



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

**SUBCONTRACT NO. N.001-290-2022/1_SC06
FOR CONSTRUCTION OF BLOCK PAVING AND
CONCRETE LINING
UNDER CONTRACT SANRAL N.001-290-2022/1
FOR THE RECONSTRUCTION OF NATIONAL
ROUTE N001 SECTION 29 THROUGH THE
TOWN OF MUSINA**

SUBCONTRACT DOCUMENT

**BASE DATE:
SEPTEMBER 2024**

**TENDER DOCUMENT
VOLUME 3**

HILLARY CONSTRUCTION (PTY) LTD
9 Yster Street
Ladine
Polokwane
0699

NAME OF TENDERER:.....

Set sequential number



SUBCONTRACT NO. N.001-290-2022/1_SC06
FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE
LINING
UNDER CONTRACT SANRAL N.001-290-2022/1
FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001
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SUBCONTRACT DOCUMENT

THIS DOCUMENT COMPILED BY:

HILLARY CONSTRUCTION (PTY) LTD
9 Yster Street
Ladine Polokwane
0699

Tel: 015 293 1221
Fax: N/A
e-mail: musinate@hillary.co.za

UNDER THE DIRECTION OF:

The Regional Manager
(Northern Region)
The South African National Roads Agency SOC Ltd
3 IDA STREET
MENLO PARK
PRETORIA
0081

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- VOLUME 1: The Conditions of Subcontract for Construction for Building and Engineering Works Designed by the Employer First Edition (2011), published by the International Federation of Consulting Engineers (FIDIC).
- VOLUME 2: The COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition), issued by the Committee of Transport Officials which the tenderer shall obtain himself. (See Note to Tenderer 2 below).
- VOLUME 3: Project Document.
- VOLUME 4: Contract Drawings.

Notes to Tenderer:

1. **Volume 1: The Conditions of Subcontract for Construction for Building and Engineering Works Designed by the Employer First Edition (2011), published by the International Federation of Consulting Engineers, is obtainable from CESA
P. O. Box 68482, Bryanston, 2021.
Tel: (011) 463 2022 Fax: (011) 463 7383 Email: general@cesa.co.za**
2. **Volume 2: The COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition), issued by the Committee of Transport Officials, is obtainable from SANRAL and can be downloaded free of charge from the SANRAL's website www.nra.co.za.**
3. **Volume 3 is this document issued at tender stage.**

**The conditions of tender are the standard conditions of tender as contained in Annexure C of the STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS, AUGUST 2019: Standard conditions of tender, document, which the tenderer may download himself from the CIDB website
<https://www.cidb.org.za/download/100/procurement-documents-templates-and-guidelines/6157/standard-for-uniformity-august-2019.pdf>**

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

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

4. **SUBMISSION OF TENDER – Of the contract documents, only the following elements of Volume 3 needs to be submitted:
Submitted electronically by e-mail or uploaded to share drive, in the following order:
a) Form of Offer (signed and scanned as pdf)
b) All returnable schedules and attachments (signed and scanned as pdf)
c) Completed Pricing Schedule (scanned copy in pdf and copy in excel)**

Information provided by a tenderer over and above the above elements of Volume 3 shall be treated as information only and will only be bound into the contract document if the information has a bearing on the tender price and/or project specifications.

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PART T1 TENDERING PROCEDURES

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HILLARY CONSTRUCTION (PTY) LTD

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

**FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN
OF MUSINA**

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

HILLARY CONSTRUCTION (PTY) LTD

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

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

HILLARY CONSTRUCTION (PTY) LTD invites tenders from experienced EME/QSE subcontractors for Contract SANRAL N.001-290-2022/1 FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA endorsed by The South African National Roads Agency SOC Limited (SANRAL). This project is in the province of Limpopo *and* in the Local Municipality of Musina

Subcontractors are required for the following subcontracts:

N.001-290-2022/1_SC06 FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

The approximate duration is 12 months.

Only tenderers who are registered on the National Treasury Central Supplier Database at the closing date for tender submissions and who comply with the definition of a Targeted Enterprise under clause C.2.1.1 and are at least 51% Black owned and who is an EME or QSE or cooperative, are eligible to tender.

Only tenderers that meet all the eligibility criteria under clause C.2.1.1 of the Tender Data will be considered.

Only tenderers who meet the minimum functionality score as stated in clause C.3.11 will be evaluated further on price and preference

It is estimated that tenderers should have a CIDB contractor grading designation of 1CE or higher, however tenderers attention is drawn to clause C.3.11 of the Tender Data when submitting their tender.

