THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL X.002-158-2023/1

FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROAD N12 FROM RAND WEST CITY MUNICIPAL BORDER TO GAUTENG / NORTH WEST BORDER, N14 FROM RAND WEST CITY MUNICIPAL BORDER TO GAUTENG / NORTH WEST BORDER, R54 FROM EMFULENI MUNICIPAL BORDER TO GAUTENG / NORTH WEST BORDER, R500 FROM GAUTENG/ NORTH WEST BORDER TO CARLETONVILLE, R501 FROM RAND WEST CITY MUNICIPAL BORDER TO GAUTENG/NORTH WEST BORDER

PROJECT DOCUMENT

BASE DATE: SEPTEMBER 2026

TENDER DOCUMENT
VOLUME 3
BOOK 3 OF 3

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

NAME OF TENDERER: ………………………………………..…………..

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of the Standard Specifications as amended in the Scope of Works.

C2.1.2 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are detailed in the Standard Specifications.

C2.1.3 For the purposes of the Bill of Quantities, the following words shall have the meanings hereby assigned to them.

Unit: The unit of measurement for each item of work as defined in the Standard Specifications or the Scope of Works.

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

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

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

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

Prime cost: Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the Contractor's overhead charges and profit in providing the item or services.

Provisional Sum: A sum (if any) which is specified in the contract as a provisional sum, for the execution of any part of the works or the supply of plant, materials or services under sub-clause 13.5 (Provisional sums).

C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

C2.1.5 It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.satstandards.co.za or www.iso.org for information on standards).

C2.1.6 The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items, and include all duties, taxes (except Value Added Tax) and other levies payable by the Contractor. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

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

C2.1.8 Each pay item should be priced individually in conjunction with the relevant specifications and drawings. No cross subsidisation of pay items will be allowed. Imbalanced rates including zero, all-inclusive and low rates will be requested to be rebalanced in terms of Conditions of Tender C3.9.

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

C2.1.10 Reasonable compensation as informed by benchmarked market related rates will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.

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

C2.1.12 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications.

C2.1.13 The pricing schedules are provided electronically. A printout of the entire completed Bill of Quantities must be signed and attached to the tender as well as an electronic copy of the priced Bill of Quantities. In the event of any discrepancy between the signed printed copy, and the electronically submitted copy, the tender rates in the signed copy will govern. The item numbers and description of the PDF document will govern. For all addenda issued relating to the pricing schedule, the item numbers, description and quantities of the issued document will govern.

C2.2 PRICING SCHEDULE (Incorporating SBD3)

CONTRACT SANRAL X.002-158-2023/1
FOR THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROAD N12 FROM RAND WEST CITY MUNICIPAL BORDER TO GAUTENG / NORTH WEST BORDER, N14 FROM RAND WEST CITY MUNICIPAL BORDER TO GAUTENG / NORTH WEST BORDER, R54 FROM EMFULENI MUNICIPAL BORDER TO GAUTENG / NORTH WEST BORDER, R500 FROM GAUTENG/ NORTH WEST BORDER TO CARLETONVILLE, R501 FROM RAND WEST CITY MUNICIPAL BORDER TO GAUTENG/NORTH WEST BORDER

Notes to tenderer:

1) **If the Form of Offer is submitted but the Pricing Schedule is omitted**
   i. **Where rate only items are applicable**
2) **If a signed Form of Offer is submitted with an incomplete pricing schedule (no summary to tender) that does not balance back to the Form of Offer**
   i. ***Pricing Schedule incomplete**
3) **If a signed Form of Offer is submitted with an incomplete pricing schedule that does not balance back to the Form of Offer**
   i. ***Only summary of Pricing Schedule submitted.**

The tender shall be declared non-responsive tender.

C2.3 SUMMARY OF PRICING SCHEDULE

CONTRACT SANRAL X.002-158-2023/1
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SCHEDULE A:	ROADWORKS....................................	R ....
	(from page …………)	
SUBTOTAL	....	R ....
VALUE ADDED TAX:		
15% of Subtotal	....	R ....…….
TOTAL CARRIED TO C.1.1.1 : FORM OF OFFER		R ....

PART C3: SCOPE OF WORK

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C3 SCOPE OF WORKS

C3.1 PROJECT DESCRIPTION

C3.1.1 SCOPE

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

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

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

C3.1.2 DESCRIPTION OF THE WORKS

C3.1.2.1 Description of site

(a) Location of site

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

The site office shall be in Carletonville.

The term “Site” as defined in the FIDIC Conditions of Contract for Construction, 1999, will comprise the road reserve of existing National Route N12 Section 17 from km 18.90 to 57.45, National Route N14 Section 13 from km 49.70 to 67.96, National Route R54 Section 1 from km 22.10 to 41.66, National Route R500 Section 1 from km 29.20 to 65.10 and National Route R501 Section 3 from km 33.70 to km 68.62. The total project road length is approximately 147.19 km.

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

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

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

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

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

- Grass cutting & bush clearing
- Cutting and maintaining fire breaks
- Fence repairs
- Monitoring for illegal occupation and reporting to the Route Manager

- Monitoring for illegal rubbish dumping and removal
- Monitoring for illegal adverts and removal.

(b) Access to the site

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

(c) Future Provincial Road Transfers and Changes to the Contract Footprint

The Contract Footprint comprises the roads, road reserves, SANRAL-owned properties and associated assets described in this Scope of Work. During the Contract Period the Contract Footprint may be expanded to include a provincial or other public road, or part thereof, within or connected to the geographical footprint when that road becomes a national road or SANRAL formally assumes responsibility for it in accordance with applicable law and the Employer issues the written instruction or Variation required by the Contract.

The anticipated transfer, declaration or proposed handover of a road shall not, by itself, amend the Contract. The Employer shall issue a written instruction or Variation identifying, as far as reasonably practicable, the road and route-section limits, effective responsibility date, available condition and asset information, funding and payment mechanism, and whether any interim emergency or make-safe services are required before full incorporation into routine maintenance.

Except for immediate emergency measures expressly instructed in writing in accordance with this Contract, no routine maintenance work shall be undertaken and no expenditure shall be incurred by the Contractor in respect of a Transferred Road until the Employer has authorised its incorporation into the Contract Footprint.

Following incorporation of a Transferred Road into the Contract Footprint, the Contractor shall submit a revised Contract Programme and resource plan covering personnel, emergency standby, plant and equipment, traffic accommodation, environmental and health-and-safety measures, quality management, Targeted Enterprise work packaging and updated cash-flow forecasts. The Contractor shall submit any required cost proposal and shall proceed in accordance with the instruction, the applicable Contract rates and the Variation/Works Authorisation provisions.

Before or as soon as practicable after operational handover, the Contractor shall participate with the Employer and Engineer in a joint baseline condition and asset handover survey. The record shall include route, section and kilometre limits; geo-referenced photographs; pavement and road-reserve condition; structures, drainage, road furniture and electrical assets; known defects and maintenance backlogs; safety hazards; environmental constraints; outstanding third-party or statutory matters; and any other information reasonably required to distinguish pre-existing defects from subsequent deterioration or damage.

Within 30 days after incorporation, or such shorter period instructed for an emergency handover, the Contractor shall update the applicable ITIS records, incident and asset registers, emergency contacts, route patrol schedules, alternative-route information and maintenance programme. The Contractor and Engineer shall reconcile the Contract Footprint against the current ITIS route-section record at least quarterly and shall record and resolve any material variance before performance reporting or payment certification that relies on route length.

Where incorporation of a Transferred Road materially changes the affected Community, Target Area, available Targeted Enterprise market or planned CPG expenditure, the Contractor shall revise the CPG Plan, Targeted Enterprise procurement programme and related stakeholder arrangements in accordance with Part D and the Employer’s written instruction. No retrospective alteration of tender evaluation preferences or already-achieved participation shall occur unless lawfully authorised.

C3.1.2.2 Nature of work

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

The nature of work to be carried out under this contract includes:
- Establishment of camps on site
- Inspection of the road, structures, waterways, cutting/fill slopes and night inspections
- Accommodation of traffic
- Pavement layers repairs
- Crack sealing and patching of asphalt pavements
- Repair edge breaks and edge drops
- Gravel shoulder repairs
- Repair of slope failures and washaways
- Stabilisation of slopes
- Construction of drainage works to combat erosion
- Cleaning of all drainage structures, including removal of grass and debris from grids, as well as clearing bridge drainage ports and scuppers
- Repairing damaged fencing
- Clearing refuse from the road reserve, lay-byes and interchanges
- Repairing damaged road signs
- Cleaning of road signs
- Installation and replacement of roadstuds
- Repairing damaged guardrails and balustrades
- Road marking
- Regular mowing of grass in the road reserve including the median and the removal of grass cuttings
- Application of herbicide on road edges and around road signs
- Eradication of weeds and undesirable plant growth
- Burning or cutting of firebreaks and assistance with veld fires
- Maintenance of trees and shrubs
- Supply and spreading of topsoil
- Emergency assistance
- Removal of wrecks and abandoned vehicles
- Minor road works done under daywork

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

C3.1.2.3 Detailed description of the project

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

TABLE C3.1.2/1: PROJECT SECTIONS AND APPLICABLE INFORMATION

Route	Section	Kilometre		Length (km)	(m^2) Road Pavement Area *	(ha) Road Reserve Area *
		Start	End			
N12	17	18,90	57,45	38,55	300 690	154,2ha
N14	13	49,70	67,96	18,26	199 144	73,0ha
R54	1	22,10	41,66	19,56	164 304	68,5ha
R500	1	29,20	65,10	35,90	352 000	173,4ha

R501	3	33,70	68,62	34,92	358 128	135,5ha
TOTAL:				**147,19**	**1 374 266**	**604,6**

(a) The route description of National Route N12 Section 17:

(i) Starts at km 18.90 and ends at km 57.45

Type of carriageway	=	Single
Surfacing	=	Double Seal
Toll Plazas	=	None
Road reserve width	=	40m excluding interchanges
Median description	=	Grass

(ii) List of Toll Plazas

None.

(b) The route description of National Route N14 Section 13:

(i) Starts at km 49.70 and ends at km 67.96

Type of carriageway	=	Single
Surfacing	=	km 53.8 – km 67.96: Asphalt km 49.70 – km 53.8: Various existing surfacing seals
Toll Plazas	=	None
Road reserve width	=	40m excluding interchanges

(ii) List of Toll Plazas

None.

(c) The route description of National Route R54 Section 1:

(i) Starts at km 22.10 and ends at km 41.66

Type of carriageway	=	Single
Surfacing	=	Varied surfacing seals
Toll Plazas	=	None
Road reserve width	=	35m excluding interchanges

(ii) List of Toll Plazas

None.

(d) The route description of National Route R500 Section 1:

(i) Starts at km 29.20 and ends at km 65.10

Type of carriageway	=	km 29.20 – km 46.0: single carriageway km 46.0 – km 65.10: dual carriageway
Surfacing	=	Various seal work
Toll Plazas	=	None
Road reserve width	=	35m for single carriageway
	=	60m for dual carriageway excluding interchanges
Median description	=	Grass

(ii) List of Toll Plazas

None.

(e) The route description of National Route R501 Section 3:

(i) Starts at km 33.70 and ends at km 68.62

Type of carriageway	=	km 33.70 – km 48.10: single carriageway km 48.10 – km 68.62: dual carriageway
Surfacing	=	Various seal work
Toll Plazas	=	None
Road reserve width	=	30m for single carriageway
	=	45m for dual carriageway excluding interchanges
Median description	=	Grass

(ii) List of Toll Plazas

None.

(f) Below find all SANRAL owned properties along the route

Project No	RDS Number	Location Description	Road ID	Start Date	Start KM	End KM	Property Area m2	Property Disance from Proj KM
X.002-119-2019/1	RDS02112	Elandsfontein No 144 - IQ	N01217N	2020/11/01	18.9	57.463	34175	0.013

(g) General

For detailed project section descriptions and additional route information / conditions further reference is made hereunder to the Road Condition Report of the specified project included as part of the tender pack.

C3.1.2.4 Time for completion

The Time for Completion of the Works shall be the period stated in the Appendix to Tender and Contract Data. The Time for Completion is 36m months, calculated from the Commencement Date.

C3.1.3 DRAWINGS

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

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

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

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

C3.1.4 POWER SUPPLY AND OTHER SERVICES

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

C3.1.5 CONSTRUCTION IN CONFINED AREAS

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

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

C3.1.6 CONTRACTOR'S CAMP SITE

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

C3.1.7 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

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

C3.1.7.1 Accommodation of traffic

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

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

Where justified by the approved construction methodology, road safety, traffic conditions or the overall cost-effectiveness of the Works, the Engineer may instruct or approve a road, carriageway or lane closure to remain in place overnight, subject to an approved Traffic Accommodation Plan and any applicable restrictions of the Contract.

C3.1.7.2 Crack sealing and pavement failure repairs

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

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

C3.1.7.3 Construction of drainage works to combat erosion

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

C3.1.7.4 Cleaning of drainage structures

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

C3.1.7.5 Clearing of the road reserve

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

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

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

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

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

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

C3.1.7.7 Replacement of roadstuds

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

C3.1.7.8 Environmental requirements

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

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

All waste shall be disposed of in terms of the applicable legislation.
Invasive and alien vegetation eradication control plans shall be drawn up and updated annually, in terms of applicable legislation.
Litter collected shall be recorded (by volume and mass) monthly and kept on file and shall be disposed of at an approved landfill site. Recycling of collected litter shall be undertaken where practicably possible.

C3.1.7.9 Mowing of grass

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

C3.1.7.10 Fire breaks

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

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

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

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

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

C3.1.7.12 Emergency assistance

Emergency assistance under Series M7000 is an all-hazards, 24-hour obligation applicable to any event on or materially affecting the Contract Footprint that threatens life, road-user safety, the environment, road availability or the integrity of SANRAL assets. Events include, without limitation, crashes;

hazardous-material or other spillages; fires; flooding, overtopping, washaways and storm damage; slope failures, rockfalls and sinkholes; bridge, culvert, pavement, electrical or other infrastructure failures; fallen trees or debris; animal incursions; abandoned or obstructing vehicles; theft or vandalism; protests, civil unrest or security incidents; severe weather; and any other emergency or abnormal occurrence requiring immediate road protection, traffic management, make-safe action or network normalisation.

The Contractor shall maintain a 24-hour call-out and escalation arrangement, a current emergency contact register, trained standby personnel and the emergency vehicles, trailer, traffic-control equipment, communications equipment, spill-response materials, warning devices, lighting, tools and other resources specified in Series M7000 and the RIMS procedures. On notification, the Contractor shall mobilise within the specified response time, protect life and the scene, implement temporary traffic accommodation and road closure/diversion measures where authorised, undertake immediate make-safe and normalisation work, and coordinate with the Engineer, RIMS, SAPS, traffic authorities, fire and emergency medical services, disaster management, environmental authorities, utilities and other relevant responders.

Within four (4) months after the Commencement Date, the Contractor shall ensure that designated emergency standby personnel have received the RIMS and dangerous-goods awareness training required by the Employer. The Contractor shall maintain and routinely inspect the specified emergency trailer and equipment, review emergency contact and escalation lists at least quarterly, and, with the Engineer/Route Manager, inspect and verify designated alternative routes at least annually or after a material network change.

The Contractor shall report each emergency immediately on the Employer's designated RIMS/incident communication platform, provide regular situation updates until the incident is closed and stood down, capture the incident and supporting records on ITIS, preserve relevant evidence, record labour/plant/material usage and third-party details for cost recovery, and submit the required incident, cost-recovery and close-out records. Where required, the Contractor shall participate in post-incident assessments, debriefs and simulations and shall implement agreed corrective actions.

Emergency action reasonably necessary to protect life, road users, property or the environment shall not be delayed solely because a final price or Works Authorisation has not yet been agreed. Where the work is not covered by an existing rate, the Contractor shall keep auditable contemporaneous records and the work shall be valued in accordance with the Contract. The Contractor shall immediately notify the Engineer of such Emergency circumstances and within 24 hours of becoming aware the event prepare a works authorization that will identify the appropriate measures required to resolve the circumstance.

C3.1.7.13 Daywork

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

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

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

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

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

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

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

C3.1.7.14 Quality control and finished-surface requirements for Large-area Repairs and Large-area Surface Treatments

C3.1.7.14.1 Definitions and application

For purposes of this Contract:

A Large-area Repair means any pavement repair, pavement-layer reconstruction, mill-and-replace operation, surfacing repair, rut or depression correction, or combination thereof, where the repair:

- exceeds 100 m^2 of continuous repaired area within a traffic lane; or
- extends for more than 25 m continuously in the direction of travel within a traffic lane.

A Large-area Surface Treatment means any slurry, microsurfacing, asphalt surfacing, asphalt overlay, seal or other treatment forming the final trafficked surface which satisfies either of the above limits.
A Large-area Asphalt Surface Treatment means a Large-area Surface Treatment where the final trafficked surface consists of asphalt.

Adjacent or successive repairs or treated areas arising from the same pavement failure, Works Instruction, work order or continuous construction operation shall be considered collectively when determining whether the above limits have been exceeded. The Works shall not be subdivided for the purpose of avoiding the requirements of this Clause.

Small isolated pothole repairs, isolated edge-break repairs and other localised repairs below the above limits shall remain subject to all other applicable requirements of the Contract.
The above limits are RRM enhanced-control thresholds and shall apply irrespective of how the work is classified or measured for payment elsewhere in the Contract.

Before any Works Authorisation is issued for a repair or treatment meeting or exceeding the limits in this Clause, the Contractor shall refer the proposed work to the Engineer in writing, stating the route, section and chainage limits, a description of the condition observed, and the extent of intervention considered necessary.

No such work shall proceed under this Contract until the Engineer has confirmed in writing whether it is to proceed as a Large-area Repair or Large-area Surface Treatment under this Contract — in which case it shall comply with Clauses C3.1.7.14.2 to C3.1.7.14.14 — or is to be dealt with under a separate periodic maintenance, special maintenance or rehabilitation contract.

No payment shall be made under any Pricing Schedule item, Provisional Sum or Works Authorisation for a Large-area Repair or Large-area Surface Treatment executed without such referral and confirmation.

C3.1.7.14.2 Applicable technical requirements

The materials, design, construction and workmanship of every Large-area Repair and Large-area Surface Treatment shall comply with the applicable RRM Standard Specifications and this Scope of Works.

Where this Clause expressly refers to the COTO Standard Specifications for Road and Bridge Works, the latest revision relevant requirements and test methods of Chapters 5, 8, 9, 10 and 20 shall apply only to the extent expressly stated herein.

In the event of a conflict, the requirements of this Contract, including this Clause, shall take precedence. No approval or acceptance by the Engineer of a material, mix design, repair design, method statement, Quality Plan, Inspection and Test Plan, trial section or construction process shall relieve the Contractor of responsibility for achieving the specified finished product.

C3.1.7.14.3 Investigation and definition of the repair

Before commencing a Large-area Repair, the Engineer shall investigate the nature, extent and probable cause of the failure and shall confirm the proposed limits and depth of repair.

The investigation shall include, where relevant, visual assessment, existing pavement information, test-pit information, DCP testing, coring, material testing, drainage condition and such other investigations as are reasonably necessary to determine the extent of sound pavement material.

The Contractor shall not merely replace visibly failed surfacing where the observed distress originates from failure of an underlying pavement layer.

The boundaries of the repair shall be extended as necessary to remove unsound, contaminated, debonded, inadequately compacted or otherwise defective material and to provide a sound and uniform support condition.

The location, extent, depth and pavement-layer composition of every Large-area Repair shall be recorded before construction proceeds.

C3.1.7.14.4 Quality Plan, Inspection and Test Plan and method statement

Before commencing any Large-area Repair or Large-area Surface Treatment, the Contractor shall submit an activity-specific Quality Plan, Inspection and Test Plan and method statement to the Engineer for acceptance.

These documents shall identify the repair limits and chainages; cause and nature of the failure; proposed pavement-layer configuration and thicknesses; approved material sources and mix designs; construction equipment; sequence of operations; traffic accommodation; weather and temperature limitations; process-control tests; sampling locations and frequencies; acceptance tests; hold points; dimensional and surface-finish requirements; macrotexture testing; riding-quality testing where applicable; records to be maintained; and the procedure for dealing with non-conforming work.

Permanent work shall not commence until the relevant documentation has been accepted by the Engineer.

Any material change to a material source, asphalt or slurry mix, construction equipment, construction methodology or other parameter demonstrated during an accepted trial shall be submitted to the Engineer before implementation and may require a new trial.

C3.1.7.14.5 Hold points

Unless otherwise agreed in writing by the Engineer, the following shall constitute mandatory hold points:

Hold Point 1 – prepared excavation or substrate: the Engineer shall be afforded the opportunity to inspect the completed excavation, milled surface or prepared substrate before any replacement layer, bond coat or surfacing is placed.

Hold Point 2 – pavement layers: each reconstructed pavement layer shall be inspected and the required process-control results shall be available before that layer is covered by the subsequent layer.

Hold Point 3 – final surface: the completed final trafficked surface shall be subject to the specified dimensional, workmanship, macrotexture and, where applicable, riding-quality acceptance requirements before final acceptance of the work.

Release of a hold point shall not relieve the Contractor of responsibility for latent non-conformance.

C3.1.7.14.6 Process quality control and acceptance quality control

The Contractor shall establish and maintain a comprehensive Process Quality Control system for all Large-area Repairs and Large-area Surface Treatments.

The Contractor’s process control shall be sufficient to demonstrate that all materials, layer thicknesses, densities, mix properties, application rates, temperatures, levels, crossfalls, joints and finished-surface properties comply with the Contract.

Process-control testing required to demonstrate the Contractor’s compliance shall be undertaken at the Contractor’s cost unless expressly stated otherwise in the Pricing Schedule.

Specialist acceptance-control testing required by this Clause to demonstrate compliance — including instrumented macrotexture (MPD) surveys under Clause C3.1.7.14.10 and IRI profiling under Clause C3.1.7.14.11 — forms part of the Works and shall be arranged and paid for by the Contractor, whether performed by the Contractor’s own personnel or by an approved specialist service provider engaged by the Contractor. The Engineer may additionally undertake, or instruct the Contractor to carry out, further Acceptance Quality Control testing in accordance with Sub-Clause 7.4 [Testing]; such additional testing shall not replace or reduce the Contractor’s process-control and acceptance-testing obligations under this Clause.

Materials or completed work shall not be regarded as complying merely because an individual acceptance test has passed where the Contractor has failed to implement the required process-control system.

C3.1.7.14.7 Lots, sampling and testing

A Large-area Repair constructed using substantially uniform materials, plant and construction processes shall be divided into identifiable lots for quality-control purposes.

Unless otherwise accepted by the Engineer before construction, a lot shall comprise the lesser of: the area produced using substantially the same materials and construction process during one day’s production; or the individual Large-area Repair.

The Engineer may subdivide a lot where there is a change in material source, mix, underlying condition, construction process, production quality or any other factor likely to affect uniformity.

Testing frequencies shall not be less than those specified in the applicable RRM Standard Specification. Where the RRM Standard Specification does not prescribe an appropriate testing frequency or acceptance procedure for the work concerned, the applicable principles and minimum testing requirements of COTO Chapter 20: Quality Assurance shall apply.

For asphalt work, process and acceptance control shall include, as applicable to the specified mix, aggregate grading, binder content, void properties, compaction or density, layer thickness, asphalt temperatures, joints and finished-surface properties.

Special asphalt mixes including SMA, UTFC, porous asphalt, EME and other specialised products shall comply with the mix-specific requirements applicable to those products and shall not automatically be assessed against requirements intended for conventional continuously graded asphalt.

C3.1.7.14.8 Construction and workmanship

All excavated and reconstructed pavement layers shall comply with the specified material quality, thickness, moisture and compaction requirements applicable to the particular layer.

No material shall be covered before the required process-control testing has been completed and the applicable hold point has been released.

The completed repair shall tie smoothly into the existing pavement and shall not create an abrupt step, depression, hump, ridge, ponding area or adverse change in crossfall.

The completed surface shall be free from segregation, tearing, shoving, roller marks, open joints, loose material, ravelling, bleeding, binder-rich areas, depressions and other visually evident defects.

The existing drainage path and effective crossfall of the road shall be maintained or improved. A completed repair shall not create localised ponding in or adjacent to the travelled way.

Where asphalt joints form part of the final trafficked surface, the joints shall be properly cut, bonded and compacted and shall provide a neat, dense and watertight transition. The difference in level across a finished asphalt surfacing joint shall not exceed 3,0 mm.

New asphalt shall not be opened to traffic until it has cooled sufficiently to prevent deformation, picking-up or damage and, unless otherwise approved by the Engineer for the particular mix, its surface temperature shall not exceed 50°C at the time it is opened to traffic.

C3.1.7.14.9 Local surface regularity and tie-in requirements

Irrespective of whether an IRI requirement is applicable, every Large-area Repair shall provide a smooth transition to the adjacent existing pavement.

When measured with a 3,0 m straightedge, the finished riding surface of a Large-area Repair shall not deviate from the bottom of the straightedge by more than:

Application	Maximum local irregularity
Final asphalt surfacing on a freeway	4,0 mm
Other Large-area Repairs and repair tie-ins	5,0 mm

The straightedge shall be applied longitudinally in each wheel path and transversely across the repair, including all longitudinal and transverse tie-ins.

No abrupt step or edge shall be permitted at any repair interface.

C3.1.7.14.10 Surface macrotexture

All Large-area Surface Treatments shall provide a safe, uniform and durable surface macrotexture appropriate to the operating speed, traffic and site conditions.

Unless a higher requirement is specified elsewhere in the Contract, the completed final trafficked surface shall comply with the following minimum Mean Profile Depth (MPD):

Operating or legal speed	Minimum MPD
≤ 50 km/h	0,5 mm
> 50 km/h and < 70 km/h	0,7 mm
≥ 70 km/h	0,9 mm

Where another provision of the Contract, an applicable seal specification or a product-specific requirement specifies a higher macrotexture, the higher requirement shall apply.

Macrotexture shall preferably be measured instrumentally in accordance with the pavement-testing principles of COTO Chapter 20/TMH13, with MPD determined in accordance with ISO 13473-1 and results recorded at nominal 10 m intervals over the applicable treated area.

For short or irregular areas where instrumental MPD measurement is not reasonably practicable, the Engineer may approve an appropriate recognised alternative texture measurement method and corresponding acceptance criterion before testing takes place.

Where rolled-in precoated aggregate is used on asphalt, the finished macrotexture shall in no event be less than the applicable COTO requirement for the treatment and shall additionally comply with the speed-dependent requirement above. COTO itself requires at least 0,8 mm texture for asphalt with rolled-in chippings unless another value is specified.

Fine-grade slurry shall not be used as the final trafficked surface of a Large-area Surface Treatment unless specifically approved in writing by the Engineer following an accepted trial demonstrating compliance with the specified finished-surface macrotexture and workmanship requirements.

The surface shall be free from smooth, closed-textured and binder-rich areas.

C3.1.7.14.11 Riding quality of Large-area Asphalt Surface Treatments

In addition to the local surface-regularity requirements above, the final riding quality of a Large-area Asphalt Surface Treatment shall be assessed by International Roughness Index where the continuous asphalt treatment extends for 100 m or more in the direction of travel, and extends over sufficient width to include both wheel paths of the trafficked lane so that a representative lane IRI can be determined.
For such work, a baseline Average IRI100m, designated IRIb, shall be established before commencement of the asphalt treatment.

The baseline may be obtained from the Employer's validated network roughness measurements provided that such measurements are not more than 12 months old and remain representative of the surface immediately before the work. Where suitable data are unavailable, the Contractor shall arrange a pre-construction profile survey.

Where the failed area itself produces an unrepresentative baseline, the Engineer may determine an appropriate representative baseline from the adjoining pavement or other relevant pre-construction measurements.

The longitudinal profile shall be determined in both wheel paths, nominally 1,75 m apart, and processed to obtain Average IRI values over 100 m sections in accordance with the principles of COTO Clause A9.1.8.4 and Chapter 20.

An appropriately validated inertial laser profilometer shall normally be used. Where the length, geometry or operating conditions make high-speed profiling impracticable, a validated Class 1 direct-contact or walking profiler may be used with the Engineer's prior approval.

COTO requires both wheel tracks and 100 m IRI values and averages three inertial-profiler runs. COTO Chapter 5 also expressly recognises a Class 1 Walking Profiler for shorter rehabilitation work.
The Target IRI100m for the completed asphalt treatment shall be determined as follows: Target IRI100m = max [1,05 ; IRIb × {1 − (NAT / 100)}], where IRIb = Average IRI100m before construction of the asphalt surfacing, in m/km, and NAT = total new asphalt surfacing thickness applied over the section, in millimetres.

For purposes of this RRM Contract, a completed 100 m section with an Average IRI100m not exceeding the calculated Target IRI100m shall comply with the riding-quality requirement.

A section exceeding the Target IRI100m shall be regarded as non-conforming. It shall be rectified and retested unless the Employer, on the Engineer's written technical recommendation, specifically approves conditional acceptance.

There shall be no automatic entitlement to a reduced payment in lieu of rectification.

The positive or negative payment-adjustment factors contained in the COTO asphalt specification shall not automatically apply to this RRM Contract unless specifically incorporated into the Pricing Schedule.
Any section requiring corrective work shall be corrected by an accepted method that restores the required layer integrity, profile, thickness and surface properties. Milling and reinstatement shall be the normal corrective approach where local surface correction would compromise the asphalt layer.
All retesting following non-compliance shall be at the Contractor's cost.

For asphalt treatments of less than 100 m continuous length, or treatments that do not extend sufficiently across the lane for representative IRI determination, riding quality shall be assessed using the straightedge requirements of Clause C3.1.7.14.9 rather than an artificially derived short-length IRI.

C3.1.7.14.12 Trial sections and first-production verification

A representative trial or first-production section shall be required where a new asphalt mix, slurry mix, material source, construction process, major item of equipment or surface-texturing method is introduced.

The Engineer may permit the initial portion of the permanent work to serve as the trial where this is appropriate to the scale and nature of an RRM repair.
The trial shall demonstrate, as applicable, material uniformity, mixing, placement, compaction, layer thickness, surface finish, joints, macrotexture and the ability of the proposed plant and process to achieve the specified requirements.

Where materials, mix design, plant or process subsequently change materially, or where production shows recurring non-conformance, the Engineer may require a further trial at the Contractor's cost.

C3.1.7.14.13 Quality records

The Contractor shall maintain a complete quality record for every Large-area Repair and Large-area Surface Treatment.

The record shall include the Works Instruction; route, section and kilometre limits; repair dimensions and depth; photographs before, during and after repair; pavement layers removed and replaced; material sources and delivery records; approved mix designs; weather conditions; relevant temperatures; plant and equipment used; process-control measurements; compaction records; samples and laboratory test results; thickness measurements; hold-point releases; non-conformance reports; corrective actions; macrotexture results; roughness results where applicable; and final acceptance records.

The quality record shall be submitted to the Engineer in the agreed electronic format and shall be uploaded to the applicable SANRAL quality-assurance system, including SARDS/ITIS where such functionality is available.

No Large-area Repair shall be regarded as finally complete for certification until the required quality record has been submitted.

C3.1.7.14.14 Acceptance, remedial work and payment

A Large-area Repair or Large-area Surface Treatment shall not be accepted solely because the specified quantity of material has been placed or because an individual material test complies.

Acceptance shall require compliance, as applicable, with material quality, layer thickness, compaction, dimensional tolerances, workmanship, joints, local surface regularity, macrotexture and riding-quality requirements.

Work failing to comply shall be regarded as non-conforming work and shall be rectified and retested at the Contractor's cost.

Payment of any non-compliance charge or delay penalty shall not entitle the Contractor to leave defective work unrectified.

The tendered rates for the work shall include the Contractor's Quality Plan, Inspection and Test Plan, process-control testing, routine trials, quality records, specialist acceptance-control testing required by this Clause to demonstrate compliance — including instrumented IRI and macrotexture surveys, whether performed by the Contractor or an approved specialist service provider engaged by the Contractor — and all normal measures necessary to achieve compliance, unless a separate payment item is expressly provided.

Additional or independent verification surveys that the Engineer elects to commission beyond what this Clause requires may be paid under a specific scheduled item, Provisional Sum or Prime Cost Sum where provided. All repeat specialist testing necessitated by the Contractor's non-compliance shall be at the Contractor's cost.

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

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

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

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

TABLE C3.1.8/1: PROGRAMME OF CONTRACTS

SECTION	WORKS DESCRIPTION	PERIOD	
		FROM	TO
R501 Section 3	Upgrading	TBC	TBC
R500 Section 1	Reseal	TBC	TBC

C3.1.9 PROGRAMME, RESTRICTION AND COMPLETION OF ACTIVITIES

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

C3.1.9.1 Programme

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

The Engineer will determine the extent and frequency of the work to be executed in terms of the contract, as certain activities are dependent upon the climatic conditions encountered during the period of the contract. The Engineer will agree on an annual programme of work per route section with the Contractor. Reference is made to clause M0203 of the Standard Specifications which specifies the requirements for the submission of a programme.

The frequency and commencement period of some of the key activities, some of which are only on the instruction of the Engineer, are scheduled in Table C3.1.9/1

TABLE C3.1.9/1: FREQUENCY AND COMMENCEMENT PERIOD OF ACTIVITIES

Activity	Frequency	Start period
M0400: Route patrol	7 days, daily. **Two (2) Teams required.**	At commencement of contract
M3200: Clearing of road reserve	Urban road: Weekly and as directed by the Engineer Rural road: Monthly and before a long weekend and as directed by the Engineer	At commencement of contract
M6100: Controlling vegetation growth 1. Shoulder mow 2. General mow	4 to 5 times a year or as directed by Engineer	At commencement of contract

C3.1.9.2 Restriction on maintenance activities

Certain maintenance activities will be restricted on days with increased traffic flows. These days will be, for example, the day of school closure, over long weekends and public holidays. The Contractor must allow for these restrictions in his programme and no extension of time or claims in this regard will be considered.

Normal routine maintenance involving lane closures (except in the event of emergency normalisation) shall be restricted on the days and for the periods stated in Table C3.1.9/2.

TABLE C3.1.9/2: RESTRICTION ON MAINTENANCE ACTIVITIES

Day(s)	Activity to be restricted	Period of restriction
School closures in Gauteng Province	Lane closures, except in the event of emergency normalisation	From 12:00 on the day of closure until 07:00 on the following day
Easter weekend	Lane closures, except in the event of emergency normalisation	From 12:00 on Thursday until 07:00 on Tuesday
Long weekends and public holidays	Lane closures, except in the event of emergency normalisation	From 12:00 on the day preceding commencement of long weekend or public holiday until 07:00 on the day following the long weekend or public holiday
13 to 17 December and 2 to 8 January	Lane closures, except in the event of emergency normalisation	From 00:00 on the commencement date of the restriction until 24:00 on the last date of the restriction

C3.1.9.3 Completion time of specified activities and penalties

Generally, the maintenance activities covered by this contract will be on a continuous basis. However, certain specified activities are considered to be a priority or are critical, and it is a condition of contract that they shall be completed or responded to as specified, after receiving an instruction from the Engineer.

Should the Contractor fail to complete the specified activity or respond timeously, or comply with the specifications, he shall be liable for delay damages or a penalty as specified in Table C3.1.9/3. The delay damages or penalty that is applicable on work undertaken by subcontractors that qualify in terms of the definition, and which has been sublet according to the specifications for the tender process, shall be apportioned between the Contractor and subcontractor in the ratio of 50/50.

Definitions:

Completion time:
Completion time is defined as that period from the date on which an instruction is received by the Contractor from the Engineer, to the date of full completion.

Responding time:
Responding time is defined as that period from the time on which an instruction is received by the Contractor from the Engineer, to the time of reporting at the place of the required activity, by the designated standby supervisor and team.

These activities, specified times, delay damages, and including penalties for work not complying with the specifications, are indicated in Table C3.1.9/3.

Notes:
(a) Indicated day means a calendar day.
(b) There shall be no reduction of delay damages or penalty for partial completion of works.
(c) Delay damages and penalties as specified in Table C3.1.9/3, as well as elsewhere in the Scope of Work shall be deducted from the amount Ac as defined in sub-clause 13.8 of the Particular Conditions of Contract, prior to multiplying the amount Ac by the Contract Price Adjustment Factor.
(d) Payment of delay damages or a penalty shall not absolve the Contractor of any claims, or relieve the Contractor of any of his duties, obligations or responsibilities under the contract.

TABLE C3.1.9/3: SPECIFIED ACTIVITY PERIODS, DELAY DAMAGES AND PENALTIES

Activity	Completion time or inspection frequency	Responding time	Penalty for late responding	Penalty for late completion	Penalty for not to specification
Programme					
1. Not submitting monthly Programme	Monthly			R1000/day	
SERIES M0000: GENERAL					
M0400 Route Patrol Services					
1. Not submitting daily reports	Daily				R500/day
2. Equipment missing as specified	Daily				R200/article
3. Temporary pothole repair	Daily	2 days		R5000/ day	
M0500 Accommodation of traffic					
1. Lane closure not to specification	Daily Inspection				R5000/closure
2. Sign not to specification	Daily				R500/sign
3. Late or no Traffic Management Plans in place where work has commenced					R1000/day
SERIES M1000: PAVEMENT MAINTENANCE					
M1100 Pavement layer repairs					
1. Mill and pave	Programme	14 days	R5000/day	R10,000/day	

Activity	Completion time or inspection frequency	Responding time	Penalty for late responding	Penalty for late completion	Penalty for not to specification
operation					
2. Repair of potholes, edge breaks and surface failures		7 days	R5000/day	R5000/day	R10,000/section
M1200 Repair of potholes, edge breaks and surface failures					
1. Permanent repair of potholes and surface failures	Programme	7 days	R5000/day	R5000/day	
2. Repair of edge breaks	Programme	7 days	R500/day	R50/metre/day	
M1700 Repair of slope failures and washaways	1 month	7 days (from which works area can be accessed)	R500/day	R500/day	
SERIES M2000: DRAINAGE MAINTENANCE					
M2300 Cleaning of waterway structures	14 days			R500/day	
M2400 Cleaning of prefabricated culverts	Job Instruction	7 days	R500/day	R500/culvert/day	R500/ culvert /day
M2500 Cleaning of concrete drains and culvert channels	Job Instruction	7 days	R500/day	R50/metre/day	R5000/section
M2600 Cleaning and maintenance of existing earth drains	Job Instruction	7 days	R500/day	R50/metre/day	
M2700 Edge build-up removal	Job Instruction	7 days	R500/day	R50/metre/day	R5000/section
SERIES M3000: ROADSIDE MAINTENANCE					
M3100 Fencing					
1. No livestock	14 days	2 days	R1000/day	R5/metre/day	R5000/section
2. Livestock	2 days	2 days	R500/day	R10/metre/day	R5000/section
3. Urban environment	7 days	2 days	R500/day	R15/metre/day	R5000/section
M3200 **Collection and removal of debris and litter**	Programme			R500/day	25% of tendered rate per section plus the R500/day
M3300 **Shoulder repairs**	Programme			R1000/day	
SERIES M4000: ROAD TRAFFIC SIGNS AND ROADSIDE FURNITURE					
M4100 Erection and repair of permanent road traffic signs					
1. R-Series	2 days	1 day	R500/day	R500/sign/day	R 5000/sign
2. W-Series	2 days	1 day	R500/day	R500/sign/day	R 5000/sign

Activity	Completion time or inspection frequency	Respondi ng time	Penalty for late respond ing	Penalty for late completion	Penalty for not to specification
3. G-Series (after delivery)	21 days	4 days	R500/day/batch	R500/sign/day	R 5000/sign
M4400 Guardrail erection and maintenance					
1. Repair	7 days			R1000/day/ incident affected section	
2. Safeguard area		4 hours	R200/hour		
3. Overlap					R500/day/instance
SERIES M6000: VEGETATION MAINTENANCE					
M6100 Controlling vegetation growth: Mowing and cutting					
1. Shoulder mowing	6 weeks			R100/km/day	R1000/section
2. General mowing	2 months			R100/km/day	R1000/section
3. Mowing operation more than 7.0 km ahead of labourers finishing behind	Inspection				R1000/incident
4. Mowing both sides of single carriageway	Inspection				R10 000/incident
M7000 Emergency assistance					
M7200 All-emergency normalisation					
1. Accident restoration and clearing of spillages		1 hour	R500/hour		
2. Sheltering of animals		1 hour	R500/hour		
3. Fire fighting		1 hour	R500/hour		
4. Safeguard of dangerous areas		1 hour	R5000/hour		
SERIES M0000: GENERAL					
1. OH&S Plan	As specified				R1000/incident
2. Quality Assurance System	As specified				R1000/incident
3. Other specified or programmed activity				R5000/day	
4. Any particular, routine or non-routine activity on instruction of the Engineer				R5000/day	
5. Appointment of subcontractors	Within 6 months of the Contract Commencement (date)			R10000/day	
6. Environmental infringement					R1000/incident/day
7. Employing labour outside the agreed PLC process for labour employment - Applicable to Main Contractor and Subcontractors					R5000/person/day

Activity	Completion time or inspection frequency	Respondi ng time	Penalty for late respond ing	Penalty for late completion	Penalty for not to specification
8. No mentoring Programme	Within 6 months of the Contract Commencement (date)				R5000/Subcontractor /month
9. Subcontractor reporting	Monthly			R500/day/subcontract or	R500/day/subcontract or
10. Late Payment of Subcontractors	Monthly			R3000/ day / Subcontractor	
11. Failure to achieve annual CPP milestone – D3003.05	Annual				R10,000 per percentage point of non-achievement of interim 30% CPP requirement – D3003.05 (annual provisions) Example - 22% achieved of CPP results in a penalty of R80000. Calculations Outstanding CPP Milestone 30%-22% = 8% Penalty calculation 8%x R10000= R80000

C3.1.10 LEGAL REQUIREMENTS

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

(i) Constitution of the Republic of South Africa, 1996 (Act No 108 of 1996);
(ii) Public Finance Management Act, 1999 (Act No 1 of 1999);
(iii) Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
(iv) Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003); and
(v) Construction Industry Development Board Act, 2000 (Act No 38 of 2000) and Regulations;
(vi) Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and all its Regulations;
(vii) Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993);
(viii) rates for wages and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry in terms of the Labour Relations Act, 1995 (Act No 66 of 1995).
(ix) National Water Act Act No 36 of 1998
(x) National Veld And Forest Fire Act 101 OF 1998
(xi) National Environmental Management: Biodiversity Act, No. 10 of 2004
(xii) National Environmental Management: Waste Act 59 OF 2008
(xiii) National Environmental Management: Integrated Coastal Management Act, No. 24 of 2008
(xiv) National Environmental Management Act, Act No. 107, 1998

(xv) Conservation Of Agricultural Resources Act 43 Of 1983
(xvi) National Environmental Management: Air Quality Act, 2004 (Act No 39 of 2004)

In addition to the above, tax compliance verification shall be undertaken in accordance with National Treasury Instruction No. 9 of 2017/2018 and applicable Treasury prescripts. The Contractor and subcontractors shall provide the SARS TCS PIN, consent and other information reasonably required by the Employer to verify tax compliance through the SARS Tax Compliance Status system for the duration of the Contract.

C3.1.11 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall be responsible for construction according to an Environmental Management Plan in terms of Section C3.3 of the Scope of Work.

The Contractor must take the utmost care to minimise the impact of his establishment and other construction activities on the environment and must adhere to the requirements as set out in Section C3.3 of the Scope of Work. Where the contractor fails to adhere to these requirements, the specifications in Section C3.3 provide the methodology of the remedy.

C3.1.12 TARGETED PROCUREMENT

The South African National Roads Agency SOC Limited (SANRAL) is committed to the implementation of Government's policies and in turn expects the same from its contractors. In order to comply with the objectives of its preferential procurement policy, SANRAL will utilise its targeted procurement procedure which is the process used to create a demand for the services and supplies of, or to secure the participation of, targeted enterprises in contracts.

Accordingly, it is a requirement of this project that the Contractor is familiar with the specifications that relate to the transformation of the construction industry through the following:
(i) adherence to the policies and initiatives of the Government;
(ii) employment of targeted enterprises;
(iii) provide mentoring, guidance and assistance to subcontractor targeted enterprises;
(iv) arrangement of engineering skills, entrepreneurial skills and generic skills training programmes for subcontractor targeted enterprises, for which provision has been made in the Bill of Quantities;
(v) liaison with government institutions and community-based structures; and
(vi) facilitating a wellness program for site employees and their relatives.

In this regard, Part D of the Scope of Work covers the Contractor's requirements in detail, as well as defining the procurements targets.

C3.1.13 OCCUPATIONAL HEALTH AND SAFETY

In terms of the Construction Regulation 2014, 5(1)(b) of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the South African National Roads Agency SOC Limited, as the Employer, is required to compile a specification on health and safety for the project. Section C3.5 of the Scope of Work contains the specification that regulates the Contractor's construction methods to ensure health and safety of his employees, subcontractors and the public.

C3.1.14 CHANGES TO SCOPE OF WORK

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount. Reference is made to the standard specification M0208 (i).

C3.1.15 CONTRACTOR PERFORMANCE REPORTS

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

The standard for contractor performance reports provides for a uniform and consistent method of assessment of the performance of the Contractor with respect to the following project parameters regarding the Contractor meeting its contractual obligations and achievement of targets:
(i) time management;
(ii) cost management;
(iii) quality management;
(iv) health and safety management;
(v) management of site conditions; and
(vi) management of subcontractors (including payment).

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

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

The Contractor will be responsible for the submission of monthly performance reports of the subcontractors which will be used to monitor and evaluate the subcontractor's performance throughout the contract. The Employer's standard evaluation template will be made available and should be used for these evaluations.

The Contractor shall maintain a Third-Party Incident and Claims Register for the duration of the Contract. The register shall include every incident and third-party claim notified to or received by the Contractor, Engineer or Employer, regardless of the Contractor's view of liability, and shall be cross-referenced to the applicable ITIS Incident Module entry, RIMS incident report and other relevant site or OHS records.

The register shall record, as a minimum, the incident date and location, claimant and claim reference, nature and estimated value of the claim (where known), date notified to the Engineer and Employer, date notified to the insurer and/or broker, insurer claim/reference number, applicable policy, Contractor's position and supporting reasons, insurer's position, actions taken, current status and final outcome. The Contractor shall submit the updated register with each monthly performance report and whenever reasonably requested by the Engineer or Employer.

