THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.002-078-2019/2

PERIODIC MAINTENANCE OF NATIONAL ROUTE 2
SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO
WHITE BRIDGE (KM 22.9)

PROJECT DOCUMENT

DATE: OCTOBER 2019

TENDER DOCUMENT
VOLUME
BOOK 1 OF 1

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

NAME OF TENDERER: Set sequential number
CONTRACT SANRAL N.002-078-2019/2

FOR

PERIODIC MAINTENANCE OF NATIONAL ROUTE 2
SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO
WHITE BRIDGE (KM 22.9)

PROJECT DOCUMENT

DATE: OCTOBER 2019
VOLUME 3
BOOK 1 OF 1

THIS DOCUMENT COMPILED BY:

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED
WESTERN REGION
1 HAVENGA STREET
OAKDALE, 7530
Tel: 021 957 4600                Fax: 021 910 1699

UNDER THE DIRECTION OF THE REGIONAL MANAGER
THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED
WESTERN REGION
1 HAVENGA STREET
OAKDALE, 7530
Tel: 021 957 4600                Fax: 021 910 1699
LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

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

Volume 2: The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition), issued by the Committee of Land Transport Officials which the tenderer shall purchase himself. (See Note 2 below).

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

The conditions of tender are the standard conditions of tender as contained in the South African Bureau of Standards, SANS 10845-3:2015, Construction procurement – Part 3: Standard conditions of tender, document, which the tenderer shall purchase himself.

Volume 4: The road works drawings.

Volume 5: The structural drawings.

Volume 6: Materials investigation and utilisation.

Notes to tenderer:

1. Volume 1 is obtainable from CESA, P. O. Box 68482, Bryanston, 2021. Tel: (011) 463 2022 Fax: (011) 463 7383, e-mail: general@cesa.co.za.

2. Volume 2 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za or can be purchased from the Employer.

3. Volume 3 is issued at tender stage in electronic format on a CD 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 (SANS 10845-3) is obtainable from the South African Bureau of Standards, Private Bag X191, Pretoria, 0001. Tel: (012) 428 7911 Fax: (012) 3441568, www.sabs.co.za.

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

4. SUBMISSION OF TENDER – Of the contract documents, only the following elements of Volume 3 needs to be submitted in a neatly bound file and in the following order:
   - Form of Offer (paper copy)
   - All returnable schedules (paper copy)
   - Pricing Schedule (paper copy)
   - Completed pricing schedule (on CD)

   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.

5. For alternative offers the tenderer shall submit the following additional documentation, clearly marked as ALTERNATIVE, in a separate neatly bound file in the following order:
   - Form of Offer (paper copy) copy from CD and state “Alternative Form of Offer”
   - All returnable schedules (paper copies) applicable to alternative offer, as is appropriate
   - Alternative Pricing Schedule (paper copy)
   - Other relevant information.
<table>
<thead>
<tr>
<th>PART</th>
<th>CONTENT</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
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<td>T1</td>
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<td>T-1</td>
</tr>
<tr>
<td>T2</td>
<td>RETURNABLE SCHEDULES</td>
<td>T-19</td>
</tr>
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<td>C1</td>
<td>AGREEMENTS AND CONTRACT DATA</td>
<td>C-1</td>
</tr>
<tr>
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</tr>
<tr>
<td>C3</td>
<td>SCOPE OF WORKS</td>
<td>C-60</td>
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<td>SITE INFORMATION</td>
<td>C-205</td>
</tr>
</tbody>
</table>
PART T1: TENDERING PROCEDURES
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<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
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<td>T1.1</td>
<td>TENDER NOTICE AND INVITATION TO TENDER (INCORPORATING SBD1)</td>
<td>T-4</td>
</tr>
<tr>
<td>T1.2</td>
<td>TENDER DATA</td>
<td>T-7</td>
</tr>
</tbody>
</table>
T1.1  TENDER NOTICE AND INVITATION TO TENDER (Incorporating SBD1)
T1.1 TENDER NOTICE AND INVITATION TO TENDER (Incorporating SBD1)

The South African National Roads Agency SOC Limited (SANRAL) invites tenders for the Periodic Maintenance of National Route 2 section 7 and 8 from Die Vleie (km 43.5) to White Bridge (km 22.9). This project is in the province of Western Cape and in the district municipality of the Garden Route. The approximate duration is 6 months.

CIDB Regulation 25(1B) will not be applicable to this contract.

Only tenders with a B-BBEE contributor status level of 1, 2, 3 or 4 and who is a QSE, are eligible to tender.

Only tenderers who comply with the eligibility criteria for: key persons; Environmental, Social, Health, and Safety (ESHS) past performance; financial capability; experience and past contract performance, as stated in the Tender Data, are eligible to tender.

Only tenderers who are registered on the National Treasury Central Supplier Database, are eligible to tender.

It is estimated that tenderers should have a CIDB contractor grading designation of 6 CE or higher, however tenderers attention is drawn to clause 4.1.1 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(7A) of the Construction Industry Development Regulations, will not be accepted.

Only locally produced or locally manufactured goods with a stipulated minimum threshold for local content and production as stated in the Tender Data will be considered.

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

Preferences are offered to tenderers who comply with the criteria stated in the Tender Data.

TENDER DOCUMENTS

Tender documents are available at no cost in electronic format on CD. Tenderers must have access to MS Office ©2013 and Acrobat Adobe ©9.0, or similar compatible software.

The physical address for collection of tender documents is SANRAL Western Region, 1 Havenga Street, Oakdale, 7530 where documents may be collected during the hours 09h00 to 16h00 (Monday to Friday), from 4 October 2019.

TENDERER’S MEETING

A compulsory tender clarification meeting with representatives of SANRAL will take place at the Town Lodge, 1 Knysna Rd, George on 21 October 2019 starting at 10h00. Tenders from late arrivals will not be allowed and their submissions shall be declared non-responsive.

COMPLETION AND DELIVERY OF TENDERS

The closing time for receipt of tenders is 14h00 on 6 November 2019.

Telegraphic, telephonic, telex, email, facsimile, late tenders and submissions from tenderers who arrived late at the tender clarification meeting will not be accepted.

Tenders may only be submitted in the format as stated in the Tender Data.
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

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

<table>
<thead>
<tr>
<th>Bidding procedure enquiries</th>
<th>Technical enquiries</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact person: Ms Vhahangwele Thandavhathu</td>
<td>Contact person: Ms Gretchen Weber-Cherry</td>
</tr>
<tr>
<td>Tel No: (021) 957 4600</td>
<td>Tel No: (021) 957 4600</td>
</tr>
<tr>
<td>Fax No: (021) 910 1699</td>
<td>Fax No: (021) 910 1699</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:ThandavhathuV@nra.co.za">ThandavhathuV@nra.co.za</a></td>
<td>E-mail: <a href="mailto:webercherryg@nra.co.za">webercherryg@nra.co.za</a></td>
</tr>
</tbody>
</table>
T1.2 TENDER DATA
The conditions of tender are the standard conditions of tender as contained in SANS 10845-3:2015 Edition 1.

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 in the standard conditions of tender to which it mainly applies.

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Wherever reference is made in the documentation to bill of quantities it shall also mean pricing schedule.</td>
</tr>
<tr>
<td>3.1</td>
<td>The Employer is The South African National Road Agency SOC Limited (SANRAL). The Employer’s domicilium citandi et executandi (permanent physical business address) is: 48 Tambotie Avenue Val De Grace, Pretoria, 0184 The Employer’s address for communication relating to this project is: 1 Havenga Street, Oakdale, 7530</td>
</tr>
<tr>
<td>3.2</td>
<td>The tender documents issued by the Employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender ........................................... (White) T1.2 Tender data................................................................. (Pink) Part T2: Returnable Schedules T2.1 List of returnable documents.............................................(Yellow) T2.2 Returnable schedules ..................................................(Yellow) Part C1: Agreements and contract data C1.1 Form of offer and acceptance..............................................(Yellow) C1.2 Contract data .................................................................(Yellow) Part C2: Pricing data C2.1 Pricing instructions (assumptions)..............................................(Yellow) C2.2 Pricing Schedules / Bills of Quantities ......................................(Yellow) Part C3: Scope of work C3 Scope of work.................................................................(Blue) Part C4: Site Information C4 Site Information.................................................................(Green) Part C5: Annexures ..............................................................................(White)</td>
</tr>
<tr>
<td>3.4</td>
<td>The Employer’s Agent is Ms Gretchen Weber-Cherry (SANRAL) for tender purposes and thereafter to be replaced with a Consulting Engineering Firm still to be appointed. Contact Details for Ms Weber-Cherry is 021 957 4622 Email: <a href="mailto:webercherryg@nra.co.za">webercherryg@nra.co.za</a></td>
</tr>
<tr>
<td>3.4</td>
<td>The language for communications is English</td>
</tr>
<tr>
<td>3.5</td>
<td>The tender process may be cancelled if: a) Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation; b) Funds are no longer available to cover the total envisaged expenditure;</td>
</tr>
</tbody>
</table>
c) No acceptable tender is received; or

d) There is a material irregularity in the tender process

The period of six months shall be measured from the time of tender close to the time of availability of re-issued tender documents. The period of six months may be reduced if the contracting strategy is changed.

4.1.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

a) CIDB registration (Form A12)

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(7A) of the Construction Industry Development Regulations, for a CE class of construction work. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 21 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.

Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(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>
<thead>
<tr>
<th>Category of tender</th>
<th>Upper limits per CIDB Regulation 17</th>
<th>Employer’s allowable margins</th>
</tr>
</thead>
<tbody>
<tr>
<td>CE 1</td>
<td>R0.2m</td>
<td>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>R0.65m</td>
<td></td>
</tr>
<tr>
<td>CE 3</td>
<td>R2m</td>
<td></td>
</tr>
<tr>
<td>CE 4</td>
<td>R4m</td>
<td></td>
</tr>
<tr>
<td>CE 5</td>
<td>R6.5m</td>
<td></td>
</tr>
<tr>
<td>CE 6</td>
<td>R13m</td>
<td></td>
</tr>
<tr>
<td>CE 7</td>
<td>R40m</td>
<td></td>
</tr>
<tr>
<td>CE 8</td>
<td>R130m</td>
<td></td>
</tr>
</tbody>
</table>

This contract is not classified in terms of CIDB Regulation 25(1B), and the value of the contract may, for the purpose of CIDB Regulation 25(1), not be taken at its annual value.

Joint Ventures are eligible to submit tenders provided that:
- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in...
accordance with Regulation 25(7A) of the Construction Industry Development Regulations.

b) Eligibility Criteria

(i) Key Personnel (Forms D4)

The tenderer must have in its permanent employment key personnel as listed below, who meet the minimum requirements as stipulated. Alternatively, the tenderer shall provide a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contract agreement. Such undertaking must be attached to Forms D4 of the Returnable Schedules.

<table>
<thead>
<tr>
<th>Key Personnel Position</th>
<th>Professional Registration</th>
<th>Minimum Years of Relevant Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracts Manager</td>
<td>SACPCMP as PrCM or ECSA as PrEng or PrTechEng, PrTechni Eng</td>
<td>5 years</td>
</tr>
</tbody>
</table>

The Contracts Manager shall be; employed full time on the Works, the single point accountability and responsible for the management of the construction works.

A key person may only be proposed in more than one tender submission if that person is a sub-contractor in each of the tenders in which the key person is proposed and is not in the permanent employment of any of the tenderers. In the event that the same key person is proposed in more than one tender and the key person is in the permanent employment of one of the tenderers, then all the tenders proposing this key person will be declared non-responsive.

Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms D4 with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.

(ii) Declaration: Environmental, Social, Health, and Safety (ESHS) past performance (Form A9.2)

The tenderer shall not have any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or safeguard in the past five (5) years from tender submission date.

(iii) Financial Capabilities (Form A8)

The Tenderer shall submit a letter from a Registered Financial Service Provider (registered with the FSB) confirming that the Tenderer has the financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated for this tender.

(iv) Specific Construction & Contract Management Experience (Forms D5.1 & D5.2)

The Tenderer must list a minimum number of 3 similar contracts matching the subject project's scope of work that have been satisfactorily and substantially (at least completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2014 and tender submission
**Clause Number** | **Data**
--- | ---
 | deadline. The minimum value of the listed contracts is R 6.3 million.
Where the Tenderer lists contracts as being substantially completed and under implementation as a prime contractor, joint venture member, or sub-contractor between 1st January 2014 and tender submission deadline, the last certified value of works shall exceed 80% of the awarded value and exceed R 6.3 million.
For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, shall be considered to meet this requirement.
In the case of joint ventures, the value of contracts completed by its members can be combined and shall be treated as one contract to determine whether the requirement of the minimum value of a single contract has been met. In the case of combined contracts, each contract performed by each member shall exceed 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.
Completed contracts must be listed under Form D5.1 and Contracts in progress under Form D5.2.

v) Past Contract Performance Evaluation (as per CI DB) (Forms D5.1 & D5.2)
The Tenderer shall submit signed CI DB Performance Rating forms for each completed contract listed under Form D5.1. No listed project shall have a Performance Rating less than zero (0) Adequate.
For projects in progress, the Tenderer shall submit a letter for each project listed in Form D5.2, confirming their Performance Rating by the project employer. The interim performance Rating shall be in line with CI DB method. No listed project shall have a Performance Rating less than zero (0) Adequate.

<table>
<thead>
<tr>
<th>c) National Treasury Central Supplier Database (Form A3.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenderers, or in the event of a joint venture, each member of the joint venture, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. Tenders received from such tenderers who do not comply with this requirement, will be declared non-responsive.</td>
</tr>
</tbody>
</table>

d) Local content (Forms A3.5 & A3.6)

(i) 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>
<thead>
<tr>
<th>Table 1a: Minimum local content for Steel Value-added Products</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Steel Construction Materials</strong></td>
</tr>
<tr>
<td>Fabricated Structural Steel</td>
</tr>
</tbody>
</table>
Table 1b: Minimum local content for Primary Steel Products

<table>
<thead>
<tr>
<th>Steel Construction Materials</th>
<th>Local Content Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plates (&gt;4.5mm thick and supplied in flat pieces)</td>
<td>100%</td>
</tr>
<tr>
<td>Sheets (&lt;4.5mm thick and supplied in coils)</td>
<td>100%</td>
</tr>
<tr>
<td>Galvanised and Colour Coated coils</td>
<td>100%</td>
</tr>
<tr>
<td>Wire Rod and Drawn Wire</td>
<td>100%</td>
</tr>
<tr>
<td>Sections (Channels, Angles, I-Beams and H-Beams)</td>
<td>100%</td>
</tr>
<tr>
<td>Reinforcing bars</td>
<td>100%</td>
</tr>
</tbody>
</table>

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 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.

ii) 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**

<table>
<thead>
<tr>
<th>Cable Products</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Voltage</td>
<td>90%</td>
</tr>
<tr>
<td>Low Cost Reticulation</td>
<td>90%</td>
</tr>
<tr>
<td>Medium &amp; High Voltage</td>
<td>90%</td>
</tr>
<tr>
<td>ACR</td>
<td>90%</td>
</tr>
</tbody>
</table>

**Telecom Cables: cables used for telecommunications**

<table>
<thead>
<tr>
<th>Cable Products</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Optical Fibre Cables</td>
<td>90%</td>
</tr>
</tbody>
</table>
iii) Yellow metal equipment

Only locally produced or locally manufactured Yellow metal equipment for construction with a minimum threshold (based on the cost of the locally produced portion of the equipment relative to the cost of the equipment) for local content and production as stipulated below will be considered.

Yellow Metal Equipment

<table>
<thead>
<tr>
<th>Equipment type</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Articulated dump truck (ADT)</td>
<td>60%</td>
</tr>
<tr>
<td>Tractor loader backhoe (TLB)</td>
<td>60%</td>
</tr>
<tr>
<td>Front end loader (FEL)</td>
<td>60%</td>
</tr>
</tbody>
</table>

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.

Failure to comply with the requirements or to complete Forms A3.5 and A3.6 may render the tender non-responsive.

e) Criteria for preferential procurement (Form C1.1)

Only tenders with a B-BBEE contributor status level of 1, 2, 3 or 4 and who is a QSE, are eligible to tender.

The tenderer shall submit a valid B-BBEE certificate in compliance with Tender Data 5.11.8 as proof of eligibility.

Failure to submit a B-BBEE certificate at time of tender closing shall render the tender non-responsive and the tender shall not be considered.

Failure to satisfy all the eligibility criteria is a breach of the Conditions of Tender and as such, results in a non-eligible tender.

4.6 Failure to apply instructions contained in addenda may render a tenderer’s offer non-responsive in terms of Condition of Tender 5.8.

4.7 The arrangements for a compulsory clarification meeting are:
Location: Town Lodge, 1 Knysna Rd, George
Date: 21 October 2019
Starting time: 10h00

The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting.

The clarification meeting shall start strictly at the time advertised. Only then will the Employer’s Representative circulate the attendance register for completion by those present. During this time latecomers may enter and complete the register. On completion by all present the Employer’s Representative will:
(a) read out from the collected lists calling for confirmation that all have signed;
<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(b)  close the door and inform latecomers that their tenders will not be accepted. The signatures on the attendance register and duly completed and signed Form A1 shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting. The tenderer’s representative can represent only one tendering entity, and shall sign the attendance list in the name of the tendering entity or in the name of a member of the tendering entity. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list.</td>
</tr>
<tr>
<td>4.8</td>
<td>Request clarifications at least 7 working days before the closing time.</td>
</tr>
<tr>
<td>4.9</td>
<td>No insurance is provided by the Employer.</td>
</tr>
<tr>
<td>4.10</td>
<td>Tenderers are required to state the rates and currencies in Rand.</td>
</tr>
<tr>
<td>4.12</td>
<td>A tenderer wishing to submit an alternative offer (excluding alternative offers of different contract duration, retention guarantees, discounted offers or different compliant material sources) shall first apply to the Employer’s agent for confirmation that the Employer’s standards and requirements envisaged in the design are not compromised or reduced. Such confirmation must have been provided by the Employer’s agent in writing within 5 working days after receipt of the application but not later than 5 working days before the date and time of tender closing given in Tender Data clause 4.15, or as extended by an addendum sent to all tenderers. The replacement of specified construction items like pipes, in situ culverts, kerbs and channels with similar products constructed of different materials (e.g. plastic products or pre-cast construction) are generally not acceptable as alternatives because construction using such alternative products would have been considered during the design stage and not selected as appropriate and because the Employer is able, post-award, to make proposals to or receive proposals from the contractor. However, if such alternative materials are considered acceptable by the employer’s agent as giving the tenderer a financial advantage and/or not transferring risk, the qualification must be recorded on returnable schedule A4: Schedule of Deviations or Qualifications by Tenderer. Also, not acceptable as alternative offers are the submission of alternative key persons, alterations to contingency pay items provided in the bill of quantities (pricing schedule), fixed prices for individual items or a fixed price contract. If an alternative proposal is confirmed to be acceptable, calculations, drawings and all other pertinent technical information and characteristics as well as proposed modification of, or alternative to, the Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer’s standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set in clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative offer will mean acceptance in principle of the offer. It will be an obligation of the contract with the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer’s standards and requirements.</td>
</tr>
<tr>
<td>4.13.1</td>
<td>Only the following needs to be submitted: a) Volume 3 – ORIGINAL The following information in a neatly bound file marked “ORIGINAL” and in the following order: - Form of Offer (paper copy) - All returnable schedules (paper copy) - Pricing Schedule (paper copy) - Completed pricing schedule (on CD).</td>
</tr>
</tbody>
</table>
b) Volume 3 – COPY
   The following information on a CD marked “COPY”:
   - Scanned copy of the Form of Offer (pdf)
   - Scanned copies of all returnable schedules and attachments (pdf)
   - Scanned copy of the Pricing Schedule (pdf)
   - Completed pricing schedule (electronically completed).

c) For alternative offers the tenderer shall submit the following additional documentation, clearly marked as ALTERNATIVE, in a separate neatly bound file in the following order:
   - Form of Offer (paper copy) copy from CD and state “Alternative Form of Offer”
   - All returnable schedules (paper copies) applicable to alternative offer, as is appropriate
   - Alternative Pricing Schedule (paper copy)
   - Other relevant information.
   - CD marked “COPY ALTERNATIVE” containing scanned copies of the submitted Alternative offer documentation and Completed pricing schedule (electronically completed).

In the event of any discrepancy between the contents of the electronically priced schedule, the print out thereof 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 submission.

In the event of any discrepancy between the contents of the “ORIGINAL” and “COPY”, the contents of the “ORIGINAL” shall be taken as the valid contents.

4.13.4 The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form F1).

4.13.5 Submit the “ORIGINAL” and “COPY” as separate envelopes or packages within a single envelope or package.

4.13.6 Place and seal the printed and completed tender document in an envelope or package clearly marked “TENDER” and bearing the Employer’s name, the contract number and description, the tenderer’s authorised representative’s name, the tenderer’s postal address and contact telephone numbers.

4.13 The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:

   Location of tender box: SANRAL Western Region Reception Area

   Physical address: 1 Havenga Street, Oakdale, 7530

   Identification details: Place the signed original tender offer in a package marked TENDER: CONTRACT SANRAL N.002-078-2019/2 PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

   Tenders must be submitted during hours (09:00 to 16:00) Monday to Friday at the Employer’s address.

   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.

4.15 The closing time for submission of tender offers is 14h00 hours on Wednesday, 6 November 2019.

4.16.1 The tender offer validity period is 24 weeks.

4.16.2 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:
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<th>Clause Number</th>
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</thead>
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<tr>
<td>a)</td>
<td>withdraws his tender;</td>
</tr>
<tr>
<td>b)</td>
<td>gives notice of his inability to execute the contract in terms of his tender; or</td>
</tr>
<tr>
<td>c)</td>
<td>fails to comply with a request made in terms of 4.17, 4.18, 5.9 or 5.13,</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>4.18</td>
<td>Any additional information requested under this clause must be provided within 5 (five) working days of date of request.</td>
</tr>
<tr>
<td>5.1</td>
<td>The employer shall respond to clarifications received up to 7 working days before tender closing time. Therefore, request for clarifications is to be submitted by 28 October 2019.</td>
</tr>
<tr>
<td>5.2</td>
<td>The employer shall issue addenda until 5 working days before tender closing time. Therefore, the Employer shall issue addenda by 30 October 2019.</td>
</tr>
</tbody>
</table>
| 5.4         | The time and location for opening of the tender offer are:  
|             | Time: 14h00 on Wednesday 6 November 2019  
|             | Location: SANRAL Western Region, 1 Havenga Street, Oakdale  |
| 5.7         | 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.  
|             | 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. |
| 5.9         | **Arithmetical errors, omissions, discrepancies and imbalanced unit rates**  
|             | Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.  
|             | Check responsive tender offers for:  
|             | a) the gross misplacement of the decimal point in any unit rate;  
|             | b) omissions made in completing the pricing schedule or bills of quantities; or  
|             | c) arithmetic errors in:  
|             | i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or  
|             | ii) the summation of the prices.  
|             | d) imbalanced unit rates.  
|             | Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.  
|             | Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:  
<p>|             | a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. |</p>
<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>b)</td>
<td>Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer’s addition of prices, the total of the prices shall be corrected.</td>
</tr>
<tr>
<td>c)</td>
<td>Where the unit rates are imbalanced 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.</td>
</tr>
</tbody>
</table>

Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.

Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.

The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.

5.11.1 The procedure for the evaluation of responsive tenders is Method 3.

If two or more tenders score the same number of points and these tenders are also the highest ranked tenders, the tender with the highest preference points will be recommended for award.

If functionality is part of the evaluation process and two or more tenders score equal total points and equal preference points, the tender that scored the highest points for functionality will be recommended for award.

If two or more tenders score the same number of financial points and preference points and these tenders are also the highest ranked tenders, the tenderer to be recommended for award will be decided by the drawing of lots.

5.11.7 The value of \( W_1 \) is:

1) 90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R50 000 000.00; or
2) 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00.

The value of \( A \) will be calculated utilising the following formula:

\[
A = (1 - \frac{(P - P_m)}{P_m})
\]

Where \( P \) is the comparative offer of the tender offer under consideration and \( P_m \) is the comparative offer of the most favourable comparative offer

In the event that the calculated value is negative, the allocated score shall be 0.

5.11.8 Up to 100 minus \( W_1 \) tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer’s scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003 as amended in Act 46 of 2013) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a tenderer’s B-BBEE status level of contributor and summarised in the table below:

<table>
<thead>
<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>
</thead>
<tbody>
<tr>
<td></td>
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PROFORMA DOCUMENT FOR CONSTRUCTION VERSION 28.DOC
19 July 2019 T-16
Eligibility for preference points is subject to the following conditions:

1. A tenderer’s scorecard shall be a B-BBEE Certificate issued in accordance with:
   - the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and
2. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C1; and
3. The certificate shall:
   - be an original or an original certified copy of the original; and
   - have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
   - be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and
   - be valid at the 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 4.15); and
4. Compliance with any other information requested to be attached to Returnable Schedule Form C1; and
5. In the event of an un-incorporated joint venture (JV), a project-specific (SANRAL project number indicated) consolidated B-BBEE verification certificate in the name of the JV, issued by a verification agency accredited by the South African National Accreditation System (SANAS) shall be submitted, as well as the individual B-BBEE verification certificates for each member of the JV on which the JV certificate was calculated; and
6. 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.

5.13 The conditions stated in clauses 5.13(a) to ((f) of the Conditions of Tender as well as the following additional clauses 5.13(g) to (j) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 and as compelling and justifiable reasons in terms of Conditions of Tender clause 5.11:

- the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- the tenderer has not abused the Employer’s supply chain management system;
- the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect; and
- 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.
- 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).

In addition to the requirements under paragraph (b) of the Conditions of Tender, in the event that a due diligence is performed as part of the tender evaluation, the due diligence report will be used to evaluate the tenderer’s ability to perform the contract as stated in paragraph (b). The due diligence will evaluate the overall risk associated with the tender. The due diligence will take into consideration the following:
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<td></td>
<td>- Assessment of financial statements to assess the financial position of the tenderer and its ability to obtain the necessary guarantees or insurances,</td>
</tr>
<tr>
<td></td>
<td>- Evaluation of managerial and technical ability &amp; available resources in relation to the proposed tender,</td>
</tr>
<tr>
<td></td>
<td>- Integrity Risk Evaluation,</td>
</tr>
<tr>
<td></td>
<td>- Operations, Activities, Locations and Key Customers,</td>
</tr>
<tr>
<td></td>
<td>- Reference checks from previous clients, and</td>
</tr>
<tr>
<td></td>
<td>- Risk rating (i.e. High Risk, Medium to High risk, Medium risk or Low risk) of the tenderer</td>
</tr>
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5.17 The number of paper copies of the signed contract to be provided by the Employer is 1.

5.19 All requests shall be in writing.

### ADDITIONAL CONDITIONS OF TENDER CLAUSES:

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<td>3.7</td>
<td>Jurisdiction</td>
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</tbody>
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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.
PART T2: RETURNABLE SCHEDULES
T.2.1 LIST OF RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules:

Notes to tenderer:
1. Returnable schedules have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporate National Treasury requirements within them. Returnable schedules are separated into the following categories:
   - Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A to E)
   - A list of all returnable documents for completion by the tenderer (Form F1)
2. Failure to submit fully completed relevant returnable documents may render such a tender offer non-responsive.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the 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:
   a. 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;
   b. if the Employer has already entered into a contract with the Tenderer, the Employer has the discretionary right under FIDIC Particular Condition 15.2(g) to terminate the contract.
5. These forms must be completed in non-erasable ink and any alterations made prior to tender closure countersigned by an authorised signatory.
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CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Notes to Tenderer:
1. Unless the attendee’s name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer’s offer shall be deemed non-responsive.

This is to certify that I, ..............................................................................................................................................................................................
........................................................................................................................................................................................................
representative of (tenderer) ...................................................................................................................................................................................
of (address) ...........................................................................................................................................................................................................
........................................................................................................................................................................................................
........................................................................................................................................................................................................
telephone number ...........................................................................................................................................................................................
fax number .................................................................................................................................................................................................
e-mail ...........................................................................................................................................................................................................
attended the clarification meeting on (date) ........................................................................................................................................
conducted by ..........................................................................................................................................................................................
in the presence of (Employer’s representative) ........................................................................................................................................

TENDERER’S REPRESENTATIVE (Signature) ........................................................................................................................................

EMPLOYER’S REPRESENTATIVE (Signature) ........................................................................................................................................
FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Notes to tenderer:
1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company’s letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
   - authority for signatory,
   - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
   - name of designated lead member of the intended joint venture, as required by tender condition 4.13.2.
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer’s signatory.

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

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

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

and any contract which may arise therefrom on behalf of

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

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

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

DATE: ..................................................................................................................................................

SIGNATURE OF SIGNATORY: ..............................................................................................................

WITNESS: ............................................................................................................................

SIGNATURE

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

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS:

SIGNATURE

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

NAME (PRINT)

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

NAME (PRINT)
FORM A2.2: DECLARATION OF TENDERER’S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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

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

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

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

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

SIGNATURE: ……………………………………………………………………………………………

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

The deponent having:
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) confirmed that he/she considered the prescribed oath as binding upon his/her conscience; and
iv) confirmed that the Regulations contained in the Government Gazette Notice R1258 of July 1972 and R1648 of August 1977 have been complied with.

COMMISSIONER OF OATHS
FORM A2.3:  CERTIFICATE OF SINGLE TENDER SUBMISSION

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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, or a Key Person, 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 N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Fronting Practices

Window-dressing: This includes cases in which black people are appointed or introduced to an enterprise on the basis of tokenism and may be:
- Discouraged or inhibited from substantially participating in the core activities of an enterprise; and
- Discouraged or inhibited from substantially participating in the stated areas and/or levels of their participation;

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

Opportunistic Intermediaries: This includes enterprises that have concluded agreements with other enterprises with a view to leveraging the opportunistic intermediary's favourable B-BBEE status in circumstances where the agreement involves:
- Significant limitations or restrictions upon the identity of the opportunistic intermediary's suppliers, service providers, clients or customers;
- The maintenance of their business operations in a context reasonably considered improbable having regard to resources; and
- Terms and conditions that are not negotiated at arms-length on a fair and reasonable basis.

DECLARATION

I, the undersigned, .......................................................... in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:
1. I have read and understand the contents of this certificate.
2. I accept that the Employer may report fronting practices to the Department of Trade and Industry and the B-BBEE commissioner.
3. I accept that intentional mis-representation by measured entities may constitute fraudulent practices that shall be reported to the Department of Trade and Industry and the B-BBEE commissioner.

SIGNATURE: ....................................................................................................................................................

DATE: ...............................................................................................................................................................

NAME: ...........................................................................................................................................................

POSITION: ......................................................................................................................................................
FORM A2.5: DECLARATION OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS (DPIPs, FPPOs & FINs)

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Notes to tenderer:
1. In line with a policy on Domestic Prominent Influential Persons (DPIPs), Foreign Prominent Public Officials (FPPO’s) & 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 SANRAL is concerned. This is done to mitigate SANRAL’s perceived association, reputational, operational or legal risk, as it strives to foster and maintain fair and transparent business relations. (The policy is available on SANRAL website: www.nra.co.za)
2. It is compulsory that all prospective and existing bidders conducting business with SANRAL, who potentially meet the definition of DPIPs, FPPOs or FINs, complete this form by supplying credible information as required and submit together with their bid document.
3. Bidders are required at the tender stage to declare any DPIPs, FPPOs or FINs involved in their bids, as part of their submission.
4. Further, that bidders shall at the tender stage furnish SANRAL of all information relating to namely, shareholders names, ID 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:
   4.1. Knowledge of any offence within the meaning of Chapter 2 section 12 & 13 of Prevention and Combating of Corrupt Practices Act no 4 of 2006; and or
   4.2. 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 bidder.
5. Bidders undertake that should it be discovered that the information provided in the form below, is fraudulently or negligently misrepresented then Chapter 9 sec 214 & 216 of Companies Act no 17 of 2008 shall apply to shareholders, Directors, Owners and/or individual link to the bidder.
6. Should the bidder fail to declare or supply SANRAL with credible information in the prescribed form, the bid may be rendered invalid.
7. Should the SANRAL, in the process of conducting verification and investigation of information supplied by the bidder find out that the information poses a reputational risk, the bid shall be rendered invalid.
8. The following definitions shall apply:
   8.1. “Board” means the Board of Directors or the Accounting Authority of SANRAL
   8.2. “Business relationship” means the connection formed between SANRAL and external stakeholders for commercial purposes.
   8.3. “DD” means Due Diligence which is defined for this form as:
      a) the verification of disclosures in the disclosure form, including if the disclosure is “none”; and
      b) further investigation if any areas of risk are identified from publicly available information.
   8.4. “Domestic Prominent Influential Person” means an individual who holds an influential position, including in an acting position for a period exceeding six months, or has held at any time in the preceding twelve months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act (No.1 of 2017).
   8.5. “DPIP” means a Domestic Prominent Influential Person.
   8.6. “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 Amendment Act, No.1 of 2017).
   8.7. “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.
8.8. “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 twelve months, in any foreign country a prominent public function.

8.9. “FPPO” means a Foreign Prominent Public Official.

8.10. “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.

8.11. “PIP” means Prominent Influential Person and includes DPIP, FPPO and FIN


8.13. “Senior Management” means the Executive Committee or its individual members.

9. A separate declaration is required from each PIP. In the event that the tenderer is a Joint Venture, a separate declaration from each PIP from each of the Joint Venture members, is required.

<table>
<thead>
<tr>
<th>Primary Particulars</th>
<th>First Name</th>
<th>Surname</th>
<th>Middle Name</th>
<th>ID/Passport Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country Details</td>
<td>Country of origin</td>
<td>Citizenship</td>
<td>Current country of Residence</td>
<td></td>
</tr>
</tbody>
</table>

| 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 PIP?

<table>
<thead>
<tr>
<th>KNOWN BUSINESS INTERESTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
</tr>
<tr>
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<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<td>5.</td>
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<td>6.</td>
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<tr>
<td>8.</td>
</tr>
<tr>
<td>9.</td>
</tr>
<tr>
<td>10.</td>
</tr>
</tbody>
</table>

I, the undersigned ……………………………………………………………………………………… declare that:

i) the information furnished on this declaration form is true and correct, and

ii) 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

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Notes to tenderer:
1. The tenderer shall complete the declaration below.
2. In the case of a Joint Venture (JV), each member of the JV shall comply with the above requirements.

DECLARATION

I, ............................................................................................................................................................................. (name)
the undersigned in my capacity as ........................................................................................................................ (position)
on behalf of ............................................................................................................................................................ (name of company),
herewith grant consent that SANRAL or any of their appointed Service Providers may conduct a due
diligence investigation on ................................................................................................................................. (name of company)
to evaluate our ability to perform the contract as stipulated in the Standard Conditions of Tender, Clause 5.13(b).

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

SIGNATURE: ..........................................................................................................................................................

DATE: ............................................................................................................................................................... 

NAME: .............................................................................................................................................................. 

POSITION: ...........................................................................................................................................................
FORM A3.1:  COMPULSORY DECLARATION (INCORPORATING SBD4)

Notes to tenderer:
1. Any legal person, including persons employed by the State, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:
   - the tenderer is employed by the State; and/or
   - the legal person on whose behalf the tender document is signed, has a relationship with person/s who are involved in the evaluation and/or adjudication of the tender, or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the tender.

2. Definitions:
   2.1 “State” means:
      a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
      b) any municipality or municipal entity;
      c) provincial legislature;
      d) National Assembly or the National Council of Provinces; or
      e) Parliament.

   2.2 “Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

3. In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.
FORM A3.1: COMPULSORY DECLARATION (continued)

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

**Section 1: Enterprise details**

<table>
<thead>
<tr>
<th>Name of enterprise</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact person</td>
</tr>
<tr>
<td>E-mail</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Cell</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>Physical address</td>
</tr>
<tr>
<td>Postal address</td>
</tr>
</tbody>
</table>

**Section 2: Particulars of companies and close corporations**

| Company / Close Corporation registration number |

**Section 3: SARS information**

| Tax reference number |
| VAT registration number | (state Not Registered if not registered for VAT) |

**Section 4: CIDB registration number**

| CIDB Registration number |

**Section 5: Particulars of principals**

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act, 1984, (Act No. 69 of 1984)

| Full name of principal | Identity number | Personal tax reference number |

Attach separate page if necessary.
**Section 6: Record in the service of the state:**

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- [ ] a member of any municipal council
- [ ] a member of any provincial legislature
- [ ] a member of the National Assembly or the National Council of Province
- [ ] a member of the board of directors of any municipal entity
- [ ] an official of any municipality or municipal entity
- [ ] an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- [ ] a member of an accounting authority of any national or provincial public entity
- [ ] an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

<table>
<thead>
<tr>
<th>Name of principal</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
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</thead>
<tbody>
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<td>Current</td>
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</tbody>
</table>

Insert separate page if necessary.

**Section 7: Record of family member in the service of the state:**

**Family member:** a person’s spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such relationship results from birth, marriage or adoption.

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has within the last 12 months been in the service of any of the following:

- [ ] a member of any municipal council
- [ ] a member of any provincial legislature
- [ ] a member of the National Assembly or the National Council of Province
- [ ] a member of the board of directors of any municipal entity
- [ ] an official of any municipality or municipal entity
- [ ] an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- [ ] a member of an accounting authority of any national or provincial public entity
- [ ] an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

<table>
<thead>
<tr>
<th>Name of family member</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
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<td>Current</td>
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</table>

Insert separate page if necessary.
FORM A3.1:  COMPULSORY DECLARATION (continued)

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity, including any of its joint venture partners, terminated during the past five years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

☐ Yes  ☐ No (tick appropriate box)

If yes, provide particulars:

Insert separate page if necessary

Section 9: Declaration

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

i) neither the name of the tendering entity, nor any of its principals, appears on:
   a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
   b) National Treasury’s Database of Restricted Suppliers (see www.treasury.gov.za);
ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;
iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;
v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;
vii) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;
viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer’s tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

I, the undersigned ................................................................. ................................................................. ................................................................. ................................................................. .................................................................
certify that the information furnished in Form A3.1 above is correct. I accept that the Employer may reject the tender or act against me in terms of 5.7 of the Conditions of Tender should this declaration prove to be false.

Signature (duly authorised) ................................................................. Date .................................................................

Position ................................................................. Name of Enterprise .................................................................

NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with the Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.
**FORM A3.1: COMPULSORY DECLARATION (continued)**

**CONTRACT SANRAL N.002-078-2019/2**

**PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)**

<table>
<thead>
<tr>
<th>NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.</td>
</tr>
<tr>
<td>NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.</td>
</tr>
<tr>
<td>NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other monies stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.</td>
</tr>
<tr>
<td>NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.</td>
</tr>
</tbody>
</table>
FORM A3.2: CERTIFICATE OF INDEPENDENT TENDER (INCORPORATING SBD9)

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Notes to tenderer:
1. This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering.
2. Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
3. This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.
4. In the case of a joint venture (JV), a separate certificate is to be completed and submitted by each JV member.

Declaration

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

1. I have read and understand the notes to, and the contents of, this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found to be not true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organisation, other than the tenderer, whether or not affiliated with the tenderer, who:
   a) has been requested to submit a tender in response to this tender invitation;
   b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
   c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
7. In particular, without limiting the generality of statement 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) geographical area where product or service will be rendered (market allocation);
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit, or not to submit, a tender;
e) the submission of a tender which does not meet the specifications and conditions of the tender; or

f) tendering with the intention not to win the tender.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender relates.

9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competitions 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 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.

SIGNATURE: ....................................................................................................................................................

DATE: ................................................................................................................................................................

NAME: ............................................................................................................................................................

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

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Notes to tenderer:
1. This declaration:
   a) must form part of all tenders submitted.
   b) in the case of a joint venture (JV), must be completed and submitted by each member of the JV.
2. This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be disregarded if that tenderer or any of its directors have:
   (a) abused the institution’s supply chain management system;
   (b) committed fraud or any other improper conduct in relation to such system; or
   (c) failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

<table>
<thead>
<tr>
<th>Q.</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the tenderer or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <em>audi alteram partem</em> rule was applied.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Database of Restricted Suppliers now resides on the National Treasury website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If Yes, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Register for Tender Defaulters can be accessed on the National Treasury website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>If Yes, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the tenderer or any of its directors convicted by a court of law (including a court outside the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.1</td>
<td>If Yes, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the tenderer and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If Yes, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION**

I, the undersigned, ........................................................................................................................................................................
certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE: ....................................................................................................................................................................................

NAME: .........................................................................................................................................................................................

POSITION: ....................................................................................................................................................................................

DATE: .........................................................................................................................................................................................

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

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). In the case of a joint venture (JV), the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV. In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor: ............................................................................................................................................................................

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 (SBD 6.2)

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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, 2011, 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 1286:211 as follows:

\[
LC = \left[1 - \frac{x}{y}\right] * 100
\]

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.


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:

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Steel value-added construction material products</strong></td>
<td></td>
</tr>
<tr>
<td>Fabricated Structural Steel</td>
<td>100%</td>
</tr>
<tr>
<td>Joining/Connecting Components</td>
<td>100%</td>
</tr>
<tr>
<td>Frames</td>
<td>100%</td>
</tr>
<tr>
<td>Roof and Cladding</td>
<td>100%</td>
</tr>
<tr>
<td>Fasteners</td>
<td>100%</td>
</tr>
<tr>
<td>Wire Products</td>
<td>100%</td>
</tr>
<tr>
<td>Ducting and Structural Pipework</td>
<td>100%</td>
</tr>
<tr>
<td>Gutters, downpipes &amp; launders</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Primary steel construction material products</strong></td>
<td></td>
</tr>
<tr>
<td>Plates (&gt;4.5mm thick and supplied in flat pieces)</td>
<td>100%</td>
</tr>
<tr>
<td>Sheets (&lt;4.5mm thick and supplied in coils)</td>
<td>100%</td>
</tr>
<tr>
<td>Galvanised and Colour Coated coils</td>
<td>100%</td>
</tr>
<tr>
<td>WireRod and Drawn Wire</td>
<td>100%</td>
</tr>
<tr>
<td>Sections (Channels, Angles, I-Beams and H-Beams)</td>
<td>100%</td>
</tr>
<tr>
<td>Reinforcing bars</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Electrical cable material products</strong></td>
<td></td>
</tr>
<tr>
<td>Low Voltage</td>
<td>90%</td>
</tr>
<tr>
<td>Low Cost Reticulation</td>
<td>90%</td>
</tr>
<tr>
<td>Medium &amp; High Voltage</td>
<td>90%</td>
</tr>
<tr>
<td>ACR</td>
<td>90%</td>
</tr>
<tr>
<td><strong>Telecom cable material products</strong></td>
<td></td>
</tr>
<tr>
<td>Optical Fibre Cables</td>
<td>90%</td>
</tr>
<tr>
<td>Copper Telecome Cables</td>
<td>90%</td>
</tr>
<tr>
<td><strong>Yellow metal equipment</strong></td>
<td></td>
</tr>
<tr>
<td>Articulated dump trucks (ADT)</td>
<td>60%</td>
</tr>
<tr>
<td>Tractor loader backhoe (TLB)</td>
<td>60%</td>
</tr>
<tr>
<td>Front end loader (FEL)</td>
<td>60%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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 the date of advertisement of the bid 4 October 2019.

The relevant rate of exchange information is accessible on [https://www.resbank.co.za](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):

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
</tbody>
</table>
NB: Bidders must submit proof of the SARB rate(s) of exchange used.

4. 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 N.002-078-2019/2

ISSUED BY: THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (the Procurement Authority / Institution):

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 .......................................................................................................................... (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:

<table>
<thead>
<tr>
<th>Bid price, excluding VAT (y)</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 2 above)</td>
<td>......%</td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td>......%</td>
</tr>
</tbody>
</table>

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 not awarding the bid to the bidder.
Authority/Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>.......................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>.......................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WITNESS No. 1:</th>
</tr>
</thead>
<tbody>
<tr>
<td>.......................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WITNESS No. 2:</th>
</tr>
</thead>
<tbody>
<tr>
<td>.......................................</td>
</tr>
</tbody>
</table>
FORM A3.6:  LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

<table>
<thead>
<tr>
<th>Tender Item No.'s</th>
<th>List of Items</th>
<th>Tender Price Each (Excl. VAT)</th>
<th>Exempted Imported Value</th>
<th>Tender Value Net of Exempted Imported Content</th>
<th>Imported Value</th>
<th>Local Value</th>
<th>Local Content % (Per Item)</th>
<th>Tender Qty</th>
<th>Total Tender Value</th>
<th>Total Exempt Imported Content</th>
<th>Total Imported Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C8)</td>
<td>(C9)</td>
<td>(C10)</td>
<td>(C11)</td>
<td>(C12)</td>
<td>(C13)</td>
<td>(C14)</td>
<td>(C15)</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Calculation of Local Content

Signature of tenderer from Annex B (SATS 1286.2011)

____________________________

Date: _______________________

Note: VAT to be excluded from all calculations

Total Tender Value

R

Total Exempt Imported Content

R

Total Imported Content

R

Average Local Content % of tender

...%
FORM A4:  SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Notes to tenderer:
1. The postulated tender MUST be priced.
2. When submitting any alternative tender, condition of clause 4.12 of Tender Data, shall be followed.

