application to upgrade the grading and also failed to submit the new registered grading within 21 days after tender closure, the tender will be declared non-responsive.

The tenderer shall provide a printed copy of the Active Contractor’s Listing off the CIDB website www.cidb.org.za. Tenderers whose CIDB registration expires within 21 days after close of tender shall attach proof of their application for re-registration (refer to tender data clause C.2.1.1). 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.

Complete the following details of his registration with the Construction Industry Development Board.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Registration expiry date:

SIGNED BY TENDERER:

**FORM A13.1: PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION
(Incorporating SBD6.1)**

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Notes to Tenderer:

1. The tenderer shall attach to this form a valid B-BBEE verification certificate issued in accordance with:
 - the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry.
 - in the event that the Measured Entity operates in more than one sector or sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of Annual Revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes.
2. The certificate shall:
 - have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
 - be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and
 - be valid at the original advertised tender closing date; and
 - have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C2..15).
3. In the event of a joint venture (JV), a valid project specific consolidated (must contain SANRAL contract number) B-BBEE Verification Certificate in the name of the JV shall be attached.
4. The attached verification certificate and the associated assessment report shall comply with the requirements of Tender Data clause C.3.11.8 and shall identify:
 - (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the verification certificate.
 - (e) A unique identification number.
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
 - (h) The category (Generic, QSE, Exempt) in which the tenderer has been measured.
 - (i) The B-BBEE status level.
 - (j) The South African National Accreditation System (SANAS) logo on the verification certificate once verification agencies have been accredited.
 - (k) The B-BBEE procurement recognition level.
 - (l) The score achieved per B-BBEE element.
 - (m) The % black shareholding.
 - (n) The % black women shareholding.
 - (o) The % black persons with disabilities shareholding
 - (p) The % black youth shareholding
 - (q) The % black people living in rural or underdeveloped areas or townships shareholding
 - (r) The % black military veterans shareholding
 - (s) The value added status of the tenderer.

5. The 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 or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form.
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 the 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 not claim preference points; or
 - e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements (e.g. 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 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 B-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 R3 million (Contractors) instead of a B-BBEE Certificate; or
 - ii. QSE submits Sworn Affidavit (Consultants and Contractors) instead of a B-BBEE Certificate
 - l) If the B-BBEE Certificate is not valid, A valid BBEE Certificates shall contain:
 - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
 - Value-Added Tax number, where applicable.
 - The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
 - B-BBEE status with corresponding procurement recognition level.
 - The relevant Codes used to issue the B-BBEE verification certificate.
 - Date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
 - Financial period which was used to issue the B-BBEE Verification Certificate
 - m) If the Sworn Affidavit is not valid, a 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 an officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.**

SIGNED BY TENDERER:

FORM A13.2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (INCORPORATING SBD6.1)

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Notes to tenderer:

1. 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
2. **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:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (b) **“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.
- (c) **“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.
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

- (e) **“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.
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts.
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (i) **“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.
- (j) **“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

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

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 will 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

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-complaint 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 or 20 points)
(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		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be sub-contracted: %
- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor:
- iv) Whether the sub-contractor is an EME or QSE (***Tick applicable box***)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
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		
OR		

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*)

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION (*Tick applicable box*)

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ 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:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) 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;
- iv) 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:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) 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;
 - (d) 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
 - (e) forward the matter for criminal prosecution.

WITNESSES:

2022

.....
SIGNATURE(S) OF BIDDERS(S)

(f)
(g)
(h)

FORM A14: FORM SBD1 – INVITATION TO BID

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED					
BID NUMBER:	NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)	CLOSING DATE:	26 April 2023	CLOSING TIME:	11:00
DESCRIPTION	FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: The Regional Manager (Northern Region), 38 Ida Street, Menlo Park, Pretoria, 0081					
ALL ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON					
TELEPHONE NO					
FACSIMILE NO					
E-MAIL ADDRESS	procurementNR3@sanral.co.za				
SUPPLIER INFORMATION					
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	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX 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

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
1.3. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. THROUGH THE SARS WEBSITE, WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA/JOINT VENTURES/SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS/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 PERSONS IN THE SERVICE OF THE STATE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS will render the tenderer's offer non-responsive and it will not be considered

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

FORM A15: DECLARATION OF TENDERER’S FINANCIAL SUBMISSION

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Notes to tenderer:

- 1. The signatory for the tenderer shall complete and sign this form declaring his/her understanding of the document taking note of the points extracted below as contained in the tender document.**
- 2. If the tenderer is a joint venture, a separate declaration is required from each member of the Joint Venture.**

I, the undersigned, declare that:

- 1. I have submitted a balanced tender and have not tendered any negative rates. We accept the risk of doing any work at our own tendered rates. I will rebalance my unit rates on request from the Employer where any unduly low rates are pointed out. I realise that by balancing my unit rates my tender amount will remain unchanged.
- 2. I am aware of Clause D1009 and confirm that it was considered in finalizing the submitted BOQ.
- 3. I am aware that the approval and structuring of work packages including the scope and extent of the work packages ultimately lies with the Project Management Team (PMT).
- 4. We understand and accept Clause D1003 relating to the calculation of penalties/bonuses with respect to CPG Targets and accept any penalty arising from it.
- 5. I am aware that sections M200, M300, M400, M600, M7100, M7200 will be performed by the Main Contractor for 60 months and will not be sublet.
- 6. Series M1000 can be performed by the Main Contractor for any duration of the contract or sublet in terms of Part D. This allowance should be monitored in order to still achieve the required CPG targets of the contract.
- 7. All other sections will be performed for the initial 6 months or until subcontractors have been appointed in term of Part D of this document whichever comes first. These remaining sections will be performed by Targeted Enterprises for the remainder of the Contract unless otherwise instructed by the Engineer in cases of emergency.
- 8. No subcontracting shall be allowed unless it follows the Part D subletting process.

The above information is to the best of my knowledge true and accurate.

SIGNATURE:

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

The deponent having:

- (i) acknowledged that he/she knows and understands the contents hereof;
- (ii) confirmed that he/she has no objection to the taking of the prescribed oath;
- (iii) that he/she considered the prescribed oath as bidding upon his/her conscience; and

COMMISSIONER OF OATHS

FORM B1: SCHEDULE OF WORK EXPERIENCE AND PAST PERFORMANCE

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Notes to tenderer:

1. The Tenderer shall enter in the spaces provided below a complete list of three (3) recent civil engineering contracts awarded to him. Attached to this list shall be the accompanying duly signed CIDB Contractors Performance Evaluation (Government Gazette No. 36760, 23 August 2013) for each project specified confirming the performance score claimed or official reference letters from previous employer(s).
2. For completed contracts -The Tenderer shall submit duly signed CIDB Contractor Performance Reports or an official reference letters from previous employer(s) based on previous similar projects scoring a total of Zero (0), Adequate or above on each project in order to qualify for this project.. The performance score per report shall be the total of all categories added together to achieve a score out of a maximum of twelve (12) points.
3. For projects in progress- latest performance letters are required confirming tenderers Performance Rating by the project Employer or duly signed Interim Contractors Performance Reports as prescribed by the CIDB shall be submitted. The interim performance Rating shall be in line with CIDB method. No listed project shall have an overall Performance Rating less than zero (0)
4. If the tenderer's experience does not meet the stipulated minimum requirement, or does not respond within stated period when requested to do so; the tender will be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data

EMPLOYER (NAME, TEL NO & FAX NO)	CONSULTING ENGINEER (NAME, TEL NO & FAX NO)	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED	CIDB PERFORMANCE RATING (-6 to 12) (Not required where an official reference letters from previous employer(s) is attached)
TOTAL					

Government Gazette No. 36760, 23 August 2013 is included as a separate document

SIGNED BY TENDERER:

FORM B2: SCHEDULE OF CONTRACTOR'S EQUIPMENT**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE 21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

The tenderer shall state below what equipment will be immediately available for this contract, what equipment will become available by virtue of outstanding orders, and what further equipment will be acquired or hired for the work should he be awarded the contract.

- a) EQUIPMENT IMMEDIATELY AVAILABLE (I)
- b) EQUIPMENT ON ORDER (O)
(State details of arrangements made, with delivery dates)
- c) EQUIPMENT THAT WILL BE ACQUIRED OR HIRED (H)
(State details of delivery arrangements)

Note to tenderer: State with relevant symbol in the availability column.

PLANT AND EQUIPMENT TYPE	NUMBER TO BE USED ON THIS PROJECT	DATE OF MANUFACTURE	AVAILABILITY (State either I, O or H)
Tipper – 3t to 5t	2		
TLB	1		
Compactor (Bomag)	2		
Water Truck (5000 litre and up)	1		
Water Bowser (1 Fire Fighting)	1		
Flatbed truck	1		
Centre-mount crane truck	1		
Mechanical Broom	2		
Dewatering pump	1		
Compressor air including hoses and tools (150 to 200 litres)	1		
Brush cutter	150		
Tractor & Slashers (900mm to 1.2m)	6		
Skid Steer (Bobcat)	1		
Route Patrol - LDV	3		
Emergency Vehicle, trailer and equipment	2		
Attenuator Trucks as specified	6		
Concrete Mixer (400 litre)	1		
Concrete Mixer (500 litre)	1		
Portable Generator 8kva	1		
Welding set	1		
Cutting torch and equipment	1		

SIGNED BY TENDERER:

FORM B3: SCHEDULE OF SUBCONTRACTORS

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

With regard to sub-clause 4.4 of the FIDIC Conditions of Contract for Construction, 1999 as amended, the tenderer shall not be allowed to subcontract any work that is not in accordance with Part D of this document and which will not form part of the Contract Participation Goal (CPG).

By signing this form I acknowledge that all intended subcontracting will take place after award in the Contract phase accordance with Part D.

SIGNED BY TENDERER:

FORM C1: CONTRACTOR’S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Note to tenderer:
If the tenderer should require additional compensation for his obligations under section M0300 (over and above the total tendered for items M030.01, M030.02, and M030.03) by including such additional compensation in the tendered rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be set out in a letter attached to this form.

Should the extended and combined total tendered for:

The Contractor’s general obligations:

- M030.01 : Fixed obligations
- M030.02 : Value Related obligations
- M030.03 : Time-related obligations

exceed a maximum of 15 % of the Accepted Contract Amount, the Tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

The Employer 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 Tender Data clause C.3.9 contained in this volume.

Total tendered for Items M030.01, M030.02 and M030.03 expressed as a percentage of the tender sum (excluding VAT)%

SIGNED BY TENDERER:

FORM C2: SCHEDULE OF SPECIAL MATERIALS

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Notes to tenderer:

1. Refer to part C1.2.1 Conditions of Contract where subclause 13.8 of the FIDIC General Conditions of Contract has been amended.
2. Only net bitumen content of asphalt and bituminous products shall be subject to rise and fall and no account shall be taken of transport, emulsifiers, diluents or modifiers that may be supplied ex refinery or added later.
3. For the purpose of clarity when using this form, a supplier is any company (including refineries) that supplies to a tenderer a bituminous product that it manufactures using bitumen as the sole or blended ingredient in the product. A tenderer shall, in compliance with note 4 below, attach to this form a letter of supply from each supplier it intends using in the performance of the contract.
4. Tenderers shall append to this page the following information on a letterhead from their selected supplier:
 - the supplier's company registration and address details; and
 - the product range available including refinery from which the base bitumen is drawn; and
 - the net base bitumen type and content for each product; and
 - the supply price (excluding VAT and any discounts but including all other obligatory taxes and levies) to the tenderer for the net bitumen base content of each product; and
 - the date from which the supply prices apply.
5. Rise and fall adjustments shall only be made upon receipt by the engineer of the appropriate letters of supply in compliance to note 4 above, but with the changed supply prices and date of application, as well as reasons for the changes.
6. A change of supplier may be permitted, but only upon application to the engineer with the appropriate letters of supply in compliance to Note 4 above and approval thereof.
7. Non-disclosure of reduction in supply prices shall be deemed a contractor's deliberate action to defraud the Employer and grounds for the Employer, at its sole discretion, to terminate the contract.

Each material dealt with as a special material in terms of FIDIC clause 13.8 as amended is stated in the list below. The rates and prices for the special materials shall be furnished by the tenderer as an attachment to this Form B2, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT*	RATE OR PRICE FOR THE BASE MONTH
Bitumen (Net bitumen content) Penetration Grade Bitumen 35/50 Penetration Grade Bitumen 50/70 Penetration Grade Bitumen 70/100 AE-2 NC 30 Cutback	Ton	As stated on supplier's letter attached to this form.

*Indicate whether the material will be delivered in bulk or in containers.

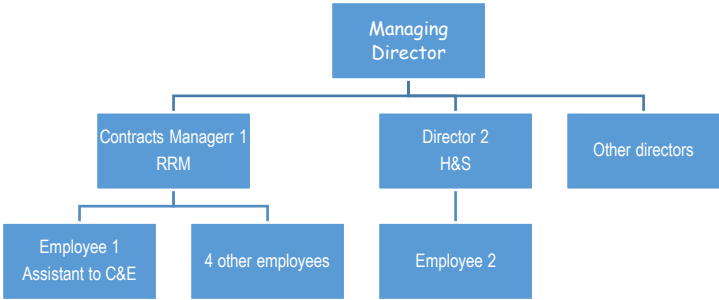
SIGNED BY TENDERER:

FORM C3: ORGANISATIONAL STRUCTURE

CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)

Notes to tenderer:

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. Registered professional engineers, technicians or technologists means those who are involved in civil engineering/road construction. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.
- 6. 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 and submit Forms C4 to C8. The minimum requirements for each key person are listed under clause C3.1.17.2.
- 7. The same person may perform multiple roles within a Company, however the Contractor's Representative and the Targeted Group Development Coordinator are dedicated positions and they cannot occupy the position of another key person.



Head Office:	State City/Town. See note 4.
Other Offices:	Only list number, See note 4
Registered Professionals: ECSA or in terms of ECSA approved International Agreements (PrEng, PrTechEng, PrCertEng, PrTechniEng)	See note 5
Registered Professionals: SACPCMP (PrCM)	See note 5
Total Employees:	
% share in JV agreement:	State 100% if no JV

Name of employee	Position in team	Estimated monthly hours	Relevant specialist areas of knowledge demonstrating suitability for position
	Managing Director		
	Registered person within Company (Compulsory only for projects advertised as 7CE and higher)		
	Contracts Manager		
	Contractor's Representative (Construction Manager)		
	Construction health and safety officer (CHSO) within company		
	Targeted Group Development Coordinator		

FORM C4: KEY PERSONNEL EXPERIENCE - CONTRACTS MANAGER

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Note to tenderer:
The tenderer shall provide details of previous experience required for this project. The tenderer is referred to the tender data clause C3.1.17.2 and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer, in order for the tenderer to be eligible to submit a tender for this project. Proof of registration, if applicable, should be appended to this form.
a) If the tenderer’s experience does not meet the stipulated minimum requirement or does not respond within stated period when requested to do so; the tender will be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data..

NAME	POSITION IN TEAM	ID No	HIGHEST ENGINEERING QUALIFICATION	NO OF YEARS EXPERIENCE IN CIVIL ENGINEERING/ROAD CONSTRUCTION
	Contracts Manager			

Technical/Managerial Experience
(List only the most recent 5 projects of the key staff 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:



FORM C5: KEY PERSONNEL EXPERIENCE - CONTRACTOR'S REPRESENTATIVE

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Note to tenderer:

The tenderer is referred to clause C3.1.17.2 and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer in order to be considered for award of this contract. Proof of registration where applicable should be appended to this form.

- a) If the tenderer's experience does not meet the stipulated minimum requirement or does not respond within stated period when requested to do so;
the tender will be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data.

NAME	POSITION IN TEAM	ID No	HIGHEST ENGINEERING QUALIFICATION	NO OF YEARS EXPERIENCE IN CIVIL ENGINEERING/ROAD CONSTRUCTION
	Contractor's Representative (Construction Manager)			

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff 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:



FORM C6: KEY PERSONNEL EXPERIENCE – CONSTRUCTION HEALTH AND SAFETY OFFICER (CHSO) WITHIN COMPANY

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE 21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Note to tenderer:
The tenderer is referred to clause C3.1.17.2 and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer in order to be considered for award of this contract. Proof of registration where applicable should be appended to this form.
a) If the tenderer’s experience does not meet the stipulated minimum requirement or does not respond within stated period when requested to do so; the tender will be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data.

NAME	POSITION IN TEAM	ID No	HIGHEST ENGINEERING QUALIFICATION	SACPCMP Reg No	SACPCMP CATEGORY	NO OF YEARS EXPERIENCE IN CIVIL ENGINEERING/ROAD CONSTRUCTION
	Construction health and safety officer (CHSO) within company					

Technical/Managerial Experience
(List only the most recent 5 projects of the key staff 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: _____



FORM C7: KEY PERSONNEL EXPERIENCE – TARGETED GROUP DEVELOPMENT COORDINATOR**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)****FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE 21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)****Note to tenderer:**

The tenderer is referred to clause C3.1.17.2 and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer in order to be considered for award of this contract. Proof of registration where applicable must be appended to this form.

- a) If the tenderer's experience does not meet the stipulated minimum requirement or does not respond within stated period when requested to do so; the tender will be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data.

NAME	POSITION IN TEAM	ID No	HIGHEST ENGINEERING QUALIFICATION	ECSA/SACPCMP REG No	REGISTRATION CATEGORY	NO OF YEARS EXPERIENCE IN CIVIL ENGINEERING/ROAD CONSTRUCTION
	Targeted Group Development Coordinator					

Technical/Managerial Experience**(List only the most recent 5 projects of the key staff 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:



FORM C8: KEY PERSONNEL EXPERIENCE – REGISTERED PERSON WITHIN THE COMPANY

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Note to tenderer:
The tenderer is referred to clause C3.1.17.2 and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer in order to be considered for award of this contract. Proof of registration where applicable must be appended to this form.
a) If the tenderer’s experience does not meet the stipulated minimum requirement or does not respond within stated period when requested to do so;
the tender will be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data.

NAME	POSITION IN TEAM	ECSA REG. No	ECSA CATEGORY	SACPCMP REG No	SACPCMP CATEGORY	HIGHEST ENGINEERING QUALIFICATION	NO OF YEARS EXPERIENCE IN CIVIL ENGINEERING/ROAD CONSTRUCTION

Technical/Managerial Experience
(List only the most recent 5 projects of the key staff 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:

FORM D5.1: TENDERER'S EXPERIENCE BASED ON COMPLETED PROJECTS**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)****FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)****Note to tenderer:**

1. The tenderer shall provide details of previous experience required for this project in the spaces provided below and attach contract performance evaluation certificates in the form of CIDB Contractor Performance Reports or an official reference letters from previous employer(s)
2. The Tenderer must have satisfactorily completed three (3) projects with a minimum value of R13.5 Million between 1st January 2008 and the date of tender submission
3. The Tenderer shall have completed each of the listed projects as either a prime contractor or joint venture member or management contractor or sub-contractor. The listed project's scope of work shall substantially match that of the subject project's scope of work.
4. Each listed project shall have a Performance Rating not less than zero (0) Adequate, as rated in terms of the CIDB Performance Rating system or official reference letters from previous employer(s).
5. For listed projects where the Tenderer participated as a joint venture member or sub-contractor, the Tenderer shall state the value (v) limited to his/her share of the work.
6. If the Tenderer is a joint venture, the value of projects completed by the individual joint venture members can be combined and shall be treated as one project 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 fifty percent (50%) 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.
7. If one or more of the listed projects does not meet the stipulated minimum requirements as stipulated above, the tender will be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data.

(List only the most recent 3 projects of the firm that the tenderer considers relevant to the specified scope of works

CLIENT	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	CIDB EQUIVALENT PERFORMANCE RATING (NOT REQUIRED WHERE AN OFFICIAL REFERENCE LETTERS FROM PREVIOUS EMPLOYER(S) IS ATTACHED)

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 NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)****FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)****Note to tenderer:**

1. 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.
2. The Tenderer must list projects in progress as stipulated under Table 1 below, which commenced after 1st January 2008.
3. The Tenderer shall list three (3) projects in progress with a minimum value of R13.5 Million, which commenced after 1st January 2008. Each listed project shall have a certified value of work that exceeds 80% of its award value.
4. The Tenderer shall be employed on each listed project as either a prime contractor or joint venture member or management contractor or sub-contractor. The listed project's scope of work shall substantially match that of the subject project's scope of work.
5. Each listed project shall have a Performance Rating not less than zero (0) Adequate, as rated in terms of the CIDB Performance Rating system or official reference letters from previous employer(s). The Performance Rating and certified value of work at closing date must be confirmed by the Project Employer or Project Engineer in writing.
6. For listed projects where the Tenderer participated as a joint venture member or sub-contractor, the Tenderer shall state value (V) limited to his/her share of certified work.
7. If the Tenderer is a joint venture, the value of projects 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 projects, each contract performed by each member shall exceed fifty percent (50%) 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 projects, the number of projects completed by all JV members each of value equal or more than the minimum value required shall be aggregated. For the afore-mentioned purpose, projects which are combined to meet the minimum value shall be treated as one contract.
8. If one or more of the listed projects does not meet minimum requirements as stipulated above, the tender shall be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data.

(List only the most recent 3 projects of the firm that the tenderer considers relevant to the specified scope of works

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 BY THE ENGINEER	CONTACT PERSON AND FIRM	CONTACT NUMBER	CIDB PERFORMANCE RATING

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 F1: SCHEDULE OF TENDER COMPLIANCE

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

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.

FORM NO / SBD NO	FORM DESCRIPTION	TICK WHEN COMPLETED
FORM A1:	CERTIFICATE OF TENDERER'S BRIEFING	
FORM A1.1	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	
FORM A2.1:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
FORM A2.2:	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	
FORM A2.3:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A2.4:	CERTIFICATE OF FRONTING PRACTICES	
FORM A2.5:	DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL	
FORM A3.1 (SBD4):	BIDDER'S DECLARATION	
FORM A3.2 (SBD9):	CERTIFICATE OF INDEPENDENT TENDER	N/A
FORM A3.3 (SBD8):	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	N/A
FORM A3.4:	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
FORM A3.5 (SBD6.2):	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
FORM A3.6:	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)	
FORM A4:	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
FORM A5:	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
FORM A6 (SBD2):	CERTIFICATE OF TAX COMPLIANCE STATUS	
FORM A7:	CERTIFICATE OF INSURANCE COVER	
FORM A8:	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	
FORM A9:	DECLARATION OF TENDERER'S LITIGATION HISTORY	
FORM A9.3	COMPLIANCE WITH LABOUR LEGISLATION DECLARATION	
FORM A10:	SCHEDULE OF CURRENT TENDERS	
FORM A11:	CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993	
FORM A12:	REGISTRATION WITH CIDB	
FORM A13.1 (SBD6.1):	PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION	
FORM A13.2:	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (INCORPORATING SBD6.1)	

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

SIGNED BY TENDERER:



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

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

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

PROJECT DOCUMENT

BASE DATE: MARCH 2023

**TENDER DOCUMENT
VOLUME 3
BOOK 2 OF 3**

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

NAME OF TENDERER:

Set sequential number

PART C1: AGREEMENTS & 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 NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12, N17 SECTION 2 (EKURHULENI RRM)**

1. 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 1.1.1.3 and 1.1.1.4 in the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999), published by the Fédération Internationale des Ingénieurs-Conseils, (FIDIC).
2. I/we confirm that I/we practise the principles of corporate governance that abhors corruption and fraud, and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.
3. I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and offers to perform all of the obligations and liabilities of the 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.

A. PRICE OFFERED

**THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT
FORWARD FROM PART 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.

B. PREFERENCE CLAIMED

I/we claim a B-BBEE status level contributor as per Returnable Schedule Form A13: Tenderer's B-BBEE Verification Certificate subject to tender data clause 5.11.8. In the event of any difference between the above stated level of contributor and the B-BBEE Verification Certificate attached to Form A13, the B-BBEE Verification Certificate shall apply.

4. You may accept this offer by signing and returning to the tenderer one copy of the acceptance part of the forms of offer and 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.
5. 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 Tenderer, and that it is made free from any fraud, corruption and misrepresentation.

Yours faithfully

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY:

EMAIL:

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:

.....

.....

AS WITNESSES:

1.....
SIGNATURE	NAME (IN CAPITALS)

2.....
SIGNATURE	NAME (IN CAPITALS)

C1.1.2 FORM OF ACCEPTANCE (Incorporating SBD7)

To (*Name of successful tenderer*)

Dear Sir,

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

ACCEPTANCE OF OFFER

1. It is our pleasure to inform you that the South African National Roads Agency SOC Ltd (the Employer) accepts your **(Note to compiler : select if applicable corrected/corrected)** offer in the amount of R..... (i.e. including VAT but excluding CPA and any contingent sum not in the priced schedule) for a contract period of 60 months and with a Base date of March 2023 **(28 days prior to the closing date of tender)**.
2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.
3. This Form of Acceptance is the equivalent of the Letter of Acceptance as defined in clause 1.1.1.3 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999), published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC).
4. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:

Part C1: Agreements and Contract Data (including this form of acceptance),

Part C2: Pricing Data,

Part C3: Scope of Work,

Part C4: Site Information, and

Part C5: Annexure

together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into Parts C1 to C5 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 offer and acceptance shall not be valid unless contained in the appended schedule of deviations. Addenda issued during the tender period are deemed not 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 TAX compliant. Failure to fulfil this obligation shall constitute a repudiation of this agreement.")**
8. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:
 - (i) Performance Security (per clause 4 of the FIDIC Conditions of Contract) a proforma of which is attached for your reference. The 2% calculation shall be based on the accepted contract value as contained in this form and there shall be no deviations from the wording of the proforma guarantee.
 - (ii) Proof of insurance in terms of the information provided in the contract data and clause 18 of the FIDIC Conditions of Contract. Proof of validity of insured cover shall be provided on a monthly basis until contract completion.
 - (iii) Fully completed and signed Form C1.3.3 together with your Health and Safety plan and proof of the Construction Health and Safety Officer's registration with SACPCMP.

- (iv) Proof that you are registered and in good standing with the compensation fund or with a licensed compensation insurer.
- (v) 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.**
- (vi) Proof of registration on the Employer's Project Information Module (ITIS).
- (vii) Proof of notification to the Chief Inspector of Mines, of appointments as per Form C1.3.7 and C1.3.8. **Note to compiler: only include this if applicable.**

Failure to fulfill the obligations (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 Form of Acceptance unless you, within four (4) calendar days of the effective date, notify us in writing of any justification why you cannot accept the contents of this agreement.
- 10. The Commencement Date of the Works shall be that on which the site hand-over meeting is held,
- 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 Form of Acceptance constitutes the binding contract between us.
- 12. Messrs act as our agent to fulfil the functions of the engineer in the administration of this contract. Please contact at to make arrangements for the signing of the contract documents and hand-over of the site.

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY: **REGIONAL MANAGER (NORTHERN REGION)**

EMPLOYER'S NAME AND ADDRESS: **South African National Roads Agency SOC Limited
38 Ida Street, Menlo Park Pretoria, 0081**

AUTHORITY TO ACT: SANRAL's Delegation of Powers Item 2.4.1.2

AS WITNESSES:

1.....
SIGNATURE NAME (IN CAPITALS)

2.....
SIGNATURE NAME (IN CAPITALS)

C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)

Schedule of deviations

- 1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance, either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties, becomes an obligation of the contract, shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final Contract.

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 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 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.

C1.1.4 TAX COMPLIANCE STATUS

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Note:
In terms of National Treasury Instruction No 3 of 2014/2015 with reference to the Public Finance Management Act, 1999 (Act No 1 of 1999) and Regulations, the contractor and subcontractors are required to provide the Employer with written confirmation to access the SARS Electronic Tax Compliance Status (TCS) System to verify and continuously track the tax compliance status of all persons conducting business with the State.

The 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:

C1.2 CONTRACT DATA**C1.2.1 CONDITIONS OF CONTRACT**

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, First Edition 1999”, published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the “Particular Conditions”, which include amendments and additions to such General Conditions.

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PART A: GENERAL CONDITIONS – FIDIC AMENDMENTS

Up to 1 March 2023 the following amendments have been issued by FIDIC

ERRATA to the First Edition, 1999

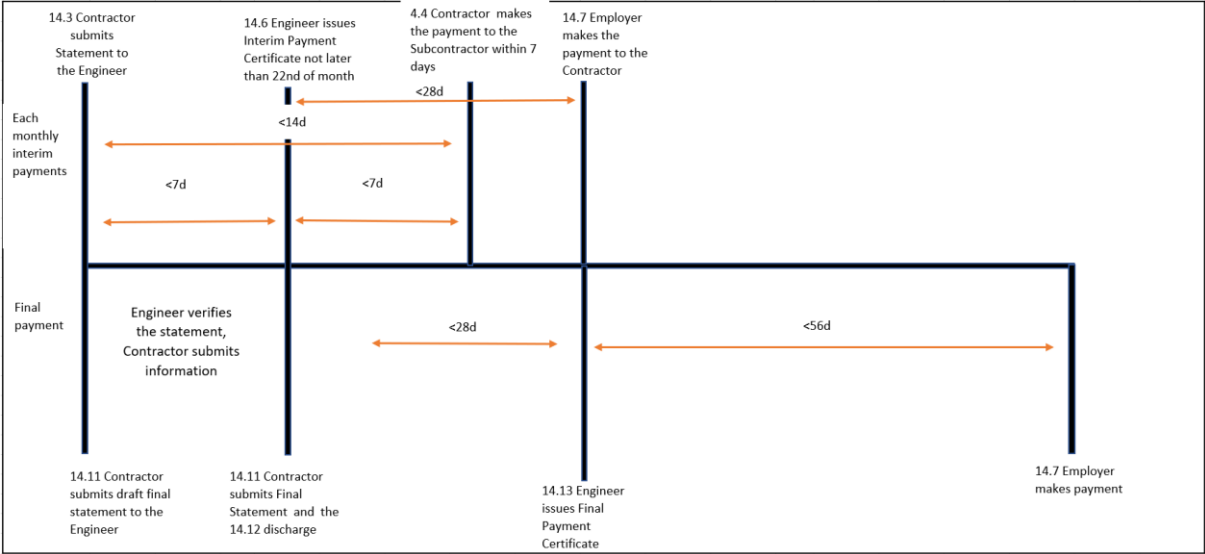
The following significant errata are corrected in this reprinting of the First Edition of the Construction Contract. Several minor typographical errors and layout irregularities have also been corrected.

GENERAL PROVISIONS

Foreword	In figure “Typical sequence of Payment Events envisaged in Clause 14”, change “14.11 Contractor issues Final Statement ...” to “Contractor submits Final Statement ...”.
Page 2	In the middle of the third line of Sub-Clause 1.1.2.9, delete “under”.
Page 26	In the title of Sub-Clause 8.1, substitute “Works” for “Work”.
Page 56	In the penultimate line, delete the parentheses “(“ and “)”.
Page 60	Sub-Clause 20.3, in the line following sub-paragraph (d), delete “Particular Conditions” and substitute “Appendix to Tender”.
Page 68	In the third line of Clause 9, delete the two words “notice to”.

GUIDANCE FOR THE PREPARATION OF PARTICULAR CONDITIONS

Page 14	Under Sub-Clause 14.9, delete “EXEMPTION” and substitute “RETENTION”.
Annexes	Delete “© FIDIC”.



Typical sequence of Payment Events envisaged in Clause 14

PART B: PARTICULAR CONDITIONS OF CONTRACT

The following additional amendments to the FIDIC Conditions of Contract 1999 apply to this contract.

SUBJECT INDEX

	Clause		Clause
Adjustments for Changes in Costs	13.8	Laws Definition	1.1.6.5
Appendix to Tender Definition	1.1.1.9	Letter of Acceptance Definition	1.1.1.3
Application for Final Payment Certificate	14.11	Letter of Tender Definition	1.1.1.4
Application for Interim Payment Certificates	14.3	Materials on Site	14.5
Assignment	1.7	Mediation	20.3
Bill of Quantities Definition	1.1.1.10	Payment	14.7
Care and Supply of Documents	1.8	Payment Certificates	14.6
Clearance of Site	11.11	Performance Certificate	11.9
Commencement of Work	8.1	Performance Security	4.2
Continuing Validity of Sub-clauses 20.2 to 20.6	20.6	Plant and Materials Intended for the Works	14.5
Contract Agreement	1.6	Priority of Documents	1.5
Contract Definition	1.1.1.1	Programme	8.3
Contract Price	14.1	Progress Reports	4.21
Contract Price Adjustment Schedule	13.8	Protection of the Environment	4.18
Contractor's Claims	20.1	Provisional Sums	13.5
Contractor's Equipment	4.17	Reference to Court	20.4
Contractor's General Obligations	4.1	Retention Money Guarantee	14.3
Court	20.4	Rights of way and Facilities	4.13
Currencies of Payment	14.15	Safety Procedures	4.8
Day Definition	1.1.3.9	Schedules Definition	1.1.1.7
Daywork	13.6	Security of the Site	4.22
Definition of Force Majeure	19.1	Setting Out	4.7
Delay Damages	8.7	Settlement of Disputes	20.2
Delayed Payment	14.8	Site Data	4.10
Disorderly Conduct	20.2	Special Disputes	20.5
Disputes	20.3	Specification Definition	1.1.1.5
Electricity, Water and Gas	2.3	Statement at Completion	14.10
Employer's Equipment and Free-Issue Material	4.19	Subcontractors & Suppliers	4.4
Employer's Personnel	4.20	Supplementary Agreement	1.1.6.10
Employer's Risks (SASRIA)	17.3	Definition	
Engineer's Duties and Authority	3.1	Taking over Parts of the Works	10.2
Environmental Protection	4.18	Targeted Enterprise	1.1.2.11
Evaluation	12.3	Tender Definition	1.1.1.8
Extension of Time for Completion	8.4	Termination by the Employer	15.2
Force Majeure Definition	19.1	Variation Procedure	13.3
Force Majeure affect Subcontractor	19.5	Working hours	6.5
Fossils	4.24	Written Communications	1.2
Health & Safety	6.7		
Indemnity by Contractor	6.12		
General Requirements for Insurances	18.1		
Insurance against Injury to Persons and Damage to Property	18.3		
Insurance for Contractor's Personnel	18.4		
Insurance for Works and Contractor's Equipment	18.2		
Issue of Interim Payment Certificates	14.6		

PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC**1.1 DEFINITIONS****1.1.1 The Contract**

Replace 1.1.1.1 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 1.1.1.3 with:

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

Replace 1.1.1.4 with:

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

Replace 1.1.1.5 with:

“**Specification**” 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.”

Replace 1.1.1.7 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 1.1.1.8 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 1.1.1.9 with:

“**Appendix to Tender**” means the completed section entitled C1.2.2 Contract Data – Information provided by the Employer included in the Contract Data.”

1.1.1.10 - Add the following:

“**Bill of Quantities**” shall also mean the Pricing Schedule as contained in section C2.2 of the contract document.”

Add the following:

“1.1.1.11 **Letter of Access to the Site**” means a letter issued by the Employer to give the Contractor right of access in accordance with Sub-Clause 2.1 [Right of Access to the Site]”

1.1.2 Parties and Persons

Add the following:

“1.1.2.11 **Supplier**” means a sole trader, partnership or legal entity that owns, operates or maintains a store, warehouse or other establishment in which goods are bought kept in stock and regularly sold to wholesalers, retailers or the public (or all three) in the usual course of business.

“1.1.2.12 **Targeted Enterprise**” means an enterprise defined in Part D stakeholder and community liaison, and targeted labour and targeted enterprises utilisation and development.

1.1.3 Dates, Tests, Periods and Completions

Replace 1.1.3.9 with:

"A "**day**" means a calendar day, except for any extension of time that is granted under sub-clause 8.4, [Extension of Time for Completion], in which case a day means a working day. A "**year**" means 365 calendar days".

1.2. INTERPRETATION

Add the following:

However, such notice, instruction, consent or request is not deemed to have been delivered by virtue of its appearance in the minutes of meetings."

1.5. PRIORITY DOCUMENTS

Insert the following at the end of the first paragraph before the colon:

"... unless specifically stated otherwise in the contract:".

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

- "(a) the Forms of Offer and Acceptance
- (b) the Appendix to Tender within the Contract data
- (c) the Particular Conditions of Contract
- (d) the General Conditions
- (e) the project Specification (Scope of Works (Part C3))
- (f) Part D1000 Stakeholder and community liaison,
- (g) the project Drawings,
- (h) the standard Specifications,
- (i) the Bill of Quantities (Pricing Data (Part C2)); and
- (j) 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 1.1.1.3). The Contract Agreement shall be in the form prescribed in the tender documents"

1.8 CARE AND SUPPLY OF DOCUMENTS

In the 1st paragraph, 2nd line, change "two copies" to "one copy".

In the 2nd paragraph, 3rd line, change "six" to "two".

1.11 CONTRACTOR'S USE OF EMPLOYER'S DOCUMENTS

At the end of the 1st sentence add:

"as well as any research, innovation, industry cutting edge technology and any form of trials undertaken as part of the Contract."

3.1 ENGINEER'S DUTIES AND AUTHORITY

After the 3rd paragraph insert the following:

"In addition to the actions stipulated in the General Conditions whereby the Engineer shall first obtain the approval of the Employer, the Employer's approval shall also be obtained before taking any action under sub-clauses 8.1, 8.4, 8.8, 10.1, 11.9, 13.3 and 20.1 as amended in these Particular Conditions".

Add the following new sixth paragraph:

"If the Engineer is a legal entity, a natural person employed by the Engineer and approved by the Employer shall be appointed and authorised to act as the Engineer under the Contract."

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 "Part D Stakeholder and Community Liaison and Targeted Labour and Targeted Enterprise utilisation and development", 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."

4.2 PERFORMANCE SECURITY

Replace the 2nd paragraph with:

"The Contractor shall deliver the Performance Security to the Employer within 14 days of the date of issue of the Form of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by a bank or insurance company registered or licensed as a bank or insurance company to do business in the Republic of South Africa and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents.

The employer is entitled to utilise the performance security for the intended purpose, to hold same as security for the Contractor's performance. However, the Employer is likewise entitled to negotiate with the bank or insurance company registered or licenced as a bank or insurance company in order to allow for the cession of the contract agreement to a replacement contractor, in terms of sub clause 1.7, as agreed between the said bank or insurance company and the insured contractor, subject to the approval of the Employer.

The basis for the cession of the insured contractor, to a replacement contractor, must accord with the Employer's internal Supply Chain Management and Procurement policies. "

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

4.4 SUBCONTRACTORS

Change the title to read "Subcontractors and suppliers"

In the first paragraph delete "the whole of the Works" and add "any percentage of the Works without the express approval of the Employer".

In the 1st line of the 2nd paragraph, after the word "Subcontractor" replace the expression "his agents or employees" with "suppliers, their agents or employees".

Add the following sub-paragraphs:

- "(e) The Contractor shall enter into a written subcontract agreement with the Subcontractor. The subcontract agreement between the Contractor and the Subcontractor shall be the standard FIDIC subcontract agreement (version 2011).
- (f) If the Contractor is required to employ one or more Subcontractors under his targeted enterprise development, then the provisions of Sub-Clause 5.4 [Evidence of Payments] shall apply as if such Subcontractor is a Nominated Subcontractor.
- (g) Each subcontract shall include the provisions:
 - (i) The Contractor undertakes to pay the Subcontractor the full value as certified by the Engineer as being due to the Subcontractor in each Interim Payment Certificate, without any deduction for plant, equipment, materials or fuel supplied by the Contractor. Any assistance that the Contractor may have made to the Subcontractor that requires recovery from the Subcontractor, will be recovered by the Contractor through normal commercial debt repayment processes;
 - (ii) The Contractor undertakes to make payment to Subcontractors within 7 days after the date on which the Engineer has issued the Main Contractor's payment certificate.

- (h) The Contractor shall disclose all subcontracting arrangements.
- (i)
- (j) The total retention money held for all subcontractors shall not exceed the maximum value of the retention money as specified under Sub-Clause 14.3(c) and shall be held pro-rata per subcontractor.
- (k) 50% of the retention money held for each Subcontractor shall be released on completion of the subcontract works. The remainder of the Subcontractor's retention money shall be released when a Subcontractor's work does not show any defect within 6 (six) months after the completion of the subcontract. However, the Subcontractor's retention money may be withheld but only if the Performance Certificate is unable to be issued because of defective workmanship attributable to the Subcontractor.
- (l) All Subcontractors and suppliers shall be registered on the National Treasury's Central Supplier Database (CSD).
- (m) All Subcontractors shall be in good standing in terms of COIDA and shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) or other relevant Bargaining Council.
- (n) All Subcontractors shall be registered with the CIDB in the appropriate category for the class of work to be performed.
- (o) The procurement and appointment of all subcontractors shall follow the process as stipulated in Part D: Stakeholder and community liaison, and targeted labour and targeted Enterprises utilisation and development.

If the Contractor fail to disclose all subcontracting agreements, or fail to comply with the requirements of this clause he shall be given 14 days to make representation as to why the contract shall not be terminated;

However, a failure of the Contractor to disclose all subcontracting agreements or to comply with the requirements contained under this clause, shall attract a penalty up to 10% of the value of the contract.

4.7 SETTING OUT

Amend the second line of the second paragraph to read:

“.....reference, provided that the Contractor shall provide proof of their inaccuracy before they are used.”

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.

4.17 CONTRACTOR'S EQUIPMENT

Add the following paragraph:

“The Contractor shall notify the Engineer, in writing, of the names and addresses of the owners of all major items of equipment not owned by the Contractor within 21 days of it arriving on Site.”

4.19 ELECTRICITY, WATER AND GAS

In the 1st paragraph, 1st line, delete “except as stated below”, and delete the 2nd and 3rd paragraphs.

4.21 PROGRESS REPORTS

In the 1st paragraph, 2nd line, delete “in six copies”.

Add the following at the end of the 3rd paragraph:

- “(i) Comparison of estimated Contract Price and the original Contract Price as stated in the form of Acceptance, with details of any events or circumstances which may result in the original Contract Price to be exceeded, and the measures being (or to be) adopted to prevent this.
- (j) SHE audits, SHE incidents, traffic accidents, Environmental management report, employment, empowerment and training reports (extracted from Employer system), training plan, communication plan, media information, site memos, drawings issued, mix designs, work

authorisations, daywork, programme, sub-standard work, cashflow and expenditure, claims, risk report and penalties.”

4.22 SECURITY OF THE SITE

Replace the fullstop at the end of subclause (b) with a comma and continue this clause as follows:

“ and authorised utility or service owners whom the Employer or the Engineer identifies as having also been authorised. Without said notice, the Contractor may refuse access to such utility or service owners; and”

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.”

6.2 RATES OF WAGES AND CONDITIONS OF LABOUR

Add the following:

“The conditions as stated in the Appendix to Tender shall also apply.”

6.5 WORKING HOURS

Replace the 1st sentence with the following:

“No work shall be carried out on Site on any special non-working day or within the non-working hours of any day as stated in the Appendix to Tender, unless:”

6.7 HEALTH AND SAFETY

In the 1st paragraph delete the 2nd sentence.

Add the following as a new 4th paragraph:

“The Contractor and his Subcontractors shall be in good standing in terms of the Compensation for Occupational Injuries and Disease Act (COIDA) and have a letter as proof.

Add the following as a new 5th paragraph:

“The Contractor shall also comply to the requirements of the Scope of Works part C3.5: Occupational Health and Safety Specification.”

6.9 CONTRACTOR’S PERSONNEL

Add the following new subparagraphs to the 1st paragraph:

- “(e) is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice; or
- (f) has been recruited from the Employer’s Personnel in breach of sub-clause 6.3 [Persons in the Service of Employer].”

Add the following as a final paragraph:

“The requirements for key personnel as stated in the Appendix to Tender shall also apply.”

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 Form of Acceptance, unless otherwise stated in the Appendix to Tender.”

In the 2nd line of the 2nd paragraph, after the words “Commencement Date”, insert “but within the period stated in the Appendix to Tender.”

8.3 PROGRAMME

Replace the 1st sentence of the 1st paragraph with “The Contractor shall submit a detailed programme to the Engineer within 14 days of the Commencement Date.”

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

- “(e) The Contractor’s cash flow forecast.
- (f) 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”.

8.4 EXTENSION OF TIME FOR COMPLETION

Replace the word “Engineer” with “Employer” in the last sentence of the last paragraph.

8.7 DELAY DAMAGES

Change the marginal heading of this clause to read “Delay Damages and Other Non-compliance Charges” and insert the following as a first paragraph to this clause:

“Delay damages and other payments to the Employer for late delivery, failure to achieve intra-programme due dates or non-compliance events shall apply as follows:”

Keep the existing two paragraphs unchanged and number as subclause (a) and add the following subclause relating to other non-compliance charges:

- “(b) If the Contractor fails to comply with the requirements detailed in the Specification regarding duration of accommodation of traffic closures, meeting intra-programme dates, Accommodation of Traffic requirements, overloading, Contract Participation Targets, subcontracting, quality of work, submission of information and performance criteria, the Contractor shall pay non-compliance charges to the Employer for this default. These non-compliance charges shall be calculated at the rates stated in the Appendix to Tender, which shall be applied for each incident of non-compliance.

These non-compliance charges shall be the only charges due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [*Termination by Employer*] prior to completion of the Works. These charges shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.”

8.9 CONSEQUENCES OF SUSPENSION

In the 1st paragraph, delete the wording of sub-paragraph (b) and replace with the following:

- “(b) payment of Cost. The Cost payable shall be the Suspension cost calculated in pay item M030.03(a) as appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.”

10.2 TAKING OVER OF PARTS OF THE WORKS

Delete the 2nd paragraph.

Between the 3rd and 4th paragraphs insert the following paragraph:

“The Employer may make use of any part of the Permanent Works prior to the issue of a Taking Over-Certificate.”

Delete the 5th paragraph.

11.9 PERFORMANCE CERTIFICATE

In the 1st paragraph, 2nd line and in the 2nd paragraph, 1st line, replace the word “Engineer” with “Employer”.

Delete the last sentence of the 2nd paragraph.

11.11 CLEARANCE OF SITE

Replace the 1st paragraph with the following:

“With the exception of Plant, Materials and Contractor’s Equipment required to complete any outstanding work or to remedy defects or damage as notified by, or on behalf of, the Employer and which Plant, Materials and Contractor’s Equipment have been agreed by the Engineer and the Contractor, the Contractor shall, upon receipt of the Taking-Over Certificate, remove all Contractor’s Equipment and surplus material, wreckage, rubbish and Temporary Works, from the Site unless otherwise instructed by the Engineer.”

In the 2nd paragraph, replace “after the Employer receives a copy of the Performance Certificate” with “after the issue of the Taking-Over Certificate”.

12.3 EVALUATION

Replace the second sentence of paragraph two with the following:

“However a new rate or price shall be appropriate for an item of work only if notice has been given and if ...”

In sub-paragraph (a)(iv) replace the word “Contract” with “Appendix to Tender”.

13.3 VARIATION PROCEDURE

Add the following after the 3rd paragraph:

“The Engineer shall obtain the approval of the Employer prior to issuing an instruction to execute a Variation.

Each instruction issued by the Engineer to the Contractor to execute a Variation, unless the Variation is to be executed on a Daywork basis, shall be a written instruction presented in the form of a Works Authorisation (WA). The Works Authorisation Form (WAF) shall be presented by the Engineer to the Employer, who shall signify his approval before the order is signed by the Engineer and issued to the Contractor, who shall acknowledge his acceptance by signing the order. The Contractor shall not accept a Works Authorisation that is not approved and signed by the Employer.

If the Contractor considers that an instruction constitutes a Variation, the Contractor shall immediately, and before commencing any work related to an instruction, give a notice to the Engineer with reasons for deeming such instruction a Variation and furnish the Employer with a copy thereof. If the Engineer does not respond within seven days confirming, revoking or varying the instruction, the Engineer shall be deemed to have revoked the instruction.”

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 Bill of Quantities”.

Add the following after the last paragraph:

“The Contractor and Engineer shall follow the procedure as specified in the Project Specification for each Provisional Sum and Prime Cost Sum, prior to any work performed under a Provisional Sum or Prime Cost Sum.”

13.8 ADJUSTMENTS FOR CHANGES IN COSTS

Delete from the third sentence of the third paragraph until the end of the sub-clause and substitute:

“The formula shall be as follows:

$$Pt = (1 - x) [(a \text{ Lt/Lo}) + (b \text{ Et/Eo}) + (c \text{ Mt/Mo}) + (d \text{ Ft/Fo}) - 1]$$

where:

“Pt” is the adjustment multiplier, rounded to the fourth decimal place, to be applied to the estimated contract value of the work carried out in period “t”, this period being a month unless otherwise stated in the Appendix to Tender;

“x” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“a”, “b”, “c” and “d” are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour (L), equipment (E), materials (M) and fuel (F);

“Lt”, “Et”, “Mt” and “Ft” are the current cost indices for period “t”, each of which is applicable to the relevant tabulated cost element on the last day of the period (to which the particular Payment Certificate relates); and

“Lo”, “Eo”, “Mo” and “Fo” are the base cost indices, each of which is applicable to the relevant tabulated cost element on the Base Date.

The base cost indices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer.