C3.1.16 INTEGRATED TRANSPORTATION INFORMATION SYSTEM

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

ITIS is an integrated approach to the sharing and inter-relating of technical performance information for the Employer and relies on people following procedures to populate system with data. ITIS currently consist of the following platforms:

- ITIS Web – Web enabled portal providing online access to various functions, workflows and reports.
- ITIS Desktop – Offline data capture tool enabling the capture of information offline, validation and then synchronisation of data with the ITIS database.
- ITIS Mobile – Application (Android 6 or later) that allows the in-field capture of information using a smart phone or tablet (must have camera and GPS), validation and then synchronisation of data with the ITIS database.

The Employer then has several ITIS modules running on any of the above ITIS platforms which affect the Contractor, who will need to use these modules to perform certain procedures and to provide required information. The current modules applicable to routine road maintenance and their description are as follows:

(i) Contract Module – management of contracts;
(ii) Routine Road Maintenance Module - issuing of job instructions (estimates, photographs and workflows) and preparing the payment certificate;
(iii) Incident Module – recording of incidents on site; and
(iv) Project Information Module – employment and training data.
(v) For emergency incidents, the Contractor shall use the Incident Module and the Employer's designated live communication platform to report the incident immediately, update status until stand-down, record incident location and road closure information, and upload the supporting incident and cost-recovery records required by RIMS.
(vi) For any Transferred Road incorporated into the Contract Footprint, the Contractor shall cooperate with the Engineer to verify route, section and kilometre limits and to populate or update the relevant Contract, RRM, Incident and asset records on ITIS so that the maintained network, job instructions and performance reporting correspond to the approved Contract Footprint.

User manuals for the different ITIS functions are available on the ITIS Portal at https://itis.nra.co.za/portal/Default/Index. To access them, you must first register successfully as a Public User. Once registered and logged in, the manuals can be found under the MyAccount and User Manuals sections of the portal.

C3.1.16.1 Routine Road Maintenance ITIS Module

The Employer's ITIS module is managed by the Engineer, which records the work done and prepares a payment certificate. The timelines for the various stages of the Interim Payment Certificate from the initial preparation by the Engineer, to the submission by the Engineer to the Employer for payment, will be identified by the Employer, and may vary in certain months due to financial deadlines, or shutdown periods.

The work flow sequence is as follows:

(i) Work is identified by the Engineer or Contractor using ITIS mobile application.
(ii) The Engineer then issues a Job Instruction for the work to be executed, complete with measurement and rates of the work to be executed via the ITIS mobile application.
(iii) Engineer prepares an interim Job Instruction for the work to be executed.
(iv) Contractor determines whether he will do the work or allocate the work to an appointed subcontractor using the ITIS mobile application.
(v) On arrival at location, the Contractor/subcontractor capture various stages of progress of the works using ITIS mobile application.
(vi) On completion of the work, the Contractor provides measurement of the work executed via the ITIS mobile application, which the Engineer checks for quality and measurement acceptance.
(vii) The Engineer signs off the details of the Job Instruction, partially or fully completed, on ITIS module.
(viii) On a measurement date determined by the Engineer the completed Job Instructions shall be included in a payment certificate, the Engineer shall provide a draft payment certificate to the Contractor for checking purposes.
(ix) The Contractor shall notify the Engineer of any amendments or corrections to the draft payment certificate.
(x) The Engineer shall then prepare the Interim Payment Certificate from ITIS module for submission by the Contractor as his Statement in terms of sub-clause 14.3 of the FIDIC Conditions of Contract, for approval by the Engineer and submission to the Employer for payment.

C3.1.17 PERSONNEL REQUIREMENTS

C3.1.17.1 Key personnel

The key persons required for this contract are detailed in the table in paragraph C3.1.17.2 according to the CIDB contractor grading designation determined for the contract.

The names of the Contractor's key persons are shown in Form C1.2.3 Contract Data – Information Provided by the Tenderer.

C3.1.17.2 Minimum requirements

The minimum requirements with regards to qualification, registration and experience in the civil engineering/road construction field, for the Contractor's key personnel shall be as indicated in the table below, according to the CIDB contractor grading designation determined for the contract.

Key person	Contracts advertised for up to 6CE		Contracts advertised for 7CE or higher	
	Minimum technical qualification or registration	Minimum relevant experience (years)[1]	Minimum technical qualification or registration	Minimum relevant experience (years)[1]
Contract Manager	None specified	10	None specified	15
	National Diploma in Civil Engineering	7	PrTechni with ECSA[2] or PrCM with SACPCMP[3]	7
	NQF 6 in Civil Engineering	7	NQF 6 in Civil Engineering	10
Contractor's Representative (Construction Manager - Site Agent)	None specified	10	None specified	10
	National Diploma in Civil Engineering	5	PrTechni with ECSA[2] or PrCM with SACPCMP[3]	7
	NQF 6 in Civil Engineering	5	NQF 6 in Civil Engineering	10
Construction Health and Safety Officer (CHSO)	CHSO with SACPCMP	As required by SACPCMP	CHSO with SACPCMP	As required by SACPCMP
Targeted Group Development Coordinator	NQF 6 in Civil Engineering	10 in construction	NQF 6 in Civil Engineering	10 in construction
Targeted Procurement Co-ordinator	NQF 6 in Civil Engineering	8 in construction	NQF 6 in Civil Engineering	8 in construction
Designated/Dedicated Environmental Officer (DEO)	NQF 6 Environmental/Natural Sciences or similar	2	NQF 6 Environmental Management/Natural Sciences or similar	2

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

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

3 South African Council for Project and Construction Management Professions.

The Contractor's Representative, Targeted Procurement Co-ordinator and the Targeted Group Development Coordinator are dedicated positions and they cannot occupy the position of another Key person.

For any proposed change in key personnel during the contract, the Contractor shall submit to the Engineer for consent the name and particulars of the key person the Contractor proposes to appoint. The Contractor shall not, without the prior consent of the Engineer, which consent shall unreasonably withheld, revoke the appointment of the Contractor's key personnel or appoint a replacement.

C3.1.18 LOCAL PRODUCTION AND CONTENT

The Department of Trade and Industry in consultation with National Treasury has designated the construction sector and determined the stipulated minimum threshold for steel products and component for construction for the state procurement for local production and content. Section C3.6 of the Scope of Work contains the specifications for local production and content.

C3.2 PARTICULAR SPECIFICATIONS

The Standard Specifications for Routine Road Maintenance, April 2019 as amended by particular specifications, shall apply to this contract. The particular specifications comprise standard and particular amendments issued by South African National Roads Agency SOC Ltd, and are set out in this section.

C3.2.1 STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following standard amendments shall apply.

Add the following to Series M0402 (b)(xii) after the last full stop

"the Video taken on road under maintenance, remains the SANRAL property and must be kept in a usable and functional manner for 3 years from the date of capture."

Add the following to Series M1000: Pavement Maintenance

"Notwithstanding any other provision of the Standard Specifications, all work executed under Series M1000, including work under M1100 Pavement Layer Repairs and M1200 Repair of Potholes, Edge Breaks and Surface Failures, that satisfies the definition of a Large-area Repair or Large-area Surface Treatment shall comply with Clause C3.1.7.14 of the Scope of Works.

The requirements of Clause C3.1.7.14 shall also apply to any other M-series payment item used to execute a Large-area Repair, asphalt surfacing, slurry, microsurfacing or other Large-area Surface Treatment.

Where the requirements of Clause C3.1.7.14 impose a higher quality-control, surface-regularity, macrotexture or riding-quality requirement than the relevant M-series clause, the requirements of Clause C3.1.7.14 shall apply."

Item M050.02
Add the following sub-item:

Item	Unit
(e) Extra-over for maintaining approved overnight closures	**night**

The unit of measurement shall be the night. A night for the purposes of this item shall mean any period between 17:00 and 08:00 during which approved Works are actively undertaken. The unit of measurement shall be the night during which a road, carriageway or lane closure is instructed or approved by the Engineer to remain in place outside the Contractor's normal working hours.

The item shall apply only where the overnight closure forms part of an approved Traffic Accommodation Plan and construction methodology and is required for the safe and effective execution of the Works, including where necessary to facilitate an appropriate and cost-effective repair or maintenance solution.

The rate shall be an extra-over to Item M050.02 and shall include full compensation for all additional costs directly attributable to maintaining the closure overnight, including additional labour, traffic controllers, supervision, plant, equipment, lighting, traffic-control facilities, signs, barricades, delineation, monitoring and all other resources necessary to safely maintain the closure until normal working hours resume.

The traffic control facility for the purposes of overnight closures shall be as specified in COTO Section A1.5.6.

No payment shall be made under this item where the overnight closure is retained solely at the Contractor's discretion or for the Contractor's convenience, results from delay or default attributable to the Contractor, or where the applicable costs are already provided for under another payment item.

Amend item M110.03 “Backfilling of base layer failures with” by Replacing paragraph 2 under item M110.03 with

”The tendered rate shall include full compensation for all material, irrespective of its origin, mixing, placing, trimming or cutting the edges of existing surfacing, compacting, including the floor, and finishing as specified, work in restricted areas, and also for all machinery, equipment, labour, supervision and other incidentals for executing the work as specified.

Amend itemM122.01” Repair of surface failures (non-performance based)” by Replacing paragraph 2 under item M122.01 with

The tendered rates shall include full compensation for procuring, trimming the edges of the existing surface, furnishing, and storing of all materials, providing and transporting all labour, material and equipment necessary for cutting back the edges, excavation, removing excavated and loose material and disposal thereof, priming, backfilling with the approved product, compaction and trimming as specified.

Amend itemM122.02” Repair of surface failures (performance based)” by Replacing paragraph 2 under item M122.02 with

The tendered rates shall include full compensation for procuring, trimming the edges of the existing surface, furnishing, and storing of all materials, providing and transporting all labour, material and equipment necessary for cutting back the edges, excavation, removing excavated and loose material and disposal thereof, priming, backfilling with the approved product, compaction and trimming as specified.

Add the following to item M320.04 - General Cleaning in specific areas identified by the Engineer

Item	**Unit**
(a) General Cleaning	**Provisional Sum (PS)**
(b) The Contractors Overhead Charges and profit in respect of subitem M320.04 (a)	**percentage (%)**

This item is for the cleaning of specific areas identified by the Engineer.

Measurement and payment shall be in accordance with the provisions of subclause 13.5 of the FIDIC Conditions of Contract for Construction, 1999.

The tendered percentage is a percentage of the amount actually spent under sub-item M320.04 (a), which shall include full compensation for the overhead charges and profit of the Contractor.

Add the following to item M611.03 - Mowing of additional areas

Item	**Unit**
(e) Mowing of additional SANRAL Properties	**Hectare (Ha)**

The unit of measurement shall be the hectare of additional SANRAL Property mows carried out.

The tendered rate shall include full compensation for furnishing all equipment and labour for the mowing operation and shall include all costs for the picking up and disposal of grass cuttings.

M7102(b)(ii) Table M710.02/1 Emergency stand-by equipment
Add 4(four) two-way radios. The radios provided shall be able to communicate over a 1km radius.

Amend M6105 Equipment
Remove the following:
“Mechanical mowers shall only be used during the initial mowing.”

Replace with:
“Mechanical mowers shall only be used on approval by the Employer.”

Amend M910.06 Repairs to road network
Remove the item description

Replace with:
"

Item	**Unit**
(a) Repairs to road network —	**provisional sum (PS)**
(b) The Contractor's overhead charges and profit in respect of Sub-item M910.06(a) —	**percentage (%)**

This pay item shall cover emergency or specialist repairs and maintenance to the road network, including any Transferred Road incorporated into the Contract Footprint in accordance with Clause C3.1.2.1(c), where instructed by the Engineer with the approval of the Employer. This item shall apply to work exceeding R100 000 per service and which is not adequately provided for under another payment item.

The work may be undertaken by a nominated or specialist Subcontractor or, where instructed, directly by the Contractor. Where undertaken by a Subcontractor, the Engineer shall arrange and supervise the required work and the Contractor shall undertake the necessary contractual, coordination and payment arrangements. Where undertaken by the Contractor, the work shall be executed in accordance with the Engineer's instruction and the requirements of the Contract.

No work or expenditure relating to a Transferred Road shall be undertaken under this item until that road has been formally incorporated into the Contract Footprint and the work has been authorised in accordance with the Contract, except for immediate emergency actions necessary to protect life, make the road safe or maintain essential access.

The amount measured under Sub-item M910.06(a) shall be the actual certified amount payable for work undertaken by a nominated or specialist Subcontractor, or, where undertaken directly by the Contractor, the value determined using applicable Bill of Quantities rates or rates and prices determined in accordance with the Contract.

Measurement and payment shall be in accordance with Sub-Clause 13.5 of the FIDIC Conditions of Contract for Construction (1999 Edition) and the applicable provisions governing Variations and valuation.

The percentage tendered under Sub-item M910.06(b) shall not exceed 5% and shall constitute full compensation for the Contractor's overheads, administration, coordination and profit associated with work undertaken by a nominated or specialist Subcontractor. No additional percentage shall apply to Contractor-executed work where the applicable rates or prices already include overheads and profit."

Add the following item M910.08 - Works executed during approved night-time working hours (sunset to sunrise)

Item	**Unit**
Extra over item for Works executed during approved night-time working hours (sunset to sunrise)—	**Night**

The unit of measurement shall be the night. A night shall mean the period between 20:00 and 05:00 during which approved Works are actively undertaken. For the purposes of measurement and payment, a night shall be payable only where a minimum of four (4) continuous hours of productive work is performed within this period. Not more than one night shall be measured and paid for per site during any 20:00 to 05:00 period.

This item shall apply only where night-time working has been approved in writing by the Engineer and is undertaken in accordance with an approved construction programme, method statement, night-work safety plan, and Traffic Accommodation Plan.

The tendered rate shall be an extra-over to the applicable payment items and shall include full compensation for the additional costs arising solely from executing the Works during approved night-time hours, including night-shift supervision, shift allowances, overtime premiums, temporary lighting, additional safety measures, security, quality control, reduced productivity, and all other resources and incidentals necessary for night-time operations.

Payment for the physical Works executed during night-time hours shall be made separately under the relevant payment items.

No payment shall be made under this item for traffic accommodation measures, road closures, lane closures, signs, barricades, traffic controllers, or any other traffic management costs for which payment is provided elsewhere in the Contract. The payment of the traffic accommodation requirements shall be made under item M.050.02(e).

No payment shall be made where night-time working is undertaken solely at the Contractor's discretion, arises from delays, inefficiencies or defaults attributable to the Contractor, or where the required prior written approval and approved night-time safety and traffic accommodation arrangements have not been obtained.

Add the following to item M920.01 - Additional costs for subcontractors

Refer to Part D of the Routine Road Maintenance Works Contract Volume 3 for payment description.

Add the following to item M920.02 - Construction Works by Targeted Enterprises

Refer to Part D of the Routine Road Maintenance Works Contract Volume 3 for payment description.

Add the following to item M930.01 - Utilisation of updated Part D during contract implementation

Refer to Part D of the Routine Road Maintenance Works Contract Volume 3 for payment description.

C3.3 ENVIRONMENTAL MANAGEMENT PLAN

C3.3.1 SCOPE

The South African National Roads Agency SOC Limited (SANRAL) recognises environmental management as a key component of road infrastructure development and as part of its Environmental Sustainability Framework has developed this Environmental Management Plan (EMP) as a tool for continual improvement in environmental performance.

This EMP prescribes the methods by which proper environmental controls are to be implemented by the Contractor for construction and maintenance projects. The duration over which the Contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the Conditions of Contract for Construction for Building and Engineering Works Designed by SANRAL published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) as the Defects Notification Period (maintenance period).

The provisions of this EMP are binding on the Contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract, particularly the conditions of any environmental authorisation and associated site-specific Environmental Management Programme (EMPr). In the event that any conflict occurs between the terms of the EMP and the project specifications or environmental authorisation, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any changes to the EMP and/or environmental authorisation cannot occur without being submitted to SANRAL who will manage the process of amending the EMP.

The EMP identifies the following:

- Relevant parties and their responsibilities;
- Construction activities that will impact on the environment;
- Specifications with which the Contractor shall comply in order to protect the environment from the identified impacts; and
- Actions that shall be taken in the event of non-compliance.

C3.3.2 DEFINITIONS

Alien Vegetation: undesirable plant growth which includes but is not limited to all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA), 1983 and the National Environmental Management: Biodiversity Act (Act No. 10 of 2004) Other vegetation deemed to be alien are those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: any action taken by the Contractor, his sub-contractors, suppliers or personnel during the construction process as defined in the contract documents.

Environment: the surroundings within which the contract exists and comprises land, water, atmosphere, micro-organisms, plant and animal life (including humans) in any part or combination thereof as well as any physical, chemical, aesthetic or cultural inter-relationship among and between them.

Environmental Aspect: any component of a contractor's construction activity that is likely to interact with the environment.

Environmental authorisation: a written statement from a Competent Authority, with the general and specific conditions and the EMPr recording its approval of an application for a planned undertaking that triggers listed activities in the Environmental Impact Assessment (EIA) regulations of the National Environmental Management Act (NEMA).

Environmental Impact: any change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Environmental Impact Assessment (EIA): a systematic process of identifying, assessing and reporting environmental impacts associated with an activity and includes Basic Assessment and Scoping and Environmental Impact Reporting.

Environmental Management Plan: An Environmental Management Plan (EMP) is an environmental management tool used to ensure that adverse impacts of the construction and operation and decommissioning of a project are prevented and/or minimised, and that the positive benefits are enhanced.

It is intended that this standard EMP be the base document for the development of the draft of each site-specific EMPr that is to accompany each application to the relevant competent authority.

Environmental Management Programme (EMPr): A project-specific Environmental Management Plan approved by a competent authority through an environmental impact assessment process.

Road Reserve: a corridor of land, defined by co-ordinates and/or proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Site; the site is defined in the FIDIC Conditions of Contract and in the scope of works. It is bound by the limits of construction as shown in the drawings or the title of the project and extends to also include the following:

- Areas outside the construction zones where accommodation of traffic is placed;
- All borrowpits defined in the applications approved by the Department of Mineral Resources (DMR);
- All haul roads constructed by the Contractor for purposes of access;
- Any non-adjacent sites specified in the contract documentation;
- The Contractor’s and his subcontractors’ camp sites;

For the purposes of this EMP, the site includes areas outside of, but adjacent to, the road reserve that may be affected by construction activities;

Spoil material: is material that is unsuitable for construction of the road pavement and for which no other useful purpose can be found in additional works on the project (e.g. for the provision of protection berms). Such material requires spoiling at convenient areas to be identified by the Engineer and/or Contractor within the Site. Spoil material does not require removal to a designated landfill site unless it contains identifiable hazardous contaminants.

C3.3.3 LEGAL REQUIREMENTS

C3.3.3.1 General

Construction shall be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the Contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The Contractor should note that obligations imposed by the EMP are legally binding in terms of this contract. In the event that any rights and obligations contained in this EMP contradict those specified in the standard or project specifications then the latter shall prevail.

C3.3.3.2 Statutory and other applicable legislation

The Contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

Major environmental legislation, as amended from time to time, includes but is not limited to the following:

(i) Conservation of Agricultural Resources Act (Act No. 43 of 1983)

This act provides for control over the utilisation of the natural agricultural resources of South Africa in order to promote the conservation of soil, water sources and vegetation, as well as combating weeds and invader plants.

(ii) The Constitution (Act 6 of 1996)

The Constitution states that everyone has the right to an environment that is not harmful to their health or well-being, and to have the environment protected through reasonable legislative and other measures to prevent pollution and ecological degradation; promote conservation and ensure ecologically sustainable development and use of natural resources.

(iii) Mineral and Petroleum Resources Development Act (Act No. 28 of 2002)

This act makes provision for equitable access to, and sustainable development of, minerals and petroleum resources.

(iv) National Environmental Management Act (NEMA), (Act No. 107 of 1998)

This act supports the Bill of Rights within the Constitution and highlights principles of sustainable development including preservation of ecosystems and biological diversity and avoidance, minimisation and remediation of pollution and environmental degradation. It also sets the stage for the EIA Regulations.

(v) National Environmental Management: Air Quality Act (Act No. 39 of 2004)

This act provides reasonable measures for the prevention of pollution and ecological degradation; and provides for specific air quality measures; for national norms and standards regulating air quality monitoring, management and control by all spheres of government.

(vi) National Environmental Management: Biodiversity Act (Act No. 10 of 2004)

This act makes provisions to accomplish the objectives of the United Nations' Convention on Biological Diversity. SANRAL may be required to apply for permits to conduct certain listed activities which, together with the listed threatened or protected species, may be identified by the Minister.

Section 73 (3) of this act empowers a competent authority to direct a person to take steps to remedy any harm to biodiversity resulting from the actions of that person or as a result of occurrence of listed invasive species occurring on land on which that person is the owner. Thus SANRAL may be directed to remedy harm caused by listed invasive species.

(vii) National Environmental Management: Protected Areas Act (Act No. 57 of 2003)

This act provides for the protection and conservation of ecologically viable areas representative of South Africa's biological diversity, natural landscapes and seascapes.

(viii) National Environmental Management: Waste Act (Act No. 59 of 2008)

This act aims to regulate waste management practices through provision of national norms and standards, specific waste measures, licensing and control of waste activities, remediation of contaminated land as well as providing for compliance and law enforcement.

(ix) National Forests Act (Act No. 84 of 1998)

This act makes provision for promoting the sustainable management and development of forests, and for the protection of certain forests and trees for environmental, economic, educational, recreational, cultural, health and spiritual purposes.

(x) National Heritage Resources Act (Act No. 25 of 1999)

This act provides for an integrated and interactive system for identification, assessment and management of South Africa's heritage resources, and empowers civil society to nurture and conserve their heritage resources.

(xi) National Water Act (Act No. 36 of 1998)

This act makes provision for the protection of surface water and groundwater and their sustainable management for the prevention and remediation of the effects of pollution, as well as for the management of emergency situations.

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

This Act makes provision for a National Roads Agency for the Republic to manage and control the Republic's national roads system and take charge, amongst others, of the development, maintenance and rehabilitation of national roads within the framework of government policy.

C3.3.4 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

Copies of this EMP shall be kept at the site office and must be distributed to all senior contract personnel who shall familiarise themselves with its contents.

Implementation of this EMP requires the involvement of several stakeholders, each fulfilling a different but vital role as outlined herein, to ensure sound environmental management during the construction phase of a project.

(a) SANRAL

SANRAL and anyone acting on SANRAL's behalf is accountable for the potential environmental impacts of any activities that are undertaken and is responsible for managing these impacts.

(b) The Engineer

The Engineer has been appointed by, and acts for, SANRAL as its on-site implementing agent and carries the responsibility to ensure that the Contractor undertakes its construction activities in such a way that SANRAL's environmental responsibilities are not compromised.

The Engineer will, within seven days of receiving a contractor's request for approval of a nominated Designated Environmental Officer (DEO), approve, reject or call for more information on the nomination. The Engineer will be responsible for issuing instructions to the DEO where environmental considerations call for action to be taken.

If in the opinion of the Engineer the DEO is not fulfilling his/her duties in terms of this EMP, the Engineer may, after discussion and agreement with SANRAL, exercise his powers under FIDIC general conditions of contract and instruct replacement of the DEO in writing and with stated reasons.

(c) The Contractor

The Contractor is responsible for project delivery in accordance with the prescribed specifications, among which this EMP shall be included.

The Contractor shall receive and implement any instruction issued by the Engineer relating to compliance with the EMP including the removal of personnel or equipment.

Compliance with the provisions contained herein or any condition imposed by the environmental approvals shall become the responsibility of the Contractor through an approved Designated Environmental Officer (DEO). The Contractor shall nominate a person from among his site personnel to fulfil this function and submit to the Engineer for his approval the *curriculum vitae* of the proposed DEO. This request for approval shall be given, in writing, at least fourteen days before the commencement of any construction activity clearly setting out reasons for the nomination, and with sufficient detail to enable the Engineer to make a decision.

(d) The Designated/Dedicated Environmental Officer (DEO)

Once a nominated representative of the Contractor has been approved, he/she shall become the DEO and shall be the responsible person for ensuring that the provisions of this EMP are complied with during the life of the contract. The DEO shall submit regular written reports to the Engineer but not less frequently than once a month.

The DEO may undertake other construction duties unless Section B: Specification Data, prescribes this position as ‘Full-time’ or ‘dedicated’ as opposed to the standard position being ‘designated’. However, the DEO’s environmental duties shall hold primacy over other contractual duties and the Engineer has the authority to instruct the Contractor to reduce the DEO’s other duties or to replace the DEO if, in the Engineer’s opinion, he/she is not fulfilling his/her duties in terms of the requirements of this EMP. Such instruction will be in writing clearly setting out the reasons why a replacement is required. A designated DEO will still be required to be based on site, unless an assistant DEO is appointed which will be on site fulltime and work under the mentorship of the DEO.

As a minimum the DEO shall have an accredited National Qualifications Framework (NQF) level 6 qualification in environmental or natural sciences or equivalent and a minimum of 2 years’ experience in a similar role in construction or other environmental regulatory field.

In addition to the compliance duties relating to EMP the DEO shall also provide full cooperation whenever the Contractor is subjected to environmental audits.

Where the contractor elects to have a part time DEO the following will apply:

(i) An assistant DEO will be appointed which will be based on site fulltime.
(ii) As a minimum the assistant DEO shall have at least 2 years’ experience in a similar role in construction or other environmental regulatory field and work under the mentorship of the DEO.
(iii) The DEO shall spend at least one full day per month on site for inspections. The date of the monthly inspection will be agreed with the Engineer to allow for inspections to take place on such a time where the most critical works for the month will take place.
(iv) The DEO is to provide a monthly report to the Engineer.

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(e) Environmental Control Officer (ECO)

The Environmental Control Officer (ECO) is an independent environmental specialist appointed by SANRAL or the Engineer to objectively and regularly monitor the Contractor’s compliance with the conditions of the authorisations issued for the project and the approved EMPr (that is this EMP augmented with specifics of the project). These are external audits and the regularity is determined by the environmental authorisations.

C3.3.5 TRAINING

(a) **Qualifications**

The (DEO) shall have the minimum qualifications as prescribed above and must be conversant with all legislation pertaining to the environment applicable to the contract. He/she must be appropriately trained in environmental management and possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The Contractor shall ensure that adequate environmental training takes place. All employees and subcontractor's employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees.

(b) Content

Apart from induction environmental training should, as a minimum, include the course content below and no induction or course should be given until the Engineer has been afforded the opportunity to appraise it and provide comment.

(i) The importance of conformance with all environmental policies and the consequences of departure from standard operating procedures;

(ii) Environmental impacts, actual or potential, caused by work activities, prevention measures to avoid them and mitigation measures when they occur;

(iii) Work force roles and responsibilities in achieving conformance with the environmental policy and procedures, including emergency preparedness and response requirements;

(iv) The environmental benefits of improved personnel performance and
(v) Consequences of non- compliance.

(c) Induction

In the case of permanent staff, the Contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the Contractor shall inform the Engineer when and how he intends concluding his environmental training obligations.

C3.3.6 ACTIVITIES/ASPECTS CAUSING IMPACTS

Typical environmental aspects and impacts associated with road construction are listed in Table 1: *Aspects and Impacts Associated with Road Construction*. Actual impacts will differ from project to project and, therefore, so may the mitigation measures employed. The most common aspects and impacts are addressed separately, and typical avoidance and/or mitigation measures described. The list and descriptions are not by any means exhaustive and they shall be used for guideline purposes only.

Table 1: Aspects and Impacts Associated with Road Construction

Aspect	Potential Impact
Waste generation/storage	Water pollution; nuisance; visual impact
Water use and stormwater discharge	Change in flow regime and/or reduction in downstream availability; soil erosion: water pollution
Vehicle use and maintenance	Air pollution; noise
Chemical/fuel storage	Water/air/soil pollution; health impacts; accidents e.g. spills, fire
Site clearing; earthworks; layer-works; seal works	Change in landform; impact on heritage resources; noise; soil erosion; air pollution
River bridges; installing drainage structures	Water pollution; impact on river flows; noise
Land acquisition	Loss of land &/or livelihood; change in land use;
Acquisition of building material from borrow pits	Change in landform and use

(a) General approach

The role of the DEO cannot be underestimated and once approved he/she or the assistant DEO shall be on the site at all times, and before the Contractor begins each construction activity, he/she shall give to the Engineer a written statement setting out the following:

(i) The type of construction activity about to be started.

(ii) Locality where the activity will take place.

(iii) Identification of the environmental aspects and impacts that might result from the activity.

(iv) The methodology of impact prevention for each activity or aspect.

(v) The methodology of impact containment for each activity or aspect.

(vi) Identification of the emergency/disaster potential for each activity (if any) and the reaction procedures necessary to mitigate impact severity.

(vii) Treatment and continued maintenance of impacted environment.

The Contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening and shall demonstrate that he is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce method statements for each construction activity in compliance with the provisions of these project specifications.

The Contractor shall provide such information in advance of any or all construction activities provided that new submissions shall be given to the Engineer whenever there is a change or variation to the original.

The Engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the Contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the Contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

(b) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products. In the event of a spillage, the Contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill containment and treatment (whether hazardous or not) lies with the Contractor. The individual causing a spill, or who discovers a spill, must report the incident to his/her DEO or to the Engineer. The DEO will assess the situation in consultation with the Engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil/water shall be determined by the Contractor in consultation with the DEO and the Engineer. Areas cleared of hazardous waste shall be re-vegetated according to the Engineer's instructions.

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the Engineer. The costs of containment and rehabilitation shall be for the Contractor's account, including the costs of specialist input as well as the sampling and testing of the water quality upstream and downstream of the spill. Water quality sampling and testing, and further treatment shall continue until upstream and downstream results correspond with each other.

(c) Water use and control

The Contractor's use of water shall take into consideration that it is a scarce commodity and shall be optimised. Authorisation shall be obtained from the Department of Water and Sanitation (DWS) before water is drawn from streams or new boreholes developed.

The Contractor shall also ensure that any stream deviations or diversions are undertaken in such a manner that the impact on the environment is minimised. Method statements shall be submitted to the Engineer for comment, detailing how the work will be undertaken, what risks are foreseen and what measures will be employed to minimise such risks. Notwithstanding any comments by the Engineer, work on stream deviations or diversions shall be undertaken in accordance with GN 509 in GG 40229 of 26 August 2016 - General Authorisation in terms of Section 39 of the National Water Act, 1998 (Act No. 36 Of 1998) for Water Uses as defined in sections 21(c) and (i).

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users/receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and flooding by dredging, daylighting, removal of debris and vegetation, etc. These shall also be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products.

The Contractor shall submit to the Engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions up to 1:5 year severity.

The Contractor shall submit to the Engineer the results of the baseline water quality test taken above and below the site of the proposed activity; and thereafter monthly testing results or at the frequency as may be specified by the Water Use Licence/General Authorisation where applicable. No taking-over can be authorised until the water quality is shown to be at pre-construction levels or better.

(d) Vegetation management

The Contractor shall be responsible for the management of vegetation by protection of indigenous vegetation, especially identified protected species, and the prevention of alien vegetation germinating in areas disturbed by road construction activities within and outside the road reserve. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily. This responsibility shall continue for the duration of the defects notification period. The project specification may instruct the removal of CARA and/or NEMBA-listed category 1 and 2 alien species and planting of specified indigenous species.

(e) Dust control

Dust caused by construction activities shall be controlled by appropriate means and applied at sufficient frequency so as not to cause nuisance to adjacent habitation or affect farming activities or natural vegetation. Vegetation cover should also be kept for as long as possible to reduce the area of exposed surfaces. Dust emissions from batching and screening plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant authorities.

(f) Noise control

The Contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during the hours prescribed by the conditions of contract (i.e. normal hours). Should such noise generating activities have to occur at any time outside normal hours the people in the vicinity of the noise-generating activity shall be warned about the noise well in advance and the activities kept to a minimum. Relevant legislation shall also be taken into consideration, and any practical mitigation measures adopted. No noise generating activity outside of normal hours, regardless of its proximity to residences, can take place without application to the Engineer for approval. The application shall be accompanied by the noise containment measures proposed.

(g) Energy consumption

The Contractor shall take into consideration the impacts of high energy consumption, both from a cost and emissions point of view. Energy use shall be minimised, and where possible, alternative energy sources such as solar utilised.

Furthermore, the Contractor shall measure and keep records of the consumption of carbon units his chosen method of construction produces in the execution of his programme. In conjunction with the Engineer who will provide complete cooperation, a month by month output shall be compiled and efforts made to see how these outputs can be curtailed and reduced.

C3.3.7 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

C3.3.7.1 Site establishment

The Contractor shall undertake "good housekeeping" practices during construction as stated in the COTO Standard Specifications for Roads and Bridges and the FIDIC conditions of contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

The construction activities addressed below shall become part of the Contractor's obligations regarding his programme of work and incorporated into the required method statements for workmanship and quality control.

a) Site establishment

i) Site Plan

The site refers to an area with defined limits on which the project is located. The Contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before any site establishment can begin, the Contractor shall submit to the ECO for his comments and to the Engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the Contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste management facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course. No camp establishment, including satellite camps, can be placed within 150 metres of an identified watercourse unless the Contractor has applied to DWS and received authorisation to do so. Regardless of the chosen site, the Contractor's intended mitigation measures shall be indicated on the plan. The site plan shall have been submitted and approved before establishment commences. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the ECO and the Engineer for consultation during rehabilitation of the site in order that rehabilitation is, as a minimum, done to a standard similar to pre-construction activities.

ii) Vegetation

The Contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the Engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the Engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring shall be re-established. Protected trees may not be removed without a permit from the Department of Forestry, Fisheries and Environment.

Contravention of a notice of listed protected tree species under the National Forests Act, 1998 is regarded as a first category offence that may result in a fine or imprisonment for a period up to three years, or to both a fine and imprisonment. The DEO must be conversant with the latest gazette of declared protected trees.

Rehabilitation shall be undertaken using only indigenous tree, shrub and grass species. Special attention shall be given to any search and rescue operation identified during the environmental assessment process, and any removal to an on-site nursery for continuous nurturing and protection and later replanting.

Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding.

Fires shall only be allowed in facilities or equipment specially constructed for this purpose. The need for a firebreak shall be determined in consultation with the Engineer and the relevant authorities, and if required a firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Water management

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp/office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans, dams etc). Only domestic type wastewater shall be allowed to enter this system.

iv) Heating and cooking fuel

The Contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The Contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage management

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of the Engineer, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a specialist service provider. The type of sewage management will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Engineer. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system and shall be approved by the Engineer in consultation with the ECO.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The Contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer.

c) Waste management

The Contractor's intended methods for waste management shall be outlined and implemented at the outset of the contract and shall be to the satisfaction of the Engineer. A waste inventory shall be drawn up of all waste streams that will possibly be generated by the site/project and an integrated approach shall be taken to its management. Records shall be kept of all waste disposed. Opportunities for avoiding, reducing, reusing and recycling of materials should be identified upfront, as should constraints for their implementation. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid waste

Solid waste shall be stored in an appointed area in covered, tip-proof metal drums or similar container for collection and disposal. Disposal of solid waste shall be at a licensed landfill site or at a site approved by the relevant authority in the event that an existing operating landfill site is not within reasonable distance from the project area. No waste shall be burned or buried at or near the project area.

ii) Litter

No littering by construction workers shall be allowed and particular emphasis on litter control measures shall apply at stop/go facilities.

During the construction period, the various contractors' facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter. At all places of work the Contractor shall provide litter collection facilities for later safe disposal at approved sites.

iii) Hazardous waste

Hazardous waste such as oils shall be disposed of at an approved landfill site and proof of such disposal kept by the Contractor. Special care shall be taken to avoid spillage of bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating surface water.

Under no circumstances shall the spoiling of bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected bituminous products shall be returned to the supplier's production plant. Any spillage of bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the Engineer.

iv) Construction and demolition waste

The opportunity for recycling and reuse of construction and demolition waste as fill for road embankments, land reclamation and drainage control must first be explored and take priority before the option of declaring these materials a 'waste'.

The Contractor is encouraged to actively engage with authorities and landowners adjacent to the site and identify where such materials can be usefully deployed to repair existing environmentally damaged areas such as erosion dongas.

d) Control at the workshop

The Contractor's management and maintenance of his plant and machinery will be monitored according to the criteria given below:

i) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials such as bitumen binders shall be stored in a secured, appointed area that is suitably fenced, bunded and has restricted entry. Storage of bituminous products shall only take place using suitable containers to the approval of the ECO and the Engineer.

The Contractor shall provide proof to the Engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the Contractor shall furnish the Engineer with details of the preventative measures he proposes to install in order to mitigate pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

ii) Fuel and gas storage

The Contractor shall take cognisance of the limits set by legislation for the storage of fuels and acquire the necessary authorisation for storage capacity beyond these. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored chained in a secure, well-ventilated area exterior to any building wall.

iv) Oil and lubricant waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit’s sludge tank and discharged into the safe holding tank for collection by a specialist oil recycling company.

Drip trays shall be used to collect any lubricants or fuel spilled where any vehicle and machinery are repaired or refuelled. The lubricants and fuel collected shall be handled as specified above.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the site

In all areas where the Contractor intends to or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the Engineer for his approval. Working areas shall be clearly defined and demarcated on site to minimise the construction footprint. ‘No-go- areas’ and other sensitive areas shall also be clearly demarcated on site, and staff must be made aware of them.

The plan of action shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the Engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during inspections.

f) Soil management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include all storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved waste disposal site. The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water.

The Contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be top-soiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The Contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The Contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the Engineer. The Contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the Engineer, and if not used for road building it shall be stored and maintained separately from the topsoil so that neither stockpile is contaminated by the other. This soil shall be used for rehabilitation purposes by first spreading it over the excavated slopes without interfering with or contaminating the stockpiled topsoil.
Whilst in stockpile it shall be maintained free from erosion and weed infestation in the same way as for topsoil stockpile maintenance.

g) Earthworks and layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the Contractor shall have complied with the requirements of of this EMP. In addition, the Contractor shall take cognisance of the requirements set out below.

1i) Quarries and borrow pits

The Contractor's attention is drawn to the requirement of the Department of Mineral Resources, that before entry into any quarry or borrow pit, an Environmental Authorisation for the establishment, operation and closure of a quarry or borrow pit shall have been approved by the Department where applicable. It is the responsibility of the Contractor to ensure that he is in possession of the authorisation prior to entry into the quarry or borrow pit. The conditions imposed by the relevant authorisation are legally binding on the Contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific authorisation and this EMP the former shall apply.

ii) Excavation, hauling and placement

The Contractor shall provide the ECO and the Engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail measures by which the impacts of pollution (noise, dust, litter, fuel, oil and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The Contractor shall demonstrate his “good housekeeping”, particularly with respect to closure at the end of every day so that the site is left in a safe condition.

iii) Spoil sites

The Contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the ECO for his/her comments and to the Engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the ECO and the Engineer. No spoil site shall be located within 50m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of any waste shall be prohibited.
Spoil sites will be shaped to fit the natural topography. Depending on availability, these sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Appropriate grassing measures to minimise soil erosion shall be undertaken by the Contractor. This may include both strip and full sodding. The Contractor may motivate to the Engineer for other acceptable stabilising methods. The Engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the Contractor of a landowner’s clearance notice.

iv) Stockpiles

The Contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the Engineer for his approval. The Contractor’s proposed measures for prevention of environmental damage, containment and subsequent rehabilitation shall also be submitted.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the Contractor shall at all times ensure that they are positioned and sloped to create the least visual impact, constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment and kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated/deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the Contractor’s cost until clearance from the Engineer and the landowner is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the Engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in situ milling or any leftover material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract documentation or under instruction from the Engineer.

The ECO shall comment on and the Engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their closure only when they have been satisfactorily rehabilitated.

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the Contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives.

h) On site plant

i) Crusher, screening plants and concrete batching plants

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C3.3.7.1(g)(i) of this EMP, with the exception that the Contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the Contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant authority, as shall approval of closure. The Engineer will assist the Contractor in his applications to the relevant authority.

Screening activities shall be undertaken so that dust and noise is minimised. This can be done by carefully choosing the site for the activity, and by using slightly damp material.

Effluent from concrete batch plants and crusher plants shall be reused where possible or treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the Engineer for approval.

ii) Asphalt Plant

Asphalt plants shall be subject to the applicable legislation that governs establishment and operation of batching plants. The Contractor shall be responsible to obtain the necessary permit from the relevant authority. ***(Note to compiler: If this option forms part of the planned design implementation then consideration must be given to an extended Time for Completion in order to allow the contractor to acquire the necessary authorisations.)***

Operation of the plant shall conform to the same requirements as for a crushing plant or concrete batching plant under **C3.3.7.1** h) i) above.

C3.3.8 AREAS OF SPECIFIC IMPORTANCE

Any area, as determined and identified within the project documents as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the specific environmental authorisation as well as the approved EMPr. The Contractor may offer alternative solutions to the Engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection should not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall receive ad hoc treatment.

a) Archaeological sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Engineer of such discovery. The South African Heritage Resource Agency (SAHRA) is to be contacted, and a SAHRA-registered archaeological consultant may undertake the necessary work involved in confirming the find and advising on how it should be preserved or removed. Work may only resume once clearance is given in writing by the archaeologist. (Read with FIDIC condition of contract clause 4.24).

If a grave or midden is uncovered on site, then all work in the immediate vicinity of the graves/middens shall be stopped and the Engineer informed of the discovery. The South African Heritage Resource Agency and the South African Police Services (SAPS) should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with SAHRA, be responsible for attempts to contact family of the deceased and for the place where the exhumed remains can be re-interred.

C3.3.9 REHABILITATION

The Contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, construction has to be stored temporarily, and designated or instructed areas outside the road reserve. It also includes the area where site offices were erected which may require rehabilitation at the end of the contract. All construction material, including concrete slabs and barbecue (braai) areas shall be removed from the site on completion of the contract unless written approval from the relevant landowner demonstrates it is to be left in place.

Responsibility for re-establishment of vegetation shall extend until expiry of the defects notification period. However, SANRAL reserves the right to continue holding retention monies (or not releasing guarantees in lieu of retention) depending upon the state of cover at the end of the defects notification period. Such extension may continue until closure of the relevant quarry or borrow pit has been secured,

Rehabilitation of affected areas should be undertaken as early as possible when the relevant activities are done in order to reduce further environmental damage. All re-vegetation should be undertaken using indigenous vegetation. The standard of rehabilitation should be to the satisfaction of the Engineer and the relevant authorities. The Department of Minerals Resources will only issue closure certificates for borrow pits and quarries when they are satisfied with the rehabilitation undertaken. It should also be noted that in some cases there is a requirement for a final environmental audit covering the extent of the project.

C3.3.10 RECORD KEEPING

The Engineer and the DEO will continuously monitor the Contractor’s adherence to the approved impact prevention procedures and the DEO shall submit regular written reports to the ECO and to the Engineer, at least once a month. The DEO will report the environmental compliance performance of the project at regular site meetings. The Engineer shall issue to the Contractor a notice of non-compliance whenever transgressions are observed. The DEO shall document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the Engineer in the monthly report.

Copies of all authorisations shall be kept on site and made available for inspection by visiting officials from SANRAL, relevant authorities or internal/external auditors.

C3.3.11 COMPLIANCE AND PENALTIES

The Contractor shall act immediately when a notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and an oral report given at the monthly site meetings.

Any non-compliance/omissions with the procedures in this EMP, environmental authorisations and the approved EMPr constitute a breach of the Conditions of Contract. Regulatory financial penalties imposed on SANRAL shall be passed onto the defaulting parties.

C3.4 WELLNESS PROGRAM

C3.4.1 SITE ARRANGEMENTS

The Contractor is required to facilitate a Wellness Program for site employees and their immediate family (spouse/partner and children). The Employer will appoint a service provider who will conduct the Awareness, Counselling and Testing (ACT) process at a suitable venue. For any immediate family situated away from the site, the wellness service provider will make arrangements for the ACT process to be conducted at nearby facilities, if available. The Contractor shall provide a structured plan of how the ACT process will be implemented.

The Contractor is to provide an independent lockable office for use by the Wellness Champion which includes within, office furniture including lockable storage facilities and the supply of paper and stationery, an available telephone line, fax facilities, a computer and printer with internet and email facilities.

The Wellness Process may not be used by the Contractor to fulfil his Occupational, Health and Safety obligations for his employees.

C3.4.2 WELLNESS CHAMPION

The Contractor is to provide a Wellness Champion who will be responsible for managing the wellness program on site. The appointment will be subject to approval by the Engineer.

The Wellness Champion has to meet certain minimum criteria as follows:
(i) Grade 12;
(ii) driver's license Code 8;
(iii) intermediate level of computer literacy;
(iv) excellent communication skills; and
(v) excellent report writing using qualitative and quantitative performance indicators.

C3.4.3 WELLNESS CHAMPION DUTIES

The duties of the Wellness Champion will be as follows:
(i) implement and manage a Wellness Programme on site;
(ii) co-ordinate the logistics for the Awareness, Counselling and Testing (ACT) sessions on site.
(iii) create an enabling environment in the workplace for workers with health issues;
(iv) refer workers to local Clinics (Department of Health) to access effective treatment;
(v) regular toolbox talks with workers;
(vi) attend quarterly facilitation meetings on site and annual combined meeting;
(vii) create and maintain a database of all workers and immediate families, local NGO's and clinics;
(viii) reporting on site meetings, toolbox talks, weekly planning sheets and monthly reports to service provider.

C3.4.4 WELLNESS PROGRAM COSTS

There is separate provision for the costs of providing transport and communication for the Wellness Champion, ACT venue, transport for the site employees and their immediate family (situated with the site employees) to attend the ACT process, and wages of the workers whilst away from work attending the ACT process.

C3.5 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

Note:
The following is a Health and Safety Specification prepared by the Employer in terms of Construction Regulations 5(1)(b), in addition to the Site Specific Health and Safety Specification, prepared by the Construction Health and Safety Agent.

Wherever reference is made in this section of the Scope of Work to contractor this is the equivalent of the *principal contractor* in the Occupational Health and Safety Act and Regulations. Similarly, reference to subcontractors is equivalent to *other contractors*.