<table>
<thead>
<tr>
<th>Page</th>
<th>Description</th>
</tr>
</thead>
</table>

SIGNED BY TENDERER: ..................................................................................................................
**FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS**

**CONTRACT SANRAL N.002-078-2019/2**  
**PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)**

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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
</tr>
</tbody>
</table>

**SIGNED BY TENDERER:** ...........................................................................................................................................
FORM A6: CERTIFICATE OF TAX COMPLIANCE (INCORPORATING SBD2)

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

The tenderer shall complete the declaration below.

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

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

SIGNED BY TENDERER: ...........................................................................
FORM A7: CERTIFICATE OF INSURANCE COVER

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Note to tenderer:
In the event of the tenderer being a joint venture/consortium the details of the individual members must also be provided.

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

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 N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Notes to tenderer:
1. The tenderer shall attach to this form a letter (dated less than 1 month prior to the tender closing date) from a Registered Financial Service Provider (registered with the FSB) which declares how he conducts his account and confirms that the Tenderer has the financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated for the subject contract.
2. Failure to provide the required letter with the tender submission may render the tenderer’s offer non-responsive in terms of tender condition 5.8.
3. The tenderer’s banking details as they appear below shall be completed.
4. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

i) Name of Account Holder: ........................................................................................................................................

ii) Account Number: ...........................................................................................................................................................

iii) Bank name: ...............................................................................................................................................................

iv) Branch Number: ..........................................................................................................................................................

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

SIGNED BY TENDERER: .........................................................................................................................................................
FORM A9.1:  SCHEDULE OF TENDERER’S LITIGATION HISTORY

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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

<table>
<thead>
<tr>
<th>Employer</th>
<th>Other litigating party</th>
<th>Dispute</th>
<th>Award value</th>
<th>Date resolved</th>
</tr>
</thead>
</table>

Signed by Tenderer: ..........................................................................................................................
FORM A9.2: ENVIRONMENTAL, SOCIAL, HEALTH, AND SAFETY PERFORMANCE DECLARATION

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Note to tenderer:
The tenderer shall indicate below by marking with an “X” if suspension or termination of a contract occurred or not, and/or if the performance security has been called or not, related to Environmental, Social, Health or Safety (ESHS) performance, since the date indicated.
In the event that suspension or termination occurred and/or the performance security has been called, the tenderer shall complete the details of all the suspensions and terminations as well as the details of all performance securities called since the date indicated.
The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

<table>
<thead>
<tr>
<th>Year</th>
<th>Suspended or terminated portion of contract</th>
<th>Contract Identification</th>
<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert year]</td>
<td>[insert amount and percentage]</td>
<td>[insert complete contract name, contract number, Name of Employer, Address of Employer, Reason(s) for suspension or termination]</td>
<td>[insert amount]</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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</tbody>
</table>

Performance Security called by an employer(s) for reasons related to ESHS performance

<table>
<thead>
<tr>
<th>Year</th>
<th>Contract Identification</th>
<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert year]</td>
<td>[insert complete contract name, contract number, Name of Employer, Address of Employer, Reason(s) for calling of performance security]</td>
<td>[insert amount]</td>
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SIGNED BY TENDERER: ..............................................................................................................................................
FORM A10: SCHEDULE OF CURRENT COMMITMENTS

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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>
<thead>
<tr>
<th>Table 1: CONTRACTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer</td>
</tr>
<tr>
<td>--------------------------------</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Table 2: TENDERS NOT YET AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer</td>
</tr>
<tr>
<td>-----------------------------</td>
</tr>
<tr>
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</tbody>
</table>

SIGNED BY TENDERER: ...........................................................................................................
FORM A11: CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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

SIGNED BY TENDERER: ..........................................................................................................................
FORM A12: CERTIFICATE OF REGISTRATION WITH CIDB

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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 should attach proof of their application for re-registration (refer to Tender Data Clause 4.1.1). 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.

Name of Contractor: ........................................................................................................................................................................

Contractor Grading Designation: ...........................................................................................................................................................

CIDB Contractor Registration Number: ................................................................................................................................................

Expiry Date: ...........................................................................................................................................................................................
**PART A: INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED**

|-------------|----------------------------------|---------------|-----------------|---------------|-------|

**DESCRIPTION**

PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:**

SANRAL WESTERN REGION
1 HAVENGA STREET
OAKDALE, 7530

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON: Ms Vhahangwele Thandavhathu
TELEPHONE NUMBER: (021) 957 4600
FACSIMILE NUMBER: (021) 910 1699
E-MAIL ADDRESS: ThandavhathuV@nra.co.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON: Ms Gretchen Weber-Cherry
TELEPHONE NUMBER: (021) 957 4600
FACSIMILE NUMBER: (021) 910 1699
E-MAIL ADDRESS: webercherryg@nra.co.za

**SUPPLIER INFORMATION**

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>POSTAL ADDRESS</th>
<th>STREET ADDRESS</th>
<th>TELEPHONE NUMBER</th>
<th>CODE</th>
<th>NUMBER</th>
<th>CELLPHONE NUMBER</th>
<th>FACSIMILE NUMBER</th>
<th>CODE</th>
<th>NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUPPLIER COMPLIANCE STATUS**

<table>
<thead>
<tr>
<th>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</th>
<th>TAX COMPLIANCE SYSTEM PIN:</th>
<th>OR</th>
<th>CENTRAL SUPPLIER DATABASE No:</th>
<th>MAAA</th>
</tr>
</thead>
<tbody>
<tr>
<td>tick applicable box</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE**

<table>
<thead>
<tr>
<th>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?</th>
<th>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED?</th>
<th>[IF YES ENCLOSE PROOF]</th>
<th>[IF YES ANSWER THE QUESTIONNAIRE BELOW]</th>
</tr>
</thead>
<tbody>
<tr>
<td>yes</td>
<td>yes</td>
<td>[IF YES ENCLOSE PROOF]</td>
<td>[IF YES ANSWER THE QUESTIONNAIRE BELOW]</td>
</tr>
<tr>
<td>no</td>
<td>no</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

<table>
<thead>
<tr>
<th>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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 RETYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

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 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 VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.

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

2.4. **BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.**

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

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

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

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

SIGNATURE OF BIDDER: ..........................................................

CAPACITY UNDER WHICH THIS BID IS SIGNED: ..........................................................

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

DATE: ..........................................................
FORM B1: CONTRACTOR’S ESTABLISHMENT ON SITE

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Note to Tenderer:
If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item B13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the pricing schedule, these items and the value of such additional compensation shall also be set out in a letter attached to this form.

Should the combined, extended total tendered for Item B13.01 The contractor’s general obligations:

a) Fixed obligations
b) Value-related obligations
c) Time-related obligations

exceed a maximum of 20% of the tender sum, the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

The relevant regional project engineer will duly consider these reasons but reserves the right to consider the tendered rates to be imbalanced and to deal with them in terms of Tender Data clause 5.9 contained in this volume.

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT) ........%
FORM B2: SCHEDULE OF SPECIAL MATERIALS

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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.

<table>
<thead>
<tr>
<th>SPECIAL MATERIAL</th>
<th>UNIT*</th>
<th>RATE OR PRICE FOR THE BASE MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bitumen (Net bitumen content)</td>
<td>Ton</td>
<td>As stated on supplier’s letter attached to this form.</td>
</tr>
</tbody>
</table>

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

SIGNED BY TENDERER:..........................................................................................................................
FORM C1.1:  TENDERER’S B-BBEE VERIFICATION CERTIFICATE

Notes to tenderer:
1. The tenderer shall attach to this form a valid original or original certified copy of the 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.
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 tender closing date (see Tender Data 4.15).
3. In the event of a unincorporated joint venture (JV), a project specific (SANRAL project number indicated) consolidated B-BBEE verification certificate in the name of the JV, shall be attached, as well as a valid B-BBEE verification certificate for each member of the JV on which the JV certificate was calculated.
4. The attached verification certificate and the associated assessment report shall comply with the requirements of Tender Data clause 5.11.8 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.
   (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 and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also attached to this form.
FORM C1.2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (INCORPORATING SBD6.1)

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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


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).

2. (a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

2.1 Points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contributor.

2.2 The maximum points for this bid are allocated as follows:

| POINTS |
|-----------------|-----------------|
| PRICE           | 80              |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20              |
| Total points for Price and B-BBEE must not exceed | 100 |

2.3 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.

2.4 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.

3. 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.

(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.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
</tbody>
</table>

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
7. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

7.1 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.)

8. **SUB-CONTRACTING**

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

   YES [ ] NO [ ]

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted %

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:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME ✓</th>
<th>QSE ✓</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
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<tr>
<td>Any EME</td>
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<td>Any QSE</td>
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9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm: .....................................................................................................................

9.2 VAT registration number: ..................................................................................................................

9.3 Company registration number: ...........................................................................................................

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

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....................................................................................................................................................................
9.6 COMPANY CLASSIFICATION *(Tick applicable box)*

- [ ] Manufacturer
- [ ] Supplier
- [ ] Professional service provider
- [ ] Other service providers, e.g. transporter, etc.

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

9.8 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 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:

1. ..............................................................

2. ..............................................................

SIGNATURE(S) OF BIDDERS(S)

DATE: ..............................................................

ADDRESS ..............................................................

..............................................................
FORM D1: SCHEDULE OF TENDERER’S PLANT AND EQUIPMENT

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Note to tenderer:
The tenderer shall provide details of the major plant and equipment required for this project.

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

a) Constructional plant immediately available (I)
b) Constructional plant on order (O)
   (State details of arrangements made, with delivery dates)
c) Constructional plant that will be acquired or hired (H)
   (State details of delivery arrangements)

<table>
<thead>
<tr>
<th>PLANT AND EQUIPMENT TYPE</th>
<th>NUMBER TO BE USED ON THIS PROJECT</th>
<th>DATE OF MANUFACTURE</th>
<th>AVAILABILITY (State either I, O or H)</th>
</tr>
</thead>
<tbody>
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SIGNED BY TENDERER:..................................................................................................................
FORM D2:  TENDERER’S METHOD STATEMENT

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Note to tenderer:
The tenderer shall provide a method statement with the details as indicated on this form.

The method statement must respond to the Scope of Work and Site Information under Part C4 and outline the proposed approach/methodology. The method statement should articulate what value the Tenderer will add by in achieving the stated objectives for the project.

The Tenderer must as such explain the following:
- Its understanding of the objectives of the assignment and the Employer’s stated and implied requirements,
- Highlight the issues of importance and explain the technical approach they would adopt to address them, and
- Explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach his/her approach paper to this page. The approach paper should not be longer than 5 pages.

SIGNED BY TENDERER: ........................................................................................................................................
**FORM D3: TENDERER’S ORGANISATION AND STAFFING**

**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 the road construction/transport industry. 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. Except for the MD, all of others must submit Forms D4. The same person may perform multiple roles.

### Organogram

- **Managing Director**
  - Contracts Director
  - Civils and earthworks
  - Director 1
  - H&S
  - Other directors
  - Employee 1
  - Assistant to C&E
  - 4 other employees
  - Employee 2

### 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 (Pr CM)
- **See note 5**

### Total Employees:
- **State 100% if no JV**

<table>
<thead>
<tr>
<th>Name of employee</th>
<th>Position in team</th>
<th>Estimated monthly hours</th>
<th>Relevant specialist areas of knowledge demonstrating suitability for position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Director</td>
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<td></td>
<td></td>
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<tr>
<td>Contracts Director</td>
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<tr>
<td>Contracts Manager</td>
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<tr>
<td>Construction manager</td>
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<tr>
<td>(Contractor’s Representative)</td>
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</tbody>
</table>

**SIGNED BY TENDERER:** ...........................................................................................................................................
FORM D4.1: TENDERER'S KEY PERSONNEL EXPERIENCE (CONTRACTS DIRECTOR)

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Note to tenderer:
The tenderer shall provide details of previous experience required for this project. The tenderer is referred to clause 4.1.1 (b) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, in order for the tenderer to be eligible to submit a tender for this project. Proof of registration must be appended to this form.

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION IN TEAM</th>
<th>ECSA Reg. No</th>
<th>ECSA Category</th>
<th>SACPCMP Reg No</th>
<th>SACPCMP Category</th>
<th>No. of Years Experience</th>
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<tbody>
<tr>
<td>CONTRACTS DIRECTOR</td>
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</table>

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)

<table>
<thead>
<tr>
<th>CLIENT</th>
<th>DESCRIPTION OF PROJECT</th>
<th>PROJECT START DATE</th>
<th>PROJECT END DATE</th>
<th>VALUE</th>
<th>POSITION HELD</th>
<th>CONTACT PERSON AND FIRM</th>
<th>CONTACT NO.</th>
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Comments:

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

SIGNED BY TENDERER: ...........................................................................................................
FORM D4.2: TENDERER’S KEY PERSONNEL EXPERIENCE (CONTRACTS MANAGER)

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Note to tenderer:
The tenderer shall provide details of previous experience required for this project. The tenderer is referred to clause 4.1.1 (b) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, in order for the tenderer to be eligible to submit a tender for this project. Proof of registration must be appended to this form.

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION IN TEAM</th>
<th>ECSA Reg. No</th>
<th>ECSA CATEGORY</th>
<th>SACPCMP Reg No</th>
<th>SACPCMP CATEGORY</th>
<th>No. OF YEARS EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTS MANAGER</td>
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</table>

Technical/Managerial Experience
(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of

<table>
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<tr>
<th>CLIENT</th>
<th>DESCRIPTION OF PROJECT</th>
<th>PROJECT START DATE</th>
<th>PROJECT END DATE</th>
<th>VALUE</th>
<th>POSITION HELD</th>
<th>CONTACT PERSON AND FIRM</th>
<th>CONTACT NO.</th>
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Comments:

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

SIGNED BY TENDERER: ..........................................................
FORM D4.3:  TENDERER’S KEY PERSONNEL EXPERIENCE (CONSTRUCTION MANAGER (CONTRACTOR’S REPRESENTATIVE))

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Note to tenderer:
The tenderer shall provide details of previous experience required for this project. The tenderer is referred to clause 4.1.1 (b) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, in order for the tenderer to be eligible to submit a tender for this project. Proof of registration must be appended to this form.

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION IN TEAM</th>
<th>ECSA Reg.No</th>
<th>ECSA Category</th>
<th>SACPCMP Reg No</th>
<th>SACPCMP Category</th>
<th>No. of Years Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSTRUCTION MANAGER (CONTRACTOR’S REPRESENTATIVE)</td>
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</table>

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)

<table>
<thead>
<tr>
<th>CLIENT</th>
<th>DESCRIPTION OF PROJECT</th>
<th>PROJECT START DATE</th>
<th>PROJECT END DATE</th>
<th>VALUE</th>
<th>POSITION HELD</th>
<th>CONTACT PERSON AND FIRM</th>
<th>CONTACT NO.</th>
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Comments:

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

SIGNED BY TENDERER: ..........................................................
**FORM D5.1:TENDERER’S EXPERIENCE based on completed projects**

**CONTRACT SANRAL N.002-078-2019/2**  
**PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)**

**Note to tenderer:**  
The tenderer shall provide details of previous experience required for this project as well as of contract performance.

The experience of the Tenderer or joint venture partners in a consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work required for this project. Tenderers should briefly provide details of 3 completed in the past 5 years of relevant project(s), whose individual value exceeds R 28 million as specified in the Tender Data 4.1.1(b).

The Tenderer must also attach a CIDB’s Contractor’s Performance Evaluation Certificate for each listed project, to this form.

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

<table>
<thead>
<tr>
<th>CLIENT</th>
<th>DESCRIPTION OF PROJECT</th>
<th>PROJECT START DATE</th>
<th>PROJECT END DATE</th>
<th>VALUE OF WORK (i.e. the service provided) inclusive of VAT (Rand)</th>
<th>NUMBER OF MONTHS DELAY ON PROJECT I.E. WHERE NO EXTENSION OF TIME GRANTED BY CLIENT</th>
<th>CONTACT PERSON AND FIRM</th>
<th>CONTACT NUMBER</th>
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Comments:

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

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

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Note to tenderer:
Submission of this form is optional. This form must be submitted if the tenderer does not comply with requirements of Form D5.1, and elects to list projects that are in progress to comply with afore-mentioned requirements.
The tenderer shall provide details of projects in progress whose certified value of work exceeds the specified amount in the Tender Data.

The experience of the Tenderer or joint venture partners in a consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.

Tenderers should briefly provide details of 3 current relevant projects, whose value of certified work exceeds 80% of the project award value, and the individual value exceeds R 28 million as specified in the Tender Data 4.1.1(b).

The Tenderer must attach a letter from the Project Employer confirming the value certified as at the Closing date and stating the Tenderers' performance interim evaluation score, in line with the CIDB’s Contractor’s Performance Rating system.

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

<table>
<thead>
<tr>
<th>CLIENT</th>
<th>DESCRIPTION OF PROJECT</th>
<th>PROJECT START DATE</th>
<th>PROJECT END DATE</th>
<th>AWARD VALUE OF WORK (i.e. the service provided) inclusive of VAT (Rand)</th>
<th>VALUE OF WORKS CERTIFIED BY THE ENGINEER</th>
<th>CONTACT PERSON AND FIRM</th>
<th>CONTACT NUMBER</th>
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Comments:

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

SIGNED BY TENDERER: ............................................................................................................................................
FORM D6: TENDERER'S INDICATIVE PROGRAM

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Notes to tenderer:
1. The tenderer shall attach an indicative programme, reflecting the:
   • Contract period;
   • proposed sequence or order of execution of the work;
   • Resources anticipated; and
   • tempo of execution of the various activities comprising the work for this contract.
2. The programme shall be in accordance with the information provided in Form D1: Schedule of Tenderer’s Plant and Equipment, Form D2: Tenderer’s Method Statement, Form D7: Schedule of Estimated Monthly Expenditure, Form D8: Schedule of Subcontractors, and with all other aspects of the tender.
3. If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall also be attached to the Pricing Schedule for the alternative proposal.

SIGNED BY TENDERER: ...........................................................................................................................................................................
FORM D7: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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

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

<table>
<thead>
<tr>
<th>CERTIFICATE / MONTH</th>
<th>VALUE</th>
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<tbody>
<tr>
<td>1</td>
<td>R..................</td>
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<tr>
<td>2</td>
<td>R..................</td>
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<td>6</td>
<td>R..................</td>
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<tr>
<td>7(FINAL)*</td>
<td>R..................</td>
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</tbody>
</table>

TOTAL: R..........................................

* Final payment at end of Defects Notification Period is for balance of retention and any other payments due.

SIGNED BY TENDERER: ..................................................................................................................
With regard to sub-clause 4.4 of the FIDIC Conditions of Contract as amended:

\textbf{Notes to tenderer:}\n\begin{enumerate}
    \item The tenderer shall list below the items of work he intends to subcontract.
    \item Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.
\end{enumerate}

<table>
<thead>
<tr>
<th>ITEM OF WORK</th>
<th>NAME OF SUBCONTRACTOR (IF KNOWN) AND INDICATE SPECIALIST SUBCONTRACTORS WITH “S”</th>
<th>% VALUE OF THE TENDER AMOUNT SUB-CONTRACTED</th>
<th>B-BBEE STATUS LEVEL OF SUB-CONTRACTOR</th>
<th>STATE IF TARGETED ENTERPRISE</th>
<th>STATE IF EME</th>
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SIGNED BY TENDERER: ..............................................................................................................................................
FORM D9: CORPORATE SOCIAL INVESTMENT

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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

Notes to tenderer:
1. The tenderer shall list below his own Corporate Social Investment initiatives that will actively be pursued for this project.
2. The Corporate Social Investment initiatives will be evaluated and applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000.

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FORM F1:  SCHEDULE OF TENDER COMPLIANCE

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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.

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SIGNED BY TENDERER: ...........................................................................................................................................
PART C1: AGREEMENTS AND CONTRACT DATA
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C1.1 FORMS OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER (Incorporating SBD7)

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

Sir,

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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 Federation Internationale des Ingenieurs-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.

4. PRICE OFFERED

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

...........................................................................................................................................................................(in words)
(R ........................................................................................................................................................................ in figures)

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

5. PREFERENCE CLAIMED

I/we claim the following B-BBEE contributor status level ....................... as per Returnable Schedule Form C1: Tenderer’s B-BBEE Verification Certificate subject to Tender Data 5.11.8. In the event of any difference between the above stated status level and the Verification Certificate attached to Form C1, the Verification Certificate shall apply.

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

7. Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A4: Schedule of Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption and misrepresentation.

Yours faithfully

PROFORMA DOCUMENT FOR CONSTRUCTION VERSION 28.DOC
19 July 2019
SIGNATURE: .......................................................... DATE:.................................................................

NAME (IN CAPITALS): ..........................................................................................................................

CAPACITY: ........................................................................................................................................

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

Certificate of Authority for signature..................................................................................................

NAME AND ADDRESS OF ORGANISATION: ..................................................................................
..........................................................................................................................................................

NAME AND SIGNATURE OF WITNESSES:

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

WITNESS 2:
SIGNATURE: ....................................................................................................................................
NAME (IN CAPITALS): ..........................................................................................................................
To (Name of successful tenderer)

Dear Sir,

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

ACCEPTANCE OF OFFER

1. It is our pleasure to inform you that the South African National Roads Agency SOC Ltd (the Employer) accepts your select if applicable corrected/corrected alternative/alternative offer in the amount of R…………… (i.e. including VAT but excluding CPA, and any contingent sum not in the priced schedule) for a contract period of ………… months and with a Base date of …………(28 days prior to the closing date of 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 Federation Internationale des Ingenieurs-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 the Work,
Part C4: Site Information, and
Part C5: Annexures

Together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into the Parts listed above.

5. Deviations and/or qualifications included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. In the event that an alternative offer is accepted, it is a fundamental condition of acceptance that all responsibilities and concomitant liabilities arising from the alternative design pass from us to you. 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 (Act 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”). Within 7 calendar days of the date of this Form of Acceptance you shall provide proof that you are SARS compliant. Failure to fulfil this obligation shall constitute a repudiation of this agreement.

8. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:
   i. Two Performance Securities (per clause 4 of the FIDIC Conditions of Contract) a proforma of which is attached for your reference. The 6% and 6% calculation for the two Performance Securities shall be based on the accepted contract value (excluding VAT) as contained in this form and there shall be no deviations from the wording of the proforma Performance Security.
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 currency 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

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.

viii. Nominated DAB member details.

Failure to fulfil either of the obligations (i), (ii) and (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 shall be that on which the commencement meeting is held, which shall not be later than …. Access to the Site shall be on the date stated on the Letter of Access to the Site, which date shall not be prior to the Employer being in possession of the Construction Work Permit. The expected time for access to the site is within 56 days after the date of this form. Note to compiler: For contracts where no application for a permit to do construction work is required from the Department of Labour i.t.o. Construction Regulation 3(2), add the following sentence: on the Commencement Date.

11. Notwithstanding that a full, original-signed copy of the contract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this 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
EMPLOYER’S NAME AND ADDRESS: 
AUTHORITY TO ACT: SANRAL’s Delegation of Powers Item 2.4.1.2

NAME & SIGNATURE OF WITNESSES:

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

WITNESS 2:
SIGNATURE: ..............................................................................................................................
NAME (IN CAPITALS): ................................................................................................................
C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

Schedule of deviations

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

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

1. Subject: ......................................................................................................................................................
   Details: ...........................................................................................................................................................

2. Subject: ..........................................................................................................................................................
   Details: ............................................................................................................................................................

3. Subject: ..........................................................................................................................................................
   Details: ............................................................................................................................................................

4. Subject: ..........................................................................................................................................................
   Details: ............................................................................................................................................................

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.
**C1.2 CONTRACT DATA**

**C1.2.1 CONDITIONS OF CONTRACT**

Note to tenderer:
1. The Conditions of Contract for Construction (1999 edition) published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), as amended, shall apply to this contract. The amendments are those published by FIDIC and reproduced hereafter, together with additional amendments (particular conditions of contract) as prescribed by the South African National Roads Agency SOC Limited.

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PART A: GENERAL CONDITIONS - FIDIC AMENDMENTS

Up to 30 July 2019 the following amendments have been issued by FIDIC.

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<tr>
<td>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.</td>
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**GENERAL PROVISIONS**

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<td>2</td>
<td>In the middle of the third line of Sub-Clause 1.1.2.9, delete “under”.</td>
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<td>26</td>
<td>In the title of Sub-Clause 8.1, substitute “Works” for “Work”.</td>
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<td>56</td>
<td>In the penultimate line, delete the parentheses “(, and “)”.</td>
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<td>60</td>
<td>Sub-Clause 20.3, in the line following sub-paragraph (d), delete “Particular Conditions” and substitute “Appendix to Tender”.</td>
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<td>68</td>
<td>In the third line of Clause 9, delete the two words “notice to”.</td>
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<td>14</td>
<td>Under Sub-Clause 14.9, delete “EXEMPTION” and substitute “RETENTION”.</td>
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PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

FOREWORD

Add the following illustrative chart as a clarification of the sequence of the Contract activities as amended in this Particular Conditions:

Typical sequence of Principal Events during Contracts for Construction as amended

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 giving the Contractor right of access to the Site 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 “Targeted Enterprise” means an enterprise defined in Section D of Part C3 Scope of Work.”

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”.

Add the following:

“1.1.3.10 “Mobilisation Period” means the period as stated in the Appendix to Tender, or the period between the Commencement Date and the date that the Contractor starts with the execution of the Permanent Works, whichever is the shortest.

1.1.3.11 “working day” means a day that is not listed as a Special non-working day”

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 of Documents

Insert the following at the end of the 1st 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 Specifications (Scope of Works (Part C3))
(f) the project Drawings,
(g) the standard Specifications,
(h) the Bill of Quantities (Pricing Data (Part C2)); and
(i) the Schedules and any other documents forming part of the Contract.”
1.6 Contract Agreement

Replace the 1st two sentences with the following:

“The Parties shall enter into a Contract Agreement when the Employer issues the Form of Acceptance (see Particular Condition 1.1.1.3). 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, 8.8, 10.1, 11.9 and 13.3 as amended in these Particular Conditions.”

Add the following new sixth and seventh paragraphs:

“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 below the 4th paragraph:

“With regard to the Contractor’s proposals submitted under the item of the Scope of Works titled “Section 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 1st and 2nd Performance Securities (as stated in the Appendix to Tender) 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 Securities 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 Securities shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents or in another form approved by the Employer.”

Delete the last paragraph and replace with the following:

“The Employer shall return the 1st Performance Security (as stated in the Appendix to Tender) to the Contractor within 21 days after the Engineer has certified that all outstanding work have been completed and all defects have been remedied, and shall return the 2nd Performance Security (as stated in the Appendix to Tender) within 21 days after issuing the Performance Certificate.”
4.4 Subcontractors

Change the title to read “Subcontractors and Suppliers”

In the 1st paragraph delete “the whole of the Works” and add “more than the percentage of the Works as stated in the Appendix to Tender 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;

(ii) If the Subcontractor is a Targeted Enterprise, the Contractor undertakes to make payment within 14 days after the date on which the Subcontractor has submitted a statement for payment or a claim for payment to the Contractor for work completed or goods delivered in accordance with the contract between the Contractor and Subcontractor;

(iii) If the Subcontractor is not a Targeted Enterprise, the Contractor undertakes to make payment within 30 days after the date on which the Subcontractor has submitted a statement for payment or a claim for payment to the Contractor for work completed or goods delivered in accordance with the contract between the Contractor and Subcontractor.

(h) The Contractor shall disclose all subcontracting arrangements.

(i) The Contractor shall not subcontract more than 25% of the value of the contract (including value of work allocated to Targeted Enterprise(s) but excluding work specified in the Scope of Works to be procured through the Employer’s Supply Chain Procurement process) to any Subcontractor with a lower B-BBEE status level than the Contractor, unless the intended Sub-contractor(s) is an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract, and the value of the subcontracted work is below the EME threshold.

(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 12 (twelve) 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.

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:

(i) the contract shall not be terminated;

(ii) the Contractor shall not be penalised up to 10% of the value of the contract.”

4.7 Setting Out

Amend the 2nd line of the 2nd 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.”

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.”

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 titled: Section E: Requirements of the Occupational Health and Safety Act and Regulations.”

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

Delete the contents in its entirety and replace with the following:

“The Contractor shall submit an initial programme for the execution of the Works to the Engineer within 28 days after the Commencement Date. This programme shall be prepared using programming software stated in the Specification (if not stated, the programming software acceptable to the Engineer). The Contractor shall also submit a revised programme which accurately reflects the actual progress of the Works, every month.

The initial programme and each revised programme shall be submitted to the Engineer in one paper copy, one electronic copy and additional paper copies (if any) as stated in the Appendix to Tender, and shall include:

(a) the Commencement Date and the Time for Completion, of the Works and of each Section (if any);
(b) the date right of access to and possession of (each part of) the Site is to be given to the Contractor in accordance with the time (or times) stated in the Appendix to Tender. If not so stated, the dates the Contractor requires the Employer to give right of access to and possession of (each part of) the Site;
(c) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), preparation and submission of Contractor’s Documents, procurement, manufacture, inspection, delivery to Site, construction, erection, installation, work to be undertaken by any nominated Subcontractor (as defined in Sub-Clause 5.1) [Nominated Subcontractors] and testing;
(d) the Review periods for any submissions or mix designs stated in the Specification or required under these Conditions;
(e) the sequence and timing of inspections and tests specified in, or required by, the Contract;
(f) for a revised programme: the sequence and timing of the remedial work (if any) to which the Engineer has given a notice to the Contractor under Sub-Clause 7.5 [Rejection] and/or the remedial work (if any) instructed under Sub-Clause 7.6 [Remedial Work];
(g) all activities (to the level of detail stated in the Specification), logically linked and showing the earliest and latest start and finish dates for each activity, the float, and the critical path(s);
(h) the dates of all locally recognized days of rest and holiday periods and special non-working days defined in the Appendix to Tender (if any);
(i) all key delivery dates of Plant and Materials;
(j) for a revised programme and for each activity: the actual progress to date, any delay to such progress and the effects of such delay on other activities (if any);
(k) the expected delays as specified in the specification, resulting from inclement weather, as a terminal float;
(l) embargo hours and days as specified in the specifications and Appendix to Tender;
(m) any restricted working conditions as specified in the specifications and Appendix to Tender;
(n) requirements of the EMP and OHS; and
(o) a support report which includes:
   (i) a description of all the major stages of the execution of the Works;
   (ii) a general description of the methods which the Contractor intends to adopt in the execution of the Works;
   (iii) details showing the Contractor’s reasonable estimate of the number of each class of Contractor’s Personnel, and Sub-contractors, and of each type of Contractor’s Equipment, required on the Site, for each major stage of the execution of the Works;
   (iv) the forecast cashflow within the defined contract period relative to the programme;
   (v) if a revised programme, identification of any significant change(s) to the previous programme submitted by the Contractor; and
   (vi) the Contractor’s proposals to overcome the effects of any delay(s) on progress of the Works.

The Engineer shall Review the initial programme and each revised programme submitted by the Contractor and may give a Notice to the Contractor stating the extent to which it does not comply with the Contract or ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations. If the Engineer gives no such Notice:
- within 21 days after receiving the initial programme; or
- within 14 days after receiving a revised programme,
the initial programme or revised programme (as the case may be) shall be the Programme.

The Contractor shall proceed in accordance with the Programme, subject to the Contractor's other obligations under the Contract. The Employer's Personnel shall be entitled to rely on the Programme when planning their activities.

Nothing in any programme, the Programme or any supporting report shall be taken as, or relieve the Contractor of any obligation to give, a Notice under the Contract.

Each Party shall advise the other and the Engineer, and the Engineer shall advise the Parties, in advance of any known or probable future events or circumstances which may adversely affect the work; adversely affect the performance of the Works when completed; increase the Contract Price; and/or delay the execution of the Works or a Section (if any).

The Engineer may request the Contractor to submit a proposal under Sub-Clause 13.3 [Variation Procedure] to avoid or minimise the effects of such event(s) or circumstance(s).

8.4 Extension of Time for Completion

In the 1st paragraph after “... will be delayed by any of the following causes” add “and all float in the programme has been utilised”.

Amend sub sub clause (c) to the following:

“(c) exceptionally adverse climatic conditions, which for the purpose of these Conditions shall mean adverse climatic conditions at the Site which are exceptional having regard to climatic data made available by the Employer and/or climatic data published in the Country for the geographical location of the Site, and calculated as stated in the Appendix to Tender,”

Add the following as a 3rd paragraph:

“If a delay caused by a matter which is the Employer’s responsibility is concurrent (that is the effect of the events are felt at the same time) with a delay caused by a matter which is the Contractor’s responsibility, the Contractor’s entitlement to Extension of Time shall be assessed after taking into account any contribution to the delay caused by a matter which is the Contractor’s responsibility and the
Contractor shall only be entitled to Extension of Time if the Employer delay exceeds the Contractor delay.”

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 1st 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 B13.01(j), 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 2nd 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. 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 Specification for each Provisional Sum and Prime Cost Sum, prior to any work being performed under a Provisional Sum or Prime Cost Sum.”

13.8 Adjustments for Changes in Costs

Delete from the 3rd sentence of the 3rd paragraph until the end of the sub-clause and substitute:

“The formula shall be as follows:

\[ Pt = (1 - x) \left[ (a L_t/L_o) + (b E_t/E_o) + (c M_t/M_o) + (d F_t/F_o) - 1 \right] \]

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 “14”

Add the following new sentences at the end of the 1st 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."

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 calculated at the simple annual rate of two percentage points above the prime lending rate of the South African Reserve Bank.”

In the 3rd paragraph, replace “… entitled to this payment without formal notice …” with the following:

“… entitled to this payment with formal notice …”

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,”

Add the following sub-paragraphs:

“(g) misrepresented, whether innocently, negligently or fraudulently, the true facts requested in the tender documents; or

(h) acts in such a way, on this contract or any other contract with the Employer, that a statute relating to the combating of fraud, corruption, uncompetitive practice and the like can be invoked.”

Replace the 2nd paragraph with the following:

“Unless the Contractor remedies the matter described in the Notice to Terminate above within 14 days of receiving the Notice to Terminate, the Employer may by giving a Notice of Termination to the Contractor immediately terminate the Contract. The date of termination shall be the date stated in the Notice of Termination.

In the case of sub-paragraph e), f), g) or h) the Employer may by giving a Notice of Termination immediately terminate the Contract and the date of termination shall be the date of the Notice of 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 1st sentence of the 2nd paragraph, insert “to the Works, Good or Contractor’s Documents” after the word “damage”.

17.6 Limitation of liability

In the 3rd line of the 1st 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”.

Insert the following as a new 3rd paragraph:

...
“Events as listed in sub-paragraph (iii) above may only be classified a “Force Majeure” event, if the following additional conditions are 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 ensured 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 1st line insert “or supplier” after the word “Subcontractor”

20.1 Contractor’s Claims

Insert the following at the end of the 5th paragraph:

“If the Contractor fails to submit a fully detailed claim within the 42 days or within such other period as approved by the Engineer, or in the event of the claim having a continuing effect, fails to submit monthly interim claims or fails to submit a final claim within the 28 days or within such period as approved by the Engineer, then the notice given by the Contractor under this clause shall be deemed to have lapsed.”

Insert the following after the 6th paragraph:

“If the Engineer disapprove the claim or if the Engineer does not respond within the timeframe defined in this Sub-Clause, the Contractor may consider that the claim is disapproved by the Engineer and may refer it to the Dispute Adjudication Board in accordance with Sub-Clause 20.4 [Obtaining Dispute Adjudication Board’s Decision], provided that unless this right of referral is exercised within 28 days after the defined timeframe has expired, the Contractor shall be deemed to have agreed that the claim is disapproved and that he has no further claim regarding the same event or circumstance.”

Insert the following as the beginning of the 8th paragraph:

“Within the period of 42 days defined in the 6th paragraph or within such other period as may be proposed by the Engineer and approved by the Contractor, .........”

20.2 Appointment of the Dispute Adjudication Board

In the 2nd paragraph, replace the full stop at the end of the 1st sentence with a comma and add the following:

“, each of whom shall be fluent in the language for communication defined in the Contract and shall comply to the requirements as Stated in the Appendix to Tender.”

20.3 Failure to Agree Dispute Adjudication Board

In the 1st paragraph under b), insert a comma after the trailing bracket and insert the following:

“...), or fails to approve a member nominated by the other Party,”

20.4 Obtaining Dispute Adjudication Board’s Decision

Add the following three new paragraphs before the 1st paragraph:

“If the Parties so agree, and there is a standing DAB, they may jointly request (in writing, with a copy to the Engineer) the DAB to provide assistance and/or informally discuss and attempt to resolve any issue
or disagreement that may have arisen between them during the performance of the Contract. If the DAB becomes aware of an issue or disagreement, it may invite the Parties to make such a joint request.

Such joint request may be made at any time, except during the period that the Engineer is carrying out his/her duties under Sub-Clause 3.5 [Determination] on the matter at issue or in disagreement unless the Parties agree otherwise.

Such informal assistance may take place during any meeting, Site visit or otherwise. However, unless the Parties agree otherwise, both Parties shall be present at such discussions. The Parties are not bound to act on any advice given during such informal meetings, and the DAB shall not be bound in any future dispute resolution process, or decision by any views or advice given during the informal assistance, whether provided orally or in writing."

Add the following after the 1st paragraph:

“If the Engineer’s Determination given in accordance with Sub-Clause 3.5 [Determination], is disputed, and there is a standing DAB, the dispute details and supporting information shall be submitted to the DAB within 56 days after the Engineer has made the Determination. If the dispute details and supporting information is not submitted within this period, it shall be deemed that the DAB gave a decision supporting the Engineer’s Determination.

If the Engineer’s Determination given in accordance with Sub-Clause 3.5 [Determination], is disputed, and there is not a standing DAB, the Parties shall proceed to appoint a DAB in terms of Sub-Clause 20.2 [Appointment of the Dispute Adjudication Board].”

20.5 Amicable Settlement

In the 1st and 2nd sentence, replace the word “arbitration” with “litigation”

20.6 Arbitration

Replace this Sub-Clause with the following:

“20.6 Litigation

Unless settled amicably, any dispute in respect of which the DAB’s decision (if any) has not become final and binding shall be settled by litigation in the High Court having jurisdiction over the dispute.

Unless otherwise agreed by both Parties:
(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) nothing shall disqualify the Engineer from being called as a witness and giving evidence before the court on any matter whatsoever relevant to the dispute concerned, and
(c) the court shall have full power to open up, review and revise any determination, decision, order, instruction, certificate or valuation of the Engineer, and any decision of the DAB, relevant to the dispute.”

20.7 Failure to comply with Dispute Adjudication Boards’ Decision

Replace “arbitration” in the last paragraph with “litigation”

20.8 Expiry of Dispute Adjudication Board’s Appointment

Replace “arbitration” in subparagraph (b) with “litigation”

APPENDIX General Conditions of Dispute Adjudication Agreement

Add the following as a 1st paragraph:

“The “Dispute Adjudication Agreement” shall be in the form of the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, and the Conditions of the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, shall apply.”
Annex PROCEDURAL RULES

Add the following as a 1st paragraph:

“The Procedural Rules as contained in the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, shall apply.”
APPENDIX TO TENDER: CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Cl No</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer</td>
<td>1.1.2.4</td>
<td>means South African National Roads Agency SOC Limited The engineer’s address to be used for this contract is: Physical address: 1 Havenga Street Oakdale,7530 Postal address: Private Bag X19 Bellville,7535 Email address: <a href="mailto:webercherryg@nra.co.za">webercherryg@nra.co.za</a></td>
</tr>
<tr>
<td>Time for Completion</td>
<td>1.1.3.3</td>
<td>6 months maximum (including the contractor’s holidays in December and January), of which 2 months maximum will be the Mobilisation Period</td>
</tr>
<tr>
<td>Defects for notification period</td>
<td>1.1.3.7</td>
<td>12 calendar months</td>
</tr>
<tr>
<td>Mobilisation Period</td>
<td>A1.1.3.10</td>
<td>2 months maximum commencing on the Commencement Date.</td>
</tr>
<tr>
<td>Electronic transmission system</td>
<td>1.3</td>
<td>Email</td>
</tr>
<tr>
<td>Communications</td>
<td>1.3</td>
<td>The addresses for communication between the parties shall be: Employer: Physical address: 1 Havenga Street Oakdale,7530</td>
</tr>
<tr>
<td>Section</td>
<td>Clause</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>Law and Language</td>
<td>1.4</td>
<td>The law governing this Contract is South African law.</td>
</tr>
<tr>
<td>Access to the site</td>
<td>2.1</td>
<td>As stated in the Form of Acceptance</td>
</tr>
<tr>
<td>Performance Security</td>
<td>A4.2</td>
<td>Two Performance Securities totalling 12% of the Accepted Contract Amount (excluding VAT) are required as follows: (a) The first shall be in the amount of 6% of the Accepted Contract Amount. (b) The second shall be in the amount of 6% of the Accepted Contract Amount.</td>
</tr>
<tr>
<td>Contractor’s Representative</td>
<td>4.3</td>
<td>The Contracts Manager shall be employed full time on the Works, the single point accountability and responsible for the management of the construction works and shall be registered with SACPCMP as PrCM or ECSA as PrEng or PrTechEng, PrTechni</td>
</tr>
<tr>
<td>Subcontractors and suppliers</td>
<td>A4.4</td>
<td>The percentage of the contract value that may be sublet shall not exceed 50% if the Targeted Enterprises subletting target is equal or less than 30% and not exceed 70% if the Targeted Enterprises subletting target is more than 30%.</td>
</tr>
<tr>
<td>Rates of Wages and Conditions of Labour</td>
<td>A6.2</td>
<td>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 No. 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 all his Subcontractors except where a specific industry publishes its own wage rates and conditions of labour</td>
</tr>
<tr>
<td>Special non-working hours/days</td>
<td>A6.5</td>
<td>(a) All designated public holidays (including all foreseeable statutory declared election days) (b) The annual shut-down period between December and January (c) Day before Easter Weekend (d) Day of State school term closure (e) Other non-working days and restricted working hours specified in section B1200 (f) Sundays (g) Between sunset and sunrise</td>
</tr>
<tr>
<td>Contractor’s Personnel</td>
<td>A6.9</td>
<td>The Contractor shall provide the key personnel (as indicated in form C1.2.3 - Appendix to Tender: Contract Data – Information Provided by the Tenderer). Where the key personnel are no longer available to undertake the necessary work</td>
</tr>
</tbody>
</table>
Commencement Date | A8.1 | As stated in the Form of Acceptance  
Period in which Works must commence | A8.1 | Not prior to the date of Access to Site and not later than 2 Months after the Commencement Date  
Programme submission | A8.3 | One paper copy and one electronic copy  
Date(s) of access | A8.3(b) | As per clause 2.1 Access to site  
Special non-working days | A8.3(h) | As per clause 6.5 Working hours  
Embargo hours and days | A8.3(l) | None  
Restricted working conditions | A8.3(m) | Accommodation of traffic restrictions  
| | | During the contractor’s annual shutdown period between December and January, the contractor shall maintain two-way traffic within the contract limits.  
| | | The Contractor will be allowed a maximum of 2 simultaneous stop/go closures on the N2 each with a maximum length of 2 km, with 4 km gaps between sequential closures as specified in Clause 1504.  
| | | The Contractor will not be allowed to apply fog spray during the afternoon and all fog spray must cease at 12h00 (mid day) in order to ensure breaking and drying of the emulsion.  
| | | The Contractor will not be allowed to keep zones closed during the night, unless in case of emergency and as permitted by the engineer, and all closures shall be re-opened to traffic by no later than 17h00 each day.  
| | | On any section the final roadmarking shall be applied no sooner than two weeks and not later than 4 weeks after the fog spray has been applied.  
Extension of time for completion | A8.4 | An exceptional adverse climatic condition shall be considered where the return period of the climatic condition exceed a return period of 1:10  
Delay damages | A8.7(a) | Delay Damages – R10000/day  
Other Non-compliance Charges | A8.7(b) | Other Non-compliance charges:  
i. Accommodation of traffic non-compliance as specified in B1502(l):  
   (i) Occurrence – R20 000.00/number  
   (ii) Time delay – R2000.00/hour  
i. Overloading – 2 x Unit Rate of material hauled x overload factor x distance hauled as specified in clause B1235 in the Scope of Works  
   iii. Contract Participation Targets – Calculated as per D1003(e)
iv. Contract Skills Development Goal – Calculated as per D1010

v. Subcontracting without disclosure or non-compliance to Subcontract agreement requirements – up to 10% of the Contract Price

Evaluation

A12.3 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).

