police,roads & transport
Department of
Police, Roads and Transport
FREE STATE PROVINCE

FREE STATE DEPARTMENT OF POLICE, ROADS AND TRANSPORT

TENDER NO: PRT/BID16/2021/22

CONTRACT NUMBER PRT/BID16/2021/22

UPGRADING OF A133 BETWEEN MELODING & VIRGINIA

CLOSING DATE: 03 DECEMBER 2021 AT 11H00

A CIDB GRADING MINIMUM: 6 CE

VOLUME 1

Prepared for:

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NAME OF BIDDER
BID AMOUNT

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

Volume 1: The **GCC2015** - General Conditions of Contract for construction works, 3rd Edition 2015, issued by the South African Institute of Civil Engineering (see Note 1 below).

Volume 2: The standard specifications on which this contract is based are the **"Standard Specifications for Road and Bridge Works for State Road Authorities – October 2020 Edition"** prepared and drafted by COTO which the contractor will purchase himself / herself (see Note 2 below).

Volume 3: The **SARTSM regulation** for Road Signs and Road Marking Manual.

Volume 4: 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.

This volume also includes the Environmental Management Plan, Health and Safety Compliance and details of the Materials Investigation (if applicable).

Notes to Tenderer:

Note 1: Volume 1 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za.

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

Note 3: Volume 4 is issued at tender stage by the Head: Department of Police, Roads and Transport and contains the following files:

At Contract stage Volume 4 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

Note 4: Information provided by a tenderer over and above the above elements of volume 4 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.

Note 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 and state “Alternative Form of Offer”;
- All returnable schedules applicable to alternative offer, as is appropriate;
- Alternative Pricing Schedule;
- Other relevant information.

UPGRADING OF ACCESS ROUTE A133 BETWEEN MELODING & VIRGINIA

CONTENTS

SECTION	DESCRIPTION	PAGE	COLOUR
	FOREWORD	(ii)	White
	THE TENDER		
PART T1	**TENDERING PROCEDURES**	**T1-2**	
T1.1	TENDER NOTICE AND INVITATION TO TENDER	T1-3	White
T1.2	STANDARD CONDITIONS OF TENDER	T1-4	Pink
T1.3	TENDER DATA	T1-14	Pink
PART T2	**RETURNABLE DOCUMENTS**	**T2-1**	
T2.1	LIST OF RETURNABLE DOCUMENTS	T2-2	Yellow
T2.2	RETURNABLE SCHEDULES	T2-3	Yellow
T2.2.1	RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES	T2-3	Yellow
T2.2.2	PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT	T2-33	Yellow
T2.2.3	PRO-FORMS TO BE SUBMITTED BY SUCCESSFUL TENDERER	T2-34	Yellow
	THE CONTRACT		
PART C1	**AGREEMENT AND CONTRACT DATA**	**C1-1**	
C1.1	FORM OF OFFER AND ACCEPTANCE	C1-3	Yellow
C1.2	CONTRACT DATA	C1-7	Yellow
PART C2	**PRICING DATA**	**C2-1**	
C2.1	PRICING INSTRUCTIONS	C2-2	Yellow
C2.2	BILL OF QUANTITIES	C2-5	Yellow
PART C3	**SCOPE OF WORK**	**C3-1**	
C3.1	STANDARD SPECIFICATIONS	C3-3	Blue
C3.2	PROJECT SPECIFICATIONS	C3-4	Blue
C3.3	PARTICULAR SPECIFICATIONS	C3-76	Blue

PART C4	**SITE INFORMATION**	**C4-1**	C4.1
	LOCALITY PLAN	C4-3	Green

FOREWORD

This document consists of two sections, namely the **TENDER** and the **CONTRACT.**

THE TENDER consists of two parts, namely :

- **T1 : Tendering Procedures** ..... Volume 1
- to be complied with by every Tenderer submitting a tender offer,

and

- **T2 : Documents to be returned by the Tenderer** ..... Volume 1
- including the returnable schedules and forms to be completed by each Tenderer, some of which will eventually be incorporated into the contract between the successful Tenderer and the Employer.

THE CONTRACT consists of four parts, namely :

- **C1 : Agreements and Contract Data** ..... Volume 1

- **C2 : Pricing Data** ..... Volume 1
-
- **C3 : Scope of Work** ..... Volume 1
  (Specifications and Project Specifications)

and

- **C4 : Site Information** ..... Volume 1

THE TENDER

PART T1 : TENDERING PROCEDURES

PART T1 : TENDERING PROCEDURES

CONTENTS

SECTION	DESCRIPTION	PAGE
T1.1	TENDER NOTICE AND INVITATION TO TENDER	T1-3
T1.2	STANDARD CONDITIONS OF TENDER	T1-4
T1.3	TENDER DATA	T1-14

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.1.1 The Department of Police, Roads and Transport, Free State Provincial Government, invites tenders for **UPGRADING OF ACCESS ROUTE A133 BETWEEN MELODING & VIRGINIA**

T1.1.2 Tenderers should have a **CIDB** Contractor grading designation of **6** or higher.

T1.1.3 Tenderers must be registered with the **CIDB** in a ***CE*** class of construction works.

T1.1.4 **Preferences**

The Tender will be subjected to **B-BBEE** preferential procurement policy framework as amended.

A minimum of 30% of the Contract Value **MUST** be sub-contracted to **local Contractors.**

Evaluation and Adjudication of bids: bid will be evaluated and adjudicated in terms of the Department of Police, Roads and Transport *Supply Chain Management Policy and Preferential Procurement Framework Act No. 5 of 2010. The 80/20 in preferential procurement points system as outlined in the bid document will apply. Preferential points will be given in terms of the Preferential Procurement Regulations, 2017.*

T1.1.5 **Tender Documents**

- The tender documents will be given to the respective contractor's on the day of tender briefing

Queries relating to the issues of these documents may be addressed to:

Mr V Ntaka
Tel no. 051 409 8687
Fax no.051 409 8683
E-mail: ntakav@freetrans.gov,za

T1.1.6 A compulsory clarification meeting with representatives of the Employer will take place at 01 Highlands Avenue, Virginia Traffic Department Offices, Lejweleputswa Region on 24 November 2021, at 10h00.

T1.1.7The closing time, date and venue for receipt of tenders will be 11h00 on 03 December 2021 at the Perm building, 45 Charlote Maxeke street, Bloemfontein, 9301 **NO LATE TENDERS WILL BE ACCEPTED.**

T1.1.8 Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

T1.2 STANDARD CONDITIONS OF TENDER

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement.

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 it 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.

Clause number	Wording

F.1 GENERAL

F.1.1 Actions

The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3 Interpretation

F.1.3.1 The Tender Data and additional requirements contained in the Tender Schedules, that are included in the returnable documents, are deemed to be part of these Conditions of Tender.

F.1.3.2 These Conditions of Tender, the Tender Data and Tender Schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply :

a) **comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and

c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and Employer's Agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's Agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language.

The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's Agent are stated in the Tender Data.

F.1.5 The Employer's right to accept or reject any tender offer

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.

F.1.5.2 The Employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

Submit a tender offer only if the Tenderer complies with the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Tender Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Tender Data.

F2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, unless stated otherwise in the Tender Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "Financial Proposal" and place the remaining returnable documents in an envelope marked "Technical Proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

F.2.13.8 Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

F.2.15 Closing date and time

F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing date and time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

F.2.15.2 Accept that, if the Employer extends the closing date stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing date stated in the Tender Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers.

This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). ***No change in the total of the prices or substance of the tender offer is sought, offered, or permitted.*** The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data.

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date of the Tender Notice until seven days before the tender closing date stated in the Tender Data.
If, as a result a Tenderer applies for an extension to the closing date stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing date or time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the Technical Proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose Technical Proposal is opened.

F.3.5.2 Evaluate the quality of the Technical Proposals offered by Tenderers, then advise Tenderers, who remain in contention for the award of the contract, of the time and place when the Financial Proposals will be opened. Open only the Financial Proposals of Tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the Technical Proposals and the total price and any preferences claimed. Return unopened Financial Proposals to Tenderers who's Technical Proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

a) meets the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) Change the Employer's or the Tenderer's risks and responsibilities under the contract, or

c) Affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.

F.3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.

c) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.

d) ***Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices***.

F.3.9.2 Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1 : Financial offer **(N/A)**	1)	Rank tender offers from the most favourable to the least favourable comparative offer.
	2)	Recommend highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2 : Financial offer and preferences	**1)**	**Score tender evaluation points for financial offer.**
	2)	**Confirm that Tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.**
	3)	**Calculate total tender evaluation points.**
	4)	**Rank tender offers from the highest number of tender evaluation points to the lowest.**
	5)	**Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.**
Method 3 : Financial offer and quality **(N/A)**	1)	Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data.
	2)	Score tender evaluation points for financial offer.
	3)	Calculate total tender evaluation points.
	4)	Rank tender offers from the highest number of tender evaluation points to the lowest.
	5)	Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4 : Financial offer, quality and preferences **(N/A)**	1)	Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data.
	2)	Score tender evaluation points for financial offer.
	3)	Confirm that Tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.
	4)	Calculate total tender evaluation points.
	5)	Rank tender offers from the highest number of tender evaluation points to the lowest.
	6)	Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Evaluation Criteria

The Bids will be evaluated on a three-stage, process as follows:

- ✓Stage 1: Pre-qualification criteria for preferential procurement
- ✓Stage 2: functionality - 40 points
- ✓Stage 3: 80/20 preferences point system (Price and B-BBEE Status)

F3.11.2.1 Stage 1: Pre-qualification criteria for preferential procurement

- ✓ BBBEE Contributor Level 1.
- ✓ 6CE or Higher
- ✓ Only EME and QSE – Bidders must attach financial statement signed by an accredited accountant or accounting firm

Bidders who fail to meet above pre-qualifying criteria will be disqualified

Criterion	Description of criteria	Scoring	Points	Total Points Allocation
Experience	Bidders must submit 5 reference/ Recommendation letters of a similar work undertaken over the past 3 years and Certified Completion Certificate. Reference/ Recommendation letters will only be considered valid if they meet the following criteria: ✓ If on an official client letterhead, ✓ If it refers to provision of similar goods or services provided. ✓ If not older than 3 years, ✓ If contains contact details, signed and dated by authorised personnel.	5 projects of similar type & above	**15**	**15**
		3 – 4 projects of similar type	**10**	
		1 – 2 projects of similar type	**5**	
		0 – Project of similar type	**0**	
Capacity	**Key staff:** Bidders must attach CV's and copies of qualifications of contracts manager and site agent for points to be allocated. Failure to attach will result in no points being allocated.	**Contracts Manager** Years of experience 3 or more years with qualification in Civil Engineering N. Dip, B. Tech, Degree. Bidders must attach CV and employment contracts	**5**	**10**
		Contracts Manager Years of experience 0 - 3 years with qualification in Civil Engineering N. Dip, B. Tech, Degree. Bidders must attach CV and employment contracts	**0**	
		Site Agent-Years of experience 3 or more years and qualification in Civil Engineering N. Dip. Bidders must attach CV and employment contracts	**5**	
		Site Agent-Years of experience 0-3 years and qualification in Civil Engineering N. Dip. Bidders must attach CV and employment contracts	**0**	
	Capacity to deliver (equipment): Ownership of a plant its critical and Bidders must attach proof (e-natis certificate of ownership) thereof / In case of rental a lease agreement must be attached along with e-natis certificate of ownership of the leaser.	Grader	**1**	**5**
		Water-cart	**1**	
		Three (3) Tipper trucks	**1**	
		Recycling Machine	**1**	
		Compacting Roller	**1**	
Participant or graduate of CDP	Must have participated in any Free State contractor development programme.	Valid Proof to be attached	**5**	**5**
		Non submission		
Locality: Locally based office within Mantsopa Local Municipality	Local Municipality based offices (Municipal rates and Taxes to be attached).		**5**	**5**
	Outside local Municipality but Free State Province based offices (Municipal rates and Taxes to be attached).		**2**	
	Outside Free State Province based offices		**0**	
Total				**40**

F3.11.2.2 Stage 2: Functionality

Functionality Assessment is based on the table below:

NB: A tender that fails to obtain the minimum qualifying score of 27 points for functionality as indicated in the *Table* above is not an acceptable tender, further all tenders that obtained the minimum qualifying score for functionality must be evaluated in terms of price and the preference point system.

F3.11.2.3 Stage 3: Price and B-BBEE Status

Assessment for stage 3 will be evaluated on 80/20 preferential point system:

Price	: 80
B-BBEE Status Leve	: 20

Price: 80: The lowest acceptable Bidder qualify for maximum points of 80 for price. These points will be for the Total Bid Offer. The points for price will be calculated according to clause 6, item 1 of the PPPFA 2017 as follows:

$$P = 80 \times \left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration.
Pt = Price of tender under consideration; and
Pmin = Price of lowest acceptable tender.

B-BBEE Status Level: 20: Points will be awarded to bidders for attaining the B –BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-complaint Contributor	0

- ✓ A tenderer must submit proof of its B-BBEE status level of contributor to qualify for BBBEE points, failing to submit proof of B-BBEE status level of contributor cannot be regarded as a disqualifying factor but is a non-compliant contributor to B-BBEE and, may only score points out of 80 for price; and scores 0 points out of 20 for B-BBEE.

- ✓ A tenderer may not be awarded points for B-BBEE status level of contributor 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 points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

- ✓ The points scored by a tenderer for B-BBEE in terms of this regulation must be added to the points scored for price, the points scored must be rounded off to the nearest two decimal places and the contract must be awarded to the tenderer scoring the highest points

- ✓ Bidder must BBBEE Verification Certificate obtained from an entity registered with SANAS or ABVA preferable Level One (1) Contributor and above/ Affidavit obtained from DTI.

F.3.11.3 **Mandatory Requirements**

The following are mandatory for the bid:

- ✓ Valid Original Tax Clearance Certificate or Tax Compliance Status Pin must be attached failure will lead to disqualification.
- ✓ Bidders must return all completed and duly signed standard bidding documents (SBD). Document must be completed with a black ink non-erasable pen and attached all returnable documents.
- ✓ Bidders must attach a **valid CIDB grading 6CE Certificate**

THE FOLLOWING CONDITIONS FORMS PART OF SPECIAL CONDITIONS OF BID / CONDITIONS OF ACCEPTANCE.

- ✓ Bidders must be registered on Central Suppliers Database (CSD)
- ✓ Bids must be valid for 180 days
- ✓ The service providers shall bear the cost associated with the preparation and submission of the proposals.
- ✓ The Department of Police, Roads and Transport selection of qualifying tenders will be as per Department's Supply Chain Management policy and will be final.
- ✓ The Department is not bound to accept any bid and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the bidders.
- ✓ Bidders who falsify any information will be disqualified-If it's discovered during the contract period, the Department reserves the right to terminate the contract immediately
- ✓ Proof of Municipal accounts rates Not older than 3 months, but also not in arrears for more than 3 months; or certified lease agreement or a rent invoice.
- ✓ A Tender will be awarded to a bidder who scores the highest points and in accordance with the bid requirements.

The following information must be attached to the bid document:

- ✓ Business profile.
- ✓ Certified copy of Companies and Intellectual Property Commission (CIPC).
- ✓ Certified copies of identity documents of all active members/shareholders of the company NOT older than 3 months, with clear dates of certification by SAPS.
- ✓ List of proposed team/s to work on the project and their responsibilities as outline on functionality under capacity.
- ✓ Certificate of Authority for Signature (Power of Attorney).
- ✓ In the case of a joint venture, bidders must submit a joint venture agreement duly signed by both parties entering in such agreement and BBBEE certificate issued in the name of the joint venture (CIDB calculator of JV).
- ✓ **No late/faxed/e-mailed/posted submissions will be accepted or considered.**

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data, require the Employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Providing the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted.

F.3.15 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of :

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents,

c) other revisions agreed between the Employer and the successful Tenderer, and

d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any).

Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contract

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

T1.3 TENDER DATA

T1.3.1 GENERAL

The Conditions of Tender in Section T1.2 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender. The Tender Data in this Section T.1.3 shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration. The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

T1.3.2 TENDER DATA APPLICABLE TO THIS TENDER

Clause number	Wording
F1.	**GENERAL**
F.1.2	**Tender documents**

The tender documents issued by the Employer comprise of :

a) VOLUME 1 : PROJECT DOCUMENT

This volume is the Project Document for the identified contract number C3/2014 and contains the following sections :

THE TENDER

PART T1 : TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER
T1.2 STANDARD CONDITIONS OF TENDER
T1.3 TENDER DATA

PART T2 : RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS
T2.2 RETURNABLE SCHEDULES

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE
C1.2 CONTRACT DATA

PART C2 : PRICING DATA

C2.1 PRICING INSTRUCTIONS
C2.2 BILL OF QUANTITIES

PART C3 : SCOPE OF WORK

C3.1 STANDARD SPECIFICATIONS
C3.2 PROJECT SPECIFICATIONS
C3.3 PARTICULAR SPECIFICATIONS

PART C4 : SITE INFORMATION

c) VOLUME 2 : BOOK OF DRAWINGS

There is no Volume 2 - Book of Drawings for PR&T/BID16/2021/22

The following documents also form part of the tender and contract, but must be purchased by each of the Tenderers themselves :

d) VOLUME 3 : ***General Conditions of Contract for construction works, 3rd edition 2015***, issued by the South African Institute of Civil Engineering.

e) VOLUME 4 : ***The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998***, issued by the Committee of Land Transport Officials.

f) ***The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations GNR.929 of 25 June 2014 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).*** This document is obtainable separately, and Tenderers shall obtain their own copies.

g) In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprises and labour.

(i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004, and amendments

(ii) SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

(iii) SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.

The Project Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

(iv) Asphalt Academy May 2009 publication “TG2 Second Edition, Technical guideline: Bitumen Stabilised Materials”.

F.1.4 Communication and Employer’s Agent

The Employer’s Agent is : Mr V Ntaka

Address	:	Medfontein Building 303, St. Andrew Street, BLOEMFONTEIN.
Tel no	:	051 409 8687
Fax no	:	051 409 8683
e-mail	:	ntakav@freetrans.gov.za

The Engineer per GCC 2015 is LB Phatoli

Address	:	Medfontein Building 303, St. Andrew Street, BLOEMFONTEIN.
Tel no	:	051 409 8687
Fax no	:	051 409 8683
e-mail	:	lebo@llbp.co.za

F2.1 Eligibility

F2.1.1 Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. NQF Level 5 will be a minimum requirement for supervisors.

F2.1.2 The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:

a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **6CE** class of construction work; and

b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

c) Tenderers need to ensure that they are registered in the grading in which they tender if their tender price differs from the grading as specified

F2.1.3 Joint Ventures are eligible to submit tenders provided that :

a) every member of the joint venture is registered with the CIDB ;
b) the lead partner has a contractor grading designation in the **6CE** class of construction work ; or

c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **6CE** class of construction work.

F2.7 Site visit and clarification meeting

The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

NOTE : NON-ATTENDANCE OF THIS MEETING WILL DISQUALIFY THE TENDER

(a) The Attendance List will be accepted as the official attendance of the clarification meeting. Signing the Attendance List of this meeting is the responsibility of the Tenderer attending the meeting and site inspection.

It is important for prospective Tenderers to note that the name of the company on the Attendance List will be accepted as the legitimate Tenderer, which was represented by the person who signed the Attendance List.

(b) Addenda of additional or changed contractual information will only be forwarded to Tenderers who attended the official site visit and clarification meeting.

F2.12. Alternative tender offers

Should a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed 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 out in a 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 tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for 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.

The modified Pricing Data must include an amount equal to 0% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F2.13 Submitting a tender offer

F2.13.5 Tender offers shall be submitted as an original only.

F2.13.7 **The Employer's address :**

The Head
Department of Police, Roads and Transport
P O Box 690
Room 308
Medfontein Building
St Andrew Street
BLOEMFONTEIN
9300

Location of tender box : As stated

Identification details : Contract no 073 509 6671

Description of project : **UPGRADING OF ACCESS ROUTE A133 BETWEEN MELODING & VIRGINIA**

F2.15 Closing time

The closing date for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F2.16 Tender offer validity

The tender offer validity period is **30 calendar** days from the closing date for submission of tenders.

F2.18 Provide other material

The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works with satisfactory evidence that such staff members satisfy the eligibility requirements.

F2.23 Certificates

The following certificates need to be included in the Tender :

a) A valid Tax Clearance Certificate for the Tenderer or for each of the JV partners if tendered in a Joint Venture, issued by the South African Revenue Services;

b) The Tenderer's CIDB Registration Certificate or the Joint Venture's members' CIDB Registration Certificates with an indication of the senior partner.

F3.4 Opening of tender submissions

Tender submissions will be opened at 45 Charlotte Maxeke Street, Room 219, Perm Building.

F3.5 Two-envelope system

The two-envelope system will not be followed for this contract.

F3.11 Evaluation of tender offers

F3.11.1 Due to the nature of the tendering process, with negotiated rates, the tenders will be evaluated and the rates balanced to suit the particular Contractor's circumstance.

F3.11.2 **Scoring quality**

No points will be allocated to scoring of quality.

F3.13 Acceptance of tender offer

F3.13.1 **Tender offers will only be accepted if :**

a) the tender offer is signed by a person authorized to sign on behalf of the Tenderer ;

b) the Tenderer submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services ;

c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2014 is included with his tender submission ;

d) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender ;

e) the Tenderer or a competent authorized representative of the contractor who submitted the tender has attended the compulsory clarification meeting or site inspection ;

f) the Tenderer included with its tender the contractor's CIDB Registration Certificate (or certified copy thereof) as proof that it is registered in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act ;

g) 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 ; and

h) the Tenderer has not :

i) abused the Employer's Supply Chain Management System ; or

ii) failed to perform on any previous contract and has been given a written notice to this effect

i) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

F3.18 Provide copies of the contract

The Employer will provide the successful Tenderer, now the Contractor, with one copy of the complete, signed contract document.

UPGRADING OF ACCESS ROUTE A133 BETWEEN MELODING & VIRGINIA

PART T2 : RETURNABLE DOCUMENTS

CONTENTS

SECTION	DESCRIPTION	PAGE
T2.1	LIST OF RETURNABLE DOCUMENTS	T2-2
T2.2	RETURNABLE SCHEDULES	T2-3
	T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES	T2-3
	T2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT	T2-25
	T2.2.3 FORMS TO BE SUBMITTED BY SUCCESSFUL TENDERER	T2-36

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

All the certificates and forms to be provided with the tender are listed in the Tender Data under F2.23: Certificates, and under the returnable schedules and forms in T2.2 hereafter.

The list of returnable documents comprises the following :

1. All the certificates listed in the Tender Data under F2.23 : Certificates ;
2. All the returnable schedules and forms listed in T2.2.1 : Returnable Schedules Required for Tender Evaluation Purposes ;
3. All the returnable documents listed in T2.2.2 : Preferential Procurement Schedules and Affidavits that will be incorporated into the Contract ;
4. All the agreements and forms listed in T2.2.3: Forms to be completed by the successful Tenderer ;
5. All the forms and agreements in the Contract Data in C1.2, where some of the forms (agreements) need to be completed only by successful Tenderer ;
6. Pricing Data in C2.2 : Bill of Quantities.

T2.2 RETURNABLE SCHEDULES

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

SECTION	DESCRIPTION	PAGE
SCHEDULE A	CERTIFICATE OF AUTHORITY	T2-5
SCHEDULE B	COMPULSORY ENTERPRISE QUESTIONNAIRE	T2-8
SCHEDULE C	PROPOSED SUBCONTRACTORS.....	T2-15
SCHEDULE D	TENDERER'S KEY PERSONNEL	T2-17
SCHEDULE E	PRELIMINARY PROGRAMME	T2-19
SCHEDULE F	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES.....	T2-21
SCHEDULE G	TENDERER'S HEALTH AND SAFETY PLAN AND DECLARATION	T2-23
SCHEDULE H	TAX CLEARANCE CERTIFICATE/S	T2-28
SCHEDULE I	PREFERENCIAL PROCUREMENT REGULATIONS 2017.....	T2-30
SCHEDULE J	DECLARATION OF INTEREST.....	T2-36
SCHEDULE K	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	T2-44
SCHEDULE L	CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	T2-46
SCHEDULE M	INVITATION TO BID.....	T2-50

T2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT T2-25

T2.2.3 FORMS TO BE SUBMITTED BY THE SUCCESSFUL TENDERER T2-36

NOTE : The Tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

The same applies to the Preferential Procurement Schedule in T2.2.2.

SCHEDULE A : CERTIFICATE OF AUTHORITY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(i) COMPANY	(ii) CLOSE CORPORATION	(iii) PARTNERSHIP	(iv) JOINT VENTURE	(v) SOLE PROPRIETOR

(i) CERTIFICATE FOR COMPANY

I, ..., Managing Director of the Board of Directors of ....., hereby confirm that by resolution of the Board (copy attached) taken on ..... 20....., Mr/Ms ....., acting in the capacity of ....., was authorized to sign all documents in connection with this tender and any contract resulting from it, on behalf of the company.

Managing Director : .....

(ii) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as .....
..... hereby authorise Mr/Ms ..... , acting in the capacity of ....., to sign all documents in connection with this tender ..... and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

(iii) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, ….....

…..... hereby authorize Mr/Ms …..... acting in the capacity of ..... , to sign all documents in connection with this tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(iv) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms ....., authorized signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with this tender offer and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(v) CERTIFICATE FOR SOLE PROPRIETOR

I, ..., hereby confirm that I am the sole owner of the
business trading as
.....

Signature of sole owner : .....

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer :

Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be attached here.

SCHEDULE B : ` <u>COMPULSORY ENTERPRISE QUESTIONNAIRE</u>

The following particulars must be furnished. In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1 : Name of enterprise :

Section 2 : VAT registration number :

Section 3 : CIDB registration number :

Section 4 : Particulars of sole proprietors and partners in partnerships :

Name*	Identity number*	Personal income tax number*

***** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5 : Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6 : Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation 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 provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Note : Insert separate page if necessary

Section 7 : Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been 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 provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Note : Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise :

i) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

ii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iii) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have 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;

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

SCHEDULE C : PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

a) Subcontractors : CIDB grading 5CE to 7CE

NAMES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	CIDB GRADING	AMOUNT

b) Subcontractors : CIDB grading 1CE to 4CE and unregistered ABE's if available

NAMES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	CIDB GRADING	AMOUNT

SIGNATURE : .....……...……...

ATTACH PRE-TENDER AGREEMENTS HERE

SCHEDULE D : <u>TENDERERS' KEY PERSONNEL</u>

NAME	POSITION	NQF QUALIFICATION

SIGNATURE : .....……...……...

ATTACH COPIES OF NQF CERTIFICATES FOR LABOUR INTENSIVE CONSTRUCTION OF RELEVANT SUPERVISORS

SCHEDULE E : PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	MONTHS													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE : .....……...……...

ATTACH PRELIMINARY PROGRAM HERE

SCHEDULE F : AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

The Tenderer should record any amendments and alternatives he may wish to make to the tender documents in this schedule. Alternatively a Tenderer may state such amendments and alternatives in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F3.3 if the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

These amendments and qualifications, if accepted by the Employer, will be incorporated in the Form of Offer and Acceptance, Schedule of Deviations.

(a) AMENDMENTS AND QUALIFICATIONS

PAGE	CLAUSE OR ITEM NO	PROPOSED AMENDMENT AND QUALIFICATIONS

[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

SIGNATURE : .....……...……...

ATTACH ALTERNATIVES HERE

SCHEDULE G : CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorized by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the Bill of Quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2014 before I will be allowed to proceed with any work under the contract.

SIGNATURE : .....

CONTRACTOR'S SAFETY PLAN

The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in Form K.

The Contractor's Health and Safety Plan shall cover at least the following aspects as applicable:

1. Safety of subcontractors (Refer Construction Regulations 2014 Clause 5: Principal Contractors and Contractors)

    - Methods to ensure the approval, implementation and maintenance of all health and safety aspects regarding his subcontractors.

2. Monitoring the health and safety on the construction site on a regular basis (Refer Clause 6: Supervision of Construction Work)

    - Details of the Construction Supervisor and his appointed assistants (if any);
    - Details of the Construction Safety Officer, full-time or part-time;
    - Details of the suitability and competency of the Construction Supervisor and Construction Safety Officer regarding health and safety aspects of the construction works.

3. Assessment of risks on the construction site (Refer Clause 7: Risk Assessment)

    - Details of a proper risk assessment on which his health and safety plan is based;
    - Ways in which all construction employees are informed, instructed and trained regarding the work procedures and the related hazards.

4. Risk items (Refer Clauses 8 to 28: Risk items to be addressed)

    - Details of the design, management, responsibilities, worker training, work methods, procedures, maintenance and any other requirements necessary for him and his subcontractor, if applicable, to work safely and in a healthy environment as stipulated in these clauses.

Contractor's OHS Management System checklist

1. OHS Policy and Management

		Yes		No
1.1	Is there a written company health and safety policy?			
1.2	Does the company have an OHS Management System?			
1.3	Is there a company OHS Management Manual or Plan?			
1.4	Are health and safety responsibilities clearly identified for all levels of staff?			

2. Safe Work Practices and Procedures

		Yes		No
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?			
2.2	Does the company have any permit to work systems?			
2.3	Is there a documented incident investigation procedure?			
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company?			
2.5	Are there procedures for storing and handling hazardous substances?			
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?			

3. OHS Training

		Yes		No
3.1	Is health and safety training conducted in the company?			
3.2	Is a record maintained of all training and induction programs undertaken for employees in the company?			

4. Health and Safety Workplace Inspection.

		Yes		No
4.1	Are regular health and safety inspections at worksites undertaken?			
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections?			
4.3	Is there a procedure by which employees can report hazards at workplaces?			

5. Health and Safety Consultation.

		Yes		No
5.1	Is there a workplace health and safety committee?			
5.2	Are employees involved in decision making over OHS matters?			
5.3	Are there employee elected health and safety representatives?			

6. OHS Performance Monitoring.

		Yes		No
6.1	Is there a system for recording and analyzing health and safety performance statistics?			
6.2	Are employees regularly provided with information on company health and safety performance?			
6.3	Has the company ever been convicted of an occupational health and safety offence?			

7. **Does your company's health and safety plan contain the following elements?**

		Yes		No
7.1	Description of the contract			
7.2	OHS Structure of work undertaken under this contract			
7.3	Induction and safety training			
7.4	Safe work practices and procedures for specific work undertaken			
7.5	Risk assessments for specific works undertaken			
7.6	Workplace inspection schedule for duration of contract			
7.7	OHS consultative processes to be followed			
7.8	Emergency procedure for this specific contract			
7.9	Incident recording and investigation on procedures			
7.10	Health and safety performance monitoring arrangements to be implemented during contract			

SCHEDULE H : TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet his requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

I. APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:……..

2. Trade name:……..

3. Identification number:…….

4. Company / Close Corporation registration number:……

5. Income tax reference number:……

6. VAT registration number (if applicable):…….

7. PAYE employer's registration number (if applicable):……..

Signature of contact person requiring Tax Clearance Certificate: ……

Name…….

Telephone number : Code:……. Number: ……

Address: ……

……

……

DATE: 20……/……./……

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE OR UNDER PAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT

SCHEDULE I : **SBD 6.1**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

a)

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

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

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

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

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

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

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be 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:

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

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

8.1 Name of company/firm:…….

8.2 VAT registration number:……..……

8.3 Company registration number:…….……

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……
……..

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. ……... 2. ……..	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

SCHEDULE J : DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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 invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, 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 bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), 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 bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder[2], member): .....

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

2.5 Tax Reference Number: .....
2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

[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]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....
Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars: .....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

…….

…….

…….

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

……..

……..

……...

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

……...

……..….

……

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars**.**

……

……

……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

……

……

……

3 Full details of directors / trustees / members / shareholders.

Full Name	**Identity Number**	**Personal Income Tax Reference Number**	**State Employee Number / Persal Number**

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

....
Signature Date

....
Position Name of bidder

SCHEDULE K : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It 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 bid of any bidder may be disregarded if that bidder, 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 the bid.