C3.5.1 SCOPE

This part of the specification has the objective to assist the contractor entering into contract with the Employer, to comply with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) (OH&S), as well as all applicable Regulations. Compliance with this document does not absolve the contractor from complying with minimum legal requirements and the contractor remains responsible for the health and safety of his employees and those of his Mandataries. The contractor shall, therefore, include this part of the specification to any contract that he may have with subcontractors and/or suppliers.

This section also covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the contractor shall comply with in order to reduce the risks associated with this contract, which may lead to incidents causing injury and/or ill health. In this matter the spirit and intention of Regulation 5(1)(l) of the Construction Regulations, 2014 regarding negotiations between the parties, related to the contents and approval of the Health and Safety Plan, must be complied with.

C3.5.2 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.5.2.1 Hazard Identification and Risk Assessment (Construction Regulation 9)

C3.5.2.1.1 Risk Assessments

Paragraph C3.5.4 contains a baseline of risk assessment that have been identified by the Employer as possibly applicable to this contract. It is, by no means, exhaustive and is offered as assistance to the contractor.

C3.5.2.1.2 Development of Risk Assessments

The contractor shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, conduct a risk assessment by a competent person and the risk assessment so produced shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 9(1). Competence is a factor of training, knowledge, experience and/or appropriate qualifications. Where proof of competence is required by the Regulation, a valid training certificate, and where no training course is available a concise CV must be attached to the appointment letter.

The risk assessment shall include, as far as is reasonably practicable, at least:

- Front page which details:
  - Name of Risk Assessment
  - Approval signature of Construction Manager, Safety Officer and Risk Assesssor
  - Date of compilation
  - Review date
  - Next review date

- Second page which details:
- Summary of all review details signed off by the Construction Manager
- the identification of the risks and hazards to which persons may be exposed;
- the analysis and evaluation of the risks and hazards identified, inclusive of a residual risk rating methodology. The method to be used is not prescribed;
- a documented plan and applicable safe work procedures to mitigate, reduce or control those residual risks that have been identified as unacceptably high, by means of the rating system;
- a monitoring plan;
- a review plan, inclusive of dates to be adhered to; and
- ergonomic related risks are to be analysed, evaluated and addressed as part of the process.

Based on the risk assessments, the contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessments, together with the site-specific OH&S rules shall form part of the project specific OH&S Plan and must be signed and approved by the Construction Manager, Safety Officer and Risk Assessor before construction on site commences. This does not mean that all risk assessments must be attended before work commences, but that all risk assessments receive the necessary attention as the contract progresses, and this is the responsibility of the contractor.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

C3.5.2.1.3 Review of Risk Assessment

The Principal Contractor shall compile a detailed risk assessment review plan that must be read in conjunction with the Risk Assessment Monitoring Plan.
In addition, the Principal Contractor shall review the hazard identification, risk assessments and standard safe working procedures:

- prior to any work activity commencement,
- where changes are affected to the design and construction that result in a change to the risk profile,
- when an incident has occurred, or
- at least quarterly.

The Principal Contractor shall provide the Employer, sub-contractors and all other parties concerned with copies of any changes, alterations or amendments as contemplated above.
Activities carried out without conducting a risk assessment or found to be non-compliant with the risk assessment, will be stopped until such time a risk assessment is compiled, and work is carried out according to the risk assessment.

Risk assessments must be fully communicated to all relevant personnel and must be considered when establishing training, awareness and competency requirements. Records of risk assessment communications must be kept for inspection purposes

C3.5.2.1.4 <u>Risk Assessment Monitoring</u>

The Principal Contractor shall ensure that a detailed monitoring plan for all risk assessments are in place. The risk assessment monitoring shall be carried out by the risk assessor and shall be specific to risk assessment monitoring to ensure risk assessment effectiveness and employee understanding. The monitoring of risk assessments shall be formal, and records thereof shall be available for audit purposes. The risk assessment monitoring plan shall include details such as the frequency of risk assessment monitoring, who will carry out the monitoring, who will be monitored, documentation to be used in the monitoring process and if the records of the monitoring will be used during the risk assessment review process.

C3.5.2.2 Legal Requirements

A contractor shall, as a minimum, comply with:

- The latest version of the Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times in soft and hard copy.
- The Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), an up-to-date copy of which shall be available on site at all times in soft and hard copy.
- Where work mining work is being carried out e.g. borrow pits, the contractor shall comply with the Mines Health and Safety Act and Regulations (Act No 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mines Health and Safety Act and Regulations shall be available on site at all times.

C3.5.2.3 Structure and Responsibilities

C3.5.2.3.1 Overall Supervision and Responsibility for OH&S

It is a requirement that the contractor, when he appoints subcontractors in terms of Construction Regulations 7(1)(c), 7(1)(d), 7(1)(f), and 7(3) includes in his agreement with such subcontractors the following:

- OH&S Act (85 of 1993), Section 37(2) agreement: "Agreement with Mandatary"
- OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his/their respective appointment forms.

C3.5.2.3.2 Further (Specific) Supervision Responsibilities for OH&S

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a generic list of identified appointments and may be used to select the appropriate appointments for this contract. The contractor shall note that it is a generic list only and is intended for use as a guideline.

Appointment	**Regulation**
Construction Manager, Assistant Construction Manager, Construction Supervisor and Assistant Construction Supervisor	Construction Regulation 8(1), 8(2), 8(7) and 8(8)
Construction Vehicles and Mobile Plant/Machinery Supervisor	Construction Regulation 23
Demolition Supervisor	Construction Regulation 14
Drivers and Operators of Construction Vehicles or Plant	Construction Regulation 23
Electrical Installation and machinery on construction sites	Construction Regulation 24
Emergency/Security/Fire Coordinator	Construction Regulation 29
Excavation Supervisor	Construction Regulation 13
Explosive actuated fastening device	Construction Regulation 21
Fall Protection Plan Developer	Construction Regulation 10
First Aider	General Safety Regulation 3
Fire Equipment Inspector	Construction Regulation 29
Temporary Works Designer and Temporary Works Supervisor	Construction Regulation 12
Hazardous Chemical Substances Supervisor	HCS Regulations
Incident Investigator	General Admin Regulation 9(2)
Ladder Inspector	Driven Machinery Regulation 18
Lifting Machine Operator	Construction Regulation 22
Materials Hoist Inspector	Construction Regulation 19
OH&S Committee	OH&S Act Section 19
Construction OH&S Officer/Manager	Construction Regulation 8(5) & 8(6)
OH&S Representatives	OH&S Act Section 17
Person Responsible for Machinery	General Machinery Regulation 2
Scaffolding Supervisor	Construction Regulation 16
Stacking and Storage Supervisor	Construction Regulation 28
Structures Supervisor	Construction Regulation 11
Suspended Platform Supervisor	Construction Regulation 17
Bulk Mixing Plant Supervisor	Construction Regulation 20
Welding Supervisor	General Safety Regulation 9

It is a requirement that a full or part-time Construction health and safety officer is appointed as per Construction Regulation 8(5) and that the Construction health and safety officer complies with the requirements of Construction Regulation 8(6). Should the contractor elect to appoint a part-time Construction health and safety officer, a full time Candidate Construction health and safety officer must be appointed on site, who must be mentored by the part-time registered Construction health and safety officer.

In addition, the Employer requires that a competent Traffic Safety Officer be appointed. The above appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated and agreed with the appointees. Notice of the Traffic Safety Officer appointment shall be submitted to the Employer. All changes shall also be communicated to the Employer.

The contractor shall, furthermore, provide the Employer with an organogram of all subcontractors that he has appointed or intends to appoint and keep this list updated and prominently displayed on site.

C3.5.2.3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)

Where the contractor employs more than 20 persons (including the employees of subcontractors he has to appoint one OH&S representatives for every 50 employees or part thereof. This is a minimum (legal) requirement. The contractor may at his own discretion appoint more OH&S Representatives according to site specific requirements. Notwithstanding legal requirements, at least 1 (one) OH&S Representative shall be appointed, irrespective of the number of employees employed. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees (Section 17 of the Act and General Administrative Regulations 6 and 7). OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation. OH&S representatives must be experienced, permanently employed by the contractor or his subcontractors, trained and able to move freely within their designated area of responsibility.

C3.5.2.3.4 Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)

The contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and monthly inspections of their respective areas of responsibility, focusing on unsafe acts and unsafe conditions and report thereon to the contractor. OH&S representatives shall participate in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.

C3.5.2.3.5 Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)

The Principal Contractor shall establish an OH&S committee, which shall meet at least once a month, where two or more Health and Safety Representatives have been appointed. OH&S representatives must be appointed as OH&S committee members. The number of members nominated by management may not exceed the number of OH&S representatives on the committee and must be appointed in writing.
The OHS committee must vote on and elect a chairperson for the meeting and this person must be appointed in writing.

C3.5.2.4 Administrative Controls and the Occupational Health & Safety File

C3.5.2.4.1 The OH&S File (Construction Regulation 7(1)(b))

As required by Construction Regulation 7(1), the contractor and subcontractors shall each keep an OH&S file on site. It is recommended that the OH&S file is set up according to the OH&S audit template that is used by the employer for the monthly audits. The following list of documentation is neither exhaustive nor prescriptive but recommended as a guide for the contents of the OH&S file:

- Notification of construction work (Construction Regulation 4)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Proof of registration and good standing with COID Insurer (Construction Regulation 5(1)(j))
- OH&S plan agreed with the Employer including the underpinning risk assessment/s and method statements (Construction Regulation 7(1))
- Copies of OH&S committee and other relevant minutes
- Designs/drawings (Construction Regulation 7(1)(e))
- A list of subcontractors including copies of the agreements between the parties and the type of work being done by each subcontractor (Construction Regulation 7(1)(f))
- Appointment/designation forms as per paragraphsC3.5.2.3.2.

- Registers as follows:
  - Accident/Incident register (Annexure 1 of the General Administrative Regulations)
  - OH&S representatives' inspection register
  - Asbestos demolition and stripping register
  - Bulk mixing plant inspections
  - Construction vehicles and mobile plant inspections by controller
  - Daily inspection of vehicles, plant and other equipment by the operator/driver/user
  - Demolition inspection register
  - Designer's inspection of structures record
  - Electrical installations, -equipment and -appliances (including portable electrical tools)
  - Excavations inspection
  - Explosive actuated fastening device inspection, maintenance, issue and returns register (including cartridges and nails)
  - Fall protection inspection register
  - First aid box contents
  - Fire equipment inspection and maintenance
  - Hazardous chemical substances record
  - Ladder inspections
  - Lifting equipment register
  - Materials hoist inspection register
  - Machinery safety inspection register (including machine guards and lock-outs)
  - Scaffolding inspections
  - Stacking and storage inspection
  - Temporary works inspections
  - Inspection of structures
  - Inspection of suspended platforms
  - Inspection of tunnelling operations
  - Inspection of vessels under pressure
  - Welding equipment inspections
  - Inspection of work conducted on or near water
  - Welfare facilities as provided

C3.5.2.5 Notification of Construction Work (Construction Regulation 3)

The contractor shall, where the contract meets the requirements laid down in Construction Regulation 4 prior to commencement notify the Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to the Employer for record keeping purposes.

C3.5.2.6 Training and Competence

The training required by the Act and Regulations shall be included in the contractor's OH&S plan. The contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited training providers shall be used for the regulatory OH&S training. The contractor shall ensure that his and his subcontractors' personnel appointed are competent and that all training required for doing the work safely and without risk to health, has been completed before work commences. The contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes. This does not absolve any subcontractors from their responsibilities as employers. Records of all training must be kept on the OH&S file for auditing purposes and where appointments are made, a copy of the training certificate must be attached to the relevant appointment.

C3.5.2.7 Consultations, Communication and Liaison

OH&S liaison between the Employer, the contractor, the subcontractors, the designer and other concerned parties will be through the OH&S committee as contemplated in paragraph C3.5.2.3.5. In addition to the above, communication may be directly to the Employer or his appointed agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their construction managers and supervisors, OH&S representatives and the OH&S committee. The contractor shall be responsible for the dissemination of all relevant OH&S information to the subcontractors e.g. design changes agreed with the Employer and the designer, instructions by the Employer and/or his agent, exchange of information between subcontractors, and the reporting of hazardous/dangerous conditions/situations. The contractors' most senior manager on site shall be required to attend and sign off the minutes of all OH&S meetings.

C3.5.2.8 Checking, Reporting and Corrective Actions

C3.5.2.8.1 Monthly Audit by Employer (Construction Regulation 5(1)(p))

The Employer, through the appointed OH&S Agent will conduct monthly health and safety, and document verification audits in compliance with Construction Regulation 5(1)(o) in order to ensure that the contractor has implemented and is maintaining the agreed and approved OH&S plan.

C3.5.2.8.2 Other Audits and Inspections by the Employer

The Employer reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include site safety walks. These audits may be announced or unannounced.

C3.5.2.8.3 Contractor's Audits and Inspections

The contractor must conduct his own regular internal audits to verify compliance with his own OH&S management system, as well as with this specification. Principal Contractor internal OH&S audits must be conducted by a person competent in OH&S, registered with the SACPCMP and must be done at least quarterly. Self-audits carried out by the site Safety Officer / Manager are not acceptable.

The contractor shall furthermore ensure that each subcontractor`s health and safety plan is being implemented by conducting periodic audits at intervals mutually agreed between the contractor and subcontractors, but at least once per month. Audits and inspection on sub-contractors shall be conducted by the appointed Candidate construction health and safety officer or Construction health and safety officer for the site, as listed in the scope of services of the OH&S Officer in the SACPCMP Act, Act 48 of 2000 Section 18(1)(c).

C3.5.2.8.4 Inspections by OH&S Representative's and other Appointees

OH&S representatives shall conduct monthly inspections of their areas of responsibility and report thereon to their foreman or supervisor as well as the OHS Committee, whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

C3.5.2.8.5 Recording and Review of Inspection Results

All the results of the abovementioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

C3.5.2.9 Accidents and Incident Investigation (General Administrative Regulation 9)

The contractor and his subcontractors shall coordinate their investigation of all Section 24 accidents/incidents as well as where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register listed in paragraph C3.5.2.4.1.

The affected contractor shall be responsible for the investigation of all minor as well as non-injury incidents as described in Section 24(1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

C3.5.2.10 Reporting

The contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is responsible for collecting, recording, calculating and reporting his and his sub-contractors Health & Safety statistics to the SANRAL OHS Specialist or SANRAL OHS Agent during monthly audits.
The statistics should contain at least the following for all employees of all contractors working on the project:

- Total Number of workers
- Total Number of hours worked (on the SANRAL project)
- Total Number of Near Miss Incidents
- Total Number of First Aid case Incidents
- Total Number of Medical Treatment case Incidents (Excluding Section 24 type incidents)
- Total Number of Section 24 type Incidents
- Preventative actions taken on incidents that have occurred
- Communication to employees and contractors of incidents and preventative actions.

C3.5.2.11 Medical certificate of fitness (Construction Regulations 7(1)(g) and 7(8))

The Contractor as well as the subcontractor (where appointed) shall ensure that all their employees have a valid certificate of fitness, specific to the construction work to be performed and issued by an occupational health practitioner, in the form of Annexure 3 of the Construction Regulations, GNR 84 of 2014.

C3.5.3 OPERATIONAL CONTROL

C3.5.3.1 Operational Procedures

Each construction activity shall be assessed by the contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the contractor:

- to be conversant with all relevant Regulations;
- to comply with their provisions; and
- to include them in his OH&S plan where relevant.

C3.5.3.2 Emergency Procedures

Simultaneous with the identification of operational procedures (per paragraph C3.5.3.1 above), the contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan, and communicated as part of induction training. It is the responsibility of the first aid worker, together with the construction supervisor, to make an assessment regarding the severity of injuries and which actions are appropriate. For example: transfer to a medical facility by ambulance or helicopter.

C3.5.3.3 Personal and Other Protective Equipment (Sections 8/15/23 of the OH&S Act)

The contractor shall identify the hazards in the workplace and conduct a risk assessment with appropriate mitigation measures. The contractor must apply the hierarchy of controls (elimination, substitution, engineering controls, administrative controls, PPE) or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in a hazardous environment.

It is a further requirement that the contractor maintains the said equipment, instructs and trains the employees in the use of the equipment, and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the Employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee.

The contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

C3.5.3.4 Other Regulations

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 24: Electrical Installations and Machinery on Construction Sites) the contractor shall be conversant with and shall comply with these regulations.

C3.5.3.5 Public Health and Safety (Section 9 of the OH&S Act)

The contractor shall, as far as is reasonably practicable, be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- non- employees entering the site for whatever reason;
- the surrounding community; and
- passers-by to the site.

C3.5.3.6 Health related Epidemics and Pandemics

The contractor shall, as far as reasonably practicable describe in his health and safety plan how health related epidemics and pandemics will be dealt with. The employer is aware that this section in the health and safety plan will not speak to specifics, but generic procedures. Aspects that should be included as a minimum are:

- Risk Assessment reviews;
- Prevention measures;
- Response measures;
- Employee training / information sharing;
- Employee health monitoring;
- Management of infected persons;
- Isolation rooms;
- Employee transportation;
- Employee accommodation;
- Eating facilities;
- Meetings / toolbox talks / Daily safety talks;
- Cleaning of offices / facilities;
- PPE.

Once the nature and scale of the epidemic or pandemic is known, the Contractor must update his health and safety plan with the relevant information and send the updated plan to the relevant appointed OHS Agent for approval. Once approved, the Contractor must implement the updated health and safety plan and maintain the updated plan on site.

C3.5.4 PROJECT/SITE SPECIFIC OHS CONSTRUCTION REQUIREMENTS

A) Baseline Risk Assessment

The following is a generic list of hazards and a Baseline Risk Assessment prepared by the Employer in terms of Construction Regulations 5(1)(a):

PROBABILITY LEGEND		**CONSEQUENCE / INJURY / LOSS**		**RANKING**					
A	Has happened	**5**	Fatality or permanent disability or > R 1,000,000		**A**	**B**	**C**	**D**	**E**
B	High Probability to happen	**4**	Major Injury or > R 500,000 < R 1,000,000	**5**	25	20	15	10	5
C	Could Happen	**3**	Average Lost time Injury or > R 250,000 < R 500,000	**4**	20	16	12	10	4
D	Not likely to happen	**2**	Minor Injury or < R 250,000	**3**	15	12	9	6	3
E	Very Unlikely to happen	**1**	Medical Treatment only or Less or No Financial loss	**2**	10	8	6	4	2
HIGH RISK = 15-25		**MEDIUM RISK = 5-12**	**LOW RISK = 1-4**	**1**	5	4	3	2	1

Activity	**Associated Hazards**	**Associated Risks**	**Risk Rating** **High** **Medium** **Low**
Site establishment	Extreme temperatures; Pesticides, herbicides, dust. Snakes, bees, spiders, vermin (rats & mice); Portable electrical equipment; Electrical hand tools; Lifting equipment; Aggrieved members of the public.	Heat exhaustion; Dehydration; Poisoning; Fatality / Serious health effect; Silicosis; Electrical shock; Personal Injuries; Falling objects; Strikes / riots	M
Security	Aggrieved members of the public; Uncontrolled people	Protest Riots Theft	M
Loading / Unloading of materials / plant & equipment from trucks	Lifting equipment; Inexperience operators; Inexperienced workers;	Material / plant falling from height; Operator losing control; Employees under / close to suspended loads.	M
Transportation of personnel / materials	Overloaded vehicles; Transportation of workers in vehicles not designed to transport people; Transporting vehicle defective / not roadworthy	Operator losing control of vehicle; Vehicle overturning; Vehicle accidents; Fatality; Serious injuries	H

Erection of temporary site offices	Extreme temperatures; Pesticides, herbicides, dust, cement; Snakes, bees, spiders, vermin (rats & mice); Portable electrical equipment; Electrical hand tools; Lifting equipment; Temporary works; Aggrieved members of the public.	Heat exhaustion; Poisoning; Fatality / Serious health effect; Silicosis; Electrical shock; Personal Injuries; Falling objects; Strikes / riots	M
Working with and handling of hazardous / flammable / toxic materials	Hazardous, flammable and toxic substances	Chemical burns; Fire; Serious injuries; Fatalities	M
Disposal of waste materials	Hazardous waste	Environmental pollution Re-use of containers can have serious health effect on people or fatal.	H
Traffic accommodation / calming	Public vehicles; Extreme temperatures Stop & Go	Employees run over by public vehicles – serious injuries /fatalities Heat exhaustion Public not adhering to stop & go signals / try to bypass stop & go – fatality / serious injuries / vehicle accidents.	H
Working in elevated positions - Working at heights, on slopes, next to excavations, on trucks.	Defective / Inadequate equipment; Improper use or non-use of fall protection equipment; Environmental conditions – rain / strong wind, lighting; Live electrical power lines; Suspension trauma.	Inadequate protection of employees against falls; Electrical Shock; Electrical arching; Slippery work surfaces; Fatality / serious injuries;	H
Stockpiling	Material falling from stockpile	Serious personal injuries; Material damage	M
Operations involving Noise	Noise	Noise induced hearing loss	M
Operations involving Vibration	Vibration	Damage to joints, muscles, circulation and sensory nerves.	M
Working above / near water environments	Working at heights Water environment	Drowning	M
Working near existing services – overhead/underground power cables; telecommunication cables	Electricity	Electrical Shock; Electrical arching; Fire; Burns Fatality Serious injury	H

Working with portable electrical equipment – grinders, circular saws, generators	Electricity Electrical tools Portable electrical equipment	Electrical shock Cuts Personal injuries	M
Driving and operation of construction vehicles and mobile plant	Distracted drivers; Recklessness; Impaired driving; Poor visibility; Poor road conditions; Unsecured loads; Uncontrolled vehicle entry; Equipment failure; Public vehicles; Uneven ground surfaces	Fatalities; Serious injuries; Crashes; Vehicles, plant and equipment damage; Workers not seen by operators; Workers working too close to mobile plant and vehicles; Construction vehicles & mobile plant not road worthy / defective; Roll over of construction vehicles / plant.	H
Excavation work	Unstable ground Underground electrical cables; Underground pipelines; Excavation equipment, construction vehicles & plant.	Cave-ins; People falling into excavation; Workers buried in excavation due to cave-ins; Construction vehicles / plant falling into excavation; Fatalities; Serious injuries	H
Use of explosives	Explosives; Flying debris	Fatality; Serious Injuries	M
Gabion work	Manual handling Slopes Slippery Rocks	Personal injuries Trips, Slips & Falls	M
Work adjacent or in proximity of railway lines	Trains	Working too close to railway track can cause train draft to suck workers under trains. People falling onto or in front of trains while working above railway track.	H
Work adjacent or near traffic	Public vehicles	Workers not attentive to approaching vehicles. Drivers not slowing down to indicated speed limit. Drivers losing control of their vehicles.	H
Temporary works – Form work & support work	Temporary works	Falls from height; Collapse of temporary work overloading	H
Demolition work	Demolition equipment Flying debris Explosives;	Fatality; Serious Injuries; Damage to equipment; Damage to public assets	H
Work adjacent to public property	Construction plant and equipment; Excavation activities; Demolition activities;	Injury to public persons; Damage to public property and assets;	H

Protection of public H&S	Unprotected temporary works; Stockpiles; Incomplete structures.	Public persons accessing construction area, stockpiles and incomplete structures. Fatality / Serious injury to public persons	H
Welfare facilities – drinking water; eating facilities; sanitary facilities	Water not suitable for human consumption; Shortage of water; Hazardous substances; Environmental impact.	Serious health effects; Dehydration Environmental pollution	M
Working in the environment	Bees Snakes Spiders Lighting Strong winds Heavy rain Hot/cold conditions	Poisoning; Fatality / Serious health effect; Electrical shock / burns; Personal Injuries; Slips; Drowning; Heat exhaustion; Dehydration;	M
General work	Hazardous biological agents	Serious health effects; Fatality; Pandemic; Epidemic	H

B) Daily Site Attendance Register

The Principal Contractor shall keep a daily site register so as to be able to identify the entire Contractors personnel on site in case of an emergency or evacuation situation. The attendance register must include permanent as well as temporary workers working on the site.

All contractors shall report to security/reception upon arrival at site. The Principal Contractor will only grant first time access to work on the site if all required documentation has been provided by the contractor and has been approved by the Principal Contractor.

All site visitors, suppliers and any new contractors shall report to security/reception upon arrival at site. All visitors need to sign an attendance register when visiting the site. Visitors include all persons which are not permanently working on the site but excludes temporary site workers. Visitors must undergo site induction training before they are allowed on site to make them aware of the site dangers.

C) Emergency Numbers / Emergency Evacuation

A list with emergency numbers must be readily available to first aiders and supervisors. Emergency numbers must be site specific and must display the nearest emergency facilities.

The Principal Contractor shall identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in The Principal Contractor's OH&S plan and communicated as part of induction training. It is the responsibility of the first aid worker, together with the construction supervisor, to make an assessment regarding the severity of injuries and which actions are appropriate. For example: transfer to a medical facility by ambulance or helicopter.

The Principal Contractor must implement an emergency evacuation procedure on site to ensure that in case of an emergency, all staff will leave their place of work when the emergency siren is sound and proceed to the designated emergency assembly point. The emergency assembly point at the site office must display the sign “Emergency Assembly Point”.

An evacuation route diagram must be displayed and visible at strategic points in the site office buildings and on notice boards.

All staff working on site must be given awareness training on the emergency evacuation procedure and evacuation drills must be exercised to ensure all staff know the correct procedure to follow in case of an emergency.

D) Site Security

Certain areas where work must be carried out is recognized unsafe areas and certain other areas may from time to time become unsafe, due to 3rd party actions. The Principal Contractor must, as far as reasonably possible, anticipate unsafe areas and must ensure that his site staff is safe from 3rd party actions, which include but is not limited to:

- Unrests,
- Violent Demonstrations,
- Theft,
- Injury to staff due to 3rd party actions.

The Principal Contractor must, when work is to be carried out in the above-mentioned areas, make provision for security services to accompany site staff during the execution of their work, as The Principal Contractor is responsible for the Health, Safety and Security of his own staff. The provision for security services must form part of The Principal Contractors tender.

E) Personal Protective Equipment

Comply with General Safety Regulations, Section 2

The Principal Contractor shall identify the hazards in the workplace and follow the hierarchy of controls to prevent incidents. Where possible, hazards must be eliminated or, where impracticable, mitigate the hazards through implementing control measures. Where mitigated hazards still pose a risk to the health and safety of workers, take steps to protect workers and make it possible for them to work safely and without risk to their health under the hazardous conditions, by wearing personal protective equipment and clothing.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigate hazardous situations before the wearing of PPE is considered. The hierarchy of hazard control must be followed before the option of personal protective equipment is considered. The following hierarchy of controls must be followed:

- Elimination
- Passive Controls
  - Substitution – Using a cherry picker or man-lift instead of a ladder.
  - Engineering Controls – Installing barrier railings; Installing stairs instead of using vertical ladders.
- Active Controls
  - Administrative policies and procedures
  - Personal protective equipment

Where it is not possible to create an absolutely safe and healthy workplace, the Principal Contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the Principal Contractor maintain the said equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the Employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee.

The Principal Contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the DSTI and Toolbox Talk meetings.

The Principal Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on site. Any person found not wearing a reflective jacket on site must be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are ineffective must immediately be replaced by The Principal Contractor.

F) Site Supervision

Comply with Construction Regulation, Section 8.

The Principal Contractor shall appoint a competent Construction Manager who shall be responsible for the construction activities and for ensuring occupational health and safety compliance on the construction site.

G) Working in Fall Risk Positions

Comply with Construction Regulation, Section 10

The Principal Contractor shall ensure that a fall protection plan, developed by a competent person who is designated as the Fall Protection Plan Developer, is available on site and understood by all employees who will be working in fall risk positions.
All employees working in fall risk positions shall protected themselves from falls by wearing a full body harness and the lanyard shall be attached as far as possible above the head of the worker to a life-line or other approved anchor point indicated in the fall protection plan.

In addition to obvious fall risk work activities, work activities which include:

- Working on the edge of an excavation where there is a risk of falling into the excavation; or
- Work on the edge of a vertical drop where there is a risk of falling;

shall be considered work in fall risk positions and Section 10 of the Construction Regulations must be adhered to at all times. The hierarchy of controls must be implemented when such activities are carried out. As a minimum the employee must wear PPE as identified in the risk assessment, which shall include a full body harness.

H) Excavations

Comply with Construction Regulations, Section 13

The Principal Contractor shall ensure that all excavations are carried out under the supervision of a competent person who has been appointed in writing as Excavation Supervisor.

The Principal Contractor must evaluate the stability of the ground in accordance with the geotechnical- science aspects before excavation work begins as well as during excavation work.

Excavations must be barricaded to prevent unauthorized access.

Material removed from excavations, as well as heavy machinery and construction vehicles, must not be closer than 1 meter to the edge of the excavation, to prevent additional loads on the excavation edge, which could cause cave-ins, to prevent construction vehicles from falling into the excavation and to prevent the accumulation of carbon monoxide gas inside the excavation.

The principal contractor and its contractors must cause every excavation which is accessible to the public or which is adjacent to the public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

- Adequately protected by a barrier or fence and as close to the excavation as is practicable; and
- Provided with warning illuminants or any other boundary indicators that are clearly visible at night or when visibility is poor.

People working in the excavation must be adequately protected from cave-ins, by means of protection systems such as trench boxed and shielding and must have a safe means of access into the excavation and egress from the excavation.

I) Construction Vehicles & Mobile Equipment

Comply with Construction Regulation, Section 23, National Road Traffic Act, 1996

Construction vehicle operators must have received training to operate the class of construction vehicle or mobile equipment and must be in possession of an operator's card as proof of competency. Construction vehicle operators must be authorised in writing and have a medical certificate of fitness issued by an occupational health practitioner to operate the construction vehicle and/or mobile equipment.
All construction vehicles operating on a public road, must be roadworthy, licenced and when operated on a public road, comply with the National Road traffic Act.

I) Electrical Equipment

Comply with Construction Regulations, Section 24.

The Principal Contractor shall take adequate steps to ascertain the presence of and guard against danger to workers from electrical cables or apparatus which is under, over or on the site.

The exact location of underground electric power cables must be determined before any excavators are used for excavation purposes.
The location of overhead electrical cables must be assessed when working with cranes and lifting equipment. Injury may be possible from touching the electrical cables with the crane boom, or from arching when the crane boom comes too close to the electrical cable.
All temporary electrical installations must be inspected at least once a week by a competent person and the records of the inspections must be recorded in a register which must be kept on site.
Electrical machinery and extension cords must be in a serviceable condition and must be inspected on a daily basis before use on a construction site by the authorised operator and the inspection checklist must be kept on the construction site.

Comply with Electrical Installation Regulations.

All electrical installations shall be inspected and approved by an accredited electrical inspector and a valid Certificate of Compliance must be issued for the installation.
All electrical installations carried out on site (permanent and temporary) must be in accordance and comply with the Electrical Installation Regulations.
All power supplies and generating units must be fitted with a functional earth leakage device.

J) **Temporary Storage of Flammable Liquids**

Comply with Construction Regulation, Section 25 and General Safety Regulations, Section 4

The Principal Contractor must ensure storage areas of flammable liquids are well ventilated and “No Smoking” signs are placed at the entrances and ventilation ducts of the storage areas. Firefighting equipment must be available in suitable positions around the storage areas.
Storage areas where flammable and hazardous chemical agents are stored must be bunded to contain 110% of the total quantity of liquid that can be stored in the area, to prevent environmental impact when leakage and spilling occur.

The Principal Contractor must ensure that good housekeeping is practiced in and around the flammable storage areas.

K) Water Environments

Comply with Construction Regulation, Section 26.

The Principal Contractor must ensure that a life jacket forms part of the employees PPE and is worn when the employee is exposed to the risk of drowning, by falling into water.

The risk assessment must make provision for the rescuing of persons in danger of drowning and for preventing employees from falling into the water.
When working next to a river, the Principal Contractor shall put a system in place to monitor the river water level in order to evacuate employee in case of a flood.

When working over water environments, Section 10 of the Construction Regulations – Fall Protection will also apply.

L) Housekeeping

Comply with Construction Regulation, Section 27, Environmental Regulations for Workplaces, Section 6(3).

The Principal Contractor shall ensure that suitable and acceptable housekeeping is continuously implemented and maintained on the construction site. Off-cuts and waste must be removed as soon as practicable.

M) Stacking & Storage of Material, Plant & Equipment

Comply with Construction Regulations, Section 28 and General Safety Regulations, Section 8.

The Principal Contractor shall appoint a competent person in writing with the duty of supervising all stacking and storage operations on site.

Stacking shall only take place in areas specifically demarcated for this purpose. Circular items must be secured with wedges or chocks.

Items removed from a stack shall only take place from the topmost layer of the stack.

Stacks shall not obstruct any fire extinguishing equipment, first aid equipment, electrical switchgear (DB Boxes) and ventilation or lighting installations.

Unstable stacks must be broken down immediately.

Storage of materials (stockpiles which are not flattened before end of shift) and construction plant directly next to roadways must be barricaded in such a way that will prevent public vehicles from driving into the material or construction plant. It is recommended that solid barricades are implemented in such cases.

N) Fire Precautions

Comply with Construction Regulation, Section 29.

The Principal Contractor must provide his own firefighting equipment that is within the service date and safe for use. Firefighting equipment must be on a register and inspected by a competent person who has been appointed in writing.

Suitable and sufficient fire extinguishing equipment must be placed at strategic locations, and a sufficient number of firefighters must be available, which must be trained in the use of it.

O) Intoxicating Liquor and Drugs

Comply with General Safety Regulations, Section 2A.

The principal Contractor must compile a Substance Abuse Policy, which must be communicated to all employees. This policy should form part of the induction material for employees as well as visitors.

The Substance Abuse Policy should set the limit for intoxication to zero in order to complement a vision of zero tolerance.

Any person found to be intoxicated, or consuming intoxicating liquor or illegal drugs, shall not be allowed onto the premises and/or must be removed from the premises.

The Principal Contractor has the right to test any person entering the premises for intoxicating liquor or illegal drugs and may refuse entrance on the basis of the outcome of the test.

The Principal Contractor shall ensure that employees taking prescription medicine informs the Principal Contractor of such and shall ensure that the side effect of such medicine does not constitute a hazard to the employee himself or people working with, or in close proximity to the employee.

P) Site Services

The Principal Contractor shall provide and maintain on the site adequate facilities for employees to use, which must be serviced and kept sanitary and hygienic at all times. The following site services should be taken note of:

i) Drinking Water

The Principal Contractor must ensure that an adequate supply of potable drinking water is available for all persons engaged in managing and working on the construction site and, if necessary, similar facilities elsewhere for such personnel off the site. Employees working in hot conditions must consume enough water per hour to prevent dehydration.

Containers containing drinking water must be marked with the words "Drinking Water" on the container. Where water is unsafe for human consumption, it must be indicated by means of adequate signage.

iv) Accommodation

The Principal Contractor shall comply with the requirements of Construction Regulation 30 with regards to employee’s accommodation. Reasonable and suitable living accommodation must be provided to employees who are far removed from their homes.

iv) Sanitary Facilities

The Principal Contractor shall comply with the requirements of Construction Regulation 30 with regards to employee’s sanitary facilities. Sanitary facilities must be positioned in close proximity of the work area. Sanitary facilities must be serviced regularly and kept in a clean and hygienic condition.

iv) Eating Facilities

The Principal Contractor shall ensure that employees have sheltered eating facilities that protect them from the sun and rain and must encourage employees to make use of such facilities during lunch breaks.
Clean water and soap for hand washing or hand sanitizer must be provided to employees to clean their hands before eating.
The eating facilities must be away from hazardous chemical agent storage facilities to aviod contamination of food.

Q) Traffic Accommodation

The Principal Contractor must develop a clear Traffic Management Plan, which must be approved by the Engineer. Traffic must be organized and controlled in accordance with the Traffic Management Plan and any work area must have adequate signage, signaling or other control arrangements to guard against the dangers relating to the movement of vehicles. Where reasonably practicable, solid barriers must be placed between workers and traffic passing by. There must always be a clear separation between the work area and public traffic in the form of delineators or a barrier and this separation must stay in place for the duration of the work activity. Construction vehicles must follow traffic accommodation procedures and may not bypass Stop/Go points or drive into oncoming traffic.

When the Principal Contractor is executing night work, permission should be obtained from the Engineer. The Principal Contractor must put in place visible or reflective signs that can be seen by motorist at a distance. If a stop and go method is used flag persons must be properly trained on how to control the traffic. Stop/Go area must be illuminated, and robots must be in working condition.

R) Noise & Hygiene Surveys

The Principal Contractor must ensure that noise and hygiene surveys are carried out on the project by an Approved Inspection Authority (AIA). Recommendations for implementation by the AIA must be implemented to ensure employee hearing conservation and hygiene safety.
Surveys must be carried out at intervals of 24 months.

C3.6 LOCAL PRODUCTION AND CONTENT

C3.6.1 SCOPE

The Department of Trade and Industry in consultation with National Treasury has designated the construction sector and determined the stipulated minimum threshold for steel products and component for construction for the state procurement for local production and content.

This sections provides the requirements for local production and content for the contract.

C3.6.2 PRODUCT DESIGNATION

The products and components for local content and production for construction are as follows:

C3.6.2.1 Steel

Only locally produced or locally manufactured steel products and components for construction with a minimum threshold for local content and production as stipulated below will be considered.

Table 1a: Minimum local content for Steel Value-added Products

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, hand railing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs and brackets	100%
Frames	Doors and windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding and colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products, all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

Table 1b: Minimum local content for Primary Steel Products

Steel Construction Materials	Local Content Threshold
Plates (>4,5mm thick and supplied in flat pieces)	100%
Sheets (<4,5mm thick and supplied in coils)	100%
Galvanised and Colour Coated coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels, Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%

In the designation, imported inputs raw materials (i.e. zinc and additives in the surface preparation and protection process (cleaning and coating/galvanising)) used in the production of steel products and components for the construction are deemed as locally manufactured input materials.

The imported input raw material, as specified above, used in the manufacture and production of steel products and components for construction will be deemed to have been sourced locally for the purposes of calculating local content.

C3.6.2.2 Electrical and telecommunication cables

Only locally produced or locally manufactured electrical and telecommunication cables for construction with a minimum threshold for local content and production as stipulated below will be considered.

Electrical Cables: cables used for power transmission	
Cable Products	**Stipulated minimum threshold**
Low Voltage	90%
Low Cost Reticulation	90%
Medium & High Voltage	90%
ACR	90%

Telecom Cables: cables used for telecommunications	
Cable Products	**Stipulated minimum threshold**
Optical Fibre Cables	90%
Copper Telecom Cables	90%

Excluded in the designation are mainly primary steel, copper, aluminium, polyvinyl chloride (PVC), cross-linked polyethylene (XLPE), aramid yarn, and optical fibre used for fabrication of cable products. This is to encourage local manufactures to seek the best global competitive prices for primary materials hence the competitive imported materials used in the manufacture of cables will be deemed to have been sourced locally for the purposes of calculating local content.

C3.6.3 COMPLIANCE

Contractors may not subcontract any work in such a manner that the local production and content of the designated products does not meet the specified thresholds.

The completed Form A25 (SBD6.2): Declaration Certificate for Local Production and Content for Designated Sectors and Form A25: Local Content Declaration: Summary Schedule (Annexure C), submitted by the Contractor are included as part of the contract in Part C5 Annexure.

The Department of Trade and Industry will undertake compliance audits with a view to monitor the implementation of the industrial development strategies.

C3.6.4 MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of compliance with the provisions of this clause C3.6. All costs incurred in this regard shall be considered to be included in the rates tendered for the various items of work listed in the Bill of Quantities.

C3.7 PROCESS FOR ANY APPLICABLE LOCAL-PRODUCTION OR LOCAL-CONTENT EXEMPTION

For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption per tender. After checking with the industry, the DTI will decide whether to grant an exemption or not.

In the official request (signed letter), the following information should be included:

- Procuring entity/government department/state owned company.
- Tender/bid number.
- Closing date,
- Item(s) for which exemption is being requested for.
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met,
- Reason(s) for the request.
- Supporting letters from local manufacturers and suppliers.

NB – Exemption letters are tender specific and applications are not transferrable.

The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

Request for exemption letters are to be directed to:

Dr Tebogo Makube
Chief Director: Industrial Procurement
Tel: 012 394 3927
E-mail: tmakube@thedti.gov.za

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

Patricia Khumalo
Tel: 012 394 1390
E-mail: khumaloP@thedti.gov.za

PART C4: SITE INFORMATION

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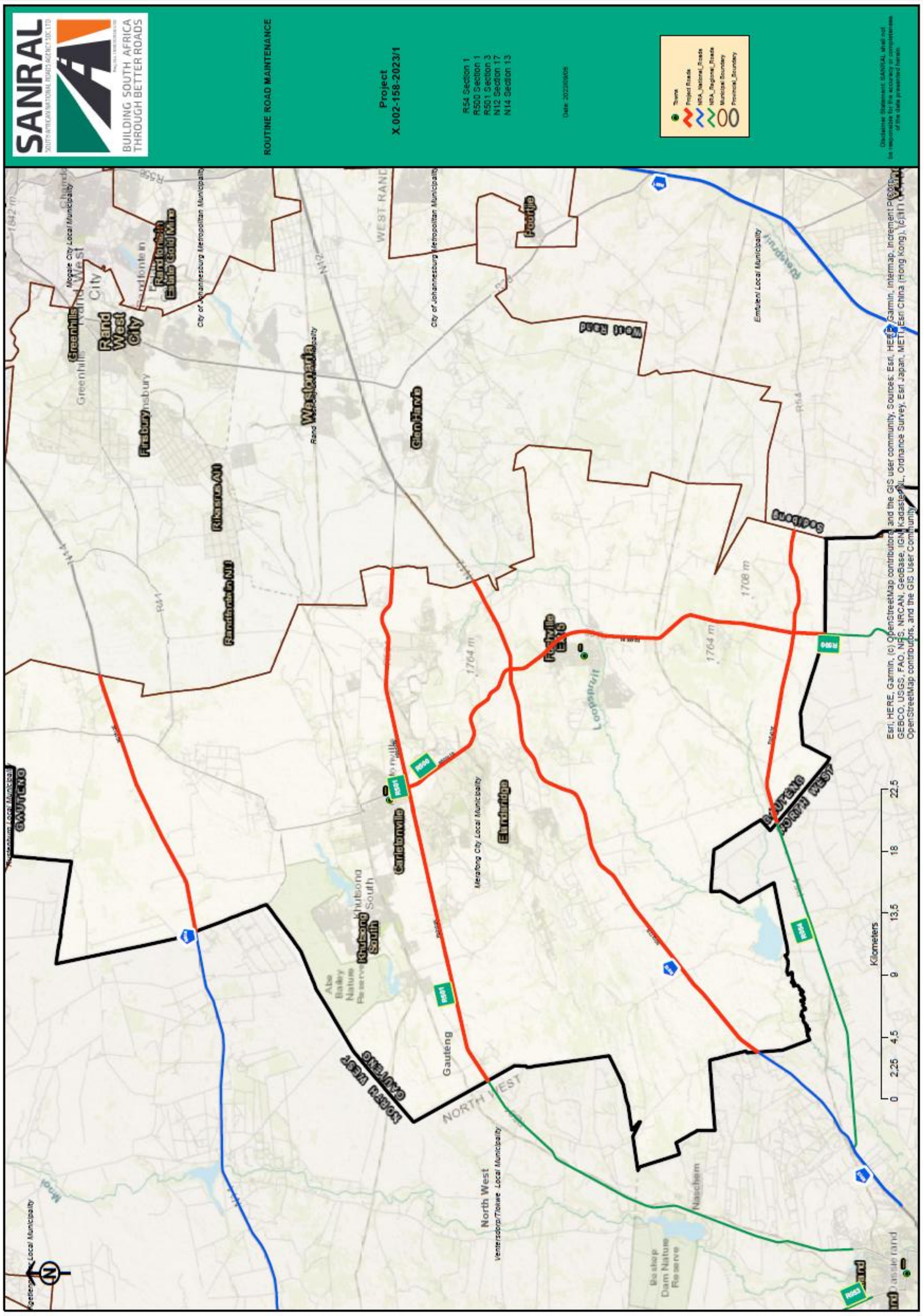
C4.1 LOCALITY PLAN



CONTRACT SANRAL X.002-158-2023/1

THE ROUTINE ROAD MAINTENANCE OF NATIONAL ROAD N12 FROM RAND WEST CITY MUNICIPAL BORDER TO GAUTENG/NORTH WEST BORDER, N14 FROM RAND WEST CITY MUNICIPAL BORDER TO GAUTENG/NORTH WEST BORDER, R54 FROM EMFULENI MUNICIPAL BORDER TO GAUTENG/NORTH WEST BORDER, R500 FROM GAUTENG/NORTH WEST BORDER TO CARLETONVILLE, R501 FROM RAND WEST CITY MUNICIPAL BORDER TO GAUTENG/NORTH WEST BORDER

LOCALITY PLAN

C4.2 GENERAL ROUTINE ROAD MAINTENANCE INFORMATION

ROAD CONDITION REPORT 2026

Tenderer Summary

Routine Road Maintenance: N12, N14, R54, R500 and R501

1. Purpose and Scope

The January 2026 Road Condition Report provides general, historic and route-specific information intended to assist prospective tenderers in pricing and carrying out the routine road maintenance contract. The report is based on actual maintenance data and experience from the preceding maintenance period and uses TMH 9 visual condition assessment principles for flexible pavements.

The maintained network comprises approximately 147.19 km. The scope includes the national-road reserve and intersections within SANRAL's responsibility, while provincial, municipal and private crossroads outside the national-road reserve responsibility are excluded. The report also records road furniture, drainage, structures, historic maintenance and proposed future rehabilitation information.