Until such time as each current cost index is available, the Engineer shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If more than one month intervenes between the month applicable to any Interim Payment Certificate and the month applicable to the immediately succeeding Interim Payment Certificate, then the cost indices “Lt”, “Et”, “Mt” and “Ft” applicable to the succeeding Interim Payment Certificate shall each be taken as the arithmetic mean, rounded off to one decimal place, of the relevant indices applicable to the month of measurement and to such intervening months.

The value of the relevant Interim Payment Certificate to which the adjustment is to be applied shall be determined by the formula:

$$Ac = T - S - D - G - Ap$$

where:

“Ac” is the value of work carried out in period “t” to which the adjustment is to be applied;

“T” is the summation of the total value of the preliminary and general items, and the work done, as certified in the Interim Payment Certificate under consideration without any deduction whatsoever and before any adjustment made in terms of this Sub-Clause.

“S” is the aggregate of (i), (ii), (iii) and (iv), referred to below, and included in “T” where special arrangements for price adjustments in respect of these amounts were made and recorded at the time the work was ordered:

- (i) the amounts actually expended and substituted for any prime cost sums,
- (ii) the value of any work done by Nominated Subcontractors,
- (iii) the value of any work done against Provisional Sums, and
- (iv) the value of any extra or additional work done under a Variation.

“D” is the value of work included in “T” and done at new rates fixed in terms of Sub-Clause 12.3, where those rates are not based on labour, Contractor’s Equipment or Materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the Base Date of the indices, in which case work done at these rates shall not be included in the value of “D”.

“G” is the amount included in “T” for Materials classified and dealt with as Special Materials.

“Ap” is the summation of all “Ac” amounts determined for all Payment Certificates preceding in time the Payment Certificate under consideration.

Save only for Variations ordered to be carried out after the Time for Completion has expired, the Contract Price adjustment factor to be applied to certificates relating to work done or materials supplied after the expiry of the Time for Completion shall be calculated by inserting in the formula referred to in this Sub-Clause the cost indices Lt, Et, Mt and Ft applicable either (i) 49 days prior to the date of expiry of the Time for Completion, or (ii) for the current month: whichever is more favourable to the Employer.

The price of each Special Material specified in the Appendix to Tender shall be increased or decreased by the net amount of any change in price incurred after the Base Date, provided that any claim for adjustment in terms hereof shall be substantiated by the submission of acceptable invoices and any other supporting documents which the Engineer considers necessary for that purpose. However, except for Variations ordered in terms of Clause 13 [*Variations and Adjustments*] all adjustments after expiry of the Time for Completion shall be based on the price of each Special Material either (i) 49 days prior to the date of expiry of the Time for Completion, or (ii) for the current month: whichever is more favourable to the Employer.

For the purpose of this Sub-Clause, “the net amount of any change in price” in respect of a particular Material referred to as a Special Material shall be calculated by multiplying the difference between the rate or price entered in the Contract by the Contractor for that Special Material and the equivalent rate or price actually paid by the Contractor for the Special Material by the quantity of the Special Material in question.”

14.1 THE CONTRACT PRICE

Add the following new clause (e):

- “(e) the Contractor shall submit to the Engineer within 28 days after the Commencement Date a full breakdown of all rates. The Engineer may take account of the breakdown when evaluating claims and making Determinations.”

14.3 APPLICATION FOR INTERIM PAYMENT CERTIFICATES

In the 1st line of the 1st paragraph, delete “in six copies.”

In the 4th line of the 1st paragraph, change “the report” to “reports.”

In the 2nd paragraph, sub-paragraph (c), after “above amounts” insert “and 80% of the value of Materials on Site”

Add the following as a final paragraph:

“If, as stated in the Appendix to Tender, 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 Appendix to Tender.

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

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.”

14.5 PLANT AND MATERIALS INTENDED FOR THE WORKS

In the 1st paragraph delete “If this Sub-Clause applies”.

In the 1st paragraph, after the words, “... sent to the Site for incorporation in the Permanent Works,” add “or if so agreed in writing by the Employer, Plant and Materials intended for incorporation in the Permanent Works and stored at places other than the Site, and clearly demarcated and identified it as the Employer’s property,”

Delete the 2nd paragraph.

In the existing 3rd paragraph add under sub-paragraph (a):

- “(iii) ensured that the relevant Plant and Materials have been delivered to and are properly stored on the Site, are protected against, loss, damage, deterioration, and appear to be in accordance with the Contract; and
- (iv) provided proof of ownership of the Plant and Materials; and
- (v) for Plant and Materials kept off-site, clearly demarcated and identified it as the Employer’s property.”

In the existing 3rd paragraph, delete sub-paragraphs (b) and (c)

14.6 ISSUE OF INTERIM PAYMENT CERTIFICATES

In the 2nd line of the 1st paragraph replace “28” with “7”

Add the following new sentences at the end of the first paragraph:

“No Interim Payment Certificate will be issued or paid unless the monthly progress reports in accordance with amended Sub-Clause 4.21 [*Progress Reports*] are not submitted. After the Engineer has certified the Interim Payment Certificate, the Contractor shall issue a tax invoice to accompany the certified Interim Payment Certificate.”

And add the following sentences thereafter:

“The date on which the Contractor submits his Statement to the Engineer shall not be later than the 15th of a calendar month. Interim Payment Certificate issued by the Engineer shall not be later than the 22nd of a month. The Contractor shall not delay interim payment certificates for any reason. No measurement and payment dispute by the contractor shall delay an Interim Payment Certificate. Disputes will be evaluated in the following month and if found valid can be corrected and incorporated in the subsequent certificates. If the Contractor fails to make payment to subcontractors of any sum properly due and payable Clause 14.9 Delayed Payment under the Subcontract in the FIDIC Conditions of Subcontract will apply.”

14.7 PAYMENT

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

In sub-paragraphs (b) of the 1st paragraph replace “supporting documents” with “all supporting documents required in terms of the contract;”

Delete the 2nd paragraph.

14.8 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)”.

14.9 PAYMENT OF RETENTION MONEY

In the 1st sentence of the 1st paragraph, after the word “Works”, add the following:

“and all outstanding work and defects as stated in the Taking-Over Certificate have been completed”

14.10 STATEMENT AT COMPLETION

In the 2nd line of the 1st paragraph delete "six" and replace with "three".

14.11 APPLICATION FOR FINAL PAYMENT CERTIFICATE

In the 2nd line of the 1st paragraph delete "six" and replace with "three".

15.1 NOTICE TO CORRECT

Add the following at the end of the paragraph:

"The Notice to correct shall:

- (a) describe the Contractor's failure;
- (b) state the Sub-clause and/or provisions of the Contract under which the Contractor has the obligation; and
- (c) specify the time within which the Contractor shall remedy the failure, which shall be reasonable, taking due regard of the nature of the failure and the work and/or other action required to remedy it.

After receiving a Notice to Correct the Contractor shall immediately respond by giving a Notice to the Engineer describing the measures the Contractor will take to remedy the failure and stating the date on which such measures will be commenced in order with the time specified in the Notice to correct.

The time specified in the Notice to Correct shall not imply any extension of Time for Completion."

15.2 TERMINATION BY THE EMPLOYER

In the 1st paragraph replace the 1st sentence with the following:

"The Employer shall be entitled to give a Notice to Terminate to the Contractor of the Employer's intention to terminate the Contract or, in the case of sub-paragraph e), f), g) or h) below, a Notice of Termination, if the Contractor:"

In sub-paragraph (d), after the words "...the requirement agreement," add the following "fails to disclose its subcontractor agreements,"

In sub-paragraph (e), after the words "... or carries on business under a receiver," add the following "or under a business rescue practitioner,"

Delete the word "or" at the end of sub-paragraph (e) and replace sub-paragraph (f) with the following:

- "(f) 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,"

17.1 INDEMNITIES

In the 1st paragraph delete "and" at the end of sub-paragraph (b)(i).

Delete the full stop at the end of sub-paragraph (b)(ii) and substitute "," and insert the following sub-paragraphs:

- “(c) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
- (i) all or any of the Contractor’s Personnel or ex-Personnel as a result of a dispute between all or any of the Contractor’s Personnel or dismissed Contractor’s Personnel and the Contractor, or all or any of the Subcontractor’s Personnel and the Subcontractor, and
 - (ii) all or any of the Contractor’s Suppliers’ difficulty or impossibility to deliver goods or materials needed to perform the Works,
- (d) any unlawful, riotous or disorderly conduct by or amongst the Contractor’s Personnel or dismissed Contractor’s Personnel,
- (e) 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,
- (f) 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:
- (i) all or any of the Contractor’s workforce (or dismissed Contractor’s Personnel) as a result of a dispute between all or any of the Contractor’s Personnel (or dismissed contractor’s Personnel) and the Contractor; or
 - (ii) all or any of the Contractor’s suppliers’ difficulty or impossibility to deliver goods or materials needed to perform the Works, and
- (g) harm or damage to the environment caused in the performance of the Works.”

Add the following final paragraphs:

“To the extent, if any, that the Contractor is responsible for the design of part of the Permanent Works under Sub-Clause 4.1 [*Contractor’s General Obligations*], and/or any other design under the Contract, the Contractor shall also indemnify and hold harmless the Employer against all acts, error or omissions by the Contractor in carrying out the Contractor’s design obligations that result in the Works (or Section or Part or major item of Plant, if any), when completed, not being fit for the purpose(s) for which they are intended under Sub-Clause 4.1 [*Contractor’s General Obligations*].

The Contractor shall indemnify the Employer against any liability for physical damage incurred to, or loss of, property within the Site identified in the Contract as not belonging to the Employer regardless of whether or not such damage or loss is caused by the Contractor’s equipment.

17.4 CONSEQUENCES OF EMPLOYER’S RISKS

In the first sentence of the second paragraph, insert “to the Works, Good or Contractor’s Documents” after the word “damage”.

17.6 LIMITATION OF LIABILITY

In the third line of the first paragraph delete the remainder of the sentence after the comma and substitute:

“other than as specifically provided for in Sub-Clause 8.7 [*Delay Damages*]; Sub-Clause 11.2 [*Cost of Remedying Defects*]; Sub-Clause 12.5 [*Non-compliance Damages*]; Sub-Clause 15.4 [*Payment after Termination*]; Sub-Clause 16.4 [*Payment on Termination*]; Sub-Clause 17.1 [*Indemnities*]; Sub-Clause 17.4 [*Consequences of Employer’s Risks*] and Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*].”

18.2 INSURANCE FOR WORKS AND CONTRACTOR’S EQUIPMENT

In the 4th paragraph, delete the wording of sub-paragraph (d) and replace with the following:

- “(d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (g) and (h) of Sub-Clause 17.3 [*Employer’s Risks*], and shall include insurance with the South African Special Risks Insurance Association (SASRIA) that cover loss or damage from the risks listed in sub-paragraph (c) of Sub-Clause 17.3 [*Employer’s Risks*], and”

19.1 DEFINITION OF FORCE MAJEURE

In the 3rd line of sub-paragraph 19.1(iii) insert “or suppliers,” after the word “Subcontractors”.

19.4 CONSEQUENCES OF FORCE MAJEURE

Insert the following after the 1st paragraph:

"If, however, the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure events of the kind listed in clause 19.1 sub-paragraph (iii), the Contractor shall not be entitled to any extension of time for any such delay and shall not be entitled to payment of any such Cost, if all the following conditions are not satisfied:

- (1) The Contractor has engaged with the persons responsible for the riot, commotion, disorder, strike or lockout; has met with the persons or leaders; and has recorded the persons or leaders details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct; and
- (2) The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and
- (3) The Contractor has reported all threats and unlawful conduct to the South African Police Service; and
- (4) The Contractor has brought an urgent application to the court on an ex parte basis that correctly identify the respondents and define the unlawful conduct to be interdicted; and
- (5) The Contractor has exhausted all available legal and other remedies to ensure that the court order is enforced."

19.5 FORCE MAJEURE AFFECTING SUBCONTRACTOR

Amend the title to read "Force Majeure Affecting Subcontractor and Supplier".

In the first line insert "or supplier" after the word "Subcontractor"

20.1 CONTRACTOR'S CLAIMS

In paragraph 5, insert the following after the first sentence:

"If an extension of time is granted the Contractor shall be paid such time-related Preliminary and General allowances as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned. Payment of costs additional to the above will only be considered if the costs derive from claims that fall within the terms of Clause 13 [Variations and Adjustments] and/or Sub-clause 17.3 [Employer's Risks]."

Replace the 6th paragraph with the following:

"After receiving a claim or any further particulars supporting a previous claim, the Engineer shall present such claim or particulars to the Employer, together with his recommendations, for a ruling, which ruling shall be given to the Contractor within 42 days after receiving a claim or any further particulars, provided that the said period of 42 days may be extended by application from one Party and approval of the other. If the Employer fails to give his ruling within the specified period, or agreed extension thereto, it shall be deemed that the Employer has dismissed the claim."

Delete the 8th paragraph.

20.2 to 20.8

Replace these sub-clauses with the following:

20.2 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 20.3(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 20.3 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.

20.3 MEDIATION

- (a) The mediation referred to in Sub-Clause 20.2(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 20.3 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:
- i) the Party himself, if a natural person,
 - ii) a partner in the case of a partnership,
 - iii) an executive director in the case of a company,
 - iv) a member in the case of a close corporation,
 - v) the Engineer,
 - vi) a bona fide employee of the party concerned, and
 - vii) 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.

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.

20.4 REFERENCE TO COURT

If a dispute is still unresolved as provided for in sub-paragraph (g) of sub-clause 20.3 or the dispute is one described in sub-clause 20.5, 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;
- (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
- (d) nothing herein precludes the Employer from approaching the Courts, as a matter of first instance, with regards to any disputes it believes it has against the Contractor and/or in defence to claims made by the latter.

20.5 SPECIAL DISPUTES

Notwithstanding anything elsewhere provided in sub-clauses 20.2, 20.3 and 20.4, 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 20.2 and 20.3 by court proceedings which may be initiated by either Party, in which event the provisions of sub-clause 20.4 shall apply.

20.6 CONTINUING VALIDITY OF SUB-CLAUSES 20.2 TO 20.6

Sub-clauses 20.2 to 20.6 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: GENERAL CONDITIONS OF DISPUTE ADJUDICATION AGREEMENT

Delete this appendix

ANNEX: PROCEDURAL RULES

Delete this annexure

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 PC refers to an amendment to these conditions.

Sub-Clause	Item	Data
1.1.2.2	Employer	<p>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.</p> <p>The Employer's address is: The South African National Roads Agency SOC Limited 48 Tambotie Avenue Val De Grace Pretoria, 0184</p>
1.1.2.4	Engineer	<p>means</p> <p>The Engineer's address to be used for this contract is:</p> <p><i>Physical address:</i></p> <p><i>Postal address:</i></p>
1.3	Communications	<p>The addresses for communication between the parties shall be:</p> <p>Name: Procurement Officer Tel: 012 426 6200 Fax: 012 348 0883 Email address: procurementNR3@sanral.co.za</p> <p>The addresses for communication between the parties shall be:</p> <p>Employer: <i>Physical address:</i> 38 Ida Street, Menlo Park, Pretoria, 0081</p> <p><i>Postal address:</i> Private Bag X17, Lynnwood Ridge, 0400</p>
1.1.3.3	Time for Completion	60 months.
1.1.3.7	Defects Notification Period	6 months
1.1.6.5	Laws	The law governing this Contract is South African Law.
2.1	Right of Access to the Site	Shall be the Commencement Date.
PC4.2	Performance Security	2% of the accepted contract amount including VAT (Cl no. 4.11)

Sub-Clause	Item	Data			
4.3	Contractor's representative	Where the Contracts Manager is the key person but will not be employed on the works full time, his powers will be delegated to the approved construction manager (Contractor's Representative).			
6.2	Rates of Wages and Conditions of Labour	The Contractor and his Subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette N0. 37750) and rates for Wages and Conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry shall apply to the Contractor and his Subcontractors except where a specific industry publishes its own Wage rates and Conditions of Labour.			
6.5	Working Hours	Special non-working days are the designated public holidays (including all foreseeable statutory declared election days)			
6.9	Contractor's personnel	Where the 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.			
PC8.1	Commencement of Works	As stated in the Form of Acceptance.			
PC8.1	Period in which work must commence	The execution of the Works shall start on 1 December 2023.....			
8.7	Delay Damages	As per Table C3.1.9/3 in part C3 per occurrence.			
PC12.3	Evaluation	The term “fixed rate item” shall apply to all items of work listed in the Pricing Schedule (Including agreed items of work listed in Works Authorisations).			
13.6	Daywork Allowances	Not required (Dayworks provided for in the pricing schedule).			
PC13.8	Adjustments for Changes in Cost	Statistical Releases published by Statistics South Africa Base Date: 28 days prior to Tender closure			
	TABLE OF ADJUSTMENT DATA				
	<u>Coefficient</u>	<u>Resource</u>	<u>Definition</u>	<u>Publication</u>	<u>Table</u>
	x = 0,15	Fixed			
	a = 0,48	Labour (L)	Province of Gauteng	P0141	A
	b = 0,37	Equipment (E)	Plant and equipment	P0151.1	4
	c = 0,05	Material (M)	Civil Engineering Roads, refurbishment (excl. Bitumen)	P0151.1	6
d = 0,10	Fuel (F)	Diesel (Coal and Petroleum products)	P0142.1	1	
PC14.3 (c)	Retention Money - Percentage	5% of value of completed work			
	- Limit	R 150,000.00			
PC14.6	Minimum amount of Interim Payment Certificate	R 100,000.00			
14.15	Currencies of Payment	South African Rand			
18.1	Minimum insurance cover for loss of or damage to property (except	R 20,000,000.00			

Sub-Clause	Item	Data						
	the Works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with the contract							
PC18.2	Contractor to insure with SASRIA	Comprehensive SASRIA is required.						
C3.3.4.4	Environmental Management Plan (EMPI)	DEO means: Designated Environmental Officer						
Part D	Target Area(s)	<p>For Targeted Labour: Ekurhuleni Metropolitan and Sedibeng District Municipality (Lesedi Local Municipality)</p> <p>For Targeted Enterprises:</p> <ul style="list-style-type: none">i) Suppliers of goods and services: South Africaii) CIDB 1 to 2 contractors: Through the PLC and market analysis relevant target areas will be identified, Ekurhuleni Metropolitan and Sedibeng District Municipality (Lesedi Local Municipality)iii) CIDB 3 and higher contractors: Through the PLC and market analysis relevant target areas will be identified. Ekurhuleni Metropolitan and Sedibeng District Municipality (Lesedi Local Municipality) and Gauteng Province <p>If a sufficient number of contractors are not found in the specified target area, the target area will be expanded to allow sufficient participation to ensure a competitive tender process.</p>						
Part D	<div>Contract Participation Goals (CPG)</div> <div>Targeted Enterprise</div> <div>Sub-targets: CIDB level 1 to 2</div> <div>CIDB level 3 to CIDB 5</div>	<p>Any portion of the Works subcontracted under this Contract, shall be done in terms of Part D: Stakeholder and Community liaison, and Targeted labour and Targeted Enterprises utilisation and development.</p> <table><tr><td>Tendering entity less than 51% black ownership</td><td>Min 60% of contract value to be sublet to Targeted Enterprises</td></tr><tr><td>Tendering entity at least 51% black ownership</td><td>Min 50% of contract value to be sublet to Targeted Enterprises</td></tr><tr><td>Tendering entity at least 51% black women-owned or black youth owned</td><td>Min 40% of contract value to be sublet to Targeted Enterprises</td></tr></table> <p>Minimum of 10% to a maximum 15% of the Contract Value must be advertised for CIDB level 1 to 2 in the Target Area. Maximum package duration 18 months without the option to extend.</p> <p>Minimum of 25% of Contract Value must be advertised for CIDB level 3 to 5. Maximum package duration 60 months.</p>	Tendering entity less than 51% black ownership	Min 60% of contract value to be sublet to Targeted Enterprises	Tendering entity at least 51% black ownership	Min 50% of contract value to be sublet to Targeted Enterprises	Tendering entity at least 51% black women-owned or black youth owned	Min 40% of contract value to be sublet to Targeted Enterprises
Tendering entity less than 51% black ownership	Min 60% of contract value to be sublet to Targeted Enterprises							
Tendering entity at least 51% black ownership	Min 50% of contract value to be sublet to Targeted Enterprises							
Tendering entity at least 51% black women-owned or black youth owned	Min 40% of contract value to be sublet to Targeted Enterprises							

C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Note:
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:

1.b Clause 4.3: Contractor’s representative

The authorised and designated representative of the Contractor is:

Name:

1.c Contractor’s Personnel

The Contracts Manager of the Contractor is:

Name:

2. OTHER CONTRACT INFORMATION

Key person	Name	Registration
Registered person within company		
Construction Health and Safety Officer (CHSO) within Company		
Targeted Group Development Coordinator		

3. INFORMATION REQUIRED FOR THE PUBLICATION OF TENDER RESULTS AS PER NATIONAL TREASURY NOTE

Name of Directors	Appointment Date	Designation

SIGNED BY TENDERER:

C1.3 OTHER STANDARD FORMS

C1.3.1 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 Mr Progress Hlahla
in his capacity as Regional Manager (Northern Region)
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 designed, viz
CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)
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:

1. The Mandatary shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either:
 - a) the date of the Performance Certificate issued in terms of sub-clause 11.9 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
 - b) the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.
3. The Mandatary declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandataries and
 - iv) 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:
 - a) 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.
 - b) 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.
 - c) 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)

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 NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 21 (EKURHULENI RRM)**

1. 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
2. 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.
3. 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 sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.
4. 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.
5. 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.
6. This guarantee is neither negotiable nor transferable and
a) must be surrendered to the Guarantor at the time when SANRAL accounts to the Guarantor in terms of clause 5 above, or

- b) shall lapse upon the issue of the Taking-Over Certificate in terms of sub-clause 10.1 of the Conditions of Contract and
 - c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.
7. 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

C1.3.3(a) FORM OF NOTIFICATION OF CONSTRUCTION WORK

Annexure 2

OCCUPATIONAL HEALTH & SAFETY ACT, 1993
Regulation 4 of the Construction Regulations, 2014

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of Principal Contractor:
- _____
- _____
- (b) Name and Telephone Number of Principal Contractor's contact person:
- _____
- _____
2. Principal Contractor's Compensation registration number:
- _____
- _____
3. (a) Name and postal address of client:
- _____
- _____
- (b) Name and telephone number of client's contact person or agent:
- _____
- _____
4. (a) Name and postal address of designer(s) for the project:
- _____
- _____
- (b) Name and telephone number of designer's contact person:
- _____
- _____
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 8(1):
- _____
- _____

6.

Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 8(2):

7.

Exact physical address of the construction site or site office:

8.

Nature of the construction work:

9.

Expected commencement date:

10.

Expected completion date:

11.

Estimated maximum number of persons on the construction site:

Total:

Male:

Female:

12.

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

13.

Name(s) of contractors already chosen:

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.

C1.3.4 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 not required to submit the documentation as per note 3 (i) and 3(ii).
- 3. If you are not registered as a vendor with the Employer, you are required to supply:
 - (i) a completed SANRAL Vendor Application Form (to be obtained from the relevant Regional Project Manager);
 - (ii) an original cancelled cheque bearing your company name and account number; or
 - (iii) 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
38 Ida Street,
Menlo Park,
Pretoria, 0081

Dear Sir

CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)

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:

C1.3.5 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 Mr Progress Hlahla
in his/ capacity as Regional Manager (Northern Region)
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 NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTIONS 1 & 2, N12
SECTIONS 18 & 19, N3 SECTIONS 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of the works.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either :
 - (i) 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
 - (ii) 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):

- (i) Section 5.1(a): A baseline risk assessment for the intended construction work was prepared by the client and included in the tender documentation.
- (ii) 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)



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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

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

PROJECT DOCUMENT

BASE DATE: MARCH 2023

TENDER DOCUMENT

VOLUME 3

BOOK 3 OF 3

CHIEF EXECUTIVE OFFICER

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

48 TAMBOTIE AVENUE

VAL DE GRACE

PRETORIA, 0184

Set sequential number

PART C2: PRICING DATA

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C2.1	PRICING INSTRUCTIONS	C-4
C2.2	PRICING SCHEDULE (INCORPORATING SBD3)	C-6
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C2.1 PRICING INSTRUCTIONS

- C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of the Standard Specifications as amended in the Scope of Works.
- C2.1.2 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are detailed in the Standard Specifications.
- C2.1.3 For the purposes of the Bill of Quantities, the following words shall have the meanings hereby assigned to them.
- Unit: The unit of measurement for each item of work as defined in the Standard Specifications or the Scope of Works.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work for which the Contractor 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 Bill of Quantities, 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 Contractor's overhead charges and profit in providing the item or services.
- Provisional Sum: 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).
- C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- C2.1.5 It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information standards).
- C2.1.6 The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items, and include all duties, taxes (except Value Added Tax) and other levies payable by the Contractor. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.1.8 Each pay item should be priced individually in conjunction with the relevant specifications and drawings. No cross subsidisation of pay items will be allowed. Imbalanced rates including zero, all-inclusive and low rates will be requested to be rebalanced in terms of Conditions of Tender C3.9 .
- C2.1.9 The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.

- C2.1.10 Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
- C2.1.11 The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- C2.1.12 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications.
- C2.1.13 The pricing schedules are provided electronically on the Compact Disc. A printout of the entire completed Bill of Quantities must be signed and attached to the tender as well as an electronic copy of the priced Bill of Quantities. 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. The item numbers and description of the PDF document will govern. For all addenda issued relating to the pricing schedule, the item numbers, description and quantities of the issued document will govern.

C2.2 PRICING SCHEDULE (Incorporating SBD3)

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTION 1 & 2, N12
SECTION 18 & 19, N3 SECTION 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)**

Notes to tenderer:

- 1) If the Form of Offer is submitted but the Pricing Schedule is omitted
 - i. Where rate only items are applicable
- 2) 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
 - i. *Pricing Schedule incomplete
- 3) If a signed Form of Offer is submitted with an incomplete pricing schedule that does not balance back to the Form of Offer
 - i. *Only summary of Pricing Schedule submitted.

The tender shall be declared non-responsive tender.

(Refer to latest ITIS Master list as download from ITIS module)

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M0300

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M0300	<u>CONTRACTOR'S ESTABLISHMENT ON AND GENERAL OBLIGATIONS</u>				
M030.01	Fixed obligations	LS	1		
M030.02	Value related obligations	LS	1		
M030.03	Time related obligations				
M030.03(a)	General obligations	Month	60		
M030.03(b)	Occupational health and safety obligations	Month	60		
M030.03(c)	Environmental obligations	Month	60		
M030.03(d)	Reporting obligations	Month	60		
M030.05	Tenders Process for Targeted Enterprises				
M030.05(a)	Contractor's charge for the management and execution of the Targeted Enterprise procurement process:				
M030.05(a)i	Procurement process for the totality of all concluded for the appointment of Targeted Enterprise subcontractors of CIDB 1 CE and 2 CE contractor grading	No	4		
M030.05(a)ii	Procurement process for the totality of all concluded for the appointment of Targeted Enterprise subcontractors of CIDB 3 CE and 4 CE contractor grading	No	4		
M030.05(a)iii	Procurement process for the totality of all concluded for the appointment of Targeted Enterprise subcontractors of CIDB 5 CE and higher contractor grading	No	4		
M030.06	Responsibility of the contractor towards Targeted Enterprises				
M030.06(a)	Contractor's establishment, management,j management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises	Month	60		
M030.08	Preparing and maintaining a Portfolio of for each subcontractors				
M030.08(a)	Preparing and maintaining a Portfolio of for each subcontractors	Prov Sum	1	250 000.00	250 000.00
M030.08(b)	The Contractors overhead charges and profit respect of sub-item M030.08(a)	%	250000		
M0300	TOTAL CARRIED TO SUMMARY				250 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M0200

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M0200	<u>GENERAL REQUIREMENTS AND PROVISIONS</u>				
M020.01	Information signboards				
(a)	Type 1 (large)	No	4		
(b)	Type 2 (small)	No	6		
M020.02	Compensation to landowners				
M020.02(a)	Compensation for landowners	Prov Sum	1	100 000.00	100 000.00
M020.02(b)	The contractors overhead charges and profit in respect of sub-item M020.02(a) above	%	100 000		
M020.03	Advertising cost				
(a)	Advertising cost	Prov Sum	1.00	60 000.00	60 000.00
(b)	The Contractor's overhead charges and profit in respect of sub-item PM020.03 (a)	%	60 000.00		
M020.04	Stakeholder and Community Liaison and Social Facilitation				
M020.04(a)	Cost of Liaison, Social Facilitation and PLC	Prov Sum	1	200 000.00	200 000.00
M020.04(b)	Handling cost and profit in respect of of sub-item PM020.04 (a)	%	200 000.00		
M020.05	Target Group Participation				
M020.05(a)	Contract Participation Performance Bonus	Prov Sum	1	200 000.00	200 000.00
M020.06	Training Costs:				
M020.06(a)i	Accredited generic skills training	Prime Cost	1	1 000 000.00	1 000 000.00
M020.06(a)ii	Community skills training	Prime Cost	1	500 000.00	500 000.00
M020.06(a)iii	Handling cost and profit in respect of sub-item M020.06(a)i and M020.06(a)ii	%	1 500 000.00		
M020.06(b)	Other costs during training	Prov Sum	1	250 000.00	250 000.00
M020.06(c)	Training Venue	Lump Sum	1		
M020.07	Wellness Program				
M020.07(a)	Office Facilities for Wellness Champion	Month	60		
M020.07(b)	Wellness Champion	Prov Sum	1	450 000.00	450 000.00
M020.07(c)	Venue for ACT process	Prov Sum	1	150 000.00	150 000.00
M020.07(d)	Transport for workers and their immediate families for ACT process	Prov Sum	1	150000.00	150 000.00
M0200	CARRIED FORWARD				3 060 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M0200

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M0200	BROUGHT FORWARD				3 060 000.00
M020.07(e)	Remuneration for workers during ACT process	Prov Sum	1	150 000.00	150 000.00
M020.07(f)	The contractors overhead charges and profit in respect of sub-item M020.07(b) to (e)	%	900 000.00		
M020.08	Transport for Wellness Champion				
M020.08(a)	Transport for Wellness Champion	Prov Sum	1	150 000.00	150 000.00
M020.08(b)	The contractors overhead charges and profit in respect of sub-item M020.08(a)	%	150000		
M020.09	Provision of Security Services				
M020.09(a)	Provision of Grade C Security Guards	Person/day	3 500		
M020.09(b)	Provision of armed Security Guards	Person/day	1 500		
M020.09(c)	Provision of response vehicle	hour	1 000		
M0200	TOTAL CARRIED TO SUMMARY				3 360 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M0400

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M0400	<u>ROUTE PATROL SERVICES</u>				
M040.01	Route Patrol	Month	60		
M040.03	Procurement and implementation of visual capturing devices for route patrol services				
M040.03(a)	Procurement and implementation of visual capturing devices for route patrol services	Prov Sum	1	1 000 000.00	1 000 000.00
M040.03(b)	The contractors overhead charges and profit in respect of sub-item M040.03(a)	%	1 000 000		
M0400	TOTAL CARRIED TO SUMMARY				1 000 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M0500

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M0500	<u>ACCOMMODATION OF TRAFFIC</u>				
M050.01	Provision of temporary traffic control facilities				
M050.01(b)	Road signs: R- and TR-series				
M050.01(b)i	1200mm	No	220		
M050.01(b)ii	900mm	No	220		
M050.01(c)	Road signs: TW-series				
M050.01(c)i	1500mm	No	55		
M050.01(c)ii	1200mm	No	55		
M050.01(d)	Rectangular road signs: TGS-, TIN- and TW-series (excluding delineators and barricades)	m²	600		
M050.01(e)	Delineators				
M050.01(e)i	1000mm x 250mm	No	5 000		
M050.01(e)iii	Solid rubber moulded heavy duty bases for (e)i	No	5 000		
M050.01(f)	Barricades				
M050.01(f)i	2400mm x 400mm	No	50		
M050.01(f)ii	1800mm x 300mm	No	50		
M050.02	Accommodation of traffic and maintaining temporary deviations				
M050.02(a)	General provisions	month	60		
M050.02(b)	Work undertaken by contractor	month			
M050.02(c)	Work undertaken by subcontractor	month			
M050.02(d)	Traffic Safety Officer	month	60		
PM050.03	Supply and use of truck-mounted attenuators (for 4 TMA's)	month	60		
PM050.04	Additional lane closures (per lane)	No	500		
M0500	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M0600

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M0600	<u>SKILLS DEVELOPMENT</u>				
M060.01(a)	Contract skills Developemnt Goals (CSDG)	Prime Cost	1	281 872.00	281 872.00
M0600	TOTAL CARRIED TO SUMMARY				281 872.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M1100

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M110	PAVEMENT LAYERS REPAIR				
M110.01	Removal and excavating material from existing pavements (except milled material)				
M110.01(a)	Area up to 50m ²	m3	180		
M110.02	Milling out material from existing pavements				
M110.02(b)	Exceeding 30mm but no 60mm	m3	4 000		
M110.02(c)	Exceeding 60mm but not exceeding 150mm	m3	2 000		
M110.02(d)	Exceeding 150mm but not exceeding 250mm	m3	1 000		
M110.02(f)	Establishment of milling machine on site	No	12		
M110.02(g)	Moving the milling machine on site for distance exceeding 5.0 km	No	12		
M110.03	Backfilling of base layer failures with:				
M110.03(c)	Asphalt base (hot mix- continuously graded 28mm max)				
M110.03(c)(i)	Areas up to 50m ²	ton	60		
M110.03(c)(ii)	Areas exceeding 50m ² up to 100m ²	ton	8 000		
M110.03(c)(iii)	Areas exceeding 100m ²	ton	660		
M110.04	Surfacing of base layer repairs with:				
M110.04(a)	Asphalt surfacing (hot mix- continuously graded medium)				
M110.04(a)(i)	Areas up to 50m ²	ton	400		
M110.04(a)(ii)	Areas exceeding 50m ² up to 100m ²	ton	1 500		
M110.04(a)(iii)	Areas exceeding 100m ²	ton	1 500		
M110.05	Establishment and moving of asphalt paver on				
M110.05(a)	Establishment of asphalt paver	No	8		
M110.05(b)	Moving the paver on site for distance exceeding 5km	No	8		
M110.09	Overhaul of material hauled in excess of 1 km	m3-km	80 000		
M110.11	100mm cores in asphalt paving	No	300		
M110	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M1200

PART A : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M120	<u>REPAIR OF POTHOLE</u>				
M120.02	Pothole repair (performance based)	month	60		
M121	<u>REPAIR OF EDGE BREAKS</u>				
M121.02	Repairing edge breaks using (performance	month	60		
PM122	<u>REPAIR OF SURFACE FAILURES</u>				
M122.02	Surface failure repair (performance based)	month	60		
M120	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M1600

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M1600	<u>SURFACE TREATMENT - TEXTURE CORRECTION</u>				
M160	SURFACE TREATMENT - TEXTURE CORRECTION				
M160.01	Application of slurry mixed on site				
M160.01(a)	Tack coating using 30 % stable grade bitumen emulsion	Litre	1 700		
M160.01(b)	Slurry applied for texture treatment (Fine Slurry Fine Grade with 60% stable-grade anionic bitumen emulsion)				
M160.01(b)(i)	Applied by hand	m3	600		
M160.01(b)(ii)	Applied by spreader box	m3	800		
M160.02	Application of slurry from commercial sources				
M160.02(a)	Tack coating using 30 % stable grade bitumen emulsion	Litre	2 550		
M160.02(b)	Slurry applied for texture treatment (Fine Slurry Fine Grade with 60% stable-grade anionic bitumen emulsion)				
M160.02(b)(ii)	Applied by spreader box	m3	800		
M161	SURFACE TREATMENT -RUT FILLING				
M161.01	Application of slurry for rut filling mixed on site				
M161.01(b)	Slurry applied by spreader box with rigid squeegees in one application for rut filling (Fine Slurry Medium Grade, Modified Cationic Bitumen Emulsion AC-E1)	m3	800		
M161.02	Application of slurry for rut filling from commercial				
M161.02(b)	Slurry applied by spreader box with rigid squeegees in one	m3	800		
M161.03	Application of slurry for rut filling from commercial				
M161.03(a)	Application of slurry for rut filling from commercial sources	Prov Sum	1	3 000 000.00	3 000 000.00
M161.03(b)	The Contractors overhead charges and profit in respect of sub-	%	3 000 000		
M1600	TOTAL CARRIED TO SUMMARY				3 000 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M7100

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M710	EMERGENCY STANDBY TEAM				
M710.01	Emergency standby				
M710.01(a)	Emergency team on standby	Month	60		
M710.01(b)	Emergency equipment on standby	Month	60		
M710.01(c)	Call out cost	km	112 000		
M710	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M7200

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M720	ALL-EMERGENCY NORMALISATION				
M720.01	All-emergency normalisation				
M720.01(a)	Accident restoration and cleaning of spillages	hour	1 200		
M720.01(b)	Sheltering of animals	hour	40		
M720.01(c)	Fire fighting	hour	160		
M720.01(d)	Safeguarding of dangerous area	hour	320		
M720.02	Procurement of materials				
M720.02(a)	Procurement of materials	Prov Sum	1	1 000 000.00	1 000 000.00
M720.02(b)	The contractors overhead charges and profit in respect of sub-item M720.02(a)	%	1 000 000		
M720	TOTAL CARRIED TO SUMMARY				1 000 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M8100

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M810	SMALL REPAIRS OF STRUCTURES				
M810.01	Minor repairs to structures				
M810.01(a)	Minor repairs to structures	Prov Sum	1	5 000 000.00	5 000 000.00
M810.01(b)	The Contractor's overhead charges and profit in respect of sub-item M810.01 (a)	%	5 000 000		
M810	TOTAL CARRIED TO SUMMARY				5 000 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M1300

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M130	CRACK SEALING				
M130.01	Cleaning and sealing the cracks				
M130.01(a)	Cleaning cracks per metre with:				
M130.01(a)(ii)	Hot compressed air	m	15 000		
M130.01(c)	Applying herbicides for sealing cracks	litre	51		
M130.01(d)	Priming of cracks	m	15 000		
M130.01(e)	Sealing the cracks with:				
M130.01(e)(i)	C-E1 modified binder	m	15 000		
M130.01(f)	Extra over M130.01(e) for filling with cracks with fine sand to underside of base layer as specified	m	15 000		
M130.02	Geotextile crack sealing				
M130.02(a)	Sealing cracks with 200mm wide geotextile "bandage" using:				
M130.02(a)(i)	65 % Cationic bitumen emulsion (5%)	m	1 700		
M130.02(b)	Sealing "crocodile" cracks with geotextile over areas using:				
M130.02(b)(i)	65 % Cationic itumen emulsion (5%)	m2	1 700		
M130	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M1500

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M150	CRACK AND JOINT SEALING OF CONCRETE PAVEMENTS				
M150.01	Preparation and sealing or resealing of old joints and cracks in existing concrete pavements:				
M150.01(a)	Expansion joints	m	9		
M150.01(b)	Construction joints and weakened plane joints:				
M150.01(b)(i)	Less than 12mm width	m	9		
M150.01(b)(ii)	12mm to 20mm width	m	9		
M150.01(b)(iii)	Exceeding 20mm width	m	9		
M150.01(c)	Cracks:				
M150.01(c)(i)	Less than 12mm width	m	9		
M150.01(c)(ii)	12mm to 20mm width	m	9		
M150.01(c)(iii)	Exceeding 20mm width	m	9		
M150.02	Temporary partial-depth pothole repair of concrete with asphalt surfacing				
M150.02(a)	Hot mix continuously graded asphalt	No	9		
M150.02(b)	Cold mix asphalt	No	9		
M150.03	Small repair to existing concrete pavements				
M150.03(a)	Small repair to existing concrete pavements	Prov Sum	1	500 000.00	500 000.00
M150.03(b)	The contractors overhead charges and profit in respect of sub-item M150.03(a)	%	500 000.00		
M150	TOTAL CARRIED TO SUMMARY				500 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M1700

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M170	REPAIR OF SLOPE FAILURES AND				
M170.01	Reconstruction of slope failures and washaways mass earth works				
M170.01(a)	Excavation and removing excavated material to or stockpile as directed by the engineer. A distinction shall be made between:				
M170.01(a)(i)	Soft material	m ³	15		
M170.01(a)(ii)	Intermediate material	m ³	9		
M170.01(a)(iii)	Hard and boulder class material	m ³	9		
M170.01(b)	Drying excavated material suitable for re-use	m ³	15		
M170.01(c)	Roadbed compaction to 90% of modified AASHTO	m ³	15		
M170.01(d)	Backfill at excavated area in				
M170.01(d)(i)	Fill embankments to 90% of modified AASHTO	m ³	15		
M170.01(d)(ii)	Cut embankment to 90% of modified AASHTO including haul for a free haul distance of 1.0km	m ³	15		
M170.02	Reconstruction of pavement layers				
M170.02(a)	Natural gravel selected subgrade	m ³	15		
M170.02(b)	Cement stabilised natural gravel subbase	m ³	15		
M170.02(c)	Emulsion treated crushed stone base	m ³	15		
M170.02(d)	Crushed stone base (G1)	m ³	15		
M170.02(e)	Hot mix asphalt (continuously graded medium)	m ³	5		
M170.02(f)	Cold mix asphalt (Agreement SA certified)	m ³	3		
M170.03	Prime and Track coats				
M170.03(a)	30% Stable grade emulsion	Litre	34		
M170.03(b)	Inverted bitumen emulsion prime	Litre	34		
M170.04	Overhaul on natural gravel material	m3-km	170		
M170.05	Repair of slope failures and washaways				
M170.05(a)	Provisional sum for repair of slope failures and	Prov sum	1	1 000 000.00	1 000 000.00
M170.05(b)	The contractors overhead charges and profit in of sub-item M170.05(a)	%	1 000 000		
M170	TOTAL CARRIED TO SUMMARY				1 000 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M210	<u>REPAIR AND MAINTENANCE OF INLET AND OUTLET STRUCTURES</u>				
M210.01	Excavation				
M210.01(a)	Excavation soft material	m ³	150		
M210.01(b)	Excavation hard material	m ³	100		
M210.02	Backfilling				
M210.02(a)	Using the excavated material	m ³	26		
M210.02(b)	Using stabilised excavated material	m ³	5		
M210.03	Reconstruction of inlet and outlet structures				
M210.03(a)	In concrete (class indicated)				
M210.03(a)i	Concrete (Class 15/19)	m ³	5		
M210.03(a)iii	Concrete (Class 25/19)	m ³	5		
M210.03(b)	Brickwork	m ³	1		
M210.03(c)	Plastering	m ²	5		
M210.03(d)	Maintenance of grids				
M210.03(d)i	Welding and loosening of steel grids	Prov Sum	1	15 000.00	15 000.00
M210.03(d)ii	The Contractors overhead charges and profit in	%	15 000		
M210.04	Accessories				
M210.04(a)	Accessories	Prov Sum	1	3 000 000.00	3 000 000.00
M210.04(b)	The Contractors overhead charges and profit in	%	3 000 000		
M210.05	Demolition of existing structures				
M210.05(a)	Plain concrete	m3	5		
M210.05(b)	Reinforced concrete	m3	5		
M210.05(c)	Brickwork	m3	5		
M210.05(d)	Stone masonry	m3	5		
M210.06	Repairing of existing structures (inlet and outlet structures, pipes and culverts)				
M210.06(a)	Concrete (class indicated				
M210.06(a)i	15/19	m3	5		
M210.06(a)ii	25/19	m3	5		
M210.06(a)iv	30/19	m3	5		
M210	TOTAL CARRIED FORWARD				3 015 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2100

BILL OF QUANTITIES: PART B: OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				3 015 000.00
M210.06(b)	Brickwork	m3	10		
M210.06(c)	Stone masonry with rock material obtained from				
M210.06(c)(i)	Natural sources	m3	10		
M210.06(c)(ii)	Commercial sources	m3	10		
M210.06(d)	Plastering	m2	10		
M210.07	Steel reinforcement				
M210.07(a)	Mild steel bars	ton	5		
M210.07(b)	High tensile steel bars	ton	5		
M210.07(c)	Welded steel mesh	kg	500		
M210.08	Overhaul on materials for haul in excess of 1.0 km				
M210.08(a)	Excavated material to spoil	m3-km	500		
M210.08(b)	Existing structures demolished	m3-km	500		
M210	TOTAL CARRIED TO SUMMARY				3 015 000.00

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2200

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M220	SUBSOIL DRAIN INSTALLATION AND				
M220.01	Excavation				
M220.01(a)	Excavating soft material	m3	9		
M220.01(b)	Excavating hard material	m3	9		
M220.02	Impermeable backfilling	m3	3		
M220.03	Natural permeable material				
M220.03(a)	Crushed stone from commercial source (state grade)				
M220.03(a)(ii)	Course grade	m3	3		
M220.03(c)	Sand from commercial source (state grade)				
M220.03(c)(i)	Fine grade	m3	3		
M220.03(c)(ii)	Course grade	m3	3		
M220.04	Pipes				
M220.04(a)	Unplasticized PVC pipes and fittings, normal with couplings				
M220.04(a)(i)	110 mm slotted pipe	m	17		
M220.04(a)(iii)	110 mm perforated pipe	m	17		
M220.05	Polyethylene sheeting 0,25 mm thick	m2	17		
M220.06	Synthetic fibre filter fabric (type, grade 2)	m2	17		
M220.07	Composite in place drainage systems (450fin with a 110mm collector pipe)	m	17		
M220.08	Inlet and outlet structures				
M220.08(a)	Rodding eyes	No	2		
M220.08(b)	Outlet structures	No	2		
M220.09	Exposing of existing drains	m3	9		
M220.10	Clearing of subsoil drains	m	17		
M220.11	Overhaul for material hauled in excess of 1,0 km free-haul	m3-km	170		
M2200	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2300

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M230	CLEANING OF WATERWAY STRUCTURES				
M230.01(c)	Cleaning of waterway structures, inlets and outlets areas on (performance base)				
M230.01(c)(i)	R21 section 1 distance 26 km (9 interchanges)	Month	6		
M230.01(c)(ii)	R21 section 2 distance 5.7 km (1 interchanges)	Month	6		
M230.01(c)(iii)	N12 section 18 distance 6.5 km (2 interchanges)	Month	6		
M230.01(c)(iv)	N12 section 19 distance 41 km (13 interchange)	Month	6		
M230.01(c)(v)	N3 section 12 distance 17.8 km (8 interchanges)	Month	6		
M230.01(c)(vi)	N17 section 2 distance 41.6 km (10 interchanges)	Month	6		
M230.01(c)(vi)	N17 section 2 distance 37.4 km (2 interchanges)	Month	6		
M230.02	Overhaul of material in excess of the free-haul	m3-km	6		
M230	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2400

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M240	CLEANING OF PREFABRICATED CULVERTS				
M240.02	Cleaning of prefabricated culverts based)(specify route, section and km				
M240.02(b)	Cleaning of culverts				
M240.02(b)(i)	R21 section 1 distance 26 km (9 interchanges)	Month	6		
M240.02(b)(ii)	R21 section 2 distance 5.7 km (1 interchanges)	Month	6		
M240.02(b)(iii)	N12 section 18 distance 6.5 km (2 interchanges)	Month	6		
M240.02(b)(iv)	N12 section 19 distance 41 km (13 interchange)	Month	6		
M240.02(b)(v)	N3 section 12 distance 17.8 km (8 interchanges)	Month	6		
M240.02(b)(vi)	N17 section 2 distance 41.6 km (10 interchanges)	Month	6		
M240.02(b)(vii)	N17 section 2 distance 37.4 km (2 interchanges)	Month	6		
M240	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2500

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M250	CLEANING OF CONCRETE DRAINS AND				
M250.01(b)	Cleaning of median concrete grid channels next to NJ Barriers	m	3 757		
M250.02	Additional cleaning of concrete drainage				
M250.02(a)	Hand Cleaning	m	289		
M250.02(b)	Extra over M250.02(a) for work during night time	%			
M250.02(c)	Mechanical vacuum road sweeper	km	1 156		
M250.02(d)	Hand cleaning (emergency clean ups)	h	1		
M250.02(e)	Mechanical vacuum road sweeper (emergency clean ups)	h	1		
M250.02(f)	Extra over item PM250.02(c, d and e) for work during night time	%			
M250.03	Cleaning of pedestrian paths				
M250.03(a)	Cleaning of pedestrian paths on instruction of the Engineer (specify section and km distance)	m	29		
M250.04	Cleaning of concrete drains(performance based)				
M250.04(b)	Cleaning of concrete drains(performance based)				
M250.04(b)(i)	R21 section 1 distance 26 km (9 interchanges)	Month	6		
M250.04(b)(ii)	R21 section 2 distance 5.7 km (1 interchanges)	Month	6		
M250.04(b)(iii)	N12 section 18 distance 6.5 km (2 interchanges)	Month	6		
M250.04(b)(iv)	N12 section 19 distance 41 km (13 interchange)	Month	6		
M250.04(b)(v)	N3 section 12 distance 17.8 km (8 interchanges)	Month	6		
M250.04(b)(vi)	N17 section 2 distance 41.6 km (10 interchanges)	Month	6		
M250.04(b)(vii)	N17 section 2 distance 37.4 km (2 interchanges)	Month	6		
M250	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2600