Item	Question	Yes	No
4.1	Is the bidder 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? *(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* audi alteram partem *rule was applied).* ***The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.***	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder 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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……..
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 Date

…… ……..
Position Name of Bidder

SCHEDULE L : CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids[1] invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, 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 bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

    a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

    b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of : _____
that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 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 bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

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 bid invitation relates.

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

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

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

……	……
Signature	Date
……..	……
Position	Name of Bidder

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT *(STREET ADDRESS)*

DEPARTMENT OF POLICE , ROADS AND TRANSPORT					
45 PERM BUILDING, CHARLOTTE MAXEKE STREET					
TENDER BOX GROUND FLOOR (SECURITY ENTRANCE)					
BLOEMFONTEIN					
9323					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

NAME THE APPLICABLE IN THE TICK BOX		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐ [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	……	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	DEPARTMENT OF POLICE , ROADS AND TRANSPORT	CONTACT PERSON	
CONTACT PERSON	Mr T. Makhetha	TELEPHONE NUMBER	051 409 88910
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	MakhethaT@freetrans.gov.za
E-MAIL ADDRESS			

SBD1

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. **1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE** **1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.** **1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.** 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES ☐ NO ☐

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?

YES ☐ NO ☐

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES ☐ NO ☐

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department	**Department of Police, Roads and Transport**
Contact Person:	Mr V Ntaka
Tel:	051 409 8687
Fax:	051 409 8683
E-mail address:	nakav@freetrans.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department:	**Deparment of Police, Roads and Transport**
Contact Person:	Mr LB Phatoli
Tel:	073 509 6671
Fax:	051 409 8683
E-mail address:	lebo@llbp.co.za

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Schedule 1

Item	Description	Unit	Quantity	Rate	Amount R
C1.2	GENERAL REQUIREMENTS AND PROVISIONS				
C1.2.4	Stakeholder liaison	month	6,00		
C1.2.5	Safety:				
C1.2.5.1	Health and safety plan	Lump sum	1,00		
C1.2.5.2	Implementation of health and safety plan	month	6,00		
C1.2.8	Dayworks:				
C1.2.8.1	Personnel:				
	(a) Unskilled labourer	h	50,00		
	(b) Semi-skilled labourer	h	50,00		
	(c) Skilled labourer	h	50,00		
	(d) Gang leader	h	50,00		
	(e) Foreman	h	50,00		
	(f) Skilled Artisan	h	50,00		
C1.2.8.2	Construction equipment (specify size and / or model number):				
	(a) Motor grader	h	50,00		
	(b) Vibratory roller	h	50,00		
	(c) Pneumatic roller	h	50,00		
	(d) Front end loader	h	50,00		
	(e) Tractor loader backhoe	h	50,00		
	(f) Excavator	h	50,00		
	(g) Compressor	h	50,00		
	(h) Other equipment (specify)	h	50,00		
C1.2.8.3	Vehicles (specify size):				
	(a) Light delivery vehicle	km	2 500,00		
	(b) Flatbed truck	km	2 500,00		
BC1.2.10	Protection, Removal, Realignment and Replacement of services				
	(a) Utility Services	Prov sum	1,00	400 000,00	400 000,00
	(b) Contractors Handling cost and profit in respect of sub-item BC1.2.10(a)	%	400 000,00		
BC1.2.11	(i) Laboratory Tests for Engineer's Quality assurance/ acceptence Control	Prov sum	1,00	2 000 000,00	2 000 000,00
	(ii) Contractor's handling cost and profit in respect of Sub-item BC1.2.11(i)	%	2 000 000,00		
BC 1.2.12	(i) Site Surveyor for Engineer's quality assurance/ acceptence control	Prov sum	1,00	600 000,00	600 000,00
Total Carried Forward					

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
	(ii) Contractor's handling cost and profit in respect of Sub-item BC1.2.12(i)	%	600 000,00		
BC 1.2.13	(i) Occupational Health and Safety Agent for Engineer's quality assurance/acceptence control	Prov sum	1,00	300 000,00	300 000,00
	(ii) Contractor's handling cost and profit in respect of sub-item BC1.2.13(i)	%	300 000,00		
BC1.2.14	(i) Enviromental Compliace agent for Engineer's quality assurance/ acceptence control	Prov sum	1,00	300 000,00	300 000,00
	(ii) Contractor's handling cost and profit in respect to sub-item BC1.2.14	%	300 000,00		
BC 1.2.15	(i) Portion of works identified to be completed by local subcontractors inline with section B of the BOQ	Prov sum	1,00	2 000 000,00	2 000 000,00
	(ii) Contractors handling cost and profit in respect to sub item BC1.2.15(i)	%	2 000 000,00		
Total Carried Forward To Summary					

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Schedule 1

C1.3 CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

Item	Description	Unit	Quantity	Rate	Amount R
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS				
C1.3.1	The Contractor's general obligations:				
C1.3.1.1	Fixed obligations	Lump sum	1,00		
C1.3.1.3	Time-related obligations	month	6,00		
C1.3.2	Contract sign boards	m²	12,00		
Total Carried Forward To Summary					-

C1.5 ACCOMMODATION OF TRAFFIC

Item	Description	Unit	Quantity	Rate	Amount R
C1.5	ACCOMMODATION OF TRAFFIC				
C1.5.2	Accommodation of vehicular traffic	month	6,00		
C1.5.4	Construction of temporary deviations				
C1.5.5	Maintenance of temporary deviations:				
C1.5.5.9	Grading of temporary deviations and existing roads used as detours	km	350,00		
C1.5.5.10	Watering of temporary deviations and existing roads used as detours	kℓ	1 000,00		
C1.5.5.11	Other road maintenance work ordered by the Engineer	prov sum	1,00		
C1.5.5.12	Handling cost, profit and all other charges in respect of item C1.5.6.11	%	-		
C1.5.6	Removal of temporary deviations	km	16,00		
C1.5.7	Temporary traffic control facilities:				
C1.5.7.1	Delineators including mounting bases and ballast:				
	(a) Single sided, reversible left or right (size indicated)	No	50,00		
	(b) Double sided, reversible left or right (size indicated)	No	600,00		
C1.5.7.3	Flagmen	man-shift	1 980,00		
C1.5.7.4	Traffic controllers	man-shift			
C1.5.7.5	Provision of illuminated traffic signs:				
	(a) Sign mounted flashing amber lights (2 lights with the specified power supply) mounted on a backing board which is:				
	(i) 900 mm wide x 150 mm high	No	10,00		
	(ii) 1 200 mm wide x 200 mm high	No	10,00		
	(b) Flashing LED illuminated arrow board	No	4,00		
	(c) Illuminated road sign – R & TR series (diameter indicated)	No			
	(d) Illuminated road sign – TW series (length of sides indicated)	No			
	(e) Mobile variable message sign	No			
	(f) Mobile variable message sign with a speed measuring and display capability	month			
C1.5.11	Provision of safety equipment for visitors				
C1.5.11.1	Provision of reflective safety vests for visitors	No			
C1.5.12	Additional traffic accommodation facilities ordered by the Engineer:				
C1.5.12.1	Provision of additional traffic accommodation facilities	prov sum	1,00	100 000,00	100 000,00
C1.5.12.2	Handling cost, profit and all other charges in respect of item C1.5.12.1	%			
Total Carried Forward To Summary					

Meloding Virgina

Schedule 1

C1.6 CLEARING AND GRUBBING

Item	Description	Unit	Quantity	Rate	Amount R
C1.6	CLEARING AND GRUBBING				
C1.6.1	Clearing:				
C1.6.1.1	Clearing with machines and some hand labour where necessary	ha	8,00		
C1.6.2	Grubbing:				
C1.6.2.1	Grubbing with machines and some hand labour where necessary	ha	8,00		
Total Carried Forward To Summary					-

Meloding Virgina

Schedule 1

Item	Description	Unit	Quantity	Rate	Amount R
C1.7	LOADING AND HAULING				
C1.7.2	Hauling:				
C1.7.2.1	Hauling material for use in the Works and off-loading it on the site of the Works:				
	(a) Soil, gravel, crushed stone and pavement layer material	m³-km	19 000,00		
Total Carried Forward To Summary					-

Meloding Virgina

Schedule 1

C4.1 BORROW MATERIALS

Item	Description	Unit	Quantity	Rate	Amount R
C4.4	COMMERCIAL MATERIALS				
C4.4.2	Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers:				
C4.4.2.1	Pavement layer material:				
	(b) Type G2 crushed stone base course material	m³	700		
	(c) – (e) Type G5a material	m³	700		
Total Carried Forward To Summary					-

Meloding Virgina

Schedule 1

Item	Description	Unit	Quantity	Rate	Amount R
C5.1	ROADBED				
C5.1.1	Roadbed construction and compaction:				
C5.1.1.5	Compaction of in-situ sand roadbed to 95 % of MDD	m³	700,00		
C5.1.2	Excavate material to spoil from roadbed construction:				
C5.1.2.1	Excavate material to spoil from roadbed construction, material obtained from:				
	(a) Soft excavation	m³	70,00		rate only
	(d) Hard excavation	m³	700,00		
C5.1.4	Removal of unsuitable material to spoil:				
C5.1.4.1	In layer thicknesses of 200 mm and less:				
	(a) Stable material	m³	700,00		
C5.1.5	In-situ treatment of roadbed in hard material:				
C5.1.5.2	In-situ treatment by drilling and blasting	m³	50,00		
C5.1.6	Roller-pass compaction:				
C5.1.6.3	Smooth drum vibratory rollers	m²	31 500,00		
C5.1.12	Excavation for benches:				
C5.1.12.1	Excavation for benches:				
	(a) Side-cut to fill in soft material	m³	280,00		
	(b) Side-cut to spoil in soft material	m³	28,00		
C5.1.13	Construction of a levelling layer:				
C5.1.13.1	Over roadbed treatment in hard material compacted to 90 % MDD	m³	100,00		
C5.1.13.2	Over a constructed pioneer layer compacted to 90 % MDD	m³	89,00		
Total Carried Forward To Summary					-

Meloding Virgina

Schedule 1

Item	Description	Unit	Quantity	Rate	Amount R
C5.3	ROAD PAVEMENT LAYERS				
C5.3.1	Compiling and implementing M&U plans for the construction of all the pavement layers	No	2,00		
C5.3.2	Construction of pavement layers:				
C5.3.2.1	Construction of layers using conventional construction methods:				
	(c) Upper selected subgrade layer (200mm thick) compacted to 95 % of MDD	m³	600,00		
	(l) Upper subbase gravel layer (chemically stabilised) (200mm thick) compacted to 95 % of MDD	m³	6 000,00		
	(z) G1 crushed stone base layer (150mm thick) compacted to 86 % of AD (Category C / D roads)	m³	600,00		
C5.3.6	Removal of oversize material	m³	90,00		
C5.3.9	Construction of a trial section:				
C5.3.9.1	Construction of a trial section using conventional methods of construction:				
	(a) Stabilised gravel layer (layer thickness indicated) trial section	m³	100,00		
	(c) Crushed stone base layer (layer thickness indicated) trial section	m³	100,00		
C5.3.11	Riding quality measurements:				
C5.3.11.1	Using a 3,0 m straight edge	km	6,00		
C5.3.11.3	Using an inertial profilometer	km	6,00		
C5.3.12	Surface regularity payment adjustments	prov sum	1,00		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C5.4	STABILISATION				
C5.4.1	Pre-treatment of gravel layers:				
C5.4.1.1	Pre-treatment of (150mm this G5) gravel layer	m³	600,00	45,00	27 000,00
C5.4.2	Chemical stabilisation:				
C5.4.2.1	Chemical stabilisation (200mm thick) of pavement layers (Gravel subbase)	m³	6 000,00	75,00	450 000,00
C5.4.5	Cementitious stabilisation agents for pavement layers:				
C5.4.5.2	Addition of cementitious stabilisation agents (specify agent separately) for pavement layers and spreading the agent using bags and labour enhancement methods:				
	(a) Cement (for subbase layer)	t	70,00	1 900,00	133 000,00
C5.4.10	Provision and application of water for curing	kℓ	100,00	300,00	30 000,00
C5.4.14	Trial section for a chemically stabilised layer	m³	100,00	75,00	7 500,00
Total Carried Forward To Summary					

Meloding Virgina

Schedule 1

C8.1 PRIME COAT

Item	Description	Unit	Quantity	Rate	Amount R
C8.1	PRIME COAT				
C8.1.1	Prime coat:				
C8.1.1.2	MC -30 cut-back bitumen	ℓ	4 000,00		
C8.1.1.3	Inverted bitumen emulsion	ℓ	4 000,00		
C8.1.2	Aggregate for blinding:				
C8.1.2.2	Crusher sand	m³	50,00		
C8.1.3	Extra over item C8.1.1 for applying the prime coat accessible only to hand-held or light equipment	ℓ	100,00		
Total Carried Forward To Summary					-

C9.1 ASPHALT LAYERS

Item	Description	Unit	Quantity	Rate	Amount R
C9.1	ASPHALT LAYERS				
C9.1.1	Asphalt mix designs:				
C9.1.1.1	Stone skeletal mixes:				
	(a) Continuously graded base or surfacing (state binder type and level of design)	Lump sum	1,00	150 000,00	150 000,00
C9.1.2	Construction of trial sections:				
C9.1.2.1	Asphalt layers (state mix type, layer thickness and placing technique (hand / paver))	m²	800,00		
C9.1.3	Application of bond coat:				
C9.1.3.1	Stable – grade 30 % net bitumen emulsion as specified. Applied with a calibrated distributer	ℓ	4 000,00		
C9.1.5	Asphalt surfacing:				
C9.1.5.1	New construction:				
	(a) Stone skeletal mix – continuously graded as defined (state layer thickness, binder type and design class / level)	m²	4 800,00		
C9.1.6	Extra over pay items C.9.1.4.1 and C.9.1.5.1 for placing small quantities of asphalt of less than 10 tons specially produced as specified in terms of Clause A9.1.7.1d)	t	100,00		
C9.1.13	Coring of asphalt layers:				
C9.1.13.1	100 mm diameter	No	10,00		
C9.1.14	Surface regularity testing as described in Clause A9.1.8.4:				
C9.1.14.1	Establishment of equipment: (specify type) Inertial laser Profilometer Other Profilometer type, e.g. ARRB Walking or Face Dipstick	No	4,00		
C9.1.14.2	Profiler Surveys utilising equipment as specified - Base layers and surfacing layers	km	6,00		
Total Carried Forward To Summary					

Meloding Virgina

Schedule 1

SECTION G1000

Item	Description	Unit	Quantity	Rate	Amount R
G1000	GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT				
G10.01	Project Liaison Committee costs	Prov sum	1,00	50 000,00	50 000,00
	(a) Handling cost and profit in respect of Item G10.01 above	%	50 000,00		
G10.02	Community Liaison Officer salary	Prov sum	1,00	40 000,00	40 000,00
	(a) Handling cost and profit in respect of Item G10.02 above	%	40 000,00		
G10.03	Training:				
	(a) General training of potential ABE™s	Prov sum	1,00	50 000,00	50 000,00
	(b) Training of the temporary workforce:				
	(i) Technical training	Prov sum	1,00	80 000,00	80 000,00
	(ii) HIV/ AIDS training	Prov sum	1,00	30 000,00	30 000,00
	(iii) OHS Training	Prov sum	1,00	30 000,00	30 000,00
	(c) Handling cost and profit in respect of Items G10.03 (a) (b) (i) (ii) (iii)	%	190 000,00		
G10.05	Provision and maintenance of the SMMEE support office	month	6,00	50 000,00	300 000,00
G10.06	Penalties				
	(Refer to Part C3.7 : Guidelines for subcontracting and labour enhancement for the calculation of penalties)				
	(a) Contract participation goals for subcontracting to Affirmable Business Enterprise (ABE) / Targeted Enterprise (CIDB 1CE PE - CIDB 5CE PE) 15%	%	-	0.0	
	(b) Targeted Labour (8%)	%	-	0.0	
Total Carried Forward To Summary					

Meloding Virgina

Schedule 1

SUMMARY OF SECTIONS

Section	Description	Amount R
1	C1.2 GENERAL REQUIREMENTS AND PROVISIONS	
1	C1.3 CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	
1	C1.5 ACCOMMODATION OF TRAFFIC	
1	C1.6 CLEARING AND GRUBBING	
1	C1.7 LOADING AND HAULING	
1	C4.1 BORROW MATERIALS	
1	C5.1 ROADBED	
1	C5.3 ROAD PAVEMENT LAYERS	
1	C5.4 STABILISATION	
1	C8.1 PRIME COAT	
1	C9.1 ASPHALT LAYERS	
G1000	GUIDELINES FOR SUBCONTRACTING AND LABOUR	
	SUBTOTAL	
	10% Contingencies	
	Subtotal	
	5% CPA	
	Subtotal	
	Add 15% VAT	
Total Carried Forward To Summary Of Schedules		

UPGRADING OF ACCESS ROUTE A133 BETWEEN MELODING & VIRGINIA

PART C2 : PRICING DATA

CONTENTS

SECTION	DESCRIPTION	PAGE NO.
C2.1	PRICING INSTRUCTIONS	C2-2
C2.2	BILL OF QUANTITIES	C2-5

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 Edition).