2. Route Network and Key Characteristics

Route / Section	Extent	Length	General characteristics
N12-17	km 18.90–57.45	38.55 km	Single carriageway with passing lanes; double seal; 7.8 m surface; Category A major rural road
N14-13	km 49.70–67.96	18.26 km	Single carriageway; asphalt from km 53.8–67.96 and various seal work from km 49.70–53.8; Category A major rural road
R54-1	km 22.10–41.66	19.56 km	Single carriageway; various seal work; Category B interurban collector
R500-1	km 29.20–65.10	35.90 km	Single to dual carriageway; various seal work; rolling terrain; Category C road
R501-3	km 33.70–68.62	34.92 km	Single to dual carriageway; various seal work; Category B road
TOTAL		147.19 km	

3. Environmental and Operating Context

- The report places the project in a moderate dry sub-humid climatic region under Thornthwaite's moisture index (-20 to 0).
- The report describes the area as a winter rainfall region, with most rainfall occurring from November to February and the driest period from June to August.
- Average annual rainfall is stated as 96 mm. Average monthly maximum temperatures reach about 28°C in December and January, while average monthly minimum temperatures are about 16°C in June and July.
- Route terrain is generally rolling on the N12 and R500 and flat on the N14, R54 and R501.
- The route reserve widths vary by section and include significant maintained areas, medians, shoulders, drainage infrastructure and road furniture.

4. Tendering Significance

The report should be treated as a practical indication of the maintenance environment rather than a detailed quantity schedule. The tenderer is expected to allow for recurring routine maintenance, reactive repairs, emergency response and road-reserve management across the full network. The condition information indicates that pricing must accommodate both planned routine activities and isolated corrective works.

ROAD CONDITION AND MAINTENANCE SUMMARY

Route-specific observations relevant to tender preparation

5. N12 Section 17 – km 18.90 to 57.45

- Approximately 38.55 km; Category A major rural road with a two-lane single carriageway and passing lanes.
- The pavement surfacing is a double seal (6.7 mm + 13.2 mm), with 1.5 m unpaved shoulders.
- The report records 100 m of concrete side drain, all on the northbound side, described as ranging from fair to good condition.
- Nine concrete bridges are listed and are described as appearing to be in fair condition.
- The culvert inventory extends along the route; the report describes the culverts as generally fair, with isolated culverts requiring attention.
- Approximately 1,326 m of guardrail is recorded and described as fair; replacement is anticipated where guardrails are impacted.
- Traffic signs are generally described as relatively good, with isolated signs requiring replacement.
- No rest areas are recorded.
- Historic maintenance recorded includes crack sealing and pavement-layer repair information elsewhere in the report; the report should be used together with the contract specifications when establishing the tender allowance.

6. N14 Section 13 – km 49.70 to 67.96

- Approximately 18.26 km; Category A major rural road on generally flat terrain.
- The section has various seal work from km 49.70–53.8 and asphalt from km 53.8–67.96.
- The two listed intersections are described as being in fair condition.
- Approximately 9,603 m of concrete side drains are recorded, comprising 3,661 m northbound and 5,942 m southbound. Stone pitching is also present around the concrete drains.
- No bridges are recorded; numerous culverts are inventoried along the section.
- Approximately 7,100 m of guardrail is recorded.
- Road markers were moved to accommodate revised provincial boundaries. The traffic-sign inventory identifies isolated missing, outdated, incorrectly positioned or damaged signs requiring attention.
- No rest areas or lay-bys are recorded and no subsoil drains are recorded.

7. R54 Section 1 – km 22.10 to 41.66

- Approximately 19.56 km; Category B interurban collector on flat terrain.
- Single carriageway with two lanes and various seal surfacing; a 100 m long grass median is noted at the km 35.0 intersection.
- No concrete or stone-pitched side drains are recorded.
- One bridge is listed at approximately km 38.6; the report notes exposed reinforced steel in the bridge walls.
- A substantial culvert inventory is recorded, together with approximately 172 m of guardrail.
- The traffic-sign inventory contains a number of signs identified as required, missing, outdated or needing replacement, including curve, crossroad and junction warnings.
- No rest areas, lay-bys or subsoil drains are recorded.

8. Cross-route Condition Themes

Across the network, the report points to a combination of routine preservation and isolated corrective works. The recurring requirements are not limited to pavement repairs: drainage, culverts, guardrails, traffic signs, road markings, shoulders, vegetation, fencing, erosion, emergency response and road-reserve housekeeping are all material components of the maintenance workload.

TENDER WORKLOAD AND MAINTENANCE REQUIREMENTS

Consolidated tenderer-focused summary

9. R500 Section 1 – km 29.20 to 65.10

- Approximately 35.90 km, with rolling terrain and a transition from single carriageway to dual carriageway within the section.
- Various seal work is recorded. The report states that patches on the single carriageway have been repaired.
- Approximately 5,510 m of concrete drainage is recorded across the section, including northbound, median and southbound drainage.
- Eight bridges are listed, including a train underpass at approximately km 42.4 and the B687 bridge at approximately km 29.8.
- Approximately 6,360 m of guardrail is recorded across the section.
- The traffic-sign inventory is extensive and identifies numerous missing, outdated, incorrectly positioned or additional signs required. This indicates a material road-furniture maintenance workload.
- Two cut locations are identified at approximately km 51 and km 55.
- No rest areas, lay-bys or subsoil drains are recorded.

10. R501 Section 3 – km 33.70 to 68.62

- Approximately 34.92 km; Category B road, generally flat terrain, changing from single to dual carriageway.
- Approximately 15,600 m of concrete side drains are recorded, including median and side drainage.
- Three bridges are listed, at approximately km 23.0, km 50.8 and km 55.8.
- Approximately 2,954 m of guardrail is recorded.
- The traffic-sign inventory identifies numerous missing, damaged, outdated, incorrectly positioned or additional signs, including warning, stop, yield, guidance, speed-limit and keep-left/no-entry signs.
- A significant pavement/traffic-management issue is recorded around the sinkhole at approximately km 45. The road was closed on SANRAL instruction, with reduced-speed and deviation warning signage and rumble strips implemented. The report also records inspections and attention to unreported incidents.
- No rest areas, services crossing the road or subsoil drains are recorded.

11. Typical Maintenance Activities to Allow For

- Pavement: surface patching, pothole and edge-break repair, slurry/rut repairs, bleeding repairs, pavement-layer repairs, crack sealing, asphalt patching and surface treatment.
- Drainage: cleaning and repair of inlet/outlet structures, culvert and waterway cleaning, concrete-channel maintenance, earth-channel maintenance, subsoil drainage where applicable, and erosion protection.
- Road reserve: mowing, vegetation control, herbicide application, weed eradication, firebreaks, tree/shrub maintenance, litter and illegal-dumping removal.
- Road furniture: traffic-sign erection/repair/cleaning, removal of illegal signs, road studs, guardrails, distance markers and road markings.
- Safety and emergency response: route patrols, accommodation of traffic, emergency standby, incident response, removal of wrecks/abandoned vehicles and minor structural repairs.
- Shoulders and slopes: shoulder repairs, edge-build-up removal, slope stabilisation, washaway repair and erosion control.
- Fencing and access: repair and replacement of damaged fencing and management of road-reserve infringements where applicable.

12. Overall Tenderer Assessment

The 2026 Road Condition Report presents a maintenance network of approximately 147.19 km with materially different road types and maintenance environments. The most significant tendering considerations are the scale of the network, extensive drainage and road-furniture inventories, recurring pavement preservation, vegetation and road-reserve obligations, and the requirement to respond to isolated safety, structural and emergency issues.

The report is expressly intended to support the tendering process. Tender pricing should therefore be developed with sufficient allowance for recurring route patrol and routine activities as well as reactive and emergency work, while the contract documents and applicable SANRAL specifications remain the controlling documents for the final scope, measurement and payment provisions.

PART D: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT

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D3001 SCOPE

Section D of the Specifications describes the structured engagement with project Stakeholders and affected Communities to the project. It also guides the selection and the enhanced utilisation and development of Targeted Labour and Targeted Enterprises.

D3001.01 Principles for Project Liaison, Targeted Enterprise Subcontracting, and Targeted Labour Sourcing in SANRAL Projects (Fourteen-Point Plan)

The scope of the work described in this Section D of the Specifications shall be based on the Employer's Principles for Project Liaison, Targeted Enterprise subcontracting, and Targeted Labour sourcing in all SANRAL projects, which are stipulated below:

1. *SANRAL will establish a Project Liaison Committee (PLC) for every project to create a platform for project communication with the aim to facilitate the Contractor's subcontracting with Targeted Enterprises and the employment of Targeted Labour. It may also include the supply of material and goods, procurement of services, and participation with MoU, MoA, and/or PPP partners to facilitate successful works execution.*
2. *Communication shall be co-ordinated through the PLC where the expectations of impacted local businesses, communities and other stakeholders are managed.*
3. *SANRAL will take the project to the recognised community structures and identified and affected stakeholders of the community before the appointment of the PLC. SANRAL shall Induct the PLC, chair PLC meetings and provide secretarial support through the Consulting Engineer or its Agent. Representation on the PLC will comprise of SANRAL, the Contractor, the Consulting Engineer (SANRAL's Agent), and other relevant entities such as business representatives, traditional authority representatives, provincial, district, and local municipal representatives (not political office bearers), community representatives, and any other critical local Stakeholder that may be deemed necessary by SANRAL. While serving on the PLC, members must declare any conflict of interest and recuse themselves if requested by the PLC Chairperson.*
4. *The social facilitator with the guidance of the Stakeholder Engagement department may be appointed by the Consulting Engineer during the design stage of the project, and the Project Liaison Officer (PLO) shall be appointed by the Consulting Engineer during the mobilisation period of the project. The recruitment shall be fair and transparent, and the individual appointed must be supported by the PLC.*
5. *The definition of a Target Area (sometimes referred to as a local area or Project Area) may be varied by SANRAL with the input of the PLC prior to the construction tender being let.*
6. *The setup of databases for Targeted Labour in the Target Area will be done with the input of the PLC. The Targeted Labour database will be disseminated to the PLC for comment and input.*
7. *A system of Targeted Labour selection from the database must be established at a PLC meeting. The Targeted Labour database will be used by the Contractor to recruit Targeted Labour.*
8. *The PLC may contribute to identifying areas of the Scope of the Works that are deliverable by Targeted Enterprises, and areas where capabilities are not available locally. All Scope of the Works areas where capabilities are not available locally will be imported from outside of the local area and local service providers will be given an opportunity to learn through one of the structured training options provided in the Contract.*
9. *Capability assessments of Targeted Enterprises will be done with the input of the PLC, prior to the subcontract tender stage commencing, to identify any deficiencies in skills and experience. For Targeted Labour, skills assessments will be done at recruitment stage.*
10. *Targeted Enterprise development support and training shall be coordinated and conducted, prior to the sub-contract tender stage commencing, with the input of the PLC.*

11. *In accordance with the provisions of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000), and aligned with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), the Contractor shall with the input of the PLC, as part of the setup of the database for Targeted Enterprises, conduct a comprehensive market analysis within the defined Community. The database will be disseminated to the PLC for comment and input. A database will only become final on the date of sub-contract tender closure.*
12. *The Targeted Enterprises on the database must be assisted by the Consulting Engineer and the Contractor to be compliant with the relevant legislation to execute work for a SANRAL project. Targeted Enterprises on the database must be registered on the National Treasury Central Supplier Database (CSD). The databases for Targeted Enterprise subcontracting will be used by the Contractor for open tender processes. Tender processes for Targeted Enterprise subcontracting must be conducted by the Contractor using government principles (e.g., public opening of received bids, announcement of bidders and prices). The successful tenderers will be tabled, by the Contractor, in the PLC meeting for information purposes.*
13. *Appeals to the tender process, which cannot be resolved by the PLC, must be escalated to SANRAL's Transformation Unit for review.*
14. *The Consulting Engineer shall ensure and report in writing to the Project Manager that formal contracting arrangements between the Contractor and the Targeted Enterprise Subcontractors are as per the relevant D-Series requirements in all projects.*

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

D3002 DEFINITIONS AND APPLICABLE LEGISLATION

The definitions and legislation listed below informs the requirements of this Section D of the Specifications for Stakeholder and Community Liaison, Targeted Labour employment and Targeted Enterprise utilisation and development.

D3002.01 Definitions

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

Business Coaching

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

Community

The Community consists of permanently residing persons of South African Citizenship including households, local businesses, and community-based organisations that are owned or controlled by South African citizens as defined in terms of the South African Citizenship Act, (Act 88 of 1995), in the Project Impact Area as defined in the Contract Data, demarcated by the Municipal Demarcation Board. Such members may participate in or benefit from employment opportunities, subcontracting, skills development, community liaison, or other social and economic development obligations imposed.

All persons and entities claiming permanently residing Community status shall at request of the Employer provide proof of South African citizenship and proof of residence or operation within the Project Impact Area to the satisfaction of the Employer's Transformation Unit.

Contract Participation

Contract Participation is the process by which the Employer implements Government's objectives by setting Specific Goals to enhance Targeted Labour and Targeted Enterprises' utilisation and development, which the Contractor must achieve as a minimum.

Contract Participation Goal (CPG)

The CPG is the monetary value of the participation goals set by the Employer for Targeted Labour and Targeted Enterprises expressed as a percentage of the Final Contract Value, Refer to D3002.01 Definitions - Final Contract Value. [excluding provision for Contract Price Adjustment (CPA), also referred to as escalation, contingencies for unforeseen additional expenditure, and Value Added Tax (VAT)].

Contract Participation Goal Plan (CPG Plan)

The CPG Plan outlines how the Contractor intends to achieve the various Specific Goals w.r.t. the CPG as set in the Specification Data. The CPG Plan includes the detail of the Targeted Enterprise work programme, as well as the contents and value of the work packages. See Annexure X1 for the CPG Plan template.

Contract Participation Performance (CPP)

The CPP is the measure of the Contractor's progress in achieving the CPG and the formula for calculating its value is described in Section D3003.05.

Corporate Social Investment (CSI)

The definition of the CSI Percentage as included under the Contract Data. The Main Contractor shall commit to allocating a minimum amount equivalent to 0.5% of the Final Contract Value towards the approved Corporate Social Investment initiatives in the Project Impact Area, as may be further specified or adjusted by the Employer. The Contractor shall demonstrate its willingness to actively participate in the social development initiatives within targeted areas.

Contract Skills Development Goals (CSDG)

The CSDG shall be expressed as a percentage (%) of the Final Contract Value and shall not be less than the percentage specified for Civil Engineering Works in the Specification Data (D3010). This monetary commitment shall be used to deliver accredited skills development interventions that may be measured in hours of training provided, or head count of individuals benefiting from formal training, apprenticeships, learnerships, internships, or other approved skills development activities, in accordance with the Employer's Community Participation and Skills Development Guidelines.

Expanded Public Works Programme (EPWP)

Government-initiated programme through the Department of Public Works and Infrastructure, labour-intensive programme funded wholly or partly from public resources to create public benefit, temporary employment opportunities, skills development and practical work experience, with emphasis on locally based labour and targeted groups.

Final Contract Value

The Final Contract Value also means the Contract Price as defined in FIDIC, sub-clause 1.1.4.2. To calculate the CPG as per Section D3003.04, Contract Participation Goal (CPG), of the Specifications, the Final Contract Value shall exclude CPA, and VAT).

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.

Integrated Transport Information System (ITIS)

SANRAL's designated Integrated Transformation Information System used to capture, manage and report project performance information regarding the D3000 requirements.

ITIS Reporting

The controlled process of capturing, uploading, validating, reviewing, correcting, approving, locking and extracting project information and supporting evidence in ITIS, through the relevant project information module or approved interface, for contractual administration, management reporting, KPI reporting, EPWP reporting and audit. ITIS Reporting is not complete merely when data is entered; it is complete only when the data is accurate, supported by the prescribed evidence, verified by the responsible reviewer, approved by the authorised SANRAL official and available for authorised reporting.

Labour

Persons:

i) who are employed by the Contractor or a Subcontractor in the performance of the Contract, and
ii) whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's or Subcontractor's employment policies, but
iii) who is not Targeted Labour as stated in the Specification Data.

The personnel employed by the suppliers of goods and material are not defined as "Labour" for the purposes of this Contract.

Learner-month

Learner-Month Means one calendar month during which one approved Learner or Candidate is actively placed on work directly related to the Contract and receives the structured workplace learning, supervision or mentorship required under the applicable Skills Development Method.

Market Analysis

Market analysis shall identify the number, type, and capacity of local Targeted Enterprises, assess the availability of relevant skills, trades, equipment, and supply chain readiness within the Community, determine any gaps where capacity building, skills development, or enterprise incubation may be required, and establish baseline data to enable the monitoring and evaluation of local procurement and enterprise development obligations throughout the duration of the Contract.

Market Related Rates

Market-Related Rate means the Engineer's approved fair, reasonable and auditable unit-rate benchmark for a specified work item. It reflects prevailing market prices arising from demand and supply, as evidenced through open and competitive procurement, but shall be determined independently of the Contractor's tendered rate.

In assessing the market-relatedness of a Targeted Enterprise rate, the Engineer shall consider verified and comparable market information and/or an independent detailed rate build-up of the labour, plant, materials, transport, overheads and reasonable profit required to execute the work. The assessment shall take account of the applicable assessment date, scope, specification, quantity, package size, geographical location, material source, haul distance, statutory obligations, mobilisation requirements, construction method, productivity, site conditions, production constraints and commercial inclusions.

Mentoring

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

Mobilisation Period

The period from the Contract Commencement Date until the D3000 requirements are met as stated in D3005.

Project Area

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

Based on market research and/or requisite resources availability, Project Areas other than defined above may be identified where preference would be given to Targeted Enterprises for subcontracting opportunities.

Project Information Module

The PIM, PIMS or other module/interface designated by SANRAL for the capture and approval of project-level information. The current approved SANRAL system terminology and user manual shall prevail.

Project Liaison Committee (PLC)

The PLC is the Committee that represents the Employer, Engineer, Contractor, project Stakeholders and the Communities affected by the project. It is important to note that:

i) elected and/or nominated political office bearers may not be members of the PLC, and
ii) The Engineer and Contractor become members of the PLC on their appointment and participate in the Committee within the scope of their respective roles and responsibilities.

Project Liaison Officer (PLO)

The PLO is the person who acts as the liaison officer for the project. The PLO facilitates the selection of Targeted Labour to be employed by the Contractor and attends to the day-to-day project, Stakeholder, and Community matters that impact on the parties to the PLC.

Project Management Team (PMT)

The PMT, which consists of the Employer, Engineer, and the Contractor, or their representatives, is a party to the PLC and hence, is co-responsible for successful project Stakeholder and Community liaison. The PMT is also responsible for the successful implementation of the Employer’s Targeted Labour and Targeted Enterprise utilisation and development goals.

Specific Goals

Specific Goals may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender and disability.

The Employer’s Specific Goals are set in the Specification Data, and unless otherwise permissible by the Preferential Procurement Policy Framework Act (Act 5 of 2000) and its Regulations, Specific Goals may be set by the Employer for the Contractor to subcontract with Targeted Enterprises in terms of their ownership and/or control, and employ Targeted Labour as follows:

i) EME’s and/or QSE’s which are at least 51% owned by black people as listed below.
ii) Black people who:
  a. are citizens of the Republic of South Africa by birth or descent; or
  b. became citizens of the Republic of South Africa by naturalisation:
    i. before 27 April 1994; or
    ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.
iii) Women who are South African citizens.
iv) Youth as defined in the National Youth Commission Act (Act 19 of 1996).
v) People with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act (Act 55 of 1998).
vi) Black military veterans who qualify to be called a military veteran in terms of the Military Veterans Act (Act 18 of 2011).
vii) Unemployed persons that are black people as listed in iii) to vi) above.
viii) Unemployed persons not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution.

Stakeholders

Any Stakeholder listed in the Employer’s Communication Policy who is affected by the Employer’s operations in the Project Area(s) and/or who has an interest or concern in the project, either as a decision maker, participant or affected party and may include, amongst others, the following entities:

i) Relevant Provincial departments.
ii) Relevant Municipal departments.
iii) Traditional leadership representation.
iv) Organised forums representing community interest groups.
v) Organised forums representing the youth, women, and disabled people.
vi) Other structured community groups such as religion, education, farming, etc.
vii) Organised forums representing the transport sector.
viii) Organised forums representing the business sector.
ix) Organised forums representing road users and road safety interest groups.
x) Organised forums representing environmental interest groups.
xi) Any other relevant stakeholder forum or organisation recognised by the Employer and the local municipality.

Subcontractor

Subcontractor is an entity appointed by the Contractor to execute a portion of the Scope of the Works as defined in the Conditions of Contract under FIDIC subclause 1.1.2.8 and not contributing to the CPG. A Subcontractor that is not a Targeted Enterprise Subcontractor shall not be recognised for purposes of achieving the CPG under this Part D and shall not be included in the approved CPG Plan.

Target Area

The geographic area defined in the Specification Data for Targeted Labour, and which typically are:

i) one or more Provinces,
ii) one or more Metropolitan or District Municipalities,
iii) one or more Local Municipalities, or
iv) one or more Wards that are predominantly located within the Project Area.

Targeted Enterprise (TE) Subcontractor

An entity that meets the eligibility requirements specified in the Specification Data and is procured, appointed, and subcontracted in accordance with the requirements of this Part D, for the purpose of executing the prescribed percentage of the Final Contract Value contributing towards the CPG. A subcontractor or JV participant not procured and appointed in accordance with this Part D shall not be recognised as a Targeted Enterprise for purposes of CPG achievement.

i) the Contractor does not have any equity holding in the enterprise, either directly or through a flow through calculation in accordance with the amended Construction Sector Code of Good Practice published in Notice 931 of 2017 in Government Gazette No. 41287 of 2017 in terms of the Broad Based Black Economic Empowerment Act (Act 53 of 2003); and
ii) is registered in terms of the Company's Act (Act No. 71 of 2008) or Close Corporation Act (Act No. 69 of 1984); and
iii) its ownership adheres to the Specific Goals as set in the Specification Data; and
iv) is registered with National Treasury's Central Supplier Database; and
v) is tax compliant prior to award of a subcontract; and
vi) is CIDB registered where applicable; and
vii) is COIDA compliant prior to award of a subcontract where applicable.

A Targeted Enterprise may be a:

a. subcontractor subcontracted to execute a portion of the Scope of the Works,
b. manufacturer that operates or maintains a factory or establishment that produces materials or goods,
c. supplier that owns, operates, or maintains a store, warehouse, or other establishment in which goods are kept in stock, which was bought in its own name, and regularly sold to other parties in the usual course of its business,
d. service provider who provides professional, technical, or managerial services, including those required for the acquisition of personnel, facilities, equipment, and goods.

Targeted Enterprises are also Subcontractors as defined in the Conditions of Contract under FIDIC subclause 1.1.2.8.

Target Group Development Co-ordinator (TGDC)

The TGDC is a full-time, dedicated staff member or subservice provider appointed by the Contractor to develop, implement, and monitor the training, development and support of Targeted Labour and Targeted Enterprises. The TGDC also mentors, guides and coaches the Targeted Enterprises.

Independent Targeted Enterprise Monitor

The Targeted Enterprise Monitor is an independent sub-service provider, or individual, appointed by the Engineer and reporting to the Employer's Transformation Unit, to audit the Contractor and his TE Construction Manager's activities with respect to their obligations to Targeted Enterprises.

Targeted Enterprise Procurement Coordinator (TE Procurement Coordinator)

The subservice provider appointed by the Contractor to facilitate the procurement of Targeted Enterprise Subcontractors. The subservice provider shall not be a subsidiary member of the Contractor; no member of his personnel should have a holding equity or any interest in this subservice provider. The TE Procurement

Coordinator shall undertake procurement of targeted enterprises based on market rates for each package, which shall be reviewed. The Engineer who shall verify if the rates are market related and approve the provided or balanced rates and accepted prior to tender for each subcontract package.

Target Group

It is a group of entities and/or persons set as the Employer's Specific Goals in the Specification Data for the Contractor to subcontract with Targeted Enterprises and employ Targeted Labour.

Targeted Labour

Persons:

i) who are unemployed, and
ii) who are then employed by the Contractor or a Subcontractor (including Targeted Enterprises) in the performance of this Contract, and
iii) whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's or Subcontractor's or Targeted Enterprise's employment policies, and
iv) 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
v) who are stated as being Targeted Labour in the Specification Data.

The personnel employed by the Contractor's suppliers and service providers are not defined as "Targeted Labour" for the purposes of this Contract.

Technical Capacity Building

the structured development and improvement of a person's or organisation's technical knowledge, practical skills, systems and resources through training, coaching, mentoring, guidance and supervised practical experience, enabling them to perform specified technical functions competently, independently and consistently in accordance with applicable standards and requirements.

Training

Training refers to the process of teaching a Learner, usually in a classroom or simulated work environment situation where principles, theory, knowledge, and skills are taught, and demonstrations are given. Assignments are set to ensure that the Learner 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 Learner.

Training and Skills Development Programme (TSDP)

The TSDP outlines how the Contractor intends to achieve the CSDG targets, by applying the various training methods described in Section D3010 of the Specifications.

D3002.02 Applicable Legislation, Regulations and Standards

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

a) Constitution of the Republic of South Africa Act, Act No. 108 of 1996.
b) Public Finance Management Act, Act No. 1 of 1999.

c) Preferential Procurement Policy Framework Act, Act No. 5 of 2000, and its latest regulations.
d) The South African National Roads Agency Limited and National Roads Act, Act No. 7 of 1998.
e) Construction Industry Development Board Act, Act No. 38 of 2000.
f) Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, as amended.
g) Amended Construction Sector Codes, Government Gazette Notice 931 of 2017.
h) The Skills Development Act, Act No. 97 of 1998.
i) The Skills Development Levies Act, Act No. 9 of 1999.
j) The National Small Enterprises Act, Act 102 of 1996, as amended.
k) National Qualifications Framework Act, 2008 (Act No. 67 of 2008), together with applicable QCTO policies and regulations

The following Standards and Practice Notes, as amended from time to time, are applicable in terms of Targeted Labour and Targeted Enterprises and are used fully or portions thereof in this Section D of the Specifications:

i) CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, 29 January 2013 (Government Gazette No. 36190, 25 February 2013).
ii) CIDB Standard for Developing Skills through Infrastructure Contracts, 08 August 2013 (Government Gazette No. 36760, 23 August 2013), amended by version 2, June 2020 (Government Gazette No. 43495, 03 July 2020).
iii) CIDB Standard for Developing Skills through Infrastructure Contracts, Board Notice 913 of 2026, Government Gazette No. 54575 of 24 April 2026, standard dated 31 March 2026.
iv) CIDB Standard for Minimum Requirements for Engaging Contractors and Subcontractors on Construction Works Contracts, 25 October 2015 (Government Gazette No. 42021, 09 November 2015).
v) CIDB Standard for Contract Participation Goals for Targeted Enterprises and Labour through Construction Works Contracts, 31 October 2017 (Government Gazette No. 41237, 10 November 2017).
vi) SANS 10845: 2015, Parts 5, 7 and 8.

The following Labour, employment and safety legislation, as amended from time to time, are applicable in terms of Targeted Labour and Targeted Enterprises and are used fully or portions thereof in this Section D of the Specifications:

i) Skills Development Act, Act No. 97 of 1998 Skills
ii) Skills Development Levies Act, Act No. 9 of 1999
iii) National Qualifications Framework Act, Act No. 67 of 2008
iv) Basic Conditions of Employment Act, Act No. 75 of 1997
v) Labour Relations Act, Act No. 66 of 1995
vi) Employment Equity Act, Act No. 55 of 1998
vii) Occupational Health and Safety Act, Act No. 85 of 1993, including Construction Regulations
viii) Compensation for Occupational Injuries and Diseases Act, Act No. 130 of 1993 COIDA
ix) Unemployment Insurance Act, Act No. 63 of 2001
x) Bargaining Council for the Civil Engineering Industry collective agreements, where applicable

D3003 TARGET GROUP PARTICIPATION

This part of Section D of the Specifications describes the Employer's requirements for the establishment of Target Group databases from which participants in the project will be selected for employment and subcontracting.

It also describes the measurement of penalties to be applied with respect to the CPG as defined in the Specification Data.

D3003.01 Target Group Participation

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

a) optimising the utilisation of local resources in the Project Area,
b) developing these local resources in the execution of the project, and
c) maximising the amount of funds retained within the Project Area.

To give effect to these objectives the Contractor shall, over the full duration of the contract, from site establishment up to the completion of the works:

i) employ Targeted Labour from the Target Area(s) as stated in the Specification Data, and
ii) subcontract Targeted Enterprises as stated in the Specification Data, and
iii) give preference to Targeted Enterprises which are from rural and underdeveloped areas and townships within the Project Area(s).

D3003.02 Targeted Labour Database

A system for the recruitment of Targeted Labour shall be established at a PLC meeting prior to the commencement of labour recruitment. This system shall be fair and transparent.

Based on the system for recruitment, a Targeted Labour Database shall be compiled by the Contractor, with the assistance of the PLO and the input of the PLC, for the Target Area(s) as stated in the Specification Data. If necessary, the assistance of the Department of Labour may be called upon to provide a labour database of labourers with the required skills and within the required Target Groups and Target Area(s). Once the Database has been disseminated to the PLC it shall be utilised to facilitate the selection of Targeted Labour as per the resources and skills required by the Contractor during the different construction stages.

The Targeted Labour Database shall be updated as and when required to reflect new employment seekers in the labour market.

Only Labour recruited from the Targeted Labour Database will be measured for Contract Participation Performance (CPP).

D3003.03 Targeted Enterprise Database

The Contractor shall, with the inputs of the PLC, compile a Targeted Enterprise Database from which is to be used to assess subcontracting skills availability and assist the Contractor in developing and managing the subcontracting database in this part of Section D of the Specifications.

a) Market Analysis and Requisite Resources Availability Audit

The Contractor shall conduct a market analysis and requisite resources availability audit to determine the availability, expertise, abilities, and proficiency of Targeted Enterprises in the Project Area.

To inform the market analysis and requisite resources availability audit, the Contractor may use the National Treasury's Central Supplier Database (CSD) as well as the CIDB contractor database, and transport database (if applicable).

The market analysis and requisite resources availability audit, and all updates thereof for the duration of the Contract, shall be submitted to the Engineer and the Employer's Project Manager in a format acceptable to the Employer.

Following the market analysis and a requisite resources availability audit, the Contractor shall apply the CPG Target Group criteria in the Specification Data to compile a ***preliminary*** Targeted Enterprise Database (see D3003.03(c) below).

Call for an Expression of Interest

In addition to the CSD and the CIDB database, the Contractor shall call for an expression of interest from Targeted Enterprises in the Project Area. The call for an expression of interest shall outline the anticipated eligibility, functionality, preference, and compliance criteria, as well as the anticipated Works content.

Preliminary Targeted Enterprise Database

Based on the information obtained from the CSD, CIDB and the call for an expression of interest, the Contractor shall compile a Preliminary Targeted Enterprise Database.

The purposes of the Preliminary Targeted Enterprise Database are:

i) for the Contractor to determine if the required resources and skills to execute the identified Targeted Enterprise work packages are available in the Project Area(s),
ii) for the PLC to verify that Targeted Enterprises on the Preliminary Targeted Enterprise Database are authentic in terms of the Specification Data and other Database criteria, and
iii) for the PLC to alert prospective Targeted Enterprises that are not on the Preliminary Database of the opportunity.

Based on the market analysis and requisite resources availability audit, and the information obtained from the call for an expression of interest, additional criteria for the Preliminary Targeted Enterprise Database may be tabled by the PLC to the Contractor for consideration to ensure Target Group participation as intended by the Employer.

Targeted Enterprise Database

Once the Preliminary Targeted Enterprise Database has been disseminated to the PLC for information purposes, the Contractor shall invite Targeted Enterprises to tender for the Targeted Enterprise work packages. The Preliminary Targeted Enterprise Database shall remain a "live" database until the day of tender closure when a print-out of the CSD, based on the Database criteria, shall become the ***Final*** Targeted Enterprise Database for the tender.

Any Targeted Enterprise may respond to the invitation to tender, but preference shall be given to those Targeted Enterprises that satisfy the tender criteria.

The Targeted Enterprise Database shall be updated at every instance that a new subcontract tender or group of similar subcontract tenders are to be let for Targeted Enterprise work packages.

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

D3003.04 Contract Participation Goal (CPG)

The CPG is the monetary value of the participation goals set by the Employer for Targeted Labour and Targeted Enterprises expressed as a percentage of the Final Contract Value (excluding CPA, and VAT). The participation goals comprise of the following:

a) Targeted Labour

In the case of Targeted Labour, the CPG is:

i) the sum of the wages and allowances, for which the Contractor, Subcontractors, and Targeted Enterprises contract to engage Targeted Labour in the performance of the Contract, expressed as a percentage of the Final Contract Value (excluding CPA, and VAT) associated with the Specific Goals that are set in the Specification Data; or

ii) the amount equal to the person days worked for which the Contractor, Subcontractors, and Targeted Enterprises contract to engage Targeted Labour expressed as a percentage of the total person days worked associated with the Specific Goals that are set in the Specification Data.

% Targeted Labour ($TL_{Total\%}$) = the sum of the % Targeted Labour employed by the Contractor, Subcontractors, and Targeted Enterprises.

Targeted Enterprises

In the case of Targeted Enterprises, including manufacturers, and service providers, the CPG is:

i) the amount equal to the value of goods, services and works for which the Contractor contracts to engage Targeted Enterprises in the performance of the Contract, expressed as a percentage of the Final Contract Value (excluding CPA, and VAT) associated with the Specific Goals that are set in the Specification Data, and calculated as follows:

% Targeted Enterprises ($TE_{Total\%}$) = $TE_{Subcontractor}$ + $_{i}TE_{Manufacturer}$ + $TE_{ServiceProvider.}$

Where:

$TE_{Subcontractor}$ = 1.0 x % Targeted Enterprise subcontractors, including the % Targeted Labour employed by Targeted Enterprise subcontractors.

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$TE_{Manufacucter}$ = 1.0 x % Targeted Enterprise manufacturers (Including supply to site)

$TE_{ServiceProvider}$ = 1.0 x % Targeted Enterprise service providers (excluding cost of goods if service provider is not also the supplier or manufacturer of goods, e.g., a transport service).

While the individual participation goals, i.e., $TL_{Total\%}$ and $TE_{Total\%}$ must be met, the total CPG (CPG_{Total}) is not the sum thereof, but are calculated as follows:

CPG_{Total} = Final Contract Value x [$TL_{Total\%}$ + ($TE_{Total\%}$ - Targeted Labour employed by the Targeted Enterprises)]

Where:

Final Contract Value = The total value of the Contractor's final certified work measured at the date of issue of the Taking-Over Certificate. The Final Contract Value includes the value of scheduled work and any other approved work by the Employer (through WA process) but excludes any CPA, and VAT.

The Contractor shall strive to distribute and implement the participation goals and opportunities equally and continuously over the duration of the Contract. Where the Contractor deems such an equal and continuous distribution of the participation goals to be unachievable, he shall provide reasons and motivate it clearly in the preliminary CPG Plan and all subsequent revisions of the CPG Plans.

Both the Targeted Labour and Targeted Enterprise participation goals may consist of subgoals which are stipulated in the Specification Data. The Contractor is required to achieve these individual subgoals.

The value of the Provisional Sum scheduled under item D30.05 will not necessarily make up the full value of the work required to meet the minimum goal set by the Employer for Targeted Enterprises. It is the Contractor's responsibility to assess the work required to meet the goals and, if necessary, to engage additional Targeted Enterprises to execute work on the Contract as well to ensure that the minimum goals are achieved.

D3003.05 Contract Participation Performance (CPP)

The CPP is the monetary value of the Contractor's actual progress towards achievement of the CPG calculated as follows:

$CPP = CPG_{Actual}$

The Contractor's CPP shall be monitored monthly to determine the extent to which it is striving to achieve the CPG. The basis of monitoring shall be a comparison of the actual expenditure on Targeted Labour and Targeted Enterprises with the planned expenditure for Targeted Labour and Targeted Enterprises as per the accepted CPG Plan. Monthly returns, in the format required by the Employer, shall be submitted by the Contractor with each interim Payment Certificate.

The Contractor shall achieve an annual CPP of at least 30% of certified Contract Expenditure to date. For the first year, compliance shall be assessed at the later of the first 12-month period or Financial Year-end, and thereafter at each Financial Year-end. A penalty of R10 000 per percentage-point shortfall below 30% shall apply.

Failure by the Contractor to achieve the CPP Milestones specified in Table D3003.05 shall incur liability for the penalty stipulated in Clause 8.7 of the FIDIC Conditions of Contract, unless the Contractor presents satisfactory evidence demonstrating compelling reasons, as defined in Section D3003.04 of the Specifications, prevented the achievement of such Milestones.

To assist in the measurement of the CPP the Contractor shall include the envisaged CPG programme in its initial contract programme which is to be submitted within 28 days after the Commencement Date. The CPG programme shall be updated in the accepted construction programme on acceptance of the CPG Plan and with every subsequent revision.

a) CPP Penalties

Failure to reach either the CPG or any individual Target Group goals shall render the Contractor liable for a penalty as prescribed in clause 8.7 of the FIDIC Conditions of Contract unless there are compelling reasons why the goal or subgoals could not be achieved as stipulated in Section D3003.04 of the Specifications. Penalties for Targeted Labour and for Targeted Enterprises shall be calculated as follows:

Penalty Targeted Labour = (TL – TG) + Sum (TL_n – TG_n) - 1.2 x L_{dp}

Where:

n	=	Each lowest order subgroup of Targeted Labour stipulated in the Specification Data.
TL	=	Monetary value of the Targeted Labour calculated at the percentage stipulated in the Specification Data applied to the Final Contract Value (excluding CPA, and VAT).
TG	=	Cumulative monetary value of Targeted Labour employed on the contract by the Contractor and all Subcontractors.
L_{dp}	=	Cumulative monetary value of black Disabled Persons employed on the Contract by the Contractor and all Subcontractors.
(TL_n - TG_n)	=	The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

Penalty Targeted Enterprises = (TE – TGE) + 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 Specification Data applied to the final contract value (excluding VAT).
TGE	=	Cumulative monetary value (excluding VAT) by Targeted Enterprises subcontracted to the contract by the Contractor and 100% of the cumulative monetary value (excluding VAT) by Targeted Enterprise suppliers of goods and/or services.
TE_{mv}	=	Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Military Veterans, subcontracted to the Contract by the Contractor.
TE_{dp}	=	Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Disabled Persons, subcontracted to the Contract by the Contractor.
(TE_n – TGE_n)	=	The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.

The Targeted Labour Penalty value and the Targeted Enterprises Penalty value shall each be determined separately. Where an individual penalty value is calculated as negative, such value shall be deemed to be zero before calculating the total Contract Participation Performance Penalty (CPP). The total CPP Penalty shall then be the aggregate of the independent Targeted Labour and Targeted Enterprises Penalty values so determined.

Interim penalty valuations, based on the accepted CPG Plan, shall be calculated to interim Payment Certificate values (excluding VAT) to establish the anticipated outcome, and to plan corrective actions for non-adherence to the CPG Plan.

Interim penalty valuations shall not be applied to the interim certificate value, but the Contractor shall by notice be placed on terms to correct as prescribed in subclause 15.1 of the FIDIC Conditions of Contract. Failure to correct by completion of the Contract will lead to an Employer's Claim in terms of subclause 2.5 of the FIDIC Conditions of Contract.

Any Penalty payable shall be calculated on and applied to the Final Contract Value.

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.

In terms of the Conditions of Contract, all Targeted Labour recruitment and employment and Targeted Enterprises subcontractors, 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 Enterprise databases, shall not relieve the Contractor of its obligations under the Contract and shall not attract any liability to the Employer.

D3004 STAKEHOLDER AND COMMUNITY LIAISON AND SOCIAL FACILITATION

This part of Section D of the Specifications describes the Employer's requirements with respect to Stakeholder and Community liaison and social facilitation. It also describes the roles and responsibilities of the Project Liaison Committee (PLC) and the Project Liaison Officer (PLO).

D3004.01 Stakeholder and Community Liaison

To give effect to the need for transparency and inclusion in the process of delivering services, the Contractor shall liaise with the project Stakeholders and affected Communities for the duration of the Contract's life cycle. This shall be achieved through structured engagement with the PLC which was established by the Employer for this purpose.

D3004.02 PMT Function in Stakeholder and Community Liaison

In terms of implementing the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals, the PMT shall, where required, execute the following duties:

a) The PMT through the Enginer, shall be responsible for providing the PLC with a copy the D3000 relevant
this project and ensure that engagement protocol is in line with the Employer's Stakeholder Engagement and Transformation department.

b) The PMT through the Engineer, shall provide the necessary technical guidance to the PLC and other stakeholders with queries relating to its function to enhance engagement by sharing the SANRAL interpretation of the D3000 and Part D of the main contract.

c) The Contractor, through the TEPC and/or relevant construction personnel, shall identify and structure suitable work packages for Targeted Enterprises. The Engineer may make recommendations and shall review the proposed packages for compliance with the Contract. The Contractor remains responsible for the scope, pricing, constructability, coordination and execution of each package.

d) b) The Contractor shall ensure that the approved Targeted Enterprise Project Database is properly maintained and updated before each procurement process. The Engineer shall verify that the database was updated and that the prescribed eligibility and database controls were applied.

e) The Contractor shall prepare the proposed Targeted Enterprise procurement procedures, tender documents, tender returnable schedule, evaluation criteria and adjudication procedures. The Engineer shall review these documents and issue its acceptance or no-objection before the procurement process commences. Employer approval shall only be required where expressly reserved in the Contract.

f) The Contractor shall conduct and document the Targeted Enterprise procurement process in a fair, transparent and consistent manner. The Engineer shall review the procurement and adjudication records and verify compliance with the Contract and any applicable procurement requirements expressly incorporated into the Contract.

g) The Contractor shall prepare, conclude and administer all Targeted Enterprise subcontracts. The Engineer shall review the proposed form and material conditions of subcontract for alignment with the D3000 requirements. Such review shall not create a contractual relationship between the Employer or Engineer and a Targeted Enterprise.

h) The Contractor shall manage the performance of Targeted Enterprises and shall administer warnings, corrective actions, penalties, suspension and termination strictly in accordance with the relevant subcontract and the main Contract. The Engineer shall monitor the process and may require the Contractor to provide reasons and supporting records demonstrating procedural and contractual compliance.

i) The PLO shall assist with compiling and updating the Targeted Labour Project Database. The Contractor shall verify the eligibility, completeness and accuracy of the database before each labour intake. The Engineer shall verify that the prescribed database and recruitment controls were followed.

j) The Contractor shall recruit and employ Targeted Labour in accordance with the approved procedures and Contract requirements. The Engineer shall monitor the recruitment process and review the supporting records for fairness, transparency and compliance.

k) The Contractor, as the employer of Targeted Labour, shall remain solely responsible for employment contracts, remuneration, working conditions, disciplinary processes, statutory registrations and compliance with applicable labour legislation. The Engineer shall monitor and report apparent non-compliance but shall not assume the Contractor’s duties as employer. South African labour legislation places employment obligations on the actual employer.

l) The Contractor, through the TGDC and in consultation with the Targeted Enterprises and Targeted Labour, shall assess training and development needs and submit a Training and Development Plan. The Engineer shall review and accept the plan for compliance with the Contract. Employer approval shall only be required where expressly stated in the Contract.

m) The Contractor shall implement the accepted training, mentoring, technical support and enterprise-development programmes. The Engineer shall monitor progress, verify evidence and report deficiencies. The Contractor shall implement corrective action where programmes are not delivered as accepted.
n) The ITEM shall independently verify the Contractor’s compliance and report findings in accordance with its approved scope. The ITEM shall not approve procurement decisions, select Targeted Enterprises, direct the TEPC or TGDC, or perform the Contractor’s implementation duties

D3004.03 Contractor’s Responsibilities in Stakeholder and Community Liaison

The Contractor shall have the following general responsibilities in the Stakeholder and Community Liaison process:

a) Stakeholder and Community engagement shall be executed based on the Employer’s social facilitation principles and processes described in this Section D of the Specifications.
b) The Contractor shall make use of the PLC as the official communication channel, and utilise it to facilitate harmonious relationships, with project Stakeholders and affected Communities.
c) PLC members, which include the Contractor, shall be held accountable to disseminate project information discussed at the PLC meetings to the entities that they represent.
d) As a party to the PLC, the Contractor shall delegate from among his site personnel a responsible person to participate in the PLC and its business.
e) The Contractor shall provide the PLC with any assistance and information that it requires to execute its duties, which amongst others, include training, providing a meeting venue on site, providing Target Group reports, etc.

It is important to note that in terms of the Conditions of Contract, all Targeted Labour recruitment and employment, and Targeted Enterprises' selection and subcontracting, as well as its associated risks, shall remain the sole responsibility of the Contractor.

The Contractor shall take cognisance of the Employer's PLC and PLO Forms, attached as Annexure X2. While the Employer holds its own staff accountable for the deliverables listed in the checklist, the Contractor and the Engineer shall assist the Employer in accomplishing the deliverables.

The Employer's establishment of the PLC and/or the Engineer providing a PLO to the Contractor shall not relieve the Contractor of its obligations under the Contract and shall not attract any liability to the Employer.

D3004.04 Project Liaison Committee (PLC)

The PLC is the official communication channel through which the Employer, Engineer, Contractor, and project Stakeholders and affected Communities communicates on project matters. This platform is also used to communicate the impact that the project has or may have on project Stakeholders and the affected Communities. This part of Section D of the Specifications describes the general processes pertaining to the PLC, as well as its role and responsibilities.

Establishment of the PLC

A PLC shall be established prior to commencement of the Contract or shall be established as soon as possible by the Employer. The PLC consists of the Employer, Engineer, Contractor, and representatives of project Stakeholders and affected Communities. To ensure that all relevant Stakeholders are represented in the PLC, the Employer did, or will, consult with the Executive Mayor's office, as well as with the LED Department of the Local Municipalities in the Project Area.

Stakeholder representation on the PLC is project and Project Area specific and may, amongst others, include:

i) Relevant Provincial departments.
ii) Relevant District and Local Municipal departments.
iii) Traditional leadership representation.
iv) Organised forums representing community interest groups.
v) Organised forums representing the youth, woman, and people with disabilities.
vi) Other structured community groups such as religion, education, farming, etc.
vii) Organised forums representing the business sector.
viii) Organised forums representing the transport sector.
ix) Organised forums representing road users and road safety interest groups.
x) Organised forums representing environmental interest groups.
xi) Any other relevant stakeholder forum or organisation recognised by the Employer and the district and/or local municipality.

Every forum/organisation/constituency shall have one (1) representative on the PLC, which representation shall be confirmed by a duly signed nomination form.

It should be noted that the PLC is not a political platform. While political office bearers may be invited to some PLC meetings, they may not be PLC members and hence, will not have voting rights when attending a PLC meeting.