Daywork allowances 13.6 Not required (Dayworks provided for in the pricing schedule)

Special materials A13.8 Bitumen binder extracted from petroleum based products and used on site. Including that used in asphalt, irrespective of whether it is produced and/or placed by the contractor or an approved sub-contractor

Adjustments for Changes in Cost A13.8 Statistical Releases published by Statistics South Africa

Base date for this contract is 28 days prior to the closing date of tender

TABLE OF ADJUSTMENT DATA

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>0.15</td>
</tr>
<tr>
<td>a</td>
<td>0.48</td>
</tr>
<tr>
<td>L</td>
<td>“Labour Index” and shall be the price index for “Consumer Price Index” for the Northern Cape Province, as published in the Statistical Release P0141, Table A, of Statistics South Africa.</td>
</tr>
<tr>
<td>b</td>
<td>0.37</td>
</tr>
<tr>
<td>E</td>
<td>“Equipment Index” and shall be the price index for “Plant and Equipment”, as published in the Statistical Release P0151.1, Table 4, of Statistics South Africa.</td>
</tr>
<tr>
<td>c</td>
<td>0.05</td>
</tr>
<tr>
<td>M</td>
<td>“Materials Index” and shall be the price index for the “Civil Engineering Material” product Roads excl Bitumen as published in the Statistical Release P0151.1, Table 6, of Statistics South Africa.</td>
</tr>
<tr>
<td>d</td>
<td>0.10</td>
</tr>
<tr>
<td>F</td>
<td>“Fuel Index” and shall be the price index for “Coal and Petroleum Products”, for “Diesel”, as published in the Statistical Release P0142.1, Table 1, of Statistics South Africa.</td>
</tr>
</tbody>
</table>

Retention money:
- Percentage A14.3(c) 10% of value of completed work
<table>
<thead>
<tr>
<th>Topic</th>
<th>Clause/Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guarantee</td>
<td>A14.3(c)</td>
<td>This will be considered provided that the tenderer submits his proposal as an alternative tender indicating what discount he proposes to give</td>
</tr>
<tr>
<td>Minimum amount of interim payment certificate</td>
<td>A14.6</td>
<td>R 450 000.00 excluding payments during the Mobilisation Period</td>
</tr>
<tr>
<td>Time period for submission of evidence of insurance and copies of insurance</td>
<td>18.1</td>
<td>As stated in the Form of Acceptance</td>
</tr>
<tr>
<td>Minimum Insurance cover for Injury to persons and Damage to Property</td>
<td>18.3</td>
<td>R20,000,000.00</td>
</tr>
<tr>
<td>Appointment of DAB</td>
<td>A 20.2</td>
<td>The DAB shall comprise of 1 Members and its appointment to be not later than “30 days after a dispute arises between the Parties” For a 1 Member DAB: Member to be a Pr.Eng with more than 20 years' experience in the type of construction involved in the Works, and with a formal qualification in adjudication, arbitration or contract law.</td>
</tr>
<tr>
<td>Appointment (if not agreed) to be made by</td>
<td>A 20.3</td>
<td>The President of SAICE or a person appointed by the SAICE President</td>
</tr>
<tr>
<td>Payment calculation for Extension of Time for Inclement Weather</td>
<td>B1215</td>
<td>In calculations of payment for approved extensions of time granted in terms of Clause B1215 of Part C3: Scope of works, payment will be made for working days only utilising the payment items as listed below for which the unit of measurement is &quot;month&quot;. The rate per month is deemed to be based on 23 working days per month: B13.01(c)((i)and(ii), (d), (f), (g), (h) &amp;j)(iii) 14.08(a)(ii) B15.16(a) &amp; (b) D10.04(a)</td>
</tr>
</tbody>
</table>

### Environmental Management Plan (EMPI)

- **Environmental Management Plan (EMPI)**
  - **C1004(d)**
  - **DEO means: Designated Environmental Officer**

- **Target Area(s)**
  - **D1002(a)**
  - **For Targeted Labour: Local municipalities of George, Knysna and Bitou.**

- **Contract Participation Goals (CPG)**
  - **D1003(d)**

- **Targeted Labour of which minimum contributions by Target Groups:**
  - **i) Woman**
  - **ii) Youth**
  - **Minimum of 6%**
  - **30% of targeted labour value**
  - **30% of targeted labour value**

- **Targeted Enterprise**
  - **If the Contractor is a QSE:**
  - **Minimum of (30%) of the work by the end of the contract to Targeted Enterprises**
<table>
<thead>
<tr>
<th>Target Groups</th>
<th>Minimum Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Targeted Enterprise with ≥51% ownership by Youth</td>
<td>Minimum of 5% of the work</td>
</tr>
<tr>
<td>ii) Targeted Enterprise with ≥51% ownership by Women</td>
<td>Minimum of 5% of the work</td>
</tr>
<tr>
<td>iii) Targeted Enterprise with ≥51% ownership by MK veterans</td>
<td>Minimum of 1% of the work</td>
</tr>
<tr>
<td>iv) Targeted Enterprise with ≥51% ownership by Disabled persons</td>
<td>Minimum of 0.5% of the work</td>
</tr>
<tr>
<td>v) Targeted Enterprise with CIDB 1 or 2 grading</td>
<td>Minimum of 5% of the work</td>
</tr>
<tr>
<td>vi) Targeted Enterprise with CIDB 3 or 4 grading</td>
<td>Minimum of 5% of the work</td>
</tr>
</tbody>
</table>
C1.2.3 APPENDIX TO TENDER: CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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

1. FIDIC CONDITIONS OF CONTRACT

1.a Clause 1.3: Communications
The Contractor is ...
Physical Address: ...
Telephone: ...
Facsimile: ...
Email: ...

1.b Clause 4.3: Contractor’s representative
The authorised and designated representative of the Contractor is:
Name: ...

1.c Clause A6.9: Contractor’s Personnel
The Contracts Manager of the Contractor is:
Name: ...

2. OTHER CONTRACT INFORMATION

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

<table>
<thead>
<tr>
<th>Name of Directors</th>
<th>Appointment Date</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

SIGNED BY TENDERER: ………………………………………………………………………………………………………………………………………
C1.3 OTHER STANDARD FORMS

C1.3.1 AGREEMENT IN TERMS OF THE OCCUPATION 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 .................................................................
in his capacity as ...........................................................................................................................

and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and .................................................................

(hereinafter called “the Mandatary”) on the other part, herein represented by .................................................................

in his capacity as ...........................................................................................................................

WHEREAS the Employer is desirous that certain works be constructed, viz.

CONTRACT SANRAL N.002-078-2019/2 PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9) 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(a) PERFORMANCE SECURITY

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 two Performance Securities 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. Two Performance Securities (1st at 6% for release after Taking-Over, and 2nd at 6%, for release after Performance Certificate)

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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…………………………), (excluding VAT), 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 in terms of Sub-Clause 4.2 after the Engineer has certified that all outstanding work have been completed and all defects have been remedied / the issue of the Performance Certificate (select as relevant for each Performance Security) 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(b) FORM OF APPLICATION FOR A PERMIT TO DEPARTMENT OF LABOUR TO DO CONSTRUCTION WORK

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

The following is a list of documents required by the Department of Labour to be submitted with the Application for a Construction Work Permit:

<table>
<thead>
<tr>
<th>Document to be submitted</th>
<th>Legal Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annexure 1 - Application for a permit to do construction work</td>
<td>CR 3(1)</td>
</tr>
<tr>
<td>Baseline risk assessment</td>
<td>CR 3(5)(a) read with 5(1)(a)</td>
</tr>
<tr>
<td>Site specific health and safety specification (SSHSS)</td>
<td>CR 3(5)(a) read with 5(1)(b)</td>
</tr>
<tr>
<td>Proof of appointment of competent CHS Agent plus proof of registration with SACPCMP</td>
<td>CR 3(5)(b)(i) read with CR 5(5)</td>
</tr>
<tr>
<td>Proof of receipt of SSHSS by the designer(s)</td>
<td>CR 3(5)(b)(iii) read with 5(1)(c)</td>
</tr>
<tr>
<td>Site specific health and safety specification (SSHSS)</td>
<td>CR 3(5)(b)(iii) read with CR 5(1)(b)</td>
</tr>
<tr>
<td>Approval of designs in accordance with the SSHSS</td>
<td>CR 3(5)(b)(iii) read with CR 5(1)(d)</td>
</tr>
<tr>
<td>Designer’s appointment outlining duties in terms of CR 6(1) as have been agreed upon</td>
<td>CR 3(5)(b)(iii) read with CR 5(1)(e) and 6(1)</td>
</tr>
<tr>
<td>Structural Engineers: Appointment Letter plus proof of registration with ECSA</td>
<td>CR 3(5)(b)(iii) read with CR 5(1)(e) and 6(2)</td>
</tr>
<tr>
<td>Temporary works designer’s appointment duties in terms of CR 6(2) as have been agreed upon plus proof of registration with ECSA</td>
<td>CR 3(5)(b)(iii) read with CR 5(1)(e) and 6(2)</td>
</tr>
<tr>
<td>Evidence that the SSHSS was included in the tender documents</td>
<td>CR 3(5)(b)(iii) read with CR 5(1)(f)</td>
</tr>
<tr>
<td>Evidence that the contractor has made adequate provision for the cost of H&amp;S i.e. Bill of quantities</td>
<td>CR 3(5)(b)(iii) read with CR 5(1)(g)</td>
</tr>
<tr>
<td>Evidence that the Principal contractor has necessary competencies to carry out construction work safely viz. schedule of activities relevant appointments and proofs of competency</td>
<td>CR 5(1)(h)</td>
</tr>
<tr>
<td>Valid Letter(s) of Good Standing for the appointed Principal Contractor(s)</td>
<td>CR 3(5)(b)(ii) read with CR 5(1)(j)</td>
</tr>
<tr>
<td>Written appointment(s) of Principal Contractor(s)</td>
<td>CR 5(1)(k)</td>
</tr>
<tr>
<td>Principal Contractor’s health and safety plan approved by the client.</td>
<td>CR 5(1)(l)</td>
</tr>
</tbody>
</table>

PROFORMA DOCUMENT FOR CONSTRUCTION VERSION 28.DOC
19 July 2019
C-42
Application for a Permit to do Construction Work

This application must be submitted with the following documents:

a) Health and Safety specification
b) Health and Safety plan
c) Baseline risk assessment.

1. Name, postal address and telephone numbers of the client:
   ............................................................................................................................
   ............................................................................................................................

2. Details of the Agent:
   (a) Title, Surname and Initials: ..............................................................................
   (b) Identity number / Passport number: ..............................................................
   (c) Registration number with SACPCMP: ..........................................................
   (d) Office Tel. Number and/or Mobile number: ...................................................
   (e) Postal address: ...............................................................................................

3. Name, postal address and telephone numbers of the appointed principal contractor:
   ............................................................................................................................
   ............................................................................................................................

4. Name, postal address and telephone numbers of the designer of the project:
   ............................................................................................................................
   ............................................................................................................................

5. Name, postal address and telephone numbers of the designer of the following persons:
   (a) Construction Manager:
       ..........................................................................................................................
   (b) Construction Health and Safety Manager:
       ..........................................................................................................................
   (c) Construction Health and Safety Officer:
       ..........................................................................................................................
5. Exact physical address of the construction and site office:

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

7. Nature of construction work:

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

8. Expected commencement date: ...................................................................................

9. Expected completion date: ............................................................................................

10. Estimated maximum number of persons on the construction site:

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

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

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

12. Name(s) of contractors appointed:

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

__________________________________________
Signature of Client / Client’s Agent

__________________________________________
Signature of the Principal Contractor
1. Date of application: .................................................................

2. Submitted documents prescribed in Construction Regulation 5(4) (Please tick ✓):
   - CR 5(1)(a)
   - CR 5(1)(b)
   - CR 5(1); (C-S)

3. Result of the application (Please tick ✓)  
   - Approved
   - Declined

4. Reason for declining the application
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

__________________________
Signature of the Supervisor

__________________________
Signature of revoking officer / Inspector
FORM OF RETENTION MONEY GUARANTEE

To:

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

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

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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

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

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

Now therefore we, the undersigned, being duly authorised to represent .................................................................

full name of guarantor registration number ..................................................

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

1. Each demand shall be in writing and delivered to us at .................................................................
or such other address as we shall in writing notify to you.

2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.

3. Our aggregate liability under this guarantee is limited to R.................................................................
(.................................................................................................................................................. Rands) (excluding VAT)
and is restricted to payment of monies only.

4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.

5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at ................................................................. for and on behalf of .................................................................
on this the....................... day of ............ in the year .................................................................

GUARANTOR: .................................................................
AS WITNESSES:
1. ............................................................... 2. ............................................................... 
NAME: ................................................................ NAME: ................................................. 
ADDRESS: ...................................................... ADDRESS: .................................................. 
.............................................................................. 
..............................................................................
C1.3.5 FORM OF BANKING DETAILS

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

To:
The South African National Roads Agency SOC Limited
1 Havenga Street
Oakdale,7530

Dear Sir

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

BANKING DETAILS

By signing this document we accept the following:

• The banking details submitted are those of 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

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

Authorized Signatory for insert name of successful contractor
DATE:
TAX COMPLIANCE PERMISSION DECLARATION

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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: ........................................................................................................................................

---

PROFORMA DOCUMENT FOR CONSTRUCTION VERSION 28.DOC
19 July 2019

C-49
APPOINTMENT OF PRINCIPAL CONTRACTOR BY CLIENT (EMPLOYER)

This AGREEMENT made at ................................................................. ................................................................. in the year ............... 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 ................................................................. in his/her capacity as .................................................................

and delegate of the Client in terms of the Client’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and ................................................................. (hereinafter called “the Principal Contractor”) on the other part, herein represented by ................. ................................................................. in his capacity as .................................................................

WHEREAS the Client is desirous that certain works be constructed, viz. CONTRACT SANRAL N.002-078-2019/2 PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9) 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 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) ..................................................................................................................................................
PART C2: PRICING DATA
# PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Road Authorities (1998 edition) as amended in the Scope of Works.

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

- % = percent
- h = hour
- ha = hectare
- kg = kilogram
- kl = kilolitre
- km = kilometre
- km-pass = kilometre-pass
- kPa = kilopascal
- kW = kilowatt
- l = litre
- m = metre
- mm = millimetre
- m² = square metre
- m²-pass = square metre-pass
- m³ = cubic metre
- m³-km = cubic metre-kilometre
- MN = meganewton
- MN.m = meganewton-metre
- MPA = megapascal
- No. = number
- Prov sum = Provisional sum
- PC Sum = Prime Cost sum
- R/only = Rate only
- sum = lump sum
- t = ton (1000kg)
- W/day = Work day

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

Unit: The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Road Authorities (1998 edition).

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

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

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

Lump Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

Prime cost: Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer’s handling, supervision and liability costs in providing the item or services. Any percentage adjustment or lump sum mark-up against the Prime cost for handling fee, profits, etc. shall not be negative.
Provisional Sum: Means a sum (if any) which is specified in the contract as a provisional sum, for the execution of any part of the works or the supply of plant, materials or services under sub-clause 13.5 (Provisional sums). Any percentage adjustment or lump sum mark-up against the Provisional Sum for handling fee, profits, etc. shall not be negative.

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 bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za for information standards)

C2.1.6 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out. Contractor shall submit to the Engineer within 28 days after the Commencement Date a full breakdown of all rates. The rates are to be clearly referenced to the relevant payitem numbers, with each rate broken down into its labour, materials, plant, fuel, overhead charges and profit components.

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

C2.1.8 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.

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

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

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

C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Road Authorities (1998 edition)

C2.1.13 The pricing schedules are provided electronically on the Compact Disc. A printout of the entire completed pricing schedule must be signed and attached to the tender as well as an electronic copy of the priced pricing schedule. In the event of any discrepancy between the signed printed copy, and the electronically submitted copy, the tender rates in the signed copy will govern. The item numbers and description of the PDF document will govern. 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)

(see excel Pricing Schedule)
SCHEDULE A

ROADWORKS
CALCULATION OF TENDER SUM
C2.3 SUMMARY OF PRICING SCHEDULE

SCHEDULE A: ROADWORKS................................. R ...........................................
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SCHEDULE D: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT

......................................................................................................................... R ...........................................
(from page ............)

SUBTOTAL A ........................................................................................................ R ...........................................

VALUE ADDED TAX:

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

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

SIGNED BY TENDERER: .................................................................................
PART C3: SCOPE OF WORKS
## PART C3: SCOPE OF WORKS

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

SECTION A: STANDARD AMENDMENTS ISSUED BY COLTO

Notes to tenderer:
1. The Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced in Section A, together with additional amendments as set out in Section B.

2. Where reference is made to the General Conditions of Contract and sub-clauses thereof in the abovementioned Standard Specifications, they refer to the appropriate edition of the “General Conditions of Contract for Road and Bridge Works for State Road Authorities” issued by COLTO (clause 1115 of the Standard Specifications refers).

3. The General Conditions of Contract applicable to this contract are the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer” (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

4. The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), and “Pricing Schedule” are synonymous.

As at 30 July 2019 no amendments have been issued.
SECTIONS B: PROJECT SPECIFICATION AMENDMENTS TO THE COLTO STANDARD SPECIFICATIONS

Notes to tenderer:
1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new series, new clause or a new payment item which does not form part of a series, clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

3. The tenderer shall note that the standard COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the FIDIC Conditions of Contract as amended by the Particular Conditions of Contract to be found in Part C1 of this document. The Employer assumes no responsibility for the contractor's interpretation of which are the correct relevant clauses.
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**COLTO SERIES 1000: GENERAL**

**SECTION B1100: DEFINITIONS AND TERMS**

**B1115 GENERAL CONDITIONS OF CONTRACT**

Replace Clause 1115 with the following:

The General Conditions applicable to this Contract are the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer, (1999) published by the Federation Internationale des Ingenieurs-Consulanta (FIDIC).

Accordingly, all reference in the Standard Specifications to any other General Conditions of Contract (GCC) has to be amended. The Standard Specifications have been scrutinized and clauses which refer to another GCC identified. These are tabulated below together with the relevant equivalent clause in the FIDIC Conditions of Contract. The context of the reference to the GCC is also noted.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the FIDIC Conditions of Contract, as amended by the Particular Conditions of Contract in Part C1.2 of this Volume, shall apply.

**CHANGES TO REFERENCES BY THE COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND FIDIC CONDITIONS OF CONTRACT**

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**B1155 WORK IN RESTRICTED AREAS**

Add the following:

“Any omission of payitems from the pricing schedule with regard to additional or extra over payment for work in restricted areas should be regarded as deliberate and any additional cost incurred shall be included in the bulk rates tendered. (Refer also to clause B1209(g)).”

Add the following clauses:

**B1156 OTHER DEFINITIONS**

The COLTO Standard Specifications for Roads and Bridge Works for State Road Authorities (1998 edition) has been written for all contractors, employers and engineers. The works and the site are not defined and the general nature of the entities and elements that collectively constitute construction under a contract are characterized by the use of lower case letters throughout.

These project specifications continue to use lowercase spellings in order to avoid the appearance of the capitalised and non-capitalised words to describe or prescribe the same elements of work required on this project. However, for the purposes of this contract the following definitions shall apply:

**Contractor**
The Contractor and the contractor is the same persona defined under clause 1.1.2.3 of the FIDIC Conditions of Contract, but who will only be formally identified by the completed Form of Acceptance C1.1.2 in this document and which will be bound into the final contract document.

**Employer**
The Employer and employer is the same persona and is defined in C1.2.2 Contract Data, and clause 1.1.2.2 of the FIDIC Conditions of Contract.

**Engineer**
The Engineer and engineer is the same persona and is defined in the C1.2.2 Contract Data, and clause 1.1.2.4 of the FIDIC Conditions of Contract.

**Site**
The site is defined in clause 1.1.6.7 of the FIDIC Conditions of Contract. 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 zone areas where accommodation of traffic is placed.
- All borrowpits defined in the applications approved by the relevant Department of Minerals and Energy.
- All haul roads constructed by the contractor for purposes of access.
- Any non-adjacent sites specified in the contract documentation.
- The contractors and his subcontractors camp sites

**Works**
The works is described in Part C4 of this document and is as defined in clause 1.1.5.8 of the FIDIC Conditions of Contract and prescribed in Sections B, C, D & E of this Volume.
Prime cost
Is a specific type of Provisional Sum for which payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer’s handling, supervision and liability costs and profit in providing the item or services.

Provisional Sum
Is a sum 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).

LANE OCCUPATION LEVY

Lane occupation is a charge levied by the Employer for use of its asset outside of times to which the contractor has committed himself through the original construction programme in terms of clause 8.3 of the FIDIC Conditions of Contract. The levy shall be applied each day, or part thereof, for the duration of the contractor’s unauthorised extended occupation of ramps or carriageway lanes to complete the required work. The levy shall be payable by the contractor in each and every month that it occurs, and shall be deducted from the amount due to the contractor on the relevant monthly payment certificates.

The same levy shall be applied whenever during the Defects Notification Period the contractor is required to undertake repairs to defective work.

The levy shall be applied at the rate stated in the appendix to tender and will be commensurate with the reduction in service levels imposed on road users by the contractor’s extended occupation.

SABS SPECIFICATIONS

Where reference is made in this specification or the standard specifications to SABS specifications, the latest published national standard shall be applicable. Use:


for the most up-to-date versions of the various standards.

AGGREGATE SIZE

Where reference is made in this specification or the standard specifications to aggregate size, nominal aggregate size or maximum aggregate size, the aggregate size as listed shall be replaced with the new corresponding aggregate size as indicated in the following table:

<table>
<thead>
<tr>
<th>Aggregate size</th>
<th>New aggregate size</th>
</tr>
</thead>
<tbody>
<tr>
<td>26,5</td>
<td>28</td>
</tr>
<tr>
<td>19</td>
<td>20</td>
</tr>
<tr>
<td>13,2</td>
<td>14</td>
</tr>
<tr>
<td>9,5</td>
<td>10</td>
</tr>
<tr>
<td>6,7</td>
<td>7</td>
</tr>
<tr>
<td>4,75</td>
<td>5</td>
</tr>
<tr>
<td>2,36</td>
<td>2</td>
</tr>
<tr>
<td>1,18</td>
<td>1</td>
</tr>
</tbody>
</table>

COMPACCTION

In December 2017 the TMH1 will cease to exist and be replaced by SANS 3001. In preparation for this change-over, SANRAL has already adopted the new test methods and all site Laboratories are required to perform testing according to the SANS 3001 test methods.

Therefore, the standard for compaction efforts should change from Modified AASHTO Density as per TMH1 Test Method to Maximum Dry Density (MDD) as per SANS 3001.
Where reference is made to compaction or of Modified AASHTO Density in the tender documentation or the standard specifications or wherever there is conflict between the tender documentation and the standard specifications, the SANS 3001 specification and terminology shall govern.”
SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following first paragraph:

“Add the following first paragraph:

“All reference to services in this clause shall also mean utility services as well as traffic monitoring devices such as Comprehensive Traffic Observation (CTO), Speed Measuring Device (SMD) and Weigh-in-Motion (WIM) stations.”

In the final paragraph, replace “clause 15” in the second line with “clause 8.3”

In the second paragraph, delete the word “utility” at the end of the second line.

In the final paragraph delete the second and third sentences starting with ‘Should’ and replace with the following:

“Table B1202/1 lists all known services on the site. Those requiring removal, realignment or temporary replacement are indicated within the table with an asterisk. However, before any work can commence the contractor shall verify the actual position of each service and bring to the attention of the engineer any service that is not recorded. As the contractor is not authorised to remove or replace these facilities he shall:

i) Give preliminary notice, in writing to the relevant service provider, that the services on the site will require removal or protection prior to works being carried out in the vicinity of each station. The contractor shall advise the service provider of

   a) The number of services, their locations and station ID numbers and
   b) The proposed dates when work will commence in the vicinity of each service.

ii) In addition to the above preliminary notice, give the service provider 14 days written notice of the intention to commence work in the vicinity of each facility.

iii) Upon completion of the work in the vicinity of each facility, the contractor shall notify the service provider, in writing, that work is complete and the service may be reinstated.

Any delay resulting from the removal/replacement of a service shall not be the subject of a potential claim, unless the contractor can demonstrate that every effort has been made to timeously request and/or apply for the removal/replacement of the said service. In addition, the contractor shall be deemed to have employed the services of the service provider as a subcontractor for purposes of removing and/or replacing the relevant service.

TABLE B1202/1: LIST OF KNOWN SERVICES

<table>
<thead>
<tr>
<th>Chainage</th>
<th>Position</th>
<th>Service type</th>
<th>Identity number</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The CTO service provider is:
Mikros Traffic Monitoring (Pty) Ltd
P O Box 6956
HALFWAY HOUSE
1685
Tel: (012) 804 1710 or 086 111 5393
Fax: (012) 804 4716

Any cost of repairs, replacement and/or installation of the stations and equipment resulting from the contractor’s negligence or unauthorised action shall be to the contractor’s account.”
B1204  PROGRAMME OF WORK

a)  General requirements

Add the following as a continuation of the first paragraph:

“In drawing up the programme the contractor shall make allowance for the following:

i)  All special non-working days defined in the Contract Data.

ii)  The expected delays defined in B1215: Extension of time resulting from inclement weather as a terminal float.

iii)  The following restricted working conditions:

- During the contractor’s annual shutdown period between December and January, the contractor shall maintain two-way traffic within the contract limits.

- The Contractor will be allowed a maximum of 2 simultaneous stop/go closures on the N2 each with a maximum length of 2 km, with 4 km gaps between sequential closures as specified in Clause 1504.

- The Contractor will not be allowed to apply fog spray during the afternoon and all fog spray must cease at 12h00 (mid day) in order to ensure breaking and drying of the emulsion.

- The Contractor will not be allowed to keep zones closed during the night, unless in case of emergency and as permitted by the engineer, and all closures shall be re-opened to traffic by no later than 17h00 each day.

- On any section the final roadmarking shall be applied no sooner than two weeks and not later then 4 weeks after the fogspray has been applied.

iv)  Meeting the requirements of the Environmental Management Plan (EMP).

v)  The time needed for preparation and approval of the various mix designs specified in the relevant construction sections of the Scope of Works.

This initial programme shall realistically account for the forecast cashflow within the defined contract period, and as provided on Form D7: Schedule of Estimated Monthly Expenditure. An illustrative programme is shown opposite. The contractor shall not slavishly copy this programme, which is provided to illustrate that the required work can be realistically programmed within the contract period at the estimated cost. If an alternative contract period is offered, the contractor shall submit a separate programme with the alternative tender.”

b)  Programme of work for rehabilitation work

In the first sentence of the second paragraph after “……in the project specifications,”, insert the following:

“on the quantities contained in the Pricing Schedule (Part C2),”

Insert the following paragraphs:

“c)  Additional programme requirements

In addition to the requirements of clauses B1204(a) and B1204(b), and of clause 8.3 of the FIDIC Conditions of Contract, the programme of work shall include the following details:

(i)  A work breakdown structure that identifies all major activities.

(ii)  Scheduled start and end dates for each activity.

(iii)  Linkages between activities that clearly identify sequence, floats and critical path.

(iv)  Intended working hours and resource allocations (plant and labour).

(v)  Production rates.”
(vi) Monthly cashflow projections.
(vii) Key dates in respect of information required or due delivery."
(viii) The contractor’s payment weekends.
(ix) A risk assessment schedule with mitigating plans of issues that could prevent the due completion date being met.

Should the engineer require an electronic version of the programme for review purposes, the contractor shall supply the programme in a format compatible with the engineers software.

“d) Programme revisions

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the current programme. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The engineer may demand from the contractor a major revision of the programme. Such a revision shall be submitted for comment within 14 days of the demand."

B1205 WORKMANSHIP AND QUALITY CONTROL

Insert the following heading after the title:

“a) General:

Insert the following as sub-clauses after the first paragraph:

b) Quality Systems

The contractor shall implement a quality assurance system that replicates an ISO 9002 and appoint a quality manager who shall ensure that members of the contractor’s staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor. The quality manager shall be resident on site full time.

The contractor shall submit the quality assurance system he proposes using to the engineer, for his approval, within two weeks of the site handover. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted. Once accepted by the engineer the contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved.

The system shall provide for a method statement for each construction activity for which a pay item is provided in the Pricing Schedule. Each method statement shall be submitted to the engineer for his approval two weeks prior to commencement of the activity. Where appropriate the contractor shall make use of the employer’s manuals in preparing his method statements. No construction activity shall commence before the engineer has approved the contractor’s quality assurance system."
<table>
<thead>
<tr>
<th>#</th>
<th>Task Name</th>
<th>Duration (Working days)</th>
<th>Start</th>
<th>Finish</th>
<th>Feb</th>
<th>Mar</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td>Contract SANRAL Xxxx-xxxx-xxxx/x</td>
<td>99 Mon 2/3/2020 - Thu 6/18/2020</td>
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<td></td>
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<tr>
<td>2</td>
<td>Acceptance of Offer</td>
<td>1 Mon 2/4/2020 - Mon 2/6/2020</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Site hand over / commencement date</td>
<td>1 Mon 2/5/2020 - Mon 2/6/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Mobilisation</td>
<td>44 Tue 2/4/2020 - Sat 4/9/2020</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>Labour Permit</td>
<td>23 Tue 2/4/2020 - Thu 3/3/2020</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Establishment of offices</td>
<td>14 Tue 2/4/2020 - Fri 2/7/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td>Procurement of Targeted Enterprises</td>
<td>44 Tue 2/4/2020 - Sat 4/9/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>8</td>
<td>Sampling of water by contractor for quality verification</td>
<td>1 Tue 2/11/2020 - Tue 2/11/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>9</td>
<td>Verification of water quality for wetting road and dilution of emulsion</td>
<td>10 Wed 2/12/2020 - Tue 2/17/2020</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>Pre-treatment of road surface</td>
<td>22 Mon 4/6/2020 - Tue 5/8/2020</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>11</td>
<td>Setting up of accommodation of traffic and signage</td>
<td>2 Mon 4/6/2020 - Tue 4/7/2020</td>
<td></td>
<td></td>
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<tr>
<td>12</td>
<td>Accommodation of traffic</td>
<td>20 Wed 4/8/2020 - Tue 5/8/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Hydro-cutting of flushing bleeding areas</td>
<td>20 Wed 4/8/2020 - Tue 5/8/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>14</td>
<td>Pre-referencing of road markings as required</td>
<td>5 Wed 4/8/2020 - Tue 4/14/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>16</td>
<td>Accommodation of traffic</td>
<td>20 Wed 4/8/2020 - Tue 5/8/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>18</td>
<td>Application of fog spray in sections in half widths</td>
<td>20 Wed 4/8/2020 - Tue 5/8/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>19</td>
<td>Heavy premarking of completed sections of fog spray</td>
<td>19 Thu 4/9/2020 - Tue 5/8/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Road Markings</td>
<td>40 Wed 4/16/2020 - Tue 6/16/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Accommodation of traffic</td>
<td>30 Wed 6/2/2020 - Tue 6/2/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Thermo plastic road markings + road studs / installation</td>
<td>30 Wed 6/2/2020 - Tue 6/9/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Practical Completion</td>
<td>1 Tue 6/9/2020 - Tue 6/10/2020</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Adverse weather</td>
<td>10 Wed 6/10/2020 - Tue 6/16/2020</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Snagging</td>
<td>2 Wed 6/16/2020 - Thu 6/18/2020</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Issuing of Taking Over Certificate</td>
<td>1 Thu 6/18/2020 - Thu 6/18/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
THE SETTING OUT OF WORK AND PROTECTION OF BEACONS

Replace “clause 14” in the first paragraph with “clause 4.7”

Add the following at the end of the fourth paragraph:

“Road markings, particularly the divergent/convergent lines of ramp interchanges and no overtaking barriers are also elements of the road that require proper setting out. The contractor shall prove to the engineer that critical reference points have been satisfactorily recorded for later reinstallation before any work commences that will obliterate the existing markings.”

Delete “and of clause 14 of the general conditions of contract” in the sixth paragraph.

Add the following paragraph:

“The contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the contract without the consent of the engineer shall be the contractor’s responsibility and included in the tender rates”.

PAYMENT

b) Rates to be inclusive

Add the following to the first paragraph:

“VAT shall be excluded from the rates.”

Insert the following after “constructional plant” in lines 6 and 7 of the first paragraph:

“(distinguishing between operational costs and hire costs)”.

c) The meanings of certain phrases in payment clauses

Procuring and furnishing ... (material)

Add the following:

“Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled”.

e) Materials on the site

Replace “clause 52” in the first line with “sub-clause 14.5”

Add the following sub-clauses:

“g) Work in confined areas

Except where provided for in the specification and the Pricing Schedule no extra payment shall be made nor shall any claim for additional payment be considered for construction in confined areas. The omission of standard payitems from the schedule of quantities shall be taken to be deliberate and any additional costs incurred shall be included in the bulk rate.

h) Split quantities
Wherever in the Pricing Schedule allowance has been made to price items of work for which a product or material is uncertain and quantities split between pricing items, the Employer reserves the right to choose whichever is the most appropriate or combination thereof, regardless of any adverse effect on the Contractor’s costs and no claims for additional compensation shall be entertained.”

**B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS**

Amend the heading of this clause to read:

“TAKING-OVER CERTIFICATE”

Replace the 1st paragraph with the following:

“Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of Taking-Over Certificates for parts of the works. The use of any completed roadway or parts of the work, whether for unhindered use by the public or for accommodation of traffic while other parts are being constructed, shall not constitute use or occupation by the Employer.

The notice to the engineer, i.t.o clause 10.1 of the Conditions of Contract applying for a Taking-Over Certificate, shall include the contractor's own list of what it considers to be the outstanding minor works that do not substantially affect the use of the Works. As justification that the issue of a Taking-Over Certificate is warranted the contractor shall take note that the following sections of the works are to be completed to the satisfaction of the engineer:"

Add the following to sub-clause (e) before the semicolon:

“(including road studs)”

Add the following paragraphs after item (h):

“In addition to the above itemised sections of the works and regardless of the degree of beneficial occupation by the Employer, the outstanding works contained in the lists produced by the contractor and the engineer shall be considered for taking-over only if the following criteria have been met:

(i) The estimated cost to complete the listed outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.

(ii) The written lists of outstanding items of work can be completed within 28 days of the lists having been issued.

(iii) Any information in the contractor's possession, which is required by the engineer and has been requested in writing, has been supplied.

(iv) The Regional Manager of the Department of Mineral Resources (DMR) has issued written confirmation to the contractor that they are satisfied with the final shaping to all quarries, borrow pits, stockpile areas, and spoil sites used or intended to be used under this contract. In the event this written confirmation is not obtained from DMR, acceptance by the Environmental Assessment Practitioner (EAP) will be sufficient for the issuing of the Taking-Over Certificate.

(v) The Contractor has supplied reasonable evidence that all the labourers have been paid and Subcontractors have received all amounts due in terms of the subcontract agreement provisions.

If any of the listed criteria (i) through (v) are not met at the date of the contractor’s notice of application, the engineer is to reject the application without providing any corresponding list of outstanding work. If an application is rejected, the contractor shall rectify what has been identified as deficient before submitting a new notice of application.”
Amend the last line of the second paragraph to read as follows:

“… materials, condition of the site and cement type (in order to comply with the durability requirements described in sub-clause B6404(h).”

Add the following to the last paragraph of subclause (d):

“These written statements shall be handed to the engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the Defects Notification Period will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the engineer.”

Under sub-clause (e) replace the opening paragraph with:

“Should the contractor use land not provided by the Employer for the purpose of his own establishment, engineer’s offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:”

and add the following sub-sub-clauses:

“(vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by contractor’s default or liquidation and the resulting possibility for them to be taken over by a succeeding contractor.

(vii) That copies of lease agreements shall be submitted to the engineer prior to signature by the signing parties, and copies lodged with the engineer after signing. Notwithstanding the engineer’s approval of the conditions of a lease the contractor shall be solely responsible for adhesion to the terms of the agreements.

(viii) Adherence to the principles of the environmental management plan and legal obligations”

Add the following sub-clause:

“f) Cleaning of public roads

Where material is spilled on public roads during the haul of material, the road shall be cleaned immediately.”

Change the existing heading of clause 1215 to read as follows: “EXTENSION OF TIME RESULTING FROM INCLEMENT WEATHER” and replace this clause with the following:

“Delays caused by inclement weather events may be considered as extension to the time for completion only if the engineer agrees that the event (and not the consequence of the event) occurred during the working day within the Time for Completion and caused all progress on an item or items of work on the critical path of the contractor’s approved programme (including revisions thereof) brought to a halt. Each day, or portion of a day so agreed will accrue as ‘n’ days of delay over the duration of the contract. The summary of accrued agreed ‘n’ delays shall be recorded at each site meeting.”
In the case of the inclement weather event being rainfall, no limitation is placed on the quantity, severity or duration of the event as being the cause of delay except, if it is an exceptional climatic condition then it shall not be measured as a delay event under this clause, but shall be considered for delay under the general conditions of contract clause 8.4. Expressly excluded from the measurement of ‘n’ days are consequential delays, which are taken to mean delays to critical path activities attributable to the weather event but occurring after (i.e. outside of and distinctly separate from) the duration of the weather event itself.

The contractor shall make provision in his approved programme (including revisions thereof) of work for expected N working days caused by inclement weather. This provision shall be shown as a terminal float on the approved programmes.

Any extension to the time for completion caused by inclement weather delays will only be considered once the agreed cumulative ‘n’ delays exceed \( N = \sum n \) working days and if completion for the purposes of sub-clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by inclement weather, and if the inclement weather delay occur prior to the approved Time for Completion. On this contract \( N = 10 \).

Payment for extension of time resulting from inclement weather shall be for working days only, and shall be the time-related allowances calculated in the pay items as stated in the Appendix to Tender where the unit if measurement is “month”, as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned. The calculation for payment shall be for working days only and the rate per month shall be deemed to be based on 23 working days per month.”

**B1219 WATER**

*Add the following:*

“Water for use on site other than municipal, shall be subject to the required permit from Department of Water Affairs and Sanitation (DWS). This shall include such extraction points as rivers, dams, streams, and boreholes.

Use Table B1219 below to determine the suitability of water for construction purposes.
### TABLE B1219: WATER CLASSIFICATION FOR CONSTRUCTION: TESTING

<table>
<thead>
<tr>
<th>Property</th>
<th>Unit</th>
<th>H0</th>
<th>H1</th>
<th>H2</th>
<th>H3</th>
<th>H4</th>
<th>H5</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>PH*</td>
<td>-</td>
<td>7.0</td>
<td>5.7 – 7.9</td>
<td>4.5 – 6.5</td>
<td>4.5 – 8.5</td>
<td>9.0</td>
<td>-</td>
<td>SABS M113 SM 11 - 1990</td>
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<tr>
<td>Dissolved solids*</td>
<td>ppm</td>
<td>0</td>
<td>1000</td>
<td>1500</td>
<td>3000</td>
<td>-</td>
<td>-</td>
<td>SABS 213 SM213 - 1990</td>
</tr>
<tr>
<td>Total hardness*</td>
<td>-</td>
<td>None</td>
<td>None</td>
<td>Tempora ry</td>
<td>Tempora ry</td>
<td>Permanent</td>
<td>-</td>
<td>SABS 215 SM 215 – 1971</td>
</tr>
<tr>
<td>Electrical conductivity</td>
<td>mS/m</td>
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<td>200</td>
<td>200</td>
<td>500</td>
<td>-</td>
<td>-</td>
<td>SABS 1057 SM 1057 – 1982</td>
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<tr>
<td>Sulphates (SO4)</td>
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<td>0</td>
<td>200</td>
<td>300</td>
<td>500</td>
<td>1000</td>
<td>-</td>
<td>SABS 212 SM 212 – 1971</td>
</tr>
<tr>
<td>Chlorides (Cl)</td>
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<td>500</td>
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<td>3000</td>
<td>5000</td>
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<td>Alkali Carbonates (CO3) &amp; Bicarbonates (HCO3)</td>
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<td>✔</td>
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<td>Investigate the effect on the quality of the material</td>
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</tr>
<tr>
<td>Chemically treated layer works</td>
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<td>✔</td>
<td>✔</td>
<td>✔</td>
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</tr>
<tr>
<td>Concrete mass</td>
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<td>✔</td>
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<td>✔</td>
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<tr>
<td>Slurry &amp; emulsion</td>
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<td>✔</td>
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</tr>
<tr>
<td>Soil/gravel tests</td>
<td></td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
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<tr>
<td>Chemical or control tests</td>
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<td>✔</td>
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<td>✔</td>
<td>✔</td>
<td>✔</td>
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<td></td>
</tr>
</tbody>
</table>

- A primary property. The quality of the water is that quality where all three of the primary properties are within the limits.
- The tabulated single values are maximum value except in the case of the pH value for pure water, which must be 7.0

### B1222 USE OF EXPLOSIVES

**Add the following sub-clauses:**

**“h) Definitions**

(i) "Specified excavation or Payment line" means the excavation profile given on the Drawings or determined by the engineer for the Works, within which no unexcavated or loose material shall occur after the excavation is complete except as allowed within the specified tolerances. It is also the line to which payment for excavation will be made.
(ii) “Pre-splitting” comprises drilling a line of closely spaced parallel holes of appropriate diameter, spaced not more than ten times the hole diameter or 600mm, whichever is the smaller and charging the holes with an appropriate amount (decoupled if necessary) and type of explosive to shear the rock, forming a surface along the line of drill holes.

Either all the holes in a presplit line shall be drilled, charged and detonated simultaneously prior to drilling the production holes for the excavation adjacent to the presplit line, or pre-splitting shall be accomplished by delaying detonation in the production holes to allow the presplit holes to fire first. The first line of production holes next to the presplit face shall be lightly charged to ensure that the presplit face is not damaged when the charges in the production holes are detonated.

(iii) “Smooth blasting” comprises the drilling of a number of closely spaced parallel holes along the required excavation surface, with a suitable burden/spacing ratio, loading all the holes lightly with a uniform continuous charge of small diameter explosive and detonating all these charges simultaneously, after the detonation of the main production blast.

(iv) “Line Drilling” comprises drilling a line of holes of appropriate diameter spaced not more than twice the hole diameter to form a surface of weakness along which the rock will break. Blasting is not permitted in the line drilled holes, and the first line of production holes next to the line drilled holes shall be lightly charged to avoid damage to the line drilled break surface.

(v) “Cushion Blasting” comprises the separate removal of a protective zone of rock which has been purposely left within the specified limits of excavation for flat areas and shallow slopes. Drilling for cushion blasting shall consist of a regular pattern of holes at appropriate spacings and angles and to accurate depths.

The holes shall be lightly charged and detonated in relays to lift the rock progressively to form the final excavated surface without shattering the surrounding rock.

(vi) “Overbreak” means any excavation area which extends beyond the payment line, irrespective of the reason for such excavation.

i) General

A copy of all certificates issued to workmen to permit them to undertake blasting, and to the contractor to cover the purchasing, storage and transport of explosives shall be handed to the engineer before any blasting work is undertaken.

The contractor shall submit to the engineer at least 28 days before the commencement of any excavation work, full details of his proposed methods and sequence of excavation and programme for the use of explosives.

Within 2 weeks of receipt of the proposals, the engineer shall indicate acceptance in part or in whole, in writing, to the contractor. The engineer reserves the right to reject the proposals if, in his opinion, undesirable damage to permanent rock surfaces or existing structures will result from carrying out the blasting as proposed. If acceptance is withheld, new proposals in whole or in part shall be submitted. No drilling or blasting shall be carried out in areas for which the proposals have not been accepted by the engineer, and any changes to the accepted methods shall be subject to the engineer’s approval.

The work shall be programmed so as to minimise blasting adjacent to previously constructed sections of the Works.

Where blasting is necessary every precaution including the use of blast mats, timber boarding or other means shall be exercised to protect the Works and persons, animals and property in the vicinity of the Site. The contractor shall accept
responsibility for all injury or damage occasioned by any blasting operations and shall make good such damage without any additional payment.

The contractor shall, in particular, note the requirement that he must limit to the maximum extent practicable the spillage of material from surface excavations, whether by blasting or other means. To this end the contractor shall take all necessary precautions including, if necessary, covering the rock prior to blasting with sufficient loose material to prevent the blasted material being thrown. If, however, during the course of excavation on a hillside, the engineer is of the opinion that insufficient precautions are being taken to minimise the spillage of material, he may instruct the contractor to adopt further measures to reduce the spillage. No separate payment will be made for any such measures required.

Each separate blast shall be designed in accordance with modern blasting practice to break out the rock with the minimum explosive force. Full details of each blast shall be submitted to the engineer for scrutiny not later than 24 hours prior to the commencement of drilling for that blast, unless such blast is unchanged from the previous one. The details shall include the location, depth and area of blast holes, the type, strength, amount, column load and distribution of explosives to be used per hole, per delay and per blast, the sequence and pattern of delays, the maximum expected level of shockwaves on adjacent structures, and the description and purpose of any special methods to be adopted by the contractor.

The consent by the engineer to any blasting proposals shall not relieve the contractor of his responsibilities under the Contract and the law.