2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows :

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kℓ	=	kilolitre
km	=	kilometer
km-pass	=	kilometer-pass
kPa	=	kilopascal
kW	=	kilowatt
ℓ	=	litre
m	=	meter
mm	=	millimeter
m²	=	square meter
m²-pass	=	square meter-pass
m³	=	cubic meter
m³-km	=	cubic meter-kilometer
MN	=	mega Newton
MN-m	=	mega Newton-meter
MPa	=	mega Pascal
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

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them :

Unit	:	The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
Quantity	:	The number of units of work for each item.
Rate	:	The agreed payment per unit of measurement.
Amount	:	The product of the quantity and the agreed rate for an item.
Lump sum	:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

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

5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards

that were published 28 days before the closing date for tenders (refer to www.stanza.org.za or www.iso.org for information on standards).

6. The prices and rates in the Bill of Quantities 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 Works 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.

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 amounts tendered under such items.

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

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

10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

11. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 Edition) and additional Project Specifications as per the Scope of Work.

12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

13 Payment for items, which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works), will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

C2.2 BILL OF QUANTITIES

PART C3 : SPECIFICATION FOR WORK

CONTENTS

SECTION **DESCRIPTION**

SECTION C3.1 STANDARD SPECIFICATIONS

SECTION C3.2 PROJECT SPECIFICATIONS

TABLE OF CONTENTS **PAGE**

PART A : GENERAL

PS1 EMPLOYER'S OBJECTIVES

PS2 LOCATION OF THE WORKS

PS3 EXTENT OF THE WORKS

PS4 NATURE OF GROUND AND SUBSOIL CONDITIONS

PS5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS6 SITE FACILITIES

PS7 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS8 OCCUPATIONAL HEALTH AND SAFETY

PART B: AMENDMENTS TO STANDARD SPECIFICATIONS

B1.2 GENERAL REQUIREMENTS AND PROVISION

B1.3 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONSUTHORITY FOR SIGNATORY

B1.5 ACCOMMODATION OF TRAFFIC 5

B4.1 BORROW MATERIALS

B4.4 COMMERCIAL MATERIALS

B5.3 ROAD PAVEMENT LAYERS

B5.4 STABILISATION

B8.1 PRIME COAT

B8.2 COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS

B9.1 ASPHALT LAYERS

PART C3 SCOPE OF WORKS

SECTION C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **"Standard Specifications for Road and Bridge Works for State Road Authorities – October 2020 Edition"** prepared and drafted by COTO.

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria

SANS 1914-1 to 6 (2002): Targeted Construction Procurement

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1 : General Engineering and Construction Works and where accommodation of traffic is involved.

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and Part 2 : Accommodation of Traffic on Public Roads Occupied by the Contractor.

All references to SABS Standards which are replaced with corresponding SANS Specifications, have to be read in their new format.

SECTION C3.2 : PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplements the Standard Specifications.

PART A contains a general description of the works, the site and the requirements to be met.

PART B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

PART C contains specifications to be followed for 30% subcontracting and local SMME's participation.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

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PART A : GENERAL

PS1 EMPLOYER'S OBJECTIVES

The Employer's general objective is to repair Acess Road a133 to a safe standard for public use.

The project offers employment opportunities and upliftment of the local community.

This project has the following particular objectives :

- To improve road safety
- Create as many job opportunities for local people as economically feasible
- Create employment opportunities for local small contractors
- To provide training for local labour in social as well as in labour intensive construction skills.

PS2 LOCATION OF THE WORKS

Refer to the locality plan included in Part C4 of this document.

Provincial Road A133 and Virginia way connect the town Virginia and the township of Meloding in the Free State

PS3 EXTENT OF THE WORKS

This section of the Project Document is a basic outline of the works, and does not limit the work to be carried out under this contract.

The works required under this contract consist of the following activities :

- **Establishment on site**
- **Accommodation of traffic**

  The road will be constructed in full widths and half-widths were necessary. The traffic will be accommodated on the section under construction by deviations, bypasses and the manual stop/go method during the day and by robot control at night.

- **Construction of pavement layers**

  The full length of the existing road is in poor to very poor condition and must be recycled. The existing vertical and horizontal alignment will be maintained along the total route and must be reinstated where road sections are to be reconstructed. A section of 3km will be maintained within special maintained parameters and the remainder of the billed quantities will be utilized localized sections in similar fashion as the 3km section.

  Any other localised areas of the rest of the road will be repaired by constructing base patches with an asphalt inlay or by textured slurry applied by hand. Construction of the pavement layer will entail the modification and recycling of the existing base and the addition of a new base layer.

The existing base will be modified by adding a variation between 50mm to 100mm thick overlay of G2 gravel, this additional material and 150mm of the existing material will be recycled and mixed together to form a new 200mm to 250mm thick subbase layer depending on conditions of existing base.

- **Construction of new G1 crusher run base**

  A new 150mm thick base will be constructed using G1 material modified with 1% lime.

- **Resurfacing**

  The road will be resurfaced utilizing a Hot continuous graded Asphalt

The following work will also be completed, however the Bidder is to note that the extent thereof has been incorporated into a single provisional sum item under Section 1200 of the Bill of Quantities.

It is the Employer's intension to utilise this item to create and maximise work opportunities for emerging subcontractors and labour.

- **Clearing and grubbing the road reserve**
- **Clearing out of existing hydraulic structures**
- **Repair or construction of concrete-lined stormwater channels**
- **Installation of kerbing and channelling**
- **Minor road structure/surface repairs**
- **Construction of erosion protection (gabions/stone pitching)**
- **Erection/repair of guardrails**
- **Erection/repair of fencing**
- **Erection/repair of road signs**
- **Road markings**
- **Finishing off road reserve**

  Where required, material from local Departmental borrow pits will be required to reconstruct road layers and eroded shoulders. In addition, all excess material from finishing operations shall be disposed of at approved spoil sites. Special attention must be given to the finishing off of existing borrow pits used for construction.

PS4 NATURE OF GROUND AND SUBSOIL CONDITIONS

Ground and subsoil conditions will be evaluated during the construction phase.

PS5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS5.1 Quality Assurance (QA)

The Contractor will be solely responsible for the production of work that complies with the Specifications. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems, which could cause a delay or failure.

PS5.2 Management and disposal of water and surplus material

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained.

Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

The Contractor shall dispose of all excess or unsuitable material at approved spoil sites.

The Contractor shall be responsible for all arrangements necessary to obtain such spoil sites.

PS5.3 Management of the environment

The Contractor shall pay special attention to the following :

(a) Natural vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

PS6 SITE FACILITIES

PS6.1 Contractor's camp site office and depot

The Contractor is responsible for providing a suitable site for the contract site office and to provide accommodation for his personnel and labourers.

Prior to establishment, the Contractor must obtain the approval of and permission from the local Mafube Local Municipality regarding the site office.

PS6.2 Accommodation of employees

No employees, except for security guards, will be allowed to sleep or be accommodated on the site.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Only chemical toilets will be allowed where temporary facilities have to be provided.

PS6.3 Power supply, water and other services

The Contractor shall make his own arrangements concerning the provision of electrical power, water and all other services at the site office. No direct payment will be made for the provision of electricity, water and other services.

The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's Preliminary and General items as the case may be.

PS6.4 Security

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

PS7 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS7.1 General

The Contractor will be responsible for the safe and easy passage of public traffic next to or adjacent to the construction site.

PS7.2 Basic requirements

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.

The Contractor shall ensure that all road signs, barricades, traffic lights, delineators, flagmen and speed control measures are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs, traffic lights or flashing lights, etc. in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc. have been reinstituted to specification.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

PS7.3 Traffic Safety Officer

The Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in Section 1500 and shall also be in compliance with the Occupational Health and Safety Act 1993 and the Construction Regulations 2003.

PS8 OCCUPATIONAL HEALTH AND SAFETY

PS8.1 General Statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety.

To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

PS8.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Particular Specifications. (Included in Section C3.3)

(b) Bidder’s Health and Safety Plan

The Contractor shall submit within 14 days after the commencement date his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;

ii) pro-active identification of potential hazards and unsafe working conditions;

iii) provision of a safe working environment and equipment;

iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5)*;

v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;

vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and

vii) detail of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Note : Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs.

PS8.3 Cost of compliance with the OHS Act and Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

PART B : AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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 alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

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 clause or payment item, which does not form part of a clause or a payment item in the Standard Specifications and which is included here, is also prefixed by B, but followed by a new number which follows on the last clause or item number used in the relevant section of the Standard Specifications.

PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

C3.2 Specification for the Work

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 clause or a new payment item which does not form part of a 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.

   All materials shall comply with the specifications as set out in the COTO Standard Specifications for Road and Bridge Works for State Road Authorities October 2020.

SECTION 1.2 : GENERAL REQUIREMENTS AND PROVISIONS

BA1.2.3 GENERAL

Replace Clause A1.2.3 with the following :

"The General Conditions of Contract for Construction Works, 2nd Edition 2018, published by the South African Institute of Civil Engineering, together with the Special Conditions of Contract, forming part of the contract, will be applied".

All references in the COTO Standard Specifications have been amended accordingly to reflect the appropriate General Conditions of Contract relevant for the Contract. Each COTO clause reference is tabulated in Table 1.2/1 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works applicable for this contract. All references to the “schedule of quantities” in the Standard Specifications shall be amended to the “Bill of Quantities”.

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 SAICE General Conditions of Contract for Construction Works, as amended by the Special Conditions of Contract in Part C1.2: Contract Data of this Volume, shall apply and the Contractor shall be responsible for the interpretation of the equivalent clause.

TABLE 1.2/1

REFERENCES IN COTO STANDARD SPECIFICATIONS TO THE RELEVANT SAICE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 2018

COLTO General Conditions of Contract 2004 (GCC)		SAICE General Conditions of Contract for Construction Works 2nd Edition 2015	
Clause no.	**Description or Reference**	**Clause no.**	**Description or Reference**
A1.2.3.4	Extension of time for delays caused by rainfall	5.12	Extension of time for Practical Completion
A1.2.3.5	Hading-over of the site of the works	5.4	Access to site
A1.2.3.7	Legal and Contractual requirements and responsibility to the public and Employer	4.3	Legal Provisions
A1.2.3.10	Notices, signs and advertisements	4.5	Notices and Fees
A1.2.3.11	Ordering of daywork	6.5	Dayworks
A1.2.3.14	Remedial Work	7.9	Urgent remedial work
A1.2.3.19	Temporary drainage and dewatering	8.1& 8.2	Protection of works & Care of the works
A1.2.7.1	Programme of work	5.6	Programme

B1.2.7.1 PROGRAMME OF WORK

Add the following after the title :

"The Contractor shall include with his tender a preliminary programme. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to adverse weather conditions and special non-working days as specified in the Project Specifications and in the Contract Data.

It is essential that the construction programme, which shall conform in all respects to Clause 5(6) of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme."

(a) General

Insert the following at the beginning of the clause:

"The Contractor shall submit his programme at the closing of the tender together with his billed tender document. The programme shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Engineer, and shall clearly show:

i) The proposed rate of progress in order to complete the works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the works. Sufficient detail shall be provided to enable the Engineer to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the programme.

ii) The sequence of activities and any dependencies (time or resource related) between them.

iii) The critical path activities.

iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.

v) Other information specifically required by the Engineer.

When compiling his programme, the Contractor shall, inter alia, take into consideration and make allowance for :

i) Unexpected weather conditions and their effects.

ii) Known physical conditions or artificial obstructions.

iii) The accommodation and safeguarding of public traffic.

iv) Restrictions of the total length of deviation open to traffic at any one time.

Simultaneous work on adjacent sections shall not be allowed.

v) All special non-working days as defined in Part C1.2: Contract Data.

vi) All training, especially safety training, to be completed before an activity is commenced.

The following details shall be submitted together with the programme:

i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.

ii) The overall labour and major plant resource levels on which the programme is based.

iii) The detailed traffic accommodation proposals on which the programme is based (road or lane closures, lengths of sections to be worked, timing etc).

iv) A budget forecast of the value of completed work, excluding CPA and contingencies but including VAT, month by month, for the full contract period.

These additional items shall also be revised when any revision is made to the programme. Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

Minor revisions to the approved programme may be introduced from time to time by mutual agreement between the Contractor and the Engineer. Should the Engineer believe that a major revision of the programme is required, the Contractor will be notified in writing and an updated programme shall be submitted within two weeks of receipt of such notification.

It should be noted that it is in the Contractor's interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resource or other limitations affecting the programme, since the approved programme may be used to evaluate any claims in terms of the General Conditions of Contract for extension of time.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting, copies of the following:

i) The contract programme with progress charts and programme graphs updated to reflect the actual progress to date.

ii) A summary of progress on site over the month preceding the site meeting. The report shall be in the form of a detailed narrative to the contract programme.

iii) Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.

iv) A report on all labour, plant and materials on site.

v) All other appendices to the monthly site meeting minutes as required by the Employer."

BA 1.2.7.2 THE SETTING OUT OF WORK AND PROTECTION OF BEACONS (where required)

Add the following before the last paragraph :

"The sections to be rehabilitated or constructed have not been set out.

Benchmarks required for construction control shall be established by the Contractor. The Contractor shall survey the existing benchmarks and submit the results for checking and approval by the Engineer within 14 days after the Commencement date.

Where instructed by the Engineer, the Contractor shall stake the road at 20m point intervals along the road before the start of any construction activities. Cross sections shall be taken to the width of the road reserve, indicated by the existing fence line or as prescribed by the Engineer either side of the road centre line at the 20m point intervals. The cross sections have to be submitted to the Engineer for checking and approval in the format required by the Engineer (including electronic format).

The Contractor shall submit written notice to the Engineer in the form of "job requests" of at least three working days before the intention of setting out or commencing any portion of the Works especially if the Works are to be checked. Such notice shall include the time, location and type of Work to be set out or checked. The Contractor shall complete setting out or surveying any part of the works ahead of his submitted construction programme to allow the Engineer adequate time to check the setting out or the survey and to give his approval to proceed or give instructions for alterations, additions and omissions."

Add the following before the first sentence of the last paragraph:

"No separate payment will be made for any setting-out, staking, taking cross sections, checking benchmarks, referencing existing road markings or any work described in this clause."

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."

B1.2.8 WORKMANSHIP AND QUALITY CONTROL

Add the following after the title:

"The Contractor shall implement a quality assurance system in accordance with ISO 9001 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. No construction activities shall take place on site before the Engineer approves the quality plan".

a) Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Add the following:

"The Contractor shall submit the quality assurance system he proposes using to the Engineer, for his approval, within two weeks of the site handover. 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 record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted.

b) Acceptance control

add the following:

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control.

However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a Provisional Sum provided under Section 20 in the Bill of Quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

An acceptance control system will be set up by the Engineer (Employer), which will include scheduled checks of the contractor's quality control system by means of various schedules to be submitted in a weekly and/or in a monthly basis.

The schedules will include but not limited to the following:

- Quality acceptance control testing
- Electronic Daily Diaries which include photographic evidence of work done submitted on a daily basis.
- Hard copy daily diaries prepared for signing on a weekly or bi-weekly basis.
- Inspection requests submitted electronically and backed up with hard copies for signing on site. (Requests to be submitted 24hr in advance)
- Monthly labour and Progress reports."