The Employer's timeous establishment of the PLC and/or the level of functionality of the PLC shall not prevent the Contractor from continuing with his responsibilities during the Mobilisation Period and the subsequent commencement of construction of the Works.

Reimbursement of PLC Members

PLC membership is voluntary, and PLC members shall not be remunerated for any time spent in PLC meetings or work done outside of PLC meetings, which are associated with representing their constituencies on the PLC.

In establishing a reimbursement amount for PLC members, the factors listed below, are considered for the proposed amount of R1200 per seating per PLC member in a PLC meeting subject to escalation as per CPI (once per year):

i) Transportation costs.
ii) Sustenance (if not provided during meetings).
iii) Type, size, and technical complexity of the project.
iv) Facilitation of performance milestones.

PLC members will be reimbursed monthly, and the reimbursable amount may be revised bi-annually should the actual costs incurred by PLC members change during the project.

The PLC reimbursement amount shall be increased annually, or twelve (12) months after the last bi-annual adjustment, based on the CPI figure contained in Table B2 of Statistical Release P0141 by StatsSA (base date July 2025).

Induction of the PLC

The Employer or the designated representative (e.g. Social Facilitator) in the presence of the parties to the contract shall conduct an induction meeting with the PLC to acquaint PLC members with the following information:

i) Project Overview (Locality, Scope, etc)
ii) SANRAL's Horizon 2030 Strategy.
iii) SANRAL's Principles for Project Liaison.
iv) The role and responsibilities of PLC members.
v) SANRAL's Transformation Policy.
vi) How the Transformation Policy impacts on SMMEs.
vii) Relevant details of the Contract, e.g.
    a. start and end dates,
    b. important milestones, including penalties, etc.
    c. CPG targets,
    d. envisaged Targeted Enterprise packages, and
    e. envisaged work for other SMMEs (non-CPG).
viii) Handing over one copy of the applicable D3000 revision to each Target Group.

Rules of Engagement for the PLC

In the execution of their duties, members of the PLC shall adhere to the undertakings listed below and the Contractor shall inform the Engineer of any transgression of these undertakings.

i) <u>General Matters and Membership</u>

1. A PLC member may not be a politically elected representative, and political party representation will not be allowed in the PLC.
2. Ward Councillors nominated by the Mayor may interact with the PLC through the Mayor's Office and the PLC Chairperson (the Employer).

3. If required, and in consultation with the Employer, a Political Steering Committee (PSC) may be established to address political matters.

ii) Term of Office for the PLC

1. The duration of PLC members' participating in the PLC (term of office) shall depend on the duration of the project.
2. If the Employer finds the performance of a PLC member to be below expectation or their conduct to be unacceptable, the affected member will be discharged from their obligations and the constituency whom they represented will be requested to nominate a replacement member.

iii) Targeted Enterprises and Targeted Labour

PLC members shall:

a. ensure that they, or companies in which they hold equity, do not tender for any work or on any subcontract that are issued for this Contract. Should a PLC member, or a company in which he/she holds equity, tender for such work or subcontract, it will be treated as a conflict of interest and:
   i. the person shall cease to be a PLC member for this Contract, and
   ii. the tender proposal submitted will not be evaluated.
b. not have private or business interests in any of the subcontract tenders tabled to the PLC or considered in this Contract.
c. shall recuse themselves from discussions that deal with a subcontract tender if any other member is of the opinion that a member's participation in deliberations, which is rightly or wrongly construe as improper or irregular, may lead to the award of a subcontract to a tenderer known to the member.
d. during the tender and tender evaluation processes, neither deliberately favoured nor prejudiced a person or tenderer, as intended, or contemplated in treasury Regulation 16, A8.3 (a), (b) & (c).
e. ensure that no conflict of interest arises from members' involvement in the PLC and potential involvement in Targeted Labour recruitment and/or Targeted Enterprises procurement and/or any other manufacturer/supplier/subcontractor/service provider procurement or involvement in the Contract.

iv) Confidentiality

a. PLC members shall accept that all information, documentation, and discussions regarding any matter serving before the PLC are confidential and undertake not to communicate this information outside of the PLC meeting.
b. Decisions of PLC meetings may not be disseminated to any party other than the constituency whom they are representing.
c. Information for public dissemination shall be clearly documented in the minutes of the meeting of the PLC to ensure that sensitive information is disseminated to the correct audience.

v) Removal from Office

a. PLC members who violate the provisions of these Rules of Engagement for PLCs will be removed from their role as a PLC member at the sole discretion of the Employer.

b. The Employer reserves the right to recover any costs from PLC members whose actions can be regarded as detrimental to the Employer or to the execution of the project.
c. The Employer also reserves the right to recommend criminal prosecution if the offence warrants such action.
d. The Employer reserves the right to dissolve the entire PLC should it believes that such an action is in its best interest, or that of the project. The Employer will not be obliged to reconstitute the PLC if such a dissolution occurs.

Responsibilities and Duties of the PLC

The PLC shall execute specific duties during the design and construction phases of the project.

Some of the PLC's duties during the design and construction stages overlap and hence, for completeness, a description of the PLC's duties in both project stages is provided here.

The PLC shall execute the following duties where applicable:

i) Project Design Stage

a. Meet as often as required to provide input to the project's design stage matters which are of interest or concern to the parties to the PLC.
b. Peruse the PLC duties outlined in this Section D of the Specifications and agree on the duties of, and procedures to be followed by, the PLC to fulfil its duties.
Note: The principles outlined in this section shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PLC.
c. Act in accordance with the agreed terms of reference for the PLC.
d. Inform the Employer's Project Manager of any training that PLC members require to execute their duties.
e. Provide input to the Engineer in sourcing suitable candidates, based on the Employer's qualifying criteria, for the position of PLO.
f. Observe that the qualifying criteria and procedures applied by the Engineer to select and employ the PLO are executed in a fair and transparent manner and are within the prescripts of the relevant labour legislation and regulations.
g. Provide input to the Engineer in identifying the project's Target and Project Area(s) from which Targeted Labour and Targeted Enterprises could be employed and subcontracted, respectively.
h. Provide input to the Engineer in identifying the project's Target Groups for inclusion in the Tender Documents.

ii) Project Construction Stage

a. Meet formally prior to the Employer's monthly site meeting, or as may be required, to discuss and resolve project matters which are of interest or concern to the parties to the PLC.
b. Provide input to the Contractor in establishing the selection criteria and process to employ Targeted Labour.
c. Provide informed input to the Contractor in identifying the eligibility, functionality, preference, and compliance criteria to select and subcontract Targeted Enterprises in writing to the PLC Chairperson.
d. Provide input to the Databases compiled by the PLO and the Contractor from which Targeted Labour will be selected and employed and Targeted Enterprises will be subcontracted, respectively.

e. Observe that the criteria and methodologies applied by the Contractor to select and employ Targeted Labour and subcontract Targeted Enterprises are executed in a fair and transparent manner and are within Government legislation and regulations and the Employer's Policies.
f. Observe that the conditions of employment and the conditions of subcontracting, in the employment of Targeted Labour and subcontracting of Targeted Enterprises are applied in a fair and transparent manner and according to the Employer's employment and subcontracting requirements.
g. Provide input to the Contractor on the training needs, eligibility criteria and selection criteria for the provision of training to Targeted Labour, Targeted Enterprises, Target Groups, project Stakeholders and the affected Communities.
h. Observe that training and skills development programmes, which the Contractor committed to, are implemented, and executed as approved and intended.
i. Inform the constituency whom they represent of any project matters which the respective Target group to the PLC wishes to communicate with each other.
j. Inform the constituencies whom they represent of any project matters that are impacting or may impact, either positively or negatively, on the respective parties to the PLC.
k. Inform the Employer's Project Manager, Engineer, and Contractor of any road safety concerns within the Project Area(s) and provide input on possible mitigating measures and/or road safety programs that will be most suitable for acceptance by the affected Communities to promote road safety.
l. Assist parties to the PLC to agree on a dispute resolution mechanism to resolve any disputes that may arise between the parties to the PLC.
m. Assist parties to the PLC to liaise with their respective constituencies to resolve any disputes amongst the parties which may occur due to the project.

PLC Meetings

Frequency

a. Meetings will be conducted at least once every three (3) months or as required by the parties to the PLC based on the urgency of project matters.

Notice of Meetings

a. Notice of PLC meetings shall be given at least seven (7) calendar days or earlier prior to meeting dates.
b. Where meetings have been diarised over a period by the PLC, it shall be the duty of each PLC member to ensure his/her attendance on the set dates.
c. Where a PLC member has been absent from a meeting, he/she bears the onus of acquiring the date and venue of the next meeting.

Venue

a. The venue for PLC meetings shall be the project site office or any other venue agreed to by the members of the PLC and approved by the Employer' Project Manager.

b. During any type of lockdown as announced by government or any form of protest related or not related to the project the meetings shall be held on an online platform such as WhatsApp, MS Teams, Zoom or similar.

Agenda

a. An agenda shall be made available or displayed to PLC members at the commencement of meetings, or the minutes of the previous meeting will serve as the agenda of meetings.
b. The agenda shall not be amended without prior approval from the Employer's Project Manager.

Chairperson

a. PLC meetings shall be chaired by the Employer which will typically be the Employer's Project Manager, or a SANRAL staff member, with decision-making delegation. The Chairperson shall:
   i. chair all meetings of the PLC
   ii. co-ordinate all the activities of the PLC with the assistance of the PLO,
   iii. monitor that PLC members are fulfilling their tasks as assigned by the PLC,
   iv. see to the execution of decisions taken by the PLC,
   v. ensure, with the assistance of the Engineer, the validity of members' claims for reimbursement,
   vi. monitor that all activities of the PLC comply with current laws, regulations, and SANRAL policies, and
   vii. be a co-signatory to all official documents of the PLC.
   viii. Report all issue that unresolved at PLC to the Transformation office.

Secretariate

a. The Engineer's staff shall provide a secretarial service to take minutes of PLC meetings.
b. Secretarial support other than taking minutes at PLC meetings shall be provided by the PLO.

Quorum

a. The quorum for PLC meetings shall be constituted by 50% plus one (+1) ratio excluding co-opted members or at the discretion of the chairperson.

Apologies and Non-attendance

a. Apologies shall be in writing. In an emergency where a PLC member could not apologise in advance, a written apology must be submitted as soon as possible.
b. Apologies may be sent through any media agreed to by the PLC, e.g., through SMS or WhatsApp messaging or a similar application.
c. The constituency, represented by a PLC member who fails to attend three (3) consecutive meetings without an apology, will be informed in writing and requested to nominate a replacement member.

Language

a. PLC meetings will be conducted in English to enable all participants to understand the discussions of the meeting.
b. However, care and consideration must be given to provide non-English speakers an opportunity to participate and hence, if agreed by all PLC

members any of the official languages may be spoken and translated during the meeting. Even if a language other than English is used, the minutes of the meeting will be recorded in English. Should the PLC member require translation, a translator shall be provided; the translator will be considered a co-opted member at no cost to the contract/project.

Other

a. Sustenance shall be provided at PLC meetings as per government policy.
Communication of queries, concerns and discrepancies related to the project shall be communicated through the targeted group representative; who is a PLC member in writing. The written concern shall be presented to the PLC by the targeted group representative in the PLC Meeting.

D3004.05 Project Liaison Officer

The PLO facilitates the selection and employment of Targeted Labour and coordinates communication between the members of the PLC to address the day-to-day project, Stakeholder, and Community matters that impact on the parties represented in the PLC.

a) Appointment of the PLO

The Engineer appoints the PLO in accordance with the Employer's criteria for a PLO. The process of PLO appointment shall only be acknowledged by the PLC.

Although the PLO provides social facilitation support to the Contractor, the PLO shall report to the Engineer or his delegated representative, e.g., the Resident Engineer.

Duties of the PLO

The PLO shall execute specific duties during the design and construction phases of the project. These duties include the following:

i) Except for taking the minutes of PLC meetings which is a duty of the Engineer, the PLO shall provide a secretariat function with the help and guidance of the Engineer to the PLC which includes, amongst others, the following:
   a. Compile the communication plan.
   b. Schedule meetings.
   c. Compile meeting agendas.
   d. Compile document packages for meetings.
   e. Distribute minutes of meetings.
   f. Assist representatives of project Stakeholders and affected Communities to formulate their communication to the PLC in writing.
   g. Distribute written communication between the parties to the PLC.
   h. Keep records of all PLC correspondence and documentation; and
   i. Provide any other reasonable secretariat function required by the PLC.

ii) Attend all PLC meetings to report on the day-to-day project, Stakeholder and Community matters that impact on the parties to the PLC.

iii) Attend all project site meetings to report on the day-to-day project, Stakeholder and Community matters that impact on the parties to the PLC.

iv) Attend any other meetings related to the project in which any of the project Stakeholders, affected Communities, Targeted Labour and Targeted Enterprises are involved.

v) Maintain a full-time presence on site to monitor and address the day-to-day project, Stakeholder and Community matters that impact on the parties to the PLC.

vi) Maintain a full-time presence on site to assist the parties to the PLC in the day-to-day liaison with each other.

vii) Assist the Engineer and the Contractor to disseminate information accurately to PLC members and relevant stakeholders such as:
   a. the basic Scope of the Works and how it will affect the Community,
   b. the project programme and regular progress updates,
   c. the anticipated employment and subcontracting opportunities,
   d. the project programme as it pertains to the employment of Targeted Labour and subcontracting of Targeted Enterprises,
   e. Occupational Health and Safety precautions, and
   f. any other information relevant to project Stakeholders and the affected Communities.

viii) Be well acquainted with the contractual requirements as they pertain to Targeted Labour employment and training.

ix) Assist the PLC to establish and acknowledge the criteria to follow when selecting and employing Targeted Labour.

x) Assist the Engineer, Social Facilitator and the Contractor in their resources and skills audits by providing a coordinating function between the Engineer, the Contractor, project Stakeholders, and the affected Communities.

xi) Monitor and report on the Contractor's process of compiling the Targeted Labour databases based on the eligibility and selection criteria and that it is updated as and when required.

xii) Coordinate the selection and employment of Targeted Labour based on the agreed eligibility and selection criteria and based on the Contractor's labour and skills requirements.

xiii) Confirm that each Targeted Labourer enters an employment contract which adheres to current and relevant Labour legislation.

xiv) Confirm that each Targeted Labourer understands the conditions of his/her employment contract, with an emphasis on the work commencement date, end date, and wages payable.

xv) Identify and inform the Contractor of any relevant training required by the Targeted Labour.

xvi) Attend all disciplinary proceedings to observe that hearings are fair and conducted in accordance with the current and relevant Labour legislation.

xvii) Be initiative-taking in identifying project Stakeholder and affected Communities' (including Targeted Labour and/or Targeted Enterprise Subcontractor), requirements, disputes, unrest, strikes, etc., and bring it to the attention of the PLC.

xviii) Play a facilitating role to resolve any disputes between the parties to the PLC, which may occur due to the project.

xix) Other than keeping the records already mentioned in this section, keep a record of all other documents and processes pertaining to the employment of Targeted Labour.

xx) Produce and submit a monthly report to the PLC on PLC and other meetings attended by the PLO, as well as on Targeted Labour employment, Stakeholder and affected Communities' matters and any other project matters that impact on the parties to the PLC.

D3004.06 Social Facilitator

It is Important to note and understand that the purpose of Social Facilitation is to create a conducive environment for the positive reception of ideas from stakeholders. The service provider must perform and establish strategic, strong liaison and cooperation between the project team and the stakeholders and communities to enable a conducive environment for the delivery of projects:

Assist the Programme Manager/Project Manager in executing the Social Facilitation responsibilities relevant to the project. The Social Facilitator's Report shall inform the PMT of development and updating of the CSDG and CPG Plans.

a) General Duties

i) Produce project specific social facilitation plans and update it annually.
ii) Develop and implement standardised social facilitation reporting templates in accordance with client requirements and applicable statutory frameworks (e.g., the PFMA, BBBEE Act, and CIDB Regulations). Reporting must ensure transparency and accountability in stakeholder engagement, conduct extensive stakeholder mapping/metrics to determine each stakeholder's level of influence.
iii) Induct the PLO and new PLC entrants during the project life cycle.
iv) Work with the PLO to deal with the day-to-day operations of a project.
v) Identify, manage, monitor, and provide regular project risk and status updates.
vi) Continuously Engage with the affected residents and communities, stakeholders, and transparent and timely dissemination and convey essential information accurately and appropriately regarding but not limited to the project, the project timeline, and potential disruptions.
vii) Liaise and frequently meet with local authorities (local community leaders, traditional leaders) and relevant government departments, thus ensuring trust and co-operation is maintained.
viii) Must be able to promote and drive community development programs through skills development or training.
ix) Craft and implement interventions, approved stakeholder conflict management plan and mitigation strategies for all identified risks and active issues.
x) Attend PMT Site Meetings, PLC meetings, Client meetings, etc and provide regular status updates.
xi) Hold strategic meetings for issue resolution and/or to provide feedback to PMT, Employer and the Client.
xii) Ensure that proceedings of meetings (whether formal or informal) are formally documented. These meetings may be between the Employer, Engineer, Subservice Providers, and/or other Stakeholders and maintain a stakeholder engagement register.
xiii) Compile a quarterly lesson learnt document with clear recommendations to be shared with Project Managers, SANRAL Stakeholder Relation and Transformation team.
xiv) Assist in coordinating project-related community events or information sessions, ensuring that logistics and messaging are in line with project goals and stakeholder expectations.

PLC establishment

In case the employer has not established the PLC for the Project, the Social Facilitator appointed by the Engineer shall establish the PLC as follows:

i) Scan the environment and identify critical stakeholder groups as per Part D 1000.
ii) Working with the LED office, facilitating the nomination process of PLC representatives by engaging with critical stakeholders and where more than one stakeholder organisation exists, facilitates the nomination of one or more PLC representatives.

iii) Establish PLC and induct PLC on Part D3000 of the Project contract document.
iv) Facilitate resolution of PLC issues to ensure sign off on all matters tabled to the PLC.
v) Revise PLC membership as and when representatives' changes occur.
vi) Facilitate feedback and progress update session between PLC and their constituency holders.
vii) Facilitate the engagement and apply conflict management methods for the resolution of PLC related issues arising from the communities/stakeholders.

Engagement of Targeted Enterprises (TE)

i) Facilitate establishment and maintenance/continuous updating of a TE database within the Package's Project Area.

ii) Facilitate the resolution of issues related to the establishment of database, sourcing, and engagement of TEs arising from the communities/stakeholders.
iii) Provide feedback to PMT and Employer and Client

Engagement of Labour (work with the PLO)

i) Facilitate the establishment and maintenance/continuous updating of a Labour database within the Package Target Areas.
ii) Facilitate the resolution of issues related to the establishment of the database, sourcing and engagement of labour arising from the communities/stakeholders.
iii) Provide feedback to PMT, Employer and Client

Training and Development

i) Facilitate the sourcing and engagement of labour, TEs for training and development in line with the Client's training contract and the contractor's approved CSDG between communities/stakeholders and the Project.
ii) Apply conflict resolution tactics to facilitate the resolution of Training and Development issues between the communities/stakeholders and project.

D3005 MOBILISATION PERIOD

The Mobilisation Period is defined in Section D3002 of the Specifications. This Section describes the requirements of the Mobilisation Period.

Upon handover of the site, the Contractor shall commence with the construction works. The Contractor, or its authorised representative, shall familiarise itself with the agreed lines of communication and dispute resolution mechanisms established between the Project Management Team (PMT), Project Liaison Committee (PLC), project stakeholders, and affected communities.

The Contractor shall adhere to the approved eligibility and prequalification criteria, as well as the prescribed tender processes and procedures, when employing Targeted Labour and subcontracting Targeted Enterprises.

The Contractor shall ensure that the appointment of Targeted Enterprises (TEs) is completed within the first six (6) months from the commencement date of the Works and shall maintain compliance with the Employer's approved targeted procurement objectives throughout the contract period.

All stakeholder and community engagement activities shall be undertaken in accordance with the Employer's social facilitation principles, processes, and SANRAL approved stakeholder engagement framework.

D3005.01 Purpose of the Mobilisation Period

The Mobilisation Period was introduced as an aid to the Contractor to:

a) become acquainted with the Stakeholder and Community liaison requirements of the Contract as prescribed in this Section D of the Specifications,
b) allow for the Contractor's planning to obtain the CPG as required in the Specification Data,
c) allow for the Contractor's planning to obtain the Contract Skills Development Goals (CSDG) as required in Section D3010 of the Specifications,
d) follow the processes prescribed in this Section D of the Specifications to employ the initially required Targeted Labour and enter the first subcontracts with Targeted Enterprises, and
e) provide the training required by Targeted Labour and Targeted Enterprises to commence with the construction of the Works.

The Contractor shall achieve the following milestones within 6-months from the commencement of the project:

i) Submission of the CPG Plan, followed by acceptance of the Engineer.
ii) Submission of the Training and Skills Development Programme, followed by acceptance of the Engineer.
iii) Appointment of the initial Targeted Enterprise Subcontractors.

D3005.02 Duties of the Contractor

During the Mobilisation Period, the Contractor shall execute the following duties:

a) Compiling the CPG Plan

The Contractor shall compile an acceptable CPG Plan, which sets out how he intends to achieve the various CPG targets as stated in the Specification Data.

The Contractor shall distribute and implement the participation targets and Targeted Enterprise work opportunities equally and continuously over the duration of the Contract, i.e., from site establishment to completion of the Works.

Where the Contractor deems such an equal and continuous distribution of the participation targets to be unachievable, he shall provide reasons and motivate it clearly in the CPG Plan.

The CPG Plan shall provide the detail of the Targeted Enterprise work programme, as well as the contents and value of the work packages. See Annexure X1 for the CPG Plan format.

The Targeted Enterprise work programme shall be in line with the Works Programme and once the CPG Plan has been accepted by the Engineer, it shall be captured in the Works Programme.

The Mobilisation Period shall only be concluded once the CPG Plan has been accepted by, and all the duties w.r.t. the Mobilisation Period have been executed to the satisfaction of, the Engineer after consultation with the Employer's Project Manager and Transformation Unit.

The Employer's Project Manager and the Engineer shall monitor progress and adherence to the CPG Plan in the same manner as they would monitor the Works Programme.

Should the Contractor require an extension of the Mobilisation Period due to a delay not within his control, Contractual Procedure shall be followed, and the Contractor shall submit his Claim for an extension of time through the relevant Contractual Clauses of the Conditions of Contract.

Compile a Training and Skills Development Programme

The Contractor shall compile an acceptable Training and Skills Development Programme, which sets out how he intends to achieve the various CSDG targets as per Section D3010 of the Specifications and in line with the CIDB Standard for Developing Skills through Infrastructure Contracts (refer to latest version on www.cidb.org.za).

The Training and Skills Development Programme shall provide the detail of the training methods selected for implementation as described in Section D3010 of the Specifications and shall include an execution programme for acceptance by the Engineer, which shall demonstrate its correlation with the Works Programme.

The Mobilisation Period shall only be concluded once the Training and Skills Development Programme has been accepted by, and all the duties w.r.t. the Mobilisation Period have been executed to the satisfaction of, the Engineer after consultation with the Employer's Project Manager.

The Employer's Project Manager and the Engineer shall monitor progress and adherence to the Training and Skills Development Programme in the same manner as they would monitor the Works Programme.

Subcontracting to Targeted Enterprises

During the Mobilisation Period the Contractor shall execute the following duties w.r.t. subcontracting work to Targeted Enterprises:

i) Liaise with the Employer's Project Manager, the Engineer and the PLC to structure and finalise the work packages to be subcontracted to Targeted Enterprises.
ii) Liaise with the Employer's Project Manager, the Engineer, and the PLC to determine the Targeted Enterprise Database criteria for the subcontracting of Targeted Enterprises.
iii) Compile the Targeted Enterprise Database(s) for input by the PLC.

iv) Undertake a skills audit of the Targeted Enterprises which appear on the Targeted Enterprise Database(s).
v) Based on the skills audit, and with the input of the PLC, identify the pre-tender training requirements of Targeted Enterprises.
vi) Provide an opportunity to Targeted Enterprises to receive the identified pre-tender training.
vii) Tender the initial work packages and subcontract the first group of Targeted Enterprises for commencement of the Works.

Employment of Targeted Labour

During the Mobilisation Period the Contractor shall execute the following duties w.r.t. the employment of Targeted Labour:

i) Liaise with the PLC and the PLO on the compiled Targeted Labour Database(s) for the employment of Targeted Labour.
ii) Undertake a skills audit of the Targeted Labour which appear on the Targeted Labour Database(s).
iii) Based on the skills audit, and with the input of the PLC, identify the training requirements of Targeted Labour to enhance their employability.
iv) Provide an opportunity to eligible Targeted Labour to receive the identified training to enhance their employability.
v) Select and appoint the first group of Targeted Labour for commencement of the Works.

Training Requirements

The Contractor will not be able to address all the training requirements identified for Targeted Labour and Targeted Enterprises during the Mobilisation Period and it is accepted that training will take place over the duration of the Contract.

The training provided to both Targeted Enterprises and Targeted Labour during the Mobilisation Period shall focus on the activities and/or skills required for the commencement of the Works and shall include the mandatory Occupational Health and Safety training.

All training provided by the Contractor shall be aligned with the training requirements as described in Section D3010 of the Specifications.

D3006 THE ROLE OF THE ENGINEER

The role and responsibilities of the Engineer are clearly described in the Conditions of Contract. This section elaborates on the Engineer's duties with respect to Stakeholder and Community Liaison, Targeted Labour employment and Targeted Enterprise subcontracting.

Together with the Employer and the Contractor, the Engineer is also a party to the PLC and hence, is co-responsible for successful project Stakeholder and Community liaison.

In addition, the Engineer shall play a supporting role to the Contractor in the successful implementation of the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals.

D3006.01 Duties During the Design Phase

During the design phase, the Engineer shall undertake a preliminary skills and resources audit of the Targeted Enterprises and Targeted Labour in the Project Area. The purpose of the audit is to:

a) obtain an understanding of the Community's skills, both educational and occupational,
b) obtain and understanding of the resources available within the Targeted Area, i.e., Targeted Enterprise availability and capabilities, and Targeted Labour skills levels through the skill audit or targeted area participation audit.
c) establish the CPG targets for Targeted Enterprises and Targeted Labour for inclusion in the Specification Data; and
d) identify tender and other relevant training to be offered to Targeted Enterprises and Targeted Labour to prepare them for tendering and to enhance their employability.

D3006.02 Duties During the Construction Phase

To implement the Employer's Targeted Labour and Targeted Enterprise goals the Engineer shall provide support to the Contractor by executing the following duties:

a) Targeted Enterprise Subcontracting

i) Make informed recommendations by means of an Engineer's CPG plan to the Contractor. This plan will serve as a guiding document that can be referenced by the Contractor. The document shall include the in identification, structuring, and scheduling the work packages to be subcontracted to Targeted Enterprises. Full responsibility for the implementation, management, performance, and achievement of the CPG remains with the Contractor throughout the duration of the Contract.
ii) Approve the scope and extent of the work packages and, in consultation with the Employer, accept the CPG Plan.
iii) Verify that the Targeted Enterprise Database(s) has been updated prior to the letting of every new set of subcontracts.

iv) Approve tender procedures, tender documents, tender submission requirements and adjudication processes for the subcontracting of Targeted Enterprises.
v) Review all tender adjudication reports and monitor that the criteria and procedures applied by the Contractor to subcontract to Targeted Enterprises are executed in a fair and transparent manner and are within the Employer's and Government's Supply Chain Management Policies.
vi) Verify that subcontract agreements and the conditions of subcontracting to Targeted Enterprises are fair and transparent and within the prescripts of the Contract requirements.
vii) 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 subcontract agreement.

Targeted Labour Employment

i) Verify that the Labour Database(s) from which Targeted Labour will be employed is updated prior to every new Labour intake.
ii) Monitor that the criteria and procedures applied by the Contractor to employ Targeted Labour are executed in a fair and transparent manner and is within the Contract requirements.
iii) Monitor that the conditions of employment of Targeted Labour are applied in a fair and transparent manner and within the prescripts of the current and relevant Labour legislation.

Target Group Training Requirements

i) Make informed recommendations to the Contractor in identifying the training requirements of Targeted Labour and Targeted Enterprises.
ii) Review and approve the proposed Training and Skills Development Programme, in consultation with the Employer.
iii) Monitor that the Training and Skills Development Programme and any Targeted Enterprise support programmes, which the Contractor committed to, are implemented, and executed as intended.

D3007 TENDER PROCESS FOR TARGETED ENTERPRISES

While the Contractor may utilise manufacturers, service providers, and subcontractors 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 of the Specifications.

D3007.01 Targeted Enterprise (TE) Procurement Coordinator

The Contractor shall appoint a TE Procurement Coordinator to facilitate the subcontracting of work to Targeted Enterprises as defined in the Specification Data. For Contracts with a value of less than R 100 million the Contractor may appoint a designated TE Procurement Coordinator from its site staff. For Contracts with a value of more than R 100 million the Contractor shall employ or subcontract a dedicated TE Procurement Coordinator, whose sole responsibility will be the management of Targeted Enterprise procurement and subcontracting matters.

The TE Procurement Coordinator shall be well acquainted with, and has experience in:

a) the management of road construction and ancillary works,
b) road construction and ancillary works suitable for SMMEs,
c) National Treasury's Supply Chain Management Legislation and Regulations,
d) the Employer's Supply Chain Management and Procurement Policies,
e) the Employer's Transformation Policy,
f) the Employer's proforma document for Targeted Enterprise Subcontracting,
g) claims, amicable settlement, and dispute resolution facilitation, and
h) Stakeholder and Community relations management.

The TE Procurement Coordinator shall conduct the tender processes and procedures for Targeted Enterprise subcontracting as prescribed in this Section D of the Specifications and shall adhere to Government's Supply Chain Management legislation and regulations and the Employer's policies.

The TE Procurement Coordinator shall provide the PLC with the necessary pre- and post-tender information for them to be able to observe that the criteria and methodologies applied by the Contractor to subcontract Targeted Enterprises are executed in a fair and transparent manner and are within Government's legislation and regulations and the Employer's policies.

D3007.02 Procedures for Targeted Enterprises Subcontracting

The Contractor shall utilise the Employer's proforma tender and contract document for Targeted Enterprise Subcontracting. The proforma subcontract document is attached as Annexure X3and an electronic version will be provided to the Contractor on award.

The identification and application of the eligibility and functionality criteria, and conducting the tender processes and procedures for subcontracting include, amongst others, the following activities, and subactivities:

Activity 1 Tender Preparation

1.1 Compile preliminary list of subcontracting work packages.
1.2 Conduct a market analysis and resources and skills audit.
1.3 Call for an expression of interest.
1.4 Establish a Targeted Enterprise Helpdesk.
1.5 Compile Preliminary Targeted Enterprise Database.
1.6 Identify Targeted Enterprises, Target Groups and Project Area.
1.7 Finalise the Contract Participation Goal (CPG) Plan.
1.8 Acceptance of the CPG Plan.
1.9 Compile tender documents.

Activity 2 Tender Process

2.1 Advertise the subcontract packages.
2.2 Conduct a tender briefing and tender training session.
2.3 List of minimum tender submission documents.
2.4 Tender closure and opening of tenders.
2.5 Finalise Targeted Enterprise Database.

Activity 3 Tender Evaluation

3.1 Stage 1 – Eligibility
3.2 Stage 2 – Functionality
3.3 Stage 3 – Price and Preference
3.4 Stage 4 – Compliance Check

Activity 4 Appoint Successful Targeted Enterprises

4.1 Submitting a Tender Report.
4.2 Negotiating tender sum and/or rates with Targeted Enterprises.
4.3 Advise on Low tender sums submitted by Targeted Enterprises.
4.4 Payment to the Contractor.
4.5 Entering the Subcontract Agreement.

The summarised list of activities above, are further elaborated on in the paragraphs below:

a) Tender Preparation

Although the Contractor is required to implement the Targeted Enterprise work opportunities equally and continuously over the duration of the Contract, most of the Tender Preparation activities must be concluded during the Mobilisation Period.

i) <u>Compile a preliminary list of subcontracting work packages.</u>

Based on the Specification Data and the Scope of the Works, the Contractor shall compile a preliminary list of the work packages (scope of work and number of packages) that are anticipated to be subcontracted to Targeted Enterprises.

The Contractor shall refer to the construction activities that has been identified as being suitable for construction by Targeted Enterprises as listed in Section D3009 of the Specifications, and to any other construction activities which are required to execute the Works in terms of this Contract, to determine how to unbundle or package subcontracts for Targeted Enterprises.

ii) <u>Conduct a market analysis and resources and skills audit.</u>

Based on the preliminary list of work packages, the Contractor shall conduct a market analysis and resources and skills audits to determine the availability of the required resources and skills in the Project Area to execute the anticipated Targeted Enterprise work packages. The Contractor may consult the following databases as a minimum:

a. Construction Industry Development Board (CIDB)'s contractor database (not applicable to manufacturers, suppliers, and non-construction service providers).
b. National Treasury's Central Supplier Database (CSD).

iii) <u>Call for an expression of interest.</u>

In addition to consulting the CIDB contractor database and National Treasury's CSD, the Contractor shall call for an expression of interest, which shall be published in newspapers and at locations as advised by the PLC.

For each group of work packages, the call for an expression of interest shall outline:

a. evaluation and selection criteria such as eligibility, functionality, and preference,
b. compliance requirements such as CSD and CIDB registration, tax clearance and COID compliance, and
c. the anticipated scope of the works to be undertaken by Targeted Enterprises.

iv) <u>Establish a Targeted Enterprise Helpdesk</u>

Other than informing the Contractor's market analysis and resources and skills audits, the purpose of the call for an expression of interest is to alert Targeted Enterprises of the subcontracting opportunities and inform them of the anticipated eligibility, functionality, and preference criteria, as well as of compliance requirements.

The Contractor shall enhance the readiness of Targeted Enterprises to participate in the subcontracting opportunities by establishing a Targeted Enterprise Helpdesk at a suitable and easily accessible location in the Project Area.

The Contractor shall provide guidance to Targeted Enterprises in getting their statutory requirements in order in anticipation of the subcontracting opportunities. The helpdesk shall assist with, or provide guidance in, registering with the CSD and the CIDB, obtaining tax clearance and COID compliance and any other relevant qualifying requirements.

v) <u>Compile Preliminary Targeted Enterprise Database</u>

Based on the CPG targets listed in the Specification Data and the information obtained from the activities described in the paragraphs above, the Contractor shall compile a Preliminary Targeted Enterprise Database.

When compiling the Preliminary Targeted Enterprise Database, unless otherwise indicated by the market analysis, the Contractor should aim to identify approximately ten (10) targeted enterprises that are likely to meet the functionality threshold prior to advertising the tender(s). The Preliminary Targeted Enterprise Database shall be utilised to establish the functionality criteria thresholds for the tender process.

vi) <u>Identify Targeted Enterprises, Target Groups and Project Area(s).</u>

Based on the CPG targets listed in the Specification Data and the Preliminary Targeted Enterprise Database, the Contractor shall identify the:

a. Targeted Enterprises (CIDB grades and types); and
b. Target Groups (woman, youth, etc.) which are anticipated to benefit from the subcontracting opportunities; and
c. Project Area(s) from which Targeted Enterprises will be given preference for subcontracting opportunities.

vii) <u>Finalise the Contract Participation Goal (CPG) Plan.</u>

The Contractor shall utilise all the information gathered from the activities described in the paragraphs above to finalise the CPG Plan. The plan shall contain:

a. a list of work packages (scope of work and number of packages) to be subcontracted to Targeted Enterprises,
b. procurement, award, and execution dates for the work packages, distributed over the duration of the Works Contract (from site establishment to completion of the Works) to ensure continuous work opportunities,
c. the Preliminary Targeted Enterprise Database(s) for each work package,
d. the Targeted Enterprises (CIDB grades and types) and Target Groups (woman, youth, etc.) which are to benefit from the subcontracting opportunities,
e. the Project Area(s) from which Targeted Enterprises will be given preference for subcontracting opportunities, and
f. the tender evaluation and selection criteria for the respective work packages.

viii) Acceptance of the CPG Plan

The Contractor shall submit the CPG Plan to the Engineer and Employer for review and acceptance, after which it shall be tabled to the PLC for their information.

The Contractor shall ensure that the tender requirements and the outcome of different tendering scenarios are explained to the PLC, specifically with respect to the outcomes of evaluating:

a. Eligibility criteria,
b. Functionality structuring and scenarios,
c. Price and Preference,
d. Compliance requirements, and
e. Negotiation processes (if applicable).

If required, the Contractor may make amendments to the CPG Plan based on the Engineer's informed recommendation.

ix) Compile tender documents.

The Contractor shall compile the tender documents for each Targeted Enterprise subcontract work package and shall utilise the Employer's proforma document for Targeted Enterprise Subcontracting (see Annexure X3).

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 subcontract tender documentation shall include a template for complete Schedule of Rate Build-ups for all items. Each rate build-up shall be referenced to the corresponding BoQ item and shall separately identify:

a) labour categories, hours, wage rates and labour cost;
b) plant type, operating hours, hire or ownership cost, fuel and plant cost;
c) material quantities, source prices, wastage and material cost;
d) loading, transport, haul distance and off-loading costs;
e) suppliers, or specialist services where required;
f) applicable Preliminary and General obligations;

g) overheads;
h) risk allowances;
i) profit; and
j) the resulting total unit rate.

The total of the rate build-up shall reconcile exactly with the tendered BoQ rate. A rate build-up submitted after tender closing may be used only to clarify or verify the tendered rate and shall not be used to amend the tendered rate or tender sum. No cost included in a separately payable item shall be included again in the rate build-up.

The subcontract work packages, its evaluation and selection criteria, and the Tender Advertisement shall be acknowledged by the PLC and accepted by the Employer, prior to advertising the tender (see Annexure X4). The draft subcontract tender documents shall be approved by the Engineer and accepted before letting the tender.

b) Tender Process

i) Advertise the subcontract packages.

The Contractor shall advertise and invite tenders from Targeted Enterprises for the respective subcontract packages. Advertisements shall be placed in local newspapers, on community notice boards, on SANRAL's electronic supply development desk portal (https://sanralesdd.co.za), and any other place or medium as advised by the PLC such as local community radio stations. The Contractor shall in additional to the above, in email send the tender advertisement(s) to Targeted Enterprises that are registered on this Contract Specific Targeted Enterprise Database. The Contractor shall keep printed proof of all advertisements and the platforms where the subcontract packages were advertised.

If the Employer have a pro-forma Tender Notice available, the Contractor shall use this document.

ii) Conduct a tender briefing and tender training session.

For each group of subcontract packages, the Contractor shall conduct a compulsory briefing session to explain the tender process, the evaluation and selection criteria and the scope of the works to the Targeted Enterprises.

An Attendance Register shall be completed by all attendees and Minutes shall be taken during the briefing session. The Minutes of the briefing session shall be distributed to all attendees as an Addendum to the Tender Documents.

The Contractor shall conduct a "how to complete a tender document" training session as a component of the tender briefing session to interested Targeted Enterprises. The level of detail and hence the duration, of the training session shall be informed by the findings of the resources and skills audit conducted during the Tender Preparation Phase.

The Contractor shall engage with the Employer's Transformation Officer on the Employer's SMME Pre-tender Training and Development Programme and utilise this programme if it is available at the time in the Project Area. The Employer's Transformation Officer's contact details shall be provided by the Project Manager on award.

Notes of the tender briefing training session shall be distributed to all attendees of the briefing session as an Addendum to the Tender Documents, irrespective if they have attended the training session or not.

A separate Attendance Register shall be completed for the training session for future reference.

iii) Minimum tender submission documents.

It shall be a condition of tender that Targeted Enterprises include in their tender submissions the following documentation (if applicable, based on the subcontract type, e.g., construction, manufacturing, supply, or services):

a. A valid B-BBEE certificate or Sworn Affidavit with the Tenderer's B-BBEE contributor level.
b. Proof that the Tenderer is an EME or QSE entity.
c. Proof that the Tenderer is registered on National Treasury's CSD.
d. Proof of the Tenderer's locality (address registered with the CIPC).
e. Proof that the Tenderer is registered with the CIDB in the required grading and class (if applicable).
f. Proof that the Tenderer is compliant with the COID act.
g. Proof that the Tenderer is tax compliant.

iv) Tender closure and opening of tenders.

Tenders for the subcontract packages shall close at the stipulated time and date as advertised in the subcontract Tender Advertisement and Tender Data. Tenders shall be submitted to the Contractor in the format and at the address prescribed by the Contractor in the subcontract Tender Advertisement and Tender Data.

The tender opening shall be conducted by the Contractor who shall publicly announce and record the names of all Tenderers and their tender prices.

v) Finalise Targeted Enterprise Database

The purposes of the preliminary Targeted Enterprise Database are described in the Tender Preparation phase above of which one is to alert Targeted Enterprises to assess their readiness to participate in the project's Subcontractor opportunities.

The period between the Contractor's call for an expression of interest and the date of closure of the relevant subcontract tender allows for prospective Tenderers to become compliant to the database criteria. The preliminary database is thus a "live" database until the date of tender closure.

On the date of tender closure, the Contractor shall request the Employer's Supply Chain Management Department, through the Project Manager, to print out a list from National Treasury's CSD, of entities that adheres to the Targeted Enterprise Database criteria. This list shall become the Final Targeted Enterprise Database for the relevant subcontract tender and shall be made available to the PLC if requested.

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 Section D3002 of the Specifications.

The Contractor shall evaluate the tenders based on (1) Eligibility, (2) Functionality, (3) Price and Preference, and (4) Compliance.

i) Stage 1 – Eligibility

Tenderers shall be checked for their eligibility to tender for the advertised subcontract packages based on the following eligibility criteria:

a. Proof that the Tenderer is registered with the CIDB (if applicable).
b. Proof that the Tenderer is registered on National Treasury's CSD.
c. Proof that the Tenderer is registered with the CIPC.
d. A valid B-BBEE certificate or a Sworn Affidavit with the Tenderer's B-BBEE contributor level.
e. Proof that the Tenderer is an EME or a QSE.
Proof that the Tenderer falls within one or more of the Target Groups as per the Specification Data (if applicable).

Eligible Tenderers shall be further evaluated against the functionality criteria.

ii) Stage 2 – Functionality

No Targeted Enterprise may be prohibited from responding to the invitation to tender; however, preference shall be given to those Targeted Enterprises that adheres to the tender criteria, which amongst others, shall be measured by means of a functionality evaluation.

To ensure Targeted Enterprise participation as it is intended by the Employer and as defined in the Specification Data, Functionality shall be scored based on the type of subcontract package, e.g., construction or the supply of goods or services and at least three (3) or more of the criteria listed below shall be applied.

The points allocated for the listed criteria shall be clearly demonstrated to tenderers as a matrix in the tender document. The functionality matrixes provided in the Employer's proforma document for Targeted Enterprise subcontracting (Annexure X3) shall be applied to evaluate the functionality of Tenderers.

Tenderers must score a minimum of 75% for functionality and Tenderers that do not obtain the threshold shall not be evaluated further.

a. Locality

For lower CIDB grade packages, the points allocated for Locality typically has a higher weighting in the total evaluation points but shall not be more than 65% of the total evaluation points.

Points scored shall be based on the Targeted Enterprise's registered address with the CIPC.

i. If the Targeted Enterprise is more than twelve (12) months old and the company address:
(a) was changed with the CIPC in the twelve (12) months prior to the tender advertisement; or
(b) does not correlate with the company address recorded on the CSD,
the Targeted Enterprise shall provide additional proof of its address in the twelve (12) months preceding the tender advertisement date and that the address is current by submitting the following:

(i) for urban areas:
   1. signed lease agreement confirming occupation in the preceding twelve (12) months; or
   2. mortgage statement confirming ownership in the preceding twelve (12) months; and
   3. a current utility bill (not older than three (3) months) confirming that occupation is current; or

(ii) for semi-urban and rural areas
   1. an affidavit from the relevant ward councillor or traditional authority, signed and stamped by a registered commissioner of oaths, which confirms that the business has been operating from the said address in the preceding twelve (12) months.

ii. If Targeted Enterprise is less than twelve (12) months old and the company address:
   (a) was changed with the CIPC in the twelve (12) months prior to the tender advertisement; or
   (b) does not correlate with the company address recorded on the CSD,

   the oldest registered address on either the CIPC or the CSD will be accepted as the Targeted Enterprise's address for the purpose of scoring locality points.

iii. If the Targeted Enterprise intends to operate from a branch office for the purpose of the anticipated subcontract, the same additional proof that the company has been operating from the branch office in the twelve (12) months prior to the tender advertisement date must be provided as listed in the paragraphs above.

iv. If the above additional proof of address cannot be provided, locality points shall be awarded based on the tenderer's address registered with the CIPC in the twelve months prior to the tender advertisement date.

b. CIDB grade and class

The points allocated for CIDB grade and class shall not be more than 35% of the total evaluation points.

CIDB grade and class shall not be used as an evaluation criterion for packages pertaining to the supply of material, goods and/or services.

c. Project Specific Target Groups, e.g., woman, youth, etc.

In addition to the eligibility criteria for preferential procurement functionality points may also be allocated for the following Target Groups:

i. Tenderer is 51%+ owned by black people who are youth.
ii. Tenderer is 51%+ owned by black people who are women.
iii. Tenderer is 51%+ owned by black people with disabilities.
iv. Tenderer is 51%+ owned by black people who are military veterans.

The points allocated for Target Groups shall not be more than 15% of the total evaluation points.

One, two or three of the Target Groups listed above may be selected to count towards the score for Target Groups.

If any one of the Target Groups listed above is already an eligibility criterion, it must not be included as a functionality criterion as well.

The inclusion of any of the Target Groups listed above shall be based on the Contractor's Resources and Skills Audit.

Youth and veterans may not be selected together.

iii) Stage 3 – Price and Preference

Tenderers that obtained the minimum threshold for functionality shall be further evaluated on their Price and Preference submissions, i.e.

a. Price = 80 / 90 %
b. Preference = 20 / 10 %

Preference will be scored as follows:

Table D3007.02(a): Allocation of Preference Score

Specific Goals	Criteria	10 Points		20 Points	
		Points	Max Points	Points	Max Points
TE B-BBEE Level	1	10	10	20	20
	2	9		18	
	3	6		14	
	4	5		12	
	5	4		8	
	6	3		6	
	7	2		4	
	8	1		2	
	Non-compliant	0		0	

The highest scoring tenderer for each subcontract package shall be checked for compliance.