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M260	CLEANING AND MAINTENANCE OF EXISTING EARTH CHANNELS				
M260.01	Cleaning earth drains and channels	m3	510		
M260.02	Repairing of earth drains and channels	m3	255		
M260.03	Banks and dykes	m3	85		
M260.04	Construction of new earth drains	m3	85		
M260.05	Overhaul of material in excess of the free-haul distance of 1,0 km	m3-km	10 200		
M260	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2700

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M270	EDGE BUILD-UP REMOVAL				
M270.02	Removal edge build-ups (performance based)				
M270.02(b)	Edge build-up removal				
M270.02(b)(i)	R21 section 1 distance 26 km (9 interchanges)	Month	6		
M270.02(b)(ii)	R21 section 2 distance 5.7 km (1 interchanges)	Month	6		
M270.02(b)(iii)	N12 section 18 distance 6.5 km (2 interchanges)	Month	6		
M270.02(b)(iv)	N12 section 19 distance 41 km (13 interchange)	Month	6		
M270.02(b)(v)	N3 section 12 distance 17.8 km (8 interchanges)	Month	6		
M270.02(b)(vi)	N17 section 2 distance 41.6 km (10 interchanges)	Month	6		
M270.02(b)(vii)	N17 section 2 distance 37.4 km (2 interchanges)	Month	6		
M270	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2800

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M280	CONCRETE CHANNEL CONSTRUCTION AND MAINTENANCE OF EXISTING CHANNELS				
M280.01	Excavation				
M280.01(a)	For open drains				
M280.01(a)(i)	Soft material	m3	100		
M280.01(a)(ii)	Hard material	m3	17		
M280.01(b)	Chutes and kerb-channel combinations				
M280.01(b)(i)	Soft material	m3	9		
M280.01(b)(ii)	Hard material	m3	9		
M280.02	Cast in situ concrete				
M280.02(a)	Linings (30/19)	m3	4		
M280.02(b)	Chutes (25/19)	m3	4		
M280.02(c)	Channels for kerb and channels (25/19)	m3	4		
M280.02(d)	Concrete berms	m3	4		
M280.03	Concrete screed or backfill below chutes (15/19)	m3	4		
M280.04	Precast concrete kerbing and chutes				
M280.04(a)	Kerbing (Fig. 7)	m	9		
M280.04(b)	Chutes (indicate type)	m	9		
M280.05	Steel reinforcement				
M280.05(a)	Mild steel bars	ton	1		
M280.05(b)	High tensile steel bars	ton	1		
M280.05(c)	Welded steel mesh	kg	255		
M280.06	Sealed joints in concrete lining of open drains (type indicated with reference to drawings)	m	9		
M280.07	Demolition and removal of damaged existing structures				
M280.07(a)	Plain concrete	m3	17		
M280.07(b)	Reinforced concrete	m3	9		
M280.07(c)	Kerbing and channelling	m3	9		
M280	TOTAL CARRIED FORWARD				

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M3100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M310	FENCING				
M310.01	Clearing fence line				
M310.01(b)	1 m wide alongside existing fences	km	2		
M310.02	Repair of existing fences of less than 100 m				
M310.02(a)	Stock-proof fences	m	800		
M310.02(b)	Vermin-proof fences	m	85		
M310.02(c)	Pedestrian fences	m	17		
M310.02(d)	Security fences	m	17		
M310.02(e)	Steel palisade fence	m	17		
M310.02(f)	Concrete palisade fence				
M310.02(f)(iii)	1.8m high	m	51		
M310.02(f)(iv)	2,1m high	m	51		
M310.02(g)	Steel mesh fencing (razor mesh)				
M310.02(g)(i)	1,2m high	m	85		
M310.02(g)(ii)	2,0m high	m	85		
M310.02(h)	Flat wrap barbed wire fencing	m	170		
M310.02(i)	Game proof fences	m	34		
M310.03	Repair of existing fence of greater than 100 m				
M310.03(a)	Stock-proof fences	m	800		
M310.03(b)	Vermin-proof fences	m	9		
M310.03(c)	Pedestrian fences	m	9		
M310.03(d)	Security fences	m	9		
M310.03(e)	Steel palisade fences	m	9		
M310.03(f)	Concrete palisade fences				
M310.03(f)(iii)	1.8m high	m	17		
M310.03(f)(iv)	2,1m high	m	17		
M310.03(g)	Steel mesh fencing (razor mesh)				
M310.03(g)(i)	1,2m high	m	17		
M310.03(g)(ii)	2,0m high	m	17		
M310.03(h)	Flat wrap barbed wire fencing	m	17		
M3100	CARRIED FORWARD				

CONTRACT NRA X.002-088-2019/1

ROUTINE ROAD MAINTENANCE OF GAUTENG TSHWANE FREEWAYS

SECTION M3100

BILL OF QUANTITIES: PART B: OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
M310.04	Erection of new fences of less than 1 km				
M310.04(a)	Stock-proof fences	m	650		
M310.04(b)	Vermin-proof fences	m	9		
M310.04(c)	Pedestrian fences	m	9		
M310.04(d)	Security fences	m	9		
M310.04(e)	Steel palisade fences	m	9		
M310.04(f)	Concrete palisade fences				
M310.04(f)(iii)	1.8m high	m	9		
M310.04(f)(iv)	2,1m high	m	9		
M310.04(g)	Steel mesh fencing (razor mesh)				
M310.04(g)(i)	1,2m high	m	9		
M310.04(g)(ii)	2,0m high	m	9		
M310.04(h)	Flat wrap barbed wire fencing	m	9		
M310.05	Supply and erection of new fences of greater than 1km				
M310.05(a)	Supply of fencing material				
M310.05(a)(i)	Supply and erection of new fences of greater than 1km	Prov Sum	1	250 000.00	250 000.00
M310.05(a)(ii)	Overhead charges and profit in respect of subitem M310.05 (a)(i)	%	250 000		
M310.05(b)	Concrete backfill	m3	17		
M310.06	New gates				
M310.06(a)	Single leaf	No	2		
M310.06(a)(i)	Stock-proof fences	No	2		
M310.06(a)(ii)	Vermin-proof fences	No	2		
M310.06(a)(iii)	Pedestrian fence	No	2		
M310.06(a)(iv)	Security fences	No	2		
M310.06(b)	Double leaf (see drawings)				
M310.06(b)(i)	Stock-proof fences	No	1		
M310.06(b)(ii)	Vermin-proof fences	No	1		
M3100	CARRIED FORWARD				250 000.00

CONTRACT NRA X.002-088-2019/1

ROUTINE ROAD MAINTENANCE OF GAUTENG TSHWANE FREEWAYS

SECTION M3100

BILL OF QUANTITIES: PART B: OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				250 000.00
M310.07	Moving of existing fences and gates				
M310.07(a)	Fences				
M310.07(a)(i)	Stock-proof fences	m	17		
M310.07(a)(ii)	Vermin-proof fences	m	17		
M310.07(a)(iii)	Pedestrian fences	m	9		
M310.07(a)(iv)	Security fences	m	9		
M310.07(a)(v)	Steel palisade fences	m	9		
M310.07(a)(vi)	Concrete palisade fences	m	3		
M310.07(a)(vii)	Steel mesh fencing (razor mesh)	m	3		
M310.07(a)(viii)	Flat wrap barbed wire fencing	m	3		
M310.07(b)	Gates	No	1		
M310.08	Dismantling of existing and damaged fences	m	50		
M310.09	Drilling and blasting holes for posts and anchors	No	2		
M310.10	Procurement of specialised fencing				
M310.10(a)	Procurement of specialised fencing	Prov Sum	1	500 000.00	500 000.00
M310.10(b)	The Contractors overhead charges and profit in respect of sub-item M310.10(a)	%	500 000		
M3100	TOTAL CARRIED TO SUMMARY				750 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M3200

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M320	COLLECTION AND REMOVAL OF DEBRIS AND LITTER				
M320.02	General Clearing of the road reserve				
M320.02(a)	Urban roads (state section and km distance incl. interchanges)				
M320.02(a)(i)	R21 section 1 distance 26 km (9 interchanges)	Weekly	24		
M320.02(a)(ii)	R21 section 2 distance 5.7 km (1 interchanges)	Weekly	24		
M320.02(a)(iii)	N12 section 18 distance 6.5 km (2 interchanges)	Weekly	24		
M320.02(a)(iv)	N12 section 19 distance 41 km (13 interchange)	Weekly	24		
M320.02(a)(v)	N3 section 12 distance 17.8 km (8 interchanges)	Weekly	24		
M320.02(a)(v)	N17 section 2 distance 41.6 km (10 interchanges)	Weekly	24		
M320.02(a)(v)	N17 section 2 distance 37.4 km (2 interchanges)	Weekly	24		
M320.03	Additional ad-hoc clearing of				
M320.03(b)	Toll plazas				
M320.03(b)(i)	Gosforth Plaza	No	2		
M320.03(b)(ii)	Dalpark Plaza	No	2		
M320.03(c)	Interchanges				
M320.03(c)(i)	R21-01 Rietfontein Interchange	No	2		
M320.03(c)(ii)	R21-01 Griffiths Road Interchange	No	2		
M320.03(c)(iii)	R21-01 R24/OR Tambo Interchange	No	2		
M320.03(c)(iv)	R21-01 Voortrekker Road Interchange	No	2		
M320.03(c)(v)	R21-01 Atlas Road Interchange	No	2		
M320.03(c)(vi)	R21-01 Pomona Road Interchange	No	2		
M320.03(c)(vii)	R21-01 Benoni R23 Interchange	No	2		
M320.03(c)(viii)	R21-01 Bronkhorstspuit/Delmas Interchange	No	2		
M320.03(c)(ix)	R21-01 Olifantsfontein Interchange	No	2		
M320.03(c)(xi)	N12-18 Reading Interchange	No	2		
M320.03(c)(xii)	N12-18 Voortrekker Interchange	No	2		
M320.03(c)(xiii)	N12-19 R24 Interchange	No	2		
M320.03(c)(xiv)	N12-19 Edenvale Interchange	No	2		
M320.03(c)(xv)	N12-19 Kraft Road Interchange	No	2		
M320.03(c)(xvi)	N12-19 Jet Park Interchange	No	2		
M320.03(c)(xvii)	N12-19 Rietfontein Interchange	No	2		
M320.03(c)(xviii)	N12-19 Rondebult Road Interchange	No	2		
M320.03(c)(ixx)	N12-19 Atlas Road Interchange	No	2		
M320.03(c)(xx)	N12-19 Tom Jones Interchange	No	2		
M320.03(c)(xxi)	N12-19 Snake Road Interchange	No	2		
M320.03(c)(xxii)	N12-19 Putfontein Road Interchange	No	2		
M320.03(c)(xxiii)	N12-19 Kingsway/Daveyton Interchange	No	2		
M320.03(c)(xxiv)	N12-19 Etwatwa I Interchange	No	2		
M320.03(c)(xxv)	N12-19 Etwatwa II Interchange	No	2		
M320.03(c)(xxvi)	N3-12 Heidelberg Road Interchange	No	2		
M320.03(c)(xxvii)	N3-12 Grey Avenue Interchange	No	2		
M320.03(c)(xxviii)	N3-12 Rand Airport (N17)	No	2		
M320.03(c)(ixx)	N3-12 Elands Interchange	No	2		
M320	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M3200

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
M320.03(c)(xxx)	N3-12 Geldenhuys Interchange	No	2		
M320.03(c)(xxxi)	N3-12 Van Buuren Road Interchange	No	2		
M320.03(c)(xxxii)	N3-12 Gilloolys Interchange	No	2		
M320.03(c)(xxxiii)	N3-12 Linksfield Interchange	No	2		
M320.03(c)(xxxv)	N17-02 Wits Rifles Road Interchange	No	2		
M320.03(c)(xxxvi)	N17-02 Osborn Road Interchange	No	2		
M320.03(c)(xxxvii)	N17-02 R21 Boksburg Interchange	No	2		
M320.03(c)(xxxviii)	N17-02 R23 Heidelberg/Brakpan Road Interchange	No	2		
M320.03(c)(ixxx)	N17-02 Denne Road Interchange	No	2		
M320.03(c)(ixxxx)	N17-02 Brakpan Interchange	No	2		
M320.03(c)(ixxxi)	N17-02 Tonk Meter Road Interchange	No	2		
M320.03(c)(ixxxii)	N17-02 Wit Road Interchange	No	2		
M320.03(c)(ixxxiii)	N17-02 Anchor Road Interchange	No	2		
M320.03(c)(ixxxiv)	N17-02 Delmas/Nigel Interchange	No	2		
M320.03(c)(ixxxv)	N17-02 Balfour/Devon Interchange	No	2		
M320.04	Removal of illegal dumpings				
M320.04(a)	Removal of illegal dumping material	m3	85		
M320.04(b)	Overall on material hauled in axces of 1.0 km	m3/km	850		
M320	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M3300

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M330	SHOULDER REPAIRS				
M330.01	Reinstating gravel shoulder				
M330.01(a)	Ripping, watering, mixing, placing and compacting existing shoulders to 93 % of Mod AASHTO density	m3	510		
M330.01(b)	Extra over sub-item M330.01 (a) for adding extra material				
M330.01(b)(i)	Borrowing in road reserve (within free haul distance, 1,0 km)	m3	85		
M330.01(b)(ii)	Commercial sources	m3	85		
M330.01(b)(iii)	Milled material	m3	170		
M330.01(c)	Extra over for sub-item M330.01 (a) for stabilising material	m3	17		
M330.01(d)	Extra over for sub-item M330.01 (a) for adding chemical stabilising agent				
M330.01(d)(i)	Ordinary Portland cement	ton	3		
M330.01(e)	Extra over for sub-item M330.01(a) for bituminous stabilising agent (60% net bitumen)				
M330.01(e)(i)	Anionic stable grade emulsion	Litre	34		
M330.01(e)(ii)	Cationic stable grade emulsion	Litre	34		
M330.02	Blading of gravel shoulders				
M330.02(a)	Blading of gravel shoulders	km	9		
M330.02(b)	Cutting of mitre drains	m	17		
M330.03	Preparation of road reserve				
M330.03(a)	Reserve with dual carriageway	km	9		
M330.04	Overhaul on material in excess of the free-haul distance of 1,0km	m3 - km	170		
M330	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M3500

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M350	STABILISATION OF CUTTINGS				
M350.04	Stabilization of cutting by specialist service provider				
M350.04(a)	Stabilization of cutting slopes by specialist.	Prov Sum	1	500 000.00	500 000.00
M350.04(b)	The Contractors overhead charges and profit in respect of subitem M350.04(a)	%	500 000		
M350	TOTAL CARRIED TO SUMMARY				500 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M4100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M410	ERECTION AND REPAIR OF PERMANENT ROAD TRAFFIC				
M410.01	Erection or re-erection of road sign boards				
M410.01(a)	Area not exceeding 2 m ²	m2	85		
M410.01(b)	Area exceeding 2 m ² but not 10 m ²	m2	170		
M410.01(c)	Area exceeding 10 m ²	m2	170		
M410.01(d)	Overhead road sign boards	m2	340		
M410.02	Hazard plates				
M410.02(a)	Hazard plate and post (W401/402)				
M410.02(a)(ii)	800 mm x 150 mm	No	128		
M410.02(a)(iii)	1200 mm x 300 mm	No	34		
M410.02(b)	Hazard Plate (W401/402)				
M410.02(b)(ii)	800 mm x 150 mm	No	128		
M410.02(b)(iii)	1200 mm x 300 mm	No	34		
M410.02(c)	Hazard plate and post (W405/406)				
M410.02(c)(ii)	600mmx600mm	No	128		
M410.02(c)(iii)	900mmx900mm	No	85		
M410.02(d)	Hazard Plate (W405/406)				
M410.02(d)(ii)	600mmx600mm	No	17		
M410.02(d)(iii)	900mmx900mm	No	17		
M410.03	Reference marker boards				
M410.03(a)	Reference marker board and post				
M410.03(a)(ii)	Board Drawing No SP-S-1-3/3	No	85		
M410.03(b)	Reference marker boards				
M410.03(b)(ii)	Board Drawing No SP-S-1-3/3	No	85		
M410.04	Road sign supports				
M410.04(a)	Steel tubing (50x50x2mm square tubing plus base plate)	m	9		
M410.04(b)	Timber				
M410.04(b)(i)	100 - 125 mm	m	170		
M410.04(b)(ii)	125 - 150 mm	m	170		
M410.04(b)(iii)	150 - 175 mm	m	170		
M410.04(b)(iv)	175 - 200 mm	m	34		
M410.04(b)(v)	200 - 225 mm	m	17		
	CARRIED FORWARD				

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BILL OF QUANTITIES: PART B: OPERATIONAL

SECTION M4100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
M410.05	Excavation and backfilling for road sign supports				
M410.05(a)	Excavation and Backfilling	m3	34		
M410.05(b)	Extra over subitem M410.05(a) for rock excavation	m3	9		
M410.05(c)	Extra over subitem M410.05(a) for soilcrete backfill	m3	2		
M410.05(d)	Extra over subitem M410.05(a) for concrete backfill	m3	2		
M410.06	Dismantling, storing and re-erecting road sign boards				
M410.06(a)	Up to 2 m ²	No	2		
M410.06(b)	Exceeding 2 m ² but not 10 m ²	No	2		
M410.06(c)	Exceeding 10 m ²	No	2		
M410.07	Dismantling and storing road sign boards				
M410.07(a)	Up to 2 m ²	No	2		
M410.07(b)	Exceeding 2 m ² but not 10 m ²	No	9		
M410.07(c)	Exceeding 10 m ²	No	2		
M410.08	Removal of road sign supports	No	9		
M410.09	Repair of road sign faces	m2	2		
M410.11	Gravel drainage layer below road sign footings	m3	9		
M410.12	Procurement of road sign boards				
M410.12(a)	Procurement of road sign boards	Prov.sum	1	500 000.00	500 000.00
M410.12(b)	Overhead charges and profit in respect of subitem M410.12(a)	%	500 000		
M410.13	Erection and repairs of gantry structures				
M410.13(a)	Erection and repairs of gantry structures	Prov.sum	1	200 000.00	200 000.00
M410.13(b)	Overhead charges and profit in respect of subitem M410.13(a)	%	200 000		
M410.14	Supply of Road Signs				
M410.14(a)	Road signs:R - and TR- series				
M410.14(a)(i)	900mm	No	9		
M410.14(a)(ii)	1200mm	No	9		
M410.14(b)	Road signs: W- series				
M410.14(b)(i)	1200mm	No	9		
M410.14(b)(ii)	1500mm	No	9		
M410.14(c)	Road signs: TW- series				
M410.14(c)(i)	1200mm	No	9		
M410.14(c)(ii)	1500mm	No	9		
M4100	TOTAL CARRIED TO SUMMARY				700 000.00

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M4200

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M420	ROAD SIGN CLEANING				
M420.01	Road sign cleaning				
M420.01(a)	Cleaning of guard rail reflectors (all types)				
M420.01(a)(i)	Cleaning of guard rail reflectors	No	4 250		
M420.01(b)	Cleaning of road signs				
M420.01(b)(i)	Area up to 2 m ²	No	425		
M420.01(b)(ii)	Area exceeding 2 m ² up to 10 m ²	No	213		
M420.01(b)(iii)	Area exceeding 10 m ²	No	102		
M420.01(c)	Cleaning of overhead road signs (all sizes)	No	9		
M420.02	Removal of graffiti				
M420.02(a)	From road signs	m2	34		
M420.02(b)	From structures	m2	34		
M421	REMOVAL OF ILLEGAL SIGNS				
M421.01	Removal of illegal signs				
M421.01(a)	Signs within the road reserve:				
M421.01(a)(i)	Area exceeding 0,5 m ² up to 2 m ²	No	85		
M421.01(a)(ii)	Area exceeding 2 m ² up to 10 m ²	No	85		
M421.01(a)(iii)	Area exceeding 10 m ²	No	2		
M421.01(b)	Signs outside the road reserve:				
M421.01(b)(i)	Signs outside the road reserve (Any size)	Prov sum	1	250 000.00	250 000.00
M421.01(b)(ii)	The Contractors overhead charges and profit in	%	250 000		
M420	TOTAL CARRIED TO SUMMARY				250 000.00

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M4300

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M430	ROADSTUDS				
M430.01	Procurement and Installation of roadstuds				
M430.01(a)	Procurement and Installation of roadstuds	Prov sum	1	75 000.00	75 000.00
M430.01(b)	The Contractors overhead charges and profit in respect of sub-item M430.01(a)	%	75 000		
M430.02	Removal of damaged roadstuds				
M430.02(a)	Surface type				
M430.02(a)(Bituminous pavements	No	85		
M430.02(a)(Concrete pavements	No	34		
M430.02(b)	Embedded type				
M430.02(b)(Bituminous pavements	No	85		
M430.02(b)(Concrete pavements	No	34		
M430.02(c)	Glass type MDS	No	85		
M430.03	Replacement of roadstuds				
M430.03(a)	Surface type with shank	No	170		
M430.03(b)	Surface type without shank	No	170		
M430.03(c)	Embedded type	No	170		
M430	TOTAL CARRIED TO SUMMARY				75 000.00

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M4400

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M440	GUARD-RAIL ERECTION AND MAINTENANCE				
M440.01	Supply and erection of new galvanised guard rails				
M440.01(a)	3,81 m guardrail	m	85		
M440.01(b)	4 m guardrail	m	9		
M440.02	Supply and erection of new galvanised curved guard rails factory bent to a radius of less than 45,0 m				
M440.02(a)	3,81 m guardrail	m	2		
M440.02(b)	4 m guardrail	m	2		
M440.03	Extra over for erection of guard rail posts				
M440.03(a)	Additional timber posts for payment item M440.01, M440.02				
M440.03(a)(i)	Timber Post	No	17		
M440.03(a)(ii)	Steel post	No	2		
M440.03(a)(iii)	Steel post (sigma post)	No	2		
M440.03(b)	Excavation in hard material				
M440.03(b)(i)	Timber Post	No	17		
M440.03(b)(ii)	Steel post	No	2		
M440.03(c)	Backfilling guard-rail post with soilcrete				
M440.03(c)(i)	Timber Post	No	9		
M440.03(c)(ii)	Steel post	No	2		
M440.03(d)	Backfilling guard-rail post with concrete				
M440.03(d)(i)	Timber Post	No	9		
M440.03(d)(ii)	Steel post	No	2		
M440.04	End units				
M440.04(a)	End wings				
M440.04(a)(i)	3,81 m guardrail	No	2		
M440.04(a)(ii)	4 m guardrail	No	1		
M440.04(b)	Terminal sections in accordance with the drawings where single guard rail sections are used				
M440.04(b)(i)	3,81 m guardrail	No	1		
M440.04(b)(ii)	4 m guardrail	No	1		
	CARRIED FORWARD				

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BILL OF QUANTITIES: PART B: OPERATIONAL

SECTION M4400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
M440.04(c)	Terminal sections in accordance with the drawings where double guard rail sections are used				
M440.04(c)(i)	3,81 m guardrail	No	5		
M440.04(c)(ii)	4 m guardrail	No	5		
M440.04(d)	Bull nose end units				
M440.04(d)(i)	3,81 m guardrail	No	10		
M440.04(d)(ii)	4 m guardrail	No	10		
M440.04(e)	End unit connecting to Bridge barrier	No	4		
M440.05	Guard rail reflectors	No	170		
M440.06	Removal of damaged guard rails and re-erection of guard rails with new material				
M440.06(a)	Guard rails				
M440.06(a)(i)	3,81 m guardrail	m	4 000		
M440.06(a)(ii)	4 m guardrail	m	850		
M440.06(b)	End wings				
M440.06(b)(i)	3,81 m guardrail	No	26		
M440.06(b)(ii)	4 m guardrail	No	9		
M440.06(c)	Terminal sections with single guard rails				
M440.06(c)(i)	3,81 m guardrail	No	2		
M440.06(c)(ii)	4 m guardrail	No	2		
M440.06(d)	Terminal sections with double guard rails				
M440.06(d)(i)	3,81 m guardrail	No	2		
M440.06(d)(ii)	4 m guardrail	No	2		
M440.06(e)	Extra over for providing additional guard-rail posts				
M440.06(e)(i)	Timber post	No	85		
M440.06(e)(ii)	Steel Post (specify type)	No	17		
	CARRIED FORWARD				

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SECTION M4400

BILL OF QUANTITIES: PART B: OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
M440.07	Providing of new material required for the re-erection of gaurdrails				
M440.07(a)	Supply of new straight guardrails (3,81m guardrails)	m	4 000		
M440.07(a) (i)	Supply of new straight guardrails (4m guardrail)	m	850		
M440.07(b)	Supply of new curved guardrails (3,81m guardrails)	m	26		
M440.07(b) (i)	Supply of new curved guardrails (4m guardrail)	m	9		
M440.07(c)	Timber posts	No	4000		
M440.07(d)	Spacer blocks (3.81m guardrail)	No	4 000		
M440.07(d) (i)	Spacer blocks (4m guardrail)	No	850		
M440.07(e)	Steel posts				
M440.07(e) (i)	Z-post (3.81m guardrail)	No	170		
M440.07(e) (ii)	Sigma post (4m guardrail)	No	850		
M440.07(f)	Guardrail reflectors				
M440.07(f)(i)	Type D1 (A)	No	2 550		
M440.07(g)	End Units				
M440.07(g)(i)	End wings	No	34		
M440.07(g)(ii)	Terminal sections with single guardrails (3.81m guardrail)	No	2		
M440.07(g)(ii)(a)	Terminal sections with single guardrails (4m guardrail)	No	2		
M440.07(g)(iii)	Terminal sections with double guardrails (3.81m guardrail)	No	2		
M440.07(g)(iii)(a)	Terminal sections with double guardrails (4m guardrail)	No	2		
M440.07(g)(iv)	Bull nose end units	No	2		
M440.09	Reinstatement of concrete to guardrail post (15/19)	m3	2		
M440.10	Re-alignment of guard rails				
M440.10(i)	3,81 m guardrail	m	3 000		
M440.10(ii)	4 m guardrail	m	170		
M440.12	Installation and repair of wire rope safety fence				
M440.12(a)	Installation and repair of wire rope safety fence	Prov Sum	1	250 000.00	250 000.00
M440.12(b)	Handling costs and profit in respect of sub-item M440.12(a)	%	250 000		
	CARRIED FORWARD				250 000.00

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ROUTINE ROAD MAINTENANCE OF GAUTENG TSHWANE FREEWAYS

SECTION M4400

BILL OF QUANTITIES: PART B: OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				250 000.00
M440.14	Repair of damaged wire rope safety fence and re-erection of wire rope safety fence with new, recovered or renovated material				
M440.14(a)	Repair of Wire Rope Safety Fence Installation	m	170		
M440.14(c)	Anchor Blocks	No	2		
M440.15	Re-tensioning of wire rope safety fence	No	1		
M440.16	Installation and repair of Impact Antennuators - Crash				
M440.16(a)	Installation and repair of Impact Antennuators - Crash Cushion	Prov Sum	1	2 500 000.00	2 500 000.00
M440.16(b)	The Contractors overhead charges and profit in respect of sub-item M440.16(a)	%	2 500 000		
M440.17	Repairing of damaged wire rope safety fence				
M440.17(a)	Safe Fence materials				
M440.17(a)(i)	Stainless steel rigging screws	No	2		
M440.17(a)(ii)	Stainless steel swage fittings	No	2		
M440.17(a)(iii)	Stainless steel flat bar to end anchor	No	2		
M440.17(a)(iv)	Galvanised steel post	No	374		
M440.17(a)(v)	Stainless steel stiffening frame	No	374		
M440.17(a)(vi)	Steel spreader to end post	No	391		
M440.17(a)(vii)	Plastic spreader	No	374		
M440.17(a)(viii)	Plastic ground cover	No	425		
M440.17(a)(ix)	Plastic post caps	No	374		
M440.17(a)(x)	Reflective strips to post caps (Class 3 High Int)	No	12		
M440.17(a)(xi)	Reflective strips to post (Class 3 High Int)	No	595		
M440.17(a)(xii)	Pastic ties to post cap	No	391		
M440.17(a)(xiii)	Galvanised wire rope	m	2		
M440.17(a)(xiv)	End anchor frames galvanised	No	2		
M440.17(a)(xv)	Pre cast footings 200 diameter x 600 mm	No	2		
M440.17(c)	Placement of concrete barriers				
M440.17(c)(i)	Loading of barriers	m	100		
M440.17(c)(ii)	Off loading of barriers	m	100		
M440.17(c)(iii)	Leveling and placing of barriers in position	m	100		
M440.17(c)(iv)	Tieing barriers together (Doweling)	No	100		
M440.17(c)(v)	Overhaul for transport barriers	m/km	3 000		
M440	TOTAL CARRIED TO SUMMARY				2 750 000.00

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M4500

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M450	DAZZLE SCREEN ERECTION AND REPLACEMENT				
M450.01	Supply and erection of dazzle screens				
M450.01(a)	Metal	m	10		
M450.02	Supply and erection of dazzle screen supporting posts				
M450.02(a)	Metal	No	10		
M450.03	Removal of damaged dazzle screens and supporting posts	m	10		
M450	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M4600

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M460	ROAD MARKINGS				
M460.02	Retro-reflective road-marking paint:				
M460.02(a)	White lines (broken or unbroken) (width of line indicated)				
M460.02(a)(i)	100mm wide	km	9		
M460.02(a)(ii)	150mm wide	km	5		
M460.02(a)(iii)	200mm wide	km	5		
M460.02(a)(iv)	300mm wide	km	5		
M460.02(b)	Yellow lines (broken or unbroken) (width of line				
M460.02(b)(i)	100mm Wide	km	10		
M460.02(b)(ii)	150mm Wide	km	10		
M460.02(b)(iii)	300mm wide	km			
M460.02(d)	White lettering and symbols	m2	85		
M460.02(f)	Transverse lines, painted island and arrestor bed markings (any colour)	m2	85		
M460.04	Setting out and pre-marking the lines (excluding traffic-island markings, lettering and symbols)	km	34		
M460.05	Removal of existing, temporary or permanent road markings by:				
M460.05(a)	Sandblasting	m2	170		
M460.06	Road markings:				
M460.06(a)	Road markings:	Prov Sum	1	1 000 000.00	1 000 000.00
M460.06(b)	The Contractors overhead charges and profit in respect of sub-item M460.06(a)	%	1 000 000		
M460	TOTAL CARRIED TO SUMMARY				1 000 000.00

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SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M5100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M510	GENERAL EROSION PROTECTION				
M510.01	Stone pitching				
M510.01(b)	Grouted pitching	m2	50		
M510.01(d)	Grouted pitching on a concrete bed (total thickness 200mm)	m2	50		
M510.03	Foundations				
M510.03(a)	Excavation of foundation trenches	m3	9		
M510.03(b)	Concrete foundations	m3	9		
M510.04	Stone masonry walls				
M510.04(b)	Cement-mortared stone walls	m3	34		
M510.05	Precast concrete block retaining walls				
M510.05(a)	Precast concrete block retaining walls	Prov Sum	1	500 000.00	500 000.00
M510.05(b)	Overhead charges and profit in respect of subitem M510.05(a)	%	500 000		
M510.06	Concrete paving and block paving				
M510.06(b)	Segmented block paving (type, 80mm)	m2	34		
M510.06(c)	Prefabricated concrete grass blocks	m2	17		
M510.06(d)	Prefabricated concrete paving blocks for sidewalk pavement (50mm)	m2	34		
M510.07	Concrete edge beams	m3	2		
M510.08	Spraying of vegetation destroyer and ant poison				
M510.08(a)	Herbicide				
M510.08(a)(i)	Selective (contractor to specify brand name)	Litre	34		
M510.08(a)(ii)	Non selective (contractor to specify brand name)	Litre	34		
M510.08(b)	Ant poison (Contractor to specify brand name)	Litre	34		
M510.09	Biodegradable Fabric				
M510.09(a)	Biodegradable woven fabric, jute yarn	Prov Sum	1	50 000.00	50 000.00
M510.09(b)	Overhead charges and profit in respect of subitem M510.09(a)	%	50 000		
M5100	TOTAL CARRIED TO SUMMARY				550 000.00

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M5200

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M520	GABION PROTECTION				
M520.01	Foundation trench excavation and backfilling				
M520.01(a)	In solid rock (material which requires blasting)	m3	16		
M520.01(b)	In all other classes of material	m3	80		
M520.02	Surface preparation for bedding the gabions	m2	80		
M520.03	Gabions				
M520.03(a)	Gabion basket (1000x2000 and 80x100x2.5mm, diaphragm spacing 1000mm)	m3	16		
M520.03(c)	Gabion mattresses (0.3 by 80x100, wire 2.2mm, diaphragm spacing 1000mm)	m3	16		
M520.04	Geotextile (specify type and grade)	m2	80		
M520	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M6100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M610	GENERAL AND SHOULDER MOW				
M610.04	General mow - performance based				
M610.04(a)	Reserve with dual carriageway (State section and km distance incl. I/C)				
M610.04(a)(i)	R21 section 1 distance 26 km (9 interchanges)	Month	6		
M610.04(a)(ii)	R21 section 2 distance 5.7 km (1 interchanges)	Month	6		
M610.04(a)(iii)	N12 section 18 distance 6.5 km (2 interchanges)	Month	6		
M610.04(a)(iv)	N12 section 19 distance 41 km (13 interchange)	Month	6		
M610.04(a)(v)	N3 section 12 distance 17.8 km (8 interchanges)	Month	6		
M610.04(a)(vi)	N17 section 2 distance 41.6 km (10 interchanges)	Month	6		
M610.04(a)(vii)	N17 section 2 distance 37.4 km (2 interchanges)	Month	6		
M611.03	Mowing of additional areas				
M611.03(a)	Ad-hoc areas	m2	1 734		
M611.03(c)	Fence line				
M611.03(c)(i)	1,0m wide	km	6		
M611.03(d)	1,0m wide either side of concrete drains and pedestrian path	km	3		
M611.03(e)	Mowing of additional SANRAL properties	ha	10		
M6100	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M6200

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M620	CHEMICAL CONTROL OF UNDESIRABLE VEGETATION				
M620.01	Annual chemical eradication of undesirable vegetation				
M620.01(a)	Reserve with dual carriageway (State section and km distance incl. Interchanges)				
M620.01(a)(i)	R21 section 1 distance 26 km (9 interchanges)	No	3		
M620.01(a)(ii)	R21 section 2 distance 5.7 km (1 interchanges)	No	3		
M620.01(a)(iii)	N12 section 18 distance 6.5 km (2 interchanges)	No	3		
M620.01(a)(iv)	N12 section 19 distance 41 km (13 interchange)	No	3		
M620.01(a)(v)	N3 section 12 distance 17.8 km (8 interchanges)	No	3		
M620.01(a)(vi)	N17 section 2 distance 41.6 km (10 interchanges)	No	3		
M620.01(a)(vii)	N17 section 2 distance 37.4 km (2 interchanges)	No	3		
M620.02	Additional chemical eradication of undesirable vegetation of vegetation growth on instruction from the Engineer				
M620.02(a)	Isolated areas	m2	1700		
M620.02(b)	Dense areas (areas more than 20% infested)	ha	2		
M620.02(c)	Shoulder weedspray	km	9		
M620.02(d)	Extra over sub-item M620.02 (c) under guardrails	km	9		
M620.02(e)	Between road reserve fence and neighbouring solid wall	m2	170		
M620.02(g)	Openings, cracks and joints on concrete channels, lay-byes and block paved areas, and joints between the road pavement and concrete channels				
M620.02(g)(i)	Road reserve with dual carriageway(State section and km distance incl. Interchanges)				
M620.02(g)(i)(a)	R21 section 1 distance 26 km (9 interchanges)	No	2		
M620.02(g)(i)(b)	R21 section 2 distance 5.7 km (1 interchanges)	No	2		
M620.02(g)(i)(c)	N12 section 18 distance 6.5 km (2 interchanges)	No	2		
M620.02(g)(i)(d)	N12 section 19 distance 41 km (13 interchange)	No	2		
M620.02(g)(i)(e)	N3 section 12 distance 17.8 km (8 interchanges)	No	2		
M620.02(g)(i)(f)	N17 section 2 distance 41.6 km (10 interchanges)	No	2		
M620.02(g)(i)(g)	N17 section 2 distance 37.4 km (2 interchanges)	No	2		
M6200	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M6300

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M630	REMOVAL OF UNDESIRABLE VEGETATION: PHYSICAL ERADICATION				
M630.01	Eradication of undesired vegetation				
M630.01(a)	Initial Eradication				
M630.01(a)(i)	Undesirable Vegetation and Trees with a girth of 0 to 150mm (for entire route)	LS	1		
M630.01(a)(ii)	Trees with a girth exceeding 151mm to 500mm (for entire route)	LS	1		
M630.01(b)	Annual Eradication (specify section and km distance including interchanges)				
M630.01(b)(i)	R21 section 1 distance 26 km (9 interchanges)	No	1		
M630.01(b)(ii)	R21 section 2 distance 5.7 km (1 interchanges)	No	1		
M630.01(b)(iii)	N12 section 18 distance 6.5 km (2 interchanges)	No	1		
M630.01(b)(iv)	N12 section 19 distance 41 km (13 interchange)	No	1		
M630.01(b)(v)	N3 section 12 distance 17.8 km (8 interchanges)	No	1		
M630.01(b)(vi)	N17 section 2 distance 41.6 km (10 interchanges)	No	1		
M630.01(b)(vii)	N17 section 2 distance 37.4 km (2 interchanges)	No	1		
M630.02	Tree felling on instruction from the Engineer				
M630.02(a)	Girth exceeding 150 mm to 500 mm	No	42		
M630.02(b)	Girth exceeding 500 mm up to 1 000 mm	No	42		
M630.02(c)	Girth exceeding 1 000 mm up to 2 000 mm	No	17		
M630.02(d)	Girth exceeding 2 000 mm up to 4 000 mm	No	9		
M630.02(e)	Girth exceeding 4 000 mm	No	2		
M630.03	Burning of fire breaks per operation				
M630.03(a)	5m wide fire breaks in median				
M630.03(a)(i)	R21 section 1 distance 26 km (9 interchanges)	No	1		
M630.03(a)(ii)	R21 section 2 distance 5.7 km (1 interchanges)	No	1		
M630.03(a)(iii)	N12 section 18 distance 6.5 km (2 interchanges)	No	1		
M630.03(a)(v)	N12 section 19 distance 41 km (13 interchange)	No	1		
M630.03(a)(vi)	N17 section 2 distance 41.6 km (10 interchanges)	No	1		
M630.03(c)	5m wide fire next to road reserve fence				
M630.03(c)(i)	R21 section 1 distance 26 km (9 interchanges)	No	1		
M630	CARRIED FORWARD				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
M630.03(c)(ii)	R21 section 2 distance 5.7 km (1 interchanges)	No	1		
M630.03(c)(iii)	N12 section 19 distance 41 km (13 interchange)	No	1		
M630.03(c)(iv)	N17 section 2 distance 41.6 km (10 interchanges)	No	1		
M630.03(c)(v)	N17 section 2 distance 37.4 km (2 interchanges)	No	1		
M630.04	Additional eradiction of undesired vegetation as instructed by the Engineer	ha	2		
M630	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M6400

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M640	MAINTENANCE AND ESTABLISHMENT OF PLANTS, TREES AND SHRUBS				
M640.02	Trimming of shrubs and hedges				
M640.02(a)	Annual trimming of shrubs and hedges				
M640.02(a)(i)	Reserve with dual carriageway (State section and km distance incl. Intersections)				
M640.02(a)(i)(c)	N12 section 18 distance 6.5 km (2 interchanges)	No	1		
M640.03	Preparing plant holes				
M640.03(a)	Trees	No	9		
M640.04	Supply of trees,shrubs and hedge plants				
M640.04(a)	Supply of trees,shrubs and hedge plants	Prov Sum	1	50 000.00	50 000.00
M640.04(b)	The Contractors overhead charges and profit in respect of sub-item M640.04(a)	%	50 000		
M640.05	Watering of trees, shrubs and grass	kl	170		
M640.06	Trimming of trees on instruction of engineer	No	85		
M640	TOTAL CARRIED TO SUMMARY				50 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M6500

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M650	ESTABLISHMENT OF GRASS				
M650.01	Trimming for grassing				
M650.01(a)	Machine trimming	m2	2		
M650.01(b)	Hand trimming	m2	2		
M650.02	Loosening of topsoil				
M650.02(a)	Ripping	ha	2		
M650.02(b)	Ploughing for loosening topsoil	ha	2		
M650.03	Topsoil placing				
M650.03(a)	Flat areas	m3	2		
M650.03(b)	Slopes	m3	2		
M650.04	Overhaul on material hauled in excess of 1,0 km	m3 - km	4		
M650.05	Chemical fertiliser and/or soil improvement material for grassing (2:3:2(22)+Zn)	ton	2		
M650.07	Grassing				
M650.07(a)	Grass runners (kikuyu)	m2	2		
M650.07(b)	Sodding				
M650.07(b)(i)	Nursery sods (kikuyu)	m2	2		
M650.07(b)(ii)	Veld sods	m2	2		
M650.07(c)	Hydro seeding and hand sowing				
M650.07(c)(i)	Providing an approved seed mixture for hydro seeding or hand sowing	kg	2		
M650.07(c)(ii)	Hydro seeding	ha	2		
M650.07(c)(iii)	Hand sowing (labour-intensive)	m2	2		
M650	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M9100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M910	DAYWORKS SCHEDULE				
M910.01	Labour during normal working hours				
M910.01(a)	Unskilled	hour	34		
M910.01(b)	Semi-skilled	hour	17		
M910.01(c)	Skilled	hour	9		
M910.01(d)	Team Leader (Ganger)	hour	9		
M910.01(e)	Flagmen	hour	34		
M910.02	Labour outside normal working hours				
M910.02(a)	Outside normal working hours and Saturdays				
M910.02(a)(i)	Unskilled	hour	34		
M910.02(a)(ii)	Semi-skilled	hour	17		
M910.02(a)(iii)	Skilled	hour	9		
M910.02(a)(iv)	Team Leader (Ganger)	hour	9		
M910.02(a)(v)	Flagmen	hour	34		
M910.02(b)	Sundays and public holidays				
M910.02(b)(i)	Unskilled	hour	17		
M910.02(b)(ii)	Semi-skilled	hour	17		
M910.02(b)(iii)	Skilled	hour	4		
M910.02(b)(iv)	Team Leader (Ganger)	hour	4		
M910.02(b)(v)	Flagmen	hour	9		
M910.03	Equipment and Transport				
M910.03(a)	Tipper Trucks				
M910.03(a)(i)	3 to 5 ton capacity	hour	9		
M910.03(a)(ii)	More than 5 ton capacity	hour	9		
M910.03(b)	Loader (0,5 m3) bucket	hour	9		
M910.03(c)	Grader(CAT 140G or similar)	hour	9		
M9100	CARRIED FORWARD				

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CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M9100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
M910.04	Procurement of materials				
M910.04(a)	Procurement of materials	Prov Sum	1	750 000.00	750 000.00
M910.04(b)	The Contractors overhead charges and profit in respect of sub-item M910.04 (a)	%	750 000		
M910.05	Extra over item M910.03 for establishment, within 24 hours of				
M910.05(a)	Tipper Trucks	No	1		
M910.05(a)(i)	3 to 5 ton capacity	No	1		
M910.05(a)(ii)	More than 5 ton capacity	No	1		
M910.05(b)	Dewatering pump including generators and accessories (specify size)	No	1		
M910.05(c)	Water truck (5 000 l)	No	1		
M910.05(d)	TLB	No	1		
M910.05(e)	Bobcat	No	1		
M910.06	Repairs to the road network				
M910.06(a)	Repairs to the road network	Prov Sum	1	500 000.00	500 000.00
M910.06(b)	The Contractor's overhead charges and profit in respect of sub-item M910.06(a)	%	500 000		
M910.07	Minor road infrastructure				
M910.07(a)	Minor Infrastructure	Prov Sum	1	500 000.00	500 000.00
M910.07(b)	The Contractors overhead charges and profit in respect of subitem M910.07(a)	%	500 000		
M9100	TOTAL CARRIED TO SUMMARY				1 750 000.00

CONTRACT NRA X.002-163-2023/1 TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M9200

PART C : TARGETED ENTERPRISE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M920	TARGETED ENTERPRISE				
M920.01	Additional costs for sub-contractors				
M920.01(a)	Establishment on site and general obligations of sub-contractors	Prov Sum	1	24 919 906.47	24 919 906.47
M920.02	Construction Works by Targeted Enterprise				
M920.02(a)	Payment associated with the construction works carried out by Targeted Enterprise sub-contractors of all levels of contractor grading designation appointed in terms of Part D	PrimeCost	1.00	157 927 200.00	157 927 200.00
M920.02(b)	Handling cost and profit in respect of payments Associated with subitem M920.02(a)	%	157 927 200		
M920	TOTAL CARRIED TO SUMMARY				182 847 106.47

SUMMARY OF BILL OF QUANTITIES**CONTRACT NRA X.002-163-2023/1 TOLL****SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS**

SECTION	DESCRIPTION	AMOUNT
PART A : MANAGEMENT SECTION		
M0300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	250 000.00
M0200	GENERAL REQUIREMENTS AND PROVISION	3 360 000.00
M0400	ROUTE PATROL SERVICES	1 000 000.00
M0500	ACCOMMODATION OF TRAFFIC	
M0600	SKILLS DEVELOPMENT	281 872.00
M1100	PAVEMENT LAYERS REPAIR	
M1200	REPAIR OF POTHOLES, EDGE BREAKS AND SURFACE FAILURES	
M1600	SURFACE TREATMENT OF SURFACED ROADS	3 000 000.00
M7100	EMERGENCY STANDBY TEAM	
M7200	ALL-EMERGENCY NORMALISATION	1 000 000.00
M8100	MINOR REPAIRS TO STRUCTURES	5 000 000.00
SUB-TOTAL PART A : MANAGEMENT SECTION		13 891 872.00
PART B : OPERATIONAL SECTION		
M1300	CRACK SEALING	
M1500	CRACK AND JOINT SEALING OF CONCRETE PAVEMENTS	500 000.00
M1700	REPAIR OF SLOPE FAILURES AND WASHAWAYS	1 000 000.00
M2100	REPAIR AND MAINTENANCE OF INLET AND OUTLET STRUCTURES	3 015 000.00
M2200	SUBSOIL DRAIN INSTALLATION AND MAINTENANCE	
M2300	CLEANING OF WATERWAY STRUCTURES	
M2400	CLEANING OF PREFABRICATED CULVERTS	
M2500	CLEANING OF CONCRETE DRAINS AND CHANNELS	
M2600	CLEANING AND MAINTENANCE OF EXISTING EARTH CHANNELS	
M2700	EDGE BUILD-UP REMOVAL	
M2800	CONCRETE CHANNEL CONSTRUCTION AND MAINT. OF EXISTING CHANNELS	
M3100	FENCING	750 000.00
M3200	COLLECTION AND REMOVAL OF DEBRIS AND LITTER	
M3300	SHOULDER REPAIRS	
M3500	STABILISATION OF CUTTINGS	500 000.00
M4100	ERECTION AND REPAIR OF PERMANENT ROAD TRAFFIC SIGNS	700 000.00
M4200	ROAD SIGN CLEANING AND REMOVAL OF ILLEGAL SIGNS	250 000.00
M4300	ROADSTUDS	75 000.00
M4400	GUARDRAIL ERECTION AND MAINTENANCE	2 750 000.00
M4500	DAZZLE SCREEN ERECTION AND REPLACEMENT	
M4600	ROAD MARKINGS	1 000 000.00
M5100	GENERAL EROSION PROTECTION	550 000.00
M5200	GABION PROTECTION	
M6100	CONTROLLING VEGETATION GROWTH: MOWING AND CUTTING	
M6200	CHEMICAL CONTROL OF VEG. AND ERADICATION OF UNDESIRABLE VEGETATION	
M6300	REMOVAL OF UNDESIRABLE VEGETATION: PHYSICAL ERADICATION	
M6400	MAINTENANCE AND ESTABLISHMENT OF PLANTS, TREES AND SHRUBS	50 000.00
M6500	ESTABLISHMENT OF GRASS	
M9100	DAYWORKS SCHEDULE	1 750 000.00
SUB-TOTAL PART B : OPERATIONAL SECTION		12 890 000.00
PART C : TARGETED ENTERPRISE		
M9200	TARGETED ENTERPRISE	182 847 106.47
SUB-TOTAL PART C : TARGETED ENTERPRISE		182 847 106.47
TOTAL		209 628 978.47

C2.3 SUMMARY OF PRICING SCHEDULE

**CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTION 1 & 2,
N12 SECTION 18 & 19, AND N17 SECTION 2 (EKURHULENI RRM)**

PART A:	MANAGEMENT CONTRACTOR	R13 891 872.00
PART B:	OPERATIONS CONTRACTOR	R12 890 000.00
PART C:	TARGETED ENTERPRISE	R182 847 106.47
	SUB TOTAL	<u>R209 628 978.47</u>