Should the contractor excavate to dimensions in excess of those specified or instructed by the engineer, whether to remove damaged material or for reasons of safety or for his own convenience, he shall at his own expense and when required by the engineer, fill in the excess excavation with concrete or sprayed concrete of approved quality or with other material approved by the engineer, or carry out additional trimming to the satisfaction of the engineer.

The contractor shall provide the engineer each day with a copy of the record for the previous day’s excavations. Where applicable the following data shall be recorded for each working area together with other such data as the engineer may request:

- location of the excavation and position within the excavation,
- drilling pattern,
- type and amount of explosive used, including blasting pattern and delays used,
- details of rock support,
- surface area of classification of labour and plant,
- number and classification of labour and plant,
- unusual occurrences, rock falls, unstable or soft ground and inflows of water,
- progress, delays and reasons for delays,
- name and permit number of blaster,
- date, and
- distance of blasts to structures and existing services.

j) Quality of Excavated Surface

Unless otherwise instructed by the engineer all blasting work shall be carried out using controlled blasting techniques to minimise any damage to the final profile.

Use shall be made of approved special explosives and/or blasting techniques which will minimise blasting induced fractures, or disturbance, on the rock faces outside the excavation line so preserving the rock in the soundest possible condition. No separate payment will be made for cushion blasting. The cost of using cushion blasting techniques shall be included in the rates for excavation.

The surface after blasting shall exhibit a regular fracture plane between barrels without back break and with half barrels visible over the major portion of the surface. The surface shall be scaled down of all loose and hollow sounding rock to leave a
solid, intact surface. Light charges shall be used for enlarging or correcting the excavated profile and also for excavating trenches.

If in the opinion of the engineer, the methods of blasting are at any time causing excessive or undesirable disturbance of the rock mass surrounding the excavated space, he may order the contractor to change his methods of blasting and/or carry out blasting trials until the desired results are achieved. No additional payment shall be made for any change or further trials ordered by the engineer or any delays resulting there from.

The spacing of holes and explosive charges shall be adjusted so that a minimum of oversize material is produced (a maximum particle size of 600mm). The engineer shall have the right to order the contractor to adjust his blasting pattern and/or carry out secondary blasting at his own cost, should he be of the opinion that the contractor is not taking sufficient care too produce rock of the required size.

k) Monitoring of Blasts

The contractor shall supply and operate an approved tri-axial particle velocity meter equipped with a permanent paper trace output, which shall be used as and where directed by the engineer to monitor blasting work.

The paper trace output records shall show the time and location of each blast, the type and amount of explosive used, together with any other relevant data.

l) Notification of Blasts

Prior to any blasting, 7 days’ notice is to be given to the engineer, relevant authorities and the media. The contractor shall further notify the engineer of the intention to blast at least 24 hours before that operation is carried out. The notification shall show the location of and the intended time of each blast and the name of the licensed blaster and shift foreman responsible.

The contractor shall distribute written notification to all organisations on site, and relevant authorities, 24 hours prior to undertaking blasting. Any delay or postponement of any blasts shall be notified to all organisations immediately. The firing of explosives shall be restricted as detailed in Item B1222(r) of this specification.

m) Blasting near Structures

The amount of explosives that may be detonated shall not result in a ground vibration with a peak particle velocity in excess of 25mm/sec at the nearest point of any part of Permanent Works. Where circumstances dictate, such as when blasting near to partially cured concrete, the peak particle velocity permitted may be reduced by the engineer.

Blasting shall not be carried out within 10m of any Works, unless otherwise agreed to in writing by the engineer.

n) Controlled Blasting

Controlled blasting methods shall comprise pre-splitting, smooth blasting, line drilling or cushion blasting techniques.

All charges shall be accurately made up and inserted into the holes at the correct spacing, and all holes shall be correctly stemmed and connected in the correct sequence, with detonators being correctly delayed.

If at any time the methods of drilling and blasting do not produce the desired results of a uniform profile and shear face without overbreak, all within the tolerances specified, the contractor shall be required to undertake tests as until a technique is arrived at that will produce the desired results.
Controlled blasting shall be used in the widening of the cuttings or otherwise where called for by the engineer.

**o) Drilling**

In all controlled blasting, drilling accuracy of perimeter holes is of prime importance and the contractor shall take particular care and make use of sight lines and guide rails in surface work to control the alignment and depth of blast holes. Holes which are likely to protrude more than 100mm beyond the excavation profile, shall not be charged up, but shall be redrilled.

The blast pattern shall be accurately set out and holes shall be collared within 50mm of the required position. Holes which are overdrilled shall be fully stemmed to the required depth before charging up takes place.

The length of perimeter holes for any individual lift shall not exceed 10m or any lesser depth detailed on the drawings. All perimeter holes for surface blasting shall be drilled to a depth of 1m below the bottom of any production holes adjacent to the perimeter plane.

**p) Use of Explosives**

Both cartridge and bulk explosives may be used where appropriate.

In controlled blasting the type, size, decoupling and charge concentration of perimeter and bulk charges shall be within established parameters unless otherwise proven acceptable by site trials.

The bottom charge of a pre-split hole shall not be larger than the line charges unless otherwise directed. The top charge of the pre-splitting hole shall be placed far enough below the collar to avoid overbreaking the final profile.

Adequate stemming shall be used to avoid blow-outs.

**q) Checking and Correcting the Excavated Profile**

The excavated profile shall be checked for line, level and underbreak using methods approved by the engineer. No projections of rock shall protrude within the payment line, except as allowed within the specified tolerances.

The contractor shall submit his proposals for removing any underbreak to the engineer for his consent prior to carrying out any such work of removal. Any work executed or delays, which are due to the contractor having to re-excavate underbreak and then re-install support shall be carried out without additional payment, and no extension of time will be allowed for this work.

**r) Accommodation and Protection of Existing Services and Infrastructure**

In the event of the laid-down vibration parameters as detailed in (m) above being exceeded or in the event of a valid recording not being made available as stipulated above, the engineer reserves the right to ascertain by whatever means, whether damage was caused by the blast to the service or structure. All costs incurred in establishing such possible resultant damage and the repair thereof will be to the contractor's account.

Cover blasting shall be used in the vicinity of overhead services (e.g. telephone and power lines) where overhead services may be damaged or affected by blasting activities. The cover blasting shall be such that it sufficiently protects overhead services to prevent any damage to such services."
“The road reserve within the defined limits of the contract falls within the limits of another contract that has already been let to a routine maintenance contractor who is obliged to conduct regular maintenance on the route on which this contract is sited.

The Routine Road Maintenance Consultant details are as follows:
Piet Coetzee – 083 309 1501 email: pjc@qunu.co.za
Johan Nel – 082 612 1980 email: johannel@qunu.co.za

The contractor shall take over the maintenance responsibility on the date of handover but may liaise with the routine maintenance contractor by arranging a transition period immediately after the hand-over of the site to allow sufficient time to muster his resources required for routine maintenance of the road. However, the transition period may not extend beyond the contractual starting time defined in sub-clause 8.1 of the FIDIC Conditions of Contract and C1.2.2 Contract Data.”

B1229 SABS CEMENT SPECIFICATIONS

Delete this clause.

Add the following clause:

“B1230 MATERIALS

(a) General

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates showing that the materials do comply with this specification.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer’s office on the site free of charge.

Where materials are specified under trade names tenders must be based on these materials. Alternative materials may be submitted as alternative tenders and the engineer may, after receipt of tenders, approve the use of equivalent materials. The tender must be clearly marked as an alternative tender, failing which the tender may be rejected.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer’s current published instructions. Agrément certified products shall be used and placed in accordance with its Agrément certification criteria.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Any materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the contractor, but will be at his disposal only in so far as they are approved for use on the contract, unless otherwise indicated in the project specification.

Existing structures on the site shall remain the property of the Employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorised by the engineer) at all reasonable
times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

(b) **Banned materials**

No tar fluid products shall be used in the construction works.

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**B1231 MIX DESIGNS**

Before commencing with certain construction activities, the contractor shall, except where specified otherwise in the relevant construction sections in the Scope of Works, apply the following procedures with regards to mix designs:

- Taking and submitting samples of the relevant materials.
- Undertake the required mix design(s) or allow the engineer to undertake them.
- Produce, where required, laboratory, production/plant and/or trial mix(es).
- Undertake the required adjustments to the mix design(s) and reproduce required laboratory, production/plant and/or trial mix(es).
- Complete trial section(s) where required.
- Await the engineer's approval of the mix design(s) and trial section(s).

---

**B1232 MEASUREMENT AND PAYMENT**

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</thead>
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</tr>
<tr>
<td>(a) Employer's contribution to DAB (50%)</td>
<td>................................prime cost (PC) sum</td>
</tr>
</tbody>
</table>

*Add the following clauses:*

---

**“B123 CROSS ROADS”**

**a) Cross Roads**

Works required on the cross roads may be increased beyond the limit of construction. The scope of this required works is still to be finalized and may be executed by means of a nominated sub-contract under this contract, Provision for the cost of these works is made by means of a provisional sum.

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**B1235 PENALTIES FOR OVERLOADING OF CONSTRUCTION VEHICLES**

The contractor shall ensure that trucks used to haul construction materials are not overloaded and the legal axle loads are not exceeded. Before any construction materials can be transported, the contractor must provide the engineer with the certified carrying capacity of each truck intended for the purpose of transporting the construction materials. The contractor shall provide the engineer with a weighbridge ticket before discharging/off-loading the materials.

Any truck that is overloaded shall not be allowed to discharge/off-load its load and shall return to the depot/batching plant for adjustment of the load. In addition a penalty shall be applied for the overload.

For the purposes of the calculation, the so called 5% grace shall not be used. The following example is provided:

- Tare Weight of vehicle certified by a calibrated weighbridge = 6 tons
- Maximum carrying capacity certified by a calibrated weighbridge = 8 tons
- Gross vehicle mass = 14 tons
- Actual Load (Weighbridge ticket) = 14.6 tons
- Overload factor = 0.6 tons
Contractors rate tendered under applicable payment item = R350/unit

Penalty = 2 x R350/unit x 0.6 x distance hauled(km)
= R 420.00 x distance hauled (km)

Penalty payments will be deducted from the front page of interim payment certificates.

B1236 PROCUREMENT OF SUB-SERVICES AND OMITTED RATES (SECOND TIER PROCUREMENT)

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

The following procurement methods is to be followed as appropriate:

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

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

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

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

b)  Where the supplier is not selected by the contractor and actual cost is reimbursable and no procurement process is possible.

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

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

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

d)  Where the particulars of the work is not scheduled and the estimated cost of the work is equal or less than R500,000.00 and there are no existing rates for similar work and the contractor’s proposal submitted in terms of FIDIC Variation 13.1 is not accepted and the work is to be performed by a sub-contractor.

A minimum of three quotations shall be obtained from Targeted Enterprises. The following is the minimum requirements for this process:
- Quotation to include form of quotation, CSD registration, CIDB (where applicable),
  A Works Authorisation shall be approved prior to execution of the work.

e) Where the particulars of the work is not scheduled and the estimated cost of
the work is more than R500,000.00 and there are no existing rates for similar
work and the contractor's proposal submitted in terms of FIDIC Variation 13.1
is not accepted and the work is to be performed by a sub-contractor, or
where the particulars of the work is scheduled and scheduled rates are
utilised, but the work is identified by the contractor to be performed by
subcontractors who are Targeted Enterprises to form part of the specified
Contract Participation Goals for Targeted Enterprises.

The work is to be procured as per the process specified in clause D1007 for all
Targeted Enterprises. The following is the minimum requirements for this process:
- Tenders to close at the relevant site offices at a specific date and time
- Tender documents to include form of Offer, CSD registration, Tax compliance,
  CIDB (where applicable), SBD1, SBD 4, SBD 8, SBD 9, SBD 6.2, BEE
certificate, Form A2.2
- Tenders to be evaluated on price and preference
- Evaluation by contractor for review by engineer
  A Works Authorisation shall be approved prior to execution of the work.

f) Where the work is unforeseen and the relevant procurement method as
indicated above will result in a delay to the contract and payment for a claim
for extension of time and/or cost.

The Employer will determine the most appropriate procurement process to be
followed and approved through the Works Authorisation process."
c) Legal and Contractual Requirements and responsibilities to the public

Add the following:

"Legislation imposes mutual obligations on the Employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications.

Section C of the Scope of Works contains the Environmental Management Plan (EMPl) for this project. Its provisions regulate the contractor’s construction methods to ensure responsible conduct and treatment of the environment relevant to the project. Payment subitem 13.01(f) makes allowance for the contractor to price for environmental compliance duties as well as the duties of the Designated/dedicated Environmental Officer (DEO) as prescribed in this section.

Section D of the Scope of Works contains provisions that regulate the contractor’s construction methods for compliance with Small Contractor Development, Training and Community Liaison. No separate payment mechanism has been made available for the contractor to allow for his compliance with relevant black economic empowerment legislation. The contractor shall include such costs in the existing payment items under section B1303: Payment. However, non-compliance with the provisions of Section D may lead to the imposition of penalties.

Section E of the Scope of Works contains the specifications that regulate the contractor’s construction methods so far as to ensure health and safety of his employees and of the public. New item has been made available under this section to allow the contractor to make separate provision for the cost of health and safety measures during the construction process."

Add the following subclause:

d) Monthly reporting

When submitting any information required and interim certificates for payment, the Contractor shall use the Employer’s standard forms and formats. No payment can be made before the Contractor is registered as a vendor on the Employer’s system.

The Contractor shall submit payment certificates for all work rendered in the Employer’s financial year within that specific year.

The Contractor shall submit and update on a monthly basis all the appendices to the site meeting minutes and a cash flow forecast for the works.

The Contractor shall complete monthly reports regarding training, empowerment, capacity building, small contractor development, labour and staff returns and any such aspects on the Employer’s Integrated Transportation Information System (ITIS) or any other format as required by the Employer. This information shall also be reported on monthly for all sub-contractors employed.

ITIS is an integrated approach to the sharing and inter-relating of technical performance information for the Employer, and relies on the Contractor following procedures to populate the system with data. ITIS currently consist of the following platforms applicable to this contract:

- ITIS Web – Web enabled portal providing online access to various functions, workflows and reports.
• ITIS Desktop – Offline data capture tool enabling the capture of information offline, validation and then synchronisation of data with 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 has several ITIS modules running on any of the above ITIS platforms which affect the Contractor, who will need to use some of these modules to provide the required information. The current module applicable to this contract is the Project Information Module – employment and training data.

The Service Provider shall also use the South African Road Design System (SARDS) platform and modules to perform certain duties and to provide required information. The South African Road Design System provides a comprehensive framework to facilitate the process of pavement design and construction through various modules. The SARDS module applicable will be the Construction Quality Assurance module.

The above information shall form part of supporting documentation required for making interim payments in terms of the General Conditions of Contract.

Allowance has been made for these requirements in the Pricing Schedule under pay item B13.01(g) Monthly Reporting. Failure to comply may result in payments being withheld.

User manuals for the various functions can be downloaded from https://itisnra.co.za/Portal/Myaccount/UserManuals after the successful registration as a Public user.

B1303 PAYMENT

<table>
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</thead>
<tbody>
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<tr>
<td><strong>The contractor’s general obligations</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Delete subitem (c) and replace with the following:*

“(c) Time related obligations:
   (i) Mobilisation period month
   (ii) Execution of the works month”

*Add the following pay subitems:*

“(d) Health and safety obligation………………………………………………………… month

(e) Provision of a 10 seater mini-bus ………………………………………………… day

(f) Environmental obligation …………………………………………………………… month

(g) Monthly reporting …………………………………………………………………… month

(h) Security on site …………………………………………………………………………. month

(i) Redundant road side furniture and other material (negative rate) ... Lump Sum(LS)

(j) Suspension Cost
   (i) De-establishment ……………………………………………………………… Number
   (ii) Re-establishment ……………………………………………………………… Number
   (ii) Suspension period ……………………………………………………………… month
   (iii) Engineer’s cost ………………………………………………………… prime cost sum (PC) sum”

*Add the following sub-sub-clauses defining ‘the contractor’s general obligations in the first paragraph:*

PROFORMA DOCUMENT FOR CONSTRUCTION VERSION 28.DOC
19 July 2019
“(iv) Complying with the requirements and conditions of the additional specifications relating to Small Contractor Development, Training and Community Liaison.

(v) The provision of a 10 seater mini-bus for inspecting the works during monthly site meetings, which is generally one day per month. This vehicle shall be in a neat and roadworthy condition and the contractor will be responsible for the insurance of such a vehicle.”

Delete the third paragraph commencing “Should the final value of the work …………………”.

Replace “clause 49” in the 4th, 8th and 10th paragraphs with “sub-clauses 13.7 and 13.8”.

In the 11th paragraph, the following amendments apply:

- Insert as a new 2nd sentence “Hire costs or minimum hourly charges (standing time costs) per month for construction equipment shall be deemed to be included in the rate tendered for item 13.01(c): time related payments”.
- Delete “from the date on which the contractor has received the letter of acceptance in terms of clause 12 of the general conditions of contract” and replace with “for subitem 13.01(c)(i) from the Commencement Date in terms of clause 8.1 of the general conditions of contract, until the end of the Mobilisation Period and for subitem 13.01(c)(ii) from the end of the Mobilisation Period”.
- In the last line, change “clause 45” to read “clause 8.4”.

Add the following at the end of the second last paragraph at the end of paragraph (b) of the payment clause:

“... Such limitations to payments shall occur whenever the contractor falls behind by more than one month(s) on his initial approved programme, in which case the total price offered for 13.01(c) is converted to a lump sum and payable monthly in instalments in relation to the value of work done (excluding the value of any price adjustments in terms of sub-clauses 13.7 and 13.8 of the conditions of contract). If the calculated instalment is a negative amount, the Engineer will fairly determine an appropriate instalment amount.”

Add the following paragraphs:

“Should the combined total tendered for subitems (a), (b), and (c) exceed 20% of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner. The tenderer’s attention is drawn to Form B1: Contractor’s Establishment on Site, (bound in this Volume), to be completed by the tenderer. If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item B13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the Pricing Schedule, these items and the value of such additional compensation shall also be indicated in writing in a letter attached to Form B1.

Payment of the rate per month for subitems B13.01(d), (f), (g) and (h) shall include full compensation for all the contractor’s obligations relevant to health and safety legislation (including mine health and safety, where applicable), environmental compliance, monthly reporting, security on site (as per clause 4.8 and 4.22 of the FIDIC Conditions of Contract).

The tendered rates for subitems 13.01(d), (f), (g), and (h) shall apply in the same manner as pay subitem B13.01(c) but shall not form part of the calculation of the restrictions imposed by Form to tender B1: Contractor’s Establishment on Site.

The tendered rate for subitem B13.01(e) shall be for a day, or part thereof, for which the vehicle was hired and used for its intended purpose. The rate tendered shall include full compensation for the hire of the vehicle including cost of insurances, fuel, wear and tear and any other incidentals.

The rate tendered for subitem B13.01(g) shall include full compensation for registering on the Employer’s project information module, compiling and capturing, monthly for the full duration of the Contract, the required information regarding training, empowerment, capacity building, targeted enterprise development, labour and staff returns, and attaching
proof of monthly capturing to monthly payment certificates. It shall further include for all personnel and other costs, disbursements, overheads and profit.

A contractor who tenders zero for this payitem shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general pay items.

The rates tendered under subitem 13.01(j) shall represent full compensation for Cost for Suspension of Work as per amended Condition of Contract clause 8.9.

Payment of subitems 13.01(j)(i) and 13.01(j)(ii) shall be made for the number of de-establishments and re-establishments of all Personnel and Goods (Contractor’s Equipment, Materials, Plant and Temporary Works) as instructed by the Engineer.

Payment of subitem 13.01(j)(iii) shall be made monthly, pro rata for parts of a month, from the date on which the Contractor has suspended progress of all of the Works in terms of Conditions of Contract clause 8.8 and commenced with de-establishment of the site, until permission or instruction to proceed in terms of Conditions of Contract clause 8.12 is given.

The Prime Sum in subitem 13.01(j)(iv) is provided to cover the cost of the Engineer during the period of suspension of the works. The amounts certified by the Employer shall be made to the Engineer, within 30 days of it being certified by the Employer.”
SECTION B1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER’S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

b) Offices

Amend sub-clause (xii) to read as follows:

“(xii) A complete telephone service capable of delivering electronic and facsimile data, together with ...”

Amend sub-clause (xvii) to read as follows:

“(xvii) A combination colour printer/copier/scanner/facsimile machine for A3 and A4 size documents.”

Add the following sub-clauses:

“(xviii) Plan holders which shall be able to accommodate 30 AO – sized drawings hanging vertically and of a robust construction to withstand continuous use over the duration of the contract.

(xix) An electric refrigerator of specified capacity.

(xx) Floodlights which are to be controlled by a photocell for security purposes at the offices and laboratory.

c) Laboratories

In the second paragraph, second line substitute "drawings" with "figures included in the project document"

B1404 SERVICES

b) Water electricity and gas

Add the following to the end of the third paragraph:

"The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related machinery during power surges. In the event of damage to the office and laboratory equipment and related machinery because of a faulty voltage regulator, the contractor shall be liable for payment of all repair or replacement costs of such damaged items."

Add the following to the end of the fourth paragraph:

"An on-site motor-alternator shall supply electricity when power from a recognized power-supply authority is not available.”

B1405 GENERAL

Add the following to paragraph (e):

"In addition, the offices and laboratories shall be supplied with approved burglar proofing and the whole site shall be guarded full time during the day and night, as well as over weekends and holidays. The site shall also be fenced with a 2,4m high security fence with a razor-cut wire being used as strands or with a brick wall. The cost of this protection shall be included in item B13.01."

Add the following to paragraph (f):

"The offices and any living accommodation must be separated by at least 200m.”
### B1406 MEASUREMENT AND PAYMENT

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>B14.03</td>
<td>Office and laboratory fittings, installations and equipment</td>
</tr>
</tbody>
</table>

**a) Items measured by number**

*Add the following subitems:*

- "(xix) Plan holder ................................................................. number (No)
- (xx) Floodlights complete with poles and 500Watt minimum globes ......................................................... number (No)

The tendered rate for subitem B14.03(a)(xx) shall include for the operation of the lights from sunset to sunrise for the full duration of the contract.”

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>B14.10</td>
<td>Provision of photostat facilities</td>
</tr>
</tbody>
</table>

*Amend this payitem description to read “Provision of copying facilities” and in the payment prescription, amend “photocopier” to read “combination colour printer/copier/scanner/facsimile machine”.*

*Add the following payitem:*

- "Item
- B14.11 Provision of mobile outdoor weather station ......................... number (No)

The unit of measurement shall be the number of units supplied and operated.

The tendered rate shall include full compensation to procure, erect, operate and maintain, for the duration of the contract, a number of weather stations capable of measuring temperature, wind, chill, barometric pressure, UV levels, rainfall, wind direction and speed. The device should also have on-board storage capabilities for at least 7 (seven) days and it should include a USB PC connection with software, allowing data to be downloaded to a PC and uploaded to SANRAL via SARDS Quality Assurance module.”
SECTION B1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

"It is a requirement of this specification that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4507/8/9 or (012) 334 4510 Fax: (012) 323 9574.

This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public."

B1502 GENERAL REQUIREMENTS

Insert the following:

"The whole of the site will be handed over to the contractor at the beginning of the contract. The sequence in which various parts of the site may be occupied by the contractor for the execution of the different items of work shall be subject to the requirements of the contract documents regarding, inter alia, working hours and the number, spacing and length of the work areas which may be occupied at any particular time.

The contractor shall programme his work taking due cognizance of restrictive conditions indicated in Clause B1204. The contractor's tendered rates shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment as a result of this modus operandi will be considered. The contractor shall in particular note that no additional compensation shall be made for work that could be considered as half-width construction."

a) Safety

Replace the full stop at the end of the first paragraph and continue with the following:

"... flow of traffic, including the prohibition of his, and his subcontractor's, construction plant from disregarding the stop/go accommodation of traffic control facilities. Failure to comply with this requirement shall be taken as a penalty event in terms of B1502(l)."

Add the following paragraphs:

"The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract.

The contractor shall within 7 (seven) working days after receipt of a 3rd party claim acknowledge receipt to the claimant. The engineer shall be copied on all correspondence regarding 3rd party claims. The contractor shall at the monthly site meeting report on the status and outcome of the 3rd party claims.

The contractor shall be fully responsible for all the traffic accommodation on site, including for work undertaken by sub-contractors, e.g. at bridges etc.

Traffic shall be accommodated as indicated on the drawings unless an alternative tender incorporating an amended method of traffic accommodation has been accepted.

The contractor may amend the agreed traffic accommodation scheme but only with the approval of the engineer in consultation with the provincial and municipal traffic authorities."
During the non-working hours, or when construction is not taking place on a certain section of road all obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed to an approved safe location or effectively covered.

No equipment or vehicles shall be stored or parked in the median or on the road side during non-working hours except if protected or demarcated and only if approved by the engineer.

When requested by the engineer, the contractor shall provide lane closures for the purpose of road inspection. This must be done in advance of the actual programmed time for the work."

**f) Approval of temporary deviations**

*Add the following:*

“If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the engineer for his approval."

**i) Traffic Safety Officer**

*Add the following to the end of the second paragraph:*

“The contractor shall submit a CV of the candidate to the engineer for approval before the candidate is appointed as the traffic safety officer. “

*Insert the following as the opening phrase to sub-sub-clause (i):*

“make himself available to discuss road safety and traffic accommodation matters whenever required by the engineer and shall be responsible…”

*Delete sub-sub-clauses (ii) and (iii) and replace with the following:*

“(ii) Record on neat and dimensioned sketches and submit to the engineer the position and sign reference number, where applicable, of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer, and shall be signed by the traffic safety officer before being submitted to the engineer.

The records shall similarly account for whatever changes are made in the field. Such changes shall record the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

(iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice per workshift, whether daytime or nightwork, and at least twice a day/night during non-working hours, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the engineer such record sheets by middle of the next working shift. The above inspections must at least take place before the commencement of peak traffic periods. The traffic safety officer shall keep a duplicate book for this specific purpose.

The traffic safety officer shall also submit with this report the daily labour returns of flagmen, stop/go, traffic signal control personnel employed and the traffic data recorded at each traffic control point.”
Add the following sub-sub-clauses:

“(ix) The traffic safety officer shall be equipped with a cellular telephone and shall have a traffic safety vehicle and sufficient labour at his disposal 24 hours a day, including all prescribed non-working days, and shall not be utilised for other duties. He shall be directly answerable to the contractor’s site agent. The traffic safety officer shall have his own vehicle to carry out inspections and at least one assistant to accompany him full time. Furthermore the traffic safety vehicle shall be a truck with a capacity of at least 3 tons and shall be equipped with a high visibility rear panel in accordance with the requirements of the SARTSM as well as a truck mounted impact attenuator complying with TL-2 criteria when tested in accordance with NCHRP 350 or N1 criteria when tested in accordance with EN 1317. (Certification of compliance must be on site at all times). The attenuator shall be used when the vehicle is utilized to close traffic lanes or when attending to stationary or broken down vehicles or accident scenes. The words TRAFFIC CONTROL shall be written on a warning sign in highly legible letters, not less than 150 mm high, and the sign shall be mounted on both the traffic safety officer’s vehicle and the traffic safety vehicle at least 1,5 m above ground level. The proposed sign and letter dimensions shall be submitted to the engineer for his approval.

The vehicles shall also be equipped with flashing amber LED lights or with flashing amber LED light bars of an approved design. The warning light shall be switched on at all times and the sign shall be displayed when the vehicle is used on site.

The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract.

(x) Ensure that all obstructions related to the contractor’s activities be removed at the end of each work shift where applicable as instructed by the engineer and that the roads are safe for the travelling public.

(xi) The traffic safety officer shall, in addition to the duties listed in paragraph 1502 (i), also be responsible to arrange for the removal of stationary or broken down vehicles off the roadway in conjunction with the routine maintenance contractor and/or traffic authorities and implementing actions requested by the traffic authorities with regard to the work to be carried out and be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.

(xii) In the event of an accident the traffic officer shall record in a written report the details of the accident, record the position of all temporary road signs, barricades, delineators, flagmen and any other devices used for traffic accommodation. In addition the report shall include a neat dimensional sketch, photographs, identifiable permanent features, and any other relevant information.

(xiii) At least two separate traffic safety officers and teams shall be employed when construction is carried out during the day and night."

Add the following sub-clauses:

“j) Crossing the median or carriageway centreline

No vehicle or item of equipment shall be allowed to cross the median of a dual carriageway road or the centreline of a single carriageway unless the traffic accommodation and signage specifically allows for this and is approved by the engineer as safe.
k) **Site personnel**

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

l) **Penalty events**

Whenever the following events occur, the contractor shall be subjected to penalty conditions expressed in the Appendix to Tender.

(i) **Non-compliance with accommodation of traffic specifications**

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

A fixed penalty per occurrence at the rate provided in the Appendix to Tender, shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition a time-related penalty per hour at the rate provided in the Appendix to Tender, over and above the fixed penalty, shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

(ii) **Late occupation of lanes, ramps and/or crossroads**

The contractor shall be charged a lane occupation levy if he continues to occupy interchange ramps, crossroads and/or carriageway lanes beyond programmed completion dates. The levy shall be deducted from payments due on the relevant interim payment certificates at the rates provided in the Appendix to Tender and the pricing schedule.

m) **Liaison with relevant Authorities**

Where applicable, the contractor shall liaise on a daily basis with the Employer's relevant i-traffic Management Centre (TMC), informing their operations manager about the expected works and lane closures for the next day, inclusive of all work shifts, in order for the operational manager to take into account the accommodation of traffic impacts in the TMC's operations. The daily report shall be submitted to the TMC operations manager not later than 10h00.

For exceptional traffic accommodation impacts, such as lane closures in peak hours, short term contra flow conditions, lane closures over weekend peak periods etc., the TMC operational manager shall be informed seven days prior to the event.

The contractor shall inform the TMC about all traffic related incidents, as soon as he becomes aware of the incident.

Where required the contractor shall be responsible for acquiring the services of a municipal traffic officer and traffic vehicle (equipped with a blue light) to assist in the
accommodation of traffic. The traffic officer and vehicle will be required when lanes are to be closed and/or where directed by the Engineer.

If the road under construction forms part of an abnormal load route the contractor shall liaise with the relevant provincial abnormal load office that issues permits to ensure that permits are not issued when construction restrictions do not allow passage of the abnormal load.

n) Other requirements

The following other requirements must be adhered to for the entire contract period:

i) The travelling public shall have the right of way on public roads and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

ii) The contractor’s tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph with the following:

“The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly.”

Replace the last sentence of the second paragraph with the following:

“Traffic-control facilities no longer required at the site of a deviation or a lane closure shall be moved for re-use. Traffic-control facilities lost or damaged by the contractor shall be replaced at his own cost. Where it can be proved that loss of or damage to such facilities is beyond the contractor's control and not the result of his actions or omissions, the engineer may order the facilities to be replaced and paid for at scheduled rates.”

Replace the third paragraph with the following:

“The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the engineer shall not be departed from without prior approval of the engineer. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the engineer where deemed necessary to accommodate local site geometry and traffic conditions.”

a) Traffic control devices

Add the following at the end of the last paragraph:

“At each signalised traffic control point, an all-weather shelter of at least three (3) square metres capable of accommodating two operators, with a clear window, a stable door, two chairs and a portable chemical toilet that shall be regularly maintained, shall be provided. Each control point shall have a 2 (two) phased signal system mounted on 3m high steel poles complete with all electrical wiring, a floodlight system of at least 2x400W metal halide or equivalent LED floodlights mounted onto a 9m high pole to light up the traffic control point and lighting along the road where the traffic will queue. The provision shall include for a sufficient
continuous power supply to operate each traffic control point. Included in the establishment and operation of the traffic control devices shall be a communication system that allows the operators to communicate with each other.

At each traffic control point, plastic moveable barriers, fitted with STOP signs to both sides, shall be provided to prevent vehicles from utilising the closed road lanes. These barriers shall be moved to open and close the relevant lanes for road users.

Records of opening and closing of closures and traffic counts shall be kept and submitted daily to the traffic safety officer."

b) Road signs and barricades

Add the following:

“The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

The covering of permanent road signs, if applicable, shall be by utilizing a suitable and durable covering that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be included in the tendered rates of items B15.01 and B15.10.”

c) Channelisation devices and barricades

Add the following:

“The use of drums as channelisation devices shall not be permitted. Drums may however be used to set up barriers as provided for in sub-clause 1503(d).

Delineators shall:

(i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;

(ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;

(iii) have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;

(iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0.18m² and ballasted by its own weight or with sandbags filled with sand;

(v) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only.
On section of road where the centreline has been obliterated, delineators shall be provided on both road edges at minimum 200m spacing on straight sections and at least 3 (three) visible on all curves."

d) **Barriers**

*Add the following:*

“Vehicle restraining systems which are erected for the purpose of preventing vehicles from leaving the permitted lanes or deviations shall be movable barriers manufactured from steel or concrete with an approved safety shape design (e.g. New Jersey, F-shape or single slope). The movable barriers shall be obtained from approved suppliers and placed between the trafficked lane/s and/or the construction areas. They shall comply with the requirements of either of the following specifications:

(i) The European Specification EN 1317 with containment level H1, or


When applying these specifications, the contractor must take cognisance of the barrier’s working width. The vehicle restraint system selected shall have a working width rating to suit the available clear space behind the barrier to the nearest edge of the construction area or opposing traffic lane (in contraflow situations). No excavation, scaffolding, plant, material, equipment or personnel shall be permitted to be found, either temporarily or permanently, in the clear space behind a barrier if such space is within the barrier’s working width. This space shall be clearly demarcated and kept clear at all times.

Before ordering and erecting any vehicle restraint systems the Contractor shall note his liabilities relating to the installation of temporary Works to provide protection to the permanent Works and safety to his personnel before he selects a vehicle restraint system appropriate to his chosen work methodology. All vehicle restraint systems shall be installed and connected in accordance with the manufacturer's instructions and shall be submitted to the Engineer for review and comment. Where proprietary systems are used, the contractor’s staff shall be trained in the installation, removal and maintenance of the barrier system.

The terminal sections of moveable barriers shall be appropriate to and fully integrate with the vehicle restraint system selected and shall be able to attenuate head-on impacts of at least NCHRP Test Level 1 (50 km/h, 2 000 kg) or EN1317 Containment Level H1 (80 km/h, 1 500 kg).

Where specified, the vehicle restraint system selected shall have removable sections to permit crossing points for emergency vehicles. These sections must be fully integrated with the barrier system and provide a continuous safety restraint without compromising on the specified containment level or working width when closed. In the event of an emergency, these sections shall be easy to open with minimal personnel in under 10 minutes without the need for special tools and plant. The traffic safety officer and his staff shall be trained in opening and closing of the removable sections and shall be available to act when called upon. Removable barrier sections shall be located at a maximum spacing of 2km.”

e) **Warning devices**

*Add the following:*

“All construction vehicles and plant used on the works shall be equipped with flashing amber LED lights or with flashing amber LED light bars and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer."
(i) Vehicle mounted flashing lights

Flashing lights shall be amber LED lights or amber LED light bars of an approved design and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic within the work areas.

All LDVs and cars operating on site shall also be equipped with flashing amber lights which shall be placed so as to be highly visible from all directions and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic within the work areas.

Flashing lights and the "construction vehicle" signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

(ii) Sign mounted flashing lights

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness.

(iii) Flashing Illuminated Arrow Board

The arrow board shall be made up of light sources mounted on a backing board. A single shaft arrow will be required that can be used for both left and right directions. The light sources must be of LED type to improve visibility if used also during day time. The arrow board shall be used at lane drops as described B1502.

(iv) Mobile Variable Message Sign (VMS)

The VMS shall be mobile and located in a safe position to convey to the travelling public of traffic conditions ahead and/or inform a motorist of his actual travelling speed.

The mobile VMS system must be equipped with solar panels to provide an output of 400 Watt. It shall be stable for shocks up to 3G and wind speeds up to 120 km/h.

The sign face shall not be less than 3m wide by 1.5m high to provide a full matrix LED with at least 50 and 27 pixels for the width and height respectively. Each pixel shall have 4 LED’s and the pixel spacing shall not be less than 60mm. An LED mask for contrast and shading shall be provided. The sign shall be able to display 3 lines by 10 characters. The cone of vision is to be 30º.

The information displayed on each individual sign shall be controlled by a computer with internet connection operated by the contractor.”
f) Road Markings

*Add the following new paragraphs:*

“Temporary road marking shall be reinstated before the road is opened to full width traffic. Temporary road marking shall consist of heavy pre-marking, and/or retro-reflective road marking paint, and/or temporary road studs, as directed by the engineer.

Temporary road studs shall be installed at double the spacing and shall be fixed to the road surface with the bitumen rubber crack sealant to allow for easy removal by application of gentle heat.

Temporary road marking lines for demarcation of temporary traffic lanes, on the final road surface shall not be allowed, except if approved by the engineer. Should temporary road marking lines be approved, it shall consist of one of the following as directed by the Engineer:

(i) Construction grade tape for temporary road marking which can be removed by applying gentle heat. The tape shall be foil backed, adhesive, reflective tape. The tape shall be capable of being easily removed from the road surface by the application of gentle heat.

(ii) Removable road marking paint.”

Add the following sub-clauses:

“g) Other traffic control measures ordered by the engineer

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc. not measured in standard payitems. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

h) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator, one flagman at the first speed reduction sign and a second roving flagman at least a 100m behind the last vehicle in the queue to indicate to the traffic to stop. At night time all flagmen shall be equipped with a suitably visible strobe, and a torch at each traffic control point as well as the traffic light operator. Where the shoulder of the road is closed to traffic, flagmen shall be provided at the leading ends of closures during daytime. These flagmen shall be provided at the first speed reduction sign to warn the traffic about the closure. No flagmen shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and/or fluorescent panels in red, yellow and/or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600mm. The flag shall be attached to a staff at least 1.0m in length.
In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone.”

B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS

Add the following at the end of this clause:

“The contractor will be allowed a maximum of 2 semi-permanent work zones at any time on the N2. Each zone shall be a maximum of 2.0 km in length with a 4.0 km minimum distance between simultaneous or adjacent work zones.

Access to proclaimed side roads and farm/business/property entrances off the N2 shall be maintained at all times.”

B1510 EXISTING ROADS USED AS DIVERSIONS

Add the following:

"The contractor shall indemnify the employer against all proceedings, claims, actions, damages and costs which may arise from or be related to damage to vehicles or property or injury to persons as a result of loose stones or aggregates on the road surface or as a result of bituminous applications during the construction of the works.

The contractor shall arrange his activities so that construction traffic and equipment do not unnecessarily obstruct public traffic or force it to a complete standstill. The flow of public traffic shall always take precedence and the contractor shall not stop or delay public traffic to make way for construction traffic.”

B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF-WIDTHS

“In the event that a night time closure is required, the traffic shall be controlled utilising traffic signals as specified in clause B1503.”

Add the following as a final paragraph to this clause:

“The contractor shall programme the works in such a way to maintain two-way traffic within the contract limits during the contractor’s annual shutdown period between December and January. The contractor shall further ensure that there is no vertical step between two opposing traffic lanes. Failure to comply with these specifications will entitle the Engineer to apply a lane occupation levy.”

B1517 MEASUREMENT AND PAYMENT

Insert the following paragraph after the heading:

“The contractor’s tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.”

Amend item 15.01 to read as follows:

“Item 15.01 to read as follows:

“Item

B15.01 Accommodating traffic and maintaining temporary deviations:

(a) On the national route ................................................................. kilometre (km)
(b) On the ramps and cross roads of the Interchanges ....................... kilometre (km)”

Replace the first paragraph with the following:
“The unit of measurement shall be the kilometre, measured along the centre lines of the road, the ramps from the noses and the cross roads where construction work is carried out. Accommodation of traffic shall be measured once only, that is no separate payments shall be made for lane and shoulder rehabilitation, slurry, reseal, asphalt overlay, side drains, etc. Only the net distance of the road shall be measured and overlapping distances during staged construction shall not be measured. A distinction shall be made between accommodation of traffic on the through road and accommodation of traffic on the ramps and cross roads of interchanges.

In the second paragraph, replace the comma after “deviations” at the start of the third line with a full stop and delete the remainder of this first sentence. Also delete the whole of the second sentence, which refers to compensation for the traffic safety officer.

In the third paragraph second sentence, insert a full stop after “use” and delete the remainder of the sentence.”

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>B15.03</td>
<td>Temporary traffic control facilities</td>
</tr>
<tr>
<td>(a)</td>
<td>Flagmen</td>
</tr>
</tbody>
</table>

Replace the 1st paragraph of the payment description to the following:

“The unit of measurement shall be a full day and night worked by flagmen. A man-day shall be deemed to comprise of a number of shifts within a twenty four hour period. Shifts of 12 hours and less shall be measured as half of a man-day.”

Amend sub-item (h) to read as follows:

(h) Delineators (TW 401 and TW402)
(i) Single (size indicated) ................................................................. number (No)
(ii) Double sided blade (size indicated) ............................................... number (No)

Add the following sub-item:

(n) Other traffic control measures ordered by the engineer
   (i) Provision of other traffic control measures ............... provisional (Prov) sum
   (ii) Handling costs and profit in respect of
        sub-item B15.03(n)(i) .............................................................. percentage (%)

Expenditure under this payment item, (e.g. media releases or other signs to deliver information to the public) shall be made in accordance with sub-clause 13.5 of FIDIC Conditions of Contract for the supply and installation of any additional signs or other traffic control measure ordered by the engineer in accordance with clause B1503(g).

The tendered percentage is a percentage of the actual amount spent under subitem B15.03(n)(i), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing other signs and traffic control measures ordered by the engineer.”

Add the following at the end of the last paragraph of the payment description:

“However, allowance has been made in sub-item (h) Delineators for double the quantity of delineators required to execute the works. Payment under this item will be made up to the maximum quantity scheduled.”

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>B15.04</td>
<td>Relocation of traffic control facilities</td>
</tr>
</tbody>
</table>

Replace the first paragraph with the following:
“Except for the movement of barriers no payment for this item shall be made under this contract. All costs related to relocation of traffic control facilities shall be deemed to be included in the other pay items in this section.”

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>B15.10</td>
<td>Accommodation of traffic where the road is constructed in half-widths</td>
</tr>
</tbody>
</table>

In the second paragraph delete from the third line the expressions “flagmen”, “guards”, and “lights”.

Add the following paragraphs:

“Half-width construction is defined as construction work on the shoulder and one lane and only where 2-way traffic cannot be accommodated. Also, no slurry, seal and asphalt overlay works shall in any circumstances be measured under this item and shall be included in item B15.01 for the payment thereof. Cognisance should be taken that for the specified construction sections controlled by temporary traffic signals for half-width construction, payment shall be made once only and payment for the change over of the trafficked lanes shall not be made.

Where payment is made for a section of road in item B15.10, payment shall not be made under item B15.01.”

Amend item 15.11 to read as follows:

“B15.11 Signalised Traffic control devices

(a) Providing signalised traffic control devices .............................................. number (No)

The unit of measurement shall be the number of traffic control devices provided (as described under clause B1503(a)) where a traffic control device is deemed to be 2 (two) signalised points, one at each end of a closure. The tendered rate shall include full compensation for the provision of complete sets of signalised traffic control devices as specified.

75% of the rate offered will be payable when the traffic control devices have been provided on site ready for use and 25% when finally removed from the site.

(b) Operating signalised traffic control devices ............................................. month device

The unit of measurement shall be the month device or part thereof that the signalised traffic control device is operated.

The tendered rate shall include full compensation for all costs necessary to operate and maintain the signalised traffic control devices in full working order for 24 hours per day in compliance with the specification and shall include for 2 (two) operators per shift. Also included in the tendered rate shall be the cost of operation of the communication system between the traffic control devices.”

Add the following payitems:

“Item       | Unit          |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>B15.14</td>
<td>Amber flashing lights mounted on signs</td>
</tr>
</tbody>
</table>

The unit of measurement shall be the number of sets provided.

The tendered rate shall include full compensation to provide, erect, operate and maintain a set of 2 (two) amber flashing lights per sign at each end of the traffic accommodation sections. It shall also include the provision of power to operate the lights, replacing bulbs as required and keeping the lenses clean and visible.
Item | Unit
--- | ---
B15.15 **Provision of traffic safety equipment for visitors**
(a) Safety jackets ............................................................... number (No)
(b) Hard hats ........................................................................ number (No)

The unit of measurement shall be the number of each item provided as specified, and approved by the engineer.

The tendered rates for the various safety items shall include full compensation for provision thereof and maintenance in good working order.

Item | Unit
--- | ---
B15.16 **Provision of traffic safety**
(a) Traffic safety officer ................................................. month

The unit of measurement shall be the month (or part thereof) that the specified duties of the traffic safety officer are performed, irrespective of the number of traffic safety officers employed in any 24 hour day.