Add the following :

"The Contractor's place of testing and laboratories shall be subject to inspection and approval by the Engineer.

No routine levelling or material testing will be executed by the Engineer on behalf of the Contractor. The Engineer will only check the levels and laboratory test results of the Contractor after the information has been submitted to him in writing. The Engineer may however perform acceptance control testing.

No work executed will be measured for payment unless the results submitted have been checked and approved."

B1.2.8.2 ACCEPTANCE QUALITY CONTROL

Remove the second, third and fourth sentences and replace with the following:

The engineer may carry out testing at the cost of the Employer in either the Engineer's laboratory or one approved by him.

An acceptance control system will be set up by the Engineer (Employer), which will include scheduled checks of the contractor's quality control system by means of various schedules to be submitted in a weekly and/or in a monthly basis.

The schedules will include but not limited to the following:

- Quality acceptance control testing
- Electronic Daily Diaries which include photographic evidence of work done submitted on a daily basis.
- Hard copy daily diaries prepared for signing on a weekly or bi-weekly basis.
- Inspection requests submitted electronically and backed up with hard copies for signing on site. (Requests to be submitted 24hr in advance)
- Monthly labour and Progress reports.

BA1.2.8.3 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

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 practical completion certificates for portions of the works. The use of any completed roadway or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the Employer.

In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the Employer, the works shall be considered for practical completion only if the following criteria also have been met:

i) The estimated cost to complete the 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 list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the Contractor.

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

iv) All road work and storm water drainages have been completed in accordance with the project specification.

The contents of this General Conditions of Contracts, together with the above amendment, shall be applied equally to the issue of a Certificate of Practical Completion.

BA.1.2.8.4 INFORMATION FURNISHED BY THE EMPLOYER

Add the following new clause:

"Quantities regarding the distribution and extent of repair work items were compiled and calculated to the best of the Engineer's knowledge and available information at the time of the design and could be subject to significant variations at the construction stage. Such variations shall, however, not form grounds for a claim by the Contractor in terms of the General Conditions of Contract."

BA 1.2.3.4 EXTENSION OF TIME FOR DELAYS CAUSED BY RAINFALL

Change the existing heading of clause BA 1.2.3.4 to read as above and wherever the expression "rainfall" is encountered replace it with "inclement weather"

Delete the entire clause and replace with the following:

"For the purposes of calculating an extension of time due to climatic conditions in terms of clause 5(12)(2) of the General Conditions of Contract, the number of days more than the number of working days anticipated to be lost due to climatic conditions shown in Table B1215/1 shall be taken into account:

TABLE B1215/1

ANTICIPATED DAYS LOST DUE TO INCLEMENT WEATHER CONDITIONS

EXPECTED NUMBER OF WORKING DAYS LOST			
January	3	July	3
February	3	August	3
March	3	September	3
April	3	October	3
May	3	November	3
June	3	December	3

The following climatic conditions can be classified as inclement weather conditions:

- Cold weather conditions,
- Windy conditions,
- Misty conditions,
- Excessive dust storms, and
- Rainy conditions (more than 10 mm rain per day).

The Engineer will certify a day lost due to the above climatic conditions or inclement weather conditions only if:

(a) no work on the critical path (delay in critical path) according to the latest approved programme for completion of the works could be carried out during that specific working day or if

(b) only 30% or less of the work force and plant planned for that specific day, could work.

The extension of time as a result of inclement weather and/or abnormal climatic conditions will be calculated monthly as being equal to the absolute value of the number of days certified by the Engineer as lost due to climatic conditions, less the number of days in Table B1215/1. The total extension of time for the contract will be the sum of the monthly extensions.

Extension of time for portions of a month shall be calculated *pro-rata*.

If approved extensions of time extend the completion date beyond the start of the Contractor's holiday in December, the holiday period shall not be considered

as working days, as defined in the Contract Data. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the contractor has shown in his programme that he intends to close during the traditional Christmas / New Year break."

BA1.2.3.5 HANDING-OVER OF THE SITE OF THE WORKS

Add the following :

"Upon the handing-over of the site the Contractor shall immediately assume responsibility for the road reserve within the limits of this contract as set out in the specifications.

Prior to the commencement of work the Contractor and the Engineer shall together carry out a joint inspection of the road section. During such an inspection, notes shall be made of all damaged fences, guardrails, signs and any other notable problems or features that exist at the time of hand-over. The following matters should be agreed at the time of handing-over:

i) The limits, lengths, widths and areas of construction.

ii) The location of kilometer markers and reference beacons

iii) The location of stockpile areas and the responsibilities of the Contractor with regard to the road reserve area and the stockpile sites (fencing, re-establishment, height of stockpile, etc.).

iv) The method of accommodation of public traffic with regard to safety, sight distances, interference with existing road signs and road markings both within the work area and providing advance warning before the work area.

v) The method of construction and supervisory control measures."

BA1.2.3.6 LEGAL PROVISIONS

Add the following new paragraph :

"The Contractor shall take note of the new Construction Regulations 2003 recently promulgated under the Occupational Health and Safety Act (Act 85 of 1993) and it's Regulations, in particular the Construction Regulations 2017 No.

R. 1010 promulgated 18 July 2003 as well as the COVID 19 Occupational Health and Safety Measures in Workplaces COVID 19 (C19 OHS), 2020, issued by the department of Employment and Labour. The Contractor shall in terms of sub clause 5(1) of these regulations provide a comprehensive health and safety plan detailing the hazards identified on this project and the procedures required to mitigate, reduce and/or control the said hazards.

The scope of the work to be carried out under this contract is indicated, but not limited to, this section and in other sections of this document and on the drawings and shall include the health and safety specification as well as COVID 19 OHS Specifications.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations."

BA 1.2.3.10 NOTICES, SIGNS AND ADVERTISEMENTS

Delete the last sentence and replace with the following:

“All signboards erected in accordance with the drawings or as approved advertisements for the Contractor’s establishment, shall be removed at the same time as the de-establishment of the Contractor’s camp. Payment under sub-item 13.01 for the final installment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed.”

C1.2 GENERAL REQUIREMENTS AND PROVISIONS
PART C: MEASRUREMENT AND PAYMENT

Add the following new payment items :

ITEM		UNIT
BC1.2.10	**Protection, removal, realignment and replacement of services**	
	a)	Utility Services
	b) respect of sub-item B12.01(a)(i)(ii)(iii)	Contractor's handling cost and profit in Percentage (%)

The prime cost item shall be paid in accordance with the provisions of the General Conditions of Contract.

The tendered percentage is a percentage of the amount actually spent under the prime-cost item, which shall include full compensation for the profit in connection with providing the specified service."

ITEM		UNIT
BC1.2.11	**(i)**	Laboratory tests for Engineer's quality assurance acceptance control ……...**Provisional (Prov. Sum)**
BC1.2.11	**(ii)**	Contractor's handling cost and profit in respect of sub-item BC1.2.11(i) ……..**Percentage (%)**

Section 1.01 .....Quality assurance control testing will be carried out by an external laboratory as nominated by the Engineer.

Section 1.02 .....Any payment claimed under this provisional sum item shall be certified on the engineer's receipt of the Contractor's submitted tax invoice(s) as received from the Engineer's selected external laboratory. No payment will be considered without an attached associated tax invoice.

Section 1.03 .....The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item B1.2.11(i)."

ITEM	UNIT

BC1.2.12 (i) **Site Surveyor** for Engineer's quality Assurance/ acceptance control ……...**Provisional (Prov. Sum)**

BC1.2.12 (ii) Contractor's handling cost and profit in respect of sub-item BC1.2.12(i) ……**Percentage (%)**

Section 1.04 .....Quality assurance control survey will be carried out by an external surveyor as nominated by the Engineer.

Section 1.05 .....Any payment claimed under this provisional sum item shall be certified on the engineer's receipt of the Contractor's submitted tax invoice(s) as received from the Engineer's selected external surveyor. No payment will be considered without an attached associated tax invoice.

Section 1.06 .....The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item B1.2.12(i)."

ITEM **UNIT**

BC1.2.13 (i) **Occupational Health and Safety Agent** for Engineer's quality Assurance/ acceptance control ……...**Provisional (Prov. Sum)**

BC1.2.13 (ii) Contractor's handling cost and profit in respect of sub-item BC1.2.13(i) ……**Percentage (%)**

Section 1.07 .....Quality assurance control testing will be carried out by an external occupational health and safety agent as nominated by the Engineer.

Section 1.08 .....Any payment claimed under this provisional sum item shall be certified on the engineer's receipt of the Contractor's submitted tax invoice(s) as received from the Engineer's selected external occupational health and safety agent. No payment will be considered without an attached associated tax invoice.

The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item B1.2.13(i)."

ITEM **UNIT**

BC1.2.14 (i) **environmental compliance agent** for Engineer's quality

Assurance/ acceptance control ……...**Provisional (Prov. Sum)**

BC1.2.14 **(ii)** Contractor's handling cost and profit in respect of sub-item BC1.2.14(i) ……**Percentage (%)**

Section 1.09 .....Quality assurance control testing will be carried out by an external environmental compliance agent as nominated by the Engineer.

Section 1.10 .....Any payment claimed under this provisional sum item shall be certified on the engineer's receipt of the Contractor's submitted tax invoice(s) as received from the Engineer's selected external environmental compliance agent. No payment will be considered without an attached associated tax invoice.

The tendered percentage is a percentage of the amount actually spent under the provisional sum item, for the Contractor's handling cost and profit in respect of sub-item B1.2.14(i)."

ITEM **UNIT**

BC1.2.15 **(i) Portion** of the Works identified by the Employer or Engineer to be completed by Local Subcontractors ....Provisional(Prov. Sum)

Section 1.11

Section 1.12 BC1.2.15 (ii) Contractor's handling cost and profit in respect of sub-item BC1.2.15(i) allowe

Section 1.13

Section 1.14 .....The local subcontractor will submit an itemised claim and an associated invoice to the Contractor. Payment under Item BC1.2.15 (ii) will be considered upon the submission of a claim by the Main Contractor to the Engineer.

Note: Implementation of all subcontracting program will be done inline with PART C4 of the project specification, which looks into the procurement, appointment and payment of all local subcontractors appointed in the contract.

SECTION 1.3 : CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

BA1.3 GENERAL REQUIREMENTS

Add the following new clause::

A1.3.9 Legal and contractual requirements and responsibilities to the public

There has been recent legislation promulgated by Government that improves 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, C3.3:

- **Section D: Particular Specification** contains the specification that regulates the Contractor's construction methods so far as to ensure the health and safety of his employees and of the public.

  A new pay 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.

- **Section E: Particular Specification** contains the Environmental Management Programme for this project. Its provisions regulate the Contractor's construction methods to ensure responsible conduct and treatment of the environment relevant to the project. No separate payment mechanism has been made available for the Contractor to allow for his compliance with relevant environmental legislation. The Contractor shall include such costs in the existing payment items under section 1.2 Payment. However, non-compliance with the provisions of this section may lead to the imposition of penalties.

- **Section G: Particular Specification** contains guidelines for sub-contracting and labour enhancement.

BC 1.3.1 PAYMENT ITEM UNIT

BC1.3.1 The Contractor's general obligations

Add the following payment sub-item :

"BC1.3.1.4) Health and safety obligation ……..**month"**

Add the following paragraphs after the as paragraphs

Payment for time related costs arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of the Conditions of Contract, will be calculated by taking account only of pay items for which the unit of measurement is "month". All pay items for which the unit of measurement is "month" are deemed to be based on 22 working days per month. Account shall be taken of all time related items scheduled in Section 1.3, 1.4 and 1.5."

Should the combined total tendered for sub items (C1.3.1.1) and (C1.3.1.3) exceed 15% 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 I: Amendments, Qualifications and Alternatives** (to be completed by the Tenderer). If the Tenderer should require additional compensation for his obligations under section 1.3 (over and above the total tendered for item B1.3.1) by including such additional compensation in the tendered rates and/or lump sum of items in the Bill of Quantities, these items and the value of such additional compensation shall also be indicated in writing in a letter attached to Form I.

Payment of the rate per month for sub-item (1.3.1.4) shall include full compensation for all the Contractor's obligations relevant to health and safety legislation and all safety requirements.

A Contractor who tenders zero for this pay item 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.

SECTION 1.5 : ACCOMMODATION OF TRAFFIC

BA1.5.1 SCOPE

Add the following to the end of this clause :

"It is a condition of this contract 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 the South African National Roads Agency Limited, P O Box 415, Pretoria 0001.

BA1.5.3.2 GENERAL REQUIREMENTS

Add the following after the last paragraph:

Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the Engineer to stop the works until the road signs, etc. have been repaired and are operating to his satisfaction.

The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of the drawings, specifications and the South African Road Traffic Signs Manual.

The Contractor is to supply, erect, operate and maintain all the road signs and other equipment shown on the drawings or in the specifications or as directed by the Engineer, necessary to safely carry out his traffic control responsibilities.

The Engineer may instruct the Contractor to carry out minor works at isolated positions outside the limits of the site. The Contractor shall be responsible for the safety of the traveling public at those positions during the contract period.

BA1.5.7.12 Traffic Safety Officer

Add the following to the end:

"The Contractor shall submit a CV of the candidate to the Engineer for approval before the candidate is appointed as the Traffic Safety Officer".

BA1.5.6.1 TEMPORARY TRAFFIC-CONTROL FACILITIES

C,D,E) Temporary signs, Traffic Cones and traffic signals

Add the following after the last paragraph:

"The Contractor shall be responsible for the protection and maintenance of all signs and barricades 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.

The covering of permanent road signs, if applicable, shall be by utilizing a Hessian bag 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.

BA 1.5.6.2 ILLUMINATED TRAFFIC SIGNS AND SAFETY DEVICES

Delete the specification and replace with the following:

"The Engineer has the authority and responsibility to enforce compliance with the approved Accommodation of Traffic Plan as submitted by the Contractor and approved for execution by the Engineer.

(i) Vehicle mounted flashing lights

All construction vehicles and plant used on the works, including vehicles and plant operated by subcontractors and/or suppliers, shall be equipped with rotating amber flashing lights and warning signs as prescribed by law.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall always be switched on while vehicles are being operated. All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are maneuvering in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating 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 supply and maintain rotating amber lights together with temporary mounting brackets to the Engineer and supervisory personnel for the duration of the contract period.

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 when in operation."

BA1.5.6.5 FLAGMEN

During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the traffic signal operator, one flagman at the 80 km/h sign and a second roving flagman to indicate to the traffic at the end of the queue to stop. At night time only one roving flagman equipped with a "Stromberg Lightman" xenon strobe, or similar approved, and a torch is required at each traffic control point as well as the traffic light operator. No flagman shall be on duty for a period of more than 10 hours per day.

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 material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m 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."

i) Temporary rumble strips

Where ordered by the Engineer, the Contractor shall install temporary rumble strips. The distances between units will be as directed by the Engineer."

(j) Traffic signals

A traffic signal control system shall consist of four traffic signals, each with three aspects, and shall include the control devices, power supply and mountings.

Temporary traffic signals and control shall comply with the following requirements:

(a) the signals and power supply shall be capable of operating under all weather conditions for uninterrupted periods of at least 24 hours

(b) standard signal faces with 210mm diameter red, amber and green aspects shall be provided by the Contractor

(c) traffic signal lights shall comply with SABS 1450-1988. Aspects shall be fitted with 50W tungsten halogen lamps

(d) two standard signal faces, erected on opposite sides of the road, shall be provided to control each direction of traffic flow

(e) two 1000W floodlights, mounted on 3,5m timber posts shall be provided at the start and end of each section where traffic is controlled by means of traffic signals

(f) in the event of failure of the traffic signals an immediate system of STOP and GO control, with operators equipped with two-way radios, shall be available.

Sufficient personnel, equipped with two-way radios in good order and additional batteries, shall be provided to operate the traffic signal control system in shifts not exceeding 8 hours. The same personnel shall not be on duty throughout an entire night.

All traffic signals shall be under constant supervision of at least two operators to ensure that there is no interruption of the service, that any malfunction of the traffic signal equipment is immediately detected and the safety of road users ensured by implementing manual traffic control operations.