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M0300

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M0300	<u>CONTRACTOR'S ESTABLISHMENT ON AND GENERAL OBLIGATIONS</u>				
M030.01	Fixed obligations	LS	1		
M030.02	Value related obligations	LS	1		
M030.03	Time related obligations				
M030.03(a)	General obligations	Month	60		
M030.03(b)	Occupational health and safety obligations	Month	60		
M030.03(c)	Environmental obligations	Month	60		
M030.03(d)	Reporting obligations	Month	60		
M030.05	Tenders Process for Targeted Enterprises				
M030.05(a)	Contractor's charge for the management and execution of the Targeted Enterprise procurement process:				
M030.05(a)i	Procurement process for the totality of all concluded for the appointment of Targeted Enterprise subcontractors of CIDB 1 CE and 2 CE contractor grading	No	3		
M030.05(a)ii	Procurement process for the totality of all concluded for the appointment of Targeted Enterprise subcontractors of CIDB 3 CE and 4 CE contractor grading	No	3		
M030.05(a)iii	Procurement process for the totality of all concluded for the appointment of Targeted Enterprise subcontractors of CIDB 5 CE and higher contractor grading	No	3		
M030.06	Responsibility of the contractor towards Targeted Enterprises				
M030.06(a)	Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises	Month	60		
M030.08	Preparing and maintaining a Portfolio of for each subcontractors				
M030.08(a)	Preparing and maintaining a Portfolio of for each subcontractors	Prov Sum	1	250 000.00	250 000.00
M030.08(b)	The Contractors overhead charges and profit respect of sub-item M030.08(a)	%	250 000.00		
M0300	TOTAL CARRIED TO SUMMARY				250 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M0200

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M0200	<u>GENERAL REQUIREMENTS AND PROVISIONS</u>				
M020.01	Information signboards				
(a)	Type 1 (large)	No	2		
(b)	Type 2 (small)	No	3		
M020.02	Compensation to landowners				
M020.02(a)	Compensation for landowners	Prov Sum	1.00	50 000.00	50 000.00
M020.02(b)	The contractors overhead charges and profit in respect of sub-item M020.02(a) above	%	50 000.00		
M020.03	Advertising cost				
(a)	Advertising cost	Prov Sum	1.00	60 000.00	60 000.00
(b)	The Contractor's overhead charges and profit in respect of sub-item PM020.03 (a)	%	60 000.00		
M020.04	Stakeholder and Community Liaison and Social Facilitation				
M020.04(a)	Cost of Liaison, Social Facilitation and PLC	Prov Sum	1.00	600 000.00	600 000.00
M020.04(b)	Handling cost and profit in respect of of sub-item PM020.04 (a)	%	600 000.00		
M020.05	Target Group Participation				
M020.05(a)	Contract Participation Performance Bonus	Prov Sum	1.00	200 000.00	200 000.00
M020.06	Training Costs:				
M020.06(a)i	Accredited generic skills training	Prime Cost	1	500 000.00	500 000.00
M020.06(a)ii	Community skills training	Prime Cost	1	250 000.00	250 000.00
M020.06(a)iii	Handling cost and profit in respect of sub-item M020.06(a)i and M020.06(a)ii	%	750 000.00		
M020.06(b)	Other costs during training	Prov Sum	1	150 000.00	150 000.00
M020.06(c)	Training Venue	Lump Sum	1		
M020.07	Wellness Program				
M020.07(a)	Office Facilities for Wellness Champion	Month	60		
M020.07(b)	Wellness Champion	Prov Sum	1	160 000.00	160 000.00
M020.07(c)	Venue for ACT process	Prov Sum	1	50 000.00	50 000.00
M020.07(d)	Transport for workers and their immediate families for ACT process	Prov Sum	1	150 000.00	150 000.00
M0200	CARRIED FORWARD				2 170 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M0200

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M0200	BROUGHT FORWARD				2 170 000.00
M020.07(e)	Remuneration for workers during ACT process	Prov Sum	1	150 000.00	150 000.00
M020.07(f)	The contractors overhead charges and profit in respect of sub-item M020.07(b) to (e)	%	510 000.00		
M020.08	Transport for Wellness Champion				
M020.08(a)	Transport for Wellness Champion	Prov Sum	1	150 000.00	150 000.00
M020.08(b)	The contractors overhead charges and profit in respect of sub-item M020.08(a)	%	150 000.00		
M020.09	Provision of Security Services				
M020.09(a)	Provision of Grade C Security Guards	Person/day	1 500		
M020.09(b)	Provision of armed Security Guards	Person/day	600		
M020.09(c)	Provision of response vehicle	hour	480		
M0200	TOTAL CARRIED TO SUMMARY				2 470 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M0400

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M0400	<u>ROUTE PATROL SERVICES</u>				
M040.01	Route Patrol	Month	60		
M040.03	Procurement and implementation of visual capturing devices for route patrol services				
M040.03(a)	Procurement and implementation of visual capturing devices for route patrol services	Prov Sum	1	300 000.00	300 000.00
M040.03(b)	The contractors overhead charges and profit in respect of sub-item M040.03(a)	%	300 000.00		
M0400	TOTAL CARRIED TO SUMMARY				300 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M0500

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M0500	<u>ACCOMMODATION OF TRAFFIC</u>				
M050.01	Provision of temporary traffic control facilities				
M050.01(b)	Road signs: R- and TR-series				
M050.01(b)i	1200mm	No	120		
M050.01(b)ii	900mm	No	120		
M050.01(c)	Road signs: TW-series				
M050.01(c)i	1500mm	No	30		
M050.01(c)ii	1200mm	No	30		
M050.01(d)	Rectangular road signs: TGS-, TIN- and TW-series (excluding delineators and barricades)	m²	120		
M050.01(e)	Delineators				
M050.01(e)i	1000mm x 250mm	No	4 000		
M050.01(e)iii	Solid rubber moulded heavy duty bases for (e)i	No	4 000		
M050.01(f)	Barricades				
M050.01(f)i	2400mm x 400mm	No	40		
M050.01(f)ii	1800mm x 300mm	No	40		
M050.02	Accommodation of traffic and maintaining temporary deviations				
M050.02(a)	General provisions	month	60		
M050.02(b)	Work undertaken by contractor	month	60		
M050.02(d)	Traffic Safety Officer	month	60		
PM050.03	Supply and use of truck-mounted attenuators (for 1 TMA's)	month	60		
PM050.04	Additional lane closures (per lane)	No	150		
M0500	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M0600

PART A : MANAGEMENT

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CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M1100

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M110	PAVEMENT LAYERS REPAIR				
M110.01	Removal and excavating material from existing pavements (except milled material)				
M110.01(a)	Area up to 50m ²	m3	22		
M110.02	Milling out material from existing pavements				
M110.02(b)	Exceeding 30mm but no 60mm	m3	378		
M110.02(c)	Exceeding 60mm but not exceeding 150mm	m3	186		
M110.02(d)	Exceeding 150mm but not exceeding 250mm	m3	100		
M110.02(f)	Establishment of milling machine on site	No	3		
M110.02(g)	Moving the milling machine on site for distance exceeding 5.0 km	No	3		
M110.03	Backfilling of base layer failures with:				
M110.03(c)	Asphalt base (hot mix- continuously graded 28mm max)				
M110.03(c)(i)	Areas up to 50m ²	ton	100		
M110.03(c)(ii)	Areas exceeding 50m ² up to 100m ²	ton	100		
M110.03(c)(iii)	Areas exceeding 100m ²	ton	200		
M110.04	Surfacing of base layer repairs with:				
M110.04(a)	Asphalt surfacing (hot mix- continuously graded medium)				
M110.04(a)(i)	Areas up to 50m ²	ton	150		
M110.04(a)(ii)	Areas exceeding 50m ² up to 100m ²	ton	150		
M110.04(a)(iii)	Areas exceeding 100m ²	ton	250		
M110.05	Establishment and moving of asphalt paver on				
M110.05(a)	Establishment of asphalt paver	No	2		
M110.05(b)	Moving the paver on site for distance exceeding 5km	No	2		
M110.09	Overhaul of material hauled in excess of 1 km	m3-km	1 440		
M110.11	100mm cores in asphalt paving	No	60		
M110	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL
 SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS
 PART B : OPERATIONAL

SECTION M1200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M120	<u>REPAIR OF POTHOLES</u>				
M120.02	Pothole repair (performance based)	month	60		
M121	<u>REPAIR OF EDGE BREAKS</u>				
M121.02	Repairing edge breaks using (performance	month	60		
PM122	<u>REPAIR OF SURFACE FAILURES</u>				
M122.02	Surface failure repair (performance based)	month	60		
M120	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M1600

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M1600	<u>SURFACE TREATMENT - TEXTURE CORRECTION</u>				
M160	SURFACE TREATMENT - TEXTURE CORRECTION				
M160.01	Application of slurry mixed on site				
M160.01(a)	Tack coating using 30 % stable grade bitumen emulsion	Litre	50		
M160.01(b)	Slurry applied for texture treatment (Fine Slurry Fine Grade with 60% stable-grade anionic bitumen emulsion)				
M160.01(b)(i)	Applied by hand	m3	5		
M160.01(b)(ii)	Applied by spreader box	m3	5		
M160.02	Application of slurry from commercial sources				
M160.02(a)	Tack coating using 30 % stable grade bitumen emulsion	Litre	5		
M160.02(b)	Slurry applied for texture treatment (Fine Slurry Fine Grade with 60% stable-grade anionic bitumen emulsion)				
M160.02(b)(ii)	Applied by spreader box	m3	5		
M161	SURFACE TREATMENT -RUT FILLING				
M161.01	Application of slurry for rut filling mixed on site				
M161.01(b)	Slurry applied by spreader box with rigid squeegees in one application for rut filling (Fine Slurry Medium Grade, Modified Cationic Bitumen Emulsion AC-E1)	m3	10		
M161.02	Application of slurry for rut filling from commercial				
M161.02(b)	Slurry applied by spreader box with rigid squeegees in one	m3	10		
M161.03	Application of slurry for rut filling from commercial				
M161.03(a)	Application of slurry for rut filling from commercial sources	Prov Sum	1	500 000.00	500 000.00
M161.03(b)	The Contractors overhead charges and profit in respect of sub-item M161.03(a)	%	500 000.00		
M1600	TOTAL CARRIED TO SUMMARY				500 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M7100

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M710	EMERGENCY STANDBY TEAM				
M710.01	Emergency standby				
M710.01(a)	Emergency team on standby	Month	60		
M710.01(b)	Emergency equipment on standby	Month	60		
M710.01(c)	Call out cost	km	20 000		
M710	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M7200

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M720	ALL-EMERGENCY NORMALISATION				
M720.01	All-emergency normalisation				
M720.01(a)	Accident restoration and cleaning of spillages	hour	320		
M720.01(b)	Sheltering of animals	hour	160		
M720.01(c)	Fire fighting	hour	320		
M720.01(d)	Safeguarding of dangerous area	hour	480		
M720.02	Procurement of materials				
M720.02(a)	Procurement of materials	Prov Sum	1	100 000.00	100 000.00
M720.02(b)	The contractors overhead charges and profit in respect of sub-item M720.02(a)	%	100 000		
M720	TOTAL CARRIED TO SUMMARY				100 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M8100

PART A : MANAGEMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M810	SMALL REPAIRS OF STRUCTURES				
M810.01	Minor repairs to structures				
M810.01(a)	Minor repairs to structures	Prov Sum	1	1 000 000.00	1 000 000.00
M810.01(b)	The Contractor's overhead charges and profit in respect of sub-item M810.01 (a)	%	1 000 000		
M810	TOTAL CARRIED TO SUMMARY				1 000 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M1300

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M130	CRACK SEALING				
M130.01	Cleaning and sealing the cracks				
M130.01(a)	Cleaning cracks per metre with:				
M130.01(a)(ii)	Hot compressed air	m	4 800		
M130.01(c)	Applying herbicides for sealing cracks	litre	80		
M130.01(d)	Priming of cracks	m	4 800		
M130.01(e)	Sealing the cracks with:				
M130.01(e)(i)	C-E1 modified binder	m	4 800		
M130.01(f)	Extra over M130.01(e) for filling with cracks with fine sand to underside of base layer as specified	m	320		
M130.02	Geotextile crack sealing				
M130.02(a)	Sealing cracks with 200mm wide geotextile "bandage" using:				
M130.02(a)(i)	65 % Cationic bitumen emulsion (5%)	m	800		
M130.02(b)	Sealing "crocodile" cracks with geotextile over areas using:				
M130.02(b)(i)	65 % Cationic itumen emulsion (5%)	m2	800		
M130	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M1500

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M150	CRACK AND JOINT SEALING OF CONCRETE PAVEMENTS				
M150.01	Preparation and sealing or resealing of old joints and cracks in existing concrete pavements:				
M150.01(a)	Expansion joints	m	8		
M150.01(b)	Construction joints and weakened plane joints:				
M150.01(b)(i)	Less than 12mm width	m	8		
M150.01(b)(ii)	12mm to 20mm width	m	8		
M150.01(b)(iii)	Exceeding 20mm width	m	8		
M150.01(c)	Cracks:				
M150.01(c)(i)	Less than 12mm width	m	8		
M150.01(c)(ii)	12mm to 20mm width	m	8		
M150.01(c)(iii)	Exceeding 20mm width	m	8		
M150.02	Temporary partial-depth pothole repair of concrete with asphalt surfacing				
M150.02(a)	Hot mix continuously graded asphalt	No	3		
M150.02(b)	Cold mix asphalt	No	2		
M150.03	Small repair to existing concrete pavements				
M150.03(a)	Small repair to existing concrete pavements	Prov Sum	1	500 000.00	500 000.00
M150.03(b)	The contractors overhead charges and profit in respect of sub-item M150.03(a)	%	500 000.00		
M150	TOTAL CARRIED TO SUMMARY				500 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M1700

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M170	REPAIR OF SLOPE FAILURES AND				
M170.01	Reconstruction of slope failures and washaways mass earth works				
M170.01(a)	Excavation and removing excavated material to or stockpile as directed by the engineer. A distinction shall be made between:				
M170.01(a)(i)	Soft material	m ³	4		
M170.01(a)(ii)	Intermediate material	m ³	4		
M170.01(a)(iii)	Hard and boulder class material	m ³	4		
M170.01(b)	Drying excavated material suitable for re-use	m ³	4		
M170.01(c)	Roadbed compaction to 90% of modified AASHTO	m ³	4		
M170.01(d)	Backfill at excavated area in				
M170.01(d)(i)	Fill embankments to 90% of modified AASHTO	m ³	8		
M170.01(d)(ii)	Cut embankment to 90% of modified AASHTO including haul for a free haul distance of 1.0km	m ³	8		
M170.02	Reconstruction of pavement layers				
M170.02(a)	Natural gravel selected subgrade	m ³	4		
M170.02(b)	Cement stabilised natural gravel subbase	m ³	4		
M170.02(c)	Emulsion treated crushed stone base	m ³	4		
M170.02(d)	Crushed stone base (G1)	m ³	4		
M170.02(e)	Hot mix asphalt (continuously graded medium)	m ³	4		
M170.02(f)	Cold mix asphalt (Agreement SA certified)	m ³	4		
M170.03	Prime and Track coats				
M170.03(a)	30% Stable grade emulsion	Litre	4		
M170.03(b)	Inverted bitumen emulsion prime	Litre	4		
M170.04	Overhaul on natural gravel material	m ³ -km	80		
M170.05	Repair of slope failures and washaways				
M170.05(a)	Provisional sum for repair of slope failures and	Prov sum	1	150 000.00	150 000.00
M170.05(b)	The contractors overhead charges and profit in of sub-item M170.05(a)	%	150 000		
M170	TOTAL CARRIED TO SUMMARY				150 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M210	<u>REPAIR AND MAINTENANCE OF INLET AND OUTLET STRUCTURES</u>				
M210.01	Excavation				
M210.01(a)	Excavation soft material	m³	32		
M210.01(b)	Excavation hard material	m³	16		
M210.02	Backfilling				
M210.02(a)	Using the excavated material	m³	16		
M210.02(b)	Using stabilised excavated material	m³	16		
M210.03	Reconstruction of inlet and outlet structures				
M210.03(a)	In concrete (class indicated)				
M210.03(a)i	Concrete (Class 15/19)	m³	2		
M210.03(a)iii	Concrete (Class 25/19)	m³	2		
M210.03(b)	Brickwork	m³	2		
M210.03(c)	Plastering	m²	4		
M210.03(d)	Maintenance of grids				
M210.03(d)i	Welding and loosening of steel grids	Prov Sum	1	30 000.00	30 000.00
M210.03(d)ii	The Contractors overhead charges and profit in	%	30 000		
M210.04	Accessories				
M210.04(a)	Accessories	Prov Sum	1	1 000 000.00	1 000 000.00
M210.04(b)	The Contractors overhead charges and profit in	%	1 000 000		
M210.05	Demolition of existing structures				
M210.05(a)	Plain concrete	m3	2		
M210.05(b)	Reinforced concrete	m3	2		
M210.05(c)	Brickwork	m3	2		
M210.05(d)	Stone masonry	m3	2		
M210.06	Repairing of existing structures (inlet and outlet structures, pipes and culverts)				
M210.06(a)	Concrete (class indicated)				
M210.06(a)i	15/19	m3	2		
M210.06(a)ii	25/19	m3	2		
M210.06(a)iv	30/19	m3	2		
M210	TOTAL CARRIED FORWARD				1 030 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2100

BILL OF QUANTITIES: PART B: OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				1 030 000.00
M210.06(b)	Brickwork	m3	2		
M210.06(c)	Stone masonry with rock material obtained from				
M210.06(c)(i)	Natural sources	m3	2		
M210.06(c)(ii)	Commercial sources	m3	2		
M210.06(d)	Plastering	m2	2		
M210.07	Steel reinforcement				
M210.07(a)	Mild steel bars	ton	1		
M210.07(b)	High tensile steel bars	ton	1		
M210.07(c)	Welded steel mesh	kg	8		
M210.08	Overhaul on materials for haul in excess of 1.0 km				
M210.08(a)	Excavated material to spoil	m3-km	16		
M210.08(b)	Existing structures demolished	m3-km	16		
M210	TOTAL CARRIED TO SUMMARY				1 030 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2200

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M220	SUBSOIL DRAIN INSTALLATION AND				
M220.01	Excavation				
M220.01(a)	Excavating soft material	m3	4		
M220.01(b)	Excavating hard material	m3	4		
M220.02	Impermeable backfilling	m3	2		
M220.03	Natural permeable material				
M220.03(a)	Crushed stone from commercial source (state grade)				
M220.03(a)(ii)	Course grade	m3	2		
M220.03(c)	Sand from commercial source (state grade)				
M220.03(c)(i)	Fine grade	m3	2		
M220.03(c)(ii)	Course grade	m3	2		
M220.04	Pipes				
M220.04(a)	Unplasticized PVC pipes and fittings, normal with couplings				
M220.04(a)(i)	110 mm slotted pipe	m	16		
M220.04(a)(iii)	110 mm perforated pipe	m	16		
M220.05	Polyethylene sheeting 0,25 mm thick	m2	16		
M220.06	Synthetic fibre filter fabric (type, grade 2)	m2	16		
M220.07	Composite in place drainage systems (450fin with a 110mm collector pipe)	m	16		
M220.08	Inlet and outlet structures				
M220.08(a)	Rodding eyes	No	2		
M220.08(b)	Outlet structures	No	2		
M220.09	Exposing of existing drains	m3	8		
M220.10	Clearing of subsoil drains	m	16		
M220.11	Overhaul for material hauled in excess of 1,0 km free-haul	m3-km	160		
M2200	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2300

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M230	CLEANING OF WATERWAY STRUCTURES				
M230.01(c)	Cleaning of waterway structures, inlets and outlets areas on (performance base)				
M230.01(c)(i)	N3 section 11 distance 26.4 km (4 Interchanges)	Month	6		
M230.01(c)(ii)	N3 section 12 distance 13.2 km (2 Interchanges)	Month	6		
M230.01(c)(iii)	N3 section 11 Weighbridge North and South	Month	6		
M230	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2400

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M240	CLEANING OF PREFABRICATED CULVERTS				
M240.02	Cleaning of prefabricated culverts (performance based)(specify route, section and km distance)				
M240.02(b)	Cleaning of culverts				
M240.02(b)(i)	N3 section 11 distance 26.4 km (4 Interchanges)	Month	6		
M240.02(b)(ii)	N3 section 12 distance 13.2 km (2 Interchanges)	Month	6		
M240.02(b)(iii)	N3 Section 11 Weighbridge North & South	Month	6		
M240	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2500

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M250	CLEANING OF CONCRETE DRAINS AND				
M250.02	Additional cleaning of concrete drainage				
M250.02(a)	Hand Cleaning	m	80		
M250.02(b)	Extra over M250.02(a) for work during night time	%			
M250.02(c)	Mechanical vacuum road sweeper	km	240		
M250.02(d)	Hand cleaning (emergency clean ups)	h	2		
M250.02(e)	Mechanical vacuum road sweeper (emergency clean ups)	h	2		
M250.02(f)	Extra over item PM250.02(c, d and e) for work during night time	%			
M250.03	Cleaning of pedestrian paths				
M250.03(a)	Cleaning of pedestrian paths on instruction of the Engineer (specify section and km distance)	m	80		
M250.04	Cleaning of concrete drains(performance based)				
M250.04(b)	Cleaning of concrete drains(performance based)				
M250.04(b)(i)	N3 section 11 distance 26.4 km (4 Interchanges)	Month	6		
M250.04(b)(ii)	N3 section 12 distance 13.2 km (2 Interchanges)	Month	6		
M250.04(b)(iii)	N3 section 11 Weighbridge North and South	Month	6		
M250	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2600

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M260	CLEANING AND MAINTENANCE OF EXISTING EARTH CHANNELS				
M260.01	Cleaning earth drains and channels	m3	320		
M260.02	Repairing of earth drains and channels	m3	32		
M260.03	Banks and dykes	m3	16		
M260.04	Construction of new earth drains	m3	16		
M260.05	Overhaul of material in excess of the free-haul distance of 1,0 km	m3-km	160		
M260	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2700

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M270	EDGE BUILD-UP REMOVAL				
M270.02	Removal edge build-ups (performance based)				
M270.02(b)	Edge build-up removal				
M270.02(b)(i)	N3 section 11 distance 26.4 km (4 Interchanges)	Month	6		
M270.02(b)(ii)	N3 section 12 distance 13.2 km (2 Interchanges)	Month	6		
M270.02(b)(iii)	N3 section 11 Weighbridge North and South	Month	6		
M270	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M2800

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M280	CONCRETE CHANNEL CONSTRUCTION AND MAINTENANCE OF EXISTING CHANNELS				
M280.01	Excavation				
M280.01(a)	For open drains				
M280.01(a)(i)	Soft material	m3	16		
M280.01(a)(ii)	Hard material	m3	4		
M280.01(b)	Chutes and kerb-channel combinations				
M280.01(b)(i)	Soft material	m3	2		
M280.01(b)(ii)	Hard material	m3	2		
M280.02	Cast in situ concrete				
M280.02(a)	Linings (30/19)	m3	2		
M280.02(b)	Chutes (25/19)	m3	2		
M280.02(c)	Channels for kerb and channels (25/19)	m3	2		
M280.02(d)	Concrete berms	m3	2		
M280.03	Concrete screed or backfill below chutes (15/19)	m3	2		
M280.04	Precast concrete kerbing and chutes				
M280.04(a)	Kerbing (Fig. 7)	m	5		
M280.04(b)	Chutes (indicate type)	m	5		
M280.05	Steel reinforcement				
M280.05(a)	Mild steel bars	ton	1		
M280.05(b)	High tensile steel bars	ton	1		
M280.05(c)	Welded steel mesh	kg	80		
M280.06	Sealed joints in concrete lining of open drains (type indicated with reference to drawings)	m	8		
M280.07	Demolition and removal of damaged existing structures				
M280.07(a)	Plain concrete	m3	2		
M280.07(b)	Reinforced concrete	m3	2		
M280.07(c)	Kerbing and channelling	m3	2		
M280	TOTAL CARRIED FORWARD				

M2800	TOTAL CARRIED TO SUMMARY
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CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M3100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M310	FENCING				
M310.01	Clearing fence line				
M310.01(b)	1 m wide alongside existing fences	km	8		
M310.02	Repair of existing fences of less than 100 m				
M310.02(a)	Stock-proof fences	m	720		
M310.02(b)	Vermin-proof fences	m	16		
M310.02(c)	Pedestrian fences	m	4		
M310.02(d)	Security fences	m	16		
M310.02(e)	Steel palisade fence	m	16		
M310.02(f)	Concrete palisade fence				
M310.02(f)(iii)	1.8m high	m	2		
M310.02(f)(iv)	2,1m high	m	2		
M310.02(g)	Steel mesh fencing (razor mesh)				
M310.02(g)(i)	1,2m high	m	32		
M310.02(g)(ii)	2,0m high	m	32		
M310.02(h)	Flat wrap barbed wire fencing	m	4		
M310.02(i)	Game proof fences	m	2		
M310.03	Repair of existing fence of greater than 100 m				
M310.03(a)	Stock-proof fences	m	560		
M310.03(b)	Vermin-proof fences	m	2		
M310.03(c)	Pedestrian fences	m	2		
M310.03(d)	Security fences	m	32		
M310.03(e)	Steel palisade fences	m	2		
M310.03(f)	Concrete palisade fences				
M310.03(f)(iii)	1.8m high	m	2		
M310.03(f)(iv)	2,1m high	m	2		
M310.03(g)	Steel mesh fencing (razor mesh)				
M310.03(g)(i)	1,2m high	m	112		
M310.03(g)(ii)	2,0m high	m	112		
M310.03(h)	Flat wrap barbed wire fencing	m	112		
M3100	CARRIED FORWARD				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M3100

BILL OF QUANTITIES: PART B: OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
M310.04	Erection of new fences of less than 1 km				
M310.04(a)	Stock-proof fences	m	260		
M310.04(b)	Vermin-proof fences	m	4		
M310.04(c)	Pedestrian fences	m	8		
M310.04(d)	Security fences	m	8		
M310.04(e)	Steel palisade fences	m	8		
M310.04(f)	Concrete palisade fences				
M310.04(f)(iii)	1.8m high	m	8		
M310.04(f)(iv)	2,1m high	m	8		
M310.04(g)	Steel mesh fencing (razor mesh)				
M310.04(g)(i)	1,2m high	m	8		
M310.04(g)(ii)	2,0m high	m	8		
M310.04(h)	Flat wrap barbed wire fencing	m	8		
M310.05	Supply and erection of new fences of greater than 1km				
M310.05(a)	Supply of fencing material				
M310.05(a)(i)	Supply and erection of new fences of greater than 1km	Prov Sum	1	150 000.00	150 000.00
M310.05(a)(ii)	Overhead charges and profit in respect of subitem M310.05 (a)(i)	%	150 000		
M310.05(b)	Concrete backfill	m3	2		
M310.06	New gates				
M310.06(a)	Single leaf	No	2		
M310.06(a)(i)	Stock-proof fences	No	2		
M310.06(a)(ii)	Vermin-proof fences	No	2		
M310.06(a)(iii)	Pedestrian fence	No	2		
M310.06(a)(iv)	Security fences	No	2		
M310.06(b)	Double leaf (see drawings)				
M310.06(b)(i)	Stock-proof fences	No	2		
M310.06(b)(ii)	Vermin-proof fences	No	2		
M3100	CARRIED FORWARD				150 000.00

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M3100

BILL OF QUANTITIES: PART B: OPERATIONAL

ITEM NO	DESCRIPTION	UNIT		RATE	AMOUNT
	BROUGHT FORWARD				150 000.00
M310.07	Moving of existing fences and gates				
M310.07(a)	Fences				
M310.07(a)(i)	Stock-proof fences	m	2		
M310.07(a)(ii)	Vermin-proof fences	m	2		
M310.07(a)(iii)	Pedestrian fences	m	2		
M310.07(a)(iv)	Security fences	m	2		
M310.07(a)(v)	Steel palisade fences	m	2		
M310.07(a)(vi)	Concrete palisade fences	m	2		
M310.07(a)(vii)	Steel mesh fencing (razor mesh)	m	2		
M310.07(a)(viii)	Flat wrap barbed wire fencing	m	2		
M310.07(b)	Gates	No	2		
M310.08	Dismantling of existing and damaged fences	m	400		
M310.09	Drilling and blasting holes for posts and anchors	No	2		
M310.10	Procurement of specialised fencing				
M310.10(a)	Procurement of specialised fencing	Prov Sum	1	250 000.00	250 000.00
M310.10(b)	The Contractors overhead charges and profit in respect of sub-item M310.10(a)	%	250 000		
M3100	TOTAL CARRIED TO SUMMARY				400 000.00

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M3200

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M320	COLLECTION AND REMOVAL OF DEBRIS AND LITTER				
M320.02	General Clearing of the road reserve				
M320.02(b)	Peri urban roads (state section and km distance incl. interchanges)				
M320.02(b)(i)	N3 section 11 distance 26.4 km (4 Interchanges)	Month	6		
M320.02(b)(ii)	N3 section 12 distance 13.2 km (2 Interchanges)	Month	6		
M320.02(b)(iii)	N3 section 11 Weighbridge North and South	Month	6		
M320.03	Additional ad-hoc clearing of				
M320.03(c)	Interchanges				
M320.03(c)(i)	N3-11 Balfour Interchange	No	2		
M320.03(c)(ii)	N3-11 Heidelberg Interchange	No	2		
M320.03(c)(iii)	N3-11 Benoni Interchange	No	2		
M320.03(c)(iv)	N3-11 Kliprivier Interchange	No	2		
M320.03(c)(v)	N3-12 Barry Marais Interchange	No	2		
M320.03(c)(vi)	N3-12 Leondale Interchange	No	2		
M320.03(c)(vii)	N3-11 Weighbridge North and South	No	2		
M320.04	Removal of illegal dumpings				
M320.04(a)	Removal of illegal dumping material	m3	40		
M320.04(b)	Overall on material hauled in axes of 1.0 km	m3/km	160		
M320	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M3300

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M330	SHOULDER REPAIRS				
M330.01	Reinstating gravel shoulder				
M330.01(a)	Ripping, watering, mixing, placing and compacting existing shoulders to 93 % of Mod AASHTO density	m3	32		
M330.01(b)	Extra over sub-item M330.01 (a) for adding extra material				
M330.01(b)(i)	Borrowing in road reserve (within free haul distance, 1,0 km)	m3	8		
M330.01(b)(ii)	Commercial sources	m3	8		
M330.01(b)(iii)	Milled material	m3	8		
M330.01(c)	Extra over for sub-item M330.01 (a) for stabilising material	m3	8		
M330.01(d)	Extra over for sub-item M330.01 (a) for adding chemical stabilising agent				
M330.01(d)(i)	Ordinary Portland cement	ton	2		
M330.01(e)	Extra over for sub-item M330.01(a) for bituminous stabilising agent (60% net bitumen)				
M330.01(e)(i)	Anionic stable grade emulsion	Litre	8		
M330.01(e)(ii)	Cationic stable grade emulsion	Litre	8		
M330.02	Blading of gravel shoulders				
M330.02(a)	Blading of gravel shoulders	km	16		
M330.02(b)	Cutting of mitre drains	m	16		
M330.03	Preparation of road reserve				
M330.03(a)	Reserve with dual carriageway	km	8		
M330.04	Overhaul on material in excess of the free-haul distance of 1,0km	m3 - km	80		
M330	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M3500

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M350	STABILISATION OF CUTTINGS				
M350.04	Stabilization of cutting by specialist service provider				
M350.04(a)	Stabilization of cutting slopes by specialist.	Prov Sum	1	250 000.00	250 000.00
M350.04(b)	The Contractors overhead charges and profit in respect of subitem M350.04(a)	%	250 000		
M350	TOTAL CARRIED TO SUMMARY				250 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M4100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M410	ERECTION AND REPAIR OF PERMANENT ROAD TRAFFIC				
M410.01	Erection or re-erection of road sign boards				
M410.01(a)	Area not exceeding 2 m ²	m2	80		
M410.01(b)	Area exceeding 2 m ² but not 10 m ²	m2	80		
M410.01(c)	Area exceeding 10 m ²	m2	16		
M410.01(d)	Overhead road sign boards	m2	8		
M410.02	Hazard plates				
M410.02(a)	Hazard plate and post (W401/402)				
M410.02(a)(ii)	800 mm x 150 mm	No	80		
M410.02(a)(iii)	1200 mm x 300 mm	No	32		
M410.02(b)	Hazard Plate (W401/402)				
M410.02(b)(ii)	800 mm x 150 mm	No	80		
M410.02(b)(iii)	1200 mm x 300 mm	No	32		
M410.02(c)	Hazard plate and post (W405/406)				
M410.02(c)(ii)	600mmx600mm	No	32		
M410.02(c)(iii)	900mmx900mm	No	32		
M410.02(d)	Hazard Plate (W405/406)				
M410.02(d)(ii)	600mmx600mm	No	16		
M410.02(d)(iii)	900mmx900mm	No	16		
M410.03	Reference marker boards				
M410.03(a)	Reference marker board and post				
M410.03(a)(ii)	Board Drawing No SP-S-1-3/3	No	48		
M410.03(b)	Reference marker boards				
M410.03(b)(ii)	Board Drawing No SP-S-1-3/3	No	16		
M410.04	Road sign supports				
M410.04(a)	Steel tubing (50x50x2mm square tubing plus base plate)	m	8		
M410.04(b)	Timber				
M410.04(b)(i)	100 - 125 mm	m	16		
M410.04(b)(ii)	125 - 150 mm	m	16		
M410.04(b)(iii)	150 - 175 mm	m	16		
M410.04(b)(iv)	175 - 200 mm	m	16		
M410.04(b)(v)	200 - 225 mm	m	8		
	CARRIED FORWARD				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M4100

BILL OF QUANTITIES: PART B: OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
M410.05	Excavation and backfilling for road sign supports				
M410.05(a)	Excavation and Backfilling	m3	4		
M410.05(b)	Extra over subitem M410.05(a) for rock excavation	m3	2		
M410.05(c)	Extra over subitem M410.05(a) for soilcrete backfill	m3	4		
M410.05(d)	Extra over subitem M410.05(a) for concrete backfill	m3	2		
M410.06	Dismantling, storing and re-erecting road sign boards				
M410.06(a)	Up to 2 m ²	No	2		
M410.06(b)	Exceeding 2 m ² but not 10 m ²	No	2		
M410.06(c)	Exceeding 10 m ²	No	2		
M410.07	Dismantling and storing road sign boards				
M410.07(a)	Up to 2 m ²	No	2		
M410.07(b)	Exceeding 2 m ² but not 10 m ²	No	2		
M410.07(c)	Exceeding 10 m ²	No	2		
M410.08	Removal of road sign supports	No	2		
M410.09	Repair of road sign faces	m2	2		
M410.11	Gravel drainage layer below road sign footings	m3	2		
M410.12	Procurement of road sign boards				
M410.12(a)	Procurement of road sign boards	Prov.sum	1	500 000.00	500 000.00
M410.12(b)	Overhead charges and profit in respect of subitem M410.12(a)	%	500 000		
M410.13	Erection and repairs of gantry structures				
M410.13(a)	Erection and repairs of gantry structures	Prov.sum	1	100 000.00	100 000.00
M410.13(b)	Overhead charges and profit in respect of subitem M410.13(a)	%	100 000		
M410.14	Supply of Road Signs				
M410.14(a)	Road signs:R - and TR- series				
M410.14(a)(i)	900mm	No	2		
M410.14(a)(ii)	1200mm	No	2		
M410.14(b)	Road signs: W- series				
M410.14(b)(i)	1200mm	No	2		
M410.14(b)(ii)	1500mm	No	2		
M410.14(c)	Road signs: TW- series				
M410.14(c)(i)	1200mm	No	2		
M410.14(c)(ii)	1500mm	No	2		
M4100	TOTAL CARRIED TO SUMMARY				600 000.00

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M4200

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M420	ROAD SIGN CLEANING				
M420.01	Road sign cleaning				
M420.01(a)	Cleaning of guard rail reflectors (all types)				
M420.01(a)(i)	Cleaning of guard rail reflectors	No	320		
M420.01(b)	Cleaning of road signs				
M420.01(b)(i)	Area up to 2 m ²	No	80		
M420.01(b)(ii)	Area exceeding 2 m ² up to 10 m ²	No	80		
M420.01(b)(iii)	Area exceeding 10 m ²	No	8		
M420.01(c)	Cleaning of overhead road signs (all sizes)	No	8		
M420.02	Removal of graffiti				
M420.02(a)	From road signs	m2	8		
M420.02(b)	From structures	m2	2		
M421	REMOVAL OF ILLEGAL SIGNS				
M421.01	Removal of illegal signs				
M421.01(a)	Signs within the road reserve:				
M421.01(a)(i)	Area exceeding 0,5 m ² up to 2 m ²	No	5		
M421.01(a)(ii)	Area exceeding 2 m ² up to 10 m ²	No	5		
M421.01(a)(iii)	Area exceeding 10 m ²	No	2		
M421.01(b)	Signs outside the road reserve:				
M421.01(b)(i)	Signs outside the road reserve (Any size)	Prov sum	1	50 000.00	50 000.00
M421.01(b)(ii)	The Contractors overhead charges and profit in	%	50 000		
M420	TOTAL CARRIED TO SUMMARY				50 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M4300

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M430	ROADSTUDS				
M430.01	Procurement and Installation of roadstuds				
M430.01(a)	Procurement and Installation of roadstuds	Prov sum	1	25 000.00	25 000.00
M430.01(b)	The Contractors overhead charges and profit in respect of sub-item M430.01(a)	%	25 000		
M430.02	Removal of damaged roadstuds				
M430.02(a)	Surface type				
M430.02(a)(Bituminous pavements	No	16		
M430.02(a)(Concrete pavements	No	16		
M430.02(b)	Embedded type				
M430.02(b)(Bituminous pavements	No	16		
M430.02(b)(Concrete pavements	No	16		
M430.02(c)	Glass type MDS	No	24		
M430.03	Replacement of roadstuds				
M430.03(a)	Surface type with shank	No	16		
M430.03(b)	Surface type without shank	No	16		
M430.03(c)	Embedded type	No	16		
M430	TOTAL CARRIED TO SUMMARY				25 000.00

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M440	GUARD-RAIL ERECTION AND MAINTENANCE				
M440.01	Supply and erection of new galvanised guard rails				
M440.01(a)	3,81 m guardrail	m	8		
M440.02	Supply and erection of new galvanised curved guard rails factory bent to a radius of less than 45,0 m				
M440.02(a)	3,81 m guardrail	m	2		
M440.03	Extra over for erection of guard rail posts				
M440.03(a)	Additional timber posts for payment item M440.01, M440.02				
M440.03(a)(i)	Timber Post	No	3		
M440.03(a)(ii)	Steel post	No	2		
M440.03(b)	Excavation in hard material				
M440.03(b)(i)	Timber Post	No	2		
M440.03(b)(ii)	Steel post	No	2		
M440.03(c)	Backfilling guard-rail post with soilcrete				
M440.03(c)(i)	Timber Post	No	2		
M440.03(c)(ii)	Steel post	No	2		
M440.03(d)	Backfilling guard-rail post with concrete				
M440.03(d)(i)	Timber Post	No	2		
M440.03(d)(ii)	Steel post	No	2		
M440.04	End units				
M440.04(a)	End wings				
M440.04(a)(i)	3,81 m guardrail	No	2		
M440.04(b)	Terminal sections in accordance with the drawings where single guard rail sections are used				
M440.04(b)(i)	3,81 m guardrail	No	2		
	CARRIED FORWARD				

SECTION M4400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
M440.04(c)	Terminal sections in accordance with the drawings where double guard rail sections are used				
M440.04(c)(i)	3,81 m guardrail	No	2		
M440.04(d)	Bull nose end units				
M440.04(d)(i)	3,81 m guardrail	No	2		
M440.04(e)	End unit connecting to Bridge barrier	No	2		
M440.05	Guard rail reflectors	No	160		
M440.06	Removal of damaged guard rails and re-erection of guard rails with new material				
M440.06(a)	Guard rails				
M440.06(a)(i)	3,81 m guardrail	m	1 000		
M440.06(b)	End wings				
M440.06(b)(i)	3,81 m guardrail	No	4		
M440.06(c)	Terminal sections with single guard rails				
M440.06(c)(i)	3,81 m guardrail	No	1		
M440.06(d)	Terminal sections with double guard rails				
M440.06(d)(i)	3,81 m guardrail	No	2		
M440.06(e)	Extra over for providing additional guard-rail posts				
M440.06(e)(i)	Timber post	No	32		
M440.06(e)(ii)	Steel Post (specify type)	No	2		
	CARRIED FORWARD				

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 SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS
 BILL OF QUANTITIES: PART B: OPERATIONAL

SECTION M4400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
M440.07	Providing of new material required for the re-erection of gaurdrails				
M440.07(a)	Supply of new straight guardrails (3,81m guardrails)	m	1 000		
M440.07(b)	Supply of new curved guardrails (3,81m guardrails)	m	8		
M440.07(c)	Timber posts	No	1000		
M440.07(d)	Spacer blocks (3.81m guardrail)	No	1 000		
M440.07(e)	Steel posts				
M440.07(e) (i)	Z-post (3.81m guardrail)	No	2		
M440.07(f)	Guardrail reflectors				
M440.07(f)(i)	Type D1 (A)	No	320		
M440.07(g)	End Units				
M440.07(g)(i)	End wings	No	2		
M440.07(g)(ii)	Terminal sections with single guardrails (3.81m guardrail)	No	2		
M440.07(g)(iii)	Terminal sections with double guardrails (3.81m guardrail)	No	2		
M440.07(g)(iv)	Bull nose end units	No	2		
M440.09	Reinstatement of concrete to guardrail post (15/19)	m3	2		
M440.10	Re-alignment of guard rails				
M440.10(i)	3,81 m guardrail	m	1 000		
M440.17(c)	Placement of concrete barriers				
M440.17(c)(i)	Loading of barriers	m	16		
M440.17(c)(ii)	Off loading of barriers	m	16		
M440.17(c)(iii)	Leveling and placing of barriers in position	m	16		
M440.17(c)(iv)	Tieing barriers together (Doweling)	No	16		
M440.17(c)(v)	Overhaul for transport barriers	m/km	640		
M440	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M4500

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M450	DAZZLE SCREEN ERECTION AND REPLACEMENT				
M450.01	Supply and erection of dazzle screens				
M450.01(a)	Metal	m	2		
M450.02	Supply and erection of dazzle screen supporting posts				
M450.02(a)	Metal	No	4		
M450.03	Removal of damaged dazzle screens and supporting posts	m	2		
M450	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M4600

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M460	ROAD MARKINGS				
M460.02	Retro-reflective road-marking paint:				
M460.02(a)	White lines (broken or unbroken) (width of line indicated)				
M460.02(a)(i)	100mm wide	km	2		
M460.02(a)(ii)	150mm wide	km	2		
M460.02(a)(iii)	200mm wide	km	2		
M460.02(a)(iv)	300mm wide	km	2		
M460.02(b)	Yellow lines (broken or unbroken) (width of line				
M460.02(b)(i)	100mm Wide	km	2		
M460.02(b)(ii)	150mm Wide	km	2		
M460.02(b)(iii)	300mm wide	km	2		
M460.02(d)	White lettering and symbols	m2	16		
M460.02(f)	Transverse lines, painted island and arrestor bed markings (any colour)	m2	16		
M460.04	Setting out and pre-marking the lines (excluding traffic-island markings, lettering and symbols)	km	4		
M460.05	Removal of existing, temporary or permanent road markings by:				
M460.05(a)	Sandblasting	m2	16		
M460.06	Road markings:				
M460.06(a)	Road markings:	Prov Sum	1	50 000.00	50 000.00
M460.06(b)	The Contractors overhead charges and profit in respect of sub-item M460.06(a)	%	50 000		
M460	TOTAL CARRIED TO SUMMARY				50 000.00

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SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M5100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M510	GENERAL EROSION PROTECTION				
M510.01	Stone pitching				
M510.01(b)	Grouted pitching	m2	4		
M510.01(d)	Grouted pitching on a concrete bed (total thickness 200mm)	m2	4		
M510.03	Foundations				
M510.03(a)	Excavation of foundation trenches	m3	8		
M510.03(b)	Concrete foundations	m3	8		
M510.04	Stone masonry walls				
M510.04(b)	Cement-mortared stone walls	m3	4		
M510.05	Precast concrete block retaining walls				
M510.05(a)	Precast concrete block retaining walls	Prov Sum	1	30 000.00	30 000.00
M510.05(b)	Overhead charges and profit in respect of subitem M510.05(a)	%	30 000		
M510.06	Concrete paving and block paving				
M510.06(b)	Segmented block paving (type, 80mm)	m2	8		
M510.06(c)	Prefabricated concrete grass blocks	m2	8		
M510.06(d)	Prefabricated concrete paving blocks for sidewalk pavement (50mm)	m2	8		
M510.07	Concrete edge beams	m3	2		
M510.08	Spraying of vegetation destroyer and ant poison				
M510.08(a)	Herbicide				
M510.08(a)(i)	Selective (contractor to specify brand name)	Litre	8		
M510.08(a)(ii)	Non selective (contractor to specify brand name)	Litre	8		
M510.08(b)	Ant poison (Contractor to specify brand name)	Litre	8		
M510.09	Biodegradable Fabric				
M510.09(a)	Biodegradable woven fabric, jute yarn	Prov Sum	1	30 000.00	30 000.00
M510.09(b)	Overhead charges and profit in respect of subitem M510.09(a)	%	30 000		
M5100	TOTAL CARRIED TO SUMMARY				60 000.00

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SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M5200

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M520	GABION PROTECTION				
M520.01	Foundation trench excavation and backfilling				
M520.01(a)	In solid rock (material which requires blasting)	m3	4		
M520.01(b)	In all other classes of material	m3	16		
M520.02	Surface preparation for bedding the gabions	m2	32		
M520.03	Gabions				
M520.03(a)	Gabion baskett (1000x2000 and 80x100x2.5mm, diaphragm spacing 1000mm)	m3	8		
M520.03(c)	Gagion mattresses (0.3 by 80x100, wire 2.2mm, diaphragm spacing 1000mm)	m3	4		
M520.04	Geotextile (specify type and grade)	m2	64		
M520	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M6100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M610	GENERAL AND SHOULDER MOW				
M610.04	General mow - performance based				
M610.04(a)	Reserve with dual carriageway (State section and km distance incl. I/C)				
M610.04(a)(i)	N3 section 11 distance 26.4 km (4 Interchanges)	Month	6		
M610.04(a)(ii)	N3 section 12 distance 13.2 km (2 Interchanges)	Month	6		
M610.04(a)(iii)	N3 section 11 Weighbridge North and South	Month	6		
M611.03	Mowing of additional areas				
M611.03(a)	Ad-hoc areas	m2	800		
M611.03(c)	Fence line				
M611.03(c)(i)	1,0m wide	km	16		
M611.03(d)	1,0m wide either side of concrete drains and pedestrian path	km	16		
M611.03(e)	Mowing of additional SANRAL properties	ha	5		
M6100	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M6200

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M620	CHEMICAL CONTROL OF UNDESIRABLE VEGETATION				
M620.01	Annual chemical eradication of undesirable vegetation				
M620.01(a)	Reserve with dual carriageway (State section and km distance incl. Interchanges)				
M620.01(a)(i)	N3 section 11 distance 26.4 km (4 Interchanges)	No	1		
M620.01(a)(ii)	N3 section 12 distance 13.2 km (2 Interchanges)	No	1		
M620.01(a)(ii)	N3 section 11 Weighbridge North and South	No	1		
M620.02	Additional chemical eradication of undesirable vegetation of vegetation growth on instruction from the Engineer				
M620.02(a)	Isolated areas	m2	160		
M620.02(b)	Dense areas (areas more than 20% infested)	ha	1		
M620.02(c)	Shoulder weedspray	km	8		
M620.02(d)	Extra over sub-item M620.02 (c) under guardrails	km	8		
M620.02(e)	Between road reserve fence and neighbouring solid wall	m2	128		
M620.02(g)	Openings, cracks and joints on concrete channels, lay-byes and block paved areas, and joints between the road pavement and concrete channels				
M620.02(g)(i)	Road reserve with dual carriageway(State section and km distance incl. Interchanges)				
M620.02(g)(i)(a)	N3 section 11 distance 26.4 km (4 Interchanges)	No	1		
M620.02(g)(i)(b)	N3 section 12 distance 13.2 km (2 Interchanges)	No	1		
M620.02(g)(i)(c)	N3 section 11 Weighbridge North and South	No	1		
M6200	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M6300