The tendered rate shall include full compensation for the cost of the traffic safety officer(s) to conduct the duties as specified in sub-clause B1502(i) and includes the provision of his own vehicle, fuel, vehicle maintenance and insurance and the cost of the cellular telephone and all other incidentals related to the performance of his duties.

(b) Traffic safety vehicle(s) .................................................. month

The unit of measurement shall be the month (or part thereof) that the safety vehicle is on site and in continuous use in the performance of traffic safety.

The rate tendered shall include the provision of the traffic safety vehicle, fuel, vehicle maintenance and insurance costs, drivers, labourers and all other incidentals related to the performance of the traffic safety duties.

Item | Unit
--- | ---
B15.17 **Penalties:**
(a) Fixed penalty per occurrence ........................................ number (No)
(b) Time related penalty ....................................................... hour (h)

In subitem B15.17(a) a fixed penalty of R20 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition, in subitem B15.17(b), a time-related penalty of R2000.00 per hour over and above the fixed penalty in subitem B15.17(a) shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within reasonable time after the engineer has given an instruction to this effect. The engineer’s instruction shall state the time in hours for re-instatement of the defects. Should the contractor fail to adhere to the instruction, the time-related penalty will be applied from the time the instruction was given.”

*Add the following:*

"**B1519 ACCOMMODATION OF PEDESTRIAN TRAFFIC**

The contractor shall pay specific attention to the accommodation of pedestrian traffic along the cross roads where the safety of pedestrians could be compromised as a result of the works."
Where pedestrians have to cross the site, the contractor shall ensure that the pedestrians are safeguarded and shall be able to cross the site without being endangered. The pedestrians should not be able to enter areas where works are taking place.

Should a walkway be required, it shall have a clear opening of at least 1.2 m wide and 2.1 m high and shall be uniformly illuminated at all times. The surface of the walkway shall be free from obstructions and shall be clearly signposted to guide the pedestrians towards the walkway. If steps are required to reach the level of the walkway, these shall comply with the OHS act and have proper handrails. No ramps shall be steeper than 1 in 8.

Payment for compliance to this requirement shall be deemed to be included in the rates tendered for accommodation of traffic."

a) **Works on/outside the shoulders for the widenings**

During this stage of construction, no slow lane may be closed for purpose of providing working space and the contractor shall strive to provide the existing number of through lanes at all times. The following conditions must be adhered to:

i) Temporary barriers are to be used on the widening of the national road between the existing road and new construction and reflectors shall be fixed to the sides to increase visibility during night.

ii) The number of entrances that may be provided into the working space shall be restricted to a maximum of two.

iii) Construction vehicles will only be allowed to exit the construction area at the end of the section under construction.

iv) Flicker lights shall be erected at the start of the closure for the entire construction period of each section during night time.

v) The speed must be reduced to 80 km/h.

vi) Alternating flicker lights shall be used on the first pair of road signs at any set of traffic accommodation.

b) **Long term works in the median**

The works shall be programmed that roadworks in the median and the outside shoulder does not take place simultaneously, if applicable. The following conditions must be adhered to:

i) The traffic shall be moved to the outside by changing of the lane markings to maintain the existing number of through lanes.

ii) The fast lane can be closed temporarily and the start shall be indicated with a flashing illuminated arrow board, also during day time.

iii) A temporary barrier shall be placed between the construction area and traffic, inside the fast lane and next to the middle lane.

iv) The speed shall be reduced to 80 km/h.

v) Only one entrance to the construction area shall be provided.

vi) Construction vehicles will only be allowed to exit the construction area at the end of the closure in order to allow for acceleration in the fast lane.

vii) Should construction in the median during night hours be required, the contractor shall make use of alternate lighting and flashing illuminated arrow boards.
c) **Short term diversion of a carriageway if applicable**

This will typically be required during the placing of precast bridge beams and the erection of gantry structures. This will entail a slow lane drop on the one carriageway to be closed and a fast lane drop on the opposite carriageway. The following conditions must be adhered to:

i) A minimum of two lanes with 3.3m lane widths must be provided in both directions. This will require that certain widenings must be completed to provide a wide enough road surface.

ii) The speed shall be reduced to 60 km/h in both directions.

iii) Temporary barriers shall be used to separate the traffic

iv) Double flashing illuminated arrow boards shall be placed at the lane drops.

v) This type of closure or diversion must be approved by the Engineer and may occur during Saturdays from 14:00 to sunset and Sundays from 08:00 to 15:00 or any other time approved by the Engineer. Consequently the penalty for late opening shall be applicable to this type of closure.

vi) The travelling public shall be informed by the information signs.

vii) The public shall also be informed through the media of the planned closure 7 days in advance of the closure or diversion.

d) **Long term shoulder closure at bridges**

The following conditions shall be adhered to:

i) Temporary barriers must be placed on the shoulder 1 m away from the slow lane.

ii) A flashing illuminated arrow board must be placed at the start of the closure.

iii) The speed must be reduced to 80 km/h.

iv) Construction vehicles will only be allowed to exit the construction area at the end of the closure in order to allow for acceleration on the shoulder.

v) Entrance to the construction area shall only be provided at the start of the closure.

e) **Short term lane closure**

Short term lane closures shall typically be required during the surfacing overlay of the existing national road, application of lane markings and road studs, parking of concrete trucks during the pour of the road concrete pavement, etc. The following conditions must be adhered to:

i) The approximate time periods for short term lane closures and construction of the works shall be as follows:

   a) Day shifts: 08:30 – 15:30

   The above-mentioned time periods, especially the start of the lane closure, shall be determined at the start of each shift by the engineer and may vary slightly from the times indicated. Different time periods shall be applicable for each of the carriageways, the individual ramps and cross roads.

   ii) The day prior to a long weekend the full road width shall be re-opened not later than 14:00.
iii) For night shifts, the maximum reflection shall be used on road signs and LED lights shall be used with reflective lighting.

iv) A minimum of 2 lanes with 3.3m lane widths shall be provided at all times.

v) Flashing illuminated arrow boards must be placed at the start of the closure.

vi) Delineators shall be used to demarcate the construction area.

vii) Lane closure may only be done between the hours specified in this clause and the full road shall be opened at the end of the shift. Consequently the penalty for late opening of a lane to traffic shall be applicable to this type of closure.

viii) The maximum length of lane closure is 2.0 km.

ix) The maximum number of closures is one per direction of traffic flow.

x) Information signs as detailed with variable dates and times of a lane closure shall be erected at positions as directed by the engineer. The travelling public shall be informed of the lane closure at least 7 days in advance by displaying the information on the sign.

f) Very short term full closure of a carriageway

Full closure of a carriageway will typically be required for the time of blasting, for heavy rigs to cross over to the median and back, etc. The following conditions must be adhered to:

g) Permission must be given by the engineer

i) The public must be informed through the radio the day preceding and the day of the closure.

ii) Information of the closure must be displayed on the Variable Message Signs 7 days in advance.

iii) Full closure will only be permitted during day time between peak hours.

iv) Closure must not occur on a Friday or the day preceding a long weekend.

v) The assistance of the traffic authorities shall be acquired.

vi) The time of closure must be limited not to exceed 15 minutes.

   A possible procedure for halting the traffic is:
   - Close the slow lane to reduce the speed of the traffic.
   - For the remaining lanes, vehicles of the contractor with high visibility signs are to drive side by side in each lane and reduce speed until a stand still.

vii) The carriageway shall be opened only after declared safe by the contractor.

h) Works on cross roads and ramps

Whilst construction work on ramps and cross roads is conducted the following conditions shall be adhered to:

i) All road signs used shall be high visibility rectangular signs.

ii) Excavations shall be demarcated with temporary steel and/or concrete barriers at areas causing a safety hazard, else delineators can be used.

iii) At least half of the road or ramp shall be open to accommodate traffic."
SECTION B1800:  DAYWORKS

B1801 SCOPE

This section covers the listing of daywork items in accordance with sub-clause 13.6 of the FIDIC Conditions of Contract, for the use in determining payment for work which cannot be quantified in specific units in the Pricing Schedule, or work ordered by the engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Pricing Schedule.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless written authorisation has been obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>B18.01 Personnel</td>
<td></td>
</tr>
<tr>
<td>(a) Unskilled labour</td>
<td>hour (h)</td>
</tr>
<tr>
<td>(b) Semi-skilled labour</td>
<td>hour (h)</td>
</tr>
<tr>
<td>(c) Skilled labour</td>
<td>hour (h)</td>
</tr>
<tr>
<td>(d) Ganger</td>
<td>hour (h)</td>
</tr>
<tr>
<td>(e) Foreman</td>
<td>hour (h)</td>
</tr>
<tr>
<td>(f) Flagmen</td>
<td>hour (h)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>B18.02 Equipment</td>
<td></td>
</tr>
<tr>
<td>(a) Specify</td>
<td>hour (h)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>B18.03 Materials</td>
<td></td>
</tr>
<tr>
<td>(a) Procurement of materials</td>
<td>provisional (Prov) sum</td>
</tr>
<tr>
<td>(b) Contractor's handling costs, profit and all other charges in respect of sub-item B1803(a)</td>
<td>percentage (%)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>B18.04 Transport</td>
<td></td>
</tr>
<tr>
<td>(a) LDV</td>
<td>kilometre (km)</td>
</tr>
<tr>
<td>(b) Flatbed truck</td>
<td>kilometre (km)</td>
</tr>
</tbody>
</table>

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of equipment or personnel. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

Measurement shall only be for work instructed and directed by the engineer, where the engineer considers no other appropriate rate is applicable in the Pricing Schedule. Prior to the commencement of any work by the personnel described under item B18.01 the contractor must obtain written consent from the engineer regarding their classification in terms of "unskilled", semi-skilled" and "skilled" personnel.

The tendered rates for labour under B18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, Employer’s contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment...
and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the engineer, for all administrative, supervisory, operative and contingent cost, and profit relating to the running of the plant.

The unit of measurement for subitem B18.03(a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the FIDIC Conditions of Contract. Only the actual quantities of materials used, as verified by the engineer, shall be paid for.

The percentage tendered for subitem B18.03(b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under subitem B18.03(a) and shall be in full and final compensation in respect of the contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for item B18.04 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the engineer.

The tendered rate for item B18.04 shall include full compensation for the cost of the vehicle including fuel, maintenance depreciation and running costs.

The abovementioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.
B4301 SCOPE

Add the following paragraph:

“The contractor shall take and submit samples of materials and/or mixtures to the engineer who must approve designs before construction work can commence.”

B4302 MATERIALS

Add the following to the first paragraph:


a) Bituminous binders
   (i) Conventional bituminous binders.

(2) Bitumen Emulsions

Replace the contents of this sub-clause with the following:

Cationic Emulsion…………………………SANS 4001-BT4:2014

The bitumen emulsion shall be manufactured from bitumen complying with the requirements of SANS 4001-BT1:2016. The type and grade of bitumen emulsion to be used on this contract shall be anionic stable grade diluted to 30% net binder. The use of a volatile solvent flux added to the bitumen shall not be permitted unless approved by the engineer.”

Add the following sub-clauses:

“e) Water for diluting emulsions

Water used for the dilution of emulsions on site shall be suitable potable water, and each source of water used shall be tested for compatibility with the emulsion before it is added to the bulk emulsion.

f) Testing of polymer modified bitumen/emulsion

Testing shall be in accordance with the methods described in “Technical Guideline: The use of Modified Bituminous Binder in Road Construction (TG 1-November-2007): Asphalt Academy”.

During spraying of each batch, the contractor shall draw off at least three test samples of the modified bitumen/emulsion product and submit them to the engineer for acceptance testing purposes. The supplier shall submit all his test results to the engineer for correlation purposes, failing which the engineer’s results shall be binding in terms of acceptance or rejection of the product.”

B4303 PLANT AND EQUIPMENT

b) Binder distributor

Add the following:

“Prior to the commencement of any work, a calibration certificate, not older than 12 months, for the binder distributor shall be presented to the engineer for approval.”
The binder distributor shall be capable of spraying the binder at the specified application rates and to the satisfaction of the engineer. The pump of the distributor shall be capable of delivering the binder at the spray bar nozzles at the correct pressure to obtain the specified application rates, irrespective of the viscosity properties of the prescribed binder. The spray bar of the distributor shall be fitted with fishplates at the outside edge of the bar to prevent over spraying onto gravel shoulders or staining of concrete elements on the edge of the surfacing of the road.

In addition, the transverse distribution of the spray bar shall be field-verified by means of SANS 3001-BT24: Civil engineering test methods Part BT24: Measurement of transverse distribution (‘Bucket test’) for a binder distributor. The maximum permissible tolerance permitted between the troughs (excluding the outer 300mm) is dependent on the viscosity of the binder type being applied and shall be as follows:

- Emulsions, cutback and penetration grade bitumens - 5%

The spray bar shall be of such design as to allow for any adjustments to be made in order to meet the above tolerances. This procedure shall be carried out each time the distributor is first established on site and once a week thereafter or when a problem with transverse distribution is suspected. The binder distributor shall thus have a set of troughs available in order to allow the execution of the test. For limited quantities of spray-work, the engineer may accept the results of a recently completed distribution test that has been recorded and approved by an independent supervisor on the distributor’s test log book.

The binder distributor shall be fitted with a suitable valve or other access gate for taking of samples of the binder for testing purposes."

### TABLE B4314/1: PAYMENT REDUCTION FACTORS FOR CONDITIONALLY ACCEPTED BINDER APPLICATION RATES

<table>
<thead>
<tr>
<th>Conventional bitumen and emulsion. Deviation from specified spray rate Net cold bitumen. (%)</th>
<th>Hot applied homogeneous and non-homogeneous modified bitumen. Deviation from specified rate. At spray temperature. (%)</th>
<th>% Payment of tendered rate for seal</th>
</tr>
</thead>
<tbody>
<tr>
<td>±5,0</td>
<td>±5,0</td>
<td>100%</td>
</tr>
<tr>
<td>±6,0</td>
<td>±6,0</td>
<td>97.5%</td>
</tr>
<tr>
<td>±7,0</td>
<td>±7,0</td>
<td>95%</td>
</tr>
<tr>
<td>±8,0</td>
<td>±8,0</td>
<td>90%</td>
</tr>
<tr>
<td>±9,0</td>
<td>±9,0</td>
<td>85%</td>
</tr>
<tr>
<td>±10,0</td>
<td>±10,0</td>
<td>80%</td>
</tr>
</tbody>
</table>
Add the following at the end of the last paragraph:

"The completed surfacing shall be of uniform texture without gaps or patches and shall be free from longitudinal and transverse corrugations and any loose aggregate or binder spillage.

The edges of the completed bituminous surfacing shall be true to line."

d) **Conditional acceptance**

*Delete the entire sub-clause*
SECTION B4800: TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS

B4801 SCOPE

Delete the full stop at the end of sub-clause (a) and add the following:

“or has surplus binder (bleeding and / or flushing).”

B4803 PLANT AND EQUIPMENT

Add the following new sub-clause:

“(d) High pressure water blasting machine

Water blasting shall be done with an approved water blasting machine capable of treating a minimum surface width of 2.5 metres in a single pass with a minimum of five independent rapidly rotating blasting heads and apply fine and focused streams of water at high speed to the surface. The machine shall have a water tank with a minimum capacity of 5 kl. The water pressure shall be adjustable ranging from 8 MPa to 80MPa to achieve the required degree of removal of binder without damaging the surface seal. The forward operating speed of the machine shall be at least 2.5m per minute. The machine shall be equipped with a suitable vacuum and storage facility to remove and hold any waste material generated during the water blasting operation.”

B4804 CONSTRUCTION

a) Treatment with diluted bituminous emulsion (fog spray)

Replace the second paragraph with the following:

“The treatment shall consist of the application of a fog spray of 30% anionic stable grade bitumen emulsion to the existing surface by means of a pressure distributor at a rate between 0,6 ℓ/m² and 1,0 ℓ/m², as instructed on site by the engineer, in widths that may vary from 0,5 m to 4,0 m in a single pass. A water tanker with a pressure distributor shall be available on standby for pre-wetting the areas scheduled for fog spray. If so required by the engineer, the contractor shall dampen the road surface immediately prior to application of the fog spray. The contractor shall apply the fog spray on the first lane to be treated up to existing centreline marking and not on or over the existing centreline marking. Only when treating the second lane the contractor will be allowed to spray over the existing centreline during the second lane works.”

Add the following new sub-clause:

“(h) Pretreatment of road surface by means of high pressure water blasting

This treatment shall be applied in areas where the Degree 3 or worse bleeding in accordance with TMH9 exists and where improvement of the texture depth is required prior to the application of the fog spray. The areas to be treated shall be indicated on site by the engineer. The work involves the removal of excess binder from the surface in designated areas by means of high pressure water blasting, removal and disposal of liquid and solid waste. The use of chemicals during the water blasting operation shall not be permitted. If it is evident that during or after treatment the existing surfacing is being damaged, the contractor shall cease treatment immediately and implement corrective action.

The minimum surface texture after treatment shall be 0.8 mm as measured in accordance with SANS 3001-BT11. The contractor shall conduct a trial section for each degree of bleeding to be treated to demonstrate the he can obtain the minimum required surface texture after treatment. The minimum size of these trial sections shall be 100 m². The contractor shall be responsible for measuring the surface texture after treatment at at least four randomly determined positions per lot (a day’s work). The work also involves the collection of solid and liquid waste generated by the treatment in a single operation together with the water blasting. All waste shall be disposed of in...
accordance with the environmental management plan and Section C of these specifications.

**B4807 MEASUREMENT AND PAYMENT**

*Add the following new pay items:*

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>“B48.22 Provision and application of water for pre-wetting”</td>
<td>kilolitre (kℓ)</td>
</tr>
</tbody>
</table>

The unit of measurement shall be the kilolitre of water provided and applied in accordance with the engineer’s instructions for pre-wetting the areas scheduled for fog spray. The tendered rate shall include for furnishing, transporting and applying the water and for the provision of spraying equipment or plant.

**B48.23 Texturing by means of high pressure water blasting ... square metre (m²)**

The unit of measurement for texturing shall be a net square metre of road surface treated in accordance with the specifications. The tendered rate shall include full compensation for establishment and de-establishment of the water blasting team, plant and equipment, removal of excess binder to obtain the minimum required surface texture depth, supply and transportation of water, collection of solid and liquid waste and disposal thereof and any other incidental costs and associated with the texturing operation. No separate payment will be made for disposal of waste in an environmentally friendly manner. The tendered rate shall also include for a treatment of a designated area as a trial section, costs associated with daily process control testing and all costs associated with successfully demonstrating the method of texturing.”
SECTION B5700: ROAD MARKINGS

B5701 SCOPE

Replace “South African Road Traffic Signs Manual” in the second paragraph with:

“SADC Road Traffic Signs Manual”

Replace the words “ordinary road marking paint” with “solvent borne road marking paint”.

Replace “BS 3262” with “EN 1436”.

Replace “Hot melt plastic road marking” with “thermoplastic road marking”.

B5702 MATERIALS

Insert the following before subclause (a) Paint:

“The selection of the appropriate road marking paint and materials for permanent road markings to ensure conformance with the requirements of this specification rests with the contractor. Such paint and material shall have technical characteristics (brightness, luminance, skid resistance, durability) equal to or greater than road marking paint and materials specified in subclauses 5702(a), (b) and B5702(c).

Where plastic road-marking material (hot-melt plastic (also known as thermoplastic) and two-component (also known as cold plastic)) is used, the contractor shall obtain an approved guarantee from the manufacturer that the paint complies with the specification. This shall be submitted to the Engineer on request.”

Replace sub-subclause B5702(a)(i) with the following:

“(i) Road marking paint

Road marking paint shall be Type 1 as specified in SANS 731-1. Only paint, manufactured in a SANS approved and accredited facility shall be accepted. The no-pick-up time of road-marking paint shall comply with the Class 1 requirement in accordance with SANS 731-1.

The paint shall be delivered at the site in sealed containers marked in accordance with SANS 731-1.

The viscosity of the paint shall be such that it can be applied without being thinned down.”

Replace sub-subclause B5702(a)(iii) with the following:

“(iii) Thermoplastic road marking material

Thermoplastic road marking material shall comply with the requirements of EN 1436, and EN 1423: 1998 for drop-on glass beads for road marking and anti-skid aggregates and mixtures thereof. Blending of thermoplastic road marking material and glass beads shall comply with EN 1424: 1998.

The binder shall be an elasticized synthetic resin and the material shall be reflectorized by mixing in 25% by mass Class A glass beads in accordance with EN 1424: 1998. An additional topping of glass beads shall be applied to the hot surface of the material for instant retro-reflectivity.

The white road marking material shall contain 6% by mass minimum titanium dioxide content and shall have a skid resistance of 45 S.R.T. – units or higher. SABS Method 1248: 1995 shall be used for determination of traffic wear index; indication of durability.

The following minimum lumination values are required for the completed product:
- 250 mcd/m².lux & 120 mcd/m².lux for white & yellow lines respectively, at 30 days after application.
- 200 mcd/m².lux & 100 mcd/m².lux for white & yellow lines respectively, at 6 months after application.

Determination of coefficient of retro-reflected luminance by means of portable retro-reflectometer shall be carried out using SANS 6261: 2008. Application of the permanent roadmarking will thus have to be performed within the first 6 months of the 12 month defects liability period to allow for the second measurement to fall within the contract dates. Should the application of the permanent road-marking fall outside the first half of the defects liability period for whatever reason, the settlement of the retention money will be delayed until the second measurement of luminance can be performed at the stipulated time and the required adjustment can be made to the tendered rate (if required).

Two-component cold plastic road marking material shall be used for symbols, arrows and letters (hand painted markings) unless otherwise instructed by the Engineer.

Add the following sub-subclause:

“(v) Cold plastic road marking material

Cold plastic road marking material shall be used for symbols, arrows and letters (hand painted markings) and shall consist of a solvent-free reactive acrylic resin, stuffing, beads and pigment to which a hardener shall be added. Application is carried out using a trowel. Material applied by paint brush shall not be used.

Cold plastic road marking material shall be reflectorized by mixing in 25% by mass (or 400g/m²) Class A glass beads in accordance with EN 1424: 1998. An additional topping of glass beads is applied to the wet surface of the material after application and will comply with EN 1423: 1997.”

b) Roadstuds

Replace the clause with the following:

“Permanent and temporary road studs shall comply with the requirements of the European Standard for road studs IS EN 1463.

The road studs to be used on this contract shall be RSA - 2.”

Road studs for the areas of application shall be supplied and installed in accordance with the requirements set out in Table B5702/1 with reference to IS EN 1463.
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<th>Classification</th>
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<td></td>
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<tr>
<td>Dimensions (min-footprint)</td>
<td>100mmx80mm</td>
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<tr>
<td>Road Trials</td>
<td>S1</td>
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</table>

Add the following sub-item:

“c) **Retro-reflective beads**

Retro-reflective glass beads shall be applied to the wet paint, thermoplastic and cold plastic.

The beads shall comply with Class A beads in accordance with EN 1424: 1998, with the following requirements or as approved by the Engineer:

- colour : crystal clear
- roundness : > 80%
- size range of : 14 – 200 US Mesh (75 – 1400 Microns)
- refractive index : > 1.5
- specific gravity : ± 2.5
- granulometry : |

<table>
<thead>
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<th>CUMULATIVE RETAINED MASS</th>
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<td>PAN</td>
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</tbody>
</table>

The beads shall be delivered to the site in sealed bags, marked with the name of the manufacturer, the batch number and an inspection seal of SANS, confirming that the beads form part of a lot tested by SANS and comply with the requirements of EN 1424: 1998. Alternatively, the Contractor shall at all times have a SANS certificate on the site, identifying the batches to which the inspection seals apply and
certifying that they have been tested by SANS, and comply with the requirement of EN 1424: 1998."

B5704 MECHANICAL EQUIPMENT FOR PAINTING

Add the following sentence at the end of the first paragraph:

"The road-marking machine shall be fitted with a device to guide the operator to the centre of the line to be painted. This device shall be used at all times of operation."

B5705 SURFACE PREPARATION

Add the following at the end of the second paragraph:

"The onus is on the contractor to ensure that the surface on which the road markings are to be applied is sufficiently clean and dry to ensure that the quality of the road markings will not be adversely affected. The contractor is also responsible for protecting road studs from being painted over, and the subsequent cleaning thereof if such over-painting did occur."

B5706 SETTING OUT THE ROAD MARKINGS

Insert the following before the first paragraph:

"Where road markings are to be replaced after any construction activity, it is essential that all existing road marking be accurately surveyed and referenced before commencement of such construction activities which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the engineer before the contractor commences with the road marking."

B5707 APPLYING THE PAINT

Insert the following before the first paragraph:

"The Contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be on site or is required to move within the site. Provision is also made under item B57.07 for de-establishment and re-establishment in the contract or defects notification period if such action is required by delays not attributable to the contractor and/or ordered by the Engineer."

Replace the sixth paragraph with the following:

"Solvent borne road marking paint shall be applied at a nominal rate of 0,42ℓ/m² or as directed by the Engineer. Thermoplastic road marking shall be applied at a nominal rate of 2,5 kg/m² to achieve a minimum thickness of 1,25mm to 1,5mm or as directed by the Engineer. The two-component road marking material shall be applied by hand by means of a trowel. The desired symbol or line shall be marked with a tape or a template on the road surface. Thereafter apply the required volume of material and spread uniformly over the entire area. When dry/set, remove the tape or template. A spreading rate of 4,5kg/m² is estimated to achieve a 2,0mm material thickness.

In order to ensure proper coverage on all types of surfaces the Engineer may order an increase in the above nominal application rates. Payment for these variations in application rates shall be made under item 57.04.

A daily log-sheet, provided by the Employer, shall be completed and signed by the Contractor and the Engineer’s representative, recording the quantities of paint and glass beads used on that day and shall be available for inspection at all times. The completed and signed log-sheet for the period covered by a payment certificate shall be attached to the payment certificate."

Replace the last paragraph with the following:
“Solvent-based road marking as specified by the Engineer shall be carried out within 14 days of opening the road full width to traffic after the completion of the surfacing.

If in the opinion of the Engineer, conditions are unsafe, the centre-line shall be painted immediately after 2.0 km of continuous road has received a new asphalt layer, or 4.0 km of continuous road has received a new seal surfacing.”

B5708  APPLYING THE RETRO-REFLECTIVE BEADS

*In the first paragraph, replace the nominal application rate of 0.8kg/litre with “400gm/m2”.*

*Replace the second paragraph with the following:*

“The thermoplastic road marking material and two-component road marking material shall contain in situ glass beads of minimum content of 25% in order to obtain night visibility (reflectivity). The contractor shall immediately apply additional glass beads at 400g/m² to obtain immediate reflectivity. The beads shall be sprayed onto the road marking layer by means of a pressure sprayer. Where letter, symbol, traverse line and island road marking is undertaken by hand, the glass beads may be applied by hand if approved by the Engineer. Prior to any hand application work, the contractor shall first request approval from the Engineer.”

*Add the following:*

“Beads shall be applied in accordance with EN 1424.”

B5710  TOLERANCES

*Add the following paragraphs to subclause (c) Alignment of markings:*

“When an unbroken line and a broken line are painted alongside each other, the beginning and the end of the unbroken line shall coincide with the beginning of one broken line and the end of another broken line. When existing lines are repainted, the new markings shall not deviate more than 100mm in the longitudinal direction nor 10 mm in the transverse direction from the existing marking.

The alignment of the road studs shall not deviate from the true alignment by more than 10mm and shall be positioned so that the reflective faces are within 5° of a right angle to the centre line of the road.”

*Add the following subclause:*

“e)  Testing

(1)  Plant

Before painting any permanent road markings, the Contractor shall satisfy himself and the Engineer, by painting test lines on a section of pavement other than the section required to be marked:

(i) that the painting machine is in good working order and properly adjusted;
(ii) that the operator is fully experienced; and
(iii) that the machine sprays at the specified rate of paint application.

The Contractor shall bear the cost of all materials and workmanship required for the above plant tests.

In addition, the Contractor shall conduct random paint thickness tests and dip/spread tests as required by the Engineer.”
**B5711 GENERAL**

*Insert the following into the last sentence of the last paragraph between “black paint” and “or chemical paint remover”:

“, bituminous emulsion, slurry”*

*Add the following to the last paragraph:

“Where black paint is used, it shall be matt.”*

*Add the following clause:

“The Contractor shall provide temporary traffic control facilities in accordance with Section 1500 of the COLTO’s standard specifications for road and bridge works to ensure traffic safety where work is being executed.

Property and/or road signs damaged by the Contractor, his personnel, his agents or sub-contractors shall be repaired or restored to their condition prior to the damage at his own cost.”*

**B5712 FAULTY WORKMANSHIP OR MATERIAL**

*Add the following paragraphs to this item:

“The Contractor shall rectify in an acceptable manner and at his own costs; all marking that do not comply with the specified requirements.

While work is in progress, tests shall be carried out on materials and/or the quality of work to ensure compliance with the specified requirements. The sampling methods are specified in SANS 731-1. The sampling methods described in TMH5 shall be followed where applicable.”*

**B5713 PROTECTION**

*Add the following paragraph

“Traffic cones shall not be smaller than 750mm in height and shall be placed on the road not further than 48m apart. Cones shall not be removed before the paint on the road has hardened to such an extent that it will not be damaged by traffic and the adhesive of the road studs has hardened to such an extent that the studs will not turn or become loose. All marks on the road caused by traffic driving over wet paint shall be removed by the Contractor at his own cost.”*

**B5714 MEASUREMENT AND PAYMENT**

*Amend the heading for payitem B57.03 as follows:

“Item ................................ Unit

B57.03 Thermo-plastic road-marking paint........................................ kilometre (km)”*

*Add the following after the third paragraph:

“Full payment of the tendered rate will be applicable upon completion of the application of the road-marking paint. However, should the coefficient of retro-reflective luminance fall below the required minimum levels as specified in paragraph B5702 above, payment will be reduced on the following sliding scale:

White lines:

- Below 250 mcd/m2.lux at 30 days: minus 10% of the tendered rate
- Below 200 down to 180 mcd/m2.lux at 6 months: minus 10% of the reduced rate
- Below 180 down to 160 mcd/m2.lux at 6 months: minus 20% of the reduced rate
- Below 160 down to 140 mcd/m2.lux at 6 months: minus 30% of the reduced rate
Yellow lines:
- Below 120 down at 30 days: minus 20% of the tendered rate
- Below 100 down to 80 mcd/m2.lux at 6 months: minus 20% of the reduced rate

The reduction in the tendered rate applicable for failing to meet the specified minimum luminance level at the 30 days and 6 months measurement dates shall be applied accumulative in the certificate immediately following the date of measurement.

Amend payitem 57.05 by replacing the payitem heading with the following:

“Item

B57.05 Roadstuds (installation and maintenance)

(a) RSA-1 ................................................................. number (No)
(b) RSA-2 ................................................................. number (No)
(c) RSA-3 ................................................................. number (No)
(d) RSA-T ................................................................. number (No)

Add the following after the first sentence of the second paragraph of payitem 57.05:

“No additional payment will be made should temporary or permanent road studs be replaced if lost or broken during the construction period or during the Defects Notification Period.”

Item

B57.06 Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols) ......................... kilometre (km)

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking.”

Amend payitem 57.07 by replacing the payitem heading with the following:

“Item

B57.07 Re-establishing the painting unit at the end of the defects notification period lump sum”

In the 4th line of the 1st paragraph delete the word “maintenance” and replace with “defects notification”

Add the following payitems:

“Item

B57.10 Cold plastic road marking material

(a) White lettering and symbols .............................................. square metre (m\(^2\))
(b) Yellow lettering and symbols .............................................. square metre (m\(^2\))
(c) Transverse lines, painted island and arrestor bed markings (any colour) ............................................................ square metre (m\(^2\))

The unit of measurement for applying the roadmarking material for the lettering, symbols, transverse lines, islands and arrestor bed markings shall be the square metre, and the
quantity to be paid for shall be the actual surface area of the lettering, symbols, transverse lines, islands and arrestor bed markings, completed in accordance with the instructions of the Engineer.

The tendered rate per square metre for applying the road marking material shall include full compensation for procuring and furnishing all material, including the retro-reflective beads and all necessary equipment, and for applying, protecting and maintenance as specified, including the setting out of lettering, symbols, transverse lines, islands and arrestor bed markings.

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<tbody>
<tr>
<td>B57.11</td>
<td>Re-establishing the painting unit on instruction of the Engineer during the construction period</td>
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</table>

The unit of measurement shall be the number of times the painting unit is re-established on site on instruction of the Engineer.

The Contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be on site or is required to move within the site.

Provision is made under payment item 57.07 for de-establishment and re-establishment in the contract or maintenance period if such action is required by delays not attributable to the contractor and/or ordered by the Engineer.

The tendered rate shall include full compensation for re-establishing the complete painting unit on the site and the subsequent removal of all special equipment, personnel, etc., for painting the road-traffic markings during the construction period."
In the first line of the second paragraph, insert the following after ‘this section’

“… distinguishes between new construction and renewal construction. When construction is new, as in the case of new alignments for example, then this section"

B5902 FINISHING THE ROAD AND ROAD RESERVE

Retain the existing paragraphs as sub-clause:

“a) New construction"

Replace the sixth paragraph with:

“All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”

Add the following:

“b) Renewal construction

After completing construction work within the site, the contractor shall ensure that all construction generated or related material that may have been swept, windrowed, stockpiled, stored or spread beyond the road surface is removed. This shall be done before any other rehabilitation work is undertaken, including shaping, topsoiling and grassing. Should, during the removal of construction generated or related material, existing vegetation or topsoil be disturbed or destroyed, the contractor shall, at his own cost, re-instate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

Culvert inlets and outlets, culvert barrels, and open drains shall be cleared of debris, soil, silt and other material generated from the construction activities.

The surfacing shall be cleared of all dirt, mud and foreign objects. Dragging, pushing or scraping material across the finished surfacing shall not be permitted.

All junctions, intersections, islands, kerbing and other elements making up the completed works shall be neatly finished off.

The contractor shall ensure that all undesirable plants have been removed from the road reserve and borrow pit areas.

All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”
COLTO SERIES 8000:  SUNDRIES

SECTION B8100:  TESTING MATERIALS AND WORKMANSHIP

B8102:  TESTING METHODS

*Insert the following as a new first paragraph:*

“Where reference is made to TMH test methods in this specification or the standard specifications, it shall be replaced with the relevant current published SANS test method.”
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

SECTION C: ENVIRONMENTAL MANAGEMENT PLAN
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The South African National Roads Agency SOC Limited (SANRAL) recognises environmental management as a key component of road infrastructure development and as part of its environmental policy has developed this Environmental Management Plan (EMPI) as a tool for continual improvement in environmental performance.

This EMPI prescribes the methods by which proper environmental controls are to be implemented by the Contractor. The duration over which the Contractor’s controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the Conditions of Contract for Construction for Building and Engineering Works Designed by SANRAL (1999 edition) published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) as the Defects Notification Period (maintenance period).

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

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

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

Alien Vegetation: undesirable plant growth which includes, but is not limited to all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA), 1983 regulations. Other vegetation deemed to be alien are those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

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

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

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

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

Environmental Impact: any change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.
Environmental Impact Assessment (EIA): a systematic process of identifying, assessing and reporting environmental impacts associated with an activity and includes basic assessment and scoping and environmental impact reporting.

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

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

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

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

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

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

C1003 LEGAL REQUIREMENTS

(a) General

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

(b) Statutory and other applicable legislation

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

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

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

This act provides for control over the utilisation of the natural agricultural resources of South Africa in order to promote the conservation of soil, water sources and vegetation, as well as combating weeds and invader plants.
(ii) **The Constitution (Act 6 of 1996)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This act makes provision for promoting the sustainable management and development of forests, and for the protection of certain forests and trees for environmental, economic, educational, recreational, cultural, health and spiritual purposes.
(x) **National Heritage Resources Act (Act No. 25 of 1999)**

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

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

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

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

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C1004 **ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS**

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

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

(a) **SANRAL**

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

(b) **The Engineer**

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

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

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

(c) **The Contractor**

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

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

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

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

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

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

As a minimum the DEO shall have an accredited diploma qualification in environmental or natural sciences or equivalent and a minimum of 2 years' experience in a similar role in construction or other environmental regulatory field.

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

(e) Environmental Control Officer (ECO)

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

C1005 TRAINING

(a) Qualifications

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

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

(b) Content

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

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

(ii) Environmental impacts, actual or potential, caused by work activities, prevention measures to avoid them and mitigation measures when they occur;
(iii) Work force roles and responsibilities in achieving conformance with the environmental policy and procedures, including emergency preparedness and response requirements; and

(iv) The environmental benefits of improved personnel performance.

(c) Induction

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

C1006 ACTIVITIES/ASPECTS CAUSING IMPACTS

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

Table 1: Aspects and Impacts Associated with Road Construction

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

(a) General approach

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

(i) The type of construction activity about to be started.
(ii) Locality where the activity will take place.
(iii) Identification of the environmental aspects and impacts that might result from the activity.
(iv) The methodology of impact prevention for each activity or aspect.
(v) The methodology of impact containment for each activity or aspect.
(vi) Identification of the emergency/disaster potential for each activity (if any) and the reaction procedures necessary to mitigate impact severity.
(vii) Treatment and continued maintenance of impacted environment.

The Contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening and shall demonstrate that he is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce method statements for each construction activity in compliance with the provisions of these project specifications.
The Contractor shall provide such information in advance of any or all construction activities provided that new submissions shall be given to the Engineer whenever there is a change or variation to the original.

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

(b) Spillages

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

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

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

(c) Water use and control

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

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

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

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and flooding by dredging, daylighting, removal of debris and vegetation, etc. These shall also be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products.
The Contractor shall submit to the Engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions up to 1:5 year severity.

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

(d) Vegetation management

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

(e) Dust control

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

(f) Noise control

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

(g) Energy consumption

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

Furthermore, the Contractor shall undertake a study of the consumption of carbon units his chosen method of construction produces in the execution of his programme. In conjunction with the Engineer who will provide complete cooperation in this study, a month by month output shall be compiled and efforts made to see how these outputs can be curtailed and reduced.
The Contractor shall undertake “good housekeeping” practices during construction as stated in the COLTO Standard Specifications for Roads and Bridges and the FIDIC conditions of contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

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

a) Site establishment

i) Site Plan

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

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

ii) Vegetation

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

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

Contravention of a notice of listed protected tree species under the National Forests Act, 1998 is regarded as a first category offence that may result in a fine or imprisonment for a period up to three years, or to both a fine and imprisonment. The DEO must be conversant with the latest gazette of declared protected trees.
Rehabilitation shall be undertaken using only indigenous tree, shrub and grass species. Special attention shall be given to any search and rescue operation identified during the environmental assessment process and any removal to an on site nursery for continuous nurturing and protection and later replanting.

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

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

iii) Water management

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

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

iv) Heating and cooking fuel

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

b) Sewage management

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

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a specialist service provider. The type of sewage management will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Engineer.

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

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

c) Waste management
The Contractor’s intended methods for waste management shall be outlined and implemented at the outset of the contract, and shall be to the satisfaction of the Engineer. Opportunities for avoiding, reducing, reusing and recycling of materials should be identified upfront, as should constraints for their implementation. All personnel shall be instructed to dispose of all waste in the proper manner.

i) **Solid waste**

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

ii) **Litter**

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

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

iii) **Hazardous waste**

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

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

iv) **Construction and demolition waste**

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

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

d) **Control at the workshop**

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

i) **Hazardous Material Storage**

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials such as bitumen binders shall be stored in a secured, appointed area that is suitably fenced, bunded and has restricted entry. Storage of bituminous products shall only take place using suitable containers to the approval of the ECO and the Engineer.
The Contractor shall provide proof to the Engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected, the Contractor shall furnish the Engineer with details of the preventative measures he proposes to install in order to mitigate pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

ii) Fuel and gas storage

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

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

iv) Oil and lubricant waste

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

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

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

e) Clearing the site

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

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

f) Soil management

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

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

ii) Subsoil

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

Whilst in stockpile it shall be maintained free from erosion and weed infestation in the same way as for topsoil stockpile maintenance.

g) Earthworks and layerworks

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

i) Quarries and borrow pits

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

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

iii) **Spoil sites**

The Contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the ECO for his/her comments and to the Engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the ECO and the Engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

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

iv) **Stockpiles**

The Contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the Engineer for his approval. The Contractor’s proposed measures for prevention of environmental damage, containment and subsequent rehabilitation shall also be submitted.

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

After the stockpiled material has been removed, the site shall be 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 land owner is received.

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

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

v) **Blasting activities**

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

h) **On site plant**

i) **Crusher, screening plants and concrete batching plants**

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

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

Effluent from concrete batch plants and crusher plants shall be reused where possible or treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the Engineer for approval.

ii) **Asphalt Plant**

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

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

**C1008 AREAS OF SPECIFIC IMPORTANCE**

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

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

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

**C1009 REHABILITATION**

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

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

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

**C1010 RECORD KEEPING**

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

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

**C1011 COMPLIANCE AND PENALTIES**
The Contractor shall act immediately when a notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and an oral report given at the monthly site meetings.

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

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

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

**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) **Coaching**

Coaching is to impart a skill which is usually manual or physical. It refers to practical training, which is typically conducted on-site and assists the Learner to become competent and master a skill. Coaching is usually conducted by a person doing the same type of work on a higher or more competent level, or a person who has a mastery of the skill or task.

(ii) **Community**

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

(iii) **Targeted Enterprise Construction Manager**

The 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.

(iv) **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.

(v) **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.

(vi) **Contract Participation Performance (CPP)**

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

(vii) **Designated Group**

Unless otherwise permissible in terms of procurement regulations or the PPPFA, it is the groups used to define Targeted Labour and the ownership and/or control of Targeted Enterprises and shall be restricted to:

- a. black designated groups as defined in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- b. black people as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- c. black people who are women and who are South African citizens;

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1 SANS 10845, Suite for Construction Procurement, 2015.
d. black people who are youth as defined in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008);
e. black people who are people with disabilities as defined in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);
f. black people who are military veterans as defined in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
g. black people who are living in rural or underdeveloped areas or townships;
h. small enterprises as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);
i. Exempted Micro Enterprises (EMEs) as defined in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003), with an annual turnover of R10 million or less (Amended Codes of Good Practice); and
j. Qualifying Small Enterprises (QSEs) as defined in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) with an annual total turnover of between R10 million and R50 million.

(viii) Guidance

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

(ix) Labour

Persons:

a. who are employed by the Contractor or a Subcontractor in the performance of the Contract; and
b. who permanently resides in the Target Area(s); and
c. whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor’s or Subcontractor’s employment policies;
d. but who are not necessarily Targeted Labour.

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

(x) Mentoring

Mentoring is a professional relationship in which an experienced person assists another in developing special skills and knowledge that will enhance the less experienced person’s professional and personal growth.

(xi) Mobilisation Period

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

(xii) Project Liaison Committee (PLC)4

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4 Derived from CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017.
The Committee that represents the project’s Stakeholders and the Community. The Employer, Engineer and Contractor also become parties to this Committee at the relevant project stages.

(xiii) **Project Liaison Officer (PLO)**

The person who acts as the liaison officer for the project. The PLO facilitates the employment of Targeted Labour and attends to the day to day project, Stakeholder, and Community matters that impact on the parties to the project.

(xiv) **Project Management Team (PMT)**

The Team comprising the Employer’s Project Manager, the Engineer and the Contractor, or their duly delegated representatives.

(xv) **Stakeholders**

Any Stakeholder listed in the Employer’s Communication Policy, March 2018, who is affected by the Employer’s operations in the Target Area(s) and/or who has an interest or concern in the project, either as a decision maker, participant or affected party and may include, amongst others, the following entities:

- Relevant Provincial departments;
- Relevant Municipal departments;
- Traditional authorities;
- Community interest groups;
- Organised youth representation;
- Organised women representation;
- Organised disabled people representation;
- Organised labour representation;
- Other structured community groups such religion, education, farming, etc.
- Transport industry forums, e.g. Bus and taxi;
- Business sector forums;
- Road user forums;
- Environmental interest groups;
- Road safety interest groups;
- Any other recognised relevant and representative structure.

(xvi) **Subcontractor**

An entity appointed by the Contractor to execute a portion of the Works as defined in the Conditions of Contract.

(xvii) **Target Area**

The geographic area defined in the Contract Data for Targeted Labour and which typically are:

- one or more Provinces;
- one or more Metropolitan or District Municipalities;
- one or more Local Municipalities;
- one or more Wards that are predominantly located within an area and within a predefined radius of the construction activity;
- one or more of the areas listed in the definition of Designated Groups.

The Contractor, in liaison with the PLC, may also agree to give preference to the sub-contracting of Targeted Enterprises registered in identified Target Areas based on market research and resources and skills audits.