The Contractor shall state in the tender advertisement and in the tender documents that only one subcontract package shall be awarded to an entity at any one time for this project, meaning that a Targeted Enterprise may be awarded a work package and on conclusion thereof may be awarded a subsequent work package, but more than one work package may not be awarded simultaneously for this project unless agreed in consultation with SANRAL Transformation Unit and the PLC.

If a tenderer tendered for more than one subcontract package and scored the highest points in more than one package, the Contractor shall award to the tenderer the work package that has the most economic benefit to the Employer.

iv) Stage 4 – Compliance Check

The highest scoring tenderer for each subcontract package shall be checked for compliance with respect to the following criteria:

a. Proof that the Tenderer is compliant with the COID Act (excl. CIDB 1 and 2 CE Subcontractors).
b. Proof that the Tenderer is tax compliant.
c. Any other form that needs to be completed not including the form of offer and the BOQ.

If the highest scoring tenderer fails to meet any of the compliance criteria, he will be given seven (7) calendar days to become compliant.

If the highest scoring tenderer fails to submit the requested compliance information in the required timeframe, he shall be deemed non-compliant, and the evaluator shall check the second highest tenderer for compliance. This process is repeated until a compliant tenderer has been identified.

d) Appoint successful Targeted Enterprises

i) <u>Submitting a Tender Report shall include:</u>

1. **Tender Report Presentation**:

The Contractor shall prepare and submit a detailed Tender Report for each subcontract package to the Engineer for review and approval and then acceptance by Employer’s Project Manager. The Contractor shall thereafter table the details of the recommended successful tenderer(s) to the PLC for noting prior to the award of the subcontract.

2. **Assessment of unreasonably Low Tender Sums**

Where any tender submitted for a subcontract package includes a tender sum or tendered rates that, in the reasonable opinion of the Contractor, the Engineer, and the Employer’s Project Manager are unreasonably low or materially below prevailing market rates, the Targeted Enterprise Coordinator shall issue a written notification to the affected tenderer. Such notification shall set out the identified low rates, the Contractor’s assessment of the associated risks, and the potential implications for the successful completion of the subcontract works.

3. **Tenderer’s Right of Response**

Upon receipt of the notification contemplated in **(ii) Assessment of unreasonably Low Tender Sums**, the affected tenderer shall be afforded a period not exceeding three 3 Working Days to respond in writing, either confirming acceptance of the identified risks or rejecting such risks with valid supporting motivation of which further evaluation of the tender may be required on this revised submission.

4. **Feasibility Review**

Prior to disqualifying any tenderer solely based on an unreasonably low tender sum or tendered rates, the Contractor shall conduct a feasibility review of the tendered rates in consultation with the Engineer and the Employer’s Project Manager. Where the feasibility review indicates that the:

a) tendered rates can deliver the subcontract works to the required specification and standard; the Contractor may proceed with the appointment of the tenderer.

b) rates are materially unfeasible and pose a significant risk of non-performance, the Contractor may disqualify the tenderer from further consideration.
c) Tendered rates are at least according to the latest published Bargaining Council for the Civil Engineering Industry (BCCEI) rates.

5. Documentation and Record Keeping

All records of correspondence with affected tenderers, feasibility assessments, and decisions taken in terms of this clause shall be retained by the Contractor as part of the Tender Report and shall be made available to the Engineer and the Employer's Project Manager immediately upon request.

(ii) Negotiating tender sum and/or rates with Targeted Enterprises.

1. Rates

If the Contractor choose to include work for which he has tendered rates in the subcontract package and the tenderer who scored the highest points tendered higher rates than that of the Contractor, the Contractor shall negotiate to Market Rates as determined by the Engineer as the base and not the Contractor rates as the base rates.

If the Contractor fails to negotiate a reasonable tender sum or rates with the tenderer, he may:

a) approach the second highest points scoring compliant tenderer for negotiation. This process may be repeated up to the third highest points scoring compliant tenderer, where after the package shall be retendered. the Contractor shall be limited to negotiate down to 25% above market related rates (this process must be clearly explained to the PLC prior to negotiation.; or
b) accept the highest points scoring tenderer's higher rates and total sum and remunerate the Subcontractor, at the Subcontractor's tendered rates, from the Lump Sum which the Contractor has tendered for the fluctuation between the Contractor's rates and that of the Targeted Enterprise Subcontractors.

2. Provisional Sum

i. No payment from the Provisional Sum shall be certified where the proposed Targeted Enterprise rate or tender sum exceeds the Engineer's market-related assessment by more than 25%, unless the Employer has granted prior written approval and the approval is supported by documented reliable commercial motivation.
ii. If the Employer has provided a Provisional Sum for the work items in the subcontract package, the Contractor shall report on the feasibility of the highest point scoring compliant tenderer's tender rates and tender sum to the Employer's Project Manager and the Engineer.
iii. If the highest points scoring compliant tenderer's rates and tender sum are deemed market related by the Engineer, the Contractor shall obtain the Employer's approval to utilise the Provisional Sum provided for the work items.
iv. If the highest points scoring compliant tenderer's rates and tender sum are deemed not market related and the Employer does not approve the utilisation of the relevant Provisional Sum, the Contractor may negotiate with the tenderer for market related rates and tender sum.
v. If the Contractor fails to negotiate between 100% and 125% of market related rates and a tender sum with the tenderer, he may:
vi.
   a) approach the next highest point scoring compliant tenderer for negotiation. This process may be repeated up to the third highest points scoring compliant tenderer, where after the package shall be retendered; or

b) accept the highest points scoring tenderers rates and total sum and remunerate the Subcontractor from the Provisional Sum in the Contract that of the Targeted Enterprise Subcontractors. The Contractor shall not pay rates or tender sums that is more than 25% higher than what are deemed market related by the Engineer.

The determination and supporting evidence shall be recorded in an auditable manner and approved and signed by the Engineer before the award of each applicable Targeted Enterprise work package. The approved Market-Related Rate shall serve as the maximum benchmark for calculating any approved rate differential or top-up and shall not, by itself, constitute an entitlement to payment.

iii) Low tender sums submitted by Targeted Enterprises.

The Contractor shall report to the Employer's Project Manager and the Engineer on the feasibility of market related rates, sums, or Provisional Sums of tenderers who tendered exceptionally low. Exceptionally low rates, sums or Provisional Sums that are less than the market related rates confirmed by the engineer prior to subcontract tender. If the tendered rates, sums, or Provisional Sums of those tenderers who tendered exceptionally low, the Contractor may disqualify these tenders from his tender evaluation.

The Employer strongly discourages the appointment of Targeted Enterprises that did not tender feasible rates, sums, or mark-ups. If all prices submitted are deemed exceptionally low by the Engineer, the subcontract package shall be retendered.

The consequences of exceptionally low prices must be clearly outlined in the Tender Report and clearly explained to the PLC prior to award or retendering of the subcontract packages.

iv) Payment to the Contractor.

1. The Employer shall not remunerate the Contractor, other than what have been provided for in the payment items, for accepting higher tender sums tendered by Targeted Enterprises.
2. If the Contractor accepts tender sums that are higher than what have been provided for in the Contractor's tendered rates, or the Employer's provisional and/or prime cost sums, the costs shall be paid by the Contractor from the Lump Sum which he tendered for the fluctuation between the Contractor's rates and that of the Targeted Enterprise Subcontractors. This Lump Sum is all exhaustive and no amount shall be paid by the Employer if this Lump Sum is depleted. If this Lump Sum is depleted, the Contractor takes overall risk in appointing Targeted Enterprise Subcontractors above his rates.

v) Entering the Subcontract Agreement.

The Contractor's TE Procurement Coordinator shall assist successful Targeted Enterprises to enter into a subcontract agreement with the Contractor as described in this Specifications.
The limit to any given subcontract package shall not exceed 20% of his original unless approved by the employer.

vi) Targeted Enterprises Works Variance

While it is understood that Targeted Enterprise subcontracts are based on FIDIC Subcontract Conditions of Contract and that all Works is re-measurable, Works undertaken by Targeted Enterprise subcontractors shall be limited to a variance as per the table below. For any amount of a subcontract package exceeding limits set in the table below shall not count as Targeted Enterprise subcontract spending. This variance shall be motivated by the Contractor, approved by the Engineer and accepted by the Project Manager, and supported in writing by the Employer's Transformation Office prior to the Targeted Enterprise exceeding his allocated Works package beyond the limits.

Table: D3007.02 d).1)

CIDB Grade	Variance Limit Above TE Subcontractor tendered sum
1CE – 4CE	20%
5CE and above	10%
Other subcontractors not in CIDB	10%
CIDB Grade	Variance Limit Above TE Subcontractor tendered sum

D3008 RESPONSIBILITIES OF THE CONTRACTOR AND ENGINEER TOWARDS IMPROVEMENT OF TARGETED ENTERPRISES

The Contractor shall have the responsibilities described in this Section, D3008 of the Specifications, towards all Targeted Enterprises subcontracted in terms of the CPG as stated in the Specification Data.

D3008.01 Engineer and Contractor's functional requirements

The Contractor shall appoint separate persons to perform the TEPC and TGDC functions. The ITEM shall be appointed independently by the Engineer on behalf of the Employer and shall report directly to the Engineer, the Employer's Project Manager and the Employer's Transformation Unit.

No person shall simultaneously perform more than one of these functions.

a. The Independent Targeted Enterprise Monitor (ITEM)

The Engineer shall, appoint an Independent Targeted Enterprise Monitor, who shall audit the Contractor with respect to his obligations to Targeted Enterprises and other D3000 requirements who shall report his findings to the Employer's Project Manager, the Engineer, and the PMT monthly.

The ITEM shall independently monitor, verify and report compliance with the contractual requirements relating to Contract Participation Goals, Targeted Enterprises, Targeted Labour and Contract Skills Development Goals. The ITEM shall verify all reported achievements against supporting evidence and shall not perform the Contractor's or TGDC's operational development responsibilities. The ITEM shall independently through submission of a monthly ITEM report:

1. Verify that the TE procurement process complied with the Contract in writing.
2. Verify the eligibility, appointment, locality, ownership, CIDB grading and statutory compliance of each Targeted Enterprise.
3. Reconcile reported CPG expenditure with measurement records, payment certificates, invoices and proof of payment.
4. Verify Targeted Labour, CSDG and other transformation achievements.
5. Review baseline assessments, Development Plans, mentoring records, training records, monthly evaluations and Performance-Improvement Plans.
6. Conduct Quarterly Audits
7. Maintain a non-compliance and corrective-action register.
8. Forecast in writing potential non-achievement and report it before it becomes irrecoverable.
9. Submit an independent monthly report to the Engineer, Employer's Project Manager and Transformation Unit, after allowing the Contractor to respond to factual findings.
10. Use *SANRAL* ITEM *Vertical Audit Assessment Form Report* template, to Conduct quarterly audit assessments and inspections to confirm that reported development activities occurred and produced measurable results. The assessments are based but not limited to only ISO 9001. Four formal vertical audits shall be conducted during each 12-month cycle. The initial audit cycle shall run from the Commencement Date until the earlier of:

    a) 12 months after the Commencement Date; or
    b) the next Financial Year-End.

    Where the initial cycle is shorter than 12 months, the audit programme shall be proportionately compressed without omitting any of the four audit themes. Thereafter, four quarterly vertical audits shall be conducted during each financial year, measured from the day following the previous Financial Year-End to the next Financial Year-End.

The report shall be signed by the Engineer. The Contractor remains responsible for corrective action, the TGDC coordinates development-related action, the ITEM verifies closure evidence, and the Engineer determines contractual acceptance or escalation.

The ITEM shall be inducted on themes listed below. Quarterly Vertical Audit Themes are, but not limited or may vary as per the Employer's guidance:

Project Mobilisation, Targeted Enterprise Eligibility and Development Baseline

Assesses D3000 appointments and responsibilities, the accepted CPG Plan, market analysis, TE database, locality, ownership, B-BBEE, CIDB and CSD eligibility, TGDC baseline assessments, individual development plans and reporting arrangements.

Targeted Enterprise Procurement, Appointment and Work-Package Handover

Assesses work-package planning, scope and BoQ development, market-related rates, tender procedures, evaluation, approval, subcontract appointment, conflict-of-interest controls and formal handover to the Contractor, TGDC, ITEM and TE.

Work Delivery, Measurement, Payment and Development Performance

Assesses authorised work, site performance, quality and HSE interfaces, measurement, invoicing, payment, CPG/CPP/CSDG reporting, ITIS/PIM reconciliation, Targeted Labour records and measurable TE development outcomes.

Annual D3000 Effectiveness, Financial Reconciliation and Close-out

Assesses annual CPG/CPP/CSDG achievement, TE payments and expenditure reconciliation, variations, development results, corrective-action effectiveness, outstanding findings, record completeness, lessons learned and the next annual audit cycle or contract close-out.

The ITEM shall recommend corrective action but shall not direct the TEPC or TGDC. The ITEM shall not procure Targeted Enterprises, manage or coach them, implement development plans, compile evidence for the Contractor, approve payments or certify work or CPG achievement.

b. Target Group Development Co-ordinator (TGDC)

The TGDC is a full-time, dedicated staff member or subservice provider appointed by the Contractor to develop, implement, and monitor the training, development and support of Targeted Labour and Targeted Enterprises. The TGDC also mentors, guides and coaches the Targeted Enterprises.

The TGDC shall be responsible for coordinating and implementing the Targeted Enterprise development programme, including performance assessment, mentoring, coaching, training coordination and monitoring of improvement actions.

The TGDC shall through submission of a monthly TGDC report:

1. Complete a baseline assessment of each Targeted Enterprise before commencement of its work.
2. Assess its technical, commercial, financial, administrative, quality, health and safety, environmental and managerial capacity.
3. Prepare an individual, measurable Targeted Enterprise Development Plan based on the baseline assessment and the requirements of the work package.
4. Evaluate each Targeted Enterprise monthly against:
    a. quality and workmanship;
    b. programme and production;
    c. cost and cash-flow management;
    d. labour, plant and material management;
    e. measurement and invoicing;
    f. record keeping;

g. health, safety and environmental compliance;
h. supervision and communication; and
i. statutory and contractual compliance.

5. Provide or coordinate appropriate training, mentoring, coaching and technical support.
6. Assist Targeted Enterprises with RRM-specific requirements, including work planning, route safety, accommodation of traffic, method statements, quality control, emergency activities, measurement and payment records.
7. Prepare a written Performance-Improvement Plan where a Targeted Enterprise performs poorly, stating the cause, required actions, responsible persons, completion dates and measurable outcomes.
8. Monitor implementation and report whether the intervention resulted in measurable improvement.
9. Support CIDB progression, tender readiness, business systems and longer-term sustainability.
10. Submit a monthly Targeted Enterprise Development Report to the Contractor, Engineer and ITEM.

    The TGDC shall support, but shall not take over, the Targeted Enterprise's management or contractual responsibilities. The TGDC shall not procure or select Targeted Enterprises, certify CPG achievement, determine eligible CPG expenditure, approve payments, close ITEM findings or perform the ITEM's independent assurance function.

c. Targeted Enterprise Procurement Coordinator (TE Procurement Coordinator)

Where the Final contract value is less that R100 million the TEPC may be an individual from the Contractor's staff or a subservice provider appointed by the Contractor, or in the instance where the Final contract value exceeds R100 million (excluding VAT and CPA), the TEPC shall be a subservice provider appointed by the Contractor to facilitate the procurement of Targeted Enterprise Subcontractors.

The subservice provider shall not be a subsidiary member of the Contractor; no member of his personnel should have a holding equity or any interest in this subservice provider. The TE Procurement Coordinator shall undertake procurement of targeted enterprises based on market rates for each package, which shall be reviewed. The Engineer who shall verify if the rates are market related and approve the provided or balanced rates and accepted prior to tender for each subcontract package. The TEPC shall:

1. Maintain a Targeted Enterprise Procurement Programme aligned with the Works Programme and accepted CPG Plan.
2. Structure viable RRM work packages appropriate to the available Targeted Enterprises, considering CIDB grading, capability, package value, duration, location, resources, risk and continuity of work.
3. Ensure that packages are not fragmented, delayed or structured in a manner that prevents Targeted Enterprises from achieving sustainable participation.
4. Administer transparent advertisement, briefing, tender receipt, opening, evaluation, clarification, recommendation and appointment processes.
5. Collect and check the eligibility, statutory, locality, ownership and CIDB information required for procurement.
6. Assess the reasonableness of tendered rates using the approved market-related-rate methodology and submit material rate deviations to the Engineer.
7. Maintain a complete and auditable procurement record.
8. Provide the TGDC and ITEM with a procurement handover pack for each appointed Targeted Enterprise, including:
    - appointment and eligibility information;
    - package scope, rates, value and duration;
    - programme and resource commitments;
    - tender qualifications and identified risks; and
    - development needs identified during procurement.

The TEPC shall not mentor Targeted Enterprises, implement development plans, independently verify its own procurement process, approve awards, certify CPG achievement or approve payments.

The duties shall also include the management and execution of the Targeted Enterprise procurement process in the relevant CIDB contractor grading designation scheduled, including for the appointment of a TE Procurement Coordinator, the pre-tender training of eligible Targeted Enterprises, the compilation, printing, binding and issue of the tender documents for each tender, for the advertising of each tender, for the provision of the venue and the conducting of each compulsory briefing session for tenderers, for the conducting of each tender opening process, for the adjudication of the tenders received for each tender, for the preparation of each tender adjudication report and the review thereof in conjunction with the Employer, Engineer and the PLC, for the award of each tender and for the conclusion of the subcontract agreement with each successful Targeted Enterprise tenderer, and any other relevant requirement described in this Section D of the Specifications.

d. Failure to Comply with Responsibilities Towards Targeted Enterprises

If the Contractor, in the opinion of the Employer's Project Manager or the Engineer, fails to comply with its responsibilities towards Targeted Enterprises, the Engineer shall issue a written warning to the Contractor, stating all the areas of non-compliance. The Contractor's time to correct shall be stated in the letter and shall be in accordance with the relevant specifications for the aspects of non-compliance.

A copy of the letter of warning shall be forwarded to the Employer's Project Manager, and the Targeted Enterprise Monitor shall monitor that corrective action is taken by the Contractor.

Failure by the Contractor to comply with a deadline, will be sufficient grounds for the Employer to apply a penalty or institute a claim in accordance with the relevant Conditions of Contract.

This structure for Measurement of Development, should be carried consistently through the D3000 requirements for the mentoring of Targeted Enterprises.

D3008.02 General Obligations

The Contractor shall comply with the following general obligations:

a) Assist the Targeted Enterprises in instituting a quality assurance system.
b) Provide adequate training, coaching, guidance, mentoring and any other identified and approved assistance to Targeted Enterprises and their employees.
c) Provide support and any other identified and approved assistance to ensure that the Targeted Enterprises meet their obligations and commitments with respect to their subcontracts.
d) Assist Targeted Enterprises to monitor and manage the schedules, costs, and cash flows of their subcontracts.
e) Endeavour to avoid subcontract disputes and if disputes do arise, facilitate a process to find an amicable solution.
f) Ensure that the CPG objectives are achieved.

D3008.03 Subcontract Agreements

The Contractor shall conclude subcontract agreements with each subcontracted Targeted Enterprise and shall utilise the Employer's proforma document for Targeted Enterprise subcontracting (see Annexure X3), which is based on the 2011 FIDIC Conditions of Subcontract for Construction and shall be in accordance with the provisions of amended subclause 4.4 of the Conditions of Contract and shall be consistent with the terms and conditions of this Contract.

a) Special Conditions of Contract

Amongst others, the subcontract agreement includes the following Particular Conditions of Contract:

i) The Targeted Enterprise's entitlement to receive the training contemplated in the main Contract (subcontract Part C1, C1.2.1, Part B, clause 6.8).

ii) The Targeted Enterprise's obligation to participate and co-operate in the training provided for in the main Contract (subcontract Part C1, C1.2.1, Part B, clause 6.8).

iii) The allowable sources from which Labour may be drawn in terms of the main Contract (subcontract Part C1, C1.2.1, Part B, clause 6.5).

iv) The terms and conditions relating to the recruitment, employment and remuneration of Labour engaged on the main Contract (subcontract Part C1, C1.2.1, Part B, clause 6.5).

v) The training to be provided to the Targeted Enterprise's workforce (subcontract Part C1, C1.2.1, Part B, clause 6.8).

vi) The terms and conditions related to payment of the Targeted Enterprise (subcontract Part C1, C1.2.1, Part B, clauses 14.6 to 14.8 and 15.3).

vii) Sanctions in the event of failure by the Targeted Enterprise to comply with the terms and conditions of the subcontract agreement (subcontract Part C1, C1.2.1, Part B, clauses 14.6 and 20.4 to 20.7).

viii) Dispute avoidance and resolution procedures (subcontract Part C1, C1.2.1, Part B, clauses 20.4 to 20.7).

Further Special Conditions of Contract required by the Contractor shall only be included into the subcontract agreement once approved by the Employer and the Engineer.

b) Monitoring of Subcontract Agreements

The proforma subcontract agreement for each group of work packages shall be tabled to the Employer's Independent Targeted Enterprise Monitor for review and confirmation that subcontract agreements are in terms of the Employer's requirements and policies.

Mentoring relating to subcontract agreements shall include developmental guidance to enable Targeted Enterprises to understand the sourcing of local resources and the preparation of cost build-ups, including applicable BCCEI labour rates, and market-related rates for plant and materials. Such mentoring shall not influence, amend, negotiate, standardise or otherwise affect any submitted tendered rate, nor shall it affect tender evaluation, ranking or award.

In addition, the PLC may request proof that subcontract agreements were entered into with the subcontracted Targeted Enterprises. The PLC may request insight into the Conditions of Subcontract and Subcontract Data.

To protect Targeted Enterprises' competitive advantage and/or tender strategy, only the subcontract agreement shall be available to the PLC for perusal and not the pricing structure and/or Schedule of Quantities.

A copy of each subcontract agreement shall be filed with the Engineer after confirming that it is in accordance with the provisions of this Contract.

D3008.04 Payment of Targeted Enterprises

Targeted Enterprises shall be paid the rates and/or Provisional Sums, which they have tendered, or which have been negotiated as described in this Section D of the Specifications.

a) Payment of Provisional and General Obligations

Provision shall be made in the subcontract agreement for the Targeted Enterprise's preliminary and general obligations (P&Gs), which shall be calculated as a minimum of 10% of the value of the scheduled subcontract work items.

Where the Contractor's subcontract work is not paid from a Provisional Sum, the P&Gs of the Targeted Enterprise shall be paid from the Lump Sum tendered by the Contractor for the P&Gs of Targeted Enterprises.

For the purposes of this item, the Preliminary and General Obligations of Targeted Enterprise Subcontractors shall mean only those reasonable, necessary and package-specific preliminary and general costs required for the Targeted Enterprise Subcontractor to execute its approved subcontract work package.

This item shall not be used to transfer the Contractor's General Obligations, site-wide obligations, statutory obligations, principal-contractor duties, contract administration duties or risks under the Main Contract to Targeted Enterprise Subcontractors.

Main-contract General Obligations must remain with the Main Contractor. Any package-specific P&G obligation to be carried by a Targeted Enterprise Subcontractor shall be clearly stated in the subcontract scope, priced or allowed for, reviewed by the Engineer and certified only where not duplicated under another payment item.

This P&G shall be defined in the Subcontract proforma.

The Compiler of the subcontractor agreement shall identify with the approval of the Engineer, the list which P&G obligations are intended to be carried by Targeted Enterprise Subcontractors and must ensure that these are package-specific, measurable, priced and not duplicated under the Contractor's General Obligations or other BoQ items. Site-wide obligations must remain with the Contractor unless the Contract expressly provides otherwise. For Example:

1. Labour transport may be included only for the TE's own labour required for its approved package. It must not become a transfer of the Main Contractor's general labour transport obligation.
2. Security may be included only where the TE is specifically appointed for an approved security package, or where limited package-specific security is required for the TE's own tools, materials or temporary establishment.
3. OHS may include the TE's own safety file, PPE, toolbox talks and activity-specific risk assessments, but the Main Contractor remains responsible for principal-contractor and site-wide OHS duties.

Where applicable, the package-specific Preliminary and General Obligations of Targeted Enterprise Subcontractors shall be classified and paid using the payment principles applicable to COTO Item C1.3.1, limited to the Targeted Enterprise Subcontractor's approved subcontract package. Such payment may include:

i) fixed obligations, payable in instalments of 50%, 35% and 15%, where applicable;
ii) value-related obligations, payable progressively as a percentage of the value of the approved subcontract work executed; and
iii) time-related obligations, payable monthly for the approved duration of the Targeted Enterprise Subcontractor's package.

This shall not transfer the Contractor's General Obligations, site-wide obligations, principal-contractor duties, statutory duties, contract-administration responsibilities or risks under the Main Contract to Targeted Enterprise Subcontractors.

Payment shall be limited to package-specific obligations clearly stated in the approved subcontract scope, not duplicated elsewhere, supported by evidence, reviewed by the Engineer and certified in accordance with the Contract.

b) Monitoring of Payment of Targeted Enterprises

The Employer's independent Targeted Enterprise Monitor shall audit the Contractor's Payment of Targeted Enterprises to ensure timeous and correct payment in terms of the Employer's requirements and Policies and shall report his findings to the Employer's Project Manager on a regular basis. The Engineer shall present the payment status and applicable payment dates for all Targeted Enterprises during Site Meetings.

D3008.05 Quality of Work and Performance of Targeted Enterprises

a) Ensuring Quality of Work and Performance

The purpose of the Employer's CPG is to, amongst others, enhance the utilisation and development of Targeted Enterprises. Thus, while the Contractor remains responsible for the quality of work and performance of Targeted Enterprises, he may not neglect the developmental requirements in the subcontracting of Targeted Enterprises.

It is thus emphasised that 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 be commensurate with the level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of its subcontract.

b) Failure by the Targeted Enterprise to Comply

If the Targeted Enterprise, in the opinion of the Engineer, fails to comply with any of the criteria listed below, the Engineer shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer's Project Manager and the Employer's independent Targeted Enterprise Monitor. The criteria are as follows:

i) Deliver acceptable standard of work as set out in the specifications.
ii) Progress in accordance with the time constraints in the subcontract agreement.
iii) Punctual and full payment of the workforce and suppliers.
iv) Site safety.
v) Accommodation of traffic.

c) Assist the Targeted Enterprise to improve

The Contractor shall, in terms of the subcontract agreement (subcontract Part C3, clause 3.1.12), give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract agreement has occurred or appears likely to occur.

The Contractor shall, together with the Targeted Enterprise, identify the causes that led to failure to comply and jointly develop a plan to rectify, which plan shall be submitted to the Employer's Project Manager and the Engineer for information purposes.

Based on the plan to rectify, the Contractor shall 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) Monitoring Execution of the Plan to improve

The Employer's independent Targeted Enterprise Monitor shall review plans to rectify and monitor the execution thereof to ensure that Targeted Enterprises are given a fair opportunity to rectify within a developmental environment. The ITEM shall report his findings to the Employer's Project Manager monthly during site meetings.

The contractor with the TGDC shall respond proactively to the finding of the ITEM and identify and close-out findings within a responsible turnaround period as agreed by the Engineer. Lesson learnt shall be discussed for each of the findings produced in the ITEM monthly report.

D3008.06 Dispute Avoidance and Resolution Procedures

When any disputes arise, the Contractor shall within seven (7) calendar days inform the Employer's Project Manager, the Employer's Targeted Enterprise Monitor, and the Engineer, in writing, of the details of the dispute.

c) Facilitate Dispute Avoidance

Prior to taking any action, the Contractor shall commence with a facilitation process by arranging a formal meeting with the Targeted Enterprise with the aim to find an amicable solution to the dispute. The meeting shall be attended by the Employer's Project Manager, the Employer's Targeted Enterprise Monitor, and the Engineer to ensure a fair and transparent process in reaching a settlement.

If the parties are unable to find an amicable solution, the Contractor shall explain fully to the Targeted Enterprise the provisions in the subcontract agreement to address disputes. If action is necessary, it shall be discussed with the Employer's Project Manager and the Engineer prior to any action being taken.

d) Support to Targeted Enterprise during Dispute Resolution Process

While the Employer's Project Manager and the Engineer will observe the dispute resolution process to ensure fairness and transparency, the Targeted Enterprise may request consultation and assistance from the Targeted Enterprise Monitor. The Targeted Enterprise Monitor will assist the Targeted Enterprise with the interpretation of the Conditions of Subcontract and will guide the Targeted Enterprise during the dispute resolution process.

e) Issuing a Letter of Warning to Targeted Enterprise

The Contractor shall issue a letter of warning to the Targeted Enterprise, whom shall have 21 calendar days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Engineer, except for issues pertaining to Site Safety and Accommodation of Traffic, for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works, but which shall not be longer than 24 hours.

f) Failure by the Targeted Enterprise to Comply

Failure by the Targeted Enterprise to comply with a deadline, will be sufficient grounds for the Contractor to apply a penalty or terminate the subcontract agreement provided that the Employer's Project Manager and the Engineer are satisfied that the Contractor has made every effort to correct the performance of the Targeted Enterprise.

The Targeted Enterprise may dispute any ruling given or deemed to be given by the Contractor or the Engineer, within 21 calendar days after receipt thereof by submitting a written Dispute Notice to the Contractor, in terms of the relevant Conditions of the Subcontract.

On request by the Targeted Enterprise, the Targeted Enterprise Monitor will assist the Targeted Enterprise with the interpretation of the Conditions of Subcontract and will guide the Targeted Enterprise during the dispute resolution process.

D3009 WORK SUITABLE FOR EXECUTION BY TARGETED ENTERPRISES

To assist the Contractor in achieving his CPG, the following guideline works items, amongst others have been identified for being suitable for execution by Targeted Enterprises:

a) Erection and maintenance of the Contractor's camp site.
b) Clearing and grubbing.
c) Removal of trees.
d) Provision of traffic control facilities.
e) Management of traffic control facilities and traffic safety as part of the accommodation of traffic.
f) Construction and clearing of drains.
g) Installation of prefabricated culverts including inlet and outlet structures.
h) Concrete channelling and concrete linings for open drains.
i) Construction of concrete paving, kerbs and channels.
j) Construction of small concrete and other structures.
k) Construction of concrete walkways.
l) Pitching, stonework and protection against erosion.
m) Construction of gabions.
n) Asphalt Patching, included Base patches
o) Surface Patching and repairing edge breaks.
p) Erection of guardrails.
q) Landscaping.
r) Fencing.
s) Road signs.
t) Road markings.
u) Finishing the road and road reserve.
v) Site Security Services.
w) Haulage of materials.
x) Supply of plant.
y) Supply of fuel.
z) Supply of transport to Local Labour.
aa) Specialised subcontract works such as:
    i) Construction of concrete pavements.
    ii) Laying of asphalt using asphalt pavers.
    iii) Structural concrete such as culvert and bridges.
    iv) Crushing of materials.
    v) Precast manufacture.
    vi) Batch plant erection and operations.
    vii) Earthworks, Layerworks construction.
    viii) Structural steel fabrication, erection.

From the above work items, the following have been identified as suitable for execution by CIDB CE1 and CE2 Targeted Enterprises:

a. Concrete sidewalks.
b. Side drains.
c. Clearing and grubbing.
d. Construction and clearing of drains.
e. Any other work identified by the Employer to be executed in the Target Area.

The work to be carried out by Targeted Enterprises is not limited to the work listed above and the Contractor may need to engage Targeted Enterprises on other aspects of the Works to achieve the CPG.

A Provisional Sum for the work by CIDB 1 and 2 Targeted Enterprise Subcontractors is allowed under pay-item D30.05.

D3010 TRAINING, MENTORSHIP AND TECHNICAL CAPACITY BUILDING

The Contractor shall demonstrate interest in Training, Mentorship, and Technical Capacity Building of Targeted groups and with the input and support of the PLC develop a Training and Skills Development Programme (TSDP) which shall be managed by the Contractor's TE Construction Manager.

The CIDB Standard for Developing Skills through Infrastructure Contracts, Version 4.0, dated 31 March 2026 and published under Board Notice 913 of 2026 in Government Gazette No. 54575 of 24 April 2026, shall apply to this Contract where the Contract duration is 12 months or longer and the CIDB grading designation is Grade 7 or higher. The Contractor shall comply with the Standard and the requirements of Section D3010.

D3010.01 Purpose of the Training and Skills Development Programme (TSDP)

Skills development forms an integral part of the Employer's Transformation and Community Development Policies and hence, it is important to the Employer that Targeted Labour and Targeted Enterprises be equipped with skills that can be used to gain meaningful future employment and secure subcontracting opportunities.

It is, therefore, a requirement of this Contract that the Contractor provide adequate training, coaching, guidance, mentoring and assistance to the Targeted Labour and Targeted Enterprises, to ensure skills development within the Construction Industry.

The TSDP shall provide the learning detail for Targeted Labour, Targeted Enterprises and other Learner categories, including course and/or module contents and timeframes. See Annexure X*5* for the TSDP format.

D3010.02 Developing the TSDP

The Employer shall, through its Project Manager, be involved in the decision making and quality control pertaining to the development and implementation of the TSDP facilitated through this Contract.

The complete TSDP shall be developed during the Mobilisation Period, accepted by the Engineer after consultation with the Employer's Project Manager, and tabled to the PLC for their information before any training commence.

1. Skills Development Requirements

i) <u>Contract Skills Development Goals (CSDG)</u>

This Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:

a. a part or full occupational qualification registered on the National Qualification Framework.
b. a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
c. a national diploma or degree registered on the National Qualification Framework; and
d. registration in a professional category by any of the professional bodies listed in Table 1 of this 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 final contract value multiplied by the percentage (%) for Civil Engineering work (CE) as set in the Specification Data.
To attain the CSDG, it is estimated that the following number of Learners must be trained on the Contract in the stated categories:

TABLE D3010/1: Number of Learners per Category

No single method shall contribute more than 50 percent (%) of the CSDG. Employed learners shall not account for more than 33% of the CSDG. No individual shall be counted under more than one training method concurrently.

ii) Achieving Contract Skills Development Goal (CSDG)

The Contractor shall achieve the CSDG by providing employment opportunities to Learners requiring structured workplace learning using one or a combination of any of the following methods in relation to work directly related to the Contract:

Method 1: Structured workplace learning towards a part or full occupational qualification registered on the National Qualifications Framework (NQF). Method 1 includes Community skills training and Generic skills training.

This training method shall apply to Targeted Enterprises and Targeted Labour too.

Method 2: Structured workplace learning for apprentices or other artisan learners towards a trade qualification leading to a listed trade. At least 60% of the artisan learners shall hold qualifications obtained from public TVET colleges.

This training method shall apply to Targeted Enterprises and Targeted Labour too.

Method 3: Work-integrated learning for University of Technology or Comprehensive University students completing a national diploma or degree; or relevant workplace experience for learners who have completed N4, N5 and N6 and require 18 months of workplace experience to obtain a National Diploma.

This training method shall apply to P1 and P2 learners, or learners holding a 240-credit qualification, who require work-integrated learning and qualify as unemployed learners under the CIDB Standard.

Method 4: Structured workplace learning for candidates working towards registration in a professional category with an applicable statutory council listed in the CIDB Standard.

This training method shall apply to employed and unemployed candidates holding a qualification comprising 480 credits or more and working towards professional registration.

i) 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.

ii) 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.

iii) Compliance with Requirements

The Contractor shall comply with the requirement as set out in clause 4 of the Standards.

iv) Records

The Training Service Provider shall keep comprehensive records of the training provided to each Learner and shall ensure that Learners' successful completion of successive Unit Standards is entered onto the national SAQA database. After the successful completion of generic skills courses each Learner shall be issued with a certificate indicating the course contents as proof of attendance and completion. The Contractor shall keep a register of certificates issued. Whenever required, the Contractor shall provide copies of such records to the Engineer.

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.

v) Sanctions (Penalty)

Failure to achieve the CSDG shall render the Contractor liable for a penalty as prescribed in clause 8.7 of the FIDIC Conditions of Contract. Penalties shall be as follows:

a. Penalty = {[LoAs + LoLs + LoUSs + LoCs]}
   Where:
   LoLs = Monetary Value of the shortfall for Method 1.
   LoAs = Monetary Value of the shortfall for Method 2.
   LoUSs = Monetary Value of the shortfall for Method 3.
   LoCs = Monetary Value of the shortfall for Method 4.

b. Delay the issuing of the Performance Certificate until all the required records described in clause 5 of the Standards are received.

D3010.03 TSDP General Requirements

The Training and Skills Development Programme shall comprise one or more structured workplace-learning opportunities under Methods 1 to 4 of the CIDB Standard and shall be directly related to the Contract.

a) Sourcing of Learner, candidate or beneficiary

The Employer may provide the Contractor with its list of Learners or source from which Learners may be selected.

Where required by the Contract, the Employer may nominate eligible learners or candidates, including persons employed by an organ of state, for structured workplace learning in accordance with the applicable programme requirements, to obtain experiential training. The Contractor shall provide experiential training to these students in accordance with the relevant academic institution's requirements, which is typically a university, a university of technology, or a TVET.

The Contractor shall provide each nominated learner or candidate with the tools, information-technology resources and suitable workspace required to complete the approved workplace-learning programme.

Reporting on training progress of each student shall be compiled according to the formats and intervals set be the relevant academic institution

If the Employer does not nominate beneficiaries, the Contractor may source eligible beneficiaries directly through the PLO or through relevant academic institutions, statutory councils, SETAs or other lawful sources for the CSDG in line with the CIDB Skills Development Act (SDA), the Construction Education and Training Authority (CETA), a relevant Sector Education and Training Authority (SETA) and including the Quality Council of Trade Occupation (QCTO).

All beneficiaries shall be registered with the CIDB before being counted towards achievement of the CSDG.

b) Skills Audit and Analysis

To develop the Training and Skills Development Programme(s), the Contractor shall conduct a skills audit and analysis of Labour on the Targeted Labour database and the Targeted Labour of subcontracted Targeted Enterprises to determine their levels of education, existing qualifications, skills sets, Recognised Prior Learning (RPL), and gaps linked to the applicable occupational qualifications. The outcome of the skills audit and analysis shall be used to develop a Training and Skills Development Programme that will benefit both the employee and the Construction Industry at large.

Included in the skills audit and analysis shall be a separate section, analysing the education, qualifications and skills sets of the Targeted Enterprise's owners and their supervisors subcontracted by the Contractor, to develop a Training and Skills Development Programme that will develop and improve the ability of small business owners and their supervisory staff to better manage their enterprises.

c) Selection of Learner, candidate or beneficiary

Learners shall meet the admission, literacy and numeracy requirements prescribed for the applicable qualification or learning programme. The Training Service Provider shall utilise the skills audit and analysis and conduct additional skills analysis to benchmark the literacy and numeracy levels of Targeted Labour and Targeted Enterprises and their employees. This information shall guide the Training Service Provider in formulating the Learner, candidate or beneficiary selection methodology(ies) and process(ess). The Training Service Provider shall make provision for:

i) baseline assessments, e.g., conducting RPL enquiries and tests, and
ii) a bridging skills gap programme aligned with the entry requirements of the selected qualification or learning programme.

Learner, candidate or beneficiary identified as having already acquired some tertiary training, particularly in the field of Civil Engineering, may be suitable for a specialised Learner, candidate or beneficiary programme or a higher NQF Level programme or Method 4. The Training and Skills Development Programme shall, therefore, make provision for Learners with a variety of competency levels and shall make provision for different levels of training.

It should be noted that where this Section D of the Specifications refers to the selection and training of Learners, candidates or beneficiaries, persons employed by an organ of state may participate only where required by the Contract, provided that they satisfy the eligibility requirements of the applicable programme and the CIDB Standard.

d) Training Programme Requirements and Considerations

The skills audit and RPL outcome shall inform the selection of a registered occupational qualification or part-qualification that addresses the identified skills gaps. Learners shall complete the knowledge, practical, workplace-experience and assessment requirements prescribed for the selected qualification, including the EISA where applicable.

The skills audit and RPL outcome shall inform the selection of a registered occupational qualification or part-qualification that addresses the identified skills gaps.

It is recognised that the Training and Skills Development Programme may consist of several Unit Standards but totalling insufficient credits for a full Learnership qualification or shall be aligned to the QCTO Occupational Curriculum format and shall consist of accredited Knowledge Modules, Practical Skills Modules, and Workplace Experience Modules. Nevertheless, the competencies and credits achieved in the Programme shall contribute to a full Learnership by a later acquisition of the outstanding Unit Standards required for the full Learnership.

The Training and Skills Development Programme shall be structured in a manner to prioritise those QCTO exempted Unit Standards and/or shall be aligned to the QCTO Occupational Curriculum format, that will equip Learners with the minimum skills and competencies required to become economically involved in the execution of the Works as soon as possible.

Where a legacy qualification remains valid under an approved transitional or teach-out arrangement, the Training Service Provider shall comply with the applicable qualification rules, quality-assurance requirements and final achievement date.

Each Method 4 candidate shall receive structured workplace learning and mentorship from a suitably registered professional towards registration in an applicable professional category.

For Occupational Qualifications the Training Service Provider Shall be QCTO accredited as a Skills Development Provider (SDP) for the relevant Occupational Certificate and shall demonstrate the Employer’s requirements for QCTO qualifications:

i. Facilitate learning in accordance with the SDP’s approved QCTO Curriculum Document.
ii. Implement accredited RPL processes where applicable.
iii. Ensure that all Learners meet the Knowledge, Practical Skills, and Workplace Experience requirements prescribed for the qualification.
iv. Prepare eligible learners for the External Integrated Summative Assessment (EISA), which shall be conducted by a QCTO-accredited assessment centre in accordance with the relevant AQP requirements.
v. Ensure continuous compliance with QCTO updates to the curriculum and qualification requirements. In the event of any conflict, legislated requirements shall prevail.

The above criteria are not exhaustive, and the Training Service Provider shall apply the systems and processes required by the relevant SAQA and other related legislation pertinent to training. The Training Service Provider shall regularly consult the QCTO (www.qcto.org.za) and SAQA websites (www.saqa.org.za) to ensure that the most current Unit Standards and are presented. In the event of any conflict, the legislated requirements shall apply.

The Compiler shall specify only qualifications or part-qualifications that are registered on the NQF and active at the Tender Date. The Subservice provider Contract Data shall record the qualification title, SAQA identification number, NQF level, credit value and relevant QCTO/AQP requirements.

Supplementary training may be provided with the Engineer's prior approval but shall not amend a registered curriculum or contribute towards the CSDG unless it forms part of an eligible registered qualification or part-qualification.

The bulk of the training shall focus on NQF Levels 4 and 3. NQF Level 5 training is not anticipated but may be suitable for qualifying staff of established small contractors. Some of the qualification titles for the respective NQF Levels.

All training shall take place within normal working hours, or as agreed with the Learners.

e) Learning Material

For the Occupational accredited qualifications training approach, learning material shall be provided for all Knowledge and Practical Skills Modules in accordance with the QCTO Curriculum Document and AQP (Assessment Quality Partner) requirements. Each Learners shall receive a full set of training material, including workbooks, practical guides, and Workplace Experience logbooks. The learning material must comply with the following requirements:

1. Purpose and rationale of the module
2. Internal assessment guidelines
3. Practical task specifications
4. Workplace experience activities
5. Knowledge component outcomes
6. Practical skills training outcomes
7. Assessment criteria for formative learning
8. External Integrated Summative Assessment (EISA) requirements
9. Occupational tasks aligned to road construction and/or maintenance
10. Where necessary, subject matter experts shall contribute to the development and contextualisation of the learning material to ensure technical relevance to civil works and SANRAL project environments.

Where a legacy Unit Standard-based qualification remains valid, the Training Service Provider shall provide each learner with learning material for every applicable Unit Standard with the necessary proof of exemption from QCTO accreditation.

The material shall comply with the SAQA-registered qualification and applicable quality-assurance requirements and shall be relevant to road construction or maintenance. Any subject-matter expert input required to contextualise the material shall be included in the Training Service Provider’s rates.

The learning material shall address, where applicable:

i) Purpose of the Unit Standard.
ii) Specific outcomes (typically 4 per Unit Standard).
iii) Assessment criteria (typically 4 per specific outcome).

iv) Range as is defined for each specific outcome.
v) Critical cross-field outcomes for the Unit Standard.
vi) Unit Standard essential embedded knowledge.

f) Generic Skills Training

Generic skills training shall be accredited, which is not construction (technical) specific, but which are beneficial to the skills development of Targeted Enterprises and Targeted Labour, shall be taught in learning areas where the need has been identified and approved by the Employer's Project Manager and the Engineer.

The Contractor shall make representation to the Employer's Project Manager and the Engineer, who shall approve candidates that should attend such courses as they deem appropriate. Those selected shall receive formal generic skills training in a programmed and progressive manner. The PLC may also identify a need for generic skills training.

Typical examples of generic skills training programmes are:

i) National Certificate: Vocational, levels 1, 2, and 3 in various fields.
ii) National Certificate: Road Safety Development.
iii) National Certificate: Occupational Hygiene and Safety.

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Generic skills training shall contribute towards the Contractor's CSDG only where it complies with Method 1, is directly related to the contract and leads to an eligible registered occupational qualification or part-qualification. All Generic training shall be reported separately under the CSDG.

g) Community Training

Community training shall be accredited taught in learning areas where the need has been identified. Affected Target groups may submit their training needs to the PLC for the Contractor's consideration and inclusion into the Training and Skills Development Programme

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While considering the training needs of affected Communities, the Engineer shall inform the PLC of the Contract's training limitations, as well as of the training that could be undertaken through the Contract.

Learners from the Community shall be identified through the Community structures and with the input and support of the PLC. Learners selected from the Community 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 Community members with skills that will enhance their employability.

Typical examples of community training programmes are:

i) General Education and Training Certificate: Hygiene and Cleaning
ii) General Education and Training Certificate: ABET
iii) National Certificate: Vocational, levels 1, 2, and 3 in various fields.
iv) National Certificate: Travel and Community Tourism
v) Further Education and Training Certificate: Community Development
vi) Further Education and Training Certificate: Public Awareness HIV/AIDS
vii) Communication skills
viii) Conflict resolution

Community skills training shall contribute towards the Contractor's CSDG as per the CSDG Method 1 requirements. Training shall be accredited and recognised by the NQF and shall be provided by accredited entities and individuals.