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M630	REMOVAL OF UNDESIRABLE VEGETATION: PHYSICAL ERADICATION				
M630.01	Eradication of undesired vegetation				
M630.01(a)	Initial Eradication				
M630.01(a)(i)	Undesirable Vegetation and Trees with a girth of 0 to 150mm (for entire route)	LS	1		
M630.01(a)(ii)	Trees with a girth exceeding 151mm to 500mm (for entire route)	LS	1		
M630.01(b)	Annual Eradication (specify section and km distance including interchanges)				
M630.01(b)(i)	N3 section 11 distance 26.4 km (4 Interchanges)	No	1		
M630.01(b)(ii)	N3 section 12 distance 13.2 km (2 Interchanges)	No	1		
M630.01(b)(iii)	N3 section 11 Weighbridge North and South	No	1		
M630.02	Tree felling on instruction from the Engineer				
M630.02(a)	Girth exceeding 150 mm to 500 mm	No	80		
M630.02(b)	Girth exceeding 500 mm up to 1 000 mm	No	40		
M630.02(c)	Girth exceeding 1 000 mm up to 2 000 mm	No	32		
M630.02(d)	Girth exceeding 2 000 mm up to 4 000 mm	No	16		
M630.02(e)	Girth exceeding 4 000 mm	No	8		
M630.03	Burning of fire breaks per operation				
M630.03(b)	5m wide fire breaks from edge of road surface to road				
M630.03(b)(i)	N3 section 11 distance 26.4 km (4 Interchanges)	No	1		
M630.03(b)(ii)	N3 section 12 distance 13.2 km (2 Interchanges)	No	1		
M630.04	Additional eradiction of undesired vegetation as instructed by the Engineer	ha	1		
M630	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M6400

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M640	MAINTENANCE AND ESTABLISHMENT OF PLANTS, TREES AND SHRUBS				
M640.02	Trimming of shrubs and hedges				
M640.02(a)	Annual trimming of shrubs and hedges				
M640.02(a)(i)	Reserve with dual carriageway (State section and km distance incl. Intersections)				
M640.02(a)(i)(a)	N3 section 11 distance 26.4 km (4 Interchanges)	No	1		
M640.02(a)(i)(b)	N3 section 12 distance 13.2 km (2 Interchanges)	No	1		
M640.03	Preparing plant holes				
M640.03(a)	Trees	No	16		
M640.04	Supply of trees,shrubs and hedge plants				
M640.04(a)	Supply of trees,shrubs and hedge plants	Prov Sum	1	25 000.00	25 000.00
M640.04(b)	The Contractors overhead charges and profit in respect of sub-item M640.04(a)	%	25 000		
M640.05	Watering of trees, shrubs and grass	kl	16		
M640.06	Trimming of trees on instruction of engineer	No	320		
M640	TOTAL CARRIED TO SUMMARY				25 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENANCE OF GAUTENG EKURHULENI FREEWAYS

SECTION M6500

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M650	ESTABLISHMENT OF GRASS				
M650.01	Trimming for grassing				
M650.01(a)	Machine trimming	m2	2		
M650.01(b)	Hand trimming	m2	2		
M650.02	Loosening of topsoil				
M650.02(a)	Ripping	ha	2		
M650.02(b)	Ploughing for loosening topsoil	ha	2		
M650.03	Topsoil placing				
M650.03(a)	Flat areas	m3	4		
M650.03(b)	Slopes	m3	4		
M650.04	Overhaul on material hauled in excess of 1,0 km	m3 - km	8		
M650.05	Chemical fertiliser and/or soil improvement material for grassing (2:3:2(22)+Zn)	ton	1		
M650.07	Grassing				
M650.07(a)	Grass runners (kikuyu)	m2	2		
M650.07(b)	Sodding				
M650.07(b)(i)	Nursery sods (kikuyu)	m2	2		
M650.07(b)(ii)	Veld sods	m2	2		
M650.07(c)	Hydro seeding and hand sowing				
M650.07(c)(i)	Providing an approved seed mixture for hydro seeding or hand sowing	kg	2		
M650.07(c)(ii)	Hydro seeding	ha	2		
M650.07(c)(iii)	Hand sowing (labour-intensive)	m2	16		
M650	TOTAL CARRIED TO SUMMARY				

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M9100

PART B : OPERATIONAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M910	DAYWORKS SCHEDULE				
M910.01	Labour during normal working hours				
M910.01(a)	Unskilled	hour	16		
M910.01(b)	Semi-skilled	hour	8		
M910.01(c)	Skilled	hour	4		
M910.01(d)	Team Leader (Ganger)	hour	2		
M910.01(e)	Flagmen	hour	16		
M910.02	Labour outside normal working hours				
M910.02(a)	Outside normal working hours and Saturdays				
M910.02(a)(i)	Unskilled	hour	16		
M910.02(a)(ii)	Semi-skilled	hour	8		
M910.02(a)(iii)	Skilled	hour	4		
M910.02(a)(iv)	Team Leader (Ganger)	hour	2		
M910.02(a)(v)	Flagmen	hour	16		
M910.02(b)	Sundays and public holidays				
M910.02(b)(i)	Unskilled	hour	16		
M910.02(b)(ii)	Semi-skilled	hour	8		
M910.02(b)(iii)	Skilled	hour	4		
M910.02(b)(iv)	Team Leader (Ganger)	hour	2		
M910.02(b)(v)	Flagmen	hour	16		
M910.03	Equipment and Transport				
M910.03(a)	Tipper Trucks				
M910.03(a)(i)	3 to 5 ton capacity	hour	4		
M910.03(a)(ii)	More than 5 ton capacity	hour	4		
M910.03(b)	Loader (0,5 m3) bucket	hour	4		
M910.03(c)	Grader(CAT 140G or similar)	hour	4		
M9100	CARRIED FORWARD				

SECTION M9100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BROUGHT FORWARD				
M910.04	Procurement of materials				
M910.04(a)	Procurement of materials	Prov Sum	1	250 000.00	250 000.00
M910.04(b)	The Contractors overhead charges and profit in respect of sub-item M910.04 (a)	%	250 000		
M910.05	Extra over item M910.03 for establishment, within 24 hours of				
M910.05(a)	Tipper Trucks	No	1		
M910.05(a)(i)	3 to 5 ton capacity	No	1		
M910.05(a)(ii)	More than 5 ton capacity	No	1		
M910.05(b)	Dewatering pump including generators and accessories (specify size)	No	1		
M910.05(c)	Water truck (5 000 l)	No	1		
M910.05(d)	TLB	No	1		
M910.05(e)	Bobcat	No	1		
M910.06	Repairs to the road network				
M910.06(a)	Repairs to the road network	Prov Sum	1	250 000.00	250 000.00
M910.06(b)	The Contractor's overhead charges and profit in respect of sub-item M910.06(a)	%	250 000		
M910.07	Minor road infrastructure				
M910.07(a)	Minor Infrastructure	Prov Sum	1	250 000.00	250 000.00
M910.07(b)	The Contractors overhead charges and profit in respect of subitem M910.07(a)	%	250 000		
M9100	TOTAL CARRIED TO SUMMARY				750 000.00

CONTRACT NRA N.003-112-2023/1 NON-TOLL

SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS

SECTION M9200

PART C : TARGETED ENTERPRISE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M920	TARGETED ENTERPRISE				
M920.01	Additional costs for sub-contractors				
M920.01(a)	Establishment on site and general obligations of sub-contractors	Prov Sum	1	7 133 387.00	7 133 387.00
M920.02	Construction Works by Targeted Enterprise				
M920.02(a)	Payment associated with the construction works carried out by Targeted Enterprise sub-contractors of all levels of contractor grading designation appointed in terms of Part D	PrimeCost	1.00	41697529.00	41 697 529.00
M920.02(b)	Handling cost and profit in respect of payments Associated with subitem M920.02(a)	%	41 697 529		
M920	TOTAL CARRIED TO SUMMARY				48 830 916.00

SUMMARY OF BILL OF QUANTITIES**CONTRACT NRA N.003-112-2023/1 NON-TOLL****SCHEDULE A: ROUTINE ROAD MAINTENNACE OF GAUTENG EKURHULENI FREEWAYS**

SECTION	DESCRIPTION	AMOUNT
PART A : MANAGEMENT SECTION		
M0300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	250 000.00
M0200	GENERAL REQUIREMENTS AND PROVISION	2 470 000.00
M0400	ROUTE PATROL SERVICES	300 000.00
M0500	ACCOMMODATION OF TRAFFIC	
M0600	SKILLS DEVELOPMENT	284 466.85
M1100	PAVEMENT LAYERS REPAIR	
M1200	REPAIR OF POTHOLES, EDGE BREAKS AND SURFACE FAILURES	
M1600	SURFACE TREATMENT OF SURFACED ROADS	500 000.00
M7100	EMERGENCY STANDBY TEAM	
M7200	ALL-EMERGENCY NORMALISATION	100 000.00
M8100	MINOR REPAIRS TO STRUCTURES	1 000 000.00
SUB-TOTAL PART A : MANAGEMENT SECTION		4 904 466.85
PART B : OPERATIONAL SECTION		
M1300	CRACK SEALING	
M1500	CRACK AND JOINT SEALING OF CONCRETE PAVEMENTS	500 000.00
M1700	REPAIR OF SLOPE FAILURES AND WASHAWAYS	150 000.00
M2100	REPAIR AND MAINTENANCE OF INLET AND OUTLET STRUCTURES	1 030 000.00
M2200	SUBSOIL DRAIN INSTALLATION AND MAINTENANCE	
M2300	CLEANING OF WATERWAY STRUCTURES	
M2400	CLEANING OF PREFABRICATED CULVERTS	
M2500	CLEANING OF CONCRETE DRAINS AND CHANNELS	
M2600	CLEANING AND MAINTENANCE OF EXISTING EARTH CHANNELS	
M2700	EDGE BUILD-UP REMOVAL	
M2800	CONCRETE CHANNEL CONSTRUCTION AND MAINT. OF EXISTING CHANNELS	
M3100	FENCING	400 000.00
M3200	COLLECTION AND REMOVAL OF DEBRIS AND LITTER	
M3300	SHOULDER REPAIRS	
M3500	STABILISATION OF CUTTINGS	250 000.00
M4100	ERECTION AND REPAIR OF PERMANENT ROAD TRAFFIC SIGNS	600 000.00
M4200	ROAD SIGN CLEANING AND REMOVAL OF ILLEGAL SIGNS	50 000.00
M4300	ROADSTUDS	25 000.00
M4400	GUARDRAIL ERECTION AND MAINTENANCE	
M4500	DAZZLE SCREEN ERECTION AND REPLACEMENT	
M4600	ROAD MARKINGS	50 000.00
M5100	GENERAL EROSION PROTECTION	60 000.00
M5200	GABION PROTECTION	
M6100	CONTROLLING VEGETATION GROWTH: MOWING AND CUTTING	
M6200	CHEMICAL CONTROL OF VEG. AND ERADICATION OF UNDESIRABLE VEGETATION	
M6300	REMOVAL OF UNDESIRABLE VEGETATION: PHYSICAL ERADICATION	
M6400	MAINTENANCE AND ESTABLISHMENT OF PLANTS, TREES AND SHRUBS	25 000.00
M6500	ESTABLISHMENT OF GRASS	
M9100	DAYWORKS SCHEDULE	750 000.00
SUB-TOTAL PART B : OPERATIONAL SECTION		3 890 000.00
PART C : TARGETED ENTERPRISE		
M9200	TARGETED ENTERPRISE	48 830 916.00
SUB-TOTAL PART C : TARGETED ENTERPRISE		48 830 916.00
TOTAL		57 625 382.85

C2.3 SUMMARY OF PRICING SCHEDULE

**CONTRACT SANRAL NRA N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE N3 SECTION 11 AND
12 (EKURHULENI RRM)**

PART A:	MANAGEMENT CONTRACTOR	R4 904 466.85
PART B:	OPERATIONS CONTRACTOR	R3 890 000.00
PART C:	TARGETED ENTERPRISE	R48 830 916.00
SUB TOTAL		<u>R57 625 382.85</u>

C2.3 SUMMARY OF PRICING SCHEDULE	
<p align="center">CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTION 1 & 2, N12 SECTION 18 & 19, AND N17 SECTION 2</p> <p align="center">CONTRACT SANRAL NRA N.003-112-2023/1 (NON-TOLL) FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE N3 SECTION 11 AND 12 (EKURHULENI RRM)</p>	
SUBTOTAL TOLL:	R 209 628 978.47
SUBTOTAL NON-TOLL:	R 57 625 382.85
SUBTOTAL:	R 267 254 361.32
VALUE ADDED TAX:	
15% of SUBTOTAL	R 40 088 154.20
TOTAL CARRIED TO C.1.1.1 : FORM OF OFFER	R 307 342 515.52
COMPANY NAME OF TENDERER _____ SIGNED ON BEHALF OF THE TENDERER _____	

C2.3 SUMMARY OF PRICING SCHEDULE

CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) & N.003-112-2023/1 (NON-TOLL)
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTION 1 & 2, N12
SECTION 18 & 19, N3 SECTION 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)

C2.3 SUMMARY OF PRICING SCHEDULE	
CONTRACT SANRAL NRA X.002-163-2023/1 (TOLL) FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE R21 SECTION 1 & 2, N12 SECTION 18 & 19, AND N17 SECTION 2	
CONTRACT SANRAL NRA N.003-112-2023/1 (NON-TOLL) FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROUTE N3 SECTION 11 AND 12 (EKURHULENI RRM)	
SUBTOTAL TOLL:	R _____
SUBTOTAL NON-TOLL:	R _____
SUBTOTAL:	R _____
VALUE ADDED TAX:	
15% of SUBTOTAL	R _____
TOTAL CARRIED TO C.1.1.1 : FORM OF OFFER	R _____
COMPANY NAME OF TENDERER _____	
SIGNED ON BEHALF OF THE TENDERER _____	

PART C3: SCOPE OF WORK

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C3 SCOPE OF WORKS

C3.1 PROJECT DESCRIPTION

C3.1.1 SCOPE

This section provides the description of the project and the general requirements for executing the work. The work required is the routine road maintenance of the national road.

The scope of the routine road maintenance contract is for the contractor to primarily have a management role, as it is a requirement of the contract for the Contractor to facilitate the contractor development of targeted enterprises as a contract participation goal by means of subcontracting majority of the scheduled work to targeted enterprises as subcontractors. The Contractor is required to provide sustainable work opportunities and assistance in the form of financial support for the procurement of goods and services, to targeted enterprises. In addition, the Contractor is required to manage the skills development of targeted enterprises by providing training, coaching, guidance and mentoring.

The scope of works shall furthermore include all routine maintenance activities on SANRAL owned properties within the City of Ekurhuleni, pavement assessments and maintenance of the Heidelberg TCC (including the satellite station on the R23) as well as the Gosforth Mainline & Ramp plazas, Dalpark & Denne Ramp Plazas. On the N3-11 at km11.2 the routine road maintenance on the weighbridge and the two satellite stations are included in this scope of work. Maintenance work shall include all RRM activities and gantries, but exclude building and electrical equipment maintenance at the TCC and satellite stations.

The Main Contractor shall perform all the functions as itemised in the Bill of Quantities as follows:

- All items under Part A of the Bill of Quantities will be the sole responsibility of the main contractor for the full 60 months contract duration. Items under Part A will not be sublet.
- All quantities allowed for under Part B of the Bill of Quantities is for the initial 6 months of the contract. The initial 6 months duration is to afford the contractor time to procure the services of subcontractors as set out in Part D of this document to obtain the required CPG targets. After the initial 6 month period, or earlier, the Contractor will sublet all the items under these sections and will not have the opportunity to perform any of these functions unless instructed by the Engineer (this excludes SERIES M1000: PAVEMENT MAINTENANCE). A Provisional Sum has been allowed for in Part C of the Bill of Quantities to make allowance for all subcontracting. The penalty clause under Subclause 8.7 of the Contract Data will apply should the contractor not have his subcontractors appointed to perform these functions after the 6 month period.
- SERIES M1000: PAVEMENT MAINTENANCE can be performed by the Main Contractor for any duration of the contract or sublet in terms of Part D. This allowance should be monitored in order to still achieve the required CPG targets of the contract.
- Part C of the Bill of Quantities makes allowance to cover all expenditure towards the subletting to Targeted Enterprises. All subcontracting will be in accordance with Part D of this document.

Attention is drawn to clause 4.4 of the Particular Conditions of Contract which states “The procurement and appointment of all subcontractors shall follow the process as stipulated in Part D: Stakeholder and community liaison, and targeted labour and targeted Enterprises utilisation and development. No subcontracting outside this process will be allowed.”

C3.1.2 DESCRIPTION OF THE WORKS

C3.1.2.1 Description of site

(a) Location of site

The general locality of the site is indicated on the locality plan bound in the back of this volume.

The site office shall be in the City of Ekurhuleni

The term “Site” as defined in the FIDIC Conditions of Contract for Construction, 1999, will comprise the road reserve of existing National Route **R21 Ssection 1 & 2, N12 section 18 & 19, N3 Section 11 &**

12 AND N17 section 2 (Ekurhuleni RRM). The total distance is 212 km measured along the centre line.

NRA X.002-163-2023/1 (TOLL)

ROUTE	SECTION	FROM km	TO km	LENGTH kms
R21	1	0.00	26.00	26.00
R21	2	0.00	5.70	5.70
N12	18	10.30	17.20	6.90
N12	19	0.00	41.00	41.00
N3	12	13.20	31.00	17.80
N17	2	0.00	41.60	41.60
N17	2	41.60	79.00	37.40
				176.00

NRA N.003-112-2023/1 (NON-TOLL)

ROUTE	SECTION	FROM km	TO km	LENGTH kms
N3	11	15.20	41.60	26.40
N3	12	0.00	13.20	13.20
				39.60

This includes all on-ramps and off-ramps forming part of an interchange, as well as overpasses and underpasses within the national road reserve up to the limits of the SANRAL's responsibility whether or not it has direct access of the National Road.

The "Site" will also include all road signs within 500 metres of an intersection or interchange, which form part of the road signs layout for the national road.

The "Site" will also include land not provided by the Employer, where equipment and/or materials for use in the permanent works of the contract can be stored and/or stockpiled with the proviso that the land selected for this purpose be approved by the Engineer. The Contractor must make the Contractor's own arrangements for the use of such land and must obtain written approval from the owner(s) concerned. Possible camp sites will be indicated during the Tenderers' clarification meeting.

The "Site" will also include all SANRAL owned land in the vicinity of this contract as provided by the Employer in the table below.

The nature of work to be carried out on these properties included but are not limited to:

- grass cutting & bush clearing
- Cutting and maintaining fire breaks
- fence repairs
- monitoring for illegal occupation and reporting to the Route Manager
- monitoring for illegal rubbish dumping and removal
- monitoring for illegal adverts and removal.

(b) Access to the site

Access to the site shall be from established interchanges, intersections and approved accesses.

C3.1.2.2 Nature of work

The description of the project contained in this section is merely an outline of the contract works and shall not limit the work to be carried out by the Contractor under this contract. Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Bill of Quantities bound in this volume.

The nature of work to be carried out under this contract includes:

- Establishment of camps on site
- Inspection of the road, structures, waterways, cutting/fill slopes and night inspections
- Accommodation of traffic
- Pavement layers repairs
- Crack sealing and patching of asphalt pavements
- Repair edge breaks and edge drops

- Gravel shoulder repairs
- Repair of slope failures and washaways
- Stabilisation of slopes
- Construction of drainage works to combat erosion
- Cleaning of all drainage structures, including removal of grass and debris from grids, as well as clearing bridge drainage ports and scuppers
- Repairing damaged fencing
- Clearing refuse from the road reserve, lay-byes, rest areas and interchanges
- Repairing damaged road signs
- Cleaning of road signs
- Installation and replacement of roadstuds
- Repairing damaged guardrails and balustrades
- Road marking
- Regular mowing of grass in the road reserve including the median and the removal of grass cuttings
- Application of herbicide on road edges and around road signs
- Eradication of weeds and undesirable plant growth
- Burning or cutting of firebreaks and assistance with veld fires
- Maintenance of trees and shrubs
- Supply and spreading of topsoil
- Emergency assistance
- Removal of wrecks and abandoned vehicles
- Minor road works done under daywork

The contractor shall be required to attend meetings relating to the Works and the site, inter alia Road Incident Management System, Disaster Management Forum, Project Liaison Committee, Farmers' Association, and Fire Protection Association.

C3.1.2.3 Detailed description of the project

The route description of the national route sections for which routine road maintenance will be provided by this contract, varies and is as follows:

(a) The route description of National Route N 3 Section 12 (Toll):

- (i) Starts at km 13.2 and ends at km 31.0 (17.8 km)
- Type of carriageway = *Dual*
 - Surfacing = *Asphalt*
 - Interchanges = *8*
 - Toll Gantries = *5*
 - Road reserve width = *60 to 90m excluding interchanges*
 - Median description = *Divided dual carriage with new jersey barriers, paving and/or hedges, and guardrails is approx.*

(ii) List of interchanges

- *Heidelberg Road Interchange* *km 13.6*
- *Grey Avenue Interchange* *km 16.0*
- *Rand Airport (N17)* *km 18.4*
- *Elands Interchange* *km 20.4*
- *Geldenhuys Interchange* *km 23.8*
- *Van Buuren Road Interchange* *km 26.2*
- *Gilloolys Interchange* *km 28.8*
- *Linksfeld Interchange* *km 31.0*

(iii) List of Toll Gantries

- *Oxpecker Toll Gantry* *km 15.7 South*
- *Mpshe Toll Gantry* *km 19.9 North*
- *Rooivink Toll Gantry* *km 22.5 South*
- *Starling Toll Gantry* *km 26.8 North*
- *Kwikkie Toll Gantry* *km 30.7 South*

(b) The route description of National Route N12 Section 18 (Toll):

(i) Starts at km 10.3 and ends at km 17.2 (6.9 km)

- Type of carriageway = Dual
- Surfacing = Asphalt
- Interchanges = 2
- Toll Plazas = 2
- Road reserve width = 60 to 90m excluding interchanges
- Median description = Divided dual carriage with new jersey barriers, paving and/or hedges, and guardrails is approx.

(ii) List of Interchanges

- Reading Interchange km 13.0
- Voortrekker Interchange km 14.8

(iii) List of Toll Gantries

- Lenong Toll Gantry km 10.4 West
- Lekgwaba Toll Gantry km 14.5 East

(c) The route description of National Route N12 Section 19 (Toll):

(i) Starts at km 0.0 and ends at km 41.0 (41.0 Km)

- Type of carriageway = Dual
- Surfacing = Asphalt/Seal 41.0 km
- Interchanges = 13
- Toll Plazas = 5
- Road reserve width = 60 to 90m excluding interchanges
- Median description = Divided Dual Carriage with grass and guardrails approx. 14.0km Divided Dual Carriage with New Jersey barriers approx. 27.0km.

(ii) List of interchanges

- R24 Interchange km 2.0
- Edenvale Interchange km 3.2
- Kraft Road Interchange km 6.8
- Jet Park Interchange km 8.6
- Rietfontein Interchange km 10.2
- Rondebult Road Interchange km 11.2
- Atlas Road Interchange km 15.2
- Tom Jones Interchange km 18.0
- Snake Road Interchange km 22.0
- Putfontein Road Interchange km 25.2
- Kingsway/Daveyton Interchange km 27.0
- Etwatwa I Interchange km 33.0
- Etwatwa II Interchange km 37.2

(iii) List of Toll Gantries

- Loerie Toll Gantry km 0.6 West
- Gull Toll Gantry km 9.2 East
- Ilanda Toll Gantry km 13.2 West
- Bee-eater Toll Gantry km 16.9 West
- Ugaga Toll Gantry km 26.4 East

(d) The route description of National Route N17 Section 2 (Toll):

(i) Starts at km 0.0 and ends at km 79.0 (79.0 km)

- Type of carriageway = Dual

- Surfacing = Asphalt
- Interchanges = 10
- Toll Plazas = 2
- Road reserve width = Divided Dual Carriageway with grass, New Jersey barriers and hedges.

(ii) List of interchanges

- N17-2/N12-18 Interchange km 0.4
- N3/Rand Airport Interchange km 2.0
- Wits Rifles Road Interchange km 4.6
- Osborn Road Interchange km 7.0
- R21 Boksburg Interchange km 12.6
- R23 Heidelberg/Brakpan I/C km 20.3
- Denne Road Interchange km 24.4
- Brakpan Interchange km 26.2
- Tonk Meter Interchange km 31.8
- Wit Road Interchange km 34.15
- Anchor Road Interchange km 38.6
- Delmas/Nigel Interchange km 50.0
- Balfour/Devon Interchange km 70.4

(iii) List of Toll Plazas

- Gosforth Plaza km 6.3
- Dalpark Mainline Plaza km 21.6
- Denne Plaza East km 25.2
- Denne Plaza West km 25.1

(e) The route description of National Route R21 Section 1 (Toll):

(i) Starts at km 0.0 and ends at km 26.0 (26.0 km)

- Type of carriageway = Dual
- Surfacing = Asphalt/Seal 26.0 km
- Interchanges = 9
- Toll Plazas = 5
- Road reserve width = 60 to 90m excluding interchanges
- Median description = Divided Dual Carriageway with grass and guardrails approx. 13.6km Divided Dual Carriageway with New Jersey barriers approx. 12.4km

(ii) List of Interchanges

- Rietfontein Interchange km 0.0
- Griffiths Road Interchange km 3.0
- R24/O.R. Tambo Interchange km 6.0
- Voortrekker Road Interchange km 8.5
- Atlas Road Interchange km 10.3
- Pomona Road Interchange km 12.5
- Benoni R23 Interchange km 15.4
- Bronkhorstspuit/Delmas Interchange km 19.5
- Olifantsfontein Interchange km 26.0

(iii) List of Toll Gantries

- Weaver Toll Gantry km 1.8 South
- Swan Toll Gantry km 4.0 North
- Hornbill Toll Gantry km 6.0 North
- Swael Toll Gantry km 17.8 South
- Letata Toll Gantry km 23.6 North

(f) The route description of National Route R21 Section 2 (Toll):

(i) Starts at km 0.0 and ends at km 5.7 (5.7 km)

- Type of carriageway = Dual
- Surfacing = Asphalt/Seal 5.7km
- Interchanges = 1
- Toll Plazas = 1
- Road reserve width = 60 to 90m excluding interchanges
- Median description = Divided Dual Carriageway with grass, New Jersey barriers and guardrails.

(ii) List of interchanges

- Olifantsfontein Interchange km 0.0

(iii) List of Toll Gantries

- Blue Crane Toll Gantry km 2.6 South

(g) The route description of National Route N 3 Section 11 (Non-Toll):

(i) Starts at km 15.2 and ends at km 41.6 (26.4 km)

- Type of carriageway = Dual
- Surfacing = Asphalt
- Interchanges = 4
- Toll Plazas = 0
- Road reserve width = 60 to 90m excluding interchanges
- Median description = Divided Dual Carriageway with grass, New Jersey barriers and guardrails.

(ii) List of interchanges

- Balfour Interchange km 16.05
- Heidelberg Interchange km 24.15
- Benoni Interchange km 27.25
- Kliprivier Interchange km 36.7

(iii) List of Toll Plazas

- None

(iv) Weighbridge

- Heidelberg TCC Weighbridge Northbound km 10.8
- Heidelberg TCC Weighbridge Southbound km 10.8
- Heidelberg TCC Satellite Station R23
- Heidelberg TCC Satellite Station Lagerspoort Road

(h) The route description of National Route N 3 Section 12 (Non-Toll):

(i) Starts at km 0.0 and ends at km 13.2 (13.2 km)

- Type of carriageway = Dual
- Surfacing = Asphalt
- Interchanges = 2
- Toll Plazas = 0
- Road reserve width = 60 to 90m excluding interchanges
- Median description = Divided Dual Carriageway with grass, New Jersey barriers and guardrails.

(ii) List of interchanges

- Barry Marais Interchange km 5.4
- Leondale Interchange km 8.9

(iii) List of Toll Plazas

- None

(i) The "Site" will also include all SANRAL owned land in the vicinity of this contract as provided by the Employer in the table below.

Toll Road X.002-163-2023/1

Project No.	RDS No.	Location Description	Road ID	Property Area M ²
X.002-163-2023/1	RDS00099	Elandsfontein No 108 - IR	N00312N	4167
X.002-163-2023/1	RDS00394	Elandsfontein No 108 - IR	N00312N	964
X.002-163-2023/1	RDS00394	Elandsfontein No 108 - IR	N00312N	1434
X.002-163-2023/1	RDS00475	Albemarle Ext 2 - IR	N00312N	37
X.002-163-2023/1	RDS00476	Albemarle Ext 2 - IR	N00312N	48
X.002-163-2023/1	RDS00477	Albemarle Ext 2 - IR	N00312N	71
X.002-163-2023/1	RDS00478	Albemarle Ext 2 - IR	N00312N	129
X.002-163-2023/1	RDS00562	Albemarle Ext 2 - IR	N00312N	125
X.002-163-2023/1	RDS00632	Elandsfontein No 90 - IR	N00312N	920
X.002-163-2023/1	RDS00633	Elandsfontein No 90 - IR	N00312N	6839
X.002-163-2023/1	RDS00634	Elandsfontein No 90 - IR	N00312N	883
X.002-163-2023/1	RDS00779	Albemarle Ext 2 - IR	N00312N	208
X.002-163-2023/1	RDS00815	Albemarle Ext 2 - IR	N00312N	320
X.002-163-2023/1	RDS00838	Albemarle Ext 2 - IR	N00312N	13
X.002-163-2023/1	RDS03598	Elandsfontein No 108 - IR	N00312N	1897
X.002-163-2023/1	RDS08328	Elandsfontein No 108 - IR	N00312N	3284
X.002-163-2023/1	RDS08333	Oriel - IR	N00312N	54
X.002-163-2023/1	RDS08336	Geldenhuis Estate Small Holdings - IR	N00312N	1168
X.002-163-2023/1	RDS08352	Nortons Small Farms Agricultural Holdings - IR	N00312N	375
X.002-163-2023/1	RDS08353	Nortons Small Farms Agricultural Holdings - IR	N00312N	21
X.002-163-2023/1	RDS08360	Elandsfontein No 90 - IR	N00312N	23256
X.002-163-2023/1	RDS08362	Elandsfontein No 90 - IR	N00312N	6742
X.002-163-2023/1	RDS08367	Bedfordview Ext 113 - IR	N00312N	219
X.002-163-2023/1	RDS08379	Union Ext 6 - IR	N00312N	1225
X.002-163-2023/1	RDS08385	Elandsfontein No 108 - IR	N00312N	381
X.002-163-2023/1	RDS08385	Elandsfontein No 108 - IR	N00312N	1687
X.002-163-2023/1	RDS08395	Nortons Small Farms Agricultural Holdings - IR	N00312N	1970
X.002-163-2023/1	RDS08395	Nortons Small Farms Agricultural Holdings - IR	N00312N	2355
X.002-163-2023/1	RDS08396	Nortons Small Farms Agricultural Holdings - IR	N00312N	2460
X.002-163-2023/1	RDS08410	Albemarle Ext 2 - IR	N00312N	919

X.002-163-2023/1	RDS08507	Malvern East Ext 6 - IR	N00312N	386
X.002-163-2023/1	RDS08512	Malvern East Ext 6 - IR	N00312N	682
X.002-163-2023/1	RDS09257	Nortons Small Farms Agricultural Holdings - IR	N00312N	411
X.002-163-2023/1	RDS10716	Elandsfontein No 108 - IR	N00312N	64961
X.002-163-2023/1	RDS12160	Alberton Ext 29 - IR	N00312N	6850
X.002-163-2023/1	RDS12280	Union Ext 6 - IR	N00312N	1481
X.002-163-2023/1	RDS13037	Alberton Ext 29 - IR	N00312N	9751
X.002-163-2023/1	RDS14458	Nortons Small Farms Agricultural Holdings - IR	N00312N	1300
X.002-163-2023/1	RDS14459	Nortons Small Farms Agricultural Holdings - IR	N00312N	71
X.002-163-2023/1	RDS15253	Nortons Small Farms Agricultural Holdings - IR	N00312N	1912
X.002-163-2023/1	RDS15253	Nortons Small Farms Agricultural Holdings - IR	N00312N	2106
X.002-163-2023/1	RDS15357	Geldenhuis Estate Small Holdings - IR	N00312N	2893
X.002-163-2023/1	RDS15489	Roodekop No 139 - IR	N00312N	47
X.002-163-2023/1	RDS15490	Elandsfontein No 108 - IR	N00312N	5201
X.002-163-2023/1	RDS15750	Elandsfontein No 108 - IR	N00312N	6349
X.002-163-2023/1	RDS19026	Elandsfontein No 108 - IR	N00312N	2510
X.002-163-2023/1	RDS19831	Elandsfontein No 90 - IR	N00312N	2243
X.002-163-2023/1	RDS33642	Elandsfontein No 108 - IR	N00312N	157
X.002-163-2023/1	RDS34343	Union Ext 6 - IR	N00312N	373
X.002-163-2023/1	RDS34344	Union Ext 6 - IR	N00312N	1050
X.002-163-2023/1	RDS59071	Elandsfontein No 90 - IR	N00312N	749
X.002-163-2023/1	RDS62405	Essexwold - IR	N00312N	30
X.002-163-2023/1	RDS62406	Essexwold- IR	N00312N	673
X.002-163-2023/1	RDS63491	Elandsfontein No 108 - IR	N00312N	12164
X.002-163-2023/1	RDS63492	Elandsfontein No 108 - IR	N00312N	12111
X.002-163-2023/1	RDS03245	Union Ext 12 - IR	N00312S	1282
X.002-163-2023/1	RDS08314	Geldenhuis Estate Small Holdings - IR	N00312S	3941
X.002-163-2023/1	RDS08327	Essexwold - IR	N00312S	1025
X.002-163-2023/1	RDS08334	Gosforth Park - IR	N00312S	52
X.002-163-2023/1	RDS08335	Gosforth Park - IR	N00312S	151
X.002-163-2023/1	RDS08337	Gosforth Park - IR	N00312S	878
X.002-163-2023/1	RDS08339	Elandsfontein No 108 - IR	N00312S	2132
X.002-163-2023/1	RDS08340	Elandsfontein No 108 - IR	N00312S	6194
X.002-163-2023/1	RDS08351	Geldenhuis Estate Small Holdings - IR	N00312S	42
X.002-163-2023/1	RDS08356	Essexwold - IR	N00312S	306
X.002-163-2023/1	RDS08361	Nortons Small Farms Agricultural Holdings - IR	N00312S	411
X.002-163-2023/1	RDS08362	Elandsfontein No 90 - IR	N00312S	8041
X.002-163-2023/1	RDS08363	Essexwold - IR	N00312S	2657
X.002-163-2023/1	RDS08365	Bedfordview Ext 116 - IR	N00312S	1090
X.002-163-2023/1	RDS08380	Elandsfontein No 90 - IR	N00312S	68759
X.002-163-2023/1	RDS08383	Elandsfontein No 90 - IR	N00312S	71
X.002-163-2023/1	RDS08384	Nortons Small Farms Agricultural Holdings - IR	N00312S	5529
X.002-163-2023/1	RDS08390	Elandsfontein No 90 - IR	N00312S	12186
X.002-163-2023/1	RDS08404	Elandsfontein No 108 - IR	N00312S	22

X.002-163-2023/1	RDS08485	Elandsfontein No 90 - IR	N00312S	23609
X.002-163-2023/1	RDS08487	Elandsfontein No 90 - IR	N00312S	1690
X.002-163-2023/1	RDS08488	Bedfordview Ext 81 - IR	N00312S	3473
X.002-163-2023/1	RDS12381	Elandsfontein No 90 - IR	N00312S	119
X.002-163-2023/1	RDS15173	Elandsfontein No 90 - IR	N00312S	7896
X.002-163-2023/1	RDS16315	Elandsfontein No 90 - IR	N00312S	21
X.002-163-2023/1	RDS16442	Elandsfontein No 108 - IR	N00312S	11405
X.002-163-2023/1	RDS16443	Elandsfontein No 108 - IR	N00312S	11468
X.002-163-2023/1	RDS21048	Malvern East Ext 6 - IR	N00312S	1814
X.002-163-2023/1	RDS24204	Elandsfontein No 108 - IR	N00312S	2
X.002-163-2023/1	RDS32007	Rietfontein No 61 - IR	N00312S	1879
X.002-163-2023/1	RDS59072	Elandsfontein No 90 -IR	N00312S	5015
X.002-163-2023/1	RDS60067	Castleview - IR	N00312S	5
X.002-163-2023/1	RDS60068	Castleview - IR	N00312S	2
X.002-163-2023/1	RDS63437	Essexwold - IR	N00312S	2003
X.002-163-2023/1	RDS02113	Alberton - IR	N01218E	1691
X.002-163-2023/1	RDS15137	Alberton - IR	N01218E	1224
X.002-163-2023/1	RDS15138	Alberton - IR	N01218E	1176
X.002-163-2023/1	RDS15140	Alberton - IR	N01218E	81
X.002-163-2023/1	RDS15141	Alberton - IR	N01218E	940
X.002-163-2023/1	RDS15143	Alberton - IR	N01218E	679
X.002-163-2023/1	RDS15145	Alberton - IR	N01218E	428
X.002-163-2023/1	RDS15146	Alberton - IR	N01218E	192
X.002-163-2023/1	RDS15147	Alberton - IR	N01218E	12
X.002-163-2023/1	RDS15149	Alberton - IR	N01218E	375
X.002-163-2023/1	RDS15150	Alberton - IR	N01218E	519
X.002-163-2023/1	RDS15151	Alberton - IR	N01218E	722
X.002-163-2023/1	RDS15153	Alberton - IR	N01218E	39
X.002-163-2023/1	RDS15955	Elandsfontein No 108 - IR	N01218E	70676
X.002-163-2023/1	RDS15956	Elandsfontein No 108 - IR	N01218E	28256
X.002-163-2023/1	RDS15957	Elandsfontein No 108 - IR	N01218E	7945
X.002-163-2023/1	RDS02097	Rietfontein No 63 - IR	N01219E	321
X.002-163-2023/1	RDS10562	Klipfontein No 83 - IR	N01219E	67
X.002-163-2023/1	RDS10564	Klipfontein No 83 - IR	N01219E	693
X.002-163-2023/1	RDS12260	Rustivia - IR	N01219E	53
X.002-163-2023/1	RDS12262	Rustivia - IR	N01219E	235
X.002-163-2023/1	RDS12264	Rustivia - IR	N01219E	419
X.002-163-2023/1	RDS12266	Rustivia - IR	N01219E	625
X.002-163-2023/1	RDS12268	Rustivia - IR	N01219E	213
X.002-163-2023/1	RDS12277	Witfield - IR	N01219E	319
X.002-163-2023/1	RDS12286	Benoni Ext 10 (Farrarmere) - IR	N01219E	1174
X.002-163-2023/1	RDS12287	Benoni Ext 10 (Farrarmere) - IR	N01219E	1499
X.002-163-2023/1	RDS12292	Witfield - IR	N01219E	9
X.002-163-2023/1	RDS12293	Witfield - IR	N01219E	47
X.002-163-2023/1	RDS12295	Ravensklip - IR	N01219E	468
X.002-163-2023/1	RDS12296	Ravensklip - IR	N01219E	474
X.002-163-2023/1	RDS12298	Ravensklip - IR	N01219E	321
X.002-163-2023/1	RDS12299	Ravensklip - IR	N01219E	504
X.002-163-2023/1	RDS12300	Rustivia Ext 1 - IR	N01219E	206
X.002-163-2023/1	RDS12306	Rustivia Ext 1 - IR	N01219E	27

X.002-163-2023/1	RDS12307	Rustivia Ext 1 - IR	N01219E	34
X.002-163-2023/1	RDS12308	Rustivia Ext 1 - IR	N01219E	137
X.002-163-2023/1	RDS12509	Bartlett Agricultural Holdings Ext 1 - IR	N01219E	11049
X.002-163-2023/1	RDS12519	Klipfontein No 83 - IR	N01219E	9582
X.002-163-2023/1	RDS12520	Klipfontein No 83 - IR	N01219E	12507
X.002-163-2023/1	RDS12671	Klipfontein No 83 - IR	N01219E	1506
X.002-163-2023/1	RDS12717	Rietfontein No 63 - IR	N01219E	152
X.002-163-2023/1	RDS12725	Rietfontein No 63 - IR	N01219E	309
X.002-163-2023/1	RDS12739	Rietfontein No 63 - IR	N01219E	12364
X.002-163-2023/1	RDS12739	Rietfontein No 63 - IR	N01219E	966
X.002-163-2023/1	RDS12740	Rietfontein No 63 - IR	N01219E	6009
X.002-163-2023/1	RDS12811	Bartlett Agricultural Holdings Ext 1 - IR	N01219E	17254
X.002-163-2023/1	RDS58546	Witfield Ext 36 - IR	N01219E	3466
X.002-163-2023/1	RDS58785	Rietfontein No 63 - IR	N01219E	95
X.002-163-2023/1	RDS65067	Kleinfontein No 67 - IR	N01219E	233
X.002-163-2023/1	RDS67662	Klipfontein No 83 - IR	N01219E	4626
X.002-163-2023/1	RDS79834	Daveyton Ext 6 - IR	N01219E	111
X.002-163-2023/1	RDS79840	Daveyton Ext 6 - IR	N01219E	112
X.002-163-2023/1	RDS79844	Daveyton Ext 6 - IR	N01219E	111
X.002-163-2023/1	RDS79847	Daveyton Ext 6 - IR	N01219E	112
X.002-163-2023/1	RDS79862	Daveyton Ext 6 - IR	N01219E	112
X.002-163-2023/1	RDS79881	Daveyton Ext 6 - IR	N01219E	111
X.002-163-2023/1	RDS02095	Driefontein No 85 - IR	N01219W	6848
X.002-163-2023/1	RDS09128	Witpoortje No 117 - IR	N01219W	151261
X.002-163-2023/1	RDS09129	Withok No 131 - IR	N01219W	64159
X.002-163-2023/1	RDS09290	Witpoort Estates - IR	N01219W	635
X.002-163-2023/1	RDS10440	Witpoortje No 117 - IR	N01219W	1974
X.002-163-2023/1	RDS10592	Witpoort Estates - IR	N01219W	20202
X.002-163-2023/1	RDS10612	Witpoort Estates - IR	N01219W	20204
X.002-163-2023/1	RDS10614	Witpoort Estates - IR	N01219W	20233
X.002-163-2023/1	RDS10620	Witpoort Estates - IR	N01219W	3991
X.002-163-2023/1	RDS10625	Sallies Village - IR	N01219W	321
X.002-163-2023/1	RDS10635	Witpoort Estates - IR	N01219W	291
X.002-163-2023/1	RDS11725	Witpoort Estates - IR	N01219W	10640
X.002-163-2023/1	RDS12252	Rustivia - IR	N01219W	725
X.002-163-2023/1	RDS12253	Rustivia - IR	N01219W	243
X.002-163-2023/1	RDS12255	Rustivia - IR	N01219W	233
X.002-163-2023/1	RDS12257	Rustivia - IR	N01219W	140
X.002-163-2023/1	RDS12259	Rustivia - IR	N01219W	1
X.002-163-2023/1	RDS12279	Activia Park - IR	N01219W	3917
X.002-163-2023/1	RDS12294	Witfield - IR	N01219W	1953
X.002-163-2023/1	RDS12497	Activia Park - IR	N01219W	5228
X.002-163-2023/1	RDS12510	Bartlett Agricultural Holdings Ext 1 - IR	N01219W	316
X.002-163-2023/1	RDS12512	Bartlett Agricultural Holdings Ext 1 - IR	N01219W	172
X.002-163-2023/1	RDS12529	Klipfontein No 83 - IR	N01219W	7779
X.002-163-2023/1	RDS12529	Klipfontein No 83 - IR	N01219W	1509
X.002-163-2023/1	RDS12662	Klipfontein No 83 - IR	N01219W	12264

X.002-163-2023/1	RDS12718	Rietfontein No 63 - IR	N01219W	6180
X.002-163-2023/1	RDS12719	Rietfontein No 63 - IR	N01219W	2999
X.002-163-2023/1	RDS12738	Rietfontein No 63 - IR	N01219W	9035
X.002-163-2023/1	RDS12742	Rietfontein No 63 - IR	N01219W	4390
X.002-163-2023/1	RDS12762	Rustivia - IR	N01219W	859
X.002-163-2023/1	RDS13030	Witpoort Estates - IR	N01219W	18638
X.002-163-2023/1	RDS13031	Witpoort Estates - IR	N01219W	27085
X.002-163-2023/1	RDS13032	Witpoort Estates - IR	N01219W	40333
X.002-163-2023/1	RDS13033	Witpoort Estates - IR	N01219W	4035
X.002-163-2023/1	RDS13034	Witpoortje No 117 - IR	N01219W	7250
X.002-163-2023/1	RDS16087	Rietfontein No 115 - IR	N01219W	3007
X.002-163-2023/1	RDS16477	Geldenhuis Estate Small Holdings - IR	N01219W	1869
X.002-163-2023/1	RDS16729	Geldenhuis Estate Small Holdings - IR	N01219W	1517
X.002-163-2023/1	RDS34506	Witpoortje No 117 - IR	N01219W	3060
X.002-163-2023/1	RDS60324	Witpoortje No 117 - IR	N01219W	13566
X.002-163-2023/1	RDS68558	Witpoort Estates - IR	N01219W	4979
X.002-163-2023/1	RDS68559	Witpoortje No 117 - IR	N01219W	1218
X.002-163-2023/1	RDS70250	Witpoort Estates - IR	N01219W	167
X.002-163-2023/1	RDS70251	Witpoortje No 117 - IR	N01219W	566
X.002-163-2023/1	RDS70316	Witpoort Estates - IR	N01219W	2565
X.002-163-2023/1	RDS70317	Witpoort Estates - IR	N01219W	344
X.002-163-2023/1	RDS70318	Witpoort Estates - IR	N01219W	12
X.002-163-2023/1	RDS73666	Witpoortje No 117 - IR	N01219W	669
X.002-163-2023/1	RDS73667	Witpoortje No 117 - IR	N01219W	1107
X.002-163-2023/1	RDS73668	Witpoortje No 117 - IR	N01219W	623
X.002-163-2023/1	RDS77692	The Rand Collieries Small Holdings - IR	N01219W	20103
X.002-163-2023/1	RDS01034	Rietfontein No 128 - IR	N01702E	25436
X.002-163-2023/1	RDS01034	Rietfontein No 128 - IR	N01702E	23072
X.002-163-2023/1	RDS09132	Rietfontein No 128 - IR	N01702E	53923
X.002-163-2023/1	RDS10765	Rietfontein No 128 - IR	N01702E	130021
X.002-163-2023/1	RDS10766	Rietfontein No 128 - IR	N01702E	127287
X.002-163-2023/1	RDS10767	Rietfontein No 128 - IR	N01702E	90135
X.002-163-2023/1	RDS10768	Rietfontein No 128 - IR	N01702E	36536
X.002-163-2023/1	RDS10771	Nuffield Ext 2 - IR	N01702E	521
X.002-163-2023/1	RDS10778	Daggafontein No 125 - IR	N01702E	8706
X.002-163-2023/1	RDS10779	Daggafontein No 125 - IR	N01702E	4882
X.002-163-2023/1	RDS10782	Rietfontein No 128 - IR	N01702E	605892
X.002-163-2023/1	RDS10785	Daggafontein No 125 - IR	N01702E	197417
X.002-163-2023/1	RDS10785	Daggafontein No 125 - IR	N01702E	53768
X.002-163-2023/1	RDS12826	Daggafontein No 125 - IR	N01702E	9754
X.002-163-2023/1	RDS16141	Daggafontein No 125 - IR	N01702E	8737
X.002-163-2023/1	RDS35598	Salt peterkranz No 351 - IR	N01702E	345270
X.002-163-2023/1	RDS36839	Salt peterkranz No 351 - IR	N01702E	206586
X.002-163-2023/1	RDS36891	Rolspruit No 127 - IS	N01702E	377919
X.002-163-2023/1	RDS36892	Rolspruit No 127 - IS	N01702E	822645
X.002-163-2023/1	RDS40251	Daggafontein No 125 - IR	N01702E	15750
X.002-163-2023/1	RDS40256	Daggafontein No 125 - IR	N01702E	208
X.002-163-2023/1	RDS40404	Daggafontein No 125 - IR	N01702E	121

X.002-163-2023/1	RDS40407	Daggafontein No 125 - IR	N01702E	1
X.002-163-2023/1	RDS43985	Rietfontein No 128 - IR	N01702E	34254
X.002-163-2023/1	RDS54526	Rolspruit No 127 - IS	N01702E	410646
X.002-163-2023/1	RDS81606	Daggafontein No 125 - IR	N01702E	5480
X.002-163-2023/1	RDS81607	Daggafontein No 125 - IR	N01702E	1460
X.002-163-2023/1	RDS82278	Daggafontein No 125 - IR	N01702E	2305
X.002-163-2023/1	RDS12371	Driefontein No 85 - IR	R02101N	1994
X.002-163-2023/1	RDS12569	Driefontein No 85 - IR	R02101N	1545
X.002-163-2023/1	RDS12571	Driefontein No 85 - IR	R02101N	11990
X.002-163-2023/1	RDS59710	Hughes Ext 23 - IR	R02101N	1123
X.002-163-2023/1	RDS80625	Driefontein No 85 - IR	R02101N	1612
X.002-163-2023/1	RDS12420	Klipfontein No 83 - IR	R02101S	3175
X.002-163-2023/1	RDS12518	Bartlett Agricultural Holdings Ext 2 - IR	R02101S	871
X.002-163-2023/1	RDS38077	Klipfontein No 83 - IR	R02101S	1975
X.002-163-2023/1	RDS65000	Klipfontein No 83 - IR	R02101S	233
X.002-163-2023/1	RDS65424	Bartlett Ext 29 - IR	R02101S	3644
		TOTAL		4727698

Non-Toll N.003-112-2023/1

Project No.	RDS No.	Location Description	Road ID	Property Area M ²
N.003-112-2023/1	RDS00109	Eendracht No 185 - IR	N00311N	63830
N.003-112-2023/1	RDS00131	Houtpoort No 392 - IR	N00311N	11102
N.003-112-2023/1	RDS02607	Eendracht No 185 - IR	N00311N	10404
N.003-112-2023/1	RDS08419	Eendracht No 185 - IR	N00311N	43903
N.003-112-2023/1	RDS08425	Houtpoort No 392 - IR	N00311N	64861
N.003-112-2023/1	RDS08444	Houtpoort No 392 - IR	N00311N	10158
N.003-112-2023/1	RDS08444	Houtpoort No 392 - IR	N00311N	36933
N.003-112-2023/1	RDS08445	Tamboekiesfontein No 173 - IR	N00311N	2052
N.003-112-2023/1	RDS08447	Houtpoort No 392 - IR	N00311N	2627
N.003-112-2023/1	RDS08455	Houtpoort No 392 - IR	N00311N	2091
N.003-112-2023/1	RDS08468	Eendracht No 185 - IR	N00311N	32632
N.003-112-2023/1	RDS11564	Langlaagte No 186 - IR	N00311N	68415
N.003-112-2023/1	RDS11608	Houtpoort No 392 - IR	N00311N	11174
N.003-112-2023/1	RDS11608	Houtpoort No 392 - IR	N00311N	11413
N.003-112-2023/1	RDS14489	Langlaagte No 186 - IR	N00311N	13489
N.003-112-2023/1	RDS18333	Houtpoort No 392 - IR	N00311N	4425
N.003-112-2023/1	RDS20263	Langlaagte No 186 - IR	N00311N	2335
N.003-112-2023/1	RDS62496	Koppieskraal No 157 - IR	N00311N	11706
N.003-112-2023/1	RDS62498	Koppieskraal No 157 - IR	N00311N	13036
N.003-112-2023/1	RDS00131	Houtpoort No 392 - IR	N00311S	13550
N.003-112-2023/1	RDS02607	Eendracht No 185 - IR	N00311S	47512
N.003-112-2023/1	RDS02607	Eendracht No 185 - IR	N00311S	1833
N.003-112-2023/1	RDS08425	Houtpoort No 392 - IR	N00311S	2576
N.003-112-2023/1	RDS08441	De Hoek No 411 - IR	N00311S	822
N.003-112-2023/1	RDS08442	De Hoek No 411 - IR	N00311S	10810
N.003-112-2023/1	RDS08443	Lagerspoort No 406 - IR	N00311S	143
N.003-112-2023/1	RDS08445	Tamboekiesfontein No 173 - IR	N00311S	1311
N.003-112-2023/1	RDS08450	Houtpoort No 392 - IR	N00311S	67948
N.003-112-2023/1	RDS08451	Houtpoort No 392 - IR	N00311S	84539
N.003-112-2023/1	RDS08455	Houtpoort No 392 - IR	N00311S	1001

N.003-112-2023/1	RDS08456	Eendracht No 185 - IR	N00311S	14216
N.003-112-2023/1	RDS08480	Koppieskraal No 157 - IR	N00311S	865
N.003-112-2023/1	RDS11563	Langlaagte No 186 - IR	N00311S	47596
N.003-112-2023/1	RDS11606	Lagerspoort No 406 - IR	N00311S	8268
N.003-112-2023/1	RDS11610	Houtpoort No 392 - IR	N00311S	18959
N.003-112-2023/1	RDS12894	Lagerspoort No 406 - IR	N00311S	5620
N.003-112-2023/1	RDS12908	Lagerspoort No 406 - IR	N00311S	96531
N.003-112-2023/1	RDS12908	Lagerspoort No 406 - IR	N00311S	50221
N.003-112-2023/1	RDS13526	Lagerspoort No 406 - IR	N00311S	4898
N.003-112-2023/1	RDS13536	De Hoek No 411 - IR	N00311S	23120
N.003-112-2023/1	RDS13623	Modderfontein No 410 - IR	N00311S	70261
N.003-112-2023/1	RDS16081	Houtpoort No 392 - IR	N00311S	8070
N.003-112-2023/1	RDS16845	Houtpoort No 392 - IR	N00311S	11959
N.003-112-2023/1	RDS16847	Houtpoort No 392 - IR	N00311S	8963
N.003-112-2023/1	RDS16848	Houtpoort No 392 - IR	N00311S	50724
N.003-112-2023/1	RDS18334	Houtpoort No 392 - IR	N00311S	12647
N.003-112-2023/1	RDS19350	De Hoek No 411 - IR	N00311S	72576
N.003-112-2023/1	RDS25352	De Hoek No 411 - IR	N00311S	5853
N.003-112-2023/1	RDS25353	De Hoek No 411 - IR	N00311S	24803
N.003-112-2023/1	RDS25354	De Hoek No 411 - IR	N00311S	8851
N.003-112-2023/1	RDS62497	Koppieskraal No 157 - IR	N00311S	11309
N.003-112-2023/1	RDS62499	Koppieskraal No 157 - IR	N00311S	6797
N.003-112-2023/1	RDS08477	Vlakplaats No 138 - IR	N00312N	56542
N.003-112-2023/1	RDS08347	Vlakplaats No 138 - IR	N00312S	3952
N.003-112-2023/1	RDS08416	Vlakplaats No 138 - IR	N00312S	114
N.003-112-2023/1	RDS08431	Vlakplaats No 138 - IR	N00312S	1851
N.003-112-2023/1	RDS08434	Vlakplaats No 138 - IR	N00312S	3314
N.003-112-2023/1	RDS08436	Vlakplaats No 138 - IR	N00312S	12521
N.003-112-2023/1	RDS08437	Vlakplaats No 138 - IR	N00312S	3380
N.003-112-2023/1	RDS08438	Vlakplaats No 138 - IR	N00312S	2537
N.003-112-2023/1	RDS08452	Vlakplaats No 138 - IR	N00312S	4804
N.003-112-2023/1	RDS08453	Vlakplaats No 138 - IR	N00312S	219
N.003-112-2023/1	RDS08477	Vlakplaats No 138 - IR	N00312S	17399
		TOTAL		1318371

C3.1.2.4 Time for completion

The Time for Completion of the Works shall be five years from the Commencement Date of 1 December 2023.