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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.
(xviii) **Targeted Enterprise**

A sole trader, partnership or legal entity which:

a. is a business engaged in the performance of the Contract; and
b. is defined as a Target Group in the Contract Data; and
c. is at least 51% owned by black people; and
d. the Contractor or any of its subsidiaries has no equity holding in; and
e. is registered in terms of the Company’s Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984) or Co-operative Act (Act No. 14 of 2015); and
f. is registered on the National Treasury’s Central Supplier Database (CSD); and
g. is an EME or a QSE; and
h. is a Subcontractor who undertakes work within its registered CIDB grade and category; or
i. is a supplier of goods and/or services for work done exclusively by the Contractor which satisfies (a) to (h).

(xix) **Targeted Enterprise Procurement Coordinator (TE Procurement Coordinator)**

The person employed, or entity appointed by the Contractor to facilitate the procurement of Targeted Enterprises after award of the Contract.

(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.

(xxii) **Training**

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

**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);

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7 Partially derived from SANS 10845-5:2015, definition 2.15
8 SANS 10845-7:2015, definition 2.12
(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);
(vi) The South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7 of 1998); and

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;

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.

The Contractor shall recruit Targeted Labour from the Target Area(s) and subcontract Targeted Enterprises as stated in the Contract Data.

b) Targeted Labour Database

A Labour Database of Targeted Labour will be compiled by the Project Liaison Officer (PLO), with input from the Project Liaison Committee (PLC) and the Department of Labour, for the Target Area(s). Once endorsed by the PLC, the PLO shall utilise this Database to source Targeted Labour as required by the Contractor.

The Labour Database shall be updated as and when required and as agreed with the PLC to reflect new employment seekers in the labour market. Only Labour recruited from the Labour Database will be measured for Contract Participation Performance (CPP).

c) Targeted Enterprise Database

The Contractor shall compile a preliminary Targeted Enterprise Database of preferred Targeted Enterprises from National Treasury’s CSD and the CIDB contractor database. The purposes of the Database are:
(i) for the PMT to determine if the required resources for the identified Targeted Enterprise work packages are available in the anticipated Target Area(s);
(ii) for the PLC to verify that Targeted Enterprises on the preliminary Targeted Enterprise Database are authentic in terms of the Database criteria, and
(iii) for the PLC to alert possible qualifying Targeted Enterprises that are not on the Database of the opportunity.

To identify preferred Targeted Enterprises from the CSD and CIDB databases the Contractor shall apply the relevant CPG criteria as stated in the Contract Data, as well as any other relevant criteria approved by the PMT and agreed with the PLC.

Once the Targeted Enterprise Database criteria has been approved by the PMT and endorsed by the PLC, Targeted Enterprises shall be invited 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 is a “live database”. In essence it is thus not the Database that is approved by the PMT and endorsed by 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 determined 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.

d) Contract Participation Goal (CPG)

The CPG is the monetary value of the targets set by the Employer and will be calculated as follows:

\[
CPG = \text{Final Contract Value} \times (\% \text{ Targeted Labour} + \% \text{ Targeted Enterprise})
\]

The Final Contract Value is the total value of the Contractor’s final certified work measured at the date of issue of the Taking-Over Certificate. The Final Contract Value include the value of scheduled work and extra work but exclude 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 D10.05 will not necessarily make up the full value of the works required to meet the minimum target set by the Employer for Targeted Enterprises and/or Targeted Labour. It is the Contractor’s responsibility to assess the work required to meet the targets and, if necessary, to engage additional Targeted Enterprises and/or Targeted Labour to execute work on the Contract as well to ensure that the minimum targets are achieved.

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:

\[
CPP = \text{total value (excluding VAT) of Targeted Labour contribution} + \text{total value of Targeted Enterprises contribution (excluding VAT)}
\]

The Contractor’s CPP shall be monitored monthly to determine the extent to which it is striving to achieve the CPG. The basis of monitoring shall be the levels of the individual contributions for Targeted Labour, Targeted Enterprises and Target Groups. 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:

\[
\text{The bonus} = 0.05 \times (CPP - CPG)
\]

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

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 Labour and for Targeted Enterprises shall be calculated as follows:
Penalty Targeted Labour = 0.15 x (Sum (TLₙ - TGₙ) - 1.2 x L dp)

Where:

ₙ = Each lowest order subgroup of Targeted Labour stipulated in the Contract Data.
TL = Monetary value of the Targeted Labour calculated at the percentage stipulated in the Contract Data applied to the final contract value (excluding VAT).
TG = Cumulative monetary value of Targeted Labour employed on the contract by the Contractor and all Subcontractors.
L dp = Cumulative monetary value of black Disabled Persons employed on the Contract by the Contractor and all Subcontractors.
(TLₙ - TGₙ) = The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

Penalty Targeted Enterprises = 0.15 x (Sum (TEₙ - TGEₙ) - 1.2 x TE mv - 1.2 x TE dp)

Where:

ₙ = Each lowest order subgroup of Targeted Enterprise stipulated in the Contract Data.
TE = Monetary value (excluding VAT) of Targeted Enterprises calculated at the percentage stipulated in the Contract Data applied to the final contract value (excluding VAT).
TGE = Cumulative monetary value (excluding VAT) by Targeted Enterprises subcontracted to the contract by the Contractor and 50% of the cumulative monetary value (excluding VAT) by Targeted Enterprise suppliers of goods and/or services.
TE 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.
(TEₙ - TGEₙ) = The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

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

Interim penalty valuations should be calculated to interim Payment Certificate values (excluding VAT) to establish the anticipated final 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. 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.

Appendix 7 - SANRAL Project Liaison Committee Guidelines is included in Section C4 for ease of reference.

b) Contractor’s Responsibility

(i) Stakeholder and Community engagement shall be executed based on the Employer’s social facilitation principles and processes.

(ii) 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.

(iii) As a member of the PLC, the Contractor shall delegate from among its site personnel a responsible person to serve on, and participate in, the PLC and its business.

(iv) 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.

(v) Note: 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. 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 consists of representatives of project Stakeholders and affected Communities, as well as the PMT and its appointed 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 may 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 SANRAL Project Liaison Committee Guidelines 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

(i) 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 and the affected Communities, the Employer and the Engineer.

(ii) 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.

(iii) Act in accordance to the agreed terms of reference for the PLC.

(iv) Inform the Employer of any training that members of the PLC require to execute its duties.

(v) Assist the Employer and Engineer to source suitable candidates, based on the Employer’s qualifying criteria, for the position of PLO.

(vi) 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.

(vii) Make recommendations to the Employer and Engineer in identifying the project’s Target Area(s), from which Targeted Labour and Targeted Enterprises could be employed and subcontracted, and endorse the identified Target Area(s).

(viii) Make recommendations to the Employer and Engineer in identifying the project’s Target Groups for inclusion in the Tender Documents and endorse the identified Target Groups.

Project Construction Stage

(ix) Meet prior to the monthly site meeting, or as may be required, to discuss and resolve project matters, which are of interest or concern to project Stakeholders and the affected Communities, the Employer, the Engineer and/or the Contractor.

(x) Make recommendations to the PMT in establishing the eligibility and preference criteria to employ Targeted Labour and subcontract Targeted Enterprises and endorse the agreed criteria.

(xi) Peruse and endorse the Project Database(s) compiled by the PMT from which Targeted Labour will be employed and Targeted Enterprises will be subcontracted.

(xii) Verify that the criteria and methodology(ies) applied by the Contractor to employ Targeted Labour and subcontract Targeted Enterprises were executed in a fair and transparent manner, and within the Employer’s and Government’s Supply Chain Management Policies.

(xiii) Verify that the conditions of employment and the conditions of subcontracting, in the employment of Targeted Labour and subcontracting of Targeted Enterprises were applied in a fair and transparent manner and according to the Employer’s employment and subcontracting requirements.

(xiv) Make recommendations to the PMT 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.

(xv) Observe and verify that training programmes and support programmes, which the Contractor committed to, are implemented and executed as intended.
(xvi) Inform the entities whom they represent of any project matters which the PMT wishes to communicate with project Stakeholders and the affected Communities.

(xvii) 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.

(xviii) Inform the PMT of Stakeholder and/or Community requests and/or needs which could possibly be addressed within the project’s Scope of Work.

(xix) Inform the PMT of any road safety concerns within the project’s area(s) and advice the PMT of possible mitigating measures and/or road safety programs that will be most feasible for acceptance by the affected Communities to promote road safety.

(xx) Inform the PMT of any project matters that are impacting, or are anticipated to impact, negatively on project Stakeholders and the affected Communities.

( ) Agree with the PMT on a dispute resolution mechanism to resolve any disputes that may arise between the PMT and the PLC, project Stakeholders and/or affected Communities.

( ) Assist the PMT 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 SANRAL Project Liaison Committee Guidelines requires of the PLO to execute specific duties during each stage of the project, i.e. from project initiation to project completion. Some of these duties overlap project stages and hence, a 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, Targeted Labour and Targeted Enterprises are involved.

(v) Maintain a full-time presence on site to monitor and address the day to day project, Stakeholder and Community matters that impact on the parties to the 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 Targeted Labourer enters into an employment contract which adheres to current and relevant Labour legislation.

(xiii) Ensure that each Targeted 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.

(xxiii) Assist the PMT to liaise with the PLC, project Stakeholders and the affected Communities to resolve any disputes, which occurs due to the project.

(xvii) 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.

(xviii) 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 and qualifying criteria and processes and procedures to employ Targeted Labour and subcontract Targeted Enterprises.

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

a) Liaise with the Employer, Engineer and PLC to identify and structure the work packages to be subcontracted to Targeted Enterprises.

b) Liaise with the Employer, Engineer and PLC to compile the Targeted Enterprise Database criteria to be utilised for the subcontracting of Targeted Enterprises.

c) Liaise with the Employer, Engineer, PLC and PLO to compile the Labour Database(s) to be utilised for the employment of Targeted Labour.

d) Produce an acceptable CPG Plan, which sets out how the Contractor intends to achieve the various CPG targets 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 and PLC, identify the pre-tender training requirements of Targeted Enterprises.
g) Provide an opportunity to Targeted Enterprises to receive the identified pre-tender training.

h) Tender the initial work packages and subcontract the first group of Targeted Enterprises for commencement of the Works.

i) 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.

j) Provide an opportunity to eligible Targeted Labour to receive the identified training to enable them to be more employable.

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

Notes:
(i) The accepted CPG 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 Plan in the same manner as they would monitor the works programme.
(iii) It is acknowledged that all training requirements cannot be addressed during the Mobilisation Period and that training will take place over the duration of the Contract.
(iv) The training provided to both Targeted Enterprises and Targeted Labour during the Mobilisation Period shall focus on the activities and/or skills required for the commencement of the Works and shall include the mandatory Occupational Health and Safety training.

D1006 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 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.

To implement the Employer’s Targeted Labour and Targeted Enterprise goals and as members of the PMT, the Employer and the Engineer shall provide support to the Contractor by executing 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 Targeted Enterprise Database(s) compiled by the Contractor, 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 Labour Database(s) compiled by the PMT 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.
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 the subcontracting of 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.

The contractor shall appoint a targeted enterprise procurement coordinator (TE procurement coordinator) 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 TE procurement coordinator from its site staff. For contracts with a value of more than R 100 million the contractor shall employ or subcontract a dedicated TE procurement coordinator, whose sole responsibility will be the management of targeted enterprise procurement and sub-contracting matters.

The contractor shall appoint a Targeted Enterprise Procurement Coordinator (TE Procurement Coordinator) 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 TE Procurement Coordinator from its site staff. For Contracts with a value of more than R 100 million the Contractor shall employ or subcontract a dedicated TE Procurement Coordinator, whose sole responsibility will be the management of Targeted Enterprise procurement and sub-contracting matters.

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

The TE Procurement Coordinator shall develop and establish the eligibility and functionality criteria and tender processes and procedures for subcontracting, which shall adhere to the Employer’s and Government’s Supply Chain Management Policies and requirements as set out in the Contract Data and which shall be approved by the PMT and endorsed by the PLC.

The establishment and implementation of the eligibility and functionality criteria, and tender processes and procedures for subcontracting include, amongst others, the following tasks:

(i) Tender Preparation

a. Compile preliminary list of subcontracting packages.

Based on the Contract Data and the Scope of the Works, the Contractor shall compile a preliminary list of the work packages (types and number) that are anticipated to be subcontracted to Targeted Enterprises.

The Contractor shall refer to the construction activities that has been identified as being suitable for construction by Targeted Enterprises as listed in 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.

b. Conduct a resources and skills audit.

Based on the preliminary list of work packages, the Contractor shall conduct a resources and skills audit to determine the availability of the required resources and skills in the anticipated Target Area(s). The Contractor shall consult the following databases as a minimum:

i. Construction Industry Development Board (CIDB) contractor database.
ii. Municipal Local Economic Development (LED) department.
iii. National Treasury’s Central Supplier Database (CSD).

c. Identify Targeted Enterprises, Target Groups and Target Area(s).

Based on the resources and skills audit, the Contractor shall identify the Targeted Enterprises (CIDB grades and types), Target Groups (woman, youth, etc.) and the Target Area(s) which are anticipated to benefit from the subcontracting opportunities.

Based on the information in paragraphs a. to c. above, the Contractor shall compile a CPG Plan which contains a list of work packages (types and number) to be subcontracted to Targeted Enterprises, as well as the eligibility and functionality criteria and preliminary Targeted Enterprise Database(s) for each work package.

e. Table CPG Plan to the PMT and the PLC

Following the stakeholder and community liaison process described in D1004, the Contractor shall table the CPG Plan to the PMT for its approval and to the PLC for its endorsement.

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

i. Functionality structuring and scenarios,
ii. Price and Preference,
iii. Eligibility criteria, and
iv. Negotiation processes (if applicable).

If required, the Contractor shall make amendments to the CPG Plan based on the PMT’s instructions and/or the PLC’s recommendations.

f. Alert Targeted Enterprises of the opportunities and establish a helpdesk.

The Contractor shall alert Targeted Enterprises of the subcontracting opportunities and inform them of the eligibility and functionality criteria by making it known in local newspapers and on community notice boards.

The Contractor shall establish a helpdesk at a suitable and easy accessible location to provide guidance to Targeted Enterprises to get their statutory requirements in order in anticipation of the subcontracting opportunities.

g. Compiling tender documents.

The Contractor shall compile the Targeted Enterprise tender documents for each subcontract package. If the Employer have a pro-forma tender document available, the Contractor shall use this document.

In compiling the subcontract tender documents, the Contractor shall include in each tender document 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.

(ii) Tender Process

a. Advertise the subcontract packages.

The Contractor shall advertise the subcontract packages and invite Targeted Enterprises to tender for the respective subcontract packages. Advertisements shall be placed in local newspapers, on community notice boards and any other place as agreed with the PLC.

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

b. Conduct a tender briefing and tender training session.
For each subcontract package, the Contractor shall conduct a compulsory briefing session to explain the Scope of the Works, as well as the eligibility and functionality criteria and tender process, to the Targeted Enterprises.

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

The Contractor shall conduct a tender training session as a component of the tender briefing to interested Targeted Enterprises. The contents of the training session shall be guided by the findings of the resources and skills audit conducted during the Tender Preparation Phase.

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

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

c. Minimum tender submission documents.

It shall be a condition of tender that Targeted Enterprises include in their tender submissions the following documentation (if applicable, based on the CIDB grade required):

i. Proof that the Tenderer is a B-BBEE level 1 or 2 contributor.

ii. Proof that the Tenderer is an EME or QSE entity.

iii. Proof that the Tenderer is registered on National Treasury’s CSD.

iv. Proof that the Tenderer is compliant with the COID act.

v. Proof that the Tenderer is tax compliant.

vi. Proof that the Tenderer is registered with the CIDB in the required grading and class (not applicable to suppliers).

d. Tender closure and opening of tenders.

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 tenderers and their tender prices.

(iii) Tender Evaluation

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

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

a. Stage 1 – Functionality

Note that no Targeted Enterprise may be prohibited from responding to the invitation to tender, however, preference shall be given to those Targeted Enterprises that adheres to the Targeted Enterprise Database criteria by means of a functionality evaluation. For this reason “locality” and “CIDB grading and class” forms part of the functionality criteria and the biggest weighting shall be attached to these two criteria.

Functionality is thus scored based on:

i. Locality (target area(s))

ii. CIDB grade and class (targeted entity)
iii. Experience (if applicable)
iv. Plant and equipment (if applicable)
v. Any other relevant and agreed criteria (e.g. woman, youth, etc.)

Tenderers have to score a minimum number of points for functionality, e.g. 85/100 and tenderers that do not obtain the threshold are not further evaluated. The minimum number of points or threshold shall be decided by the PMT in consultation with the PLC and may vary depending on the subcontracting Works or any other valid considerations.

b. Stage 2 – Price and Preference

Tenderers that obtained the minimum threshold for functionality are evaluated on their Price and Preference submissions, i.e.

i. Price= 80%
ii. Preference= 20%

The highest scoring tenderer for each subcontract package are checked for eligibility.

The Contractor shall state in the tender advertisement and in the tender documents that only one subcontract package shall be awarded to an individual entity at any one time, meaning that a Targeted Enterprise may be awarded a work package and on conclusion thereof may be awarded a subsequent work package, but more than one work package may not be awarded simultaneously.

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

c. Stage 3 – Eligibility Check

Conventionally, eligibility is the first criteria to be checked during a tender evaluation process. However, in the case of Targeted Enterprises, which are typically of CIDB grades CE1 to CE4, the eligibility check often results in a substantial number of tenderers to be partially compliant or non-compliant.

Subsequently, the evaluator has to engage with a number of tenderers to resubmit proof of valid documents, which is not only a tedious task, but often results in confrontation, especially if tenderers are informed that they have been found non-compliant during the first stage of the evaluation process.

With eligibility being the last check, the evaluator only have to engage with the preferred tenderers for each subcontract package, should any documents need to be verified and/or resubmitted.

The highest scoring tenderer for each subcontract package are checked for eligibility with respect to the following criteria (if applicable, based on the CIDB grade required):

i. Proof that the Tenderer is a B-BBEE level 1 or 2 contributor.
ii. Proof that the Tenderer is an EME or QSE entity.
iii. Proof that the Tenderer is registered on National Treasury’s CSD.
iv. Proof that the Tenderer is compliant with the COID act.
v. Proof that the Tenderer is tax compliant.
vi. Proof that the Tenderer is registered with the CIDB in the required grading and class (not applicable to suppliers).

If the highest scoring tenderer fails to meet any of the eligibility criteria, he will be given x calendar days to become compliant. The number of calendar days shall be agreed between the PMT and the PLC, with a default of 5 days.
If the highest scoring tenderer fails to submit the requested information in the required timeframe, he shall be deemed non-compliant and the evaluator may check the second highest tenderer for eligibility. This process is repeated until a preferred tenderer has been identified to be proposed in the Tender Report.

(iv) **Appoint successful Targeted Enterprises.**

a. **Table the Tender Report to the PMT and the PLC.**

The Contractor shall table the Tender Report for each subcontract package to the PMT and PLC for their endorsement prior to award of each subcontract.

b. **Negotiating rates with preferred tenderers.**

   i. **Rates**

   If the Contractor has tendered rates for work items in the subcontract package and the preferred tenderer tendered higher rates than that of the Contractor, the Contractor may enter into negotiation with the preferred tenderer.

   If the Contractor fails to negotiate a feasible rate with the preferred tenderer, he may:

   (i) approach the next highest point scoring, compliant tenderer for negotiation, after it has been tabled to the PLC; or

   (ii) obtain the Employer’s approval to utilise the provisional sum (if applicable), which has been provided to make provision for the Preliminary and General items of Targeted Enterprises and/or to compensate for the differences between the rates of the Contractor and that of Targeted Enterprises.

ii. **Provisional Sum / Prime Cost Sum**

   If the Employer has provided a provisional sum for the work items in the subcontract package, the Contractor shall report on the feasibility of the preferred tenderer’s rates to the PMT.

   (i) If the preferred tenderer’s rates are deemed feasible, the Contractor shall obtain the Employer’s approval to utilise the provisional sum provided for the work items.

   (ii) If the preferred tenderer’s rates are deemed not feasible and the Employer does not approve the utilisation of the relevant provisional sum, the Contractor may enter into negotiation with the preferred tenderer for a feasible rate.

iii. **Low rates and/or tenders submitted by Targeted Enterprises**

   The Contractor shall report to the PMT on the feasibility of rates and/or provisional sums of tenderers whom tendered exceptionally low rates and/or provisional sums. Exceptionally low rates and/or provisional sums are those that are more than ten percent (10%) less than what the Contractor tendered or would have tendered in the case of a provisional sum.

   (i) If the rates and/or provisional sums of those tenderers who tendered exceptionally low rates and/or provisional sums are deemed feasible, the Contractor may continue to include these tenders in his tender evaluation.

   (ii) If the rates and/or provisional sums of those tenderers who tendered exceptionally low rates and/or provisional sums are deemed not feasibly, the Contractor may disqualify these tenders from his tender evaluation.

**Note:** The Employer strongly discourages the appointment of Targeted Enterprises that did not tender feasible rates and/or provisional sums.
iv. Payment to the Contractor
   (i) The Employer shall not remunerate the Contractor for accepting higher rates and/or provisional sums tendered by Targeted Enterprises.
   (ii) If the Employer provided a provisional sum for preliminary and general items of Targeted Enterprises and/or to compensate for the differences between the rates of the Contractor and that of Targeted Enterprises, the Employer shall limit its remuneration to the Contractor to the sum provided.
   (iii) The Employer shall only approve the utilisation of provisional sums if it is satisfied that the rates and/or provisional sums of Targeted Enterprises are feasible and that the provisional sum is utilised for its intended purposes.

v. The Contractor’s TE Procurement Coordinator shall assist successful Targeted Enterprises to enter into a subcontract agreement with the Contractor.

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 Enterprise Construction Manager (TE Construction Manager) to assist with the execution of its responsibilities towards Targeted Enterprises and Target Groups as prescribed in this Section D, with an emphasis on D1008 and D1010. For Contracts with a value of less than R 100 million the Contractor may appoint a Construction Manager from its site staff to fulfil this role. For Contracts with a value of more than R 100 million the Contractor shall appoint a dedicated staff member in this position whose sole responsibility shall be to facilitate the training, mentoring, development and support of Targeted Enterprises.

The TE Construction Manager shall have as a minimum a NQF Level 5 qualification in the management of Civil Engineering construction processes and 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. In addition he shall have ample knowledge of, and experience in, the requirements of training and mentoring in the road construction environment.

The TE Construction Manager shall have on his team one (1) Site Supervisor for every six (6) Targeted Enterprises which are in their respective construction phases. The qualifications and/or experience of Site Supervisors shall be relevant and of a suitable level to enable them to supervise the level of Targeted Enterprise and the specific works under construction.

The TE Construction Manager shall develop and establish a Targeted Enterprise Training, Development 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 TE Construction Manager, 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, and
   (iv) 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.

**Note:**
Special Conditions of Contract shall only be applied once approved by the PMT.

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 any disputes arise 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:

- a) Traffic Accommodation
- b) Removal and installation of roadstuds
- c) Roadmarking
- d) Cleaning of Stop/Go areas
- e) Site Security Services (consider Military Veterans if identified by Empowerment Impact Assessment).
- f) Add other work types including work that may form part of the main activities to meet the minimum CPG target(s).
- g) Any other work identified by the Employer to be executed in the Target Area.

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

- (i) Cleaning of Stop/Go areas
- (ii) Any other work identified by the Employer to be executed in the Target Area.

**Note:**
A Prime Cost Sum for the work listed as (i) to (vi) is allowed under pay item D10.05, but where pay items for all or some of the listed work are scheduled, the quantities have been reduced in line with the Prime Cost Sum amount scheduled.

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

**D1010 TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE**

(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 TE Construction Manager will manage the Training, Development and Support Programme(s) and mentor subcontractors from a practical point of view, the Contractor shall subcontract a Training Service Provider to implement the theoretical 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>
<thead>
<tr>
<th>TABLE D1010/1: QUALIFICATIONS FOR TRAINING STAFF</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Designation</strong></td>
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</tbody>
</table>

PROFORMA DOCUMENT FOR CONSTRUCTION VERSION 28.DOC

19 July 2019

C-169
### Training Programme: General Requirements

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

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

#### (i) Training Programme: Requirements and Considerations

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

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

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

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

- Minimum credits for qualification;
- Fundamental Unit Standards and credit values;
- Core Unit Standards and credit values;
- Elective Units Standards and credit values;
- Assumption that NQF Level 3 literacy, numeracy, and computer competencies exist;
- RPL processes;

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<table>
<thead>
<tr>
<th>Role</th>
<th>Training Activities</th>
<th>Credits Required</th>
<th>Credits Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Practitioner</td>
<td>Train the trainer; No 7384</td>
<td>4</td>
<td>16</td>
</tr>
<tr>
<td>Assessor</td>
<td>Conduct outcome based assessment; No 115753</td>
<td>5</td>
<td>15</td>
</tr>
<tr>
<td>Moderator</td>
<td>Conduct moderation of outcome based assessment; No 115759</td>
<td>6</td>
<td>10</td>
</tr>
</tbody>
</table>
g. Exit level outcomes;

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

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

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

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

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

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

(ii) Selection of Learners

To complete a Learnership successfully requires minimum literacy and numeracy competencies as defined by SAQA. The Training Service Provider shall utilise the Skills Audit and Analysis and conduct additional skills analysis to benchmark the literacy and numeracy levels of employees and Subcontractors. This information shall guide the Training Service Provider in formulating the Learner selection methodology(ies) and process(ess). The Training Service Provider shall make provision for (1) baseline assessments, e.g. conducting RPL enquiries and tests, and (2) a gap skills programme consisting of Fundamental Unit Standards, to facilitate the selection process.

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

Note:
Where this section refers to the selection and training of Learners, any person, employed by any national, provincial or local authority, being it full time or part time, is expressly excluded from being considered for this training.

(iii) Learning Material

Learning material is required for each Unit Standard. This learning material is the equivalent of prescribed text books for other qualifications. Each Learners shall receive a copy of the learning material to learn the contents and to use it as reference source after obtaining the qualification.
The SAQA Unit Standard curriculums define the contents of the learning material. The learning material shall not only comply with the SAQA and CETA guidelines, but shall be technically and practically aligned to road construction and/or road maintenance. Any input from a subject matter expert required to ensure the appropriateness of a learning material contents shall be included in the Training Service Provider’s costs.

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

a. purpose of the Unit Standard;
b. specific outcomes (typically 4 per Unit Standard);
c. assessment criteria (typically 4 per specific outcome);
d. range as is defined for each specific outcome;
e. critical cross-field outcomes for the Unit Standard;
f. Unit Standard essential embedded knowledge.

(iv) Student Experiential Training

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

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

Reporting on training progress of each student shall be compiled according to the formats and intervals set by the relevant academic institution.

(f) Keeping of Records

The Training Service Provider shall keep comprehensive records of the training provided to each Learner and shall ensure that Learners’ successful completion of successive Unit Standards are entered onto the national SAQA database. After the successful completion of generic skills courses each Learner shall be issued with a certificate indicating the course contents as proof of attendance and completion. The Contractor shall keep a register of certificates issued. Whenever required, the Contractor shall provide copies of such records to the Engineer.

(g) 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.

(h) 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.

(i) Training Facilities

The Contractor shall be responsible for providing everything necessary to offer the various training workshops and modules including:

(i) a suitable venue with sufficient furniture, lighting and power,
(ii) all necessary stationery consumables and study material,
(iii) transport for attendees.

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.

Note:
Activities that are conventionally done by labour methods, e.g. gabions, shall not qualify under this section.

D1012 COMMUNITY DEVELOPMENT

a) Corporate Social Investment (CSI)

The Contractor shall demonstrate its willingness to actively participate in the social development initiatives for local Communities affected by the Contract. To this end, the Contractor shall provide details of CSI initiatives it will actively pursue under Form D9: Corporate Social Investment. The Employer will evaluate the CSI initiatives as part of the tender evaluation under “other objective criteria” of the Preferential Procurement Policy Framework Act, 2000.

b) Community Development Projects
The Employer will identify Community Development Projects to the benefit of the local Communities. These projects shall be undertaken primarily by Targeted Labour and Targeted Enterprises from within these Communities, under supervision of the Contractor.

Community Development works are quantified in section D and will be identified during the mobilisation period (if required).

**D1013 MEASUREMENT AND PAYMENT**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D10.01 Target Group Participation</strong></td>
<td></td>
</tr>
<tr>
<td>(a) Contract Participation Performance bonus</td>
<td>Provisional (Prov) Sum</td>
</tr>
</tbody>
</table>

The provisional sum for item D10.01(a) shall cover any CPP bonus due as specified in clause D1003(e). The provisional sum shall be expended in accordance with clause 13.5 of the FIDIC Conditions of Contract.

**Note:**
No separate payment shall be made for any costs incurred by the Contractor, whether direct or indirect, for his efforts in accomplishing the specified requirements, and which are not recoverable from the pay-items allowed. Such costs shall be deemed to have been included in the rate offered under pay sub-item 13.01(c), Contractor’s Establishment on Site and General Obligations: Time Related Obligations.

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D10.02 Stakeholder and Community Liaison and Social Facilitation</strong></td>
<td></td>
</tr>
<tr>
<td>(a) Cost of liaison, social facilitation and PLC support</td>
<td>Provisional (Prov) Sum</td>
</tr>
<tr>
<td>(b) Handling cost and profit in respect of sub-item D10.02(a)</td>
<td>Percentage (%)</td>
</tr>
</tbody>
</table>

The provisional sum for item D10.02(a) shall cover the direct costs incurred by attending members of the PLC. The rate of compensation shall be fair and agreed by the Engineer in accordance with clause 13.5 of the FIDIC Conditions of Contract. The tendered percentage for sub-item D10.02(b) shall include full compensation for all handling costs and profit of the Contractor associated with sub-item D10.02(a).

The liaison with, and assistance provided by the Contractor to, the PLC to perform its duties shall not be paid from the provisional sum. The Contractor’s costs to liaise with the PLC and render such assistance shall be deemed to have been included in its rate offered for pay sub-item B13.01(c), Contractor’s Establishment on Site and General Obligations: Time Related Obligations.

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D10.03 Tender Process for Targeted Enterprises</strong></td>
<td></td>
</tr>
<tr>
<td>(a) Contractor’s charge for the management and execution of the Targeted Enterprise procurement process:</td>
<td></td>
</tr>
<tr>
<td>(i) Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 1 and 2 contractor grading</td>
<td>Number (No)</td>
</tr>
<tr>
<td>(ii) Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 3 and 4 contractor grading</td>
<td>Number (No)</td>
</tr>
<tr>
<td>(ii) Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 5 and higher contractor grading</td>
<td>Number (No)</td>
</tr>
</tbody>
</table>
The unit of measurement shall be the number of individual subcontract agreements concluded with Targeted Enterprise subcontractors in accordance with the procurement process described in this Section D.

Each tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process in the relevant CIDB contractor grading designation scheduled, including for the appointment of a TE Procurement Manager (if required), the pre-tender training of eligible Targeted Enterprises, the compilation, printing, binding and issue of the tender documents for each tender, for the advertising of each tender, for the provision of the venue and the conducting of each compulsory briefing session for tenderers, for the conducting of each tender opening process, for the adjudication of the tenders received for each tender, for the preparation of each tender adjudication report and the review thereof in conjunction with the PLC and PMT, for the award of each tender and for the conclusion of the subcontract agreement with each successful Targeted Enterprise tenderer, and any other relevant requirement described in this Section D.

<table>
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<tr>
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<th>Unit</th>
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</thead>
<tbody>
<tr>
<td><strong>D10.04 Responsibilities of the Contractor towards Targeted Enterprises</strong></td>
<td></td>
</tr>
<tr>
<td>(a) Contractor’s establishment, management, management support Assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises</td>
<td>Month</td>
</tr>
</tbody>
</table>

The tendered monthly rate for subitem D10.04(a) shall include full compensation for the provision of a TE Procurement Manager, the registration of all the subcontract agreements and the management of all the Targeted Enterprise subcontracts, including for the provision of the necessary management, support, coaching, guidance, mentoring and supervision of the Targeted Enterprise subcontractors, including the provision of a TE Construction Manager and full-time mentor(s) on the site, to mentor the Targeted Enterprises. The tendered amount shall also include the cost of establishment on site for the Targeted Enterprises, the provision of site offices, common camp facilities, medical, security, safety, electricity, water, sewage services, waste disposal and all other camp services.

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<tr>
<th>Item</th>
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<tbody>
<tr>
<td><strong>D10.05 Construction Works by Targeted Enterprises</strong></td>
<td></td>
</tr>
<tr>
<td>(a) Payments associated with the construction works carried out by Targeted Enterprise subcontractors of CIDB 1 and 2 contractor grading designation appointed in terms of Section D</td>
<td>Prime cost (PC) sum</td>
</tr>
<tr>
<td>(b) Payments associated with the construction works carried out by Targeted Enterprise subcontractors of CIDB 3 and 4 contractor grading designation appointed in Terms of Section D</td>
<td>Prime cost (PC) sum</td>
</tr>
<tr>
<td>(c) Handling costs and profit in respect of payment associated with sub-item D10.05(a) and (b)</td>
<td>Percentage (%)</td>
</tr>
<tr>
<td>(d) Fluctuation between the main contractor’s rates and That of the Targeted Enterprise subcontractors</td>
<td>Lump Sum (LS)</td>
</tr>
</tbody>
</table>

Expenditure under subitems D10.05(a) and (b) shall be in accordance with clause 13.5 of the FIDIC Conditions of Contract.

The prime cost sum for subitems D10.05(a) and (b) is provided to cover the cost of the construction works carried out by the Targeted Enterprise subcontractors of CIDB 1 to 4 contractor grading designation as certified by the Engineer, in separate payments for each Targeted Enterprise in accordance with Section D. Expenditure under subitems D10.05(a)
and (b) shall be limited to the prime cost sum amount stated in the Pricing Schedule. Construction works by Targeted Enterprise subcontractors of CIDB 1 to 4 contractor grading designation, exceeding the prime cost sum amount shall be measured for payment from the applicable work items in the Contractor’s pricing schedule.

The tendered percentage for subitem D10.05(c) is the percentage of the amount actually spent under subitems D10.05(a) and (b), and shall include full compensation for the Contractor’s handling costs, profit or any other costs associated with the work conducted by the Targeted Enterprise subcontractors, which are not provided for in other pay items.

The Lump Sum tendered under item D10.05(d) is for fluctuation of the Targeted Enterprise subcontractor rates in excess of the contractor’s tendered rates, for work not paid under items D10.05(a) and (b). Payment of the lump sum shall be on a pro rata basis to provide compensation for the fluctuation between the tendered rates of the Main Contractor and that of the Targeted Enterprise subcontractors until the lump sum is depleted. Any costs incurred due to fluctuation in tendered rates in excess of that tendered for under item D10.05(d) will be for the Contractor’s account. Item D10.05(d) is applicable where the Target Enterprise subcontractor’s tender amount is higher than the Main Contractor’s tender amount. The lump sum will cover the fluctuation for all the tendered rates of the subcontractors.

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<td>Training, coaching, guidance, mentoring and assistance</td>
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</table>

(a) **Training Costs**

(i) Accredited NQF training ........................................ Prime cost (PC) sum
(ii) Accredited generic skills training ............................ Prime cost (PC) sum
(iii) Community skills training ....................................... Prime cost (PC) sum
(iv) Handling cost and profit in respect of Subitems D10.06(a)(i), (ii) and (iii) .................... Percentage (%)

(b) **Student experiential training**

(i) Student stipends .................................................. Prime cost (PC) sum
(ii) Provision of experiential training ............................. Person month

(c) **Other costs during training** ................................. Provisional (Prov) sum

(d) **Training venue** .................................................... Lump sum

The prime cost sums under sub-items D10.06(a) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The prime cost sums shall include all charges for the provision and delivery of the service including an accredited Training Service Provider (if required), a skills audit and analysis, a training and skills development programme, the selection of Learners, learning material and any other requirement as described in sub-clause D1010.

The rate tendered under sub-item D10.06(a)(iv) shall be deemed to cover all costs required to organise accredited trainers to provide training and shall include the Contractor’s handling cost, profit, record keeping, reporting and all other costs associated with sub-items D10.06(a)(i), (ii), and (iii).

The prime cost sum under sub-item D10.06(b)(i) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The prime cost sum shall cover the monthly stipend as prescribed by the Employer to be paid to students receiving experiential training.

The unit of measurement for sub-item D10.06(b)(ii) shall be the person-month, with pro-rata payments made for partial months for training provided based on 23 work days per month.

The rate tendered under sub-item D10.06(b)(ii) shall include full compensation for the Contractor to provide training to the students provided by the Employer inclusive of all costs to communicate with the Employer and any other body or organisation in respect of work.
assigned to the students. The rate tendered shall include telephone calls and charges, stationery and information technology hardware, software, connection or licence costs and lost production, profits and all other incidentals as well as all administrative and overhead costs.

The provisional sum under pay item D10.06(c) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The provisional sum shall cover the Contractor’s costs for payment of wages of employed trainees attending training courses during working hours, for the provision of meals to trainees, for provision of transport and for all other incidentals required for the trainees and approved by the Engineer. No mark-up is payable to the Contractor under this item.

The unit of measurement for pay item D10.06(d), shall be the lump sum. The sum tendered shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and all other costs necessary to maintain the venue for the duration of the contract. Payment of the lump sum shall be made in two instalments as follows:

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.

D10.07 Community Development Project………………Provisional (Prov) Sum

The provisional sum under pay item D10.07 shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The provisional sum shall be utilised as per the instructions of the Employer.
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.002-078-2019/2
PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9)

SECTION E: REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS

Note to tenderer:
Wherever reference is made in this section of the Scope of Works to contractor this is the equivalent of the principal contractor in the Occupational Health and Safety Act and Regulations. Similarly, reference to subcontractors is equivalent to other contractors.
## SECTION E: REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS

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The Occupational Health and Safety Act, Act 85 of 1993 and its Regulations together with SANS Codes set out minimum standards with regards to Occupational Health and Safety. The South African National Roads Agency SOC Limited (SANRAL), has developed this Occupational Health and Safety Specifications with these minimum standards in mind and in certain stages the requirements of SANRAL exceeds the minimum legal requirements to follow best practices and to ensure a healthy and safe workplace for all.

SANRAL in no way assumes The Principal Contractors legal liabilities and responsibilities. The Principal Contractor is and remains accountable for the quality and execution of his health and safety programme for his employees. This Health and Safety Specification reflects minimum legal and SANRAL requirements and should not be construed as all encompassing.

It is realized that The Principal Contractor have its own Health and Safety Management system and safe work practices. The intention of this Health and Safety Specification is not to change The Principal Contractors Health and Safety management system, but for The Principal Contractor to use its current Health and Safety management system to draw up a project specific Health and Safety plan according to these specifications as well as to legally comply with the Construction Regulations, GNR.84 of 2014.

It is the responsibility of the Principal Contractor and other Contractors to make themselves conversant and comply with the requirements and conditions contained in the various legislation pertaining to their profession and scope of works at all times.

This specification is not exhaustive of all duties imposed by the Occupational Health and Safety Act, Act 85 of 1993 and its Regulations, governing the duties and obligations, of a Designer, Principal Contractor and Contractor performing duties in terms of an agreement with the client (SANRAL). These duties are fully described in the Occupational Health and Safety Act, Act 85 of 1993 and its Regulations and it is the duty of every Designer, Principal Contractor and Contractor to acquaint themselves therewith before commencing work.

Words used herein in the singular shall be deemed to include the plural and male shall include female and vice versa, unless the context otherwise requires.

This specification is compiled to ensure that the Principal Contractor and any other Contractors working for SANRAL directly or through a Principal Contractor, are aware of the Occupational Health and Safety requirements when working on a SANRAL contract, as well as to make them aware of their legal liabilities and responsibilities as per the Occupational Health & Safety Act, Act 85 of 1993, and its Regulations.

**E1002 DEFINITIONS AND ABBREVIATIONS**

**Assessment** – An opinion or a judgment about someone or something that has been thought about very carefully.

**At-risk behavior** – Conduct that unnecessarily increases the likelihood of an injury or incident.

**Audit** – A systematic and documented review of the effectiveness of implementation of processes, programmes and procedures, based on general process criteria.

**Baseline risk assessment**: This is the initial assessment of risk in a workplace. It is a broad assessment and includes all activities taking place on site but does not include risk control measures or safeguards.

**CIDB** – Construction Industry Development Board

**Client** – Any organization or person for whom construction work is performed. For the purpose of this document, the client is the South African National Roads Agency SOC Limited.

**Communicate** – The process of two way dialogue which is understood by both parties.

**Competence** – A combination of attributes such as knowledge, training, experience and qualifications to assure successful performance.

**Competent Person** – Means a person who has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No. 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act.
**Consequence** – Outcome or impact of an event.

**Continual Improvement** – A recurring process of enhancing performance to achieve consistent improvements in overall performance.

**Contractor** – An employer as defined in section 1 of the OHS Act, who performs construction work and includes Principal Contractors and Sub-Contractors.

**Construction Work** – any work in connection with:
- The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.

**Corrective Action** – An action taken to eliminate the cause of a detected non-conformity or other undesirable situation.

**Construction Regulations (CR)** – Construction Regulations, GNR. 84 of 2014

**Critical equipment** – A piece of equipment or a structure whose failure to perform to design specification, has the potential to result in a major accident event.

**Design** – in relation to any structure, includes drawings, calculations, design details and specifications.

**Designer** –
- a) competent person who:
  - Prepares a design
  - Checks and approves a design
  - Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
  - Designs temporary work, including its components
- b) an architect or engineer contributing to, or having overall responsibility for a design
- c) a building services engineer designing details for fixed plant
- d) a surveyor specifying articles or drawing up specifications;
- e) a contractor carrying out design work as part of a design and building project; or
- f) an interior designer, shop fitter or landscape architect

**DMR** – Driven Machinery Regulations, GNR. 295 of 26 February 1988

**Documents** – Structured units of recorded information and its supporting medium (paper or electronic). Most records are documents, but not all documents are records. A document becomes a record when it is part of a business transaction, is kept as evidence of that transaction and is managed within a record-keeping system.

**EIR** – Electrical Installation Regulations, GNR. 242 of 6 March 2009

**Emergency** – An abnormal occurrence that pose a threat to the safety or health of employees, customers, or local communities, or which can cause damage to assets or the environment.

**Employee** – An individual who is employed by or works for an Employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

**Employer** – Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerates him, but excludes a labour broker as defined in section 1(1) of the Labour Relations Act, 1956 (Act No. 28 of 1956).

**EMR** – Electrical Machinery Regulations, GNR. 250 of 25 March 2011

**Environment** – The surroundings or conditions in which a person, animal or plant lives or operates, including air, water, land, natural resources and habitats.

**Excavation work** – The making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping.
GAR – General Administrative Regulations, GNR. 929 of 25 June 2003
GMR – General Machinery Regulations, GNR. 1521 of 5 August 1988
GSR – General Safety Regulations, GNR. 1031 of 30 May 1986

Harm – A significant and or long lasting adverse effect on people, the environment or the community.
Hazard – A source, situation or act with a potential for harm in terms of human injury or ill health.

Health and Safety File – Means a file, or other record in permanent form, containing the information in writing as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 7(1)(b).

Health and Safety Plan – Means a project specific documented plan in accordance with the client’s health and safety specifications, as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 7(1)(a).

Health and Safety Specification – Means a project specific document prepared by the client pertaining to all health and safety requirements related to construction work, as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 5(1)(b).

HSE – Health, Safety and Environment. Commonly used in the format HSE.

Incident – Work-related events (including accidents which give rise to injury, ill health, fatality or emergencies) that have resulted in, or has the potential to result in adverse consequences to people, the environment, property, reputation or a combination of these.

Likelihood – A description of probability or frequency, in relation to the chance that something will occur.

Lost Time Injury (LTI) – When a person is injured during the execution of his/her duties and as a result of the injury is unable to perform his/her regular duties for one full shift or more on the day following the day on which the injury has incurred, whether a scheduled work day or not(weekend).

Management System – Management processes and documentation that collectively provide a systematic framework for ensuring that tasks are performed safely, correctly, consistently and effectively to achieve a specified outcome and to drive continual improvement in performance.

Mandatory – An agent, contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or a user.

MSDS – Material Safety Data Sheet

Near Hit / Near Miss – Any occurrence or situation which had the potential for adverse consequences to people, the environment, property, reputation or a combination of these.

Non-conformance – Any deviation from work standards, practices, procedures, regulations that could either directly or indirectly lead to injury or illness, property damage, damage to the environment or a combination of these.

OHS Act – Occupational Health & Safety Act, 85 of 1993

Policy – Statement by an organization of its intentions and principles in relation to its overall performance which provides a framework for action and for the setting of its objectives and targets.

PPE – Personal Protective Equipment

Preventive Action – An action implemented to eliminate the cause of a potential non-conformity or other undesirable potential situation.

Principal Contractor – An employer appointed by the client to perform construction work and who is in overall control and management of a part of or the whole construction site.

Procedure – A specific documented way to carry out an activity or a process.
Records – Recorded information, in any form that is kept as evidence. Records include monitoring results, evidence of training, audits, inspections and calibration reports.