D3010.04 The Training Service Provider

For any learning programme requiring a workplace agreement, the Contractor shall fulfil the responsibilities of the workplace employer unless otherwise stated in the 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 Learners, the Training Provider, and the Employer.

However, the Employer requires similar outcomes to that of formal learnership programmes, and the Contractor shall structure a Training and Skills Development Programme in a manner that permits continued access to further learning and qualifications within a defined programme.

While the Contractor's TE Construction Manager will manage the Training, Development and Support Programme and mentor Targeted Enterprise Subcontractors from a practical point of view, the Contractor shall appoint an appropriately accredited Training Service Provider, in line with all SANRAL's procurement manual to deliver the knowledge and/or practical components and to coordinate workplace learning with the Contractor and the relevant mentor or supervisor.

a) Accreditation of the Training Service Provider

The Training Service Provider entity shall ither hold current Quality Council of Trade and Occupations (QCTO) accreditation for the qualification or par-qualification and have the employment Practitioners, Assessors and Moderators who are registered QCTO / AQP requirements or exemption thereof by QCTO and approved by the NQF. Proof of accreditation and registration or exemption shall be current, valid and list the NQF levels.

b) Qualifications and Experience of the Training Service Provider

Training personnel shall meet the applicable QCTO, AQP and qualification requirements. Any additional Employer requirements shall be stated in the Contract Data.

Only training toward an active, SAQA-registered qualification or part-qualification shall be recognised. The qualification title, SAQA ID, NQF level, credits and QCTO/AQP details shall be provided.

Facilitators shall hold a relevant qualification at least one NQF level higher than the component delivered, or equivalent recognised competence. Suitably qualified specialists may be appointed for elective or vocational components.

c) Assessor Requirements for accredited occupational qualifications:

Assessors shall meet the applicable QCTO, AQP, Occupational Curriculum and Qualification Assessment Specification requirements and demonstrate competence in the relevant road construction, maintenance, rehabilitation or structures discipline. Where required, they shall hold a recognised assessor qualification and be competent to conduct formative assessments and evaluate Portfolios of Evidence and workplace records. The EISA shall be conducted only through a QCTO-accredited Assessment Centre.

d) Moderators Requirements for accredited occupational qualifications:

Where required, Moderators shall meet the applicable QCTO and AQP requirements and be registered as CETA Constituent Moderators. They shall hold a relevant qualification at least one NQF level higher than the qualification being moderated, or equivalent competence recognised through RPL, and have at least five years' relevant civil engineering construction experience. Moderators shall verify that internal assessments and supporting evidence comply with QCTO requirements before Learners undertake the EISA.

e) Training Facilities

The Contractor shall be responsible for providing everything necessary to offer the various training workshops and modules including:

i) a suitable venue with sufficient furniture, lighting, and power,
ii) all necessary stationery consumables and study material,
iii) transport for attendees.

f) National cost of providing training opportunities per month

Learnerships shall include the required theoretical and practical components and comply with applicable legislation and SAQA, QCTO and relevant SETA requirements.

The notional cost of providing training opportunities shall be determined in accordance with the applicable CIDB Standard for Developing Skills through Infrastructure Contracts, as amended or replaced from time to time, and the current published notional cost table applicable at the date stated in the Contract Data or Specification Data.

The notional monthly cost shall be used for calculating, planning and reporting the Contractor's training obligations and contribution towards the Contract Skills Development Goal, where applicable. The rates shall not be amended by the Contractor unless authorised by the Employer in accordance with the Contract

The applicable training method, Learners, candidates or beneficiary category, stipend treatment, mentorship provision and additional cost allowance shall be stated in the approved training plan and supported by a Portfolio of Evidence.

Prime Cost Sums under D30.06 shall be paid under FIDIC Subclause 13.5 and shall cover approved stipends for unemployed Learners. Employed Learners shall receive no stipend; their wages and loss of production shall be included in the Contractor's rates.

Stipends shall be paid directly by the Contractor to unemployed learners only. Where a Learners is employed and receives a salary or wage, the stipend provision shall not apply. The Contractor shall keep proof of stipend, salary or wage payments, attendance records and beneficiary records as part of the Portfolio of Evidence.

Provision for mentorship and additional costs shall only be claimable where the relevant training method requires such provision and where the cost is supported by approved records. Additional costs may include personal protective equipment, insurance, medical assessments, course fees, trade tools where applicable, assessment, reporting, monitoring and related training costs.

The rate shall be the applicable notional monthly cost stated in Table D3010/1(a) or such amount stated in the Contract Data or Pricing Schedule. Payment shall be made per approved Learners-month, subject to attendance, training progress, mentorship records where applicable, proof of stipend or salary/wage payment, and submission of the required Portfolio of Evidence.

Table D3010/1 (f): Share of CSDG informed by the Skills Audit and Market Analysis

CSDG Method	CIDB opportunity	Share of CSDG	Key CIDB control
Method 1	Occupational qualification	30%	Part/full occupational qualification
Method 2	TVET graduates / apprenticeships	25%	At least 60% of artisan learners must hold public TVET qualifications
Method 3	P1/P2, WIL, N4–N6 workplace experience	25%	Structured workplace experience
Method 4	Professional candidates	20%	Structured learning towards professional registration
Total		100%	Must achieve or exceed total CSDG

The Contractor shall submit a monthly CSDG implementation forecast showing the planned Learner-Months for each Skills Development Method. The cumulative forecast shall achieve 100% of the applicable CSDG by the required completion date. Monthly allocations may vary according to approved training and workplace placement periods.

TABLE D3010/2(a): Planned Training Opportunities and Notional Monthly Costs and number of Learners per Category

Method	Training opportunity	Stipend: unemployed learner	Mentorship	Additional costs	Total per month: unemployed	Total per month: employed	Number of learners*	Duration (months)*
Method 1	**Occupational qualification**	R5 000	N/A	R3 000	R8 000	R3 000	4	12
Method 2	**TVET college graduate**	R7 000	N/A	R3 000	R10 000	N/A	4	12
Method 2	**Apprenticeship**	R7 000	N/A	R4 000	R11 000	R4 000	4	12
Method 3	**P1 or P2 learner, or learner holding a 240-credit qualification**	R9 000	R7 000	R2 000	R18 000	N/A	2	12
Method 4	**Candidate holding a 360-credit qualification**	R13 000	R7 000	R2 000	R22 000	R7 000	2	12
Method 4	**Candidate holding a qualification comprising 480 credits or more**	R16 000	R7 000	R2 000	R25 000	R7 000	2	12

D3011 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the Contract to maximise the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former should generally be kept to the practical minimum.

Before commencing with any labour enhanced operations, the Contractor shall discuss his intentions with the Engineer, and shall submit to the Engineer monthly, daily labour returns indicating the numbers of temporary personnel employed on the Works and the activities on which they were engaged.

It should be noted that activities that are conventionally done by labour methods, e.g., gabions, shall not qualify under this Section D of the Specifications.

Where labour-enhanced construction methods are specified, the Contractor shall plan, execute, supervise, measure and report such work in accordance with the Contract, the applicable project specifications, the approved construction method statements and at least the applicable CIDB Guidelines for Labour Intensive Construction Methods, as amended or replaced from time to time.

The Contractor shall ensure that labour-enhanced construction activities are planned and executed in a manner that is safe, productive, technically compliant, commercially fair and capable of supporting the project's Targeted Labour, Targeted Enterprise, CPG, skills-development and reporting objectives.

D3012 EPWP ITIS REPORTING COMPLIANCE

The Contractor shall comply with all reporting requirements related to employment, labour participation, and job creation associated with the Expanded Public Works Programme (EPWP) and SANRAL performance reporting systems.

Project reporting shall distinguish the monthly movement, year-to-date achievement, cumulative project achievement, approved target and forecast at completion. A person, enterprise, placement or project shall be counted only in accordance with the applicable Indicator counting rule and shall not be duplicated across periods, any contracts or reporting systems.

The ITIS data capturers shall attend the compulsory ITIS / PIMS induction and training requirements where D3000 reporting depends on digital capture, verification or approval. The clause must identify the responsible data-capturing personnel, required induction, reporting calendar, Portfolio of Evidence requirements, system-access procedure, query register and escalation route.

Where system updates, workflow changes or refresher training are expected during the Contract, the Compiler must require the Contractor in writing to provide backup data-capturing capacity so that training does not interrupt production, monthly reporting or payment certification.

The Engineer must ensure that payment withholding is limited to affected items where payment, CPG recognition or reporting approval is expressly dependent on complete, accurate and verified ITIS / PIMS records and supporting evidence. A general withholding of payment must not be introduced unless supported by the Conditions of Contract and approved by Legal / Commercial.

The Contractor remains responsible for the accuracy, completeness and timely submission of all source information required for ITIS / PIMS reporting. The Engineer shall review and verify the submitted information before recommendation for approval. The SANRAL Project Manager or delegated official shall approve the reporting data where required by the applicable workflow.

In accordance with the POPI Act, AGSA audit requirements and SANRAL information-governance requirements, all personal information and payment-related evidence required for CPG, CPP, CSDG, EPWP, KPI and ITIS / PIMS reporting shall be submitted or uploaded to the approved ITIS / PIMS module, EDMS, SharePoint or other Employer-approved repository within the required reporting period.

D3012.0.1 EPWP (DPWI) SANRAL Reporting guidance

All information relating to labour participation, employment creation, and targeted labour utilised under this Contract shall be recorded, verified, and reported in accordance with EPWP Reporting System validation rules issued by the Department of Public Works and Infrastructure (DPWI) SANRAL reporting procedures and performance indicator requirements applicable labour legislation and contract participation goals.

The required measures for the information of the PMT shall be reported in the monthly site meeting minute Appendices and the ITEM/TGDC Transformation monthly submission report and under these headings:

a) Transformation of the industry, counted by Number of SMMEs working for SANRAL.

Percentage of TEs/SMMEs reported in ITIS/PIM with valid CSD, B-BBEE/EME-QSE, subcontract and payment evidence uploaded.

Identify each qualifying SMME, package/appointment, value, start and end dates, status, ownership evidence where required, and whether the enterprise is active in the reporting period.

Creation of jobs - Job opportunities created on the project, counted by Number of Job opportunities created.

Number of job opportunities verified by signed employment record, standard timesheet, project number, job category and Engineer confirmation

Report unique qualifying job opportunities in accordance with the approved KPI counting rules, together with commencement/termination dates, demographics where required, person-days, wage cost and evidence.

Creating delivery capacity for the country - Provision of Internships, counted by Number of internships providing practical experience for undergraduate studies.

Report the learner, institution, field of study, placement period, supervisor, practical outcomes, attendance and completion status.

Creating delivery capacity for the country – Provision of SETA-accredited Learnerships, counted by Number of SETA learnerships and/or employment opportunities provided for SETA graduates on SANRAL projects.

Report programme title, qualification details, learner agreement, training provider, workplace host, attendance, achievement status and any subsequent employment placement.

D3012.02 Registration of Employment Opportunities

The Contractor shall ensure that all labour participation associated with the Contract is recorded for reporting purposes. The following information shall be maintained for each project:

a. project name and reference number
b. location of the works
c. project duration
d. project financial value
e. labour expenditure and total expenditure
f. number of participants engaged on the project.

This information shall be submitted to the Engineer for inclusion in SANRAL reporting systems.

D3012.03 Definition of Work Opportunity

For purposes of reporting under this Contract:

- A Work Opportunity means a day, or part of a day worked by a local unskilled or semi-skilled worker engaged on the project.
- Each work opportunity shall be recorded for reporting in SANRAL systems and supported by appropriate evidence.
- SANRAL reports on the full portfolio of projects to measure job opportunities created through labour-intensive construction activities.

D3012.04 Eligibility of Workers

Workers reported under this Contract shall comply with the following eligibility criteria:

a. Workers must be from the affected and targeted areas unskilled or semi-skilled persons recruited from communities surrounding the project area.
b. Workers may not be permanent employees of the Contractor, Consultant, or any subcontractor.
c. Workers must be between the ages of 16 and 75 years.
d. Wage rates must comply with EPWP wage thresholds and applicable labour legislation.
e. Where wage rates exceed the prescribed EPWP threshold, appropriate approvals shall be obtained from the relevant authority.

These criteria ensure compliance with EPWP reporting validation rules.

D3012.05 Wage Compliance

The Contractor shall ensure that wages paid to workers reported under EPWP labour participation comply with the following:

The minimum EPWP daily wage rate prescribed in national wage determinations any applicable sectoral determination or bargaining council agreement BCCEI, EPWP reporting limits and thresholds.

Any wage rates exceeding the maximum allowable threshold shall require appropriate approval from the relevant authority prior to reporting.

D3012.06 Portfolio of Evidence

The Contractor shall maintain a Portfolio of Evidence (POE) for all workers reported under this Contract.

The POE shall include:

a. certified copy of worker identification
b. employment contract or engagement agreement
c. attendance registers or site time sheets
d. proof of payment to workers

These records shall be available for inspection by the Engineer, SANRAL, or authorised auditors. Supporting documentation is required to ensure credible EPWP reporting and auditing.

D3012.07 Monthly Reporting

The Contractor shall submit monthly labour participation reports to the Engineer through the PIMS module in ITIS. The report shall include:

a. number of workers employed
b. work opportunities created
c. labour expenditure
d. demographic breakdown of workers where required
e. training provided to workers
f. supporting documentation for verification.

The Engineer shall ensure that the information is captured in the SANRAL reporting systems.

D3012.08 System Capture and Verification

All labour participation data shall be captured in the SANRAL reporting systems.
The Consultant or Engineer shall ensure that:

a. the Contractor submits verified data
b. the information is uploaded into SANRAL PIM systems

c. supporting documentation is retained for audit purposes.
d. Beneficiary information must be supported by identity verification, attendance records, and proof of payment prior to approval of reporting data.

D3012.09 Quarterly Verification

All reported labour participation data shall be verified by the SANRAL Project Manager on a quarterly basis prior to submission to national EPWP reporting systems.

Verification shall include confirmation of:

a. worker eligibility
b. employment records
c. wage compliance
d. supporting documentation.

Only verified data may be included in SANRAL EPWP submissions.

D3012.10 Non-compliance

Failure by the Contractor to provide accurate and verifiable employment information shall constitute non-compliance with D3000 requirements.

Where such non-compliance occurs, the Employer may require corrective action by the Contractor withhold recognition of reported participation figures apply contractual remedies or penalties in accordance with the Contract.

D3012.11 Queries Reporting Requirements

Email all ITIS queries to itisissues@nra.co.za - Shall the email change it shall be recorded in the site meeting minutes and shared with the relevant ITIS users.

D3013 MEASUREMENT AND PAYMENT

Item **Unit**

D30.02 Stakeholder and Community Liaison and Social Facilitation

(a)	Cost of liaison, social facilitation, PLC support.	Provisional Sum
(b)	Handling cost and profit in respect of subitem D30.02(a).	Percentage (%)

The provisional sum for item D30.02(a) with reference in the Standard RRM Specification is M020.04:

(a) shall cover the direct reimbursement costs by attending members of the PLC. The rate of compensation shall be fair and agreed by the Engineer in accordance with clause 13.5 of the FIDIC Conditions of Contract. The reimbursement amount shall be as per D3004.04 (c). Reimbursement of PLC Members

(b) The tendered percentage for subitem D30.02(b) shall include full compensation for all handling costs and profit of the Contractor associated with subitem D30.02(a).

The liaison with, and assistance provided by the Contractor to the PLC to perform its duties shall not be paid from the prime cost sum. The Contractor's costs to liaise with the PLC and render such assistance shall be deemed to have been included in its rate offered for pay subitem C1.3.1.3, Contractor's Establishment on Site and General Obligations: Time Related Obligations.

Item **Unit**

D30.03 Tender Process for Targeted Enterprises

(a)	Contractor's charge for the management and execution of the Targeted Enterprise procurement process:		
	(i)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise Subcontractors of CIDB 1 and 2 contractor grading.	Number (No)
	(ii)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise Subcontractors of CIDB 3 and 4 contractor grading.	Number (No)
	(iii)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise Subcontractors of CIDB 5 and higher contractor grading.	Number (No)
	(iv)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise suppliers.	Number (No)
(b)	Targeted Enterprise Procurement Coordinator		Person-Month

The provisional sum for item D30.03(a) with reference in the Standard RRM Specification is M030.05:

The unit of measurement for item D30.03(a)/ M030.05(a) shall be the number of individual subcontract agreements concluded with Targeted Enterprise Subcontractors and suppliers in accordance with the procurement process described in this Section D of the Specifications.

The tendered monthly rate for subitem D30.03(a) shall include full compensation for the provision of the relevant personnel on a full-time basis to carry out the requirements in terms of subitem D30.03(a) and the full contents of this Section D of the Specifications.

Each tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process in the relevant CIDB contractor grading designation scheduled, including for the appointment of a TE Procurement Coordinator, the pre-tender training of eligible Targeted Enterprises, the compilation, printing, binding and issue of the tender documents for each tender, for the advertising of each tender, for the provision of the venue and the conducting of each compulsory briefing session for tenderers, for the conducting of each tender opening process, for the adjudication of the tenders received for each tender, for the preparation of each tender adjudication report and the review thereof in conjunction with the Employer, Engineer and the PLC, for the award of each tender and for the conclusion of the subcontract agreement with each successful Targeted Enterprise tenderer, and any other relevant requirement described in this Section D of the Specifications. The costs of the Targeted Enterprise Procurement Coordinator shall be excluded from this rate and measured separately under subitem D30.03(b) / M030.05(b).

The tendered rate for subitem D30.03(b) / M030.05(b) shall be per person-month and shall include full compensation for the provision of the Targeted Enterprise Procurement Coordinator, including all remuneration, overheads, administrative costs and other costs necessary for the TEPC to perform the duties and responsibilities prescribed in this Section D of the Specifications. Payment shall be made for each month, or part thereof on a pro-rata basis, during which the approved Targeted Enterprise Procurement Coordinator performs the required services.

Item **Unit**

D30.04 Responsibilities of the Contractor towards Targeted Enterprises

(a)	Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring, and supervision of Targeted Enterprises.	Month
(b)	Targeted Group Development Co-oridnator	Person-Month

Item D30.04 references Specification M030.06 in the Standard RRM Specification as amended.

The tendered monthly rate for subitem D30.04(a)/M030.06 shall include full compensation for the registration of all the subcontract agreements and the management of all the Targeted Enterprise subcontracts, including for the provision of the necessary management, support, coaching, guidance, mentoring and supervision of the Targeted Enterprise Subcontractors. The tendered amount shall also include the cost of the provision of a dedicate site office for the sole use of the subcontractors, common camp facilities, medical, security, safety, electricity, water, sewage services, waste disposal and all other camp services

The tendered monthly rate for subitems M030.06/D30.04(b) shall include full compensation for the provision of the relevant personnel on a full-time basis to carry out the requirements in terms of subitem M030.06/D30.04(a) and the full contents of this Section D of the Specifications.

The unit of measurement for the Targeted Group Development Coordinator shall be the person-month, measured for each month or part thereof during which the approved TGDC provides the required services. TGDC Person-month: One month of services provided by one approved Targeted Group Development Coordinator in accordance with the requirements of this Part D.

Item **Unit**

D30.05 Construction Works by Targeted Enterprises

(a)	Payments for and works associated with the construction works executed by Targeted Enterprise Subcontractors of all applicable CIDB grading designations appointed in accordance with Part D of the Specifications.	Prime Cost (PC) Sum
(b)	Contractors Handling costs and profit in respect of payment associated with subitem D30.05(a) / M0920.02 (a)	Percentage (%)
(c)	Establishment on site and Preliminary and General Obligations for Targeted Enterprise Subcontractors appointed in accordance with Part D of the Specifications and under M920.01 of the RRM Specifications.	Provisional Sum

Item D30.05 shall be read in conjunction with Items M0920.01 and M0920.02 of the Standard RRM Specification, as amended by this Part D.

Expenditure under subitems D30.05 (a) / M0920.02 (a) shall be in accordance with clause 13.5 of the FIDIC Conditions of Contract / applicable provisions governing Prime Cost and Provisional Sums under the conditions of contract.

The prime cost sum for subitem D30.05 (a) / M920.02(a) is provided to cover the cost of the construction works carried out by the Targeted Enterprise subcontractors of all CDIDB contractor grading designation and shall be certified by the Engineer, in separate payments for each Targeted Enterprise in accordance with Part D.

The tendered percentage for subitem D30.05 (b) / M0920.02 (b) is the percentage of the amount spent under subitem D30.05 (a) / M0920.02 (a) and shall include full compensation for the Contractor’s handling costs, profit or any other costs associated with the work conducted by the Targeted Enterprise Subcontractors, which are not provided for in other pay-items.

For purposes of this item, the market-related rate shall be determined from a documented rate build-up comprising the applicable labour, plant and material costs, together with reasonable allowances for overheads and profit, where applicable, to establish a comparable rate for the relevant work item. For auditability, the rate build-up shall be based on verifiable labour, plant and material inputs and shall be reviewed and approved by the Engineer for all applicable items within the relevant works package before award of the Targeted Enterprise tender.

The Establishment on site and general obligations of subcontracts will be capped at 15% of their tendered amount consisting of items M030.01, M030.02 and M030.03. These items will further have individual upper limits of:

- M030.01 - 3.75% of tender amount
- M030.02 - 7.50% of tender amount
- M030.03 - 3.75% of tender amount

The provisional sum under pay item D30.05 (c)/ M920.01(a) shall be paid in accordance with the provisions of sub-clause 13.5 of the FIDIC Conditions of Contract. The provisional sum shall cover the costs for payment of up to a 15% P&G allowance as tendered in the sub contract to Targeted Enterprise subcontractors. The P&G allowance to the subcontractors includes all costs incurred by the subcontractor to make allowance for his Occupational Health and Safety responsibilities relating the Contract.

Item **Unit**

D30.06 Training, coaching, guidance, mentoring and capacity building

The Prime Cost sum for item D30.06(a) with reference in the Standard RRM Specification is M020.06 and Prime Cost sum for item D30.06(b) with reference in the Standard RRM Specification is M060.01.

Tables D30.06(a) and D30.06(b) schedule the payment items applicable to approved accredited training and workplace-based learning under Section D3010.

Table D30.06(a) applies to the CIDB-aligned Skills Development Methods. Table D30.06(b) applies to additional generic skills and community training required by the Employer. Training under Table D30.06(b) shall contribute towards the CSDG only where it meets an eligible CIDB Skills Development Method.

Item **Unit**

Table D30.06 a): Training, coaching, guidance, mentoring, and capacity building

(a)	Method 1 - Part or full occupational Accredited qualification training (Short course and learnerships).		
	(i)	CIDB Prescribed Stipend for unemployed learners and additional costs	Prime Cost (PC) Sum
	(ii)	Handling costs and profit in respect of payment associated with subitem D30.06(a)(i).	Percentage (%)
(b)	Method 2 - Artisan or apprenticeship training, including TVET graduates		
	(i)	CIDB Prescribed Stipend for unemployed learners and additional costs.	Prime Cost (PC) Sum
	(ii)	Handling costs and profit in respect of payment associated with subitem D30.06(b)(i).	Percentage (%)
(c)	Method 3 - P1/P2 Work-integrated learning (WIL) or N4–N6 workplace experience including learners with a 240 credits qualification.		
	(i)	Stipend for unemployed learners.	Prime Cost (PC) Sum
	(ii)	Handling costs and profit in respect of payment associated with subitem D30.06(c)(i).	Percentage (%)
	(iii)	Mentorship and other additional costs.	Learner Month
	(iv)	Travel and Accommodation	Prime Cost (PC) Sum
	(v)	Handling costs and profit in respect of payment associated with subitem D30.06(c)(iv).	Percentage (%)
(d)	Method 4 – Professional Body Candidates with 360 credits or more qualifications, eligible for candidate professional registration.		
	(i)	Stipend/wages for unemployed learners	Prime Cost (PC) Sum
	(ii)	Handling costs and profit in respect of payment associated with subitem D30.06(d)(i).	Percentage (%)
	(iii)	Mentorship and other additional costs.	Learner Month
	(iv)	Travel and Accommodation	Prime Cost (PC) Sum
	(v)	Handling costs and profit in respect of payment associated with subitem D30.06(c)(iv).	Percentage (%)

Table D30.06 b): Employer required Generic skills and Community skills trainings

(e)	Generic skills training according to Method 1 - Part or full occupational Accredited qualification training (Short course and learnerships).		
	(i)	Stipend/wages for unemployed learners.	Prime Cost (PC) Sum
	(ii)	Accredited Generic Skills Training	Provisional Sum
	(iii)	Handling costs and profit in respect of payment associated with subitem D30.06(e)(i) and (e)(ii)	Percentage (%)
	(iv)	Mentorship and other costs.	Learner Month
	(v)	Other costs during training	Provisional Sum (Prov)
	(vi)	Training venue	Lump Sum
(f)	Community training according to Method 1 - Part or full occupational Accredited qualification training (Short course and learnerships).		
	(i)	Stipend/wages for unemployed learners.	Prime Cost (PC) Sum
	(ii)	Accredited Community Skills Training	Provisional Sum
	(iii)	Handling costs and profit in respect of payment associated with subitem D30.06(f)(i) and (f)(ii)	Percentage (%)
	(iv)	Mentorship and other costs.	Learner Month
	(v)	Other costs during training	Provisional Sum (Prov)
	(vi)	Training venue	Lump Sum

Item D30.06 references Specification under M020.06 and M060.01 in the Standard RRM Specification as amended.

Not more than one Skills Development Method shall be applied to any Learner or Candidate concurrently for calculating or reporting achievement of the CSDG. A Learner or Candidate may generate payment under separate cost components within the same approved Method, provided that each component represents a distinct, eligible and verified cost.

No cost, learner-month, training activity or CSDG contribution shall be measured, paid or credited more than once. No amount shall be payable where the same cost is included in an all-inclusive rate, another pay item, a Prime Cost Sum or another funded or subsidised programme.

Payment provisions

Payment under Item D30.06 shall be limited to the approved Skills Development Methods, number of beneficiaries, placement periods and costs contained in the accepted TSDP and Baseline Training Plan.

A Learner-Month means one calendar month during which an approved Learner or Candidate was actively placed on work directly related to the Contract and received the structured workplace learning, supervision or mentorship required by the applicable Method.

Payment for a Learner-Month shall be certified only where the Contractor has submitted, as applicable:

a) proof of the beneficiary's registration with the CIDB and the relevant SETA, QCTO, educational institution or professional body;
b) an approved workplace training plan;

c) an employment or placement agreement;
d) monthly verified attendance records or timesheets;
e) proof of payment of the prescribed stipend to an unemployed beneficiary;
f) monthly activity records and an updated portfolio of evidence;
g) supervisor and mentor logs, where applicable;
h) quarterly progress reports signed by the Learner or Candidate, Supervisor and Mentor;
i) evidence that the work and learning activities are directly related to the Contract; and
j) In the ITEM and TGDC monthly report and close out response of quarterly ITEM Vertical Assessment Audit report findings within good response time from the audit report submission, that a declaration that the beneficiary and associated costs have not been claimed under another Method, contract, pay item or funded or subsidised programme.

The first instalment, 75% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue as specified.
The second and final instalment, 25% of the lump sum, shall be paid after the provision of all the accredited training as specified in the document.

No payment, nor pro rata payment, shall be made for trainees that, once selected, do not attend or only partially complete structured training courses. The Contractor's own staff may attend the courses provided. However, such attendants from the Contractor's staff shall not be considered for measurement and payment purposes unless they also qualify as Targeted Labour.

No separate payment shall be made for formal mentorship or supervision under Methods 1 and 2. The Contractor shall provide the competent mentor or artisan supervisor required by the applicable training programme and the CIDB Standard, and all associated costs shall be deemed included in the applicable training rates and additional-cost provision.

The mentorship provision is not a stipend payable to the mentor or learner but a notional monthly allowance toward the cost of providing verified mentorship. Learner stipends shall be paid separately to qualifying unemployed learners.

Amounts not supported at the time of assessment shall be withheld from certification until the required evidence has been provided. Where the evidence cannot subsequently be provided, the amount shall be permanently disallowed, and the corresponding value shall not count toward achievement of the CSDG.

The Contractor shall maintain a beneficiary and payment register containing each beneficiary's identity number, CIDB registration, approved Method, placement dates, funding source and all amounts previously certified. The Engineer shall verify this register before certifying payment or CSDG achievement.

Any expense included in a Learner-Month rate shall not be paid separately under a Prime Cost Sum or another pay item. Travel and accommodation separately paid under Items D30.06(c)(iv) or D30.06(d)(iv) shall be excluded from the corresponding mentorship and additional-cost rates.

Prime Cost Sums under D30.06 shall be paid under FIDIC Subclause 13.5 and shall cover approved stipends for unemployed Learners. Employed Learners shall not receive stipends.

The percentages under D30.06.a) (a)(ii), (b)(ii), (c)(ii) (d)(ii) and D30.06.b) (e)(iii) to (f)(iii) shall cover the Contractor's costs of administering the corresponding stipend payments and for Table D30.06 (e)(ii) Accredited Generic Skills Training and (f)(ii) Accredited Community Skills Training. The rates tendered shall cover all costs required to organise the accredited training and shall include the Contractor's handling cost, profit, record keeping, reporting and all other costs associated with the training.

Table D30.06 c): Notional cost of providing training opportunities per month.

Method	Category	Stipend	Mentorship	Additional costs	Unemployed total	Employed total
Method 1	Occupational qualification	R5 000	N/A	R3 000	R8 000	R3 000
Method 2	TVET graduate	R7 000	N/A	R3 000	R10 000	N/A
Method 2	Apprenticeship	R7 000	N/A	R4 000	R11 000	R4 000
Method 3	P1/P2 or 240-credit qualification	R9 000	R7 000	R2 000	R18 000	N/A
Method 4	360-credit qualification	R13 000	R7 000	R2 000	R22 000	R7 000
Method 4	480-credit or higher qualification	R16 000	R7 000	R2 000	R25 000	R7 000

* Calculation notes: For civil engineering works, CSDG = St × 0.25%. Use the applicable monthly notional cost to plan and report verified learner-months. Do not use contract-value bands to prescribe learner numbers.

Learner-Month rates under D30.06.a) (a)(iii), (b)(iii), (c)(iii) (d)(iii) and D30.06.b) (e)(iv) to (f)(iv) shall cover all approved training, mentorship, materials, facilities, administration and reporting costs. No additional mark-up shall apply. Payment shall be based on verified attendance, progress and supporting records. No duplicate or pro rata payment shall be made.

Travel and accommodation under Table D30.06.a) (c)(iv) and under Table D30.06.b) (d)(iv), including the associated handling percentages, shall be paid in accordance with the Employer's applicable policy.

The provisional sum under pay items under Table D30.06.b). (e)(v) and (f)(v) shall be paid in accordance with the provisions of subclause 13.5 of the FIDIC Conditions of Contract. The provisional sum shall cover the Contractor's costs for payment of stipend of employed trainees attending training courses during working hours, for the provision of meals to trainees, for provision of transport and for all other incidentals required for the trainees and approved by the Engineer. No mark-up is payable to the Contractor under this item.

The unit of measurement for pay item D30.06.b). (e)(vi) and (f)(vi), shall be the lump sum. The sum tendered shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and all other costs necessary to maintain the venue for the duration of the contract.

Item **Unit**

D30.07 Utilisation of updated Part D during contract implementation

(a)	(i)	Payments associated with the utilisation, as part of contract amended, of Part D during contract implementation.	Provisional Sum

Item D30.07 references Specification under M930.01 in the Standard RRM Specification as amended.
Item D30.07(a)(i) references Specification under M930.01(a) in the Standard RRM Specification as amended.

A later approved D3000 revision shall apply only if incorporated through the applicable contractual process. The Employer reserves the right to update the Part D of the contract to the latest version of the D3000 at any time during the contract period.

The Employer's instruction shall state the revision, affected clauses, effective date and any transitional requirements. Item D30.07 shall cover only proven additional costs directly arising from that instruction. No payment shall be made unless the cost is substantiated by the Contractor, reviewed by the Engineer, accepted by the Employer and certified under the Contract.

No automatic entitlement, mark-up, profit or handling fee shall apply unless expressly stated in the Pricing Schedule. No mark-up, profit, handling fee or additional percentage shall be payable under this item unless expressly stated in the Pricing Schedule.

ANNEXURES TO CONTRACT DOCUMENT

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Note to tenderer:
The Annexures will include completed returnable schedules and correspondence which form part of the contract.

ANNEXURE 1: COPIES OF ALL ADDENDA ISSUED

ANNEXURE 2: FORM A11 (SBD4) – BIDDERS DISCLOSURE

ANNEXURE 3: FORM A24 – CERTIFICATE OF SINGLE TENDER SUBMISSION

ANNEXURE 4: FORM A16 (SBD8) – DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

ANNEXURE 5: FORM A7 – REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

ANNEXURE 6: FORM A26 (SBD6.2) – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

ANNEXURE 7: FORM A27 – LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)

ANNEXURE 8: FORM A9 (SBD2) – CERTIFICATE OF TAX COMPLIANCE STATUS

ANNEXURE 9: FORM A18 – CERTIFICATE OF INSURANCE COVER

ANNEXURE 10: FORM A22 – REGISTRATION WITH CIDB

ANNEXURE 11: FORM A12 (SBD6.1) – TENDERER'S B-BBEE VERIFICATION CERTIFICATE

ANNEXURE 12: FORM SBD1 – INVITATION TO BID

ANNEXURE 13: FORM B7 – SCHEDULE OF SPECIAL MATERIALS

ANNEXURE 14: FORM B4 – KEY PERSONNEL EXPERIENCE – CONTRACTS MANAGER

ANNEXURE 16: FORM B2– SCHEDULE OF CONTRACTOR'S EQUIPMENT

ANNEXURE 17: FORM B5 – PROPOSED SUBCONTRACTORS

ANNEXURE 18: FORM 28– REGISTERED PERSON WITHIN THE COMPANY

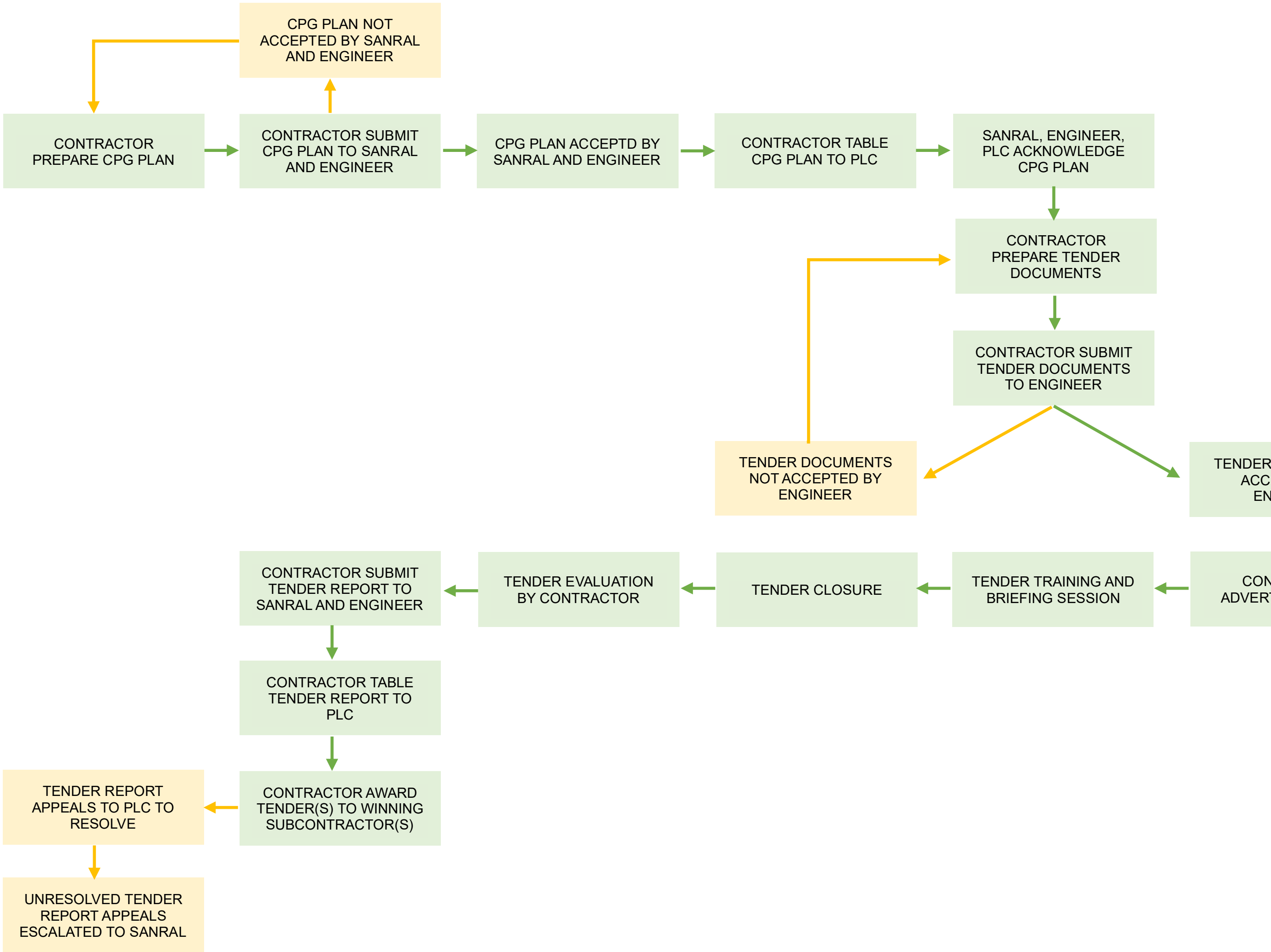
ANNEXURE 19: FORM A19 - TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS

ANNEXURE 20: LETTER OF ACCEPTANCE BY SANRAL

ANNEXURE 21: LETTER OF ACKNOWLEDGEMENT BY CONTRACTOR

ANNEXURE 22: PART D RELEVANT ANNEXURES

ANNEXURE X1 - CONTRACT PARTICIPATION GOAL (CPG) PLAN FORMAT



(Note to compiler: Contractor Logo and details)

Contract Participation Goal Plan

SANRAL CONTRACT SANRAL: *(Note* to compiler: *Insert contract no:)*

CONTRACT NAME: *(Note* to compiler: *Insert contract name)*

SANRAL
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD
Reg.No.1998/009584/30
BUILDING SOUTH AFRICA THROUGH BETTER ROADS

THIS DOCUMENT COMPILED BY:

DATE:

VERSION

1. INTRODUCTION

Xxx (insert details)
Xxx
Xxx

2. OBJECTIVE

Xxx (insert details)
Xxx
Xxx

3. TARGETED ENTERPRISES

3.1. List of Work Packages for Targeted Enterprises

3.2. List of Work Packages for Main Contractor

Table 1: CPG Expenditure Breakdown

Project Number				
Project Name				
Target Groups	**Final Contract Value**		**R**	
	Min (TE) CPG Target		**%**	
	Min (TE) CPG Target Amount		**R**	
Description of CPG Category	**CPG Target as per Contract**		**CPP Planned Achievement**	
	Min. Target xx% as per Contract	**Target Amount**	**Min. Allocated % as per Market Analyses**	**Expected Amount**
Targeted Labour (TL)	**Min. xx% of Final Contract Value**	**R**	**%**	**R**
Youth				
Women				
Disabled				
Other				
Targeted Enterprises (TEs)	**Min. xx% of Final Contract Value**	**R**	**%**	**R**
Youth				
Women				
Military Veterans				
Disabled				
CIDB 1 and 2				
CIDB 3 and 4				
Other				

3.3. Breakdown of Work Packages

The table below describes the work package breakdown with reference to Target Groups and Functionality:

Table 1: Breakdown of Work Packages

Project Number	
Project Name	
Contract Price	
CPG Target %	
CPG Target Value	

No.	**Type of Work Package**	**EME or QSE**	**TE Amount**	**% of CPG Value**	**Proposed CIDB Grading**	**Tender Value Limit**	**Proposed No. of Work Packages**	**Proposed TE Target Group Amount**					**CIDB Expenditure**		
								Black Youth	**Black Woman**	**Black Military Veterans**	**Black Disabled**	**Other**	**Black 1 & 2 CE**	**Black 3 & 4 CE**	**Comment**
TE Subcontractors															
1															
2															
3															
TE Suppliers and Service Providers															
4															
5															
6															
TE Subcontractor Subtotal															

TE Supplier/Service Provider Subtotal													
Provisional Total													
Provisional %													
Target Amount													
Target %													

3.4. Schedule of works and CPG Expenditure Plan

3.4.1. Schedule of work (Insert Programme)

3.4.2. CPG Expenditure Plan

Table 3: Example: CPG Expenditure Plan

Planned CPG Expenditure					
Final Contract Value	R 100 000 000				
CPG (TE) Value	R 30 000 000				
Timeline	**2026/2027**	**2027/2028**	**2028/2029**	**2029/2030**	**Total**
Project Expenditure	R 20 000 000	R 30 000 000	R 30 000 000	R 20 000 000	R 100 000 000
Work Packages (CPG %) Expenditure	R 6 000 000	R 9 000 000	R 9 000 000	R 6 000 000	R 30 000 000
Cumulative % Spend	20%	50%	80%	100%	100%
Cumulative Amount Spend	R 6 000 000	R 6 000 000	R 6 000 000	R 6 000 000	R 6 000 000
Package 1	R 2 000 000				
Package 2	R 2 000 000				
Package 3	R 2 000 000				
Total	**R 6 000 000**	R	R	R	R

3.5. Targeted Enterprises Procurement Program

Table 4: Example: Targeted Enterprise Procurement Program

Item	**Activity Name**	**Duration (Days)**	**Start**	**Finish**

3.6. Procedures for Targeted Enterprises Subcontracting (*As Per Section D3000 of the Specifications*)

3.6.1. Tender Preparation

Compilation of TE Work Packages
Establishment of a Help Desk
Market Analysis and Resources and Skills Audit
Compilation of Tender Documents

3.6.2. Tender Process

Advertising of Works Packages
Tender Briefing Sessions
Minimum Tender Submission Documents
Tender Closure and Opening of Tenders

3.6.3. Tender Evaluation

Eligibility
Functionality
Price and Preference
Compliance Check

3.6.4. Appointment of Successful Targeted Enterprise

Price and Rates Discussion
Subcontract Agreement

4. TARGETED LABOUR

a) Appointment of Targeted Labour

5. TRAINING DEVELOPMENT AND IMPLEMENTATION PLAN

General Overview
Purpose of the Training Interventions
Proposed Training for Targeted Enterprises and Targeted Labour

The table below depicts the proposed training for the Targeted Enterprises.

Table 5: Proposed Targeted Enterprise Training

Training Summary							
No.	**Course Content**	**Facilitator or Mentor**	**No. of Participants**	**Duration of the Course**	**Training Type**	**Start Date**	**Comments**
1							
2							
3							
4							
5							
Etc.							

The table below depicts the proposed training for the Targeted Labour.

Table 6: Proposed Targeted Labour Training

Training Summary							
No.	**Course Content**	**Facilitator or Mentor**	**No. of Participants**	**Duration of the Course**	**Training Type**	**Start Date**	**Comments**
1							
2							
3							
4							
5							
Etc.							

TRAINING METHODOLOGY
b) SELECTION OF PARTICIPANTS
c) TARGETED PARTICIPANTS
d) TRAINING MATERIALS
e) TRAINING TIMES
f) TRAINING IMPLEMENTATION PLAN
g) SUPPORTING DOCUMENTS

ANNEXURE X2 - PROJECT LIAISON COMMITTEE AND PROJECT LIAISON OFFICER FORMS

FORM A1: PROJECT LIAISON COMMITTEE – MEMBER NOMINATION FORM

Notes to Nominators and Nominees:

i) General Principles of Membership:
   i) Membership is open to any person residing within the boundaries of the Project Area and that are duly nominated by their constituency.
   ii) Persons nominated as co-opted members do not necessarily have to reside within the boundaries of the Project Area (see explanation in c) below).
   iii) The nomination process will be conducted in consultation with the Local Municipalities within the Project Area.

j) Nominations for Membership
   i) Nominators will submit this prescribed nomination form and include the following information:
      a. Name of the nominee,
      b. Name of the proposer and five (5) seconders,
      c. Residential address of the nominee,
      d. Constituency whom the nominee will represent, and
      e. Acceptance of nomination by the nominee.

k) Co-opted Members

   i) Co-opted members are members that the PLC chooses to add in addition to PLC members selected through the representative nomination process.
   ii) Co-opted members may include a PLC member from the RRM PLC within the Project Area, and specialists such as environmental specialists, etc.
   iii) Councillors will also form part of the co-opted members and will not have voting rights.
   iv) Co-opted members will have limited participation rights in PLC meetings, will not have voting rights and will not receive any reimbursement for participating in the PLC meeting.

l) Remuneration of Government Officials
   i) Government officials shall not receive any reimbursement for participating in the PLC meetings.

m) Duration of Membership
   i) The duration of a nominee's membership of the PLC will depend on the duration of the project or the duration of the PLC, whichever occurs first.
   ii) A nominee's membership will end with immediate effect in terms of the Rules of Engagement for PLC members.

1. Details of individual or organisation making the nomination:

I, ……………………………………………, representing ………………………………………………… hereby nominate ………………………………………………………………………………………….

to be a member of the PLC for Project ………………………………………………………………….

……

……

Signature ………………………………………………………….. Date ……………………………….

2. Details of the seconders (individuals supporting the nomination):

	Name	Surname	Organisation	Signature
1				
2				
3				
4				
5				

3. Details of the individual accepting the nomination (nominee):

Name and Surname	
Organisation	
Residential Address	
Ward Number	
Municipality	

I, ……………………………………………, I.D. number ………………………………………………… hereby accept the nomination to be a member of the PLC for Project ………………………………….

……
……

I further accept to be bound by the rules, responsibilities and duties prescribed for the Project Liaison Committee Members and the Project Liaison Officers and will always act in good faith.

Signature ………………………………………………………………. Date ………………………………..

Witnesses:

Name and Surname ……………………………………………….. Signature …………………………..

Name and Surname ……………………………………………….. Signature …………………………..