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

Only locally produced or locally manufactured products and components for construction will be considered.

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

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.

SUBCONTRACT TENDER DOCUMENTS

Tender documents are available:

- At no cost in electronic format via share drive / e-mail. Prospective tenderers may send a request for a link to the document to the following address musinate@hillary.co.za Tenderers must have access to Microsoft Office © 2013 and Acrobat Adobe © 9.0, or similar compatible software, or
- Tender documents can be retrieved from the following website <https://hillary.co.za/musina/>, Tenderers must have access to Microsoft Office © 2013 and Acrobat Adobe © 9.0, or similar compatible software
- Documents will be available on Tuesday, 8 October 2024.

Tenderers must submit, via email, the duly completed form A1.1 intention to submit a tender prior to **11 October 2024** to musinate@hillary.co.za. Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive.

TENDERERS' BRIEFING AND TRAINING

A hybrid compulsory tender clarification briefing and training session(s) with representatives of the Contractor and Engineer will take place at **Hillary Construction Site Office, 7 Steenkamp Street, Musina, 0900 and virtual via Microsoft Teams on 14 October 2024**. Prospective tenderers must pre-book for the clarification briefing and training session, due to venue size limitations. A request for a clarification briefing and training session date and time is to be sent to the following address musinate@hillary.co.za. Tenders from tenderers who arrived late at the clarification briefing session **will not be allowed, and their submissions shall be declared non-responsive**.

A tenderer's representative cannot represent more than one tenderer at the clarification briefing session.

COMPLETION AND DELIVERY OF TENDERS

The closing time for receipt of tenders is 11:00 on 28 October 2024

Only tender offers submitted in the following formats will be accepted:

- Electronically by e-mail as specified in the Tender Data, OR
- Tender offers submitted in Hardcopy and delivered to the address specified in the Tender Data.

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

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

Queries relating to issues arising from the tenderer's clarification briefing presentation / video or these documents may be addressed to the following:

Enquiries	
Contact Person:	TE Procurement Coordinator
Fax No:	N/A
E-mail:	musinate@hillary.co.za

T1.6

HILLARY CONSTRUCTION (PTY) LTD

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

**FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN
OF MUSINA**

T1.2 TENDER DATA

T1.2 TENDER DATA

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

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

Where in the Standard Conditions of Tender reference is made to “bills of quantities” or “schedules of prices” it shall also mean “schedule of quantities” or “pricing schedule”.

Where in the Standard Conditions of Tender reference is made to “the Employer”, it shall mean “the Contractor” as defined in C.1.1.

Each item of data given below is cross-referenced to the clause marked “C” in the abovementioned Standard Conditions of Tender.

Clause Number	Data
C.1.1	<p>The Contractor is Hillary Construction (Pty) Ltd</p> <p>The Contractor’s <i>domicilium citandi et executandi</i> (permanent physical business address) is:</p> <p>9 Yster Street Ladine Polokwane 0699</p> <p>The Contractor’s address for communication relating to this contract is:</p> <p>7 Steenkamp Street Musina 0900</p> <p>Where in the Standard Conditions of Tender reference is made to “the Employer”, it shall mean “the Contractor” as defined above.</p> <p>Main Contract Details:</p> <p>Contract Number: N.001-290-2022/1</p> <p>Employer: The South African National Roads Agency SOC Limited</p> <p>Engineer: KBK Engineers (Pty) Ltd</p> <p>The Contractor: Hillary Construction (Pty) Ltd</p> <p>The Conditions of Contract for the Main contract is: “Conditions of Contract for Building and Engineering Works designed by the Employer” (1999) published by the International Federation of Consulting Engineers (FIDIC) (Red book).</p>