Risk Assessment – A process of evaluating the risk(s) arising from hazards taking into account the adequacy of any existing controls and deciding whether or not the risk(s) is acceptable.

Risk Management – The ongoing treatment of risks through the application of management policies, processes, procedures and risk control measures.

Risk – A combination of the likelihood of an occurrence of a hazardous event or exposure and the severity of injury or ill health that can be caused by the event or exposure.

Root Cause – The cause of the incident that, when rectified, will prevent the recurrence of not just incidents with those exact circumstances, but others with similar causes.

SACPCMP – South African Council for Project and Construction Management Professions

SANRAL - South African National Roads Agency SOC Limited

Supplier – A person or company that supplies material or equipment to a contractor on a construction site, but does not physically carry out construction work on the construction site.

The Act – The Occupational Health and Safety Act No. 85 of 1993

The Site – The area where work is carried out for SANRAL as defined on the front page of this document.

WAH – Acronym for Working at Heights.

E1003 HEALTH AND SAFETY POLICY

Contractors are expected to have their own written Health and Safety Policy. The policy should declare their attitude and approach to the health, safety and welfare of their employees and others. Provision must be made to review the policy regularly and the CEO or Managing Director must sign and date the policy to indicate his commitment to ensuring the health and safety of his employees.

E1004 ROLES AND RESPONSIBILITIES

Every Contractor is considered to be an employer in his own right and shall comply with all legal requirements pertaining to an employer, which include the responsibility to provide as far as reasonably practicable a safe and healthy working environment for his employees, as per Section 8 of the OHS Act.

In conjunction with Section 8 of the OHS Act, all employees on the project are responsible for their own safety as well as the safety of persons who may be affected by their acts, as per Section 14 of the OHS Act. It is the responsibility of each employee to ensure that he acts in a safe manner before, during and after work is carried out.

The Principal Contractor shall ensure that where required by the OHS Act and Regulations, competent employees are appointed in writing. These appointments must be project/contract specific and specific to the tasks that will be performed. Every appointment must display the duties of the person appointed and training certificates from a registered training provider must be attached to such appointment (where applicable). A list of possible appointments can be found in clause E1010 below.

E1005 HSE TRAINING AND COMPETENCE

Where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training and employees must have attended courses of the aforementioned nature to be considered competent in the task.
All employees that forms part of the construction work must be trained and competent. Employees formally appointed to perform a certain duty must be in possession of a training certificate, received from a registered training provider. All employees must as a minimum have received site specific safety induction training and must receive daily safe task instruction training (DSTI) before any work commences.

a) Training Needs

There shall be a system in place to determine the training requirements of each individual, based on the tasks that the employee will perform as well as to ensure the health and safety of fellow employees and the public. Special attention should be given to employees who are new hires, new to the task or have combined responsibilities.

b) Basic Safe Work Training (Induction Training)

Every contractor shall ensure that his employees are inducted into his own company Health and Safety System as well as basic safe work training (HSE Induction Training). The Principal Contractor shall ensure that his, all his Contractor’s employees and visitors are inducted on the specific site safety procedures.

A Daily Safe Task Instruction (DSTI) must be conducted on site with all employees involved in the project. The DSTI must be carried out each day before work commences and proof thereof must be available on site. Each work crew may conduct their own specific DSTI to discuss the hazards, risks and control measures associated with their task for the day.

Where two or more contractors or work crews work in the same area, they should have a combined DSTI to ensure they know of the additional hazards the other contractor or work crew will introduce to their operations and what precautions to put in place.

The Principal Contractor shall have evidence that employees have been trained on the relevant procedures prior to and during the project duration. The evidence will be in a form of attendance register.

c) Formal Training

All qualifications for which there are SAQA registered training courses, must be regarded as the minimum required qualifications and training. To be deemed “competent” an employee must have received training at a registered training provider, the training course must be registered and if there is an assessment, the employee must have been found competent after the assessment. A person cannot be deemed competent after awareness training only.

The Principal Contractor shall ensure that his employees, as well as the employees of any contractors that may be used, have received appropriate training for the type of work that will be performed, e.g. First Aid, Flag Man, Mobile Plant Operator, Working at Heights, Risk Assessment training etc.

d) Records

Record of all training shall be kept by the employer and shall be readily available. Records shall make provision for refresher training where applicable. Where an employee is legally appointed with certain duties and responsibilities a copy of the training certificate must be attached to the appointment.

E1006 APPLICATION FOR CONSTRUCTION WORK PERMIT

Construction Regulation, 2014 Section 3 requires that the client apply for a construction work permit at least 30 days before construction work is started, if the intended construction work will:

- exceed 365 days and will involve more than 3 600 person days of construction work; or
- if the tender value limit is a CIDB grade 7, 8 or 9.

If approved, the provincial director will issue a construction work permit in writing to perform construction work within 30 days of receiving the application and assign a site specific number for the construction site. It is the intention of SANRAL to apply for a construction work permit as soon as The Principal
Contractor is appointed and his Health and Safety Plan is received, in order to minimize construction delays.

The specific construction work permit number must be displayed at the main entrance to the site and a copy of the construction work permit must be kept in the principal contractors health and safety file for inspection purposes.

E1007 DUTIES

Various duties are imposed on the client, designer, principal contractor and other contractors by the Construction Regulation, 2014, Sections 5, 6 & 7. SANRAL will comply and carry out the required duties as contemplated in Section 5 of the Construction Regulations, 2014 and it is expected from the designer and every contractor to make themselves conversant with the requirements and duties imposed on them and to ensure that they comply with the requirements of section 6 & 7 at all times.

E1008 MANAGEMENT AND SUPERVISION

The Principal Contractor shall ensure that the project is managed safely and legal compliance is ensured at all times.

A full-time competent person must be appointed as a Construction Manager to manage all construction work, including health and safety compliance. The construction manager may not be appointed to manage more than one single construction site.

The construction manager must appoint construction supervisors responsible for construction activities and ensuring occupation health and safety on the construction site.

The Principal Contractor must appoint a full-time construction health and safety officer, who is registered with the SACPCMP, to assist in the control of health and safety aspects on site.

E1009 RISK MANAGEMENT

The Principal Contractor must follow a formal risk based approach to ensure hazard control measures are implemented to an acceptable reasonable practical level. The Principal Contractor and his employees shall be responsible to ensure all hazards pertaining to his scope of activity are proactively identified, the risks assessed and appropriately eliminated or minimized and managed on an ongoing basis. Risk assessments shall also identify possible and potential environmental, health and hygiene issues pertaining to each hazard with potential exposures and limits.

a) Risk Assessment

i) Hazard Identification and Risk Assessment (Construction Regulation 9)

The Principal Contractor shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, conduct a risk assessment by a competent person, appointed in writing and the risk assessment so produced shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 9(1). Competence is a factor of training, knowledge, experience and/or appropriate qualifications.

The risk assessment shall include, as far as is reasonably practicable, at least:

- The task or task step
- the identification of the risks and hazards to which persons may be exposed during the task or task step;
- The analysis and evaluation of the risks and hazards identified, inclusive of a residual risk rating methodology. The method to be used is not prescribed;
- a documented plan of safe work procedures, to mitigate, reduce or control those residual risks that have been identified as unacceptably high, by means of the rating system;
- a monitoring plan;
- a review plan, inclusive of dates to be adhered to; and
• Ergonomic related risks are to be analysed, evaluated and addressed as part of the process.

Based on the risk assessments, The Principal Contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessments, together with the site-specific OH&S rules shall be submitted to the Employer before construction on site commences. SANRAL has conducted a Baseline Risk Assessment as per clause E1009 (b) below, which must be used by The Principal Contractor to develop task specific risk assessments before work commences. This does not mean that all possible Risk Assessments must be attended to before work commences, but that all relevant Risk Assessments receive the necessary attention as the contract progresses, and this is the responsibility of The Principal Contractor.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

ii) Risk Assessment Monitoring

The Principal Contractor shall ensure that a monitoring plan for all risk assessments are in place. Risk assessments must be monitored to ensure effectiveness and employee understanding. The monitoring of risk assessments shall be formal and records thereof shall be available for audit purposes.

iii) Review of Risk Assessment

The Principal Contractor shall review the hazard identification, risk assessments and standard safe working procedures prior to any work activity commencement and at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The Principal Contractor shall provide the Employer, sub-contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated above.

Activities carried out without conducting a risk assessment or found to be non-compliant with the risk assessment, will be stopped until such time a risk assessment is compiled and work is carried out according to the risk assessment.

Risk assessments must be fully communicated to all relevant personnel and must be considered when establishing training, awareness and competency requirements.

b) Baseline Risk Assessment

SANRAL prepared a Baseline Risk Assessment from which the Health and Safety Specifications for this project was prepared. The Baseline Risk Assessment highlights all work for which The Principal Contractor must prepare safe work procedures and or work method statements. It must be noted that the Baseline Risk Assessment is not exhaustive and Principal Contractors are required to identify risks and come up with control measures, this must be identified by Principal Contractor when preparing the Issue Based Risk Assessments. During the briefing, the client will brief tenderers about the hazards and risks that are associated with the anticipated construction work.

The Baseline Risk Assessment for this Project can be found in clause E1018.

c) Continuous Risk Assessment

The Principal Contractor shall continuously assess the risks of the activities that are carried out. Risk assessments must be in writing, site specific and must be reviewed continuously to ensure it is current and it address all the relevant hazards and risks associated with the specific activity at the specific site.

The Risk assessment must be discussed with the whole work crew before the activity starts and the work crew must acknowledge in writing having discussed the risk assessment and that they understand it. This acknowledgement must be on site and must be available to the client for audit purposes.
E1010 LEGAL COMPLIANCE AND DOCUMENT CONTROL

The Principal Contractor is required to implement systems and procedures to ensure legal compliance through:

- Identification of all relevant HSE legislation, standards and codes applicable to its operations.
- Have available copies of all relevant HSE legislation, standards and codes for reference purposes.
- Update legislation, standards and codes with any changes
- Communicate to all employees any changes that may affect their accountabilities and conformances
- Incorporate any legal requirements into their HSE management system
- Monitor and review their HSE management system for effectiveness.

The Principal Contractor shall, as a minimum, comply with:

- The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times.
- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.
- Where work is being carried out on a “mine”, The Principal Contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mines Health and Safety Act and Regulations shall be available on site at all times.

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 24: Electrical Installations and Machinery on Construction Sites) The Principal Contractor shall be conversant with and shall comply with these regulations.

All legal appointments of The Principal Contractor regarding the Health and Safety of his employees who are to work on the project are addressed and governed by the OHS Act and applicable Regulations. Legal appointments must be in place and must reflect in the project safety file before work commences.

a) Overall Supervision and Responsibility for OH&S

SANRAL will appoint the Principal Contractor in terms of Construction Regulation 5(1)(k). A Mandatory agreement as per Section 37.2 of the OHS Act, shall be signed between SANRAL and the Principal Contractor.

It is a requirement that the Principal Contractor, when he appoints other contractors in terms of Construction Regulations 7(1)(c), 7(1)(d), 7(1)(f) and 7(3) includes in his agreement with such Contractors the following:

- OH&S Act (85 of 1993), Section 37(2) agreement: “Agreement with Mandatory”.
- OH&S Act (85 of 1993), Section 16(2) appointee(s) as detailed in his/her/their respective appointment forms. (Where applicable).

The signed Mandatory agreements shall be placed in the project file for reference and for audit trail purposes.

b) Specific Supervision Responsibilities for OH&S

The Principal Contractor shall appoint designated competent employees and/or other competent persons as required by the OHS Act and Regulations, as well as this specification. Appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated to and agreed with the appointees. Where applicable, the training certificate must be attached to the appointment. Notice of appointments shall be submitted to the Employer. All changes shall also be communicated to the Employer.

Below is a list of possible appointments for the project, which is not an all-inclusive list, but for reference purposes only:

<table>
<thead>
<tr>
<th>Appointment</th>
<th>Legal Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant to CEO</td>
<td>OHS Act 16(2)</td>
</tr>
</tbody>
</table>
In addition to the above, the Employer requires that a Traffic Safety Officer be appointed.

It is a requirement that The Principal Contractor shall provide the Employer with an organogram of all sub-contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site.

c) **Designation of OH&S Representatives (Section 17 of the OH&S Act)**

Where The Principal Contractor employs more than 20 persons (including the employees of sub-contractors) he has to appoint 1 (one) OH&S representative for every 50 employees or part thereof. This is a minimum (legal) requirement. The Principal Contractor may at his own discretion appoint more OH&S representatives according to site specific requirements. General Administrative Regulation 6 requires that the appointment or election of the OH&S representatives be conducted in consultation with employee representatives or employees (Section 17 of the Act and General Administrative Regulation 6 & 7). OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation. OH&S representatives must be experienced, permanently employed by The Principal Contractor or his sub-contractors, trained and able to move freely within their designated area of responsibility.
d) **Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)**

The Principal Contractor shall ensure that the designated OH&S representatives perform their functions in respect of the workplace or section of the workplace for which they have been appointed. These functions include: conduct continuous monitoring and monthly inspections of their respective areas of responsibility, focusing on unsafe acts and unsafe conditions and report thereon to The Principal Contractor. OH&S representatives shall participate in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings. The complete list of functions can be found in Section 18 of the OHS Act.

e) **Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)**

The Principal Contractor shall establish an OH&S committee, which shall meet at least once a month, where two or more Health and Safety Representatives have been appointed. OH&S representatives must be appointed as OH&S committee members. The number of management appointed members may not exceed the number of OH&S representatives on the committee.

**E1011 OPERATIONAL INTEGRITY**

The operational integrity of plant, equipment, structures and protective systems must be monitored and assured on an ongoing basis throughout the project cycle. Hazards must be identified, assessed and as far as reasonably practicable, eliminated or the risks treated to as low as reasonable practicable (ALARP).

a) **Construction Plant & Equipment**

The Principal Contractor shall maintain all items of plant and equipment necessary to perform the work in a safe condition.

SANRAL reserves the right to inspect items of plant and equipment brought to site and used on site by The Principal Contractor. Should it be found that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, The Principal Contractor will be advised of such observation/inspection, and The Principal Contractor shall be required to repair, make safe or remove such item from operation and replace it with a safe and adequate substitute.

The Principal Contractor shall ensure that all plant, equipment, and power tools that are brought onto and used on site are:
- Appropriate for the type of work to be performed
- Placed on a register and inspected by a competent person or the authorized operator before use, daily or monthly dependent on Legislation and project requirements.
- Record inspection findings on a register that must be kept on site.
- The inspection register shall reflect the serial number of the plant, equipment or power tool.
- Maintained and used in accordance with the manufacturers recommendations
- Have adequate machine guarding fitted to all exposed rotating or moving parts, as reasonably practicable, that have the potential to cause harm
- All electrical power supply units are protected with operational earth leakage devices.
- Any defective, damaged or sub-standard equipment must be marked as unsafe for use and removed from operation as soon as possible

b) **Standards and Registers**

As standard project procedures, The Principal Contractor is expected to:
- Set up an initial set of registers as per the requirements of the OHS Act and Regulations.
- Complete the registers for each piece of plant, tool and equipment brought on and used on site
- Maintain a complete, continuous and comprehensive inspection and service history in these registers or checklists
- Ensure daily, weekly, monthly inspections are done and recorded for all plant, tools & equipment by a competent person as required by the OHS Act and Regulations.
- Have the inspection and maintenance records available for audit purposes.
E1012 OCCUPATIONAL HEALTH AND HYGIENE

a) Medical Fitness for Duty

All contractor employees shall undergo medical examinations and be certified fit for duty by an Occupational Health Practitioner before they are allowed to work on site.

The medical certificate must be in the form of Annexure 3 of the Construction Regulations and stipulate the possible exposures the employee might be exposed to during the execution of the project.

It is recommended and in the best interest of The Principal Contractor to implement pre-employment as well as exit medical surveillance, especially with regards to Section 8 of the Noise Induced Hearing Loss Regulation.

b) First Aid

According to GSR 3(4), where more than 10 employees are employed at a workplace/worksite, The Principal Contractor shall ensure that there is at least one trained first aider for every group of 50 employees at the workplace/site. First Aid boxes must be provided where more than 5 employees are employed and must be readily available and accessible for the treatment of injured persons at the workplace.

To ensure immediate treatment of an injured person, it is recommended that all work crews have at least one trained first aider, with a fully stocked first aid box, irrespective of the number of people in the work crew. This is especially important when contractors work at great distances from the nearest emergency facility or town. These persons shall be appointed in writing as the first aiders with their certificates attached as proof of competency.

The minimum contents of the first aid box shall be as per the supplied list in the General Safety Regulations.

All treatments done must be recorded on a register and kept with the first aid box. A trained and appointed first aider must be responsible for the first aid box and its content. Used content must be replenished as soon as possible.

In order to ensure prompt response at the emergency facility it is recommended that the W.CI 2 forms be partially completed with the employers’ details.

c) Hygiene Facilities

The Principal Contractor and his contractors shall ensure compliance to Section 30 of the Construction Regulations with regards to facilities on the construction site as well as where accommodation is provided to employees on remote sites. The Principal Contractor shall ensure that the facilities are kept clean at all times, either through a service provider or self-employed persons. The Principal Contractor shall provide employees with at least one sanitary facility for each sex and for every 30 workers, changing facilities for each sex and sheltered eating areas.

E1013 WASTE MANAGEMENT

The Principal Contractor shall comply with all applicable and relevant Waste management legislation, as well as municipal bylaws applicable to waste management.

The Principal Contractor shall remove all waste generated at the construction site on a daily basis or as soon as possible after generation to ensure good housekeeping at all times. The Principal Contractor shall have a waste management plan which must be implemented on the construction site and which will have the objective to ensure that waste is managed according to the Waste Management Hierarchy:

- Reduce what you can. If you cannot reduce then,
- Re-use what you can. If you cannot re-use then,
- Recycle what you can. What you cannot recycle,
• Convert into energy sources. If it cannot be converted to an energy source,
• Dispose of in a landfill – this is only to be done as a last resort and disposed without endangering human health and without using processes or methods which could harm the environment.

E1014  HAZARDOUS SUBSTANCE MANAGEMENT

The Principal Contractor shall ensure that hazardous substances brought onto site are easily identifiable and stored according to the requirements of the General Safety Regulations, GNR. 1031 of 1986, Section 4.

Where flammable liquids are being used or stored, this must be done in a manner which would not cause a fire or explosion hazard.

The Principal Contractor shall have Material Safety Data Sheets (MSDS) readily available for flammable, hazardous and toxic chemical substances and materials brought onto site and shall ensure that his employees are trained in these MSDS’s.

Flammable, hazardous or toxic chemical substances may not be stored in empty food or drink containers. Empty flammable, hazardous and toxic containers must be disposed of in a safe manner, which will prevent further use of such a container.

A survey of the construction site must be done during site establishment, to locate any asbestos. Should asbestos be located, the conditions of the Asbestos Regulations, GNR. 155 of 2002 must be followed and complied with.

E1015  CONTRACTORS

a) Consultations, Communications and Liaison

OH&S liaison between the Employer, The Principal Contractor, The Contractors, the designer and other concerned parties will be through the OH&S committee. In addition to the above, communication may be directly to the Employer or his appointed agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their construction managers and supervisors, OH&S representatives and the OH&S committee. The Principal Contractor shall be responsible for the dissemination of all relevant OH&S information to The Contractors e.g. design changes agreed with the Employer and the designer, instructions by the Employer and/or his/her agent, exchange of information between subcontractors, the reporting of hazardous/dangerous conditions/situations etc. The Principal Contractors’ most senior manager on site shall be required to attend all OH&S meetings.

b) Operational Procedures

Each construction activity shall be assessed by The Principal Contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires The Principal Contractor:
• to be conversant with all relevant Regulations;
• to comply with their provisions;
• to include them in his OH&S plan where relevant

c) Checking, Reporting and Corrective Actions

i) Monthly Audit by Employer (Construction Regulation 5(1)(o)

The Employer will conduct monthly health and safety and document verification audits in compliance with Construction Regulation 5(1) (o) in order to ensure that The Principal Contractor has implemented and is maintaining the agreed and approved OH&S plan.
The Principal Contractor will ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any contractor, but at least once every 30 days.

The Principal Contractor will be provided with a copy of the Health and Safety audit report within seven days after the audit. The employer or his representative may stop any Principal Contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client’s health and safety specification and the Principal contractor’s health and safety plan for the specific site.

ii) Other Audits and Inspections by the Employer

The Employer reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include site safety walks.

iii) Principal Contractor’s Audits and Inspections

The Principal Contractor must conduct his own regular internal audits to verify compliance with his own OH&S management system, as well as with this specification. The Principal Contractor shall furthermore ensure that each contractor’s health & safety plan is being implemented by conducting periodic audits at intervals mutually agreed between The Principal Contractor and contractors, but at least once per month.

iv) Inspections by OH&S Representatives and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

v) Recording and Review of Inspection Results

All the results of the abovementioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

d) Project Health and Safety Management Plan

As per Section 5(1) (l) and Section 7(1) (a) of the Construction Regulations of 2014, The Principal Contractor shall develop, implement and administer a Health and Safety Management Plan. The plan shall be in writing and shall be negotiated between The Principal Contractor and SANRAL or designated OHS Agent and must be approved by SANRAL or the designated OHS Agent prior to the commencement of work on site. The plan shall demonstrate management’s commitment to ensure employee health and safety as their primary objective during the contract. As a suggestion, the following elements may be used to develop the H&S plan:

Introduction
  Mission
  Purpose & Scope
  Health, Safety and Environmental Policy
  Health, Safety and Environmental Goals
  Plan Objectives

Leadership and Commitment
  Values supporting commitment
  Roles, Responsibilities and Accountability

Hazard and Risk Management Process
  Effective Consultation
  Planning

Contractor HSE Alignment
  Sub-Contractors
  On-Site
Learning and Competency
   Project HSE Training and Competency Requirements
   Contractor & Sub-Contractor Duties
   Minimum Training Requirements
   Medical and Induction
   Employee details
   Visitors to site
   Induction

Involvement, Communication and Motivation
   Safety Meetings
   Health & Safety Behavior
   Information and Learning

Hazard and Risk Management on site
   Hazardous Activities
   Hazardous Areas
   Hierarchy of Hazard Control
   Hazard and Risk Identification
   Risk Analysis and Evaluation
   Documented safe work procedures for hazardous activities
   Hazard and Risk monitoring plan
   Hazard and Risk review plan

Occupational Health and Hygiene
   Fitness for Work
   Hazardous Substances
   Airborne Chemical Substances
   Noise and Vibration
   Personal Hygiene
   Protection of Outdoor Workers
   Occupational Health Services on Site

Performance Tracking and Accountability
   Positive Performance Indicators
   Workplace Observations and Audits
   Reporting

Incident Management
   Emergency Preparedness and Response
   Incident Management
   Injury Management

Waste Management
   Hazardous Waste
   Non Hazardous Waste - Recyclable
   Non Hazardous Waste – Non recyclable

e) Project Health and Safety File

The Principal Contractor shall compile a project specific Health and Safety File that consist of all the relevant project specific documentation. The Health and Safety file may consist of multiple files, which when combined should contain all the required documentation.

It is recommended that the project specific Health and Safety file contain at least the following:

- Scope and summary of the project as well as any scope changes.
- Notification of Construction Work to DoL / Copy of Work Permit
- Proof of COID registration (Letter of Good Standing)
- Contractor Health and Safety Policy statement signed by management
- Mandatory Agreement – OH&S Act 37.2 (Between Employer and Principal Contractor)
- Signed Client Health and Safety specification
- Latest copy of the OHS Act end Regulations
• Company Organogram depicting Health and Safety Responsibilities, including subcontractors
• Employee list including copy of IDs and medicals
• Project specific Health and Safety Management Plan agreed with the Employer – See point 16.4 above
• Relevant OH&S Legal appointments which includes duties and responsibilities as well as competencies (training certificate)
• Copies of minutes of meetings - OH&S committee and other relevant OH&S meeting minutes
• Designs/drawings (Construction Regulation 7(1)(e)
• Site specific Fall Protection Plan (if applicable)
• Risk Assessments
• Contractor Induction material
• Waste management Plan
• Emergency preparedness (first aid, firefighting, emergency plan, etc.)
• Emergency Contact Telephone numbers
• HIV awareness program
• List of hazardous chemical substances used on site
• Material Safety Data Sheets of hazardous chemicals on site
• List of plant & equipment to be used on site
• Inspection Checklists/Registers of plant & equipment and emergency equipment
• List of Sub-contractors including type of work
• Sub-contractor 37.2 Mandatary Agreements
• Sub-contractor appointments which shall include the type of work The Principal Contractor is appointed for.

f) Contracting Philosophy

Any site specific hazards and safety management expectations will be made known to The Principal Contractor prior to the work commencing on site. Legal OHS requirements contained in the OHS Act and Regulations as well as SANS Codes are the minimum requirements The Principal Contractor must apply during this contract with regards to Occupational Health and Safety. The Principal Contractor shall apply, implement and enforce the minimum OHS Act & Regulations and SANS Codes requirements.

g) Workers Compensation Registration

The Principal Contractor shall ensure that his employees are covered for any occupational injuries and illnesses in terms of the Occupational Injuries and Diseases Act 130 of 1993, which cover shall remain in place and up to date for the duration of the project.

h) HSE Non-Compliance

It is a legal duty of the client according to the Construction Regulation 5(1) (q) that a Principal Contractor is stopped from executing any activity which poses a threat to the health and safety of persons. Depending on the seriousness of the non-compliance only the specific activity may be stopped until the non-compliance is rectified or the whole operation may be stopped.

It is also the duty of every employee to take reasonable care of his own health and safety and of other persons who may be affected by his acts as per OHS Act, Section 14(a). Keeping this in mind, it is required of The Principal Contractor to ensure his employees has the right to remove themselves from any unsafe situation or work activity, without any negative consequence to them until such time as The Principal Contractor has made the unsafe situation or activity as safe as practicable possible.

i) Indemnity by Contractor

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

i) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
• all or any of The Principal Contractor’s workforce as a result of a dispute between all or any of the Principal Contractor’s workforce and The Principal Contractor; or
• all or any of the Principal Contractor’s suppliers’ difficulty or impossibility to deliver goods or materials needed to perform the Works;

ii) Any unlawful, riotous or disorderly conduct by or amongst the Principal Contractor’s personnel.”

j) The Principal Contractor Conduct

Guidelines to the most important rules that shall be implemented and maintained by the Principal Contractor:

• Complete compliance to the OH&S Act 85 of 1993 and Regulations
• Hazard identification and Risk Assessments for all activities
• Daily communication of DSTI talk before work commences
• Safe access and egress to and from work areas.
• Compulsory use of lifelines, Safety Harnesses and Fall Arrestors (Lanyards to be attached at all times)
• Scaffold shall comply with Legal and SANS standards at all times
• Good housekeeping and stacking practices
• Safe lifting, rigging and slinging practices
• Complying to Legal standards for lifting machinery & equipment
• No lifting in wind conditions exceeding 30km/h (This is a guide and is dependent on risk assessments)
• Securing of tools, equipment and material at heights
• Wearing of appropriate personal protective equipment as identified in the risk assessment

Supervisors in charge are responsible for ensuring that the employees are aware of the hazards / risks involved in the work they will be doing/are doing and shall ensure the safety rules are obeyed.

No person shall act in a manner that endangers or is likely to endanger, the safety of any other person, or cause harm to any other person.

An employee who observes any dangerous situation, shall as soon as possible inform the person who is responsible for that section of the site.

Any employee who becomes aware of any person disregarding any safety rules, shall remind that person of the rules. If he persists in disregarding the rules, the matter must be reported to his supervisor.

No person shall damage, alter, remove, render ineffective or interfere with anything that has been provided for the protection of the site, or for the health and safety of persons.

No person shall interfere with or use firefighting equipment without authority and training.

No person in a state of intoxication or condition that render him incapable of controlling himself shall enter or be allowed to enter the site.

No alcohol or illegal drugs shall be taken onto the site.

All safety and warning signs shall be obeyed.

Always be alert of construction vehicles as well as traffic. Never turn your back to oncoming traffic, always have a line of sight.

k) Principal Contractor and Contractor Management

The Principal Contractor shall establish, maintain and ensure that all his contractors establish and maintain HSE standards and systems as necessary and to comply with the Legal requirements as well as these HSE specifications.
The Principal Contractor shall be solely responsible for carrying out work on the project, having the highest regard for the health and safety of his employees and people in the vicinity of his work area.

I) Public Health and Safety

The Principal Contractor shall, as far as is reasonably practicable, be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers.

This includes:
- Non-employees entering the site for whatever reason
- The surrounding community
- Passers-by to the site.

E1016 DESIGNING FOR HEALTH, SAFETY AND THE ENVIRONMENT

Designing for safety is a process aimed at minimizing injury, death, property damage or destruction and harm to the environment, by utilizing an approach to identify and eliminate or control hazardous areas. The project Designer and Contractor must implement a process that ensures safety is incorporated in the design process, which includes temporary works as contemplated in the Construction Regulations, 2014 Section 12.

The Principal Contractor must communicate the anticipated risks and hazards resulting from the design to his employees and establish safe work procedures for the temporary works.

E1017 INCIDENT MANAGEMENT

The Principal Contractor shall ensure that a culture exists within his company that promotes the recognition, response, reporting and investigation of incidents, including near misses (near hits). The Principal Contractor must implement a procedure for reporting and investigating accidents, incidents and near misses. The Principal Contractor should have a clear objective and target to obtain zero injuries for the duration of the project and such an objective must be communicated to all employees.

Appropriate corrective actions must be implemented and the applicable learnings must be shared within the Principal Contractors business to prevent a recurrence of the incident or to prevent the near miss from becoming an incident in future.

(a) Incidents and Accidents

The Principal contractor and his contractors shall coordinate their investigation of all accidents/incidents where employees and non-employees were injured to the extent that he had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register, which must be updated with each accident/incident.

The Principal Contractor shall notify the relevant SANRAL Project Manager and or SANRAL OHS Specialist of any incident/accident within the Principal Contractors or his Contractors area of responsibility in writing as soon as possible.

Although the accident/incident is reported to the client, the Principal Contractor has a responsibility and is required by law to report any Section 24 accidents and incidents to the Department of Labour. Any road traffic accident must be reported to the relevant authorities.

It is essential that The Principal Contractor demonstrate that corrective and preventative action has been taken to prevent a similar incident in future and that it is communicated to all The Principal Contractors affected staff. A copy of the investigation, corrective and preventative action taken as well as the attendance register of the employees who attended the discussion of the incident and the action implemented to prevent a similar incident, must be forwarded to the SANRAL Project Manager and or the SANRAL OHS Specialist.
Investigations must be completed for:
- Near Miss Incidents (To prevent it from becoming an incident)
- First Aid case Incidents
- Medical treatment case Incidents
- Fatalities

(b) Incident Reporting

The Principal Contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring. In addition, The Principal Contractor shall update monthly the Disabling Injury Frequency Ratio (DIFR) and display this information on a signboard at the site office.

The Principal Contractor is responsible for collecting, recording, calculating and reporting his and his sub-contractors Health & Safety statistics to the SANRAL OHS Specialist. The statistics should contain at least the following for all employees of all contractors working on the project:
- Total Number of workers
- Total Number of hours worked (on the SANRAL project)
- Total Number of Near Miss Incidents
- Total Number of First Aid case Incidents
- Total Number of Medical Treatment case Incidents (Excluding Section 24 type incidents)
- Total Number of Section 24 type Incidents
- Preventative actions taken on incidents that have occurred
- Communication to employees and contractors of incidents and preventative actions.

E1018 PROJECT SPECIFIC CONSTRUCTION REQUIREMENTS

The clause contains specific requirements for CONTRACT SANRAL N.002-078-2019/2 which must be adhered to in addition to minimum legislative requirements.

a) Baseline Risk Assessment

The following is a list of risks identified which forms the Baseline Risk Assessment for the project prepared by the Client in terms of Construction Regulation 5(1) (a):

Risks in connection with:
- Personal health risks in connection with ablution facilities, eating areas, drinking water.
- Secure/safe storage of materials, plant and equipment
- Secure/safe storage and use of hazardous and/or flammable materials
- Maintenance workshop - onsite repairs to construction vehicles, mobile plant & equipment.
- Existing services, e.g. gas, telecommunications, electrical supply and similar
- Temporary electrical installations
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Biological hazards, e.g. bees, snakes, spiders
- Environmental risks, e.g. lighting, strong winds, heavy rains, dark environments, hot/cold and wet environments
- Exposure to a water environment
- Exposure to noise
- Exposure to vibration
- HIV/AIDS and other diseases such as silicosis or asbestosis, where applicable
- Use of portable electrical equipment including, but not limited to:
  - Angle grinder
  - Electrical drilling machine
  - Circular saw
  - Generator
- Welding including, but not limited to:
  - Arc welding
  - Gas welding
  - Flame cutting
- Use of LP gas torches and appliances
- Loading and off-loading of trucks, including material deliveries
- Manual and mechanical handling
- Driving and operation of construction vehicles and mobile plant including:
  - Parking of vehicles and mobile plant
  - Towing of vehicles and mobile plant
- Overhead Electrical Cables
- Work adjacent or in proximity of railway lines
- Work adjacent or in proximity of traffic
- Working in elevated positions
- Environmental impacts such as pollution of water, air or soil.
- Disposal of bitumen (collected during high pressure water blasting)

b) **Daily Site Attendance Register**

The Principal Contractor shall keep a daily site register so as to be able to identify the entire Contractor's personnel on site in case of an emergency or evacuation situation. The attendance register must include permanent as well as temporary workers working on the site.

All site visitors and any new contractors shall report to security/reception upon arrival at site. The Principal Contractor will only be granted first time access to work on the site if all required documentation has been provided and approved.

All visitors need to sign an attendance register when visiting the site. Visitors include all persons which are not permanently working on the site, but excludes temporary site workers. Visitors must undergo site induction training before they are allowed on site to make them aware of the site dangers.

c) **Emergency Numbers / Emergency Evacuation**

A list with emergency numbers must be readily available to first aiders and supervisors. Emergency numbers must be site specific and must display the nearest emergency facilities.

The Principal Contractor shall identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in The Principal Contractor's OH&S plan, and communicated as part of induction training. It is the responsibility of the first aid worker, together with the construction supervisor, to make an assessment regarding the severity of injuries and which actions are appropriate. For example: transfer to a medical facility by ambulance or helicopter.

The Principal Contractor must implement an emergency evacuation procedure on site to ensure that in case of an emergency, all staff will leave their place of work when the emergency siren is sound and proceed to the demarcated emergency assembly point. The emergency assembly point must display the sign “Emergency Assembly Point”.

An evacuation route diagram must be displayed and visible at strategic points in buildings and on notice boards.

All staff working on site must be given awareness training on the emergency evacuation procedure and evacuation drills must be exercised to ensure all staff know the correct procedure to follow in case of an emergency.

d) **Site Security**

Certain areas where work must be carried out, is recognized unsafe areas and certain other areas may from time to time become unsafe, due to 3rd party actions. The Principal Contractor must as far as reasonably possible anticipate unsafe areas and must ensure that his site staff is safe from 3rd party actions, which include but is not limited to:
- Unrests,
- Violent Demonstrations,
- Theft,
- Injury from 3rd parties at all times.
The Principal Contractor must, when work is to be carried out in the above mentioned areas, make provision for security services to accompany site staff during the execution of their work, as The Principal Contractor is responsible for the Health, Safety and Security of his own staff. The provision for security services must form part of The Principal Contractors tender.

e) Personal Protective Equipment

Comply with General Safety Regulations, Section 2

The Principal Contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered. The hierarchy of hazard elimination must be followed before the option of personal protective equipment is considered. The following hierarchy of controls must be followed:

- Elimination
- Passive Controls
  - Substitution – Using a cherry picker or man-lift instead of a ladder.
  - Engineering Controls – Installing barrier railings; Installing stairs instead of using vertical ladders.
- Active Controls
  - Administrative policies and procedures
  - Personal protective equipment

Where it is not possible to create an absolutely safe and healthy workplace The Principal Contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that The Principal Contractor maintain the said equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the Employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee.

The Principal Contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

The Principal Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on site. Any person found not wearing a reflective jacket on site must be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are ineffective must immediately be replaced by The Principal Contractor.

f) Site Supervision

Comply with Construction Regulation, Section 8

The Principal Contractor shall appoint a competent Construction Manager who shall be responsible for the construction activities and for ensuring occupational health and safety compliance on the construction site.

g) Working in Elevated Positions
Comply with Construction Regulation, Section 10

The Principal Contractor shall ensure that a fall protection plan, developed by a competent person who is designated as the Fall Protection Plan Developer, is available on site and understood by all employees who will be working in elevated positions.

All employees working in elevated positions shall protect themselves from falls by wearing a full body harness and the lanyard shall be attached as far as possible above the head of the worker to a life line or other approved and tested anchor point.

In addition to obvious elevated work activities, work activities which include:
- Working on the edge of an excavation where there is a risk of falling into the excavation;
- Work on the edge of a vertical drop where there is a risk of falling;
- Work on top of tanker trucks and tanks;
shall be considered work in elevated positions and Section 10 of the Construction Regulations must be adhered to at all times. The hierarchy of controls must be implemented when such activities are carried out. As a minimum the employee must wear PPE, which shall include a full body harness attached to a restraint.

h) Structures

Comply with Construction Regulations, Section 11.

The Principal Contractor shall ensure that all practicable measures are taken to prevent the uncontrolled collapse of new or existing structures or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work. No structure may be loaded in a manner which would render it unsafe.

When a structure is of temporary nature, all conditions as required by the Construction Regulations Section 12 - Temporary Works, must also be complied with.

i) Excavations

Comply with Construction Regulations, Section 13

The Principal Contractor shall ensure that all excavations are carried out under the supervision of a competent person who has been appointed in writing as Excavation Supervisor.

The Principal Contractor must evaluate the stability of the ground before excavation work begins as well as during excavation work.

Excavations must be barricaded to prevent unauthorized access.

Material removed from excavations, as well as heavy machinery and construction vehicles, must not be closer than 1 meter of the edge of the excavation, to prevent additional loads on the excavation edge, which could cause cave-ins, to prevent construction vehicles from falling into the excavation and to prevent the accumulation of carbon monoxide gas inside the excavation.

The principal contractor and its contractors must cause every excavation which is accessible to the public or which is adjacent to the public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
- Adequately protected by a barrier or fence and as close to the excavation as is practicable; and
- Provided with warning illuminants or any other boundary indicators that are clearly visible at night or when visibility is poor.

People working in the excavation must be adequately protected from cave-ins, by means of protection systems such as trench boxed and shielding and must have a safe means of access into the excavation and egress from the excavation.

j) Scaffolding
Comply with Construction Regulations, Section 16, General Safety Regulations, Section 6 and SANS 10085 – The Design, erection, use and inspection of access scaffolding

The Principal Contractor shall appoint a competent person in writing as scaffolding Supervisor. Scaffolding Inspectors and Scaffolding Erectors must be trained and found competent to carry out scaffolding work. It is important to note that only competent scaffold erectors are allowed to build the scaffolding. The scaffold inspector is not allowed to build the scaffold with the scaffold erector team.

Scaffolding shall be erected according to SANS 10085 and shall be tagged “safe for use” after inspection indicated that the scaffold is safe to use. The inspection of the scaffold shall be in writing and proof thereof shall be available for any user of the scaffold as well as for audit purposes.

Scaffold left erected while The Principal Contractor is not in attendance, must be tagged with a “Not Safe for Use” tag and all reasonably practicable measures must be taken to prevent unauthorised access to the scaffold.

Scaffold must be inspected by the competent scaffold inspector on completion of the scaffold build, weekly thereafter or following severe weather conditions.

Hazards such as overhead power lines must be identified before the scaffold is build and must be reflected in the risk assessment.

When using mobile scaffold, employees and materials must be removed from scaffold before moving the mobile scaffold. Hazards such as overhead power lines must be identified before moving mobile scaffold and must reflect in the risk assessment.

k) Suspended Platforms

Comply with Construction Regulation, Section 17, SANS 10295-2 - Suspended access equipment Part 2: Temporary suspended platforms (TSPs)

All suspended platform work must be carried out under the supervision of a competent appointed Suspended Platform Supervisor. Suspended platform erectors, operators and inspectors must be competent.

The Principal Contractor must be in possession of a certificate of design for the use of the suspended platform system.

l) Cranes

Comply with Construction Regulation, Section 22, General Machinery Regulation, and Section 18.

Crane operators must be competent to carry out their work safely and must be in possession of a valid medical certificate of fitness, issued by an occupational health practitioner.

The wind factor should always be taken into consideration when operating cranes and that a wind speed device is fitted that provides the operator with an audible warning when the speed exceeds the design engineer specification. Upon noticing that the wind speed is equal or more than the specified speed limit, the operator should stop immediately.

m) Construction Vehicles & Mobile Equipment

Comply with Construction Regulation, Section 23, National Road Traffic Act, 1996

Construction vehicle operators must have received training to operate the class of construction vehicle or mobile equipment and must be in possession of an operator’s card as proof of competency. Construction vehicle operators must be authorised in writing and have a medical certificate of fitness issued by an occupational health practitioner to operate the construction vehicle and/or mobile equipment.
n) **Electrical Equipment**

Comply with Construction Regulations, Section 24.

The Principal Contractor shall take adequate steps to ascertain the presence of and guard against danger to workers from electrical cables or apparatus which is under, over or on the site. The exact location of underground electric power cables must be determined before any excavators are used for excavation purposes. The location of overhead electrical cables must be assessed when working with cranes and lifting equipment. Injury may be possible from touching the electrical cables with the crane boom, or from arcing when the crane boom comes too close to the electrical cable. All temporary electrical installations must be inspected at least once a week by a competent person and the records of the inspections must be recorded in a register which must be kept on site. Electrical machinery and extension cords must be in a serviceable condition and must be inspected on a daily basis before use on a construction site by the authorised operator and the inspection checklist must be kept on the construction site.

Comply with Electrical Installation Regulations.

All electrical installations shall be inspected and approved by an accredited electrical inspector and a valid Certificate of Compliance must be issued for the installation. All electrical installations carried out on site (permanent and temporary) must be in accordance and comply with the Electrical Installation Regulations. All power supplies and generating units must be fitted with a functional earth leakage device.

o) **Temporary Storage of Flammable Liquids**

Comply with Construction Regulation, Section 25 and General Safety Regulations, Section 4.

The Principal Contractor must ensure storage areas of flammable liquids are well ventilated and “No Smoking” signs are placed at the entrances and ventilation ducts of the storage areas. Firefighting equipment must be available in suitable positions around the storage areas.

The Principal Contractor must ensure that good housekeeping is practiced in and around the flammable storage areas.

p) **Water Environments**

Comply with Construction Regulation, Section 26.

The Principal Contractor must ensure that a lifejacket forms part of the employees PPE and is worn when the employee is exposed to the risk of drowning, by falling into water.

The risk assessment must make provision for the rescuing of persons in danger of drowning and for preventing employees from falling into the water.

When working over water environments, Section 10 of the Construction Regulations – Fall Protection will also apply.

q) **Housekeeping**

Comply with Construction Regulation, Section 27, Environmental Regulations for Workplaces, Section 6(3).

The Principal Contractor shall ensure that suitable and acceptable housekeeping is continuously implemented and maintained on the construction site. Off-cuts and waste must be removed by the end of the shift or as soon as practicable.

r) **Stacking & Storage of Material, Plant & Equipment**

Comply with Construction Regulations, Section 28 and General Safety Regulations, Section 8.
The Principal Contractor shall appoint a competent person in writing with the duty of supervising all stacking and storage operations on site.

Stacking shall only take place in areas specifically demarcated for this purpose. Circular items must be secured with wedges or chocks.

Items removed from a stack shall only take place from the top most layer of the stack.

Stacks shall not obstruct any fire extinguishing equipment, first aid equipment, electrical switchgear (DB Boxes) and ventilation or lighting installations.

Unstable stacks must be broken down immediately.

s) Fire Precautions

Comply with Construction Regulation, Section 29.

The Principal Contractor must provide his own firefighting equipment that is within the service date and safe for use. Firefighting equipment must be on a register and inspected by a competent person who has been appointed in writing.

Suitable and sufficient fire extinguishing equipment must be placed at strategic locations and a sufficient number of firefighters must be available, which must be trained in the use of it.

t) Intoxicating Liquor and Drugs

Comply with General Safety Regulations, Section 2A.

The site limit for intoxication is set to zero to complement a vision of zero tolerance.

Any person found to be intoxicated, or consuming intoxicating liquor or illegal drugs, will not be allowed onto the premises and/or will be removed from the premises.

The Principal Contractor has the right to test any person entering the premises for intoxicating liquor or illegal drugs and may refuse entrance on the basis of the outcome of the test.

The Principal Contractor shall ensure that employees taking prescription medicine informs The Principal Contractor of such and shall ensure that the side effect of such medicine does not constitute a hazard to the employee himself or people working in close vicinity to the employee.

u) Confined Space Work & Tunnelling

Comply with Construction Regulation, Section 15 and General Safety Regulations, Section 5.