No separate payment shall be made for operators controlling the traffic signals. The tendered rate for item B15.11 shall include full compensation for such operators. No separate payment shall be made for relocating the signals."

BA 1.5.7.6 MAINTENANCE OF EXISTING ROADS USED AS DETOURS

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."

CHARPTER 9: ASPHALT LAYERS

SECTION 9.1 : ASPHALT LAYERS

BA 9.1.5 MATERIALS

A9.1.5.2 Bituminous binders for asphalt mixes

Add the following

"The binders to be used shall be as follows:

a) Continuously graded surfacing course: 60/70-penetration grade bitumen.

b) Continuously graded base: 40/50-penetration grade bitumen."

BA 9.1.7.4 TRANSPORTING OF ASPHALT

Add the following paragraph:

"Special precautions shall be taken by the contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 10^{o}C from point of dispatch to the point where it is to be paved. The use of thermal blankets is obligatory."

The Contractor shall ensure that trucks used to haul asphalt are not overloaded and the legal axle loads are not exceeded. Before any asphalt can be transported, the Contractor must provide the Engineer with the certified carrying capacity of each truck intended for the purpose of transporting the mix. The Contractor shall provide the Engineer with a weighbridge ticket before discharging into the paver hopper.

Any truck that is overloaded shall be penalised as set out below :

A penalty shall be applied at a rate twice the Contractor's tendered rate for placing the mix under items 42.01, 42.02, 42.10 and/or 42.11. For the purposes of the calculation, the so called 5% grace shall not be used The penalty shall be R5000/t or *pro rata*/part-ton of overloaded product as calculated as per the following example:

Tare weight of vehicle certified by official traffic department weighbridge = 6t

Maximum carrying capacity certified by official traffic department weighbridge = 8t

Gross vehicle mass = 14t

Actual load (weighbridge ticket) = 14,6t

Overload = 0,6t

Flat rate = R5000/t

Penalty = 5000/t x 0,6 tons = R 3000"

BA 9.1.7.9 JOINTS

Add the following to this clause:

"Where the difference in level between the new work and the existing road surface exceeds 25mm, joints shall be treated as follows:

Transverse steps at the end of a day's work shall be tapered off at a slope of 1 vertical to 20 horizontal (1:20) to tie in with the existing surface. The tapered section shall be removed before surfacing is recommenced and a joint formed in accordance with clause 4208 of the specification.

Longitudinal joints exposed to traffic shall be provided with a taper of compacted asphalt material over the full length of the exposed joint. The width of the taper shall be at least 5 times the difference in level between the old and new work.

All costs involved in the provision and removal of these temporary ramps shall be deemed to have been included in the rates tendered for the relevant asphalt pay item."

BA 9.1.8.8 SAMPLING

Add the following subclause:

"(a) Special tests

n-Heptance-Xylene Equivalent (Spot test) (AASHTO-T102)

If the engineer suspects that bitumen or asphalt has been overheated, he may order that the bitumen, or the bitumen recovered from the asphalt, be subjected to the Spot Test. Recovery of binder for use in the Spot Test shall be carried out according to an approved method.

Any bitumen having an n-Heptance-Xylene equivalent in excess of 36, or in excess of the manufacturers test result on the dispatched stock, shall be considered to have been overheated and shall be deemed to be rejected unless proven otherwise."

C9.1 ASPHALT LAYERS

PART C: MEASUREMENT AND PAYMENT

Amend the following payment items:

"ITEM **UNIT**

BC 9.1.5.1 Asphalt Surfacing : New Construction ton

(a) Stone Skeletal mix – Continuously graded 30mm thick, 60/70 penetration grade bitumen and aggregate of 4,75 (maximum size) ……(ton)

Section 1.15

Replace first paragraph with the following:

The unit of measure for sub-item (a) shall be the ton of asphalt overlay placed to the nominal thickness specified and measured according to certified weighbridge tickets issued in respect of the mixture used.

Construction method shall be by means of mechanical propelled asphalt paver meeting all specifications and inspections by the engineer.

No payment shall be made for excess width and wastage of asphalt, and the mass of such excess or wasted material shall be deducted from the recorded delivery for payment purposes.

No payment shall be made for asphalt in excess of the mean spread rate(s), which shall be determined as follows on the following page:

$$S = \frac{1000}{A \times B} \quad m^2/t$$

where :

S = Mean spread rate in m^2/t
A = Average bulk relative density achieved on the road in t/m^3
B = (specified asphalt thickness in mm) + 5mm".

"The tendered rate shall also include full compensation for joint forming, temporary ramping of construction joints between paving operations when new work is opened to traffic (including ramping material), breaking up and disposal of temporary ramps and waste material, weighing the material on the specified weighbridge and cleaning the surface."

Add the following new payment items:

ITEM	DESCRIPTION	UNIT
BC 9.1.17	**Penalty for overloading**	**ton (t)**

SECTION 1.16 CHARPTER 10: SURFACE TREATMENTS

SECTION 1.17 SECTION 10.1: GENERAL REQUIREMENTS FOR SURFACE TREATMENTS

BA10.1.1 SCOPE

Add the following:

"On this project the double seal shall consist of a precoated 20,0 mm aggregate (ALD > 12,0 mm) with tack coats of Class S-E1 modified binder, followed by a precoated 10 mm aggregate with penetration layers of Class SE-1 modified binder. The final fog spray shall be a 30% spray-grade anionic emulsion."

BA10.1.3.1 REQUIREMENTS PERTAINING TO ALL SURFACE TREATMENTS

Add the following:

" all plant and equipment to be utilised for sealing operations are to be thoroughly inspected for any diesel and oil leaks by the engineer prior to sealing operations. The contractor is to submit with his method statement a list of back-up plant for any plant and equipment utilised on sealing operations."

BA 10.1.3.2 Weather Limitations

Add the following limitations:

"Seal work using bitumen rubber or polymer modified binder shall not be permitted during the months of May, June, July and August.

Winter grade binders shall not be used in any seal work and the Contractor's programme shall reflect this limitation.

Extra care shall however be necessary during the winter period (April to September) to ensure the success of the temporary seal and surfacing on the milling sections and the minimum measures that the Contractor shall adhere to includes the following:

- Sealing during daytime (spray application): 10 ^{o}C rising surface temperature.
- Do not seal during windy conditions and/or eminent raining conditions
- Ensuring that the chip spreader is right behind the sprayer. If not, the operation shall immediately be halted by the Engineer
- The backfilling teams shall complete a section prior to commencement of spraying the following section
- Maximum length to be sprayed will be restricted to 200m
- Recommended rolling methods :
  - Firstly : Steel wheel rollers
  - Secondly : Drag broom
  - Thirdly : Pneumatic rollers
  - Fourthly : Normal mechanical broom
  - Fifthly : 2nd rolling by steel rollers, before application of fog spray.
- Trucks shall not interfere / obstruct any rollers on the sprayed sections. Rollers must be able to cover the full extent of the sprayed section
- All excess stone must be swept off the road between 18 and 24 hours after construction of the seal

These precautions are necessary to ensure proper adhesion before the binder becomes too cold to be receptive to the stone and to minimize the risk of trapping water under the strain-alleviating membrane interlayer (SAMI). In terms of the temperatures, the day and overnight temperatures will be dictating whether such construction is at all possible or not.

The Contractor is advised that weather information from the closest weather station should be gathered and the typical average, maximum and minimum on a month-to-month basis be evaluated to predict what can typically be expected. The day – night sinusoidal temperature curves will give the Contractor an indication when work typically can commence and should be stopped. This information shall be required to accompany the weekly programme of the SAMI work.

Whilst the above measures are mainly aimed at the winter period (April to September), they shall also apply to the summer period, with the exception of the sprayer pull restriction of 200m."

BA 10.1.3.7 Decatron of working area

Remove second paragraph and replace with the following:

" Before the tack coat and first application of aggregate may be applied, the centreline of the road shall be demarcated by means of a clearly visible weatherable fibre rope, pegged down with nails driven into the existing surface at intervals of 15 m on straight sections and 3 m apart on curves.

The demarcating rope shall be removed prior to the application of the tack coat and aggregate on the adjacent lane. Payment for the demarcation shall be deemed to be included in the rates."

BA 10.1.3.11 Opening to Traffic

"add the following paragraphs:

Recommended opening of road to traffic :

- Seal to be exposed gradually (in stages) to traffic
- On first night after completion of seal, low traffic on the seal
- On the following two days during day time, only open to traffic when road temperatures exceed 10^{o}C. Close section during night
- On third day following completion of seal, open road again in the morning. Depending on temperature of the seal, road can remain open onwards from this night.

BA 10.1.5.14 Precoating of hydrophilic aggregates

(c) Precoating of aggregate stockpiles

Add the following:

Pre-coating of aggregate shall be undertaken a minimum of 4 days ahead of sealing operations to allow the aggregates to dry out properly before application. No free pre-coating fluid shall be observed when the aggregate is inspected by hand.

SPECIAL MAINTENANCE OF PRIMARY ROAD P60/2 BETWEEN VILLIERS AND CORNELIA

PART C 4: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR ANDTARGETED ENTERPRISES UTILISATION AND DEVELOPMENT

TABLE OF CONTENTS

D1001 ..... SCOPE

D1002 DEFINITIONS AND APPLICABLE LEGISLATION

D1003 TARGET GROUP PARTICIPATION

D1004 STAKEHOLDER AND COMMUNITY liaison AND SOCIAL FACILITATION

D1005 MOBILISATION PERIOD

D1007 TENDER PROCESS FOR TARGETED ENTERPRISES

D1008 GENERAL RESPONSIBILITIES OF THE CONTRACTOR TOWARDS TARGETED ENTERPRISES

D1009 WORK SUITABLE FOR EXECUTION BY TARGETED ENTERPRISES

D1010 TRAINING, COACHING, GUIDANCE, MENTORING and assistance.

D1011 LABOUR ENHANCED CONSTRUCTION.

D1012 COMMUNITY DEVELOPMENT

D1013 MEASUREMENT AND PAYMENT

D1001 SCOPE

This section describes the structured engagement with project Stakeholders and affected Communities. It also guides the selection and the enhanced utilisation and development of Targeted Labour and Targeted Enterprises.

The scope of the work described in this section shall be based on the Employer's 14 principles for project liaison, sub-contracting and labour sourcing in all Department of Police, Roads and Transport projects, which are stipulated below:

1. Establish project liaison committees (PSCs) in each project to create a platform for project liaison, works execution, sub-contracting and employment facilitation.
2. Department of Police, Roads and Transport to chair PSCs and provide secretarial support. Representation to comprise: Department of Police Roads and Transport; contractor; consultant; business representatives; traditional representatives; provincial and municipal government representatives (not politicians); community representatives; and any other critical local stakeholder thatmay be deemed necessary by the PSC.
3. Project Liaison Officer (CLO) selection to be done under the auspices of the PSC.
4. Definition of a target area (sometimes referred to as a local area or traffic area) to be done under the auspices of the PSC.
5. Setup a database of contractors and suppliers (and consultants where relevant) to be done under the auspices of PSC. The final database to be signed off by the PSC.
6. Setup of database of local labour for the targeted area to be done under the auspices of the PSC. The final list to be signed off by the PSC. An agreed system of labour selection from the database is to be agreed at the PSC.
7. Handover of signed-off databases for sub-contracting and labour to contractor for open tender process and recruitment respectively done by the PSC.
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 PSC.
9. Appeals on the tender process to be escalated to Department of Police, Roads and Transport for an independent review.
10. Capability assessments of contractors and suppliers to be done under auspices of PSC prior to tender stage, to identify any deficiencies in skills and experience. For

labour, skills assessments are to be done at recruitment stage.

11. Contractor development support and training to be coordinated and conducted, ahead under the auspices of the PSC, prior to project commencement.

12. Identification of works areas that are deliverable by local service providers, and areas where capabilities are not available locally. All works areas where capabilitiesare not available locally shall be imported and locals will be given an opportunity to learn.

13. Formal contracting arrangements to be ensured for all projects.

14. Communication to be streamlined through the PSC and used to manage expectations of local business and communities.

These principles are applied to facilitate better project level liaison with local communities and structures. They also serve to ensure communication and transparency in the execution of works and to ensure inclusivity in the allocation of projects to benefit black business and local communities.

D1002 DEFINITIONS AND APPLICABLE LEGISLATION

a) Definitions

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

(i) Business Coaching

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

(ii) Community[1]

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

(iii) Contract Participation

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

(iv) Contract Participation Goal (CPG)

The monetary value of the targets set by the Employer in the Contract Participation process and stated in the Contract Data.

(v) Contract Participation Performance (CPP)

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

(vi) Designated Group[2], [3]

Unless otherwise permissible in terms of procurement regulations or the PPPFA, 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 YouthDevelopment Agency Act, 2008 (Act No. 54 of 2008);

e. black people who are people with disabilities as defined in section 1 ofthe 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 ofgood 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 ofgood 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

R10million 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 help, advice and direction as to how to achieve a better result. Guidance is mostly given by a person in the direct reporting line, but can be given by anyone. Guidance is not imparting skills, but suggesting ways to improve performance.

(viii) Labour

Persons:

a. who are employed by the Contractor or a Subcontractor in the performance of the Contract; and

b. who resides in the Project Area; and

c. whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's or Subcontractor's employment policies;

d. but who are not Targeted Labour.

Note:

The personnel employed by the suppliers of goods and material are notdefined as "Labour" for the purposes of this Contract.

(ix) Mentoring

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

(x) Mobilisation Period

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

(xi) Project Area

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

(xii) Project Steering Committee (PSC)[4]

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

(xiii) Community Liaison Officer (CLO)[5]

The person who acts as the liaison officer for the project. The CLO facilitatesthe 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 representative, i.e. the Project Manager,the Engineer and the Contractor, or their duly delegated representatives, whois jointly responsible for the successful execution of the project.

(xv) Stakeholders[6]

Any Person 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. Relevant Municipal departments;

b. Traditional authorities;

c. Community interest groups;

d. Organised youth representation;

e. Organised women representation;

f. Organised disabled people representation;

g. Other structured community groups such religion, education, farming,etc.

h. Local transport industry forums, e.g. Bus and taxi;

i. Business sector forums;

j. Road user forums;

k. Environmental interest groups;

l. Road safety interest groups;

m. 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:

a. one or more Local Municipalities;

b. one or more Wards that are predominantly located within an area andwithin a predefined radius of the construction activity;

c. one or more of the areas listed in the definition of Designated Groups.

Based on market research and/or resources and skills audits, the Contractor, in liaison with the PSC, could also identify and agree Target Areas where preference would be given to Targeted Enterprises from these areas for sub-contracting.

(xviii) Targeted Enterprise[7]

A Targeted Enterprise is an entity to which the Contractor sub-contracts apercentage of the contract value as a condition of contract and which is:

a. an EME or QSE;

b. an EME or QSE which is at least 51% owned by black people;

c. an EME or QSE which is at least 51% owned by black people who areyouth;

d. an EME or QSE which is at least 51% owned by black people who arewomen;

e. an EME or QSE which is at least 51% owned by black people withdisabilities;

f. an EME or QSE which is 51% owned by black people living in rural orunderdeveloped areas or townships;

g. a cooperative which is at least 51% owned by black people;

h. an EME or QSE which is at least 51% owned by black people who

aremilitary veterans; or

i. more than one of the categories referred to in paragraphs a to h; and

j. which is tax and COID compliant.

(xix) Targeted Enterprise Construction Manager

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

(xx) Targeted Enterprise Procurement Coordinator (TE Procurement Coordinator)

The person employed, or entity appointed, by the Contractor to facilitate theprocurement of Targeted Enterprises.

(xxi) 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) Targeted Labour[8]

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.

(xxiii) Training

Training refers to the process of teaching a Trainee, usually in a classroom or simulated work environment situation where principles, skills, knowledge

and theory are taught and demonstrations are given. Assignments are then set to ensure that the Trainee can apply what has been taught. Training is done by a specialist in the subject, and who is qualified and accredited to train. The objective is to improve the competency of the participant.

a. **Applicable Legislation, Regulations and Standards**

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

i. The Constitution of South Africa;

ii. Public Finance Management Act, 1999 (Act No. 1 of 1999);

iii. Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) andits regulations;

iv. Construction Industry Development Board Act, 2000 (Act No. 38 of 2000);

v. Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

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

vii. The Skills Development Act, 1998 (Act No. 97 of 1998).