FORM A2: PROJECT LIAISON COMMITTEE – RULES, RESPONSIBILITIES AND DUTIES (Derived from D3004.03)

The PLC is the official communication channel through which SANRAL, the Engineer, Contractor and project Stakeholders and affected Communities communicates on project matters. This platform is also used to communicate the impact that the project has or may have on project Stakeholders and the affected Communities. This Form describes the general processes pertaining to the PLC, as well as its role and responsibilities.

a) Establishment of the PLC

The PLC will be established prior to commencement of the Contract or as soon as possible by SANRAL. The PLC consists of SANRAL, the Engineer, Contractor and representatives of project Stakeholders and affected Communities. To ensure that all relevant Stakeholders are represented in the PLC, SANRAL did, or will, consult with the Executive Mayor's office, as well as with the LED Department of the Local Municipalities in the Project Area

Stakeholder representation on the PLC is project and project Area specific and may, amongst others, include:

a) Relevant provincial departments.
b) Relevant District and Local Municipal departments.
c) Traditional leadership representation.
d) Organised forums representing community interest groups.
e) Organised forums representing the youth, woman, and people with disabilities.
f) other structured community groups such as religion, education, farming, etc.
g) Organised forums representing the business sector.
h) Organised forums representing the transport sector.
i) Organised forums representing road users and road safety interest groups.
j) Organised forums representing environmental interest groups.
k) Any other relevant stakeholder forum or organisation recognised by the Employer and the District and/or Local Municipality.

Every forum/organisation/constituency may have one (1) representative on the PLC, which representation will be confirmed by a duly signed nomination form.

It should be noted that the PLC is not a political platform. While political office bearers may be invited to some PLC meetings, they may not be PLC members and hence, will not have voting rights when attending a PLC meeting.

b) Reimbursement of PLC Members

PLC membership is voluntary, and PLC members will not be remunerated for any time spent in PLC meetings or work done outside of PLC meetings, which are associated with representing their constituencies on the PLC.

In establishing a reimbursement amount for PLC members, the factors listed below are considered for the proposed amount of R1200 per seating per PLC member in a PLC meeting:

i) Transportation costs.
ii) Sustenance (if not provided during meetings).
iii) Type, size, and technical complexity of the project.
iv) Facilitation of performance milestones.

PLC members will be reimbursed monthly, and the reimbursable amount may be revised bi-annually should the actual costs incurred by PLC members change during the project.

The PLC reimbursement amount will be increased annually, or twelve (12) months after the last bi-annual adjustment, based on the CPI figure contained in Table B2 of Statistical Release P0141 by StatsSA (base date July 2025).

c) Induction of the PLC

SANRAL will conduct an induction meeting with the PLC to acquaint PLC members with the following information:

a) SANRAL's Horizon 2030 Strategy.
b) SANRAL's Principles for Project Liaison.
c) The role and responsibilities of PLC members.
d) SANRAL's Transformation Policy.
e) How the Transformation Policy impacts on SMMEs.
f) Relevant details of the Contract, e.g.
   i) Start and end dates
   ii) Important milestones
   iii) CPG targets
   iv) Envisaged Targeted Enterprise packages
   v) Envisaged work for other SMMEs (non-CPG).

d) Rules of Engagement for the PLC

In the execution of their duties, members of the PLC shall adhere to the undertakings listed below and the Contractor shall inform the Engineer of any transgression of these undertakings.

a) General Matters and Membership

   i) A PLC member may not be a politically elected representative, and political party representation will not be allowed in the PLC.

ii) Ward Councillors may interact with the PLC through the Mayor's Office and the PLC Chairperson (the Employer).
iii) If required, and in consultation with SANRAL, a Political Steering Committee (PSC) may be established to address political matters.

b) Term of Office for the PLC

i) The duration of PLC members' participating in the PLC (term of office) shall depend on the duration of the project.
ii) If SANRAL finds the performance of a PLC member to be below expectation or their conduct to be unacceptable, the affected member will be discharged from their obligations and the constituency whom they represented will be requested to nominate a replacement member.

c) Targeted Enterprises and Targeted Labour

PLC members shall:

i) ensure that they, or companies in which they hold equity, do not tender for any work or on any subcontract that are issued for this Contract. Should a PLC member, or a company in which he/she holds equity, tender for such work or subcontract, it will be treated as a conflict of interest and the person shall cease to be a PLC member for this Contract, and the tender proposal submitted will not be evaluated.
ii) not have private or business interests in any of the subcontract tenders tabled to the PLC or considered in this Contract.
iii) shall recuse themselves from discussions that deal with a subcontract tender if any other member is of the opinion that a member's participation in deliberations, which is rightly or wrongly construe as improper or irregular, may lead to the award of a subcontract to a tenderer known to the member.
iv) during the tender and tender evaluation processes, neither deliberately favoured nor prejudiced a person or tenderer, as intended, or contemplated in treasury Regulation 16, A8.3 (a), (b) & (c).
v) ensure that no conflict of interest arises from members' involvement in the PLC and potential involvement in targeted labour recruitment and/or targeted enterprises procurement and/or any other manufacturer/supplier/Subcontractor/service provider procurement or involvement in the contract.

d) Confidentiality

i) PLC members shall accept that all information, documentation, and discussions regarding any matter serving before the PLC are confidential and undertake not to communicate this information outside of the PLC meeting.
ii) Decisions of PLC meetings may not be disseminated to any party other than the constituency whom they are representing.
iii) Information for public dissemination shall be clearly documented in the minutes of the meeting of the PLC to ensure that sensitive information is disseminated to the correct audience.

e) Removal from Office

i) PLC members who violate the provisions of these Rules of Engagement for PLCs will be removed from their role as a PLC member at the sole discretion of SANRAL.
ii) SANRAL reserves the right to recover any costs from PLC members whose actions can be regarded as detrimental to SANRAL or to the execution of the project.

iii) SANRAL also reserves the right to recommend criminal prosecution if the offence warrants such action.

iv) SANRAL reserves the right to dissolve the entire PLC should it believes that such an action is in its best interest, or that of the project. SANRAL will not be obliged to reconstitute the PLC if such a dissolution occurs.

e) Responsibilities and Duties of the PLC

The PLC will execute specific duties during the design and construction phases of the project.

Some of the PLC's duties during the design and construction stages overlap and hence, for completeness, a description of the PLC's duties in both project stages is provided here.

The PLC will execute the following duties:

a) Project Design Stage

i) Meet as often as required to provide input to the project's design stage matters which are of interest or concern to the parties to the PLC.

ii) Peruse the Project Liaison Committee rules, responsibilities and duties outlined in this Form and agree on the rules, responsibilities, and duties of, and procedures to be followed by, the PLC to fulfil its duties.
Note: The principles outlined in this Form shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PLC.

iii) Act in accordance with the agreed terms of reference for the PLC.

iv) Inform the Employer's Project Manager of any training that PLC members require to execute their duties.

v) Provide input to the Engineer in sourcing suitable candidates, based on SANRAL's qualifying criteria, for the position of PLO.

vi) Observe that the qualifying criteria and procedures applied by the Engineer to select and employ the PLO were executed in a fair and transparent manner and were within the prescripts of the relevant labour legislation and regulations.

vii) Provide input to the Engineer in identifying the project's Target and Project Area(s) from which Targeted Labour and Targeted Enterprises could be employed and subcontracted, respectively.

viii) Provide input to the Engineer in identifying the project's Target Groups for inclusion in the Tender Documents.

b) Project Construction Stage

i) Meet formally prior to SANRAL's monthly site meeting, or as may be required, to discuss and resolve project matters which are of interest or concern to the parties to the PLC.

ii) Provide input to the Contractor in establishing the selection criteria and process to employ Targeted Labour

iii) Provide input to the Contractor in identifying the eligibility, functionality, preference, and compliance criteria to select and subcontract Targeted Enterprises.

iv) Provide input to the Databases compiled by the PLO and the Contractor from which Targeted Labour will be selected and employed and Targeted Enterprises will be subcontracted, respectively.

v) Observe that the criteria and methodologies applied by the Contractor to select and employ Targeted Labour and subcontract Targeted Enterprises are executed in a fair and transparent manner and are within Government legislation and regulations and SANRAL's Policies.

vi) Observe that the conditions of employment and the conditions of subcontracting, in the employment of Targeted Labour and subcontracting of Targeted Enterprises are applied in a fair and transparent manner and according to SANRAL's employment and subcontracting requirements.

vii) Provide input to the Contractor on the training needs, eligibility criteria and selection criteria for the provision of training to Targeted Labour, Targeted Enterprises, Target Groups, project Stakeholders and the affected Communities.

viii) Observe that training and skills development programmes, which the Contractor committed to, are implemented, and executed as approved and intended.

ix) Inform the constituency whom they represent of any project matters which the respective party to the PLC wishes to communicate with each other.

x) Inform the constituencies whom they represent of any project matters that are impacting or may impact, either positively or negatively, on the respective parties to the PLC.

xi) Inform the SANRAL, the Engineer and Contractor of any road safety concerns within the Project Area(s) and provide input on possible mitigating measures and/or road safety programs that will be most suitable for acceptance by the affected Communities to promote road safety.

xii) Agree on a dispute resolution mechanism to resolve any disputes that may arise between the parties to the PLC.

xiii) Assist parties to the PLC to liaise with their respective constituencies to resolve any disputes amongst the parties which may occur due to the project.

1. PLC Meetings

a) Frequency

i) Meetings will be conducted at least once every three (3) months or as required by the parties to the PLC based on the urgency of project matters.

ii)

b) Notice of meetings

i) The notice of the PLC meeting shall be given at least seven (7) calendar days or earlier prior to the meeting date.

ii) Where meetings have been diarised over a period by the PLC, it shall be the duty of each PLC member to ensure his/her attendance on the set dates.

iii) Where a PLC member has been absent from a meeting, he/she bears the onus of acquiring the date and venue of the next meeting.

c) Venue

i) The venue for PLC meetings shall be the project site office or any other venue agreed to by the members of the PLC and approved by SANRAL.

ii) During the Covid 19 lockdown, or any other lockdown as announced by government, the meetings shall be held on an online platform such as WhatsApp, Teams, Zoom or similar.

d) Agenda

i) An agenda shall be made available or displayed to PLC members at the commencement of such meetings or the minutes of the previous meeting will serve as the agenda of such meetings.
ii) The agenda shall not be amended without prior approval from SANRAL.

e) Chairperson

i) PLC meetings shall be chaired by SANRAL which will typically be the SANRAL's Project Manager, or a SANRAL staff member with decision--making delegation.
ii) The Chairperson shall:
  a. chair all meetings of the PLC,
  b. co-ordinate all the activities of the PLC with the assistance of the PLO,
  c. monitor that PLC members are fulfilling their tasks as assigned by the PLC,
  d. see to the execution of decisions taken by the PLC,
  e. ensure, with the assistance of the Engineer, the validity of members' claims for reimbursement,
  f. monitor that all activities of the PLC comply with current laws, regulations, and SANRAL policies, and
  g. be a co-signatory to all official documents of the PLC.

f) Secretariate

i) The Engineer's staff shall provide a secretarial service to take minutes of PLC meetings.
ii) Secretarial support other than taking minutes at PLC meetings shall be provided by the PLO.

g) Quorum

i) The quorum for PLC meetings shall be constituted by 50%+1 ratio excluding co-opted members.

h) Apologies and Non-attendance

i) Apologies shall be in writing. In an emergency where a PLC member could not apologise in advance, a written apology must be submitted as soon as possible.
ii) Apologies may be sent through any media agreed to by the PLC for example through SMS or WhatsApp messaging or similar application.
iii) The constituency, represented by a PLC member who fails to attend three (3) consecutive meetings without an apology, will be informed in writing and requested to nominate a replacement member.

i) Language

i) PLC meetings will be conducted in English to enable all participants to understand the discussions of the meeting.
ii) However, care and consideration must be given to provide non-English speakers an opportunity to participate and hence, if agreed by all PLC members any of the official languages may be spoken and translated during the meeting. Even if a language other than English is used, the minutes of the meeting will be recorded in English. Should the PLC member require translation, a translator shall be provided; the translator will be considered a co-opted member at no cost to the contract/project.
.

j) Other

i) Sustenance shall be provided at PLC meetings as per government policy.
ii) Communication of queries, concerns and discrepancies related to the project shall be communicated through the targeted group representative; who is a PLC member in writing. The written concern shall be presented to the PLC by the targeted group representative in the PLC Meeting.

2. Amendments or Additions

The rules, responsibilities, and duties for PLC members in this Form are adopted and will be in force with effect from this ……………………. day of …………………………………………………... 20………

	Name and Surname	Signature	Date
Accepted for SANRAL			
Accepted for Engineer			
Accepted for Contractor			
Accepted for PLC			
Accepted by PLC			

FORM A3: CHECKLIST – PROJECT LIAISON COMMITTEE – MEMBER APPOINTMENT

Notes:

a) The checklist consists of several sections. Only print the relevant sections.
b) Indicate what has been completed and sign off at the end.
c) While other individuals can assist in this process, the Project Manager (PM) remains accountable for all deliverables.
d) All forms/records to be kept by the PM and availed to line management upon request.

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)
A3.1	**PLC Member Appointment:**				
1	**Nomination forms completed.**	a)	Form must indicate the nominee and the individual or organisation making the nomination.	Stakeholder Coordinator (SC) /Contracts Engineer (CE)	
		b)	Forms circulated with the assistance of Municipality's LED office.	SC/CE	
		c)	All completed forms collected from the Municipality's LED office.	SC/CE	
2	**Members selected.**	a)	Confirm the membership of the PLC.	SC/Project Management Team (PMT)	
		b)	Where there are multiple entries, the team can select the member with the highest number of nominations.	SC/PMT	
		c)	Where there is an equal number of nominations, the team will request the nominating organisation to confirm the member who should join the PLC.	SC/PMT	

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)
		d)	The last alternative is to allow for a snap election in a community meeting.	SC/PMT	
		e)	Communicate the PLC membership to the affected stakeholders.	SC/PMT	
3	**Formal appointment to PLC signed.**	a)	Ensure that the PLC membership is confirmed in line with Form A3.2	SC/Project Manager (PM)	
		b)	All members must be provided with a copy of the PLC Duties and Responsibilities (extract from D3004.03). The signed duties and responsibilities must be scanned and shared with all members. The PM retains a copy for future reference.	SC/PMT	
		c)	Document must be signed again when the membership changes. The PM must add the version of the document to ensure that the various versions can be tracked.	PM	
Stakeholder Coordinator:					
Name		**Sign**		**Date**	
Project Manager:					
Name		**Sign**		**Date**	

FORM A3.2: PROJECT LIAISON COMMITTEE – MEMBER LIST

No.	Sector/Entity/Forum	Name and Surname	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

FORM A4: CHECKLIST – PROJECT LIAISON OFFICER – APPOINTMENT

Notes:

a) The checklist consists of several sections. Only print relevant sections.
b) Indicate what has been completed and sign off at the end.
c) While other individuals can assist in this process, the Project Manager (PM) remains accountable for all deliverables.
d) All forms/records to be kept by the PM and availed to line management upon request.

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)
A4	**PLO Appointment:**				
1	**Post advertised in local media.**	a)	Job profile prepared.	CE/PMT	
		b)	Post advertised in the media.	CE/PMT	
		c)	Copy of advert kept on file.	CE/PMT	
2	**Shortlisting completed.**	a)	All CVs received collated.	CE/PMT	
		b)	Shortlisting done by the PMT.	CE/PMT	
		c)	PLC provided with the final shortlist.	CE/PMT	
3	**Interviews held.**	a)	Candidates invited.	CE/PMT	
		b)	Interview grid prepared.	CE/PMT	
		c)	The PLC can nominate a member to sit on the interview panel as an observer to ensure transparency in the process.	CE/PMT	
		d)	Formal interviews carried out.	CE/PMT	
		e)	Interview scores collated.	CE/PMT	

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)
4	**Formal appointment of PLO.**	a)	PLO appointment letter issued.	CE	
		b)	PLO employment contract signed.	CE	
		c)	PLO performance agreement signed.	CE	
Stakeholder Coordinator:					
Name		**Sign**		**Date**	
Project Manager:					
Name		**Sign**		**Date**	

FORM A5: CHECKLIST – PROJECT LIAISON COMMITTEE – MEETINGS

Notes:

a) The checklist consists of several sections. Only print relevant sections.
b) Indicate what has been completed and sign off at the end.
c) While other individuals can assist in this process, the Project Manager (PM) remains accountable for all deliverables.
d) All forms/records to be kept by the PM and availed to line management upon request.

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)
A5	**PLC Meeting Checklist:**				
1	**Attendance register completed.**	a)	All members of the PLC to sign the attendance register in ink.	PLO/PM	
		b)	Where meetings are on an online platform such as MS Teams, the attendance list must be downloaded from that platform.	PLO/PM	
2	**Quorum met.**	a)	The quorum for PLC meetings shall be constituted by 50% + 1 ratio excluding co-opted members.	PLO/PM	
3	**Agenda approved.**	a)		PM	
4	**Previous minutes approved.**	a)	Minutes must be prepared, signed off and dated by the Chairperson at the following meeting.	PLO/PM	
5	**Minutes and resolutions captured.**	a)		RE/PLO	
6	**Declaration of interest completed.**	a)	All members of the PLC to sign the DoL in ink.	PLO/PM	
Stakeholder Coordinator:					

Form No.	Item	Explanatory Note for Compliance Check		Responsibility		Complete (Yes/No or N/A)
Name		**Sign**		**Date**		
Project Manager:						
Name		**Sign**		**Date**		

FORM A6: PROJECT LIAISON COMMITTEE – DECLARATION OF INTEREST

Notes:

a) This declaration of interest shall be signed by all attendees at every PLC meeting.

THE SOUTH AFRICAN NATIONAL ROADS ANGECY LTD

PROJECT LIAISON COMMITTEE - DECLARATION OF INTEREST

We, as members of the PLC and persons present in the meeting, hereby solemnly swear and declare that we have no private or business interest or stake in any of the Work Packages or Tender Reports tabled here today or to be discussed in this project.

If one of us is of the opinion/view that some people may, rightly or wrongly construe as improper/irregular, his/her participation/involvement in deliberations that may lead to the award of a tender to a tenderer known to him/her, that person shall then recuse himself/herself from the proceedings/discussions that deal with that Work Package or Tender Report. Additionally, such a member shall recuse himself/herself from the operations of this PLC going forward and shall cease to be a PLC member for this project.

We certify that we, during the process neither deliberately favoured nor prejudiced and person or tenderer, as intended or contemplated in treasury Regulation 16, A8.3 (a), (b) & (c).

We further accept that all information, documentation, and decisions regarding any matter serving before the Committee are confidential. We, therefore, undertake not to communicate decisions/discussions of the meeting to external or internal parties unless so directed and approved by the Project Manager.

Members	**Signature**	**Date**

FORM B: CHECKLIST – TARGETED ENTERPRISE TENDERING PROCESS

Form No.	Item		Explanatory Note for Compliance Check	Responsibility	Complete (Yes/No or N/A)	Source Document
B1	**Target Area:**					
1	**Target Area Defined by PLC.**	a)	Target Area for Targeted Labour and Targeted Enterprises identified and disseminated to the PLC.	PLO/PM		
		b)	Target Groups identified and disseminated to the PLC.	PLO/PM		
2	**Database of Contractors and Suppliers.**	a)	Database criteria setup and disseminated to the PLC.	PLO/PM		
		b)	Signed off database criteria handed over to PLC.	PLO/PM		
B2	**Tender Phase:**					
1	**Tender Advert.**	a)	Copy of advert on file.	Contractor		
		b)	Proof of publication in selected local publications.	Contractor		
		c)	Proof of publication on SANRAL website.	Contractor		
2	**Tender Document.**	a)	Copy of specification available on file, copy of the Tender CD, or printed.	Contractor		

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)	Source Document
3	**Clarification Meeting Attendance register.**	a)	Attendance register signed by all attendees of the clarification meeting	Contractor		
4	**Clarification Meeting Minutes.**	a)	Minutes must be prepared, signed off and dated by the Chairperson within 14 days of the date of the meeting	Contractor		
5	**Clarification Meeting Presentation.**	a)	Copy of the presentation on file.	Contractor		
6	**Addenda**	a)	All addenda issued must be recorded on the file.	Contractor		
		b)	Proof (e-mail) of those persons that the addenda was sent to (if applicable).	Contractor		
7	**Register of tenders issued (if applicable).**	a)	Record the names of persons / companies that collected tender documents (website/by hand).	Contractor		
B3	**Tender Opening:**					
1	**Register of Tenders Received.**	a)	Record the names of persons / companies that submitted tender offers.	Contractor		
2	**Tender Opening, Declaration of Interest.**	a)	Declaration by SANRAL officials at the opening.	Contractor		
3	**Tender Opening, Attendance Register.**	a)	Record the names of persons present at the opening of tenders.	Contractor		

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)	Source Document
4	**Register for late tenders received.**	a)	Record names and time of late tenders received.	Contractor		
5	**Tender Opening, Opening Data.**	a)	Register of the opening of the Technical Offer on the Tender Data sheet.	Contractor		
B4	**Tender Evaluation:**					
1	**Extension of validity period.**	a)	Confirmation of issue of letters of extension of validity period.	Contractor		
		b)	Confirmation of response on extension of validity period by the bidders.	Contractor		
2	**Declaration of Interest.**	a)	All members of the Bid Evaluation Committee to sign the DoI in ink.	Contractor		
3	**Attendance Register.**	a)	All members of the BEC to sign the attendance register in ink.	Contractor		
4	**Minutes**	a)	Minutes must be prepared, signed off and dated by the Chairperson within 14 days of the date of the meeting.	Contractor		
5	**Signed evaluation report.**	a)	Report signed by the Chairperson of the BEC detailing deliberations and discussions of the BEC meeting.	Contractor		

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)	Source Document
6	**PPPFA Scoring sheet**	a)	Scoring sheet detailing the scores of all tenders evaluated as per the PPPFA.	Contractor		
7	**CSD Compliance Report.**	a)	Printout of the CSD Report for compliance verification for the successful tenderer.	Contractor		
8	**CIDB grade confirmation (if applicable).**	a)	Verification of active status.	Contractor		
		b)	JV calculator for Joint Ventures.	Contractor		
9	**B-BBEE Certificate.**	a)	B-BBEE Certificate of winning tenderer on file for verification of preference points.	Contractor		
10	**SANRAL List of Restricted Bidders.**	a)	Verification that the winning tenderer is not restricted from doing business with SANRAL.	Contractor		
11	**Clarification correspondence after tender closing (individual tenderers or all).**	a)	All correspondence relating to RFT correction of arithmetic errors/balancing of rates etc.	Contractor		
12	**Report for the award of the contract.**	a)	Report detailing information from tender phase to evaluation phase, and a recommendation with motivation for the approval of the winning tenderer.	Contractor		
13	**Review Report.**	a)	Receive high level reports and ensure transparency in the appointment of Targeted	PLC /PLO/PM	Report not to be	

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)	Source Document
			Enterprises. The reports must exclude sensitive evaluation information.		supplied to PLC*.	
B5	**Award of Contract:**					
1	**BAC Declaration of Interest.**	a)	All members of the BAC to sign the DoI in ink.	Project Bid Adjudication Committee Secretariat (PBAC)		
2	**BAC Attendance Register.**	a)	All members of the BAC to sign the attendance register in ink.	PBAC Secretariat		
3	**BAC Minutes.**	a)	Minutes must be prepared, signed off and dated by the Chairperson within 14 days of the date of the meeting.	PBAC Secretariat		

FORM C: CHECKLIST – TARGETED ENTERPRISE CONTRACT ADMINISTRATION

Form No.	Item	Explanatory Note for Compliance Check		Responsibility	Complete (Yes/No or N/A)	Source Document
C	**Contract Administration Phase**					
1	**Letter of award / Letter of Acceptance.**	a)	Copy of letter issued to the successful bidder.	Contractor		
2	**Letters to unsuccessful bidder(s).**	a)	Standard letter informing unsuccessful bidders of the tender outcome with proof of emails.	Contractor		
3	**Publication of award, within 7 working days from date of award.**	a)	Proof of publication on SANRAL website.	Contractor / PLO / Project Manager		
4	**Contract document.**	a)	Original signed contract on file.	End-User / Contractor		
5	**Closure of contract.**	a)	Copy of close-out report (SIPDM).	End-User / Contractor		
6	**Performance report (for Engineering contracts).**	a)	Copy of contractor performance report.	End-User / Contractor		
Project Manager:						
Name		**Sign**		**Date**		

ANNEXURE X3 - PROFORMA SUBCONTRACT DOCUMENT FOR TARGETED ENTERPRISES

Prior to July 2025:

https://docs.nra.co.za/otcs/cs.exe/link/19334307

October 2025:

https://docs.nra.co.za/otcs/cs.exe/app/nodes/32015834

ANNEXURE X4 - ACCEPTANCE TO ADVERTISE SUBCONTRACT TENDER

Notes to Compiler:

1. *Delete all notes to Compiler (highlighted in yellow) before submitting for acceptance.*
2. *Every package to be tendered must appear in the table(s); Insert more tables if necessary.*
3. *Refer to the functionality points **guidelines** below and table to the PLC before submitting for acceptance by the PLC and the Employer.*
4. *Tables A and B are **guidelines**, and the Contractor must consult the Contract document or the relevant proforma subcontract agreements where applicable.*

Table A – Example of Maximum Points per Functionality Criteria

CIDB Grade (if applicable) and Package Value	***Points Allocation***			***Total Points***
	Locality	***CIDB Grading (or other relevant sector criteria)***	***Target Groups***	
1 - R 500 000	*60*	*30*	*10*	*100*
2 - R 1 000 000	*60*	*30*	*10*	*100*
3 - R 3 000 000	*60*	*35*	*5*	*100*
4 - R 6 000 000	*60*	*35*	*5*	*100*
5 - R 10 000 000	*60*	*35*	*5*	*100*
6 - R 20 000 000	*60*	*30*	*10*	*100*

Table B – Example of Allocation of Points for Functionality Criteria

	CIDB Package Category	**1CE**	**2CE**	**3CE**	**4CE**	**5CE**	**6CE**
	Typical Package Value	**Up to R 1 mill**		**R 1 - 6 mill**		**R 6 - 20 mill**	
Locality	Tenderer is based in the Local Municipality(ies).	60	60	60	60	60	60
	Tenderer is based outside the Local Municipality(ies), but in the District Municipality(ies).	45	45	40	40	40	40
	Tenderer is based outside the District Municipality(ies), but in the Province.	0	0	35	35	35	35
	Tender is based outside the Province, but in the RSA.	0	0	0	0	30	30
CIDB Grading (or other relevant sector criteria)	Tenderer is registered as a CIDB 1	30	30	0	0	0	0
	Tenderer is registered as a CIDB 2	30	30	30	0	0	0
	Tenderer is registered as a CIDB 3	0	0	35	30	0	0
	Tenderer is registered as a CIDB 4	0	0	30	35	30	0
	Tenderer is registered as a CIDB 5	0	0	0	30	35	30
	Tenderer is registered as a CIDB 6	0	0	0	0	30	35
	Tenderer is registered as a CIDB 7 - 9	0	0	0	0	0	30
Target Groups	Tenderer is 51%+ owned by black youth.	5	5	5	5	5	5
	Tenderer is 51%+ owned by black women.	5	5	5	5	5	5
	Tenderer is 51%+ owned by black people with disabilities.	5	5	5	5	5	5
	Tenderer is 51%+ owned by black military veterans.	5	5	5	5	5	5
	Maximum Total Points	**100**	**100**	**100**	**100**	**100**	**100**

Table 1: CPG Plan Tracker ***(Example)***

Contract Value*	*e.g.* R 100 000 000						
Contract Data**	**Employer's Min CPG (%)****	**Packages Previously Let (No.)**	**Packages in this Form (No.)**	**Packages still to be Let (No.)**	**Total Packages to be Let (No.)**	**Contractor's Tendered CPG (%)**	**CPG Tendered Value (R)**
TEs	*e.g.* 30%	0	4	16	20	30%	R 30 000 000
TE SubGoals							
CIDB 1	9%	0	1	8	9	4,5%	R 4 500 000
CIDB 2		0	2	3	5	4,5%	R 4 500 000
CIDB 3	9%	0	0	1	1	3,0%	R 3 000 000
CIDB 4		0	0	1	1	6,0%	R 6 000 000
CIDB 5	N/A	0	0	1	1	10,0%	R 10 000 000
CIDB 6		0	0	0	0	0%	R 0
Other Sectors***	N/A	0	1	2	3	2,0%	R 2 000 000

* From Letter of Award

** From Contractor's Contract Document.

*** Manufacturers, Suppliers, Service Providers.

Table 2: Subcontract Packages for Targeted Enterprises

Package Number	**1** ***(Example)***	**2** ***(Example)***	**3** ***(Example)***
Package Description	General Maintenance	Repair Potholes	Install Culverts
Package Estimated Value	R 500 000	R 1 000 000	R 1 000 000
Target Group(s)			
a) Locality	Sundays River LM	Sundays River LM	Sundays River LM
b) CIDB Grade	1CE	2CE	2CE
Functionality Criteria			
a) Locality	60	60	60
b) CIDB Grade	30	30	30
c) Target Groups	20	20	20
d) Total	100	100	100
e) Threshold	75	75	75

Table 3: Subcontract Packages for Targeted Enterprises

Package Number	**4** ***(Example)***	**5**	**6**
Package Description	Site Security		
Package Estimated Value	R 500 000		
Target Group(s)			
a) Locality	Sundays River LM		
b) CIDB Grade	N/A		
Functionality Criteria			
a) Locality	60		
b) PSIRA Registration *(E.g., security sector requirement.)*	30		
c) Target Groups	20		
d) Total	100		
e) Threshold	75		

The subcontract packages in Tables 1 to x *(insert no. of tables)* for Targeted Enterprises and the accompanying Tender Notice have been perused and are supported.

RECOMMENDED:

NAME	DESIGNATION	SIGNATURE	DATE
	Contractor		
	Engineer		
	SANRAL Project Manager		
	PLC Representative *(other than above members)*		

ACCEPTED:

NAME[1]	DESIGNATION[1]	SIGNATURE	DATE
	Planning Manager		
	Construction Manager		
	CD Representative		
	Transformation Officer		

[1]Minimum 3 signatures required.

Insert Main Contractor's Company Logo

6. SUBCONTRACT NRA X.xxx-xxx-xxxx/x – XX *(Insert subcontract project number.)*

SUBCONTRACTS FOR THE XXX OF NATIONAL ROUTE Xxx SECTION xxx (KM xxx) TO SECTION xxx (KM xxx) BETWEEN XXX AND XXX *(Insert project description.)*

TENDER NOTICE

CLOSING DATE: XXXX, XX XXXX 20XX AT XX:00 *(Insert day, date and time.)*

Xxx *(insert Main Contractor company name)* invites experienced EME and QSE **subcontractors** to a tender briefing session for Contract **X.xxx-xxx-xxx/x - XX** *(insert subcontract project number)* for the **XXX OF NATIONAL ROUTE Xxx SECTION xx (KM xx) TO SECTION xx (KM xx) BETWEEN XXX AND XXX** *(insert project description)* on behalf of the South African National Roads Agency SOC Limited (SANRAL). This project is in the province of the Eastern Cape and in the district municipalities of Xxx and Xxx *(insert district municipality(ies))*.

Preferences are offered to prospective tenderers from the targeted area, namely the Xxx and Xxx Local Municipalities *(insert local municipality(ies))*, as well as the CIDB grades and classes indicated for each subcontract package. This tender will be evaluated in terms of functionality as a criterion and the price and preference points system. Tenderers who satisfy the following criteria are eligible to submit tenders:

a) B-BBEE Level 1 or 2 contributor.
b) Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE).
c) Registered on the National Treasury Central Supplier Database (CSD).
d) Registered as "active" with the Construction Industry Development Board (CIDB) in the relevant contractor grade and class designation.

An award will only be made to preferred Tenderers that are:

e) Compliant with the Compensation for Occupational Injuries and Diseases Act (COID); and
f) Tax Compliant.

Subcontractors are required for the following subcontracts: *(List subcontract packages, e.g.:)*

1. **Package 1**
   1 x General Maintenance Package (CIDB 4CE PE)

2. **Packages 2 and 3**
   2 x General Maintenance Packages (CIDB 2CE PE)

Note to Tenderers:

a) Xxx *(insert Main Contractor company name)* will reserve the right to negotiate feasible rates with the preferred tenderers if necessary.

b) Tenderers may submit tenders for all subcontracts in this Tender Notice, but only 1 (one) subcontract will be let per preferred Tenderer at any one time for this project.

A compulsory information briefing meeting and a training session will take place at **Xxx** *(insert name of venue and physical address)* on **xxx** *(insert day)*, **xxx** *(insert date)* **at xxx** *(insert time)* where prospective Tenderers shall meet the Contractor.

Tender documents will be made available at the information briefing in the form of a CD. The CD will contain an electronic copy of the tender document, in PDF format. Only the documents within the folder named "Returnable Document" must be printed, bound and completed with all the relevant supporting documents attached.

Tenderers must be represented at the information briefing meeting by a representative who must be the Tenderer himself or an authorised person in the direct employment of the Tenderer.

Late arrivals to the compulsory information briefing meeting will not be allowed access, and therefore will not be allowed to submit a tender. Such tenders received, shall be deemed non-responsive.

The tender and supporting documents shall be sealed in an envelope and clearly marked:

"SubContract NRA X.xxx-xxx-xxxx/x – XX *(insert subcontract project number)* for … " (relevant subcontract name, e.g. xxx *(insert example name)* and shall be **delivered by hand** to Xxx *(insert name of venue and physical address)* between the hours 09:00 to 16:00.

Note: Telephonic, telegraphic, telex, facsimile, e-mailed or electronic applications will not be accepted.

The Tender Documentation for all packages in this Tender Notice shall reach the stipulated address no later than xxh00 *(insert time)* **on Xxx** *(insert day)***, xxx** *(insert date)***.**

Queries relating to issues arising from this document may be addressed to:

Contact:	Xxx	*(Insert Main Contractor's contact person(s).)*
Company Name:	Xxx	*(Insert Main Contractor's company name.)*
Tel No:	xxx xxx xxx	*(Insert contact person's tel./cell phone number.)*
e-mail:	xxx@xxx	*(Insert contact person's e-mail address.)*

ANNEXURE X5 - TRAINING AND SKILLS DEVELOPMENT PROGRAMME

(**Note to Compiler:** Insert form of tenderer's commitment in Book1 here.)

ANNEXURE X6 - EXAMPLE OF SPECIFICATION DATA

SECTION D		**STAKEHOLDER AND COMMUNITY LIAISON AND TARGETED LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT**	
	D3002	**DEFINITIONS AND APPLICABLE LEGISLATION**	
		D3002.01 Definitions	
		(d) Contract Participation Goal (CPG)	I. Specific Goal for Targeted Enterprises is *(Note to compiler: Select the appropriate wording dependent on the Category of the project as per the General notes to compiler* *For Category 1 and 2 projects:* If the Contractor is an EME: Minimum of 0% of the Final Contract Value by the end of the contract to Targeted Enterprises. If the Contractor is not an EME: Minimum of 30% ***(Note to compiler: state the % if different)*** of the Final Contract Value by the end of the contract to Targeted Enterprises. *For Category 3 projects:* Minimum of 30% ***(Note to compiler: state the % if different)*** of the Final Contract Value by the end of the contract to Targeted Enterprises. ii.Specific Goal for Targeted Labour is a minimum of ...% of the Final Contract Value by the end of the contract to Targeted Labour *(Note to compiler: Insert the relevant minimum target of 6% for reseal, special maintenance and plant intensive projects and 8% for rehabilitation, improvements and new construction projects, or an increased target for labour enhanced construction or as informed by the Market analysis in terms of the CIDB guidelines and as approved by SANRAL)* The Final Contract Value for purposes of this clause is defined in clause D3003.04

		(t) Target Area(s)	For Targeted Labour: ….. ***Note to compiler: Insert the relevant Metro Municipality or District Municipality or Local Municipality(ies) or Wards within a specific radius, as agreed with the PLC and SANRAL. The selection of a target area is to be informed by the results of the Market analysis in terms of the CIDB guidelines.***
		(u) Targeted Enterprise	Target Group for Targeted Enterprise: a. EMEs or QSEs which are at least 51% owned by black people.
		(z) Targeted Labour	Target Group for Targeted Labour: Unemployed black people who: are citizens of the Republic of south Africa by birth or descent; or became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or became citizens of the Republic of South Africa by naturalisation on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date; or unemployed women who are South African citizens; or unemployed youth (not attending and not required by law to attend an educational institution) as defined in the National Youth Commission Act (Act 19 of 1996); or unemployed people with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act (Act 55 of 1998); or unemployed black military veterans who qualify to be called a military

			veteran in terms of the Military Veterans Act (Act 18 of 2011);
	D3003	**TARGET GROUP PARTICIPATION**	
		D3003.04 Contract Participation Goal (CPG)	
		Specific subGoals for minimum contributions by specific Target Groups for Targeted Labour:	
		i) Unemployed black persons who are youth	30% of Targeted Labour value
		ii)Unemployed black persons who are people with disabilities	0.5% of Targeted Labour value ***Note to compiler: Based on market analysis and OHS limitations the minimum subtarget for Persons with disabilities to range between 0.3 and 0.5 and to be confirmed by PG3***
		iii) Unemployed black persons who are women;	30% of targeted labour value
		iv)Unemployed black persons who are military veterans	1.5% of Targeted Labour value ***Note to compiler: Based on market analysis the minimum subtarget for black military veterans to be determined. Could range between 0 (then this subtarget can be deleted) and 1.5 and to be confirmed by PG3***
		Specific sub Goals for minimum contribution by specific Target Groups for Targeted Enterprises: ***Note to compiler: Insert the minimum target percentages in consultation with the SANRAL Project Document Review Committee (PDRC). The sub target group percentages should be informed by the project scope as well as the Market analysis in terms of the CIDB guidelines on the availability of Targeted Enterprises) taking account of the following general sub target guidelines:*** ***i) Youth owned – min. 5%*** ***ii) Women owned – min. 5%*** ***iii) MV owned – min. 1%*** ***iv) Disabled owned – min. 0.5%*** ***v) CIDB 1&2 – min. 5% for contract <R50M, min. 2% for contract <R250M, min. 1.5% for contract <R500M, min. 1% for contract >R500M.*** ***vi) CIDB 3&4 - min. 5% for contract <R50M, min. 2% for contract <R250M, min. 1.5%***	

		for contract <R500M, min. 1% for contract >R500M	
		Targeted Enterprise with ≥51% ownership by Youth	Minimum of ...% of the Final Contract Value
		Targeted Enterprise with ≥51% ownership by Women	Minimum of ...% of the Final Contract Value
		Targeted Enterprise with ≥51% ownership by Military veterans	Minimum of ...% of the Final Contract Value
		Targeted Enterprise with ≥51% ownership by Disabled persons (Differently abled)	Minimum of ...% of the Final Contract Value
		Targeted Enterprises who are public transport operators	Shall contribute to the CPG as ...% of the Final Contract Value. ***Note to compiler: This addition is area specific and can be deleted if not required. This addition is limited to the function of transporting of labour at a market related rate.***
		Targeted Enterprise with CIDB 1 or 2 grading	Minimum of ...% of the Final Contract Value
		Targeted Enterprise with CIDB 3 or 4 grading	Minimum of ...% of the Final Contract Value
	D3008	**WORK SUITABLE FOR EXECUTION BY TARGETED ENTERPRISES**	Refer to D3008 for a project specific list of possible work types suitable for Targeted Enterprises. ***Notes to compiler:*** ***The information in D3008 is to be amended for project specific requirements.*** ***A market analysis needs to be performed (as an absolute minimum to be based on the RRM database for the project area).*** ***A CPG feasibility report is required to be submitted with the draft tender.***
	D3010	**TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE**	

		D3010.02 Developing the TSDP	
		a) Skills Development Requirements	
		i) Contract Skills Development Goals (CSDG)	The CSDG shall not be less than ...% of the Final Contract Value. ***Note to compiler: Calculate the percentage based on the item D30.06 (a), (b), (c) and (d) estimated cost compared to the Estimated Contract Value*** The Final Contract Value for purposes of this clause is defined in clause D3003.04

Notes to tenderer: ***(Note to compiler: Main contractor only***

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

2 **Clause numbers (Cl. No.) refer to the FIDIC Conditions of Contract. The prefix PC refers to an amendment to these conditions.**

Sub-Clause	Item	Data
1.1.2.2	Employer	means the South African National Roads Agency SOC Limited instituted in terms of the South African National Roads Agency Limited and National Roads Act (Act No. 7 of 1998) or a person delegated by the South African National Roads Agency SOC Limited to act on its behalf. The Employer's address is: The South African National Roads Agency SOC Limited 48 Tambotie Avenue Val De Grace Pretoria, 0184
1.1.2.4	Engineer	means ***compiler to insert engineering firm in final contract document only***

Sub-Clause	Item	Data
		The Engineer's address to be used for this contract is: *Physical address*: TBA *Postal address: TBA*
1.3	Communications	The addresses for communication between the parties shall be: Employer: *Physical address:* ***Note to compiler: Insert relevant provincial physical address*** *Postal address:* ***Note to compiler: Insert relevant provincial postal address***
1.1.3.3	Time for Completion	xx months.***Note to compiler: appropriate period between 36 and 60 months***
1.1.3.7	Defects Notification Period	6 months 12 months for all work undertaken under (***Note to Compiler: list all the applicable M-series items e.g. Series M1100: Pavement Maintenance.)***
1.1.6.5	Laws	The law governing this Contract is South African Law.
2.1	Right of Access to the Site	Shall be the Commencement Date.
PC4.2	Performance Security	2% of the accepted contract amount including VAT (Cl no. 4.11)

Sub-Clause	Item	Data
4.3	Contractor's representative	Where the Contracts Manager is the key person but will not be employed on the works full time, his powers will be delegated to the approved Construction Manager (Contractor's Representative).
6.2	Rates of Wages and Conditions of Labour	The Contractor and his Subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette N0. 37750) and rates for Wages and Conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry shall apply to the Contractor and his Subcontractors except where a specific industry publishes its own Wage rates and Conditions of Labour.
4.1	Financial capacity claimed for Functionality	Where credit facilities or readily available cash funding were claimed for Functionality, the Contractor shall, within 30 days after the Commencement Date and within 30 days after each anniversary, thereafter, provide current evidence that financial capacity not less than the amount claimed remains available, or that equivalent financial capacity acceptable to the Employer is maintained. This requirement does not reduce or replace the Contractor's obligation to finance the Works.
6.5	Working Hours	Special non-working days are the designated public holidays (including all foreseeable statutory declared election days)
6.9	Contractor's personnel	Where the key personnel are no longer available to undertake the necessary work after the award of the contract, the Contractor shall within a period of 14 working days replace the key personnel stated in the Appendix to Tender with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.
PC8.1	Commencement of Works	As stated in the Form of Acceptance.
PC8.1	Period in which work must commence	The execution of the Works shall start on the Commencement date.
8.7	Delay Damages	As per Table C3.1.9/3 in part C3 per occurrence.
PC12.3	Evaluation	The term "fixed rate item" shall apply to all items of work listed in the Pricing Schedule (Including agreed items of work listed in Works Authorisations).
13.6	Daywork Allowances	Not required (Dayworks provided for in the pricing schedule).
PC13.8	Adjustments for Changes in Cost	Statistical Releases published by Statistics South Africa Base Date: 28 days prior to Tender closure

TABLE OF ADJUSTMENT DATA

Sub-Clause	Item	Data

Coefficient	Resource	Definition	Publication	Table
x = 0,15	Fixed			
a = 0,48	Labour (L)	Province of ***Note to Compiler :insert Province***	P0141	A
b = 0,37	Equipment (E)	Plant and equipment	P0151.1	4
c = 0,05	Material (M)	Civil Engineering Roads, refurbishment (excl. Bitumen)	P0151.1	6
d = 0,10	Fuel (F)	Diesel (Coal and Petroleum products)	P0142.1	1

Note to compiler: SANRAL project engineer to confirm RRM Coefficients

Sub-Clause	Item	Data
PC14.3 (c)	Retention Money - Percentage - Limit	 5% of value of completed work R 300,000.00
PC14.6	Minimum amount of Interim Payment Certificate	R 100,000.00 ***(Note to compiler: Main contractor***
14.15	Currencies of Payment	South African Rand
18.1	Minimum insurance cover for loss of or damage to property (except the Works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with the contract	R 20,000,000.00 ***(Note to compiler: Main contractor***
PC18.2	Contractor to insure with SASRIA	Comprehensive SASRIA is required. ***(Note to compiler: Main contractor***

Sub-Clause	Item	Data
C3.3.4.4	Environmental Management Plan (EMPl)	DEO means: Designated/Dedicated Environmental Officer ***(Note to compiler: Designated becomes dedicated if relevant Regional Project Managers confirms the sensitivity of the project relative to the environment)***
Part D	Target Area(s) ***(Note to compiler: The selection of target areas is to be informed by the results of the CSD search. The philosophy is for the lowest grades to be from local areas and as the levels increase the target area also to increase in size, depending on the availability from local areas)***	For Targeted Labour: ….. ***(Note to compiler: as agreed with the PLC and SANRAL)*** For Targeted Enterprises: i) Suppliers of goods and services: South Africa ii) CIDB 1 to 2 contractors: Through the PLC and market analysis relevant target areas will be identified. …… ***(Note to compiler: Mention the relevant local/district municipality in which the project is located; this portion to be advertised locally)*** iii) CIDB 3 and higher contractors: Through the PLC and market analysis relevant target areas will be identified. …… ***(Note to compiler: Mention the relevant local/district municipality in which the project is located*** If a sufficient number of contractors are not found in the specified target area, the target area will be expanded to allow sufficient participation to ensure a competitive tender process.

Sub-Clause	Item	Data
Part D	Contract Participation Goals (CPG)	Any portion of the Works subcontracted under this Contract, shall be done in terms of Part D: Stakeholder and Community liaison, and Targeted labour and Targeted Enterprises utilisation and development.
	Targeted Enterprise	Minimum 30% of contract value to be sublet to Targeted Enterprises.
	Sub-targets:	
	CIDB level 1 to 2	Minimum of 10% to a maximum 15% of the Contract Value must be advertised for CIDB level 1 to 2 in the Target Area. Maximum package duration 18 months without the option to extend.
	CIDB level 3 and higher	Minimum of 20% of Contract Value must be advertised for CIDB level 3 and higher. Maximum package duration of up to 36 months.

ANNEXURE X7 – D-SERIES PROCESS FLOW DIAGRAM