C3.1.3 DRAWINGS

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

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

Any information in the possession of the Contractor, which the Engineer requires to record as-built information, shall be supplied to the Engineer before a Taking-Over Certificate will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply all figured dimensions omitted from the drawings.

C3.1.4 POWER SUPPLY AND OTHER SERVICES

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

C3.1.5 CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment will be made for work done in such confined areas. In certain instances, the width of the work to be undertaken may decrease to zero and the working space may be confined. The work method in such confined areas will be determined by the Contractor's constructional equipment.

However, the Contractor must note that measurement and payment will only be made in accordance with the authorised dimensions, irrespective of the method used for achieving these dimensions and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

C3.1.6 CONTRACTOR'S CAMP SITE

The Contractor shall provide a suitable site for the Contractor's camp and for accommodating the Contractor's labourers. The Contractor will provide, at the camp site, an office for the Engineer as specified.

C3.1.7 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

In addition to the requirements specified in the Standard Specifications, the Contractor shall adhere to the following requirements.

C3.1.7.1 Accommodation of traffic

Reference shall be made to the requirements shown on the drawings as well as to Section M0500 of the Standard Specifications where temporary traffic control measures and limitations regarding lane closures, work areas and the unoccupied spacing of such closures are detailed.

Any cost associated with the accommodation of traffic must be included in the relevant payment items under Section M0500.

C3.1.7.2 Crack sealing and pavement failure repairs

Crack sealing and pavement failure repairs shall be ordered by the Engineer as specified in Series M1000 of the Standard Specifications. Crack sealing shall normally be ordered in late winter or early spring before the summer rains, although further crack sealing may be required in summer.

The Contractor will be supplied with a schedule of work to be undertaken on the affected sections and the programming of the execution thereof is to be agreed with the Engineer.

C3.1.7.3 Construction of drainage works to combat erosion

The Engineer may instruct the Contractor to construct new drains or to repair drainage works damaged by stormwater. Under normal circumstances, this work will generally not require the use of specialist skills or equipment and will be limited to minor earthworks and concrete works.

C3.1.7.4 Cleaning of drainage structures

The Contractor shall clean concrete drainage structures to maintain the acceptance criteria as specified. The Engineer may order the cleaning of earth drainage channels.

C3.1.7.5 Clearing of the road reserve

The Contractor shall have sufficient resources available to clear the entire road reserve included in this contract, at least at the times and frequencies as specified in the Specifications.

The Engineer may order additional clearing during peak traffic periods, particularly during the months of July and December.

C3.1.7.6 Repairing damaged fencing, road signs, guardrails and balustrades,

On a regular basis, the Contractor shall inspect the site to check for damaged fencing, road signs and guardrails.

Damage to fencing, road signs guardrails and balustrades shall be reported to the Engineer who will instruct the action to be taken by the Contractor. Within thirty (30) days of the Commencement Date the contractor shall inspect all the guardrails to ensure that they have been correctly overlapped. A report on this shall be submitted to the Engineer.

The Contractor shall control all vegetation growth around road signs in such a way necessary to prevent any damage to the road signs due to veld fires. The Contractor shall replace all road signs damaged due to veld fires at the Contractor's own cost.

C3.1.7.7 Replacement of roadstuds

The Contractor shall only replace roadstuds as specified in Section M4300 of the Standard Specifications, when and as instructed by the Engineer.

C3.1.7.8 Environmental requirements

Trees and shrubs established in landscaped areas of interchanges and in the road reserve may under no circumstances be disturbed without specific instruction from the Engineer for their removal. Trees and shrubs inadvertently destroyed by the Contractor shall be replaced with the equivalent at the Contractor's own cost.

Disposal of any bituminous-based material shall only be at an approved location and by means of an approved method, arranged beforehand with the Engineer. Bituminous binders shall not be disposed of on the Site but shall be returned to the supplier for disposal.

All waste shall be disposed of in terms of the applicable legislation.

Invasive and alien vegetation eradication control plans shall be drawn up and updated annually, in terms of applicable legislation.

Litter collected shall be recorded (by volume and mass) monthly and kept on file and shall be disposed of at an approved landfill site. Recycling of collected litter shall be undertaken where practicably possible.

C3.1.7.9 Mowing of grass

The mowing of grass shall be classified into shoulder mowing and general mowing as specified in Section M6100 of the Standard Specifications.

C3.1.7.10 Fire breaks

The Contractor will be required to assist with the clearing and maintenance of fire breaks along the common boundaries with land owners along the route of the road in fire control areas, in terms of the Veld Fire Act, as described in the specifications or as directed by the Engineer.

C3.1.7.11 Maintenance and establishment of plants, trees, shrubs and grass

Top soiling and hydroseeding of sparse areas may be ordered by the Engineer as specified in Series M6000 of the Standard Specifications. If ordered, this work will normally be undertaken in early spring or late summer when mowing operations are not envisaged.

The Contractor will not be expected to handle individual areas on a piecemeal basis but will be supplied with a schedule of areas to be treated and be given an opportunity to agree a programme for this work with the Engineer. These comments are also applicable to the application of fertiliser and herbicides, and the planting of additional trees and shrubs.

Maintenance of trees and shrubs shall be undertaken as specified in Section M6400 of the Standard Specifications. Such maintenance may include hoeing around trees and shrubs, trimming and watering. Additional watering of trees and shrubs may be ordered by the Engineer in dry periods and shall be paid for under the appropriate payment item.

C3.1.7.12 Emergency assistance

The emergency assistance as specified in Series M7000 of the Standard Specifications shall normally be ordered in the event of natural and unnatural events in the road reserve or on the road surface. This can include accidents involving commercial or passenger vehicles, clearing of spillages, sheltering of animals, firefighting and safeguarding of dangerous areas.

The Contractor will also be required, in full liaison with and under the instruction of the relevant authority, to manage and co-ordinate the clearing of accident scenes so as to ensure that the road is reinstated to a safe condition.

C3.1.7.13 Daywork

Sub-clause 13.6 of the FIDIC Conditions of Contract for Construction, 1999, refers.

The Contractor shall tender the rates applicable to daywork, as provided for in the Bill of Quantities. These rates will be taken into account in the adjudication of tenders.

The tendered rates shall be considered to include full compensation for the work to be performed, including supervision of labour, all plant operators and other operating costs, overheads and profit. Hourly rates for transport and equipment shall apply to the actual number of hours for which the vehicles or equipment are required for a specific item of work, including travelling time if applicable.

The Contractor shall maintain a hard cover duplicate book on site for the purposes of recording daywork. The Contractor shall record the total time claimed under each relevant item of the Bill of Quantities and the applicable instruction of the Engineer and shall ensure that the total times claimed are agreed and signed daily by the Engineer's representative on site.

The Contractor shall not claim daywork for any work for which an applicable rate has been tendered or agreed to in writing by the Engineer.

The cost of materials used and paid for by the Contractor, as authorised by the Engineer, shall be reimbursed at net cost, exclusive of Value Added Tax, plus the percentage as tendered for the Contractor's overhead charges and profit.

In the event where no allowance has been made for a specific item in the Bill of Quantities, the Engineer may order daywork according to sub-clause 13.6 of the FIDIC Conditions of Contract for Construction, 1999.

C3.1.8 ALLOWANCE FOR OTHER CONTRACTORS AND ACCOMMODATION OF OTHER CONTRACTS

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

Although details of such contracts are not known it may include, *inter alia*, periodic maintenance, special maintenance, rehabilitation and upgrade contracts. Depending on the scope of works for these contracts, the Contractor may be relieved of his responsibilities on the relevant section of the site during the construction period only, and this may include a reduced scope of work on performance based items where applicable.

The contracts which may be implemented during the Time for Completion of this contract are scheduled in Table C3.1.8/1:

TABLE C3.1.8/1 : PROGRAMME OF CONTRACTS

SECTION	WORKS DESCRIPTION	PERIOD	
		FROM	TO
R21-1 & 2, N12-18 & 19, N3-12 and N17-2	Lightning Electrical Contractor	Dec 2023	Nov 2028
R21-1 km12.5 to km26.0	Rehabilitation	Dec 2023	Nov 2028
R21-2 km 0.0 to km5.7	Rehabilitation	Dec 2023	Nov 2028
R21-2 km3.4	Sinkhole	March 2022	On going
N3-12 km13.2 to 23.8	Rehabilitation	Dec 2023	Nov 2028
N3-12 km 23.8 to 31.0	Rehabilitation	Dec 2023	Nov 2028
N3-11 km15.4 to 38.0	Rehabilitation	Dec 2023	Nov 2028

C3.1.9 PROGRAMME, RESTRICTION AND COMPLETION OF ACTIVITIES

This clause covers matters relating to the programme of work, restriction on certain maintenance activities, completion and responding time of specified activities, compliance with the specifications, and related delay damages and penalties.

C3.1.9.1 Programme

The Time for Completion of the Works is specified in the Appendix to Tender.

The Engineer will determine the extent and frequency of the work to be executed in terms of the contract, as certain activities are dependent upon the climatic conditions encountered during the period of the contract. The Engineer will agree on an annual programme of work per route section with the Contractor. Reference is made to clause M0203 of the Standard Specifications which specifies the requirements for the submission of a programme.

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

TABLE C3.1.9/1: FREQUENCY AND COMMENCEMENT PERIOD OF ACTIVITIES

Activity	Frequency	Start period
M0400: Route patrol	Three Times per day (8 hour cycles)	Dec 2023
M1200: Repair of potholes, edge breaks and surface failures	As and when required	Dec 2023
M2300: Cleaning of waterway structures	Monthly	Dec 2023
M2400: Cleaning of prefabricated culverts	Monthly	Dec 2023
M2500: Cleaning of concrete drains with mechanical vacuum sweepers	Once every two weeks	Dec 2023
M2700: Edge build-up removal	Monthly	Dec 2023
M3200: Collection and removal of debris and litter	Once per week or as specified in standard specifications	Dec 2023
M6100: Controlling vegetation growth (i) Performance Base Mowing (ii)	Monthlhy	Dec 2023

C3.1.9.2 Restriction on maintenance activities

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

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

TABLE C3.1.9/2: RESTRICTION ON MAINTENANCE ACTIVITIES

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

C3.1.9.3 Completion time of specified activities and penalties

Generally, the maintenance activities covered by this contract will be on a continuous basis. However, certain specified activities are considered to be a priority or are critical, and it is a condition of contract that they shall be completed or responded to as specified, after receiving an instruction from the Engineer.

Should the Contractor fail to complete the specified activity or respond timeously, or comply with the specifications, he shall be liable for delay damages or a penalty as specified in Table C3.1.9/3. The delay damages or penalty that is applicable on work undertaken by subcontractors that qualify in terms of the definition, and which has been sublet according to the specifications for the tender process, shall be apportioned between the Contractor and subcontractor in the ratio of 50/50.

Definitions:**Completion time:**

Completion time is defined as that period from the date on which an instruction is received by the Contractor from the Engineer, to the date of full completion.

Responding time:

Responding time is defined as that period from the time on which an instruction is received by the Contractor from the Engineer, to the time of reporting at the place of the required activity, by the designated standby supervisor and team.

These activities, specified times, delay damages, and including penalties for work not complying with the specifications, are indicated in Table C3.1.9/3.

Notes:

- (a) Indicated day means a calendar day.
- (b) There shall be no reduction of delay damages or penalty for partial completion of works.
- (c) Delay damages and penalties as specified in Table C3.1.9/3, as well as elsewhere in the Scope of Work shall be deducted from the amount Ac as defined in sub-clause 13.8 of the Particular Conditions of Contract, prior to multiplying the amount Ac by the Contract Price Adjustment Factor.
- (d) Payment of delay damages or a penalty shall not absolve the Contractor of any claims, or relieve the Contractor of any of his duties, obligations or responsibilities under the contract.

TABLE C3.1.9/3: SPECIFIED ACTIVITY PERIODS, DELAY DAMAGES AND PENALTIES

Activity	Completion time or inspection frequency	Responding time	Penalty for late responding	Penalty for late completion	Penalty for not to specification
M0400: Route Patrol Services 1. Not submitting daily reports 2. Equipment missing as specified 3. Temporary pothole repair	daily daily daily			R1000/day	R500/day R200/article
M0500: Accommodation of traffic 1. Lane closure not to specification 2. Sign not to specification	inspection daily				R2000/closure R500/sign
M1200: Repair of potholes, edgebreaks and surface failures Non-performance based criteria: 1. Repair of potholes and surface failures 2. Repair of edgebreaks Performance based criteria	daily 14 days inspection monthly	Within 1 hour	R500/hour	R500/hour R100/m	R5000/section R10000/section
M1700: Repair of slope failures and washaways	1 month		R1000/day	R1000/day	R5000/day
M2300: Cleaning of waterway structures	2 weeks		R1000/day	R1000/day	R5000/section
M2400: Cleaning of prefabricated culverts	inspection monthly		R1000/day	R1000/day	R5000/section
M2500: Cleaning of concrete drains and culverts	inspection monthly		R1000/day	R1000/day	R5000/section
M2600: Cleaning and maintenance of existing earth drains	1 month		R1000/day	R1000/day	R1000/incident
M2700: Edge build-up removal	inspection monthly		R1000/day	R1000/day	R5000/section
M3200: Collection and removal of debris and litter	inspection daily		R1000/day	R1000/day	R1000/incident
M4100: Erection and repair of permanent road traffic signs 1. R-Series 2. W-Series 3. G-Series (after delivery) 4. Information (after delivery)	Inspection frequency daily	2 days after JI acceptance 3 days after delivery	R1000/day R1000/day R1000/day R1000/day	R1000/day R1000/day R1000/day R1000/day	R500/incident per day for all
M4400: Guardrail erection and maintenance/Wire Rope Safety Fence 1. Repair guardrails 2. Repair Wire Rope Safety Fence 3. Safeguard area	3 days 24 hours 4 hours	3 days 24 hours 4 hours	R1000/day for all	R1000/day R1000/day R1000/day	R500/incident per day for all
M6100: Controlling vegetation growth: Mowing and cutting 1. Shoulder mowing 2. General mowing 3. Mowing operation more than 7.0 km ahead of labourers finishing behind 4. Performance based items	6 weeks 2 months inspection monthly	3 days for all	R2000/day for all	R2000/day for all	R2000/section per day

Activity	Completion time or inspection frequency	Responding time	Penalty for late responding	Penalty for late completion	Penalty for not to specification
M7000: Emergency assistance 1. Accident restoration and clearing of spillages 2. Sheltering of animals 3. Fire fighting 4. Safeguard of dangerous areas		1 hour 1 hour 1 hour 1 hour	R250/hour R250/hour R250/hour R250/hour		
M9000: Daywork	As instructed	1 week	R1000/day	R1000/day	
GENERAL 1. OH&S Plan 2. Quality Assurance System 3. Other specified or programmed activity 4. Any particular, routine or non-routine activity on instruction of the Engineer 5. Late appointment of subcontractors	As specified and instructed for all activities listed	As instructed Within 6 months of commencement	 R1000/day per activity	 R1000/day per activity	R1000/day per activity

C3.1.10 LEGAL REQUIREMENTS

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

- (i) Constitution of the Republic of South Africa, 1996 (Act No 108 of 1996);
- (ii) Public Finance Management Act, 1999 (Act No 1 of 1999);
- (iii) Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- (iv) Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003); and
- (v) Construction Industry Development Board Act, 2000 (Act No 38 of 2000) and Regulations;
- (vi) Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and all its Regulations;
- (vii) Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993);
- (viii) rates for wages and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry in terms of the Labour Relations Act, 1995 (Act No 66 of 1995).
- (ix) National Water Act Act No 36 of 1998
- (x) National Veld And Forest Fire Act 101 OF 1998
- (xi) National Environmental Management: Biodiversity Act, No. 10 of 2004
- (xii) National Environmental Management: Waste Act 59 OF 2008
- (xiii) National Environmental Management: Integrated Coastal Management Act, No. 24 of 2008
- (xiv) National Environmental Management Act, Act No. 107, 1998
- (xv) Conservation Of Agricultural Resources Act 43 Of 1983
- (xvi) National Environmental Management: Air Quality Act, 2004 (Act No 39 of 2004)

In addition to the above, in terms of National Treasury Instruction No 3 of 2014/2015 with reference to the Public Finance Management Act, 1999 (Act No 1 of 1999) and Regulations, the Contractor and subcontractors are required to provide the Employer with written confirmation to access the SARS Electronic Tax Compliance Status (TCS) System to verify and continuously track the tax compliance status of all persons conducting business with the State.

C3.1.11 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall be responsible for construction according to an Environmental Management Plan in terms of Section C3.3 of the Scope of Work.

The Contractor must take the utmost care to minimise the impact of his establishment and other construction activities on the environment and must adhere to the requirements as set out in Section C3.3 of the Scope of Work. Where the contractor fails to adhere to these requirements, the specifications in Section C3.3 provide the methodology of the remedy.

C3.1.12 TARGETED PROCUREMENT

The South African National Roads Agency SOC Limited (SANRAL) is committed to the implementation of Government's policies and in turn expects the same from its contractors. In order to comply with the objectives of its preferential procurement policy, SANRAL will utilise its targeted procurement procedure which is the process used to create a demand for the services and supplies of, or to secure the participation of, targeted enterprises in contracts.

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

- (i) adherence to the policies and initiatives of the Government;
- (ii) employment of targeted enterprises;
- (iii) provide mentoring, guidance and assistance to subcontractor targeted enterprises;
- (iv) arrangement of engineering skills, entrepreneurial skills and generic skills training programmes for subcontractor targeted enterprises, for which provision has been made in the Bill of Materials;
- (v) liaison with government institutions and community-based structures; and
- (vi) facilitating a wellness program for site employees and their relatives.

In this regard, Part D of the Scope of Work covers the Contractor's requirements in detail, as well as defining the procurements targets.

C3.1.13 OCCUPATIONAL HEALTH AND SAFETY

In terms of the Construction Regulation 2014, 5(1)(b) of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the South African National Roads Agency SOC Limited, as the Employer, is required to compile a specification on health and safety for the project. Section C3.5 of the Scope of Work contains the specification that regulates the Contractor's construction methods to ensure health and safety of his employees, subcontractors and the public.

C3.1.14 CHANGES TO SCOPE OF WORK

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount. Reference is made to the standard specification M0208 (i).

C3.1.15 CONTRACTOR PERFORMANCE REPORTS

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

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

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

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

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

The Contractor will be responsible for the submission of monthly performance reports of the subcontractors which will be used to monitor and evaluate the subcontractor's performance throughout the contract. The Employer's standard evaluation template will be made available and should be used for these evaluations.

C3.1.16 INTEGRATED TRANSPORTATION INFORMATION SYSTEM

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

ITIS is an integrated approach to the sharing and inter-relating of technical performance information for the Employer and relies on people following procedures to populate system with data. ITIS currently consist of the following platforms:

- ITIS Web – Web enabled portal providing online access to various functions, workflow and reports.
- ITIS Desktop – Offline data capture tool enabling the capture of information offline, validation and then synchronisation of data with the ITIS database.

ITIS Mobile – Application (Android 6 or later) that allows the in-field capture of information using a smart phone or tablet (must have camera and GPS), validation and then synchronisation of data with the ITIS database.

The Employer then has several ITIS modules running on any of the above ITIS platforms which affect the Contractor, who will need to use these modules to perform certain procedures and to provide required information. The current modules applicable to routine road maintenance and their description are as follows:

- (i) Contract Module – management of contracts;
- (ii) Routine Road Maintenance Module - issuing of job instructions (estimates, photographs and workflows) and preparing the payment certificate;
- (iii) Incident Module – recording of incidents on site; and
- (iv) Project Information Module – employment and training data.

User manuals for the various functions can be downloaded from <https://itisra.co.za/Portal/Myaccount/UserManuals> after the successful registration as a Public User.

C3.1.16.1 Routine Road Maintenance ITIS Module

The Employer's ITIS module is managed by the Engineer, which records the work done and prepares a payment certificate. The timelines for the various stages of the Interim Payment Certificate from the initial preparation by the Engineer, to the submission by the Engineer to the Employer for payment, will be identified by the Employer, and may vary in certain months due to financial deadlines, or shutdown periods.

The work flow sequence is as follows:

- (i) Work identified by the Engineer or Contractor using ITIS mobile application.
- (ii) The Engineer then issues a Job Instruction for the work to be executed, complete with element and rates of the work to be executed via the ITIS mobile application.
- (iii) Engineer prepares an interim Job Instruction for the work to be executed.
- (iv) Contractor determines whether he will do the work or allocate the work to an appointed subcontractor using the ITIS mobile application.
- (v) On arrival at location, the Contractor/subcontractor capture various stages of progress of the works using ITIS mobile application.
- (vi) On completion of the work the Contractor provides measurement of the work executed via the ITIS mobile application, which the Engineer checks for quality and measurement acceptance.
- (vii) The Engineer signs off details of the Job Instruction, partially or fully completed, on ITIS module.
- (viii) On a measurement date determined by the Engineer the completed Job Instructions shall be included in a payment certificate, the Engineer shall provide a draft payment certificate to the Contractor for checking purposes.
- (ix) The Contractor shall notify the Engineer of any amendments or corrections to the draft payment certificate.
- (x) The Engineer shall then prepare the Interim Payment Certificate from ITIS module for submission by the Contractor as his Statement in terms of sub-clause 14.3 of the FIDIC Conditions of Contract, for approval by the Engineer and submission to the Employer for payment.

C3.1.17 PERSONNEL REQUIREMENTS

C3.1.17.1 Key personnel

The key persons required for this contract are detailed in the table in paragraph C3.1.17.2 according to the CIDB contractor grading designation determined for the contract.

The names of the Contractor's key persons are shown in Form C1.2.3 Contract Data – Information Provided by the Tenderer.

C3.1.17.2 Minimum requirements

The minimum requirements with regards to qualification, registration and experience in the civil engineering/road construction field, for the Contractor's key personnel shall be as indicated in the table below, according to the CIDB contractor grading designation determined for the contract.

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

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

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

³ South African Council for Project and Construction Management Professions.

The Contractor's Representative and the Targeted Group Development Coordinator are dedicated positions and they cannot occupy the position of another key person.

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

C3.1.18 LOCAL PRODUCTION AND CONTENT

The Department of Trade and Industry in consultation with National Treasury has designated the construction sector and determined the stipulated minimum threshold for steel products and component for construction for the state procurement for local production and content. Section C3.6 of the Scope of Work contains the specifications for local production and content.

C3.2 PARTICULAR SPECIFICATIONS

The Standard Specifications for Routine Road Maintenance, **April 2019** as amended by particular specifications, shall apply to this contract. The particular specifications comprise standard and particular amendments issued by South African National Roads Agency SOC Ltd, and are set out in this section.

C3.2.1 STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following standard amendments shall apply.

Section No

Clause No

Or Item No Amendment

M0204 WORKMANSHIP AND QUALITY CONTROL

In the first paragraph:

Replace "28 days" with "14 days"

Include the following after the second paragraph:

"The minimum instruments required and which shall be available at all times are the following:

- (i) Calibrated level, tripod and 4m levelling staff;
- (ii) CSIR field kit for quality assurance of general sealed-road maintenance, which includes; 3m straight edge, aluminium wedge, spirit level device, digital thermometer for measuring asphalt temperature, rapid compaction control device (RCCD), crack width gauges and hook; all the apparatus necessary to monitor and quantify the measurable properties; and
- (iii) Dynamic cone Penetrometer (DCP)."

Reword paragraph 3 (now paragraph 5 to read as follow:

"The Contractor shall determine the frequencies at which quality of process control tests are to be undertaken, but shall not be less than that which is indicated in the table below. The Engineer will, however, undertake acceptance control tests for the judgement of workmanship and quality of products without accepting and y responsibilities vested with the Contractor in terms of the contract."

Include the following paragraph and Table M0204/1:

"The minimum testing frequencies for the different layer works and concrete work are the following:

Table M0204/1: Testing Frequencies				
Description	Unit	Quantity	Min Number of tests	Specification/method
Concrete	m ³	3	1	SANAS concrete strength
Shoulder reconstruction (Quality & workmanship)	m ³	Daily when compacting	As specified in Series M1000	CSIR test kit
Shoulder reconstruction (Material conformance)	m ³	200	1	TRH14 at SANAS laboratory
Layer works below subbase layer (Quality & workmanship)	m ³	Daily when compacting	As specified	CSIR test kit

Layer works below subbase layer (Material conformance)	m ³	300	1	TRH14 at SANAS laboratory
Sub base layer (Quality & workmanship)	m ³	Daily when compacting	As specified	CSIR tes kit
Sub base layer (Material conformance)	m ³	200	1	TRH14 at SANAS laboratory
Base layer (Quality & workmanship)	m ³	Daily when compacting	As specified	CSIR test kit
Base layer (Material conformance)	m ³	100	1	RRM Standard specifications Table M1105/1,2&3 or TRH14 at SANAS laboratory
Cold mix asphalt CMA (Quality & workmanship)	t	Daily when compacting	As specified	CSIR test kit
Cold mix asphalt CMA (Material conformance)	t	20	1	Suppliers specifications at SANAS laboratory
Hot mix asphalt HMA	t	Daily when compacting	As specified	CSIR test kit and calibrated nuclear gauge
Hot mix asphalt HMA (Material conformance)	t	20	1	RRM Standard Specifications Table M1105/4&5 at SANAS laboratory

C3.2.2 PARTICULAR AMENDMENTS TO THE STANDARD SPECIFICATIONS

In certain clauses the Standard Specifications allow a choice to be specified in the Scope of Work between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this section of the Scope of Work. It also contains some additional specifications required for this particular contract.

SECTION M0300: CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

M0302 GENERAL REQUIREMENTS

Amend the sub clause (b) to read as follow:

(b) Office for the Engineer

The Contractor will provide the Engineer with office space (about 100m²) and carports for six staff members as well as a conference room, kitchen and toilets at the Contractors campsite or offices. The offices shall be constructed from approved material. The office shall have double walls filled with insulating material and lined on the inside with timber or other approved material. Ceilings shall be provided for the office building. The office window area shall be at least equal to 25% of the floor area. The office shall be provided with approved burglar proofing

The office building shall be painted with an approved paint after erection. The paint work shall be maintained during the contract period.

The doors shall be equipped with a lock and two keys.

The siting and orientation of the office shall be to the Engineers satisfaction and shall be decided on in consultation with the Engineer and confirmed in writing before erection. The office shall be provided with 220-volt electricity. Contractor to provide backup electricity supply in case of loadshedding.

The clear height of all offices between floor and ceiling shall be 2.4m minimum. All windows shall be of the type that can open over the full window area. The Contractors shall provide and install all office furniture (i.e. desks, chairs, steel filing cabinets, etc.) for four staff members over the full duration of the contract to the satisfaction of the Engineer.

The Contractor shall provide and install air condition units for the offices. The air-conditioning units shall be of the electrically operated compressor type with closed circuit and not of the evaporation type. The capacity of the air-conditioning unit shall be at least 2,2kW. The number of air-conditioning units shall be enough to cover the entire office area.

The Contractor shall construct four carports for the Engineers staff to protect the Engineers staff vehicles at all times against the direct rays of the sun. The carports shall be at least 20m² in area and the floor shall consist of a layer of broken stone to alleviate dusty and muddy conditions. The carport shall be at least 3m wide and shall have headroom of at least 2m. The roof of the carport shall be waterproof.

The Contractor shall be responsible for the provision and payment of cleaning services, internet (ADSL WiFi, electricity, water and sewerage.

The office and carport shall meet with the approval of the Engineer.

The Contractor shall provide 6 high quality safetlests for visitors approved by the Engineer.”

e) Mobile phone

Under paragraph (e) include the following after the first paragraph:

“The personnel shall be equipped with a mobile phones with the following minimum requirements:

- Operating System: Android
- Camera resolution: 5 Mega Pixel or Greater
- Screen Resolution: Greater or equal to 320 x 480 pixels
- GPS: Must have GPS facility, with Geo Tagging facly for images
- Data connection: 3G or greater
- Able to utilize the Employer’s ITIS Mobile application

In addition, the same requirement of a cell phone shall apply to the subcontractors involving subcontractor which costs shall be included in their subcontracts.”

Add sub clause (i) as follows:

(i) Routine Road Maintenance (RRM) Site Agent

It is a requirement on this project that the Contractors will employ a full time RRM Site Agent on site that have:

- Knowledge, and understanding of planning and preparation for a Routine Road Maintenance project
 - Managing compliance with documentation
- Manage and co-ordinate activities with the Routine Road Maintenance Project.

The RRM Site Agent shall identify needs, plans, organises, direct, controls, administers and coordinates the routine maintenance of roads (RRM), and manages the physical and human resources involved in the routine road maintenance process in both supervisory and contracting context. This work will be done on the part of the Contractor.

The RRM Site Agent will be required to perform duties and responsibilities detailed in the following paragraphs. If the RRM Site Agent is found to be incompetent at any time during the contract, the engineer shall instruct the contractor to remove and relace him with competent person.

(a) Responsibilities/Duties of the Routine Road Maintenance Site Agent

The RRM Site Agent shall be able to:

- Plan and prepare for RRM activities on site
- Manage compliance with RRM contract documentation
- Manage and co-ordinate RRM activities on site
- Manage sub-contractors

(b) Background knowledge of the Routine Road Maintenance Site Agent

Basic background knowledge of RRM activities and application of specifications and Employer requirements inter alia of the following shall be but not limited to:

- SG diagrams, drawings and specifications interpreted within the RRM context.
- Road reserve boundaries and limits of responsibilities.
- Assets, features and vegetation within the road reserve are identified and managed according to specifications.
- The condition of the assets in terms of degree and extent of defect are recorded in accordance with RRM documentation.
- A list of defects is compiled and prioritised as per the Employer requirements.
- Appropriate maintenance options are selected according to RRM project specifications.
- Measurement principles are applied for the quantification of the selected treatment of the various recorded defects, according to RRM project specifications.
- A programme is produces as per priority list.
- Schedule of quantities used as per the specifications
- General and Special Conditions governing the contract are interpreted and explained
- Standard specifications are read and interpreted using the accompanying drawings.
- Project specifications and schedule of quantities are read and interpreted using the accompanying drawings.
- The difference between the Standard and Project specifications is illustrated, to indicate the different functions of the two specifications.
- Sub-contract tender criteria are met and Sub-contract awarded and signed
- A project programme is developed, assessed and approved using the applicable software.

- A budget is compiled based on a list of actual defects.
- Required tests are identified on a simulated section of work as per RRM requirements.
- Test results are evaluated in terms of the RRM specifications.
- A check list is compiled for visual inspections to be carried out on a simulated or physical section of work.
- The required construction methods have been identified as applicable t1M requirements.
- Data captured in accordance with employers specifications (ITIS etc.).
- Payment certificate is produced in accordance with Employers specifications.
- The accuracy of data input is verified against hard copy documentation.
- The applicable site management system procedures are applied in accordance with RRM requirements.
 - The planning, placing of signs, barricading, maintenance and removal of road/lane closures are executed according to SARTSM Section 13 and Employer traffic accommodation drawings.

(c) Practical skills of the Routine Road Maintenance Site Agent

It is a requirement of this contract that the RRM Site Agent shall have practical knowledge of inter alia (but not limited to) the following:

- Read and interpret relevant contract documentation
- Manage RRM projects to meet time, budget and quality requirements
- Manage payments certificates
- Apply a site management system
- Manage statutory control of the road reserve
- Implement traffic accommodation measures during maintenance operations

Add sub clause (j) as follows:

(j) Management and Operation of Storage Facilities

SANRAL owns and operates a number of storage facilities across Gauteng. These facilities are used for the storage of SANRAL inventory to be used on the both construction and maintenance projects.

It is a requirement on this project that the Contractor will manage these storage facilities a part of their monthly obligations.

The Contractor will provide the following for the management and operation of the storage facility:

- Access Control
- Security for storage facility (24 hour)
- Storage Yard Manager

Access control must be arranged with the Storage Yard Manager and access will only be granted with his permission.

Security for the storage facility must be provided on a fulltime basis. The cost of security must be included as part of the general time related obligations and is not to be confused with M0223 Security Services which are provided on an ad-hoc basis as instructed by the Engineer.

The Storage Yard Manager shall keep an inventory of all materials stored at the facility and shall compile and submit monthly reports on the operation of the facility.

Storage Facilities include:

Ekurhuleni Freeways New Jersey Barriers:

- Olifantsfontein IC R21-1 South

- Gilloolys IC N3-12 North
- Atlas IC N12-19 East
- Putfontein IC N12-19 West
- Kingsway IC N12-19 West

M0304 MEASUREMENT AND PAYMENT

<u>Item</u>	<u>Unit</u>
M030.03 Time-related obligations	
(a) General Obligations	month

At the end of the second pay item paragraph add the following after the sixth bullet:

- Provision of all services related to the management and operation of the storage facility as set out in M0302 (j) above.

SECTION M0400: ROUTE PATROL SERVICE

M0402 GENERAL REQUIRMENTS

(a) Execution of work

Amend the third paragraph to read as follow:

On dual carriageway roads, both carriageways shall be travelled three times a day (8 hour cycles) along its full extent, and shall include the ramps and crossroads. On single carriageway roads, the route needs only be travelled once a day (24 hour cycles) along in one direction to fulfil the route patrol duties on both sides of the road.

Amend the fourth paragraph to read as follow:

During inspection of the road the route patrol shall notify the Engineer, the SANRAL Traffic Management Centre (TMC) and the relevant road traffic authority, police, emergency service or other appropriate agencies, of any particulaltivity, incident and accident deemed essential of being reported using the ITIS Mobile Incident module. The Contractor shall follow up on incidents with the relevant agency and update rld of all incidents as specified by the Incident Management System (IMS) in ITIS incident module.

(b) The general duties of the route patrol shall be as follows:

Add the following paragraphs to the relevant sub-clause(s) as indicated:

(iv) Signs and illegal signs

“The Route Patrol Service shall inspect the visibility of all road signs and kilometre markers to ensure that the specified grass heights and sight triangles are met according to M6103 and report to the Engineer.”

(vi) Accidents and traffic incidents

“With reference to the IMS the Route Patrol Service shall also be responsible for:

- gathering incident information from the SAPS and Traffic Authorities on a monthly basis;
- recording accident scenes and complete accident reports and submit information timeously as required by the Engineer;
- complying with all other IMS requirements as instructed by the Engineer.”

(c) Route Patrol

(i) Route patrol vehicle

Amend paragraph (i) to read as follow:

The route patrol vehicle shall be a LDV with a minimum load capacity of 1 ton. The vehicle shall be able to seat three people and the vehicle shall be fitted with a hazard light with a minimum intensity of 100W visible in all directions. The word ROUTE PATROL, 250 mm in height, shall be written in letters clearly legible during both daylight and night on both sides and the rear of the LDV. Patrol vehicles will be uniformly marked with reflective markings as indicated by the Engineer.

The route patrol vehicle shall be dedicated and shall not be used for any other purposes during the performance of the route patrol.

Add the following paragraph to paragraph (i)

All route patrol vehicles must be equipped with visual capturing devices as approved by the Engineer. These devices must be able to live stream video feed via the internet. All

video recordings must be GPS referenced. All video recordings must be recorded and stored on site at the Contractors site office. Backups must be made on a daily basis. The visual capturing equipment must be installed securely tamper proof and not be damaged when equipment or personnel effects is loaded in to the vehicle.

The Engineer must have access to both the live feed as well as recorded data. Recorded data must be kept for the full duration of the contract after which a copy of the backed-up data must be handed to the Engineer.

This data is mainly used for assessing and ruling on latent third-party claims.

(iii) Route patrol personnel

Amend paragraph (iii) to read as follow:

The route patrol personnel shall consist of a route patrol officer, who shall be a competent driver capable of providing a high standard of service according to the requirements, plus two labourers for assistance. One of these personnel members must be trained as a Level 1 First Aider with a valid First Aid certificate.

The personnel used to man the route patrol vehicle shall be well equipped and trained to undertake all the route patrol service duties as specified.

M0403 MEASUREMENT AND PAYMENT

<u>Item</u>	<u>Unit</u>
M040.01 Route Patrol	month

The unit of measure shall be the month for providing the route patrol services.

The tendered rates shall include full compensation for providing the route patrol service specified in clause M0402 General Requirements, including the vehicle, equipment and personnel required, and costs associated with the disposal of the foreign article. The tendered rates shall also provide for all reporting including use of ITIS mobile applications, notifications and follow up of relevant incidents, and keeping of records thereof.

SECTION M0500: ACCOMMODATION OF TRAFFIC

M0502 GENERAL REQUIREMENTS

Add the following paragraph as part of the General Requirements.

- (a) A truck mounted attenuator shall be used for all lane closures, with the exception of slow lane shoulder closures, and remain in the closed off area to provide protection for the maintenance team for the full duration of the closure.

- f) The various traffic control lities, which may be required are as follows:

Add the following paragraph:

- (v) Truck Mounted Attenuator (TMA)

The truck-mounted attenuator (Alpha 70K TMA or similar) must comply with NCHRP 350's test level 2. It must be able to decelerate and stop light and heavy weight vehicles (820 and 2000kg) when the rear of the cartridge is impacted head-on at 70km/h.

The TMA must be mounted on a truck with minimum capacity (> 5 ton) as specified by the TMA supplier.

The number of TMA to be used shall be 4 for the duration of the contract. Three (3) TMAs will be used for general maintenance activities and one (1) for mechanical sweeping activities.

- (h) Amend the second paragraph as follow:

In addition, all powered vehicles used on the contract shall be fitted with warning sign boards mounted across the back and front of the vehicle. These boards shall be displayed on the vehicle to be clearly visible, which shall be 250 mm high and display the word MAINTENANCE in bold black letters on a yellow reflective background material.

- (m) Amend the paragraph as follow:

The type of construction, spacing and placement of all traffic control devices shall also be co-ordinated with the SANRAL Traffic Management Centre (TMC) and / or the relevant road traffic authority.

M0504 MEASUREMENT AND PAYMENT

M0500 ACCOMODATION OF TRAFFIC

<u>Item</u>	<u>Unit</u>
M050.03 Supply and use of truck-mounted attenuators	Month

The unit of measurement will be the month for the durations of the contract. The tendered rate shall include full compensation for the procurement, installation to a specified truck and the use of 4 truck mounted attenuators for all traffic accommodation. The payment for signs and labour is done under M050.02 (b) or (c) and M050.04.

SECTION M1100: PAVEMENT LAYER REPAIRS**M1102 EXECUTION OF WORK**

Add the following sub-clause:

- (e) Routine inspection and tests

Add the following paragraphs:

“The Contractor shall keep accurate records of:

- (i) The position where every truckload of asphalt is paved (chainage, lane, time and date).
- (ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.
- (iii) The truck and load number from which control samples are taken. All samples taken shall be appropriately numbered.”

M1105 MATERIALS

Add the following paragraph € at the end of this section:

- (f) Homogeneous modified binders

“The modified binder to be used on this project shall be A-E1 or A-E2

The homogeneous modified binder shall be manufactured according to the guidelines contained in “Technical Guideline: the use of Modified Bituminous Binders in Road Construction (TG 1-2015): Asphalt Academy”. The base bitumen shall conform to SANS 4001-BT1:2012, or a blend of SANS 4001-BT1:2012 grades. The type as well as percentage of modifier is not prescribed, however the contractor shall indicate in the Pricing Schedule what polymer he shall be using. The properties of the homogenous modified binder shall comply with the relevant requirements for binder class A-E1 or A-E2 as listed in table M1105/7”

TABLE M1105/7: PROPERTIES OF POLYMER-MODIFIED BINDER FOR HOT-MIX ASPHALT

Property	Unit	Test Method		
Before ageing			A-E1	A-E2
Softening point ²	°C	MB-17	55-65	65-85
Elastic recovery @ 15°C	%	MB-4	>50	>60
Dynamic viscosity @ 165°C	Pa.s	MB-18	≤ 0,6	≤ 0,6
Storage stability @ 180°C	°C	MB-6	≤ 5	≤ 5
Flash point	°C	ASTM D92	≥ 230	≥ 230
After ageing (RTFOT)				
Mass change	%	MB-3	≤ 1,0	≤ 1,0
Softening point (min)	°C	MB-17	53	63
Elastic recovery @ 15°C	%	MB-4	> 40	> 50

- Certain base bitumens, when used in the production of modified binders, are prone to cause segregation of the modified binder. The Storage Stability test result should be interpreted as an indicator of the compatibility of the base bitumen and the modifier used. In cases where compliance limits are not met, proposals of site agitation procedures of the binder to prevent segregation shall be submitted to the client for consideration. In all cases, whenever there is any reason to believe that the composition of the base bitumen has change, the test shall be repeated to ensure compliance or to determine the need for measures to prevent segregation.*
- The prescribed test method is based on not using stirrers although it has been reported that the use of stirrers has shown no difference in test results. For referencing purposes no stirrers should be used.*

TABLE M1105/8: TEMPRATURE /TIME LIMITS FOR POLYMER MODIFIED BINDERS

Binder Class	Short Term Handling/ Transportation		Storage 1		Spraying/Asphalt Mixing/Application		
	Max Temp (°C)	Max Holding Time (hrs)	Max Temp (°C)	Max Holding Time ² (hrs)	Max Temp (°C)	Min Temp (°C)	Max Holding Time (hrs)
A-E1 (SBR)	180	24	160	240	190	175	8
A-E1 (SBS)	180	24	160	240	180	160	8
A-E2 ³	180	24	160	240	180	170	12

- When storing product for 48 – 240 hours, it is recommended that the tank has agitation circulation.*
- If the recommended maximum holding time has been exceeded, the binder should be resampled and tested to ensure compliance with the specification.*
- A-E2 temperature to be confirmed by practitioners and historical data.*

M1106 MEASUREMENT OF PAYMENT

Amend the pay items as follow:

Item

Unit

M110.02(g) Moving the milling machine on site for distances exceeding 5.0km

Number (No)

SECTION M2100: REPAIR AND MAINTENANCE OF INLET AND OUTLET STRUCTURES

M2104 MATERIALS

Amend paragraph (d) to read as follow:

(d) Manhole covers, grid inlets, inter alia

Manhole covers and frames, grid inlets and other accessories shall be supplied and/or manufactured in accordance with the details shown on the drawings or as instructed by the Engineer.

SECTION M2300: CLEANING OF WATERWAY STRUCTURES

Amend the standard specification as follow:

M2303 ACCEPTANCE CRITERIA

Cleaning of waterway structures (Performance Based)

The waterway structures shall be kept clean, not allowing more than 20% of vertical height to be filled with silt or debris at any position of the waterway structures or at the inlet and outlet areas of the waterway structures.

M2303 INSPECTION OF WATERWAY STRUCTURES FOR PAYMENT

Cleaning of waterway structures

Inspection for the cleaning will be based on the following:

- Inspection of the waterway structures will be done on a random basis at any time during the month.
- The positions of inspections will be chosen randomly by the Engineer.
- If one waterway structure does not comply with the acceptance criteria, that structure fails.
- There will be no inspection for 3 days after it has rained in the catchment area of the structure.
- The Contractor will be penalised by the number of failed structures multiplied by the penalty amount as specified in the Project Specifications for not complying with the specifications.