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 fullyor portions thereof:

i. SANS 10845: 2015, Parts 5, 7 and 8; and

ii. CIDB Standard for Contract Participation Goals for Targeted Enterprises andLabour through Construction Works Contracts, 31 October 2017.

D1003 TARGET GROUP PARTICIPATION

a) Objective

Amongst others, the key objectives of Government are to extend economic opportunities and build entrepreneurial capacity in rural or underdeveloped areas or townships by:

i. optimising the utilisation of local resources in the project area;

ii. developing these local resources in the execution of the project; and

iii. maximising the amount of funds retained within the project area.

To give effect to these objectives the Contractor shall:

a. recruit Targeted Labour from the Target Area(s) as stated in the Contract Data; and

b. subcontract Targeted Enterprises based on market research and/or skills andresources audits of the rural or underdeveloped areas or townships within theproject area.

b) Targeted Labour Database

A Labour Database of Targeted Labour will be compiled by the community leaders (ward/ PR Councilors and/or mayoral community member or traditional leadership), with input from the Project Steering Committee (PSC). Once endorsed by the PSC, the CLO 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 PSC. Only Labour recruited from the Labour Database will be measured for Contract Participation Performance (CPP).

c) Targeted Enterprise Database

Following market research and/or a resources and skills audit of Targeted Enterprises in the project area, the Contractor shall apply the CPG criteria in the Contract Data to compile a ***preliminary*** Targeted Enterprise Database of eligible Targeted Enterprises.

To inform the market research and/or resources and skills audit, the Contractor shall use, as a minimum, National Treasury's CSD and the CIDB contractor database. Other databases, e.g. the Local Municipality's Economic Development database, may also be considered to determine the available resources and skills in the Project

Area. The purposes of the preliminary Targeted Enterprise Database are:

i. for the PMT to determine if the required resources and skills to execute the identified Targeted Enterprise work packages are available in the anticipatedTarget Area(s);

ii. for the PSC to verify that Targeted Enterprises on the preliminary Targeted Enterprise Database are authentic in terms of the Contract Data and other Database criteria agreed with the Employer, Engineer and the PSC, and

iii. for the PSC to alert possible eligible or qualifying Targeted Enterprises that are not on the preliminary Database of the opportunity.

Based on the above considerations, additional criteria for the Targeted Enterprise Database may be agreed with the Employer, Engineer and PSC to ensure that the SMME enterprises is targeted as intended by the Employer.

Once the Targeted Enterprise Database has been agreed with the Employer and the Engineer, and endorsed by the PSC, the Contractor shall invite Targeted Enterprises to tender for the Targeted Enterprise work packages and preference shall be given to those Targeted Enterprises that adheres to the Database criteria.

Note:

a. The Targeted Enterprise Database shall be a “live database”. In essence, it is thus not the Database that is approved by the PMT and endorsed by the PSC,but rather the ***criteria*** for compiling the Database.

b. Any Targeted Enterprise may respond to the invitation to tender, but preferenceshall be given to those Targeted Enterprises that adheres to the Database criteria, which shall be measured by means of a functionality evaluation.

The Targeted Enterprise Database criteria shall be updated at every instance that anew tender or group of similar tenders are being let for Targeted Enterprise work packages.

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

d) Contract Participation Goal (CPG)

The CPG is the monetary value of the targets set by the Employer and will becalculated as follows:

CPG = Final Contract Value x (% Targeted Labour + % 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 = total value (excluding VAT) of Targeted Labour contribution + total value ofTargeted 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:

The bonus = 0.05 x (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 (TL **n** – TG **n**) - 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 thecontract by the Contractor and all Subcontractors.

L dp= Cumulative monetary value of black Disabled Persons Employed on the Contract by the Contractor and all Subcontractors.

(TL n - TG n) = The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

Penalty Targeted Enterprises = 0.15 x (Sum (TE **n** – TGE **n**) - 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.

(TE **n** – TGE **n**) = The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

Total Penalty = Penalty Targeted Labour + Penalty Targeted EnterprisesPenalty Targeted Labour = 0.15 x (D – D0) x CA100

Where:

D= the tendered contract participation goal percentage;

Do= the contract participation goal which the Employer's representative certifies, based on the credits passed, as being achieved upon completion of the contract;

CA = the contract amount;

P = the monetary value of penalty payable.

This formula is based on 10 points out of a total of 100 points being allocated to thecontract participation goal so that the penalty is 1.5 times more severe than the points granted.

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 bea 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 PSC which was established by the Employer for this purpose.

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 PSC as the official communication channel, and utilise it to facilitate harmonious relationships, with project Stakeholders and affected Communities. The PSC shall be held accountableto disseminate project information discussed at the PSC to its respective constituencies.

iii. As a party to the functioning of the PSC, the Contractor shall delegate from among its site personnel a responsible person to serve on, and participate in,the PSC and its business.

iv. The Contractor shall provide the PSC with any assistance and information thatit 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 recruitmentand Employment, and Targeted Enterprises' selection and sub-contracting, aswell as its associated risks, shall remain the sole responsibility of the Contractor. The Employer's assistance in establishing a

PSC and providing aCLO to the Contractor shall not relieve the Contractor of its obligations underthe Contract and shall not attract any liability to the Employer.

c) Project Steering Committee (PSC)

A PSC has either been established prior to commencement of the Contract or shall be established as soon as possible by the Employer. The PSC consists of representatives of project Stakeholders and affected Communities. The Employer, Engineer and Contractor also become parties to the PSC at the relevant project stages and as far as it is within the scope of their respective roles and responsibilities.

PSC meetings shall be chaired by the Employer's representative in a facilitating capacity and not a decision-making capacity. The Engineer's representative shall provide a secretarial service to take minutes of PSC meetings. Representatives of project Stakeholders and affective Communities on the PSC may appoint a caucus chairperson.

Secretarial support other than taking minutes at PSC meetings shall be provided bythe CLO.

d) Duties of the PSC

The PSC is the official communication channel through which the Employer, Engineer and Contractor 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 PSC is also the official communication channel through which project Stakeholders and the affected Communities communicates with the Employer, Engineer and Contractor on the impact that the project has on them, or is anticipatedto have on them, or on any other project matters.

The Department of Police, Roads And Transport Project Liaison Committee Guidelines requires of the PSC to executespecific duties during each stage of the project, i.e. from project initiation to project completion. Some of these duties overlap project stages and hence, a detailed description is provided here.

The PSC shall execute the following duties:

i. <u>Project Initiation and Design Stages</u>

a. Meet as often as required with the Employer and the Engineer to discuss and resolve the project's initiation and design stage matters,

which are of interest or concern to project Stakeholders and the affectedCommunities, the Employer and the Engineer.

b. Peruse the Department of Police, Roads And Transport Project Liaison Committee Guidelines and make recommendations on the duties of, and procedures to be followed by, the PSC to fulfil its duties.

c. **Note**: The principles of the Guidelines shall not be amended, but dutiesand procedures may be altered to be project specific and to improve the functionality of the PSC.

d. Act in accordance to the agreed terms of reference for the PSC.

e. Inform the Employer of any training that members of the PSC require toexecute its duties.

f. Assist the Employer and Engineer to source suitable candidates, basedon the Employer's qualifying criteria, for the position of CLO.

g. Observe and verify that the qualifying criteria and procedures applied by the Employer and Engineer to select and employ the CLO were executed in a fair and transparent manner, and were within the prescripts of the relevant legislation and regulations.

h. Make recommendations to the Employer and Engineer in identifying theproject's Target Area(s), from which Targeted Labour and Targeted Enterprises could be Employed and subcontracted and endorse the identified Target Area(s).

i. Make recommendations to the Employer and Engineer in identifying theproject's Target Groups for inclusion in the Tender Documents and endorse the identified Target Groups.

ii. <u>Project Construction Stage</u>

a. Meet formally prior to the monthly site meeting, or as may be required,to discuss and resolve project matters, which are of interest or concernto project Stakeholders and the affected Communities, the Employer, the Engineer and/or the Contractor.

b. Give input to the PMT in establishing the eligibility and preference criteria to employ Targeted Labour and subcontract Targeted Enterprises and endorse the agreed criteria.

c. Peruse and endorse the Project Databases compiled by the PMT

fromwhich Targeted Labour will be Employed and Targeted Enterprises willbe subcontracted.

d. Verify that the criteria and methodologies 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.

e. 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 andsubcontracting requirements.

f. 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.

g. Observe and verify that training programmes and support programmes, which the Contractor committed to, are implemented and executed as intended.

h. Inform the entities whom they represent of any project matters which the PMT wishes to communicate with project Stakeholders and the affected Communities.

i. Inform the entities whom they represent of any project matters that areimpacting or may impact, either positively or negatively, on project Stakeholders and the affected Communities.

j. Inform the PMT of Stakeholder and/or Community requests and/or needs, which could possibly be addressed within the project's Scope ofWork.

k. Inform the PMT of any road safety concerns within the project area(s) and advice the PMT of possible mitigating measures and/or road safetyprograms that will be most feasible for acceptance by the affected Communities to promote road safety.

l. Inform the PMT of any project matters that are impacting, or are anticipated to impact, negatively on project Stakeholders and the affected Communities.

m. Agree with the PMT on a dispute resolution mechanism to resolve anydisputes that may arise between the PMT and the PSC, project Stakeholders and/or affected Communities.

n. Assist the PMT to liaise with project Stakeholders and the affected Communities to resolve any disputes between the Employer, Engineerand/or Contractor and project Stakeholders and the affected Communities, which occurred due to the project.

e) Duties of the CLO

The CLO shall facilitate the Employment of Targeted Labour and shall coordinate communication between the PMT and the PSC to address the day to day project, Stakeholder, and Community matters that impact on the parties to the project.

The Department of Police, Roads And Transport Project Liaison Committee Guidelines requires of the CLO to executespecific duties during each stage of the project, i.e. from project initiation to project completion. Some of these duties overlap project stages and hence, a detailed description is provided here.

The CLO shall execute the following duties:

i. Except for taking the minutes of PSC meetings, which is a duty of the Engineeror his representative, the CLO shall provide a secretariat function to the PSC 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 PSC to formulate their communication in writing;

f. Distribute written communication to and from the PMT and the PSC;

g. Keep records of all the above and any other PSC documentation; and

h. Provide any other reasonable secretariat function pertaining to the PSC.

ii. Attend all PSC meetings to report on the day to day project, Stakeholder andCommunity 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

projectStakeholders, 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.

vii. Typical information to be disseminated by the CLO 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 Labourand subcontracting of Targeted Enterprises;

e. Occupational Health and Safety precautions; and

f. any other information relevant to project Stakeholders and the affectedCommunities.

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

ix. Assist the PMT and PSC to establish and agree the eligibility and selection criteria to be followed when Employing Targeted Labour.

x. Assist the PMT in its resources and skills audits by providing a coordinating function between the PMT, project Stakeholders, and the affected Communities.

xi. Ensure that Targeted Labour databases, compiled from the resources and skills audits, are based on the agreed eligibility and selection criteria and thatit is updated as and when required.

xii. Coordinate the selection and Employment of Targeted Labour based on the agreed eligibility and selection criteria and based on the Contractor’s labour requirements.

xiii. Ensure that each Targeted Labourer enters into an Employment contract which adheres to current and relevant Labour legislation.

xiv. Ensure that each Targeted Labourer understands the conditions of his/her

Employment with an emphasis on the Employment start date, end date and wages payable.

xv. Identify and inform the PMT of any relevant training required by the TargetedLabour.

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

xvii. Be proactive in identifying PSC, project Stakeholder, affected Communities (including Targeted Labour and/or Targeted Enterprise Subcontractor), requirements, disputes, unrest, strikes, etc. and bring it to the attention of thePMT.

xviii. Assist the PMT to liaise with the PSC, project Stakeholders and the affected Communities to resolve any disputes, which occurs due to the project.

xix. 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 ofTargeted Labour and any other records that may be of relevance to the functions of the PSC.

xx. Produce and submit a monthly report to the PMT and the PSC on PSC meetings, other meetings attended by the CLO, 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, PSC, 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.

a. Duties of the Contractor

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

i. For the subcontracting of Targeted Enterprises:

a. Liaise with the Employer, Engineer and PSC to structure and finalise the work packages to be subcontracted to Targeted Enterprises.

b. Liaise with the Employer, Engineer and PSC to determine the TargetedEnterprise Database criteria for the subcontracting of Targeted Enterprises.

c. Compile the Targeted Enterprise Database(s) for endorsement by the PSC.

d. Undertake a skills audit of the Targeted Enterprises which appear on the Targeted Enterprise Database(s).

e. Based on the skills audit, and in consultation with the Employer, Engineer and PSC, identify the pre-tender training requirements of Targeted Enterprises.

f. Provide an opportunity to Targeted Enterprises to receive the identifiedpre-tender training.

g. Tender the initial work packages and subcontract the first group of Targeted Enterprises for commencement of the Works.

ii. For the Employment of Targeted Labour:

a. Liaise with the Employer, Engineer, PSC and CLO to compile the Labour Database(s) for the Employment of Targeted Labour.

b. Undertake a skills audit of the Targeted Labour which appear on the Targeted Labour Database(s).

c. Based on the skills audit, and in consultation with the Employer, Engineer, PSC and CLO, identify the training requirements of TargetedLabour to make them more Employable. Provide an opportunity to eligible Targeted Labour to receive theidentified training to enable them to be more Employable.

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

iii. Produce an acceptable CPG Plan, which sets out how the Contractor intendsto achieve the various CPG targets as stated in the Contract Data, complete with dates, work packages and values of work.

Notes:

(i) The accepted CPG Plan and any amendments thereof shall be made available to the PSC for their monitoring purposes.

(ii) The Employer and the Engineer shall monitor progress and adherence to theCPG 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 mandatoryOccupational Health and Safety training.

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

Note:

The Mobilisation Period was introduced as an aid to the Contractor to allow for his planning to obtain the CPG as required in the Contract Data. An extension of the Mobilisation Periodwill therefore not form grounds for an extension of the Contract duration and hence, any costs incurred by the Contractor for an extension of the Mobilisation Period shall be for the Contractors cost. Should an extension of the Mobilisation Period result in a delay of the Contract, the Employer's delay penalties shall apply.

D1006 PROJECT MANAGEMENT TEAM (PMT)

The PMT, which consists of the Employer, Engineer, and the Contractor, or their representatives, is a party to the PSC 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.

a) Duties of the Employer and the Engineer

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 the Contractor by executing the following duties:

i. Make recommendations to the Contractor in the identification and structuringof the work packages to be subcontracted to Targeted Enterprises, and agreeto the scope and extent of the work packages.

ii. Verify that the Targeted Enterprise Database(s) has been updated prior to theletting of every new set of subcontracts.

iii. Endorse all Databases and approve tender procedures, tender documents, tender submission requirements and adjudication processes for the subcontracting of Targeted Enterprises.

iv. Review all tender adjudication reports and monitor that the criteria and procedures applied by the Contractor to subcontract Targeted Enterprises areexecuted in a fair and transparent manner, and are within the Employer's andGovernment's Supply Chain Management Policies.

v. Endorse subcontract agreements and ensure that the conditions of subcontracting with Targeted Enterprises are fair and transparent and within the prescripts of the Contract requirements.

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

vii. Verify that the Labour Database(s) from which Targeted Labour will be Employed is updated prior to every new Labour intake.

viii. Monitor that the criteria and procedures applied by the Contractor to employ Targeted Labour are executed in a fair and transparent manner, and is

withinthe Contract requirements.

ix. 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.

x. Make recommendations to the Contractor in the identification of the training requirements of Targeted Labour and Targeted Enterprises and approve the proposed training programmes.

xi. Monitor that training programmes and support programmes, which the Contractor committed to, are implemented and executed as intended.

D1007 TENDER PROCESS FOR TARGETED ENTERPRISES

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

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 Project Area. The Contractor shall consult the following databases as a minimum:

a. Construction Industry Development Board (CIDB) contractor database.

b. Municipal Local Economic Development (LED) department.

c. National Treasury's Central Supplier Database (CSD).

d. 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.

e. Compile a Contract Participation Goal (CPG) Plan.