The Principal Contractor shall ensure that only authorized persons enter confined spaces.

An entrance log must be kept to ensure people are not left inside the confined space. Adequate air monitoring must be carried out before entering the confined space. When air monitoring indicated the oxygen to be less than 20% by volume, the confined space must be purged and ventilated to obtain a safe atmosphere or self-contained breathing apparatus must be used.

v) Site Services

The Principal Contractor shall provide and maintain on the Site adequate and suitable sanitary services and a supply of potable water for all persons engaged in managing and working on the construction site and, if necessary, similar facilities elsewhere for such personnel off the Site.

i) Drinking Water

The Principal Contractor must ensure that an adequate supply of potable drinking water is available for all persons engaged in managing and working on the construction site and, if necessary, similar facilities elsewhere for such personnel off the Site. Employees working in hot conditions must consume enough water per hour to prevent dehydration.
Where water is unsafe for human consumption, it must be so indicated by means of adequate signage.

ii) Accommodation

The Principal Contractor shall comply with the requirements of Construction Regulation 30 with regards to employee’s facilities and accommodation. Reasonable and suitable living accommodation must be provided to employees who are far removed from their homes.

iii) Traffic Accommodation

The Principal Contractor must ensure that the traffic is properly organized and controlled in any work situation by providing adequate signaling or other control arrangement to guard against the dangers relating to the movements of vehicles and plant. The plant and vehicles are equipped with an automatic acoustic reversing alarm.

When the Principal Contractor is executing night work a permission should be sourced from the Engineer. The Principal Contractor must put in place visible or reflective signs that can be seen by motorist at a distance. If a stop and go method is used flag persons must be properly trained on how to control the traffic. The Principal Contractor must develop a clear Traffic Management Plan.
PART C4: SITE INFORMATION
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Information Only
All data and descriptions contained in this section of the contract documents are given for information purposes only and cannot be interpreted as prescriptive or as an instruction despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the contract documents, the latter take precedence.

C4.1 DESCRIPTION OF THE WORKS

The description of the works shall inter alia contain the following particulars regarding the work to be constructed and maintained under the contract.

The project is located on National Route 2 section 7 and 8 from Die Vleie (km 43.5) to White Bridge (km 22.9). This project is in the province of Western Cape and in the district municipality of the Garden Route. The project duration is 6 months.

C4.1.1 ROADWORKS

GEOMETRIC INFORMATION

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<td></td>
<td>N2/8: km 0.0 – 22.9</td>
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<tr>
<td>TRH 4 Road Category</td>
<td>A: 2 lane single carriageway road</td>
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<tr>
<td>Cross section</td>
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</tr>
<tr>
<td>Surface area</td>
<td>600 000 m²</td>
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</table>

The section of road covered by this contract consists of a two lane single carriage way rural highway.

The nature of the road works to be carried out under this contract comprises of the following (It should be noted that any quantities provided below are indicative only. The quantities given here should not be used for the programming of the works.)

- Establish site camp/s
- Procuring Targeted Enterprises
- Accommodation of traffic in half widths (maximum 5 km closures)
- Water cut areas on the surface where bleeding is taking place
- Removal of existing roadstuds
- Installation of new roadstuds
- Application of a fog spray using a diluted 30% anionic emulsion over the length and width of road including rest areas, (if applicable) on and off ramps at interchanges and bellmouths.
- Premarking and reinstate roadmarking to match existing marking layout,
- Finishing off the road.

C4.1.1 Pavement information

Total Road Surface area
### Interchanges and Intersections

#### Interchanges

<table>
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<tr>
<th>Route</th>
<th>Name</th>
<th>Position</th>
<th>On and Off Ramp lengths</th>
<th>Interchange reserve area</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
<td>km Start</td>
<td>km End</td>
<td>(km)</td>
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<tr>
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<td>Klein Brak</td>
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<td>Groot Brak</td>
<td>103.84</td>
<td>105.02</td>
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<td>N2-7</td>
<td>Glentana</td>
<td>8.50</td>
<td>9.68</td>
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*Area excluding interchanges. These areas may increase during future rehabilitation contracts.

<table>
<thead>
<tr>
<th>Route</th>
<th>Name</th>
<th>Position</th>
<th>On and Off Ramp lengths</th>
<th>Interchange reserve area</th>
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<td></td>
<td></td>
<td>km Start</td>
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<td>(km)</td>
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Road Width

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<td>2 x 3.7m</td>
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<td>80.8</td>
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Rest Areas

![Rest Areas Image]

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<th>Location</th>
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<th>Shelters</th>
<th>Tables</th>
<th>Chairs</th>
<th>Bins</th>
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</thead>
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<td>3</td>
<td>3</td>
<td>6</td>
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### Dekriet

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### Groot Brak

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<tr>
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### Dolphin’s Point View Site

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### Dolphin’s Point

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C4.2 DRAWINGS

The drawings that form part of the tender document are issued for tender purposes only. The contractor will be supplied with one set of paper prints plus a CD containing all the construction documentation.

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

The levels given on bridge drawings are subject to confirmation on site, and the contractor shall submit all levels to the engineer for confirmation before he commences any structural construction work. It is the contractor's responsibility to check all clearances given on the drawings and to inform the engineer of any discrepancies.

C4.3 CAMP ESTABLISHMENT, POWER SUPPLY AND OTHER SERVICES

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

The contractor shall provide a suitable site for the site camp and accommodation.

C4.4 CONSTRUCTION IN CONFINED AREAS

It will be necessary for the contractor to work within confined areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the contractor's constructional plant.

Regardless, measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions. It is deemed that the rates tendered in the Pricing Schedule
include full compensation for all special equipment and construction methods and for all
difficulties encountered when working in confined areas and narrow widths, and at or
around obstructions. No extra payment will be made nor will any claim for additional
payment be considered in such cases. (Refer to project specification sub-clause B1209(g)).

C4.5 MANAGEMENT OF THE ENVIRONMENT

The contractor will be responsible for construction according to an environmental
management plan in terms of Section C1000 Scope of Works.

The contractor must take the utmost care to minimise the impact of his establishment and
other construction activities on the environment and must adhere to the requirements as
set out in Section C of the Scope of Works. Where the contractor fails to adhere to these
requirements the specifications in Section C of the Scope of Works provide the
methodology and cost liability of remedy.

C4.6 TRAFFIC

The traffic data was collected in 2015.
Information of the different section is in Appendix 2.

C4.7 SMALL CONTRACTOR DEVELOPMENT, TRAINING AND COMMUNITY LIAISON

The South African National Roads Agency SOC Limited is committed to the implementation
of Government's policies and in turn expects the same from its contractors. Accordingly, it
is a requirement of this project that tenderers are familiar with the specifications that relate
to the transformation of the construction industry through the following:
(i) adherence to the policies of the Reconstruction and Development Programme and
other similar Government initiatives,
(ii) employment and/or creation of Targeted Enterprises,
(iii) arrangement of generic skills, engineering skills and entrepreneurial skills training
programmes for which provision has been made in the Pricing Schedule,
(iv) construction using labour maximisation principles and,
(v) active participation with community-based structures.

Tenderers should note that liaison with Community Stakeholders via active participation
with the Project Liaison Committee, as well as employment of people from within the
community, are essential parts of the project. A provisional sum to cover costs incurred by
members of the community in the liaison process has also been included in the Pricing
Schedule.

Section D of the Scope of Works covers the contractor’s requirements in detail, as well as
defining the targets that comprise the Contract Participation Goal (CPG).

C4.8 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND
REGULATIONS 2014

Refer to Section E of the Scope of Works for general requirements in terms of the OH&S
requirements.

C4.9 SAFETY PROCEDURES

Where the location of the contract and/or type of traffic accommodation measures result
in an increased risk of criminal activities aimed at the public is expected, the tenderer and
the tenderer should be mindful of his responsibility to provide guards and fences for the
protection of the public i.t.o. clause 4.8 of the conditions of contract

C4.10 OTHER INFORMATION

C4.10.1 Construction Materials

The suppliers of bituminous products, including bitumen emulsion.
APPENDICES

Appendix 1: Locality Plan
Appendix 2: Traffic Data
Appendix 3: Dispute Adjudication Agreement
Appendix 4: SANRAL Project Liaison Committee Guidelines
APPENDIX 2: TRAFFIC DATA

PROFORMA DOCUMENT FOR CONSTRUCTION VERSION 28.DOC
19 July 2019

C-218


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22.263
DISPUTE ADJUDICATION AGREEMENT

between

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED
(Reg No. 1998/009584/06)
(“Employer”)

and

_______________________

(Reg No. _____________)
(“Contractor”)

and

_______________________

(“Member”)

______________
1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Dispute Adjudication Agreement, unless the context otherwise indicates:

1.1.1 “Contract” means CONTRACT SANRAL N.002-078-2019/2 PERIODIC MAINTENANCE OF NATIONAL ROUTE 2 SECTIONS 7 AND 8 FROM DIE VLEIE (KM 43.5) TO WHITE BRIDGE (KM 22.9) entered into between the Employer and the Contractor.

1.1.2 “Contractor” means … (insert contractor’s details) appointed by the Employer under the Contract.

1.1.3 “DAB” means the three person Dispute Adjudication Board as contemplated in clause 20 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer, published by the Fédération Internationale des Ingénieurs-Conseils (hereinafter referred to as “GCC”), in accordance with the terms and conditions as set out in this Dispute Adjudication Agreement.

1.1.4 “Dispute Adjudication Agreement” means the tripartite agreement between the Employer, Contractor and Member.

1.1.5 “Effective Date” means the date that this Dispute Adjudication Agreement shall take effect, and unless otherwise stated, it shall be the latest date when the Employer, the Contractor, Member and each of the Other Members have respectively signed a Dispute Adjudication Agreement.

1.1.6 “Employer” means the South African National Roads Agency SOC Limited, Registration No. 1998/009584/06

1.1.7 “Engineer” means TBA

1.1.8 “Member” means Mr ________________, who (Delete the following for members other than for the Chairperson’s agreement) will act as chairman of the DAB and who is one of the three persons who are jointly called the DAB.

1.1.9 “Other Members” means the persons other than the Member, forming part of the DAB

1.1.10 “Parties” means the Employer, Contractor and Member

1.2 In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract

2. GENERAL PROVISIONS

2.1 Following the Effective Date, the Employer and the Contractor shall each give notice to the Member accordingly. If the Member does not receive either notice within six months after entering into the Dispute Adjudication Agreement, it shall be void and ineffective.

2.2 This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days’ notice of resignation to the Employer and to the Contractor, and the Dispute Adjudication Agreement shall terminate upon the expiry of this period.

2.3 No assignment or subcontracting of the Dispute Adjudication Agreement is permitted without the prior written agreement of all the Parties to it and of the Other Members.

2.4 The Dispute Adjudication Agreement shall be governed by the law of the Republic of South Africa.

2.5 All disputes will be heard in ________________, Republic of South Africa, unless otherwise agreed by the Parties.

3. WARRANTIES
3.1 The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members, any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

3.2 When appointing the Member, the Employer and the Contractor relies upon the Members’ representations that he/she is:
   a) experienced in the work which the Contractor is to carry out under the Contract,
   b) experienced in the interpretation of contract documentation, and
   c) fluent in the language for communications defined in the Contract.

4. **APPOINTMENT**

4.1 The Employer and the Contractor hereby jointly appoint the Member as a Member of a three person DAB on the terms and conditions as set out in the Dispute Adjudication Agreement, which appointment the Member by his/her signature hereto accepts;

4.2 The conditions of the Dispute Adjudication Agreement comprise the following:
   a) The Dispute Adjudication Agreement together with any addenda or schedules hereto; including the procedural rules;
   b) The GCC, as amended by any particular conditions, to the extent that it is applicable to the DAB and the Member.

5. **GENERAL OBLIGATIONS OF THE MEMBER**

5.1 The Member shall act as chairman of the DAB and shall; ensure smooth administration; keep all records; ensure compliance to procedural rules; ensure the ethics of the DAB remain unchallenged; coordinate between the Parties and the DAB; chair meetings and site visits; ensure procedural correctness of all recommendations and decisions of the DAB.

5.2 The Member shall have no interest financial or otherwise in the Employer, the Contractor or the Engineer, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement.

5.3 The Member shall not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Adjudication Agreement.

5.4 The Member shall have disclosed in writing to the Employer, the Contractor and the Other Members, before entering into the Dispute Adjudication Agreement and to his/her best knowledge and re-collection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part.

5.5 The Member shall not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Employer, the Contractor, any member/partner of the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members. Notwithstanding this restriction, the Member shall not be restricted to be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer on another contract or matter, but shall disclose to the Employer, the Contractor, and the Other Members, before he/she consult, advises or accepts any instructions from either the Employer, the Contractor, any member/partner of the Contractor, or the Engineer and confirming that such advice, consultation or other instruction taken from such person shall not affect the Member’s ability to be unbiased in relation to his/her duties under the Dispute Adjudication Agreement.

5.6 The Member shall comply with the annexed procedural rules and Sub-Clause 20.4 of the conditions of Contract.

5.7 The Member shall not give advice to the Employer, the Contractor, the Employer’s personnel or the Contractor’s personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules.
5.8 The Member shall not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under this Dispute Adjudication Agreement.

5.9 The Member shall ensure his/her availability for all site visits and hearings as are necessary.

5.10 The Member shall become conversant with the Contract and with the progress of the Works (and of any parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file.

5.11 The Member shall treat the details of the Contract and all the DAB’s activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members.

5.12 The Member shall be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members.

6. GENERAL OBLIGATIONS OF THE EMPLOYER AND THE CONTRACTOR

6.1 The Employer, the Contractor, the Employer’s personnel and the Contractor’s personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DAB’s activities under the Contract and the Dispute Adjudication Agreement, and except to the extent that prior agreement is given by the Employer, the Contractor and the Other Members. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer’s personnel and the Contractor’s personnel respectively.

6.2 The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members:
   a) be appointed as an arbitrator in any arbitration under the Contract;
   b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract;
   c) be called as a witness or act on behalf of the Employer or Contractor, concerning any dispute that became the subject of litigation under the Contract; or
   d) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Members functions, unless the act or omission is shown to have been in bad faith.

6.3 The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he/she is relieved from liability under the preceding paragraph.

7. PAYMENT

7.1 The Member shall be paid a retainer fee of R ________ (excluding VAT) per calendar month, which shall be considered as payment in full for:
   i) being available on 28 days’ notice for all site visits and hearings;
   ii) becoming and remaining conversant with all project developments and maintaining relevant files;
   iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his/her duties; and
   iv) all services performed hereunder except those referred to in sub-paragraphs 7.4 and 7.5 of this Clause.

7.2 The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Adjudication Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

7.3 With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by 50%. This
reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Adjudication Agreement is otherwise terminated.

7.4 The Member shall be paid a daily fee of R ________ (excluding VAT), (reduced to an hourly fee of one eighth the daily fee, for part of a day), which shall be considered as payment in full for:
   i) each day or part of a day up to a maximum of one day’s travel time in each direction for the journey between the Member’s home and the site or another location of a meeting with the Other Members, as agreed by the Parties.
   ii) each working day on site visits, hearings or preparing decisions; and
   iii) each day spent reading submissions in preparation for a hearing.

7.5 The Member shall be paid all reasonable expenses incurred in connection with the Member’s duties, including the cost of the following:
   i) Travel expenses:—
      ▪ Own car - motor vehicle travel expenses will be recovered at the relevant South African Automobile Association rates,
      ▪ Car hire – group B or similar,
      ▪ Flights – economy class.
   ii) Accommodation – any type of accommodation up to R1,300.00 per day all inclusive,
   iii) Subsistence costs.

7.6 The Member shall be paid all Value Added Taxes as per the law.

7.7 The retainer fee and daily fee shall remain fixed for the 1st 24 calendar months and shall thereafter be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin P0141 of Statistics South Africa under table B) at each anniversary of the Effective Date. The base month shall be the 12th month following the Effective Date.

7.8 The Member shall be paid in South African Rands.

7.9 The member shall submit invoices for payment of the monthly retainer and may include an estimate of the next month’s airfares which will be incurred (and which will be reconciled and adjusted in the subsequent invoice). Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a DAB fee claim containing records of previous fee claims and a breakdown of activities performed during the relevant period and shall be addressed to the Contractor.

7.10 Notwithstanding the fact that the appointment is of the Member in his/her personal capacity the Member may invoice and receive payment to a legal entity of which he/she is a member, shareholder or partner.

7.11 The Contractor shall pay the Member’s invoices in full within 30 calendar days after receiving each valid invoice, half of which shall be recovered by the Contractor from the Employer.

7.12 If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received and/or (ii) resign his/her appointment by giving notice under Clause 8.

8. TERMINATION

8.1 At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Adjudication Agreement by giving 42 days’ notice to the Member; or (ii) the Member may resign as provided for under Clause 2.

8.2 If the member fails to comply with the Dispute Adjudication Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

8.3 If the Employer or the Contractor fails to comply with the Dispute Adjudication Agreement, the Member may, without prejudice to his/her other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.
8.4 Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

9. DEFAULT OF THE MEMBER

9.1 If the Member fails to comply with any obligation under Clause 5, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members, for proceedings or decisions (if any) of the DAB which are rendered void or ineffective.

10. DISPUTES

10.1 Any dispute or claim arising out of or in connection with the Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration under the Rules of Arbitration of the Association of Arbitrators of Southern Africa by one Arbitrator appointed by agreement of the Member, the Employer and the Contractor or, failing such agreement, by the Chairman for the time being of the Association of Arbitrators.

11. DOMICILIA AND NOTICES

11.1 The Parties choose as their domicilia citandi et executandi for all purposes under the Dispute Adjudication Agreement, whether in respect of notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

11.1.1 Employer (domicilia citandi et executandi):

Address: South African National Roads Agency SOC Limited
48 Tambotie Avenue, Val de Grace, Pretoria, 0184
Reference: … CEO

Employer (General Communication)

Address: South African National Roads Agency SOC Limited
… Region, …, …, …
Fax Number: …
Tel. Number: …
Reference: … Regional Manager, … Region

11.1.2 Contractor:

Address: …
…
Fax Number: …
Tel. Number: …
Reference: …, Contract Director

11.1.3 Member:

Address: …
…
Fax Number: …
Tel. Number: …
Reference: …,

11.2 Any notice or communication required or permitted to be given in terms of the Dispute Adjudication Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or registered mail.
11.3 Any Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi* vis-à-vis that Party to another physical address in the Republic of South Africa or its telefax number, provided that the change shall become effective vis-à-vis that addressee on the 7th business day from the deemed receipt of the notice by the addressee.

11.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

12. **SIGNATORIES**

12.1 Signed for and on behalf of the Employer by:

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12.2 Signed for and on behalf of the Contractor by:

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12.3 Signed by the Member:

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Date
ANNEXURE 1

PROCEDURAL RULES

1. Unless otherwise agreed by the Employer and the Contractor, the DAB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DAB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

2. The timing of and agenda for each site visit shall be as agreed jointly by the DAB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DAB. The purpose of site visits is to enable the DAB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims.

3. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DAB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

4. The Employer and the Contractor shall furnish to each member of the DAB one copy of all documents which the DAB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DAB and the Employer or the Contractor shall be copied to the other Party.

5. If any dispute is referred to the DAB in accordance with Sub-clause 20.4 of the GCC, the DAB shall proceed in accordance with Sub-clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DAB shall:
   a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
   b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

6. The DAB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

7. Except as otherwise agreed in writing by the Employer and the Contractor, the DAB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party whom the DAB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

8. The Employer and the Contractor empower the DAB, among other things, to:
   a) establish the procedure to be applied in deciding a dispute,
   b) decide upon the DABs’ own jurisdiction, and as to the scope of any dispute referred to it,
   c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
   d) take the initiative in ascertaining the facts and matters required for a decision,
   e) make use of its own specialist knowledge, if any,
   f) decide upon the payment of financing charges in accordance with the Contract,
   g) decide upon any provisional relief such as interim or conservatory measures, and
   h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

9. The DAB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties, unless requested by both the Employer and Contractor. Prior to giving notice to its decision:
   a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members’ who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and

c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
   i) either the Employer or the Contractor does not agree that they do so, or
   ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.

Thereafter, the DAB shall make and give notice to its decision in accordance with Sub-clause 20.4 or as otherwise agreed by the Employer and the Contractor in writing.
The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

### Section 1: Enterprise details

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<tr>
<th>Name of enterprise</th>
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<td>Contact person</td>
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### Section 2: Particulars of companies and close corporations

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<th>Company / Close Corporation registration number</th>
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### Section 3: SARS information

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<th>Tax reference number</th>
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<tbody>
<tr>
<td>VAT registration number</td>
<td>(state Not Registered if not registered for VAT)</td>
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</table>

### Section 4: CIDB registration number

| CIDB Registration number |  |

### Section 5: Particulars of principals

**Principal**: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act, 1984, (Act No. 69 of 1984)

<table>
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<tr>
<th>Full name of principal</th>
<th>Identity number</th>
<th>Personal tax reference number</th>
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Attach separate page if necessary.
Section 6: Record in the service of the state:

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

<table>
<thead>
<tr>
<th>Name of principal</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
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Insert separate page if necessary.

Section 7: Record of family member in the service of the state:

Family member: a person’s spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

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<tr>
<th>Name of family member</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
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### Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity, including any of its joint venture partners, terminated during the past five years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

- [ ] Yes
- [ ] No (tick appropriate box)

If yes, provide particulars:

Insert separate page if necessary

### Section 9: Declaration

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

i) neither the name of the tendering entity, nor any of its principals, appears on:
   a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
   b) National Treasury’s Database of Restricted Suppliers [see www.treasury.gov.za];

ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;

v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;

vi) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer’s tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

I, the undersigned .......................................................... .......................................................... certif...
| NOTE 1: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer. |
| NOTE 2: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months. |
| NOTE 3: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State. |
| NOTE 4: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender. |
| NOTE 5: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties. |
ANNEXURE 3

TAX COMPLIANCE PERMISSION DECLARATION

I, ................................................................................................................................. (name)
the undersigned in my capacity as ...........................................................................(position)
on behalf of ......................................................................................................................
................................................................................................................................. (name of company)
herewith grant consent that SARS may disclose to the South African National Roads Agency SOC
Limited (SANRAL) our tax compliance status on an ongoing basis for the contract term.

For this purpose, our unique security personal identification number (PIN) is .........................,
our tax reference number is ............... and our tax clearance certificate number is .......................

SIGNATURE: ....................................................................................................................

DATE: ..............................................................................................................................
GUIDELINES
FOR
PROJECT LIAISON COMMITTEE (PLC)
&
PROJECT LIAISON OFFICERS (PLO)

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD
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2 PART I – DEFINITIONS

As used in this guideline unless otherwise stated, the following terms are defined:

(i) Community\textsuperscript{2}
South African Citizens, as defined in terms of the South African Citizenship Act, 1995 (Act 88 of 1995), who permanently reside within the Target Area(s).

(ii) Consultation
The structured process by which the public is approached for comment on national roads policies.

(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\textsuperscript{10, 11}
Unless otherwise permissible in terms of procurement regulations or the PPPFA, it is the groups used to define Targeted Labour and the ownership and/or control of Targeted Enterprises and shall be restricted to:

a. black designated groups as defined in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
b. black people as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
c. black people who are women and who are South African citizens;
d. black people who are youth as defined in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008);
e. black people who are people with disabilities as defined in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

\textsuperscript{2} SANS 10845, Suite for Construction Procurement, 2015.
\textsuperscript{11} Derived from Preferential Procurement Regulations, 2017. Implementation Guide.
f. black people who are military veterans as defined in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

g. black people who are living in rural or underdeveloped areas or townships;

h. small enterprises as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

i. Exempted Micro Enterprises (EMEs) as defined in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003), with an annual turnover of R10 million or less (Amended Codes of Good Practice); and

j. Qualifying Small Enterprises (QSEs) as defined in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) with an annual total turnover of between R10 million and R50 million.

(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 advice 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.

(viii) Labour Persons:

a. who are employed by the Contractor or a Subcontractor in the performance of the Contract; and

b. who permanently resides in the Target Area(s); and

c. whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor’s or Subcontractor’s employment policies; but

d. who are not necessarily Targeted Labour.

Note:
The personnel employed by suppliers are not defined as “Labour” for the purposes of this Contract.

(ix) Local Enterprise

An enterprise:

a. that has a permanent physical presence (office) in the project’s Target Area(s); and

b. that can proof its presence by means of a rates and taxes account or a lease agreement; but
c. which is not necessarily a Targeted Enterprise.

(x) Mentoring
Mentoring is assisting a person in developing a long-term career path. It is mostly about imparting skills that are often intangible and non-measurable. Mentoring is more about developing a relationship and taking a personal interest in a person.

(xi) Mobilisation Period
The period from the Commencement Date until the commencement of the Works, as defined in the Conditions of Contract.

(xii) National Road
The declared national roads which fall within the Liaison Committee areas.

(xiii) Project Liaison Committee (PLC)
The Committee who represents the project’s Stakeholders and affected Communities. The PMT will also become a party to this Committee.

(xiv) Project Liaison Officer (PLO)
The person who acts as the liaison officer for the PLC and the PMT. The PLO facilitates the employment of Targeted Labour and attends to the day to day project, Stakeholder, and Community matters that impact on the parties to the project.

(xv) Project Management Team (PMT)
The Team comprising the Employer’s Project Manager, the Engineer and the Contractor, or their duly delegated representatives. Together with the PLC, the PMT is responsible for successful project Stakeholder and Community liaison, and successful implementation of the Employer’s Targeted Labour and Targeted Enterprise utilisation and development goals.

(xvi) SANRAL

(xvii) Stakeholders
Any Stakeholder listed in the Employer’s Communication Policy, March 2018, who is affected by the Employer’s operations in the Target 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. Provincial departments;
b. Municipal departments;
c. Traditional authorities;

---

13 Derived from CIDB Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on construction Works Contracts, 31 October 2017; CLO definition.
14 Derived from SANRAL communication Policy, March 2018.
d. Community interest groups;
e. Organised youth representation;
f. Organised women representation;
g. Organised disabled people representation;
h. Organised labour representation;
i. Other structured community groups such religion, education, farming, etc.
j. Transport industry forums;
k. Business sector forums;
l. Road user forums;
m. Environmental interest groups;
n. Road safety interest groups;
o. Any other recognised relevant and representative structure.

(xviii) Subcontractor
An entity subcontracted by the Contractor to execute a portion of the Works as defined in the Conditions of Contract.

(xix) Target Area
The geographic area defined in the Contract Data and which typically are:
a. one or more Provinces;
b. one or more Metropolitan and District Municipalities;
c. one or more Local Municipalities; or
d. one or more Wards that are wholly located within an area within a predefined radius of the construction activity.
e. one or more of the areas listed in the definition of Designated Groups.

(xx) Targeted Enterprise
A sole trader, partnership or legal entity which:

a. is a business within the Target Area(s); and
b. is engaged in the performance of the Contract; and
c. is defined as a Target Group in the Contract Data; and
d. is at least 51% owned by black people; and
e. the Contractor or any of its subsidiaries has no equity holding in; and
f. is registered in terms of the Company’s Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984) or Co-operative Act (Act No. 14 of 2015); and
g. is registered on the National Treasury’s Central Supplier Database (CSD); and
h. is an EME or a QSE; and
i. is a Subcontractor who undertakes work within its registered CIDB grade and category; or
j. is a supplier of goods and/or services for work done exclusively by the Contractor which satisfies (a) to (h).

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15 Partially derived from SANS 10845-5:2015, definition 2.15
(xxi) Targeted Enterprise Procurement Coordinator (TEPC)
The person or entity appointed by the Contractor to facilitate the procurement of Targeted Enterprises after award of the Contract.

(xxii) Target Group
It is a collection of business entities and/or groups selected from the Designated Group as defined in the Preferential Procurement Policy Framework Act Regulations, 2017.

(xxiii) Target Group Development Coordinator (TGDC)
The person or entity appointed by the Contractor to facilitate the training and development of Targeted Labour and Targeted Enterprises.

(xxiv) Targeted Labour
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
  d. who are defined as a Target Group in the Contract Data.

(xxv) Training
Training refers to the process of teaching a Learner, usually in a classroom or simulated work environment situation where principles and theory are taught and demonstrations are given. Assignments are then set to ensure that the Learner can apply what has been taught. Training is done by a specialist in the subject, and who is qualified and accredited to train.
3 PART II: PRINCIPLES FOR PROJECT LIAISON, SUB-CONTRACTING AND LABOUR SOURCING IN ALL SANRAL PROJECTS

These principles are applied to facilitate better project level liaison with local communities and structures. They also serve to ensure communication and transparency in the execution of works and to ensure inclusivity in the allocation of projects to benefit black business and local communities.

1. **Point 1**: Establish project liaison committees (PLCs) in each project to create a platform for project liaison, works execution, sub-contracting and employment facilitation.

2. **Point 2**: SANRAL to chair PLCs and provide secretarial support. Representation to comprise: SANRAL; contractor; consultant; business representatives; traditional representatives; provincial and municipal government representatives; community representatives; and any other critical local stakeholder that may be deemed necessary by the PLC.

3. **Point 3**: Community liaison officer (CLO) or public liaison officer (PLO) selection to be done under the auspices of the PLC.

4. **Point 4**: Definition of a target area (sometimes referred to as a local area or traffic area) to be done under the auspices of the PLC.

5. **Point 5**: Setup a database of contractors and suppliers (and consultants where relevant) to be done under the auspices of the PLC. The final database to be signed off by the PLC.

6. **Point 6**: Setup of database of local labour for the targeted area to be done under the auspices of the PLC. The final list to be signed off by the PLC. An agreed system of labour selection from the database is to be agreed at the PLC.

7. **Point 7**: Handover of signed-off databases for sub-contracting and labour to contractor for open tender process and recruitment respectively done by the PLC.

8. **Point 8**: Tender to be conducted by contractor using government principles (e.g. public opening of received bids, announcement of bidders and prices). Tabling of winning bidders in the PLC.

9. **Point 9**: Appeals on the tender process to be escalated to SANRAL for an independent review.

10. **Point 10**: Capability assessments of contractors and suppliers to be done under auspices of PLC prior to tender stage, to identify any deficiencies in skills and experience. For labour, skills assessments are to be done at recruitment stage.

11. **Point 11**: Contractor development support and training to be coordinated and conducted, ahead under the auspices of the PLC, prior to project commencement.

12. **Point 12**: Identification of works areas that are deliverable by local service providers, and areas where capabilities are not available locally. All works areas where capabilities are not available locally shall be imported and locals will be given an opportunity to learn.

13. **Point 13**: Formal contracting arrangements to be ensured for all projects.

14. **Point 14**: Communication to be streamlined through the PLC and used to manage expectations of local business and communities.
4 ESTABLISHMENT OF A PROJECT LIAISON COMMITTEE

Point 1: Establish Project Liaison Committees (PLCs) in each project to create a platform for project liaison, works execution, sub-contracting and employment facilitation.

4.1 Purpose
The PLC is intended to give effect to the need for transparency and inclusion in the process of delivering services, through ensuring that the Contractor liaises with the project Stakeholders and affected Communities for the duration of the Contract’s life cycle. This shall be achieved through structured engagement with the PLC which is established by the SANRAL for this purpose.

The aims and objectives of the creation of the Public Liaison Committee shall be to:

- Facilitate constructive community participation in the formalization and implementation of the policies of SANRAL;
- Facilitate transparency in SANRAL allocation of resources;
- Facilitate involvement of local communities in the projects of SANRAL at a local level.

4.2 Creation
A PLC shall be established through the Routine Road Maintenance (RRM) contract. The PLC shall be established by SANRAL in partnership with the Engineer and the Contractor appointed under the RRM contract. The PLC shall consist of representatives of project Stakeholders and affected Communities, as well as the PMT and their representatives. This PLC, also termed the RRM PLC, shall form the building block of all other PLCs to be established in the area.

For any other contract, a project specific PLC shall be established. The Project specific PLC, which can be of a shorter duration, must comprise members of the RRM PLC(s) and seconded members representing the specific Local Municipality(ies). The project specific PLC shall co-opt one or more members from the RRM PLC(s) for the project area(s). In addition to normal PLC duties, the co-opted members will be responsible for facilitating communication between the RRM PLC and the project specific PLC or any other PLC established for the purposes of executing any other project being implemented in the area.

Once the project has been completed or the project specific PLC disbanded, the co-opted members shall return to the RRM PLC provided that their term of office has not expired.

4.3 Legal Nature
The Public Liaison Committee shall be a voluntary association established in terms of this guideline within a defined period set by SANRAL. The members will not be remunerated for their time. However, SANRAL shall consider paying an allowance to assist in covering some of the costs of the members.

Point 2: SANRAL to chair PLCs and provide secretarial support. Representation to comprise: SANRAL; contractor; consultant; business representatives; traditional representatives;
provincial and municipal government representatives; community representatives; and any other critical local stakeholder that may be deemed necessary by the PLC.

4.4 Structure

PLC meetings shall be chaired by SANRAL while the Engineer’s representative shall provide a secretarial service to take minutes of these meetings.

Secretarial support other than taking minutes at PLC meetings shall be provided by the PLO.

The Contractor shall make use of the PLC as the official communication channel, and utilise it to facilitate harmonious relationships, with project Stakeholders and affected Communities.

The Contractor shall delegate from among its site personnel a responsible person to serve on, and participate in, the PLC and its business.

4.5 Composition

SANRAL shall be represented by the Project Management Team (Project Manager/ Engineer’s Representative and Construction Manager). In addition, the Public Liaison Committee (PLC) shall consist of “elected” and nominated members representing various community organizations as set out below to include the following sectors:

<table>
<thead>
<tr>
<th>Sector</th>
<th>Representatives</th>
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<tr>
<td>Traditional leaders</td>
<td>1</td>
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<tr>
<td>Members of ward committees</td>
<td>2</td>
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<tr>
<td>People with disabilities forums</td>
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<tr>
<td>Women Organisations</td>
<td>1</td>
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<tr>
<td>Youth Organisations</td>
<td>1</td>
</tr>
<tr>
<td>Business (incl. Contractor associations)</td>
<td>1</td>
</tr>
<tr>
<td>Transport Forums</td>
<td>1</td>
</tr>
<tr>
<td>Road Safety/Environmental Councils</td>
<td>1</td>
</tr>
<tr>
<td>Organized Agriculture</td>
<td>2</td>
</tr>
</tbody>
</table>

The composition and numbers of representatives above are provided as a guidance. Consultation between the PMT and municipal representatives, including the Mayor’s office, will provide final guidance on the number and organisations to be represented. Where required, additional organisations will be added and others removed.

However, notwithstanding the guidance provided above, SANRAL does not desire that councillors become members of PLCs. While Councillors may be invited to some PLC meetings, it is highly recommended that they are not to become PLC members as a PLC is not a political structure.

4.5.1 Dedicated Seats

Notwithstanding the provision above, the following seats shall be dedicated:
(i) Traditional leaders/LED officer
The number of seats allocated by the election meeting shall be taken as dedicated seats. In areas where there are no Tribal Authorities, structures representing the interest of landowners may fulfill this role.

(ii) Business Sector
Seats allocated to the business sector shall be dedicated to SMME representative associations who shall have been elected to represent the interests of all the SMME’s based within the PLC area for which the particular PLC is responsible. The association shall be registered in line with Legislations.

(iii) Organized Agriculture
Seats allocated to Associations and shall be dedicated to the predominant type of organized agriculture in the area of the particular Public Liaison Committee, provided that Organized Agriculture complies with the provisions of in this guideline.

4.5.2 Co-opted members

Co-opted members are those members that the PLC chooses to add in addition to those incorporated into the PLC from the process above. Co-opted members shall have limited rights of participation at PLC meetings. They will not vote and shall not claim allowances from SANRAL. Co-opted members can include councillors and other political representatives who can be invited from time to time.

4.6 Selection of members

4.6.1 General Principles of Membership

Membership as defined above is open to any person residing within the boundaries of the Project Area but does not apply to co-opted members.

4.6.2 Nominations

Nominations shall be forwarded using the prescribed nomination form (annexed to this document). All nominations shall indicate:

- The name of the nominee
- The name of the proposer, and 5 seconds
- The name of the residential area of the nominee
- The organization for which the nomination is being made
- Acceptance of nomination by the nominee

(i) All candidates must comply with provisions of clause 4 of this constitution.
(ii) The duration of the Nominees participation in the PLC shall depend on the duration of the project or the duration of the PLC, whichever comes first.
(iii) The nomination process shall be conducted in consultation with the municipality(ies) in the project area.
The municipality shall be contacted through the Mayor’s office and/the Local Economic Development (LED) office.

5 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:

Point 3: Community liaison officer (CLO) or public liaison officer (PLO) selection to be done under the auspices of the PLC.
   (i) Assist the Employer and Engineer to source suitable candidates where applicable, based on the Employer’s prequalification criteria, for the position of PLO.
   (ii) Observe and verify that the prequalification criteria and procedures applied by the Employer and Engineer to select and employ the PLO were executed in a fair and transparent manner, and were within the prescripts of the relevant legislation and regulations.

Point 4: Definition of a target area (sometimes referred to as a local area or traffic area) to be done under the auspices of the PLC.
   (i) Make recommendations to the Employer and Engineer in identifying the project’s Target Area(s), from which Targeted Labour and Targeted Enterprises will be employed and subcontracted, for inclusion in the Tender Documents and endorse the identified Target Area(s).
   (ii) Make recommendations to the Employer and Engineer in identifying the project’s Target Groups for inclusion in the Tender Documents and endorse the identified Target Groups.

Point 5: Setup a database of contractors and suppliers (and consultants where relevant) to be done under the auspices of the PLC. The final database to be signed off by the PLC.
   (i) Make recommendations to the PMT in establishing the eligibility criteria, prequalification criteria, and tendering processes and procedures to be followed to employ Targeted Labour and subcontract Targeted Enterprises; endorse the agreed criteria and employment and subcontracting methodology(ies).
Point 6: Setup of database of local labour for the targeted area to be done under the auspices of the PLC. The final list to be signed off by the PLC. An agreed system of labour selection from the database is to be agreed at the PLC.

(i) Peruse and endorse the Project Database(s) compiled by the PMT from which Targeted Labour will be employed and Targeted Enterprises will be subcontracted.

(ii) Verify that the criteria and methodology(ies) applied by the Contractor to employ Targeted Labour and subcontract Targeted Enterprises were executed in a fair and transparent manner, and within the Employer’s and Government’s Supply Chain Management Policies.

Point 7: Handover of signed-off databases for sub-contracting and labour to contractor for open tender process and recruitment respectively done by the PLC.

Point 8: Tender to be conducted by contractor using government principles (e.g. public opening of received bids, announcement of bidders and prices). Tabling of winning bidders in the PLC.

(i) Receive reports and ensure transparency in the appointment of Targeted Enterprises in local projects of SANRAL notwithstanding that the authority to appoint such Targeted Enterprises shall remain with SANRAL. (Observer status)

Point 9: Appeals on the tender process to be escalated to SANRAL for an independent review.

(i) Agree with the PMT on a dispute resolution mechanism to resolve any disputes that may arise between the PMT and the PLC, project Stakeholders and/or affected Communities.

(ii) Assist the PMT 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.

(iii) SANRAL’s ruling on any dispute regarding the tender process shall be considered to be final.

Point 10: Capability assessments of contractors and suppliers to be done under auspices of PLC prior to tender stage, to identify any deficiencies in skills and experience. For labour, skills assessments are to be done at recruitment stage.

Point 11: Contractor development support and training to be coordinated and conducted, ahead under the auspices of the PLC, prior to project commencement.

(i) Make recommendations to the PMT on the training needs, eligibility criteria and selection criteria, for the provision of training to Targeted Labour, Targeted Enterprises, Designated Groups, project Stakeholders and the affected Communities.

(ii) Observe and verify that training programmes and support programmes, which the Contractor committed to, were implemented and executed as intended.
Point 12: Identification of works areas that are deliverable by local service providers, and areas where capabilities are not available locally. All works areas where capabilities are not available locally shall be imported and locals will be given an opportunity to learn.

Point 13: Formal contracting arrangements to be ensured for all projects.
   (i) Verify that the conditions of employment and the conditions of subcontracting, in the employment of Targeted Labour and subcontracting of Targeted Enterprises were applied in a fair and transparent manner and according to the Employer’s employment and subcontracting requirements.

Point 14: Communication to be streamlined through the PLC and used to manage expectations of local business and communities.
   (i) Inform the entities whom they represent of any project matters which the PMT wishes to communicate with project Stakeholders and the affected Communities.
   (ii) Inform the entities whom they represent of any project matters that are impacting or may impact, either positively or negatively, on project Stakeholders and the affected Communities.
   (iii) Inform the PMT of Stakeholder and/or Community requests and/or needs which could possibly be addressed within the project’s Scope of Work.
   (iv) Inform the PMT of any road safety concerns within the project’s Target Area(s) and advise the PMT of possible mitigating measures and/or road safety programs that will be most feasible for acceptance by the affected Communities to promote road safety.
   (v) Inform the PMT of any project matters that are impacting, or anticipated to impact, negatively on project Stakeholders and the affected Communities.

Additional duties
   (i) Meet prior to the monthly site meeting, or as may be required, to discuss and resolve project matters, which are of interest or concern to project Stakeholders and the affected Communities, the Employer, the Engineer and/or the Contractor.
   (ii) Inform the Employer of any training that members of the PLC require to execute its duties.
   (i) The PLC shall have full powers to decide on any matter which they are empowered to decide on falling within the Project Area and outlined duties.
   (ii) The PLC may assign members to report back to specific sectors and/or constituencies within the PLC.
   (iii) The PLC may establish working groups and/or adhoc committees to fulfill its work subject to fulfill tasks as per contract. This must be recommended by the PLO and authorized by SANRAL.
6 DUTIES OF THE PLO

The PLO shall facilitate the employment of Targeted Labour and shall coordinate communication between the 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.

7 MEETINGS

7.1 Principles and procedure:

The PLC shall meet as often as required with the Employer and the Engineer, to discuss and resolve the project’s initiation and design stage matters, which are of interest or concern to project Stakeholders and the affected Communities, the Employer and the Engineer.

7.1.1 Agenda

(i) An agenda shall be made available or displayed to all participants at the commencement of such meetings or the minutes of the previous meeting will serve as the agenda of such meetings.
(ii) The agenda shall not be amended without prior approval from SANRAL.

7.1.2 Apologies

(i) Apologies shall be in writing except in emergency where the member apologizing cannot communicate the apology in writing.

7.1.3 Non Attendance

(i) The organization, represented by a member who fails to attend 3 consecutive meetings without an apology, will be informed in writing and asked to nominate a replacement member.

7.1.4 Language

(i) The meetings will be conducted in ENGLISH to enable all participants at the meeting to understand the discussions of the meeting.

7.2 The Chairperson shall:

(i) Chair all meetings of the PLC;
(ii) Co-ordinate all the activities of PLC;
(iii) Ensure that members are fulfilling their tasks as assigned by the PLC;
(iv) See to the execution of decisions taken by the PLC;
(v) Ensure the validity of members’ claim for allowance;
(vi) Ensure compliance of all activities of the PLC with current rules, law and general SANRAL policy; and
(vii) Be a co-signatory to all official documents of the PLC.

7.3 Notice of meetings

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

7.4 Quorum

(i) The quorum for PLC meetings shall be constituted by 50+1 ratio excluding co-opted members.

7.5 Venue

(i) The venue for PLC meetings shall be the project site office or any other venue agreed to by the members of the PLC and approved by SANRAL.

7.6 Frequency

(i) Meeting will be conducted monthly or as the need requires.
7.7 Confidentiality
(ii) PLC members shall regard all information in their possession as confidential and shall treat it in line with the relevant legislation.

7.8 Conflict
(i) Ensure that no conflict of interest arises from members’ involvement in the PLC and potential involvement in targeted labour recruitment and/or targeted enterprises procurement and/or any other supplier/subcontractor/service provider procurement or involvement in the contract.

8 TERM OF OFFICE

(i) The duration of the nominees participating in the PLC shall depend on the duration of the project but will be limited to 3 years.

9 APPLICATION AND AMENDMENTS

(i) This guideline shall be in force after its initial adoption and signing by SANRAL.
(ii) PLC members may peruse and make recommendations on the duties of, and procedures to be followed by, the PLC to fulfil its duties.

Note: The principles of the guidelines shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PLC.

This guideline is adopted and will be in force with effect from this............day of ..........20....

Signed for and on behalf of SANRAL

Project Manager

Print Name

Date

Signed for and on behalf of the PLC

Chairperson
Print Name

Witnessed by

PLO

Print Name

PLC members:

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<tr>
<th>Sector representative</th>
<th>Representative name</th>
<th>Signature</th>
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ANNEXURE 1

Nomination form

I ................................................................. Representing ......................................................... Hereby accept to be a member of the PLC for project ......................................................

I hereby accept to be bound by the precripts of the GUIDELINES FOR PUBLIC LIAISON COMMITTEE (PLC) & PUBLIC LIAISON OFFICERS and will act in good faith at all times.

Signed.................................

Date .................................