SECTION M2500: CLEANING OF CONCRETE DRAINS AND CHANNELS**M2501 SCOPE**

Add the following after the first paragraph:

The cleaning of median concrete grid channels next to New Jersey barriers are also covered under this Section and will be executed on instruction.

Mechanical vacuum road sweepers will be used on instruction, in the following areas:

- Both fast and slow shoulder lanes
- Where maintenance activities are restricted based on time and safety
- Spillage areas
- Where hand cleaning is impossible

Only the cleaning of median concrete grid channels next to New Jersey barriers and the use of mechanical vacuum road sweepers will be on instruction. All other cleaning of concrete drains and channels will be executed on a performance-based basis.

M2502 EXECUTION OF WORK

Add the following after the sixth paragraph:

Work completed by the mechanical vacuum road sweeper may be executed during the day or at night time. Refer to Table C3.1.9/2 for the restrictions on maintenance activities.

M2503 ACCEPTANCE OF CRITERIA

(b) Performance based criteria

Add "inlet and outlet areas" after "concrete drains" in the first paragraph.

Amend the standard specification as follows:

Add the following clause:

M2506 MECHANICAL VACUUM ROAD SWEEPER

The mechanical vacuum road sweeper shall be a self-propelled vehicle or truck mounted, that must be equipped with a centre broom, side brooms / brushes and a third brush mounted in front that can sweep left and right of the mechanical vacuum road sweeper. This will allow the sweeper to sweep against kerbs and concrete barriers on either side of the sweeper, with the flow of traffic.

The sweeper shall also be equipped with a water tank with a minimum capacity of 490 litres, spray bars to dampen the road surface (to control dust while sweeping) and a hand-held high pressure hose to loosen debris. Further the sweeper shall have a hand held caution hose at least 120mm diameter and a minimum length of 3.2 meters. The sweeper shall have a storage capacity in excess of 5m³.

All material swept from concrete drains and channels shall be spoilt at approved dump sites.

M2505 MEASUREMENT AND PAYMENT

Amend item number "M250.02" to read as follows:

<u>Item</u>	<u>Unit</u>
M250.02 Additional cleaning of concrete drainage channels	
(a) Hand Cleaning	metre (m)
Extra over item M250.02 (a) for work during night time	
(b) Night time percentage (%)	
Mechanical vacuum road sweeper	
(c) Sweeper	km
(d) Hand cleaning (emergency clean-ups) hour (h)	
(e) Mechanical vacuum road sweeper (emergency clean-ups)	hour (h)
Extra over item M250.02 (c), (d) and (e) for work during night time	
(f) Night time percentage (%)	

The tendered rate is per metre (M250.02 (a)) or kilometre (M250.02 (c)) and shall include full compensation for all labour and equipment required for removing the material from channels irrespective of the depth of silt and debris and for loading, off-loading and spreading when material removed as intended for filling at approved spoil sites.

The tendered rate is the kilometre (M250.02 (c)) swept by the mechanical vacuum road sweeper and shall include full compensation for all labour and equipment required for vacuum sweeping the material from lanes, channels etc. and for loading, off-loading and spoiling at approved spoil sites.

The unit of measurement shall be the hour (M250.02 (d) & (e)) of additional cleaning of emergency clean-ups as specified on instruction of the Engineer, by means of hand cleaning or machine sweeping operations.

The tendered rates (M250.02 (b) and (f)) is the extra over percentage for work completed at night time and shall include full compensation for all labour and equipment required for sweeping the material from channels and for loading, off loading and spoiling at approved spoil sites.

The tendered rates shall also include for transporting the excavated material to approved spoil sites in excess of the free haul distance.

The tendered rates shall include full compensation for all labour and equipment required for removing the material from the drainage channels irrespective of the depth of silt and debris, and for loading, off-loading and spreading when material removed is intended for spoiling at approved spoil sites. The tendered rates shall also include for transporting the excavated material to approved spoil sites in excess of the free-haul distance.

SECTION M3000: ROADSIDE MAINTENANCE**SECTION M3200: COLLECTION AND REMOVAL OF DEBRIS AND LITTER****M3201 SCOPE**

Add the following after the first paragraph:

Collection and removal of Debris and Litter will be executed on a performance based basis.

This section also includes the removal of illegal dumping from the road reserve the removal of illegal dumping from the road reserve will be done on an instruction basis.

M3202 EXECUTION OF WORK

Add the following subclause:

(f) Removal of illegal dumping

Illegal dumping will be removed on instruction of the Engineer. The Contractor shall provide and establish appropriate plant and labour at the illegal dumping site to load and transport off site all illegal dumped material.

Illegal dumping volumes smaller than 10m³ may be removed by hand and illegal dumping volumes greater than 10m³ will be removed by machine (i.e. loader and tipper trucks).

The dumped material shall be disposed at approved dumping sites.

Add the following Section:

M3205 INSPECTION OF DEBRIS AND LITTER FOR PAYMENT

Performance based criteria

Inspection for the removal of Debris and Litter will be based on the following:

- Inspection of the removal of Debris and Litter will be weekly or monthly.
- The different sections of the road shall be divided in 16 portions.
- 4 portions per section shall be inspected and the positions will be chosen randomly.
- If more than 2 positions per portion are identified that do not comply with the acceptance criteria that portion fails.
- There will be no inspection for 3 days after it has rained.

The Contractor will be paid for the number of portions that pass inspection divided by 4 multiplied by the tendered rate per section.

Failure by the Contractor to meet the acceptance criteria shall render the Contractor liable for the penalty specified in Table C3.1.9/3 in Part C3 of the Project Specifications.

Add the following Section

M3204 MEASUREMENT AND PAYMENT

Add to the paragraph

One additional cleaning of lay-byes, rest areas and intersections listed below must be included in pay item M320.02(a) per sequence for toll roads.

M320.02 General Cleaning of the road reserve

- (a)(i) R21-1 between Griffiths and Voortrekker Interchanges, including the interchanges
- (a)(iv) N12-19 between Gillooly's and Edenvale Interchanges at Kingsway Interchange km28 and Etwatwa II km 37.2, including the interchanges
- (a)(v) N17-2 between Gosforth and Rondebult Interchanges, including the interchanges

One additional cleaning of lay-byes, rest areas and intersections listed below must be included in pay item M320.02(b) per sequence for -non-toll roads.

M320.02 General Cleaning of the road reserve

- (b)(i) N3-11 Jacob Street Nigel IC weekly
- (b)(ii) N3-12 Barry Marais Interchange and Leondale Interchange weekly

Add the following pay item:

Item	Unit
M320.04 Removal of Illegal Dumping	
Removal of Illegal Dumping Material	
(a)	cubic metre (m³)
(b) Overhaul on material hauled in excess of 1,0km	cubic metre kilometre (m³.km)

The unit of measurement for item M320.04 (a) shall be the cubic metre of material removed from site and disposed of at approved dumping sites.

The tendered rate shall include full compensation for establishing loaders, tipper trucks and labour, to the illegal dumping site.

The tendered rate under item M320.04 (b) shall include full compensation for hauling the material in excess of the free-haul distance of 1,0 km.

SECTION M41000: ERECTION AND REPAIR OF PERMANENT ROAD TRAFFIC ROAD SIGNS

M4104 MATERIALS

Add subparagraph (d):

- (d) Road Signs and Retro-reflective sheeting material (Prism Grade)

All road signs and retro-reflective sheeting shall comply with the requirements of SANS 1519-1:2006 (Retro reflective sheeting material) and SANS 1519-2:2004 (Performance requirements for road signs).

- Overhead Signs will be Class IV on III.
- Ground Mounted Signs will be Class III on Class III.

SECTION M4400: GUARDRAIL ERECTION AND MAINTENANCE**M4401 SCOPE**

Add the following after the first paragraph:

This section includes the placement of concrete barriers, which includes the loading, offloading, levelling and placing, tying barriers together and transport of concrete barriers.

M4402 EXECUTION OF WORK

(a) Erection of new guardrails

Amend the second paragraph to read as follow:

The holes for timber posts shall be of sufficient size to permit the proper setting of the posts and to allow sufficient room for backfilling the hole and tamping the filling. At least 900 mm of a post shall be embedded in the ground.

M4405 MEASUREMENT AND PAYMENT

Amend the payment items as follow:

<u>Item</u>	<u>Unit</u>
M440.07 Providing of new material	
(a) Supply of new straight guardrail (3.81 m guardrail)	metre (m)
(i) Supply of new straight guardrail (4 m guardrail)	
(a) metre (m)	
(b) Supply of new curved guardrail (3.81 m guardrail)	metre (m)
(b) (i) Supply of new curved guardrail (4 m guardrail)	metre (m)
Spacer blocks (3.81 m guardrail)	num
(d) ber (No)	
(d) (i) Spacer blocks (4 m guardrail)	number (No)
(e) Steel posts	
(i) Z-post (3.81 m guardrail)	number (No)
(ii) Sigma post (4 m guardrail)	number (No)
(g) End units	
(ii) Terminal sections for single guardrail sections (3.81 guardrail)	number (No)
(ii)(a) Terminal sections for single guardrail sections (4 m guardrail)	number (No)
(iii) Terminal sections for double guardrail sections (3.81 guardrail)	number (No)
(iii)(a) Terminal sections for double guardrail sections (4 m guardrail)	number (No)

The unit of measurement for subitem M440.07 (a) shall be the effective metre of guardrail erected in position excluding end units.

The unit of measurement for subitem M440.07 (b) shall be the effective metre of curved guardrail erected [positio]xcluding end units.

The unit of measurement for sub-item M440.07 (c), (d), (e) and (f) shall be the number of additional items provided such as posts, spacer blocks and guardrail reflectors.

The unit of measurement for subitem M440.07 (g) shall be the number of end units of each type erected.

SERIES M6000: VEGETATION MAINTENANCE

SECTION M6100: CONTROL OF VEGETATION GROWTH: MOWING AND CUTTING

M6101 SCOPE

Add the following after the third paragraph:

For this project the control of vegetation growth (mowing and cutting) will be based on the performance based criteria for general mow. No initial mow is allowed for and is considered to be included as part of the performance based criteria. Both mechanical mowers and mowing by hand (manual labour) may be utilised on this project.

M6105 EQUIPMENT

Amend the first sentence to read as follow:

Mechanical mowers shall ~~only~~ be used during initial mowing and performance based mowing.

M6107 MEASURMENT AND PAYMENT

M6100 GENERAL AND SHOULDER MOW

Amend the payment item descriptions as follow:

<u>Item</u>		<u>Unit</u>
M610.04	General mowing – performance based	
(a)	(i) Reserve with dual carriageway (specify section and km distance including interchanges)	month
(b)	(i) Reserve with dual carriageway (specify section and km distance including interchanges)	month

The unit of measurement shall be the month of general mow and removal of grass cutting operation for section as specified and completed specification.

The tendered rate shall include full compensation for furnishing all equipment and labour for each mow and removal operation, and shall ~~only~~ be carried out by manual labour with brush cutters or mechanical mowers, and shall include all costs for the picking up and disposal of grass cuttings, all as specified in Clauses M6103 & M6104.

The tendered rate shall include full compensation for furnishing all equipment and labour for each mow and removal operation, including addition transport cost, regardless of whether the grass is cut by machine or hand, and shall include all costs for the picking up and disposal of grass cuttings, all as specified in Clause M6102.

SECTION M6400: MAINTENANCE AND ESTABLISHMENT OF PLANTS, TREES AND SHRUBS

M6404 MEASUREMENT OF PAYMENT

Add the following pay item:

Item	Unit
M640.02 Trimming of Shrubs and Hedges	No

The unit of measurement shall be the number of specified sections trimming of shrubs and hedges are carried out in.

<u>Item</u>	<u>Unit</u>
M640.06 Trimming of trees on instruction of the Engineer	No

The unit of measurement shall be the number of trees trimmed as instructed by the Engineer. Trees must be trimmed of all branches and overhanging branches to a clearance height of 1.8m.

The tendered rate shall include full compensation for trimming trees, removing cuttings from site, spoiling it at an approved dump site, and for all labour, as may be necessary for completing the work.

C3.3 ENVIRONMENTAL MANAGEMENT PLAN SCOPE

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

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

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

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

The EMP identifies the following:

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

C3.3.2 DEFINITIONS

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

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

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

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

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

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

Environmental Impact Assessment (EIA): a systematic process of identifying, assessing and reporting environmental impacts associated with an activity and includes Basic Assessment and Scoping and Environmental Impact Reporting.

Environmental Management Plan: An Environmental Management Plan (EMP) is an environmental management tool used to ensure that adverse impacts of the construction and operation and

decommissioning of a project are prevented and/or minimised, and that the positive benefits are enhanced.

It is intended that this standard EMP be the base document for the development of the draft of each site-specific EMP that is to accompany each application to the relevant competent authority.

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

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

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

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

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

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

C3.3.3 LEGAL REQUIREMENTS

C3.3.3.1 General

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

C3.3.3.2 Statutory and other applicable legislation

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

- g) Major environmental legislation amended from time to time, includes but is not limited to the following:
 - (i) Conservation of Agriculture Act (Act No. 43 of 1983)
 - h) This act provides for control over the utilisation of the natural agricultural resources of South Africa in order to promote the conservation of soil, resources and vegetation, as well as combating weeds and invader plants.
 - (ii) The Constitution (Act 6 of 1996)
 - i) The Constitution states that everyone has the right to an environment that is not harmful to their health or well-being, and to have the environment protected through reasonable

legislative and other measures to prevent pollution and ecological degradation; promote conservation sure ecologically sustainable development and use of natural resources.

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

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

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

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

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

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

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

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

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

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

- n) This act provides for the protection and conservation of ecologically viable areas representatSouth Africa's biological diversity, natural landscapes and seascapes.

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

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

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

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

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

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

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

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

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

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

C3.3.4 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

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

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

(a) SANRAL

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

(b) The Engineer

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

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

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

(c) The Contractor

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

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

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

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

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

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

instruction will be in writing clearly setting out the reasons why a replacement is required. A designated DEO will still be required to be based on site, unless an assistant DEO is appointed which will be on site fulltime and work under the mentorship of the DEO.

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

- v) In addition to the compliance duties relating to EMP the DEO shall also provide full cooperation whenever the Contractor is subjected to environmental audits. ere the contractor elects to have a part time DEO the following will apply;
 - (i) An assistant DEO will be appointed which will be based on site fulltime.
 - (ii) As a minimum the assistant DEO shall have at least 2 years' experience in a similar role in construction er environmental regulatory field and work under the mentorship of the DEO.
 - w) (iii) The DEO shall spend at least one full day per month on site for inspections. The date of the monthly inspection will be agreed with the Engineer to allow for inspections to take on such a time where the most critical works for the month will take place.
 - (iv) The DEO is to provide a monthly report to the Engineer.

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(e) Environmental Control Officer (ECO)

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

C3.3.5 TRAINING

(a) Qualifications

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

- y) The Contractor shall ensure that adequate environmental training takes place. All employees and subcontractor's employees shall have been given an induction presentation on environmental awareness. Where ible, the presentation needs to be conducted in the language of the employees.

(b) Content

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

- z) (i) The importance of conformance with all environmepolicies and the consequences of departure from standard operating procedures;
- aa) (ii) Environmental impacts, actual or potential, caused by work acts, prevention measures to avoid them and mitigation measures when they occur;
- bb) (iii) Work force roles and responsibilities in achieving conformance with the environmental policy and procedures, including emergency preparedness and response rements;
- cc) (iv) The environmental blfits of improved personnel performance and
- (v) Consequences of non- compliance.

(c) Induction

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

C3.3.6 ACTIVITIES/ASPECTS CAUSING IMPACTS

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

Table 1: Aspects and Impacts Associated with Road Construction

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

(a) General approach

- ee) The role of the DEO cannot be underestimated and once approved he/she or the assistant DEO shall be on the site at all times, and before the Contractor begins each construction activity, he/she shall give to the Engineer a written statement setting out the following:
 - ff) (i) The type of constructibility about to be started.
 - (ii) Locality where the activity will take place.
 - gg) (iii) Identification of the environmental aspects and impacts that might result from activity.
 - hh) (iv) The methodology of impact prevention for each activity aspect.
- (v) The methodology of impact containment for each activity or aspect.
 - ii) (vi) Identification of the emergency/disaster potential for each activity (if any) and the reaction procedures necessary to mitigate impact severity.
- (vii) Treatment and continued maintenance of impacted environment.

The Contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening and shall

demonstrate that he is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce method statements for each construction activity in compliance with the provisions of these project specifications.

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

- jj) 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 during the contract that the approved measures and procedures function properly.

(b) Spillages

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

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

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

(c) Water use and control

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

The Contractor shall also ensure that any stream deviation or diversions are undertaken in such a manner that the impact on the environment is minimised. Method statements shall be submitted to the Engineer for comment, detailing how deviation will be undertaken, what risks are foreseen and what measures will be employed to minimise such risks. Notwithstanding any comments by the Engineer, work on stream deviations or diversions shall be undertaken in accordance with GN 509 in GG 40229 of 26 August 2016 - General Authorisation in terms of Section 39 of the National Water Act, 1998 (Act No. 36 Of 1998) for Water Uses as defined in sections 21(c) and (i).

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

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

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

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

(d) Vegetation management

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

(e) Dust control

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

(f) Noise control

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

(g) Energy consumption

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

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

C3.3.7.1 Site establishment

The Contractor shall undertake "good housekeeping" practices during construction as stated in the COTO Standard Specifications for Roads and Bridges and the FIDIC conditions of contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a

safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

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

a) Site establishment

i) Site Plan

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

The plans shall detail the locality as well as the layout of the waste management facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course. No camp establishment, including satellite camps, can be placed within 64m of an identified watercourse unless the Contractor has applied to DWS and received authorisation to do so. Regardless of the chosen site, the Contractor's intended mitigation measures shall be indicated on the plan. The site plan shall have been submitted and approved before establishment commences. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the ECO and the Engineer for consultation during rehabilitation of the site in order that rehabilitation is, as a minimum, done to a standard similar to pre-construction activities.

ii) Vegetation

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

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

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

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

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

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

iii) **Water management**

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

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

iv) **Heating and cooking fuel**

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

b) Sewage management

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

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a specialist service provider. The type of sewage management will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Engineer. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system and shall be approved by the Engineer in consultation with the ECO.

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

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

c) Waste management

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

i) **Solid waste**

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

ii) **Litter**

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

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

iii) Hazardous waste

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

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

iv) Construction and demolition waste

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

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

d) Control at the workshop

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

i) Hazardous Material Storage

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

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

ii) Fuel and gas storage

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

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

iv) Oil and lubricant waste

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

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

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

e) Clearing the site

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

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

f) Soil management

i) Topsoil

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

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

ii) Subsoil

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

- tt) Whilst in stockpile it shall be maintained from erosion and weed infestation in the same way as for topsoil stockpile maintenance.

g) Earthworks and layerworks

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

i) Quarries and borrow pits

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

ii) Excavation, hauling and placement

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

iii) Spoil sites

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

The use of approved spoil sites for the disposal of any waste shall be prohibited.

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

iv) Stockpiles

The Contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the Engineer for his approval. The Contractor's proposed measures for prevention of environmental damage, containment and subsequent rehabilitation shall also be submitted.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the Contractor shall at all

times ensure that they are positioned and sloped to create the least visual impact, constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment and kept free from all alien/undesirable vegetation.

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

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

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

v) **Blasting activities**

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

h) On site plant

i) **Crusher, screening plants and concrete batching plants**

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relevant authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C3.3.7.1(g)(i) of this EMP, with the exception that the Contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the Contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant authority, as shall approval of closure. The Engineer will assist the Contractor in his applications to the relevant authority.

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

Effluent from concrete batch plants and crusher plants shall be reused where possible or treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the Engineer for approval.

ii) **Asphalt Plant**

Asphalt plants shall be subject to the applicable legislation that governs establishment and operation of batching plants. The Contractor shall be responsible to obtain the necessary permit from the relevant authority. *(Note to compiler: If this option forms part of the planned design implementation then consideration must be given to an extended Time for Completion in order to allow the contractor to acquire the necessary authorisations.)*

Operation of the plant shall conform to the same requirements as for a crushing plant or concrete batching plant under **C3.3.7.1 h) i)** above.

C3.3.8 AREAS OF SPECIFIC IMPORTANCE

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

a) Archaeological sites

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

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

C3.3.9 REHABILITATION

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

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

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

C3.3.10 RECORD KEEPING

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

taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the Engineer in the monthly report.

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

C3.3.11 COMPLIANCE AND PENALTIES

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

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

C3.4 WELLNESS PROGRAM

C3.4.1 SITE ARRANGEMENTS

The Contractor is required to facilitate a Wellness Program for site employees and their immediate family (spouse/partner and children). The Employer will appoint a service provider who will conduct the Awareness, Counselling and Testing (ACT) process at a suitable venue. For any immediate family situated away from the site, the wellness service provider will make arrangements for the ACT process to be conducted at nearby facilities, if available. The Contractor shall provide a structured plan of how the ACT process will be implemented.

The Contractor is to provide an independent lockable office for use by the Wellness Champion which includes within, office furniture including lockable storage facilities and the supply of paper and stationery, an available telephone line, fax facilities, a computer and printer with internet and email facilities.

The Wellness Process may not be used by the Contractor to fulfil his Occupational, Health and Safety obligations for his employees.

C3.4.2 WELLNESS CHAMPION

The Contractor is to provide a Wellness Champion who will be responsible for managing the wellness program on site. The appointment will be subject to approval by the Engineer.

The Wellness Champion has to meet certain minimum criteria as follows:

- (i) Grade 12;
- (ii) driver's license Code 8;
- (iii) intermediate level of computer literacy;
- (iv) excellent communication skills; and
- (v) excellent report writing using qualitative and quantitative performance indicators.

C3.4.3 WELLNESS CHAMPION DUTIES

The duties of the Wellness Champion will be as follows:

- (i) implement and manage a Wellness Programme on site;
- (ii) co-ordinate the logistics for the Awareness, Counselling and Testing (ACT) sessions on site.
- (iii) create an enabling environment in the workplace for workers with health issues;
- (iv) refer workers to local Clinics (Department of Health) to access effective treatment;
- (v) regular toolbox talks with workers;
- (vi) attend quarterly facilitation meetings on site and annual combined meeting;
- (vii) create and maintain a database of all workers and immediate families, local NGO's and clinics;
- (viii) reporting on site meetings, toolbox talks, weekly planning sheets and monthly reports to service provider.

C3.4.4 WELLNESS PROGRAM COSTS

There is separate provision for the costs of providing transport and communication for the Wellness Champion, ACT venue, transport for the site employees and their immediate family (situated with the site employees) to attend the ACT process, and wages of the workers whilst away from work attending the ACT process.

C3.5 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

Note:

The following is a Health and Safety Specification prepared by the Employer in terms of Construction Regulations 5(1)(b), in addition to the Site Specific Health and Safety Specification, prepared by the Construction Health and Safety Agent.

Wherever reference is made in this section of the Scope of Work 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*.

C3.5.1 SCOPE

This part of the specification has the objective to assist the contractor entering into contract with the Employer, to comply with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) (OH&S), as well as all applicable Regulations. Compliance with this document does not absolve the contractor from complying with minimum legal requirements and the contractor remains responsible for the health and safety of his employees and those of his Mandataries. The contractor shall, therefore, include this part of the specification to any contract that he may have with subcontractors and/or suppliers.

This section also covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the contractor shall comply with in order to reduce the risks associated with this contract, which may lead to incidents causing injury and/or ill health. In this matter the spirit and intention of Regulation 5(1)(l) of the Construction Regulations, 2014 regarding negotiations between the parties, related to the contents and approval of the Health and Safety Plan, must be complied with.

C3.5.2 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.5.2.1 Hazard Identification and Risk Assessment (Construction Regulation 9)

C3.5.2.1.1 Risk Assessments

Paragraph C3.5.4 contains a baseline of risk assessment that have been identified by the Employer as possibly applicable to this contract. It is, by no means, exhaustive and is offered as assistance to the contractor.

C3.5.2.1.2 Development of Risk Assessments

The 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 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. Where proof of competence is required by the Regulation, a valid training certificate, and where no training course is available a concise CV must be attached to the appointment letter.

The risk assessment shall include, as far as is reasonably practicable, at least:

- the identification of the risks and hazards to which persons may be exposed;
- 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 and applicable 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 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. This does not mean that all risk assessments must be attended before work commences, but that all risk assessments receive the necessary attention as the contract progresses, and this is the responsibility of the contractor.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

C3.5.2.1.3 Review of Risk Assessment

The contractor shall ensure that planned task observations are carried out on staff to ensure that risk assessments are relevant, current and contains all work steps, hazards and risks, and control measures. Planned task observations must be carried out by a person/s competent in the task as well as in risk assessment, e.g. site agent, supervisor and or safety officer.

The process of planned task observations will assist the contractor in reviewing the hazard identification, risk assessments and standard working procedures, which review must be carried out when an incident has occurred, when there are changes to the design and or construction process that change the risk profile or at least quarterly.

The contractor must ensure that staff are made aware of any changes in risk assessments by way of training.

C3.5.2.2 Legal Requirements

A contractor shall, as a minimum, comply with:

- The latest version of 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 in soft and hard copy.
- The Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), an up-to-date copy of which shall be available on site at all times in soft and hard copy.
- Where work mining work is being carried out e.g. borrow pits, the contractor shall comply with the Mines Health and Safety Act and Regulations (Act No 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.

C3.5.2.3 Structure and Responsibilities

C3.5.2.3.1 Overall Supervision and Responsibility for OH&S

It is a requirement that the contractor, when he appoints subcontractors in terms of Construction Regulations 7(1)(c), 7(1)(d), 7(1)(f), and 7(3) includes in his agreement with such subcontractors the following:

- OH&S Act (85 of 1993), Section 37(2) agreement: "Agreement with Mandatary"
- OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his/their respective appointment forms.

C3.5.2.3.2 Further (Specific) Supervision Responsibilities for OH&S

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a generic list of identified appointments and may be used to select the appropriate appointments for this contract. The contractor shall note that it is a generic list only and is intended for use as a guideline.

Appointment	Regulation
Construction Manager, Assistant Construction Manager, Construction Supervisor and Assistant Construction Supervisor	Construction Regulation 8(1), 8(2), 8(7) and 8(8)
Construction Vehicles and Mobile Plant/Machinery Supervisor	Construction Regulation 23
Demolition Supervisor	Construction Regulation 14
Drivers and Operators of Construction Vehicles or Plant	Construction Regulation 23
Electrical Installation and machinery on construction sites	Construction Regulation 24
Emergency/Security/Fire Coordinator	Construction Regulation 29
Excavation Supervisor	Construction Regulation 13
Explosive actuated fastening device	Construction Regulation 21
Fall Protection Plan Developer	Construction Regulation 10
First Aider	General Safety Regulation 3
Fire Equipment Inspector	Construction Regulation 29
Temporary Works Designer and Temporary Works Supervisor	Construction Regulation 12
Hazardous Chemical Substances Supervisor	HCS Regulations
Incident Investigator	General Admin Regulation 9(2)

Appointment	Regulation
Ladder Inspector	Driven Machinery Regulation 18
Lifting Machine Operator	Construction Regulation 22
Materials Hoist Inspector	Construction Regulation 19
OH&S Committee	OH&S Act Section 19
Construction OH&S Officer/Manager	Construction Regulation 8(5) & 8(6)
OH&S Representatives	OH&S Act Section 17
Person Responsible for Machinery	General Machinery Regulation 2
Scaffolding Supervisor	Construction Regulation 16
Stacking and Storage Supervisor	Construction Regulation 28
Structures Supervisor	Construction Regulation 11
Suspended Platform Supervisor	Construction Regulation 17
Bulk Mixing Plant Supervisor	Construction Regulation 20
Welding Supervisor	General Safety Regulation 9

It is a requirement that a full or part-time Construction health and safety officer is appointed as per Construction Regulation 8(5) and that the Construction health and safety officer complies with the requirements of Construction Regulation 8(6). Should the contractor elect to appoint a part-time Construction health and safety officer, a full time Candidate Construction health and safety officer must be appointed on site, who must be mentored by the part-time registered Construction health and safety officer.

In addition, the Employer requires that a competent Traffic Safety Officer be appointed. The above 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 and agreed with the appointees. Notice of appointments shall be submitted to the Employer. All changes shall also be communicated to the Employer.

The contractor shall, furthermore, provide the Employer with an organogram of all subcontractors that he has appointed or intends to appoint and keep this list updated and prominently displayed on site.

C3.5.2.3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)

Where the contractor employs more than 20 persons (including the employees of subcontractors he has to appoint one OH&S representatives for every 50 employees or part thereof. This is a minimum (legal) requirement. The contractor may at his own discretion appoint more OH&S Representatives according to site specific requirements. Notwithstanding legal requirements, at least 1 (one) OH&S Representative shall be appointed, irrespective of the number of employees employed. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees (Section 17 of the Act and General Administrative Regulations 6 and 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 contractor or his subcontractors, trained and able to move freely within their designated area of responsibility.

C3.5.2.3.4 Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)

The contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and monthly inspections of their respective areas of responsibility, focusing on unsafe acts and unsafe conditions and report thereon to the contractor. OH&S representatives shall participate in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.

C3.5.2.3.5 Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)

The contractor shall establish an OH&S committee, which shall meet at least once a month.

C3.5.2.4 Administrative Controls and the Occupational Health & Safety File

C3.5.2.4.1 The OH&S File (Construction Regulation 7(1)(b))

As required by Construction Regulation 7(1), the contractor and subcontractors shall each keep an OH&S file on site. The following list of documentation is neither exhaustive nor prescriptive but recommended as a guide for the contents of the OH&S file:

- Notification of construction work (Construction Regulation 4)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Proof of registration and good standing with COID Insurer (Construction Regulation 5(1)(j))
- OH&S plan agreed with the Employer including the underpinning risk assessment/s and method statements (Construction Regulation 7(1))
- Copies of OH&S committee and other relevant minutes
- Designs/drawings (Construction Regulation 7(1)(e))
- A list of subcontractors including copies of the agreements between the parties and the type of work being done by each subcontractor (Construction Regulation 7(1)(f))
- Appointment/designation forms as per paragraphs C3.5.2.3.2.
- Registers as follows:
 - Accident/Incident register (Annexure 1 of the General Administrative Regulations)
 - OH&S representatives' inspection register
 - Asbestos demolition and stripping register
 - Bulk mixing plant inspections
 - Construction vehicles and mobile plant inspections by controller
 - Daily inspection of vehicles, plant and other equipment by the operator/driver/user
 - Demolition inspection register
 - Designer's inspection of structures record
 - Electrical installations, -equipment and -appliances (including portable electrical tools)
 - Excavations inspection
 - Explosive actuated fastening device inspection, maintenance, issue and returns register (including cartridges and nails)
 - Fall protection inspection register
 - First aid box contents
 - Fire equipment inspection and maintenance
 - Hazardous chemical substances record
 - Ladder inspections
 - Lifting equipment register
 - Materials hoist inspection register
 - Machinery safety inspection register (including machine guards and lock-outs)
 - Scaffolding inspections
 - Stacking and storage inspection
 - Temporary works inspections
 - Inspection of structures
 - Inspection of suspended platforms
 - Inspection of tunnelling operations
 - Inspection of vessels under pressure
 - Welding equipment inspections
 - Inspection of work conducted on or near water
 - Welfare facilities as provided

C3.5.2.5 Notification of Construction Work (Construction Regulation 3)

The contractor shall, where the contract meets the requirements laid down in Construction Regulation 4 prior to commencement notify the Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to the Employer for record keeping purposes.

C3.5.2.6 Training and Competence

The training required by the Act and Regulations shall be included in the contractor's OH&S plan. The contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited training providers shall be used for the regulatory OH&S training. The contractor shall ensure that his and his subcontractors' personnel appointed are competent and that all training required for doing the work safely and without risk to health, has been completed before work commences. The contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes. This does not absolve any subcontractors from their responsibilities as employers. Records of all training must be kept on the OH&S file for auditing purposes and where appointments are made, a copy of the training certificate must be attached to the relevant appointment.

C3.5.2.7 Consultations, Communication and Liaison

OH&S liaison between the Employer, the contractor, the subcontractors, the designer and other concerned parties will be through the OH&S committee as contemplated in paragraph C3.5.2.3.5. 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 contractor shall be responsible for the dissemination of all relevant OH&S information to the subcontractors e.g. design changes agreed with the Employer and the designer, instructions by the Employer and/or his agent, exchange of information between subcontractors, and the reporting of hazardous/dangerous conditions/situations. The contractors' most senior manager on site shall be required to attend and sign off the minutes of all OH&S meetings.

C3.5.2.8 Checking, Reporting and Corrective Actions

C3.5.2.8.1 Monthly Audit by Employer (Construction Regulation 5(1)(p))

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 contractor has implemented and is maintaining the agreed and approved OH&S plan.

C3.5.2.8.2 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.

C3.5.2.8.3 Contractor's Audits and Inspections

The contractor must conduct his own regular internal audits to verify compliance with his own OH&S management system, as well as with this specification. Internal audits may be conducted by the appointed Construction Manager (CR 8.1) for the site, Contractor Health and Safety Manager / Officer who is registered with the SACPCMP or a OH&S Consultant registered with the SACPCMP in a Construction Health and Safety designation. The contractor shall furthermore ensure that each subcontractor's health and safety plan is being implemented by conducting periodic audits at intervals mutually agreed between the contractor and subcontractors, but at least once per month. Audits and inspection on sub-contractors shall be conducted by the appointed Candidate construction health and safety officer or Construction health and safety officer for the site, as listed in the scope of services of the OH&S Officer in the SACPCMP Act, Act 48 of 2000 Section 18(1)(c).

C3.5.2.8.4 Inspections by OH&S Representative's and other Appointees

OH&S representatives shall conduct monthly 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.

C3.5.2.8.5 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.

C3.5.2.9 Accidents and Incident Investigation (General Administrative Regulation 9)

The contractor and his subcontractors shall coordinate their investigation of all Section 24 accidents/incidents as well as where employees and non-employees were injured to the extent that he/she/they 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 listed in paragraph C3.5.2.4.1.

The affected contractor shall be responsible for the investigation of all minor as well as non-injury incidents as described in Section 24(1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

C3.5.2.10 Reporting

The contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

C3.5.2.11 Medical certificate of fitness (Construction Regulations 7(1)(g) and 7(8))

The Contractor as well as the subcontractor (where appointed) shall ensure that all their employees have a valid certificate of fitness, specific to the construction work to be performed and issued by an occupational health practitioner, in the form of Annexure 3 of the Construction Regulations, GNR 84 of 2014.

C3.5.3 OPERATIONAL CONTROL

C3.5.3.1 Operational Procedures

Each construction activity shall be assessed by the 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 contractor:

- to be conversant with all relevant Regulations;
- to comply with their provisions; and
- to include them in his OH&S plan where relevant.

C3.5.3.2 Emergency Procedures

Simultaneous with the identification of operational procedures (per paragraph C3.5.3.1 above), the contractor shall similarly 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.

C3.5.3.3 Personal and Other Protective Equipment (Sections 8/15/23 of the OH&S Act)

The contractor shall identify the hazards in the workplace and conduct a risk assessment with appropriate mitigation measures. The contractor must apply the hierarchy of controls (elimination, substitution, engineering controls, administrative controls, PPE) or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under 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.

Where it is not possible to create an absolutely safe and healthy workplace the 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 a hazardous environment.

It is a further requirement that the contractor maintains the said equipment, 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 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.

C3.5.3.4 Other Regulations

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 contractor shall be conversant with and shall comply with these regulations.

C3.5.3.5 Public Health and Safety (Section 9 of the OH&S Act)

The 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; and
- passers-by to the site.

C3.5.3.6 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. Aspects that should be included as a minimum are:

- 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;
- PPE.

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.

C3.5.4 PROJECT/SITE SPECIFIC BASELINE RISK ASSESSMENT

The following is a generic list of hazards and a Baseline Risk Assessment prepared by the Employer in terms of Construction Regulations 5(1)(a):

PROBABILITY LEGEND		CONSEQUENCE / INJURY / LOSS		RANKING					
A	Has happened	5	Fatality or permanent disability or > R 1,000,000		A	B	C	D	E
B	High Probability to happen	4	Major Injury or > R 500,000 < R 1,000,000	5	25	20	15	10	5
C	Could	3	Average Lost time	4	20	16	12	10	4

	Happen		Injury or > R 250,000 < R 500,000						
D	Not likely to happen	2	Minor Injury or < R 250,000	3	15	12	9	6	3
E	Very Unlikely to happen	1	Medical Treatment only or Less or No Financial loss	2	10	8	6	4	2
HIGH RISK = 15-25		MEDIUM RISK = 5-12		LOW RISK = 1-4		1	5	4	3
							2	1	

<u>Activity</u>	<u>Associated Hazards</u>	<u>Associated Risks</u>	<u>Risk Rating</u> High Medium Low
Site establishment	Extreme temperatures; Pesticides, herbicides, dust. Snakes, bees, spiders, vermin (rats & mice); Portable electrical equipment; Electrical hand tools; Lifting equipment; Aggrieved members of the public.	Heat exhaustion; Dehydration; Poisoning; Fatality / Serious health effect; Silicosis; Electrical shock; Personal Injuries; Falling objects; Strikes / riots	M
Security	Aggrieved members of the public; Uncontrolled people	Protest Riots Theft	M
Loading / Unloading of materials / plant & equipment from trucks	Lifting equipment; Inexperience operators; Inexperienced workers;	Material / plant falling from height; Operator losing control; Employees under / close to suspended loads.	M
Transportation of personnel / materials	Overloaded vehicles; Transportation of workers in vehicles not designed to transport people; Transporting vehicle defective / not roadworthy	Operator losing control of vehicle; Vehicle overturning; Vehicle accidents; Fatality; Serious injuries	H
Erection of temporary site offices	Extreme temperatures; Pesticides, herbicides, dust, cement; Snakes, bees, spiders, vermin (rats & mice); Portable electrical equipment; Electrical hand tools; Lifting equipment; Temporary works; Aggrieved members of the public.	Heat exhaustion; Poisoning; Fatality / Serious health effect; Silicosis; Electrical shock; Personal Injuries; Falling objects; Strikes / riots	M
Working with and handling of hazardous / flammable / toxic materials	Hazardous, flammable and toxic substances	Chemical burns; Fire; Serious injuries; Fatalities	M
Disposal of waste materials	Hazardous waste	Environmental pollution Re-use of containers can have serious health effect on people or fatal.	H

Traffic accommodation / calming	Public vehicles; Extreme temperatures Stop & Go	Employees run over by public vehicles – serious injuries /fatalities Heat exhaustion Public not adhering to stop & go signals / try to bypass stop & go – fatality / serious injuries / vehicle accidents.	H
Working in elevated positions - Working at heights, on slopes, next to excavations, on trucks.	Defective / Inadequate equipment; Improper use or non-use of fall protection equipment; Environmental conditions – rain / strong wind, lighting; Live electrical power lines; Suspension trauma.	Inadequate protection of employees against falls; Electrical Shock; Electrical arching; Slippery work surfaces; Fatality / serious injuries;	H
Stockpiling	Material falling from stockpile	Serious personal injuries; Material damage	M
Operations involving Noise	Noise	Noise induced hearing loss	M
Operations involving Vibration	Vibration	Damage to joints, muscles, circulation and sensory nerves.	M
Working above / near water environments	Working at heights Water environment	Drowning	M
Working near existing services – overhead/underground power cables; telecommunication cables	Electricity	Electrical Shock; Electrical arching; Fire; Burns Fatality Serious injury	H
Working with portable electrical equipment – grinders, circular saws, generators	Electricity Electrical tools Portable electrical equipment	Electrical shock Cuts Personal injuries	M
Driving and operation of construction vehicles and mobile plant	Distracted drivers; Recklessness; Impaired driving; Poor visibility; Poor road conditions; Unsecured loads; Uncontrolled vehicle entry; Equipment failure; Public vehicles; Uneven ground surfaces	Fatalities; Serious injuries; Crashes; Vehicles, plant and equipment damage; Workers not seen by operators; Workers working too close to mobile plant and vehicles; Construction vehicles & mobile plant not road worthy / defective; Roll over of construction vehicles / plant.	H
Excavation work	Unstable ground Underground electrical cables; Underground pipelines; Excavation equipment, construction vehicles & plant.	Cave-ins; People falling into excavation; Workers buried in excavation due to cave-ins; Construction vehicles / plant falling into excavation; Fatalities; Serious injuries	H

Use of explosives	Explosives; Flying debris	Fatality; Serious Injuries	M
Gabion work	Manual handling Slopes Slippery Rocks	Personal injuries Trips, Slips & Falls	M
Work adjacent or in proximity of railway lines	Trains	Working too close to railway track can cause train draft to suck workers under trains. People falling onto or in front of trains while working above railway track.	H
Work adjacent or near traffic	Public vehicles	Workers not attentive to approaching vehicles. Drivers not slowing down to indicated speed limit. Drivers losing control of their vehicles.	H
Temporary works – Form work & support work	Temporary works	Falls from height; Collapse of temporary work overloading	H
Demolition work	Demolition equipment Flying debris Explosives;	Fatality; Serious Injuries; Damage to equipment; Damage to public assets	H
Work adjacent to public property	Construction plant and equipment; Excavation activities; Demolition activities;	Injury to public persons; Damage to public property and assets;	H
Protection of public H&S	Unprotected temporary works; Stockpiles; Incomplete structures.	Public persons accessing construction area, stockpiles and incomplete structures. Fatality / Serious injury to public persons	H
Welfare facilities – drinking water; eating facilities; sanitary facilities	Water not suitable for human consumption; Shortage of water; Hazardous substances; Environmental impact.	Serious health effects; Dehydration Environmental pollution	M
Working in the environment	Bees Snakes Spiders Lighting Strong winds Heavy rain Hot/cold conditions	Poisoning; Fatality / Serious health effect; Electrical shock / burns; Personal Injuries; Slips; Drowning; Heat exhaustion; Dehydration;	M
General work	Hazardous biological agents	Serious health effects; Fatality; Pandemic; Epidemic	H

C3.6 LOCAL PRODUCTION AND CONTENT

C3.6.1 SCOPE

The Department of Trade and Industry in consultation with National Treasury has designated the construction sector and determined the stipulated minimum threshold for steel products and component for construction for the state procurement for local production and content.

This sections provides the requirements for local production and content for the contract.

C3.6.2 PRODUCT DESIGNATION

The products and components for local content and production for construction are as follows:

C3.6.2.1 Steel

Only locally produced or locally manufactured steel products and components for construction with a minimum threshold for local content and production as stipulated below will be considered.

Table 1a: Minimum local content for Steel Value-added Products

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, hand railing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs and brackets	100%
Frames	Doors and windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding and colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products, all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

Table 1b: Minimum local content for Primary Steel Products

Steel Construction Materials	Local Content Threshold
Plates (>4,5mm thick and supplied in flat pieces)	100%
Sheets (<4,5mm thick and supplied in coils)	100%
Galvanised and Colour Coated coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels, Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%

In the designation, imported inputs raw materials (i.e. zinc and additives in the surface preparation and protection process (cleaning and coating/galvanising)) used in the production of steel products and components for the construction are deemed as locally manufactured input materials.

The imported input raw material, as specified above, used in the manufacture and production of steel products and components for construction will be deemed to have been sourced locally for the purposes of calculating local content.

C3.6.2.2 Electrical and telecommunication cables

Only locally produced or locally manufactured electrical and telecommunication cables for construction with a minimum threshold for local content and production as stipulated below will be considered.

Electrical Cables: cables used for power transmission	
Cable Products	Stipulated minimum threshold
Low Voltage	90%
Low Cost Reticulation	90%
Medium & High Voltage	90%
ACR	90%

Telecom Cables: cables used for telecommunications	
Cable Products	Stipulated minimum threshold
Optical Fibre Cables	90%
Copper Telecom Cables	90%

Excluded in the designation are mainly primary steel, copper, aluminum, polyvinyl chloride (PVC), cross-linked polyethylene (XLPE), aramid yarn, and optical fibre used for fabrication of cable products. This is to encourage local manufactures to seek the best global competitive prices for primary materials hence the competitive imported materials used in the manufacture of cables will be deemed to have been sourced locally for the purposes of calculating local content.

C3.6.2.3 Yellow metal equipment

Only locally produced or locally manufactured Yellow metal equipment for construction with a minimum threshold (based on the cost of the locally produced portion of the equipment relative to the cost of the equipment) for local content and production as stipulated below will be considered.

Tenderers can apply to DTI for exemption from the particular requirement. Exemption must be from DTI in writing and submitted at tender close in order to be considered.

Yellow Metal Equipment

Equipment type	Stipulated minimum threshold
Articulated dump truck (ADT)	60%
Tractor loader backhoe (TLB)	60%
Front end loader (FEL)	60%

C3.6.3 COMPLIANCE

Contractors may not subcontract any work in such a manner that the local production and content of the designated products does not meet the specified thresholds.

The completed Form A3.5 (SBD6.2): Declaration Certificate for Local Production and Content for Designated Sectors and Form A3.6: Local Content Declaration: Summary Schedule (Annexure C), submitted by the Contractor are included as part of the contract in Part C5 Annexure.

The Department of Trade and Industry will undertake compliance audits with a view to monitor the implementation of the industrial development strategies.

C3.6.4 MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of compliance with the provisions of this clause C3.6. All costs incurred in this regard shall be considered to be included in the rates tendered for the various items of work listed in the Bill of Quantities.

C3.7 PROCESS WHEN REQUESTING EXEMPTION LETTER FROM DTI

For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption per tender. After checking with the industry, the DTI will decide whether to grant an exemption or not.

In the official request (signed letter), the following information should be included:

- Procuring entity/government department/state owned company.
- Tender/bid number.
- Closing date,
- Item(s) for which exemption is being requested for.
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met,
- Reason(s) for the request.
- Supporting letters from local manufacturers and suppliers.

NB – Exemption letters are tender specific and applications are not transferrable.

The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

Request for exemption letters are to be directed to:

Dr Tebogo Makube

Chief Director: Industrial Procurement

Tel: 012 394 3927

E-mail: tmakube@thedti.gov.za

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

Patricia Khumalo

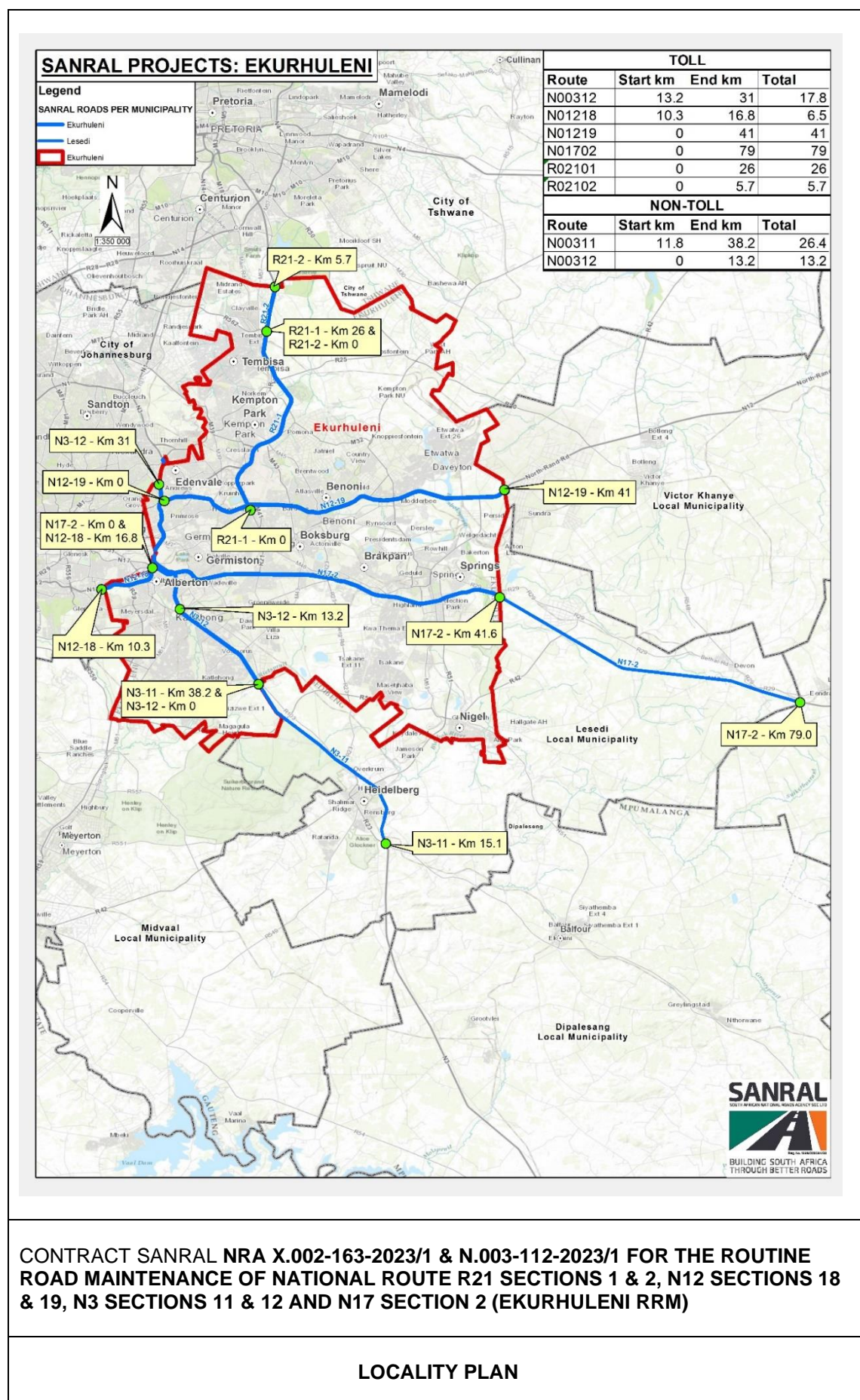
Tel: 012 394 1390

E-mail: khumaloP@thedti.gov.za

PART C4: SITE INFORMATION

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C4.1 LOCALITY PLAN



C4.2 GENERAL ROUTINE ROAD MAINTENANCE INFORMATION

See Routine Road Maintenance Condition Report Information on CD

1. General

This includes all activities FOR THE ROUTINE ROAD MAINTENANCE OF ANTIONAL ROUTE R21 SECTIONS 1 & 2, N12 SECTIONS 18 & 19, N3 SECTION 11 & 12 AND N17 SECTION 2 (EKURHULENI RRM)

The table below provides a summary of road sections included in this contract.