Based on the information in paragraphs i. to iii. 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 eligibilityand functionality criteria and preliminary Targeted Enterprise Database(s) foreach work package.

f. Table CPG Plan to the PMT and the PSC

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 thePSC for its endorsement.

The Contractor shall ensure that the tender requirements and the outcome of different tendering scenarios are explained to the PSC, specifically withrespect to the outcomes of:

g. Functionality structuring and scenarios,

h. Price and Preference,

i. Eligibility criteria, and

j. Negotiation processes (if applicable).

If required, the Contractor shall make amendments to the CPG Plan based onthe PMT's instructions and/or the PSC's recommendations.

k. 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.

l. 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 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 beforetheir use.

(i) **Tender Process**

(ii) 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 or medium as agreed with the PSC.

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

m. 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.

n. 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 of the Tenderer's B-BBEE contribution level.

(ii) Proof that the Tenderer is an EME 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).

o. 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 who shall publicly announce and record the names of all bidders and their tender prices.

c. **Tender Evaluation**

The Contractor shall evaluate the tenders and it shall be a condition of tender that tenders will only be accepted from Targeted Enterprises that fully comply with the definition of a Targeted Enterprise as described in the Contract 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 a higher weighting shall be allocated to these two criteria

Functionality shall be scored based on:

(i) Locality (target area)

(ii) CIDB grade and class (targeted entity)

(iii) Experience (if applicable)

(iv) Plant and equipment (if applicable)

(v) Any other relevant and agreed Designated Groups, 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 established by the Contractor in consultation with the PMT and may vary depending on the Works to be subcontracted or any other valid considerations.

b. **Stage 2 – Price and Preference**

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

i. Price= 80/90 %

j. Preference= 20/10 %

The highest scoring tenderer for each subcontract package shall be checked for 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 per project, meaning that a Targeted Enterprise may be awarded a work package and on conclusion thereof may be awarded a subsequent work package, but more than one work package may not be awarded simultaneously for an individual project.

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

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 thepreferred tenderers for each subcontract package, should any documents need to be verified and/or resubmitted.

The highest scoring tenderer for each subcontract package shall be checkedfor eligibility with respect to the following criteria (if applicable, based on the CIDB grade required):

(i) Proof of the Tenderer's B-BBEE contribution level.

(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 requiredgrading and class (not applicable to suppliers).

If the highest scoring tenderer fails to meet any of the eligibility criteria, he will be given predetermined number of calendar days to become compliant. Thenumber of calendar days shall be agreed with the PMT and the PSC, 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 shallcheck the second highest tenderer for eligibility. This process is repeated until a preferred tenderer is identified to be proposed in the Tender Report.

d. **Appoint successful Targeted Enterprises**

a. Table the Tender Report to the PMT and the PSC.

The Contractor shall table the Tender Report for each subcontract package tothe PMT and the PSC for their endorsement prior to award of the subcontract.

b. Negotiating rates with Targeted Enterprises.

c. Rates

If the Contractor has tendered rates for work items in the subcontract package and the tenderer who scored the highest points tendered higher rates than that of the Contractor, The Contractor may enter intonegotiation with the tenderer.

If the Contractor fails to negotiate a feasible rate with the tenderer, he may:

(i) approach the next highest point scoring, compliant tenderer for negotiation, after it has been tabled to the PSC; 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 tocompensate for the differences between the rates of the Contractor and that of Targeted Enterprises. The Employer shallnot approve rates that is higher than 25% of that of the Contractor.

d. Provisional Sum

If the Employer has provided a provisional sum for the work items in thesubcontract package, the Contractor shall report on the feasibility of thehigher points scoring tenderer's rates to the PMT.

(i) If the highest points scoring 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 highest points scoring tenderer's rates are deemed not feasible and the Employer does not approve the utilisation of therelevant 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 higherrates and/or provisional sums tendered by Targeted Enterprises.

(ii) If the Employer provided a provisional sum for preliminary and generalitems of Targeted Enterprises and/or to compensate for the differencesbetween 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 itis 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

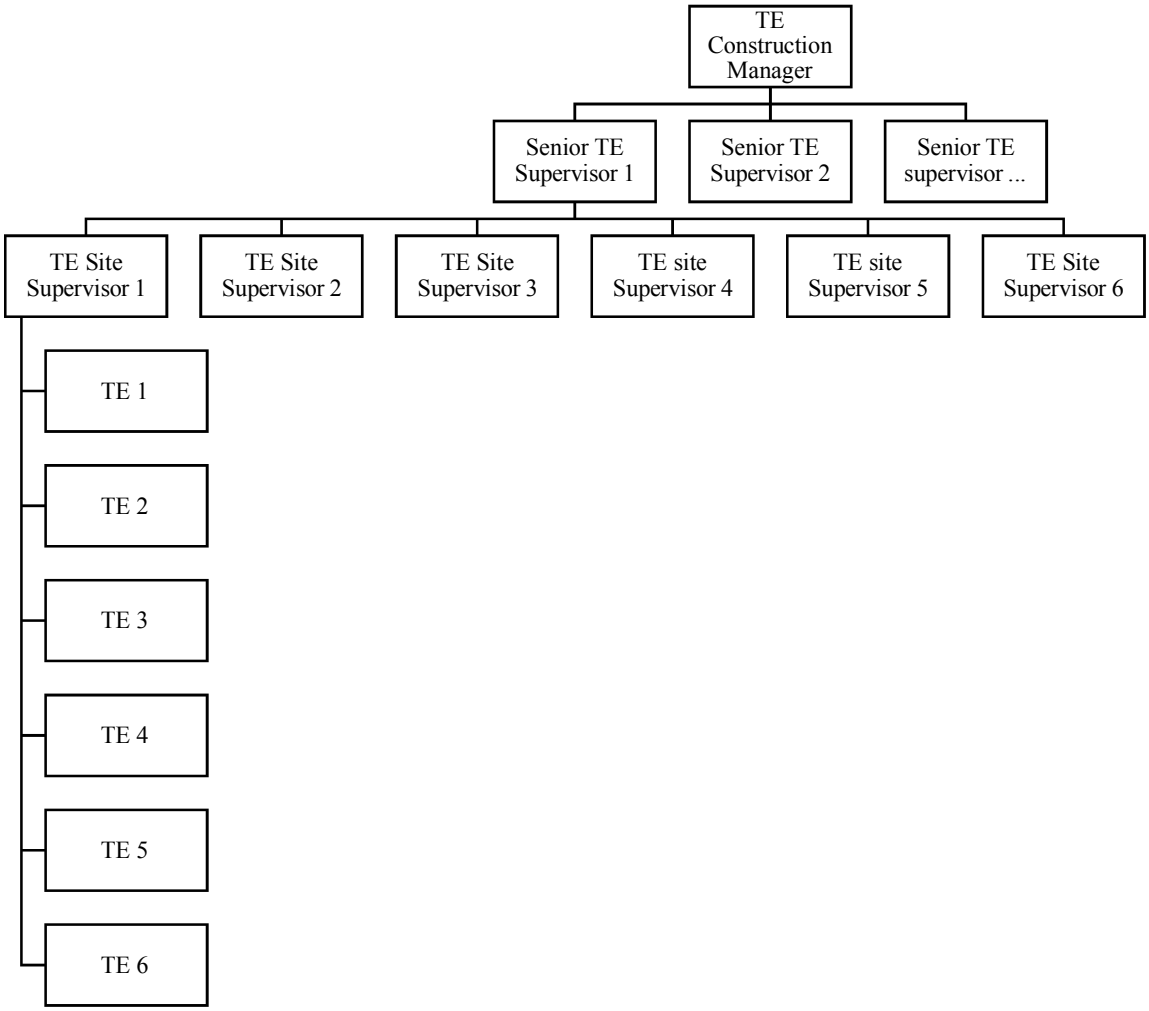
The Contractor shall have the responsibilities described in this Section, D1008, towards all Targeted Enterprises subcontracted in terms of the Contract Participation Goals stated in the Contract Data.

The Contractor shall appoint a dedicated Targeted Enterprise Construction Manager (TE Construction Manager) whose sole responsibility shall be 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. Amongst others, the TE Construction Manager shall facilitate the training, mentoring, development and support of Targeted Enterprises.

The TE Construction Manager shall have as a minimum a National Diploma: Managementof Civil Engineering Construction Processes (NQF Level 5) or equivalent qualification andshall

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) TE Site Supervisor for every six (6) Targeted Enterprises which are in their respective construction phases and one (1) Senior TE Supervisor for every six (6) TE Site Supervisors. The qualifications and/or experience of TE Site Supervisors and Senior TE Supervisors shall be relevant and of a suitable level to enable them to supervise the level of Targeted Enterprise and the specific works under construction. Below is an indicative organogram of the TE Construction Manager and his team.



The TE Construction Manager shall develop and establish a Targeted Enterprise Training,

Development and Support Programme, which shall be approved by the PMT and endorsedby the PSC 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 otheridentified 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 PMThas confirmed that it is in accordance with the provisions of this Contract and after ithas been endorsed by the PSC.

Note:

To protect Targeted Enterprises' competitive advantage and/or tender strategy, only the main subcontract agreement shall be available to the PSC for endorsement andnot 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 iscontemplated in this Contract;

ii. An obligation on the Targeted Enterprise to participate and co-operate in suchtraining as is provided for in this Contract;

iii. The allowable sources from which Labour may be drawn in terms of theContract;

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 theterms 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 PSC 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'stender 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 hasmade 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 aspecified part of the ruling, he shall have no further right to dispute that ruling or thepart 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 TargetedEnterprises to assist the Contractor in achieving its CPG:

a) Clearing and grubbing.

b) Construction and clearing of drains.

c) Installation of prefabricated culverts including inlet and outlet structures.

d) Concrete channelling and concrete linings for open drains.

e) Construction of small concrete and other structures.

f) Pitching, stonework and protection against erosion.

g) Construction of gabions.

h) Erection of guardrails.

i) Landscaping.

j) Finishing the road and road reserve.

k) Site Security Services (consider Military Veterans if identified by EmpowermentImpact Assessment).

l) Add other work types including work that may form part of the main activities to meetthe minimum CPG target(s).

m) 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 byCIDB CE1 and CE2 Targeted Enterprises:

i. Concrete sidewalks.

ii. Side drains.

iii. Clearing and grubbing.

iv. Construction and clearing of drains.

v. 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 usedto 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 thoseof 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 Employeeand 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 pertainingto 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 Trainee, the

Training Provider and the Employer.

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

The complete Training and Skills Development Programme shall be approved by the PMT and endorsed by the PSC 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 D1010/1: QUALIFICATIONS FOR TRAINING STAFF

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

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

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

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

e) Skills Development Requirements

a. Contract Skills Development Goals (CSDG)

This section establishes a minimum CSDG which is to be achieved in the performance of a Contract *(as per the CIDB Standard for Developing Skills through Infrastructure Contracts August 2013)* in relation to the provision of different types of workplace opportunities linked to work associated with a Contract which culminate in or lead to:

- a part- or full occupational qualification registered on the NationalQualification Framework;
- a trade qualification leading to a listed trade (GG No. 35625, 31 August2012);
- a national diploma registered on the National Qualification Framework;and
- registration in a professional category by one of the professionalbodies listed in Table 1 of the Standard.

The Contractor shall achieve or exceed the CSDG in the performance of the Contract. The Contractor may, if need be, devolve their obligations onto Subcontractors.

The CSDG shall not be less than the contract amount multiplied by 0.25 percent (%) for Civil Engineering work (CE). For this reason, the Contractor shall insert the CSDG amount in form C2.3 Summary of Pricing Schedule.

b. Achieving Contract Skills Development Goal (CSDG)

The Contractor shall achieve the CSDG by providing Employment opportunities to Trainees requiring structured workplace learning using one or

a combination of any of the following methods in relation to work directly related to the Contract:

Method 1: Structuresssd workplace learning opportunities for Trainees (LoL) towards the attainment of a part or a full occupational qualification;

This training method shall apply to Targeted Enterprises and Targeted Labour.

Method 2: Structured workplace learning opportunities for apprentices or other artisan Trainees (LoA) towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan Trainees being holders of public FET college qualifications;

This training method shall apply to Targeted Enterprises and Targeted Labour.

Method 3: Work integrated learning opportunities for University of Technology or Comprehensive University students (LoUS) completing their national diploma's;

This training method shall apply to P1 and P2 Trainees, or Trainees with a 240 credits qualification. Both the permanently Employed and temporary Employed Trainees shall be considered under this training method.

Method 4: Structured workplace learning opportunities for candidates (LoC) toward registration in a professional category by a statutory council listed in Table 1 of the Standards.

This training method shall apply to Candidates with 480 credits qualification. Both the permanently Employed and temporary Employed Trainees shall be considered under thistraining method.

No single method shall contribute more than 75 percent of the CSDG. Permanently employed Trainees may not account for more than 33 percent (%) of the CSDG, and not more than one method may be applied to any individual concurrently in the calculation of the CSDG.

c. CSDG Credits

The CSDG shall be calculated by multiplying the number of people Employed by the Contractor and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3 of the Standard, or as revised in a Gazette notice.

The Contractor may source beneficiaries of the CSDG from a Skills Development Agency (SDA) recognised by the CIDB.

All beneficiaries shall be registered with a construction Skills Development Agency (SDA) recognised by the CIDB.

d. Denial of Credits

Credits towards the CSDG shall be denied should the Contractor not fulfil all the requirements listed in clause 3.4 (a) to (f) of the Standards.

e. Compliance with Requirements

The Contractor shall comply with the requirement as set out in clause 4 of the Standards.

f. Records

The Contractor shall submit all the documentation required in terms of clause 4 of the Standards, in a timely manner and according to a prescribed format where applicable.

The Engineer shall certify the value of the credits counted towards the CSDG, if any, whenever a claim for payment is issued to the Employer, and shall notify the Contractor of this amount.

The Contractor shall, upon termination of the opportunities provided to satisfy the CSDG, certify the quantum and nature of the opportunity and submit the certificate, counter-certified by the relevant individual, to the Engineer for record-keeping purposes.

g. Sanctions

Failure to achieve the CSDG shall render the Contractor liable for a penalty as prescribed in clause 8.7 of the FIDIC Conditions of Contract. Penalties shall be as follows:

- Penalty = 0.5 x {[LoAs + LoLs + LoUSs + LoCs]}Where:

LoLs = Monetary Value of the shortfall for structured workplace learning opportunities for Trainees towards the attainment of a part or a full occupational qualification;

LoAs = Monetary Value of the shortfall for structured workplace learning opportunities for apprentices or other artisan Trainees towards the attainment of a trade qualification leading to a listed trade (GG No. 35625,

31 August 2012) subject to at least 60% of the artisan Trainees being holders of public FET college qualifications;

LoUSs = Monetary Value of the shortfall for work integrated learning opportunities for University of Technology or Comprehensive University students completing theirnational Diplomas (LoUS);

LoCs = Monetary Value of the shortfall for structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 of the Standards (LoC), and

- Delay the issuing of the Taking Over/Performance Certificate until all the required records described in clause 5 of the Standards are received.

h. Generic Skills Training

Generic skills shall be taught where the need has been identified and approved bythe Employer and/or the Engineer.

The Contractor shall make representation to the PMT, who shall approve candidatesthat should attend such courses as they deem appropriate. Those selected shall receive formal generic skills training in a programmed and progressive manner. ThePSC 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:

- Basic hygiene and HIV/AIDS awareness;
- Road safety;
- Basic management of the environment;
- Tourism awareness and opportunities;
- Managing personal finance;
- Adult Basic Education and Training (ABET);
- 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.

i. Community Training

Community training shall be taught where the need has been identified.

Community training needs shall be identified by the PSC, 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 PSC 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.

j. **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, wherethe specified work allows for a choice between mechanical or labour-enhanced means, theformer 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 andthe activities on which they were engaged.

Note:

Activities that are conventionally done by labour methods, e.g. gabions, shall not qualifyunder 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.

Although executed as a component of the main contract, the Employer shall registera separate project number for such Community Development Projects and the Contractor shall submit a separate invoice for the Community Development Project.

Community Development Projects shall not add towards the Contractor's CPG and shall be additional efforts towards the Employer's transformation and socio-economic development goals.