NRA X.002-163-2023/1 (TOLL)				
ROUTE	SECTION	FROM km	TO km	LENGTH kms
R21	1	0.00	26.00	26.00
R21	2	0.00	5.70	5.70
N12	18	10.30	17.20	6.50
N12	19	0.00	41.00	41.00
N3	12	13.20	31.00	17.80
N17	2	0.00	41.60	41.60
N17	2	41.60	79.00	37.40
				176.00
NRA N.003-112-2023/1 (NON-TOLL)				
ROUTE	SECTION	FROM km	TO km	LENGTH kms
N3	11	11.80	38.20	26.40
N3	12	0.0	13.20	13.20
				39.60
			TOTAL:	215.60

This includes all on-ramps and off-ramps forming part of an interchange, as well as overpasses and underpasses within the national road reserve up to the limits of the SANRAL's responsibility. Excluded are provincial, municipal and private cross roads, which are not accessible from the road reserve of the national road, but the overpass and underpass structures are part of the site.

2. Statutory

SANRAL's statutory requirements are clearly defined and must be strictly enforced. The Route Patrol Officer must therefore be well acquainted with all the statutory requirements in order to be able to report any transgressions to the Route Manager.

It is a requirement that the Site Agent and the Route Manager drive the route together at least once a week.

New accesses, signs and informal trading (usually illegal) should be reported as soon as they appear.

3. Site Supervision

The supervision on site will be managed on a full time basis by an experienced Route Manager.

The Engineer will be based in Pretoria and it is required that the monthly payment certificates reach the Engineers office by no later than the 25th day of each month. This will be the Main Contractors responsibility and cost to ensure that this is carried out.

4. Traffic

The routes included under this contract include some of the most heavily trafficked roads in the country. It is therefore a requirement that maintenance activities will be executed during daytime and night time and preference should be given to the road user at all times.

5. Road Surface

The road surface as a whole is generally fair and recent rehabilitation contracts have taken place. Maintenance of the road surface will be required over the contract period.

6. Road Signs and Road Furniture

Road sign condition varies. Road signs are regularly damaged in accidents.

See Routine Road Maintenance Condition Report Information on CD.

7. Drainage

Drainage along the routes varies from a good to fair condition. Concrete channels and kerbing are general in a good condition but localised repairs are required.

8. Vegetation

Invasive species (Pom Pom etc.) occur in localized areas and are controlled annually.

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

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D1001 SCOPE

This section describes the structured engagement with project Stakeholders and affected Communities. It also guides the selection and the enhanced utilisation and development of Targeted Labour and Targeted Enterprises.

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

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

These principles are applied to facilitate better project level liaison with local communities and structures. They also serve to ensure communication and transparency in the execution of works and to ensure inclusivity in the allocation of projects to benefit black business and local communities.

D1002 DEFINITIONS AND APPLICABLE LEGISLATION**a) Definitions**

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

- (i) Business Coaching

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

(ii) Community¹

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.

(iii) 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.

(iv) Contract Participation Goal (CPG)

The monetary value of the targets set by the Employer in the Contract Participation process and stated in the Contract Data.

(v) Contract Participation Performance (CPP)

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

(vi) Designated Group^{2, 3}

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

- a. black designated groups;
- b. black people;
- c. women;
- d. people with disabilities; or
- e. small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

(vii) Guidance

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

¹ SANS 10845, Suite for Construction Procurement, 2015.

⁴ Derived from CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017.

(viii) Labour

Persons:

- a. who are employed by the Contractor or a Subcontractor in the performance of the Contract; and
- b. who resides in the Project Area; and
- c. whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's or Subcontractor's employment policies;
- d. but who are not Targeted Labour.

Note:

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

(ix) Mentoring

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

(x) Mobilisation Period

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

(xi) 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, the Contractor, in liaison with the PLC, could also identify and agree Project Areas where preference would be given to Targeted Enterprises from these areas for sub-contracting.

(xii) Project Liaison Committee (PLC)⁴

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

Note:

- a. Elected and/or nominated political office bearers shall not be members of the PLC.
- b. The Employer, Engineer and Contractor participates in this Committee at the relevant project stages and as far as it is within the scope of their respective roles and responsibilities.

⁴ Derived from CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017.

(xiii) Project Liaison Officer (PLO)⁵

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

(xiv) Stakeholders⁶

Any Stakeholder listed in the Employer's Communication Policy, March 2018, who is affected by the Employer's operations in the Project Area(s) and/or who has an interest or concern in the project, either as a decision maker, participant or affected party and may include, amongst others, the following entities:

- a. Relevant Provincial departments;
- b. Relevant Municipal departments;
- c. Traditional authorities;
- d. Community interest groups;
- e. Organised youth representation;
- f. Organised women representation;
- g. Organised disabled people representation;
- h. Other structured community groups such as religion, education, farming, etc.
- i. Local transport industry forums, e.g. Bus and taxi;
- j. Business sector forums;
- k. Road user forums;
- l. Environmental interest groups;
- m. Road safety interest groups;
- n. Any other recognised relevant and representative structure.

(xv) Subcontractor

An entity appointed by the Contractor to execute a portion of the Works as defined in the Conditions of Contract.

(xvi) Target Area

The geographic area defined in the Contract Data for Targeted Labour and which typically are:

- a. one or more Provinces;
- b. one or more Metropolitan or District Municipalities;
- c. one or more Local Municipalities;
- d. one or more Wards that are predominantly located within an area and within a predefined radius of the construction activity;
- e. one or more of the areas listed in the definition of Designated Groups.

(xvii) Targeted Enterprise⁷

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

- a. an EME or QSE which is at least 51% owned by black people;

⁵ Derived from CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017; CLO definition.

⁶ Derived from SANRAL communication Policy, March 2018.

⁷ Partially derived from SANS 10845-5:2015, definition 2.

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

In addition, Targeted Enterprises must be:

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

(xviii) Targeted Enterprise Construction Manager/ Target Group Development Coordinator (TGDC)

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

(xix) Targeted Enterprise Procurement Coordinator (TE Procurement Coordinator)

The person employed, or entity appointed, by the Contractor to facilitate the procurement of Targeted Enterprises.

(xx) Target Group

It is a group of business entities and/or groups selected from the Designated Group as defined in the Preferential Procurement Policy Framework Act Regulations, 2017 and is thus a combination of Targeted Enterprises and Targeted Labour.

(xxi) Targeted Labour⁸

Persons:

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

⁸ SANS 10845-7:2015, definition 2.12

- d. who are defined as Targeted Labour in the Contract Data.

(xxii) Training

Training refers to the process of teaching a Trainee, usually in a classroom or simulated work environment situation where principles, skills, knowledge and theory are taught and demonstrations are given. Assignments are then 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 participant.

b) Applicable Legislation and Standards

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

- i. The Constitution of South Africa;
- ii. Public Finance Management Act, 1999 (Act No. 1 of 1999);
- iii. Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its regulations;
- iv. Construction Industry Development Board Act, 2000 (Act No. 38 of 2000);
- v. Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- vi. The South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7 of 1998); and
- vii. The Skills Development Act, 1998 (Act No. 97 of 1998).
- viii. The amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry.

The following Standards and Practice Notes, as amended from time to time, are applicable in terms of Targeted Labour and Targeted Enterprises and are used fully or portions thereof:

- i. SANS 10845: 2015, Parts 5, 7 and 8; and
- ii. CIDB Standard for Contract Participation Goals for Targeted Enterprises and Labour through Construction Works Contracts, 31 October 2017.

D1003 TARGET GROUP PARTICIPATION

a) Objective

Amongst others, the key objectives of Government are to extend economic opportunities and build entrepreneurial capacity in rural or underdeveloped areas or townships by:

- i. optimising the utilisation of local resources in the Project Area;
- ii. developing these local resources in the execution of the project; and
- iii. maximising the amount of funds retained within the Project Area.

To give effect to these objectives the Contractor shall:

- a. recruit Targeted Labour from the Target Area(s) as stated in the Contract Data; and
- b. subcontract Targeted Enterprises as stated in the Contract Data and give preference to those Targeted Enterprises which are from rural or underdeveloped areas and/or within the Project Area, of which the extent of these areas are based on market research and/or skills and resources audits.

b) Targeted Labour Database

A Targeted Labour Database shall be compiled by the Project Liaison Officer (PLO), with inputs from the Employer, Engineer, Contractor, the Project Liaison Committee (PLC) and the Department of Labour, for the Target Area(s). Once accepted by the parties, the PLO shall utilise this Database to facilitate the selection of Targeted Labour from the Database as per the skills required by the Contractor.

The Targeted Labour Database shall be updated as and when required and as agreed with the parties 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).

c) Targeted Enterprise Database

Following market research and/or a resources and skills audit of Targeted Enterprises in the Project Area, the Contractor shall apply the CPG criteria in the Contract Data to compile a **preliminary** Targeted Enterprise Database.

To inform the market research and/or resources and skills audit, the Contractor shall use, as a minimum, the National Treasury's CSD (to be obtained from the Employer) and the CIDB contractor database. Other databases, e.g. the Local Municipality's Economic Development database, may also be considered to determine the available resources and skills in the Project Area. The purposes of the preliminary Targeted Enterprise Database are:

- i. for the Contractor to determine if the required resources and skills to execute the identified Targeted Enterprise work packages are available in the anticipated Project Area(s);
- ii. 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 Employer, Engineer and the Contractor, and
- iii. for the PLC to alert Targeted Enterprises that are not on the preliminary Database, but that are known to the PLC to be possibly eligible or qualifying, of the opportunity.

Based on the above considerations, additional criteria for the Targeted Enterprise Database may be agreed by the Contractor with the Employer, Engineer and the PLC to ensure that the EME and QSE enterprises are targeted as intended by the Employer.

Once the Targeted Enterprise Database has been accepted by the Employer, Engineer and the PLC, the Contractor shall invite Targeted Enterprises to tender for the Targeted Enterprise work packages and preference shall be given to those Targeted Enterprises that adheres to the Database criteria.

Note:

- a. The Targeted Enterprise Database shall be a "live database". Essentially, it is thus not the Database that is accepted by the Employer, Engineer and the PLC, but rather the **criteria** for compiling the Database.
- b. Any Targeted Enterprise may respond to the invitation to tender, but preference shall be given to those Targeted Enterprises that adheres to the Database criteria, which shall be measured in terms of eligibility and by means of a functionality evaluation.

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

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

d) Contract Participation Goal (CPG)

The CPG is the monetary value of the targets set by the Employer and will be calculated as follows:

$$\text{CPG} = \text{Final Contract Value} \times \% \text{ Targeted Enterprise}$$

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 any Contract Price Adjustment and adjustments for reduced payments, Rise and Fall, Retention Money, Penalties and VAT.

The value of the Prime Cost Sums scheduled under item M920.02 will not necessarily make up the full value of the works 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.

The completed ITIS report printout of the module for job creation shall accompany the Contractor's monthly claim presented to the Engineer for payment of certified completed work. Failure to adhere to this requirement shall result in the delay of any payment due until the Engineer confirms that the forms have been received.

e) Contract Participation Performance (CPP)

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

$$\text{CPP} = \text{total value (excluding VAT) of total value of Targeted Enterprises contribution (excluding VAT)} .$$

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 Enterprises as captured monthly in ITIS project module and ITIS report printout. 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:

$$\text{The bonus} = 0.10 \times (\text{CPP} - \text{CPG})$$

Any bonus due (or portion thereof) shall be calculated on the Final Contract Value. No bonus shall apply if Targeted Enterprises and/or any individual sub-targets for Target Groups are not reached. The bonus shall be capped at R500 000.

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. Penalties for Targeted Enterprises shall be calculated as follows:

$$\text{Penalty Targeted Enterprises} = 0.15 \times (\text{Sum } (TE_n - TGE_n) - 1.2 \times TE_{mv} - 1.2 \times TE_{dp})$$

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 cumulative monetary value (excluding VAT) by Targeted Enterprise suppliers of goods and/or services.
$TE_{mv} =$	Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Military Veterans, subcontracted to the Contract by the Contractor.
$TE_{dp} =$	Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Disabled Persons, subcontracted to the Contract by the Contractor.
$(TE_n - TGE_n) =$	The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

$$\text{Total Penalty} = \text{Penalty Targeted Enterprises}$$

The total Penalty value shall be the 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.

f) 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.

g) 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.

From the commencement date of the Works contract, the Contractor shall have a maximum of six (6) months to appoint subcontractors in terms of the specifications. During this period, all work required and undertaken by the Contractor shall count

towards the Contractor's own CPG portion irrespective of any delays the Contractor may encounter in appointing subcontractors.

Delays in the appointment of subcontractors outside of the allowable six (6) months will be penalised at the rate stipulated in Subclause 8.7 of the Contract Data unless the Contractor can prove that the delay is not of his own doing.

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

a) Purpose

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.

b) Contractor's Responsibility

- (i) 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.
- (ii) The Contractor shall delegate from among its site personnel a responsible person to serve on, and participate in, the PLC and its business.
- (iii) The Contractor shall provide the PLC with any assistance and information that it requires to execute its duties, e.g. training, meeting venue on site, Target Group reports, etc.
- (iv) In terms of the Conditions of Contract, all Targeted Labour recruitment and employment, and Targeted Enterprises' selection and appointment, as well as its associated risks, shall remain the sole responsibility of the Contractor.
- (v) 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.

Note:

In terms of the Conditions of Contract 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.

c) Project Liaison Committee (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 consist of representatives of project Stakeholders and affected Communities, as well as the PMT and their representatives.

PLC meetings shall be chaired by the Employer's representative while the Engineer's representative shall provide a secretarial service to take minutes of these meetings.

Secretarial support other than taking minutes at PLC meetings shall be provided by the PLO.

d) Duties of the PLC

The PLC is the official communication channel through which the PMT communicates with project Stakeholders and affected Communities on project matters, as well as to communicate the impact that the project has or might have on project Stakeholders and the affected Communities.

The PLC is also the official communication channel through which project Stakeholders and the affected Communities communicates with the PMT on the impact that the project has on them, or is anticipated to have on them, or on any other project matters.

The Standard Terms of Reference (TOR) for PLCs requires of the PLC to execute specific duties during each stage of the project, i.e. from project initiation to project completion. Some of these duties overlap project stages and hence, a full description is provided here.

The PLC shall execute the following duties:

Project Initiation and Design Stages

- a. Meet as often as required with the Employer and the Engineer to discuss and resolve the project's initiation and design stage matters, which are of interest or concern to project Stakeholders, the affected Communities, the Employer and the Engineer.
- b. Peruse the SANRAL Project Liaison Committee Guidelines and make recommendations on the duties of, and procedures to be followed by, the PLC to fulfil its duties.
Note: The principles of the Guidelines shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PLC.
- c. Act in accordance to the agreed terms of reference for the PLC.
- d. Inform the Employer of any training that members of the PLC require to execute its duties.
- e. Assist the Employer and Engineer to source suitable candidates, based on the Employer's qualifying criteria, for the position of PLO.
- f. Observe and verify that the qualifying criteria and procedures applied by the Employer and Engineer to select and employ the PLO were executed in a fair and transparent manner, and were within the prescripts of the relevant legislation and regulations.
- g. Make recommendations to the Employer and the Engineer in identifying the project's Target and Project Area(s), from which Targeted Labour and Targeted Enterprises could be employed and subcontracted respectively and acknowledge the identified Target and Project Area(s).
- h. Make recommendations to the Employer and the Engineer in identifying the project's Target Groups for inclusion in the Tender Documents and acknowledge the identified Target Groups.

Project Construction Stage

- a. Meet formally prior to the monthly site meeting, or as may be required, to discuss and resolve project matters, which are of interest or concern to project Stakeholders, the affected Communities, the Employer, the Engineer and the Contractor.

- b. Give input to the Contractor in establishing the eligibility and preference criteria to employ Targeted Labour and subcontract Targeted Enterprises and sign off the agreed criteria.
- c. Peruse and acknowledge the Databases compiled by the PLO and the Contractor from which Targeted Labour will be employed and Targeted Enterprises will be subcontracted respectively.
- d. Verify that the criteria and methodologies applied by the Contractor to employ Targeted Labour and subcontract Targeted Enterprises are executed in a fair and transparent manner, and within the Employer's and Government's Supply Chain Management Policies.
- e. 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.
- f. 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.
- g. Observe and verify that training programmes and support programmes, which the Contractor committed to, are implemented and executed as intended.
- h. Inform the entities whom they represent of any project matters which the Employer, Engineer and Contractor wishes to communicate with project Stakeholders and the affected Communities.
- i. Inform the entities whom they represent of any project matters that are impacting or may impact, either positively or negatively, on project Stakeholders and the affected Communities.
- j. Inform the Contractor of Stakeholder and/or Community requests and/or needs, which could possibly be addressed within the project's Scope of Work.
- k. 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.
- l. Inform the Employer, Engineer and Contractor of any project matters that are impacting, or are anticipated to impact, negatively on project Stakeholders and the affected Communities.
- m. Agree with the Employer, Engineer and Contractor on a dispute resolution mechanism to resolve any disputes that may arise between the Employer, Engineer, Contractor, PLC, project Stakeholders and/or affected Communities.
- n. Assist the Employer, Engineer and Contractor to liaise with project Stakeholders and the affected Communities to resolve any disputes between the Employer, Engineer and/or Contractor and project Stakeholders and the affected Communities, which occurred due to the project.

e) Duties of the PLO

The PLO shall facilitate the employment of Targeted Labour and shall coordinate communication between the PMT and the PLC to address the day to day project, Stakeholder, and Community matters that impact on the parties to the project.

The Standard TOR for PLOs requires of the PLO to execute specific duties during each stage of the project, i.e. from project initiation to project completion. Some of these duties overlap project stages and hence, a full description is provided here.

The PLO shall execute the following duties:

- (i) Except for taking the minutes of PLC meetings, which is a duty of the Engineer or his representative, the PLO shall provide a secretariat function to the PLC which includes, amongst others, the following:
 - a. Schedule meetings;
 - b. Compile meeting agendas;
 - c. Compile document packages for meetings;
 - d. Distribute minutes of meetings;
 - e. Assist PLC to formulate their communication in writing;
 - f. Distribute written communication to and from the PMT and the PLC;
 - g. Keep records of all the above and any other PLC documentation; and
 - h. Provide any other reasonable secretariat function pertaining to the PLC.
- (ii) Attend all PLC meetings to report on the day to day project, Stakeholder and Community matters that impact on the parties to the project.
- (iii) Attend all monthly site meetings to report on the day to day project, Stakeholder and community matters that impact on the parties to the project.
- (iv) Attend any other meetings related to the project and in which any of the project Stakeholders, affected Communities, Local/Targeted Labour and Local/Targeted Enterprises are involved.
- (v) Maintain a full-time presence on site to monitor and address the day to day project, Stakeholder and Community matters that impact on the parties to the project.
- (vi) Maintain a full-time presence on site to assist the PMT in the day to day liaison with project Stakeholders and affected Communities. Typical information to be disseminated by the PLO includes:
 - a. basic Scope of the Works and how it will affect the Community;
 - b. project programme and regular progress updates;
 - c. anticipated employment and subcontracting opportunities;
 - d. project programme as it pertains to the employment of Targeted Labour and subcontracting of Targeted Enterprises;
 - e. Occupational Health and Safety precautions; and
 - f. any other information relevant to project Stakeholders and the affected Communities.
- (vii) Be well acquainted with the contractual requirements as it pertains to Targeted Labour employment and training requirements.
- (viii) Assist the PMT and PLC to establish and agree the eligibility and selection criteria to be followed when employing Targeted Labour.
- (ix) Assist the PMT in its resources and skills audits by providing a coordinating function between the PMT, project Stakeholders, and the affected Communities.
- (x) Ensure that Targeted Labour databases, compiled from the resources and skills audits, are based on the agreed eligibility and selection criteria and that it is updated as and when required.
- (xi) Coordinate the selection and employment of Targeted Labour based on the agreed eligibility and selection criteria and based on the Contractor's labour requirements.
- (xii) Ensure that each Labourer enters into an employment contract which adheres to current and relevant Labour legislation.
- (xiii) Ensure that each Labourer understands the conditions of his/her employment with an emphasis on the employment start date, end date and wages payable.
- (xiv) Identify and inform the PMT of any relevant training required by the Targeted Labour.
- (xv) Attend all disciplinary proceedings to ensure that hearings are fair and conducted in accordance to the current and relevant Labour legislation.
- (xvi) Be proactive in identifying PLC, project Stakeholder, affected Communities (including Targeted Labour and/or Targeted Enterprise Subcontractor),

requirements, disputes, unrest, strikes, etc. and bring it to the attention of the PMT.

- (xvii) Assist the PMT to liaise with the PLC, project Stakeholders and the affected Communities to resolve any disputes, which occurs due to the project.
- (xviii) Other than the document records to be kept as mentioned in (i) above, keep record of all other documents and processes pertaining to the employment of Targeted Labour and any other records that may be of relevance to the functions of the PLC.
- (xix) Produce and submit a monthly report to the PMT and the PLC on PLC meetings, other meetings attended by the PLO, Targeted Labour employment, and project Stakeholder, affected Community and any other project matters that impact on the parties to the project.

D1005 MOBILISATION PERIOD

During the site establishment stage, but prior to the commencement of the Works, the Contractor or its authorised representative, shall become acquainted with the lines of communication and the agreed dispute resolution mechanism between the PMT, PLC, project Stakeholders and affected Communities. The Contractor shall also follow the agreed eligibility criteria, prequalification criteria and tender processes and procedures to employ Targeted Labour and subcontract Targeted Enterprises.

The above project Stakeholder and Community engagement shall be executed based on the Employer's social facilitation principles and processes.

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

- a) Liaise with the Employer, Engineer, PLC and PLO to identify and structure the work packages to be subcontracted to Targeted Enterprises.
- b) Liaise with the Employer, Engineer, PLC and PLO to finalise the Project Database(s) to be utilised for subcontracting with Targeted Enterprises.
- c) Liaise with the Employer, Engineer, PLC and PLO to finalise the Project Database(s) to be utilised for the employment of Targeted Labour.
- d) Produce an acceptable CPG Procurement Plan, which sets out how the Contractor intends to achieve the various CPG targets for Targeted as stated in the Contract Data, complete with dates, work packages and values of work.
- e) Undertake a skills audit of the Targeted Labour and Targeted Enterprises which appear on the respective database(s).
- f) Based on the skills audit, and in consultation with the Employer, Engineer, PLC and PLO, identify the pre-tender training requirements of Targeted Enterprises.
- g) Provide an opportunity to eligible Targeted Enterprises to receive the identified pre-tender training.
- h) Based on the skills audit, and in consultation with the Employer, Engineer, PLC and PLO, identify the training requirements of Targeted Labour to make them more employable. Provide an opportunity to eligible Targeted Labour to receive the identified training to enable them to be more employable.

Notes:

- (i) The accepted CPG Procurement Plan and any amendments thereof shall be made available to the PLC for their monitoring purposes.
- (ii) The Employer and the Engineer shall monitor progress and adherence to the CPG Procurement Plan in the same manner as they would monitor the works programme.
- (iii) It is evident that all training requirements cannot be addressed during the Mobilisation Period and 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 therefore be focused on the activities and/or skills required for the commencement of the Works.

D1006 PROJECT MANAGEMENT TEAM (PMT)

The PMT, which consists of the Employer, Engineer, and the Contractor, or their representatives, is a party to the PLC and hence, is co-responsible for successful project Stakeholder and Community liaison. The PMT is also responsible for the successful implementation of the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals.

In terms of implementing the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals, the PMT shall, where required, execute the following duties:

- a) Make recommendations to the Contractor in the identification and structuring of the work packages to be subcontracted to Targeted Enterprises, and agree to the scope and extent of the work packages.
- b) Verify that the Project Database(s) from which Targeted Enterprises will be subcontracted has been updated, prior to the letting of every new set of subcontracts.
- c) Approve all Databases, tender procedures, tender documents, tender submission requirements and adjudication processes for the subcontracting of Targeted Enterprises.
- d) 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.
- e) Approve subcontract agreements and ensure that the conditions of subcontracting with Targeted Enterprises are fair and transparent and within the prescripts of the Contract requirements.
- f) 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.
- g) Verify that the Project Database(s) compiled by the PLO from which Targeted Labour will be employed is updated prior to every new Labour intake.
- h) 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.
- i) 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.
- j) Make recommendations to the Contractor in the identification of the training requirements of Targeted Labour and Targeted Enterprises and approve the proposed training programmes.
- k) 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 shall utilise service providers, sub-contractors and suppliers of its choice and selected via its own internal processes, for subcontracting Targeted Enterprises based on the Employer's Contract Participation Goals, the Contractor shall follow the prescripts of this Section D, with specific reference to D1003 to D1007.

Targeted Enterprise subcontracting is concluded after award of the Contract to the Contractor. The Contractor shall appoint a Targeted Enterprise Procurement Coordinator (TEPC) to facilitate the subcontracting of work to Targeted Enterprises as listed in the Contract Data. For Contracts with a value of less than R 100 million the Contractor may appoint a TEPC from its

own staff. For Contracts with a value of more than R 100 million the Contractor shall subcontract a professional TEPC entity by applying the Employer's Supply Chain Management Policy for second tier procurement.

The TEPC shall use the Employer's standard subcontracting proforma when developing and establishing eligibility criteria, prequalification criteria, and tender processes and procedures for subcontracting, which shall be approved by the PMT, endorsed by the PLC, when subcontracting any work to Targeted Enterprises.

The following tasks are expected:

- (i) If not identified yet, identify the work package types (scope of work) and determine the number of work packages to be subcontracted.
- (ii) If not detailed in the Contract Data, identify the Targeted Enterprise types to benefit from the work packages, e.g. CIDB grading, Enterprise size, Enterprise locality, ownership profile, etc.
- (iii) Establish the eligibility criteria for each work package based on subcontract proforma, which includes Target Group criteria such as:
 - a. Requirements for woman, youth, etc. ownership;
 - b. Target Area requirements, etc.
- (vi) Alert Targeted Enterprises to the subcontracting opportunities by making it known in local newspapers, community notice boards, etc.
- (vii) Assist Targeted Enterprises to get their statutory requirements in order, such as registering on the CSD, by establishing a SMME helpdesk.
- (viii) Invite Targeted Enterprises to express their interest and submit their eligibility documents.
- (ix) Compile a Project Database(s) for the respective work package types based on the results of the call for expression of interest and eligibility documents.
- (x) Provide eligible Targeted Enterprises with the opportunity to receive tender training to submit feasible rates and prices.
- (xi) Invite Targeted Enterprises from the Project Database(s) to tender for the respective work packages.
- (xii) Apply the Employer's Supply Chain Management Policy for second tier procurement to appoint the successful Targeted Enterprises.
- (xiii) Assist successful Targeted Enterprises to enter into a subcontract agreement with the Contractor.

The Contractor shall refer to the construction activities that has been identified as being suitable for construction by Targeted Enterprises as listed in 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.

Following the Stakeholder and Community liaison processes described in D1004, the proposed subcontract packages shall be presented to the PMT for its approval and to the PLC for its endorsement.

Once the subcontract packages have been approved and endorsed, the Contractor shall alert Targeted Enterprises to the subcontract opportunities well in advance and prior to advertising the subcontract tenders. This shall be done by publicly (e.g. local newspapers and public notice boards) make these opportunities known and by providing Targeted Enterprises with assistance to get their statutory requirements in order (e.g. by establishing an SMME helpdesk).

The Contractor shall compile the Targeted Enterprise tender documents for each subcontract package using the Employer's proforma subcontract document.

In compiling the subcontract tender documents, the Contractor shall include in each tender document any Conditions of Tender that may be relevant, and shall also include 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 PMT before their use, and the PMT and the PLC shall be consulted before the Contractor invites tenders from Targeted Enterprises from the relevant Project Database(s).

For each subcontract package, the Contractor shall conduct a compulsory briefing session to explain the Works required, as well as the eligibility and prequalification criteria and tender process, to the Targeted Enterprises.

Tenders for the subcontract packages shall close at a stipulated time and date. Tenders shall be placed in a formal Tender Box, of a design approved by the PMT, and located at the Contractor's site office.

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

The Contractor shall evaluate the tenders and shall submit the tender adjudication report for each subcontract package to the PMT and the PLC for review prior to award of each subcontract.

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 and which appears on the Project Database(s).

It shall also be a condition of tender that Targeted Enterprises include in their tender submission the following documentation (if applicable, based on the CIDB grade required):

- a) A valid letter of good standing from the Department of Labour
- b) Proof of registration on the National Treasury CSD.
- c) A tax compliance status report.
- d) A B-BBEE verification certificate (or sworn affidavit in a prescribed format).
- e) Bank account details certified by the bank.
- f) Proof of registration of the Tenderer in the required CIDB contractor grading designation, confirming the Tenderer's registration Status as "Active" at the closing date of tender (n/a to suppliers).

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 Contract Participation Goals stated in the Contract Data.

The Contractor shall appoint a Targeted Group Development Coordinator (TGDC) to assist with the execution of its responsibilities towards Targeted Enterprises as prescribed in this Section D, with an emphasis on D1008 and D1010. The Contractor shall appoint from his staff a dedicated person in the position of TGDC or hire in a professional TGDC entity if such a person does not exist within the company. The TGDC shall be based on site and available to the contract on a fulltime bases.

The TGDC shall have as a minimum a NQF Level 5 qualification in the management of Civil Engineering construction processes and shall have at least 10 years' experience in the fields of roads maintenance, new roads construction, roads rehabilitation, structures, etc.

The TGDC shall develop and establish a Targeted Enterprise Training and Support Programme, which shall be approved by the PMT and endorsed by the PLC prior to implementation, and which shall adhere to Government's and the Employer's Transformation and Supply Chain Management Policies and principles.

a) General Obligations

The Contractor shall, with the assistance of the TGDC, comply with the following obligations:

- (i) Assist the Targeted Enterprises in instituting a quality assurance system;
- (ii) Provide adequate training, coaching, guidance, mentoring and any other identified and approved assistance to Targeted Enterprises;
- (iii) Provide support and any other identified and approved assistance to ensure that the Targeted Enterprises meet their obligations and commitments with respect to their subcontracts,
- (iv) Assist with ITIS monthly data capture requirements and
- (v) Ensure that the CPG objectives are achieved.

b) Subcontract Agreements

The Contractor, in liaison with the PMT, shall conclude the subcontract agreements and provide the necessary management support to the Targeted Enterprises. The subcontract agreements shall be in accordance with the provisions of amended sub-clause 4.4 of the Conditions of Contract and shall be consistent with the terms and conditions of this Contract.

A copy of each subcontract agreement shall be filed with the Engineer after the PMT has confirmed that it is in accordance with the provisions of this Contract and after it has been endorsed by the PLC.

Note:

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

The subcontract agreement shall be the FIDIC subcontract agreement, which shall also include for the following:

- (i) An entitlement of the Targeted Enterprise to receive such training as is contemplated in this Contract;
- (ii) An obligation on the Targeted Enterprise to participate and co-operate in such training as is provided for in this Contract;
- (iii) The allowable sources from which Labour may be drawn in terms of the Contract;
- (iv) The terms and conditions relating to the recruitment, employment and remuneration of Labour engaged on the Contract;
- (v) The training to be provided to the Targeted Enterprise's workforce;
- (vi) The terms and conditions relating to payment of the Targeted Enterprise;
- (vii) Sanctions in the event of failure by the Targeted Enterprise to comply with the terms and conditions of the subcontract agreement; and
- (viii) Dispute avoidance and resolution procedures.

c) Quality of Work and Performance of Targeted Enterprises

The Contractor 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.

The Contractor shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

d) Dispute Avoidance and Resolution Procedures

When taking any disciplinary action or imposing a penalty as provided for in the subcontract, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract. If such action is contemplated this shall be discussed with the PMT before any action is taken and communicated with the PLC as soon as action has been taken.

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

- (i) Acceptable standard of work as set out in the specifications;
- (ii) Progress in accordance with the time constraints in the Targeted Enterprise's tender document;
- (iii) Punctual and full payment of the workforce and suppliers;
- (iv) Site safety; and
- (v) Accommodation of traffic.

The Targeted Enterprise shall have 21 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 sub-clauses (iv) and (v) above, for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works, but which shall not be longer than 24 hours. Failure by the Targeted Enterprise to comply with a deadline, will be sufficient grounds for the Contractor to apply a penalty or terminate the subcontract provided that the PMT 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, Engineer or Employer. Provided that, unless the Targeted Enterprise shall, within 21 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

The following work items have been identified as suitable for execution by Targeted Enterprises to assist the Contractor in achieving its CPG:

All work items, with the exception of the list below, have been identified as suitable for execution by Targeted Enterprises. Work should be packaged into packages for CIDB CE1 to CE2, 3CE to 5CE and above and should meet the minimum subletting targets and subtargets for Targeted Enterprises as specified in clause D of the Contract Data:

Note:

A Prime Cost Sum for all subcontracting work is allowed for under pay item M920.02.

The following work shall form part of the Main Contractor's works and shall not be sublet. Where a Provisional Sum or a Prime Cost Sum is allowed under these sections it will follow the normal Works Authorisation process.

- M0200 General Requirements and Provisions
- M0300 Contractor's Establishment on Site and General Obligations
- M0400 Route Patrol Services
- M0600 Skills Development
- M7100 Emergency Standby Team
- M7200 All Emergency Normalisation

D1010 TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE**(a) Purpose of the Training and Skills Development Programme(s)**

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

It is, therefore, a requirement 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.

The Contractor shall, in collaboration with the PMT, develop a Training and Skills Development Programme(s) which shall be managed by the Contractor's TGDC.

(b) Skills Audit and Analysis

Prior to developing the Training and Skills Development Programme(s), the Contractor shall conduct a Skills Audit and Analysis of its own employees and those of its Subcontractors to determine their levels of education, existing qualifications, and skills sets. The outcome of the Skills Audit and Analysis shall be used to develop a Training and Skills Development Programme(s) that will benefit both the employee and the Construction Industry at large.

Included in the Skills Audit and Analysis shall be a separate section, analysing the education, qualifications and skills sets of the Targeted Enterprises subcontracted by the Contractor to develop a Training and Skills Development Programme(s) that will develop and improve the ability of small business owners and their supervisory staff to better manage their enterprises.

(c) Developing the Training and Skills Development Programme(s)

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

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

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

The complete Training and Skills Development Programme shall be approved by the PMT and endorsed by the PLC before any training commence.

(d) The Training Service Provider

While the Contractor’s TGDC will manage the Training and Skills Development Programme(s), the Contractor shall subcontract a Training Service Provider to implement the training components of the Programme(s) by applying the Employer’s Supply Chain Management Policy for second tier procurement.

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

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

TABLE D1010/1: QUALIFICATIONS FOR TRAINING STAFF

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

In addition to the above qualifications, and in keeping with current CETA practical experience requirements for registration as a Practitioner, NQF Level 4 Unit Standards shall only be presented by Practitioners with NQF Level 5 (one level up) credentials. The Employer further requires that Assessors and Moderators shall have at least 5 years’ experience as a Site Agent, managing construction processes in the fields of roads maintenance, new roads construction, roads rehabilitation, structures, etc.

Elective Unit Standards are typically more vocational orientated and may require specialist input. It is thus not a requirement that individual Practitioners and Assessors shall have all the necessary skills for all the different categories of Unit Standards. The Training Service Provider may and shall therefore, when necessary, appoint

Practitioners and Assessors on and ad hoc basis with the levels of experience which are required for the Unit Standards to be presented.

(e) Skills Development Requirements

(i) Contract Skills Development Goals (CSDG)

This section establishes a minimum CSDG which is to be achieved in the performance of a Contract (*as per the CIDB Standard for Developing Skills through Infrastructure Contracts August 2013*) in relation to the provision of different types of workplace opportunities linked to work associated with a Contract which culminate in or lead to:

- a. a part- or full occupational qualification registered on the National Qualification Framework;
- b. a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c. a national diploma registered on the National Qualification Framework; and
- d. registration in a professional category by one of the professional bodies listed in Table 1 of the Standard.

The Contractor shall achieve or exceed the CSDG in the performance of the Contract. The Contractor may, if need be, devolve their obligations onto Subcontractors with approval from the Employer.

The CSDG shall not be less than the contract amount multiplied by 0.25 percent (%) for Civil Engineering work (CE). For this reason, a PC Sum is inserted under item M060.01(a) for the CSDG amount in the Pricing Schedule.

(ii) Achieving Contract Skills Development Goal (CSDG)

The Contractor shall achieve the CSDG by providing employment opportunities to Learners requiring structured workplace learning using one or a combination of any of the following methods in relation to work directly related to the Contract:

Method 1: Structured workplace learning opportunities for Learners (LoL) towards the attainment of a part or a full occupational qualification;

This training method shall apply to Targeted Enterprises and Targeted Labour.

Method 2: Structured workplace learning opportunities for apprentices or other artisan learners (LoA) towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public FET college qualifications;

This training method shall apply to Targeted Enterprises and Targeted Labour.

Method 3: Work integrated learning opportunities for University of Technology or Comprehensive University students (LoUS) completing their national diplomas;

This training method shall apply to P1 and P2 learners, or learners with a 240 credits qualification. Both the permanently employed and temporary employed Learners shall be considered under this training method.

Method 4: Structured workplace learning opportunities for candidates (LoC) toward registration in a professional category by a statutory council listed in Table 1 of the Standards.

This training method shall apply to Candidates with 480 credits qualification. Both the permanently employed and temporary employed Learners shall be considered under this training method.

No single method shall contribute more than 75 percent of the CSDG. Permanently employed Learners may not account for more than 33 percent (%) of the CSDG, and not more than one method may be applied to any individual concurrently in the calculation of the CSDG.

(iii) CSDG Credits

The CSDG shall be calculated by multiplying the number of people employed by the Contractor and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3 of the Standard, or as revised in a Gazette notice.

The Contractor may source beneficiaries of the CSDG from a Skills Development Agency (SDA) recognised by the CIDB.

All beneficiaries shall be registered with a construction Skills Development Agency (SDA) recognised by the CIDB.

(iv) Denial of Credits

Credits towards the CSDG shall be denied should the Contractor not fulfil all the requirements listed in clause 3.4 (a) to (f) of the Standards.

(v) Compliance with Requirements

The Contractor shall comply with the requirement as set out in clause 4 of the Standards.

(vi) Records

The Contractor shall submit all the documentation required in terms of clause 4 of the Standards, in a timely manner and according to a prescribed format where applicable.

The Engineer shall certify the value of the credits counted towards the CSDG, if any, whenever a claim for payment is issued to the Employer, and shall notify the Contractor of this amount.

The Contractor shall, upon termination of the opportunities provided to satisfy the CSDG, certify the quantum and nature of the opportunity and submit the certificate, counter-certified by the relevant individual, to the Engineer for record-keeping purposes.

(vii) Sanctions

Failure to achieve the CSDG shall render the Contractor liable for a penalty as prescribed in clause 8.7 of the FIDIC Conditions of Contract. Penalties shall be as follows:

- a. $\text{Penalty} = 0.5 \times \{[\text{LoAs} + \text{LoLs} + \text{LoUSs} + \text{LoCs}]\}$
 Where:
 LoLs = Monetary Value of the shortfall for structured workplace learning opportunities for Learners towards the attainment of a part or a full occupational qualification;
 LoAs = Monetary Value of the shortfall for structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public FET college qualifications;
 LoUSs = Monetary Value of the shortfall for work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas (LoUS);
 LoCs = Monetary Value of the shortfall for structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 of the Standards (LoC), and
- b. Delay the issuing of the Taking Over/Performance Certificate until all the required records described in clause 5 of the Standards are received.

(f) Generic Skills Training

Generic skills shall be taught where the need has been identified.

The Contractor shall make representation to the PMT, who shall approve candidates that should attend such courses as they deem appropriate. Those selected shall receive formal generic skills training in a programmed and progressive manner. The PLC and/or the PMT may also identify a need for generic skills training.

Typical training programmes could comprise some or all of the following modules:

- (i) Basic hygiene and HIV/AIDS awareness;
- (ii) Road safety;
- (iii) Basic management of the environment;
- (iv) Tourism awareness and opportunities;
- (v) Managing personal finance;
- (vi) Adult Basic Education and Training (ABET);
- (vii) Community based training programmes (e.g. knitting, computer skills, plant/machine operator, etc.).

All generic skills training shall be accredited by the relevant Sector Education and Training Authority (SETA) and shall be provided with accredited entities and/or individuals.

(g) Community Training

Community training shall be taught where the need has been identified.

Community training needs shall be identified by the PLC, who shall submit their proposal to the PMT for consideration and inclusion in to the Contract. While the PMT shall consider the training needs of the Community, the PMT shall inform the PLC of the training limitations, as well as of the training that could be undertaken through the Contract. Candidates shall be identified through the Community structures. The selected candidates shall receive formal skills training in a programmed and progressive manner in compliance with subclause (d). Priority shall be given to training that will equip the Community with skills that will enhance their employability.

All community skills training shall be accredited by the relevant Sector Education and Training Authority (SETA) and shall be provided with accredited entities and/or individuals.

(h) Training Facilities

The Contractor shall be responsible for providing everything necessary to offer the various training workshops and modules including:

- (i) a suitable venue with sufficient furniture, lighting and power,
- (ii) all necessary stationery consumables and study material,
- (iii) transport for attendees.

Before commencing with any structured training, the Contractor shall submit his intended programme to the PMT for approval of its subject content and proposed trainers, and the Contractor shall, if so instructed by the PMT, alter or amend the programme and/or course content.

D1011 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the Contract to maximise the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former should generally be kept to the practical minimum.

Before commencing with any labour enhanced operations the Contractor shall discuss his intentions with the Engineer, and shall submit to the Engineer on a monthly basis, daily labour returns indicating the numbers of temporary personnel employed on the Works and the activities on which they were engaged.

D1012 MEASUREMENT AND PAYMENT

Item	Unit
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M020.05(a) Target Group Participation

- | | |
|--|------------------------|
| (a) Contract Participation Performance bonus | Provisional (Prov) sum |
|--|------------------------|

The provisional sum for item M020.05(a) shall cover any CPP bonus due as specified in clause D1003. The provisional sum shall be expended in accordance with clause 13.5 of the FIDIC Conditions of Contract.

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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 M030.03(a), Contractor's Establishment on Site and General Obligations: Time Related Obligations.

Item	Unit
M020.06 Training, coaching, guidance, mentoring and assistance	
(a) Training Costs	
(i) Accredited generic skills training.....	Prime cost (PC) sum
(ii) Community skills training	Prime cost (PC) sum
(iii) Handling cost and profit in respect of subitems M020.06(a)(i) and (ii)	Percentage (%)
(b) Other costs during training	Provisional (Prov) sum
(c) Training venue	Lump sum

The prime cost sums under sub-items M020.06(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 M020.06(a)(iii) 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 M020.06(a)(i) and (ii).

The provisional sum under pay item M020.06(b) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The provisional sum shall cover the Contractor's costs for payment of wages of employed trainees attending training courses during working hours, for the provision of meals to trainees, for provision of transport and for all other incidentals required for the trainees and approved by the Engineer. No mark-up is payable to the Contractor under this item.

The unit of measurement for pay item M020.06(c), shall be the lump sum. The sum tendered shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and all other costs necessary to maintain the venue for the duration of the contract. Payment of the lump sum shall be made in two instalments as follows:

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.

M030.05 Tender Process for Targeted Enterprises

Item	Unit
(a) Contractor's charge for the management and execution of the Targeted Enterprise procurement process:	
(i) Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 1CE and 2CE contractor grading	Number (No)
(ii) Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 3CE to 5CE contractor grading	Number (No)
(iii) Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 6CE and higher contractor grading	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 Part D.

Each tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process in the relevant CIDB contractor grading designation scheduled, including for the appointment of a Targeted Enterprise 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 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 Part D.

Item	Unit
M030.06 Responsibilities of the Contractor towards Targeted Enterprises	

(a) Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises	Month
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The tendered monthly rate for subitem M030.06(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, monthly ITIS data capture requirements, coaching, guidance, mentoring and supervision of the Targeted Enterprise subcontractors, including the provision of a fulltime TGDC on the site, to mentor the Targeted Enterprises. The tendered amount shall also include the cost of the provision of a dedicate site office for the sole use of the subcontractors, common camp facilities, medical, security, safety, electricity, water, sewage services, waste disposal and all other camp services

Item	Unit
M060.01(a) Contract Skills Development Goals (CSDG)	

(a) Contract Skills Development Goals Prime cost (PC) sum

Expenditure under subitem M060.01(a) shall be in accordance with clause 13.5 of the FIDIC Conditions of Contract.

The prime cost sum for subitem M060.01(a) is provided to cover the cost of the training associated with the achievement of the Contract Skills Development Goal (CSDG) as specified under section D1010.

M920.01 Additional costs for subcontractors

Item	Unit
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a. Establishment on site and general obligations of subcontracts	Prov Sum
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The Establishment on site and general obligations of subcontracts will be capped at 15% of their tendered amount consisting of items M030.01, M030.02 and M030.03. These items will further have individual upper limits of:

- M030.01 - 3.75% of tender amount
- M030.02 - 7.50% of tender amount
- M030.03 - 3.75% of tender amount

The provisional sum under pay item M920.01(a) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The provisional sum shall cover the costs for payment of up to a 15% P&G allowance as tendered in the sub contract to Targeted Enterprise subcontractors. The P&G allowance to the subcontractors includes all costs incurred by the subcontractor to make allowance for his Occupational Health and Safety responsibilities relating the Contract.

Item	Unit
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M920.02 Construction Works by Targeted Enterprises

(a) Payments associated with the construction works carried out by Targeted Enterprise subcontractors of all levels of contractor grading designation appointed in terms of Part D	Prime cost (PC) sum
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(b) Handling costs and profit in respect of payments Associated with subitem M920.02(a)	Percentage (%)
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Expenditure under subitem M920.02(a). shall be in accordance with clause 13.5 of the FIDIC Conditions of Contract.

The prime cost sum for subitem M920.02(a) is provided to cover the cost of the construction works carried out by the Targeted Enterprise subcontractors of all contractor grading designation as certified by the Engineer, in separate payments for each Targeted Enterprise in accordance with Part D.

The tendered percentage for subitem M920.02(b) is the percentage of the amount actually spent under subitems M920.02(a), and shall include full compensation for the Contractor's handling costs, profit or any other costs associated with the work conducted by the Targeted Enterprise subcontractors, which are not provided for in other pay items.

ANNEXURES TO CONTRACT DOCUMENT

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Note to tenderer:

The Annexures will include completed returnable schedules and correspondence which form part of the contract.

ANNEXURE 1: COPIES OF ALL ADDENDA ISSUED

ANNEXURE 2: FORM A3.1 (SBD4) - COMPULSORY DECLARATION

ANNEXURE 3: FORM A3.2 (SBD9) – CERTIFICATE OF INDEPENDENT TENDER

**ANNEXURE 4: FORM A3.3 (SBD8) – DECLARATION OF TENDERER’S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

ANNEXURE 5: FORM A3.4 – REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

**ANNEXURE 6: FORM A3.5 (SBD6.2) – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION
AND CONTENT FOR DESIGNATED SECTORS**

**ANNEXURE 7: FORM A3.6 – LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE
(ANNEXURE C)**

ANNEXURE 8: FORM A6 (SBD2) – CERTIFICATE OF TAX COMPLIANCE

ANNEXURE 9: FORM A7 – CERTIFICATE OF INSURANCE COVER

ANNEXURE 10: FORM A11 – REGISTRATION WITH CIDB

ANNEXURE 11: FORM A13 (SBD6.1) – TENDERER’S B-BBEE VERIFICATION CERTIFICATE

ANNEXURE 12: FORM A14 (SBD1) – INVITATION TO BID

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