Clause Number	Data
C.1.2	<p>The tender documents issued by the Contractor comprise:</p> <p>Part T1: Tendering Procedures</p> <ul style="list-style-type: none"> • T1.1 Tender Notice and Invitation to tender • T1.2 Tender data <p>Part T2: Returnable documents</p> <ul style="list-style-type: none"> • T2.1 List of returnable documents • T2.2 Returnable schedules <p>Part C1: Agreements and contract data</p> <ul style="list-style-type: none"> • C1.1 Form of Offer and Acceptance • C1.2 Contract data <p>Part C2: Pricing data</p> <ul style="list-style-type: none"> • C2.1 Pricing instructions (assumptions) • C2.2 Pricing Schedules/Bill of quantities <p>Part C3: Scope of work</p> <p>Part C4: Site information</p> <p>Part C5: Annexure</p>
C.1.4	<p>Communication shall be from the Contractor. The language for communications is English.</p> <p>The Contractor's contact details are: Hillary Construction (Pty) Ltd Address: 9 Yster Street, Ladine, Polokwane, 0699 Telephone number: 015 293 1221 E-mail: musinate@hillary.co.za</p>
C.1.5	The requirement for prior approval of the relevant treasury shall not apply.
C.1.6.2	Clause C.1.6.2 is not applicable.
C.1.6.3	Clause C.1.6.3 is not applicable.
C.2.1.1	<p>Only those tenderers who satisfy the following criteria are eligible to submit tenders.</p> <p>a) National Treasury Central Supplier Database</p> <p>Tenderers, or in the event of a joint venture, each member of the joint venture, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. If not registered at tender closing; the tender will be declared non-responsive</p> <p>b) Criteria for preferential procurement</p> <p>Only tenderers who comply with the following requirements:</p> <ol style="list-style-type: none"> a. an EME or QSE which is at least 51% owned by black people; or b. an EME or QSE which is at least 51% owned by black people who are youth; or c. an EME or QSE which is at least 51% owned by black people who are women; or d. an EME or QSE which is at least 51% owned by black people with disabilities; or e. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or f. a cooperative which is at least 51% owned by black people; or g. an EME or QSE which is at least 51% owned by black people who are military veterans; or h. more than one of the categories referred to in paragraphs a to g. <p>The tenderer shall submit a valid B-BBEE certificate or Sworn Affidavit (where applicable) in compliance with the requirements of Tender Data C.3.11., as proof of eligibility.</p> <p>The tender will be declared non-responsive:</p> <ol style="list-style-type: none"> a) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; or

Clause Number	Data
	<p>b) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level; or</p> <p>c) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; or</p> <p>d) If the tenderer submits a B-BBEE Certificate that is expired - but did claim preference points; or</p> <p>e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements; or</p> <p>f) If the tenderer submits the Scorecard assessment report only; or</p> <p>g) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which is not project specific; or</p> <p>h) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which does not have a contract description and / or a tender number; or</p> <p>i) If a tenderer only submits one B-BBEE certificate in one tender submission, where multiple tenders were issued by Hillary Construction; or</p> <p>j) If the BBEE certificate or Sworn Affidavit is not submitted or not valid; or</p> <p>k) for a Sworn Affidavit; if</p> <p style="padding-left: 20px;">i. EME (not start-up) submits a Sworn Affidavit with total revenue above R3 million (contractors) instead of a B-BBEE Certificate.</p> <p style="padding-left: 40px;">or</p> <p style="padding-left: 20px;">ii. QSE submits Sworn Affidavit (consultants and contractors) instead of a B-BBEE Certificate</p> <p>Failure to satisfy all the eligibility criteria will result in a non-eligible tender.</p>
C.2.2.2	Tender documents are available at no cost.
C.2.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of condition of tender C.3.8.
C.2.7	<p>The arrangements for a clarification briefing and tender training session are:</p> <p>A hybrid compulsory tender clarification briefing and training session(s) with representatives of the Contractor and Engineer will take place at Hillary Construction Site Office, 7 Steenkamp Street, Musina, 0900 and virtual via Microsoft Teams on 14 October 2024. Prospective tenderers must pre-book for the clarification briefing and training session, due to venue size limitations. A request for a clarification briefing and training session date and time is to be sent to the following address musinate@hillary.co.za</p> <p>The clarification briefing session shall start strictly at the time indicated. Only then will the Contractor's Representative circulate the attendance register for completion by those present. During this time, prospective tenderers may enter and complete the register. On completion by all present the Contractor's Representative will:</p> <p>(a) read out from the collected lists calling for confirmation that all have signed;</p> <p>(b) close the door and not allow late arrivals to participate in the briefing session and their submissions shall be declared non-responsive.</p> <p>The signatures on the attendance register and duly completed and signed Form A1 shall be considered proof that the tenderer attended the whole briefing session and was available to hear all directives and clarifications given at the briefing session. Tenderers shall sign the attendance list in the name of the tendering entity or in the name of a member of the tendering entity. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list. Tenders from tenderers who arrived late at the clarification briefing session will not be allowed, and their submissions shall be declared non-responsive.</p> <p>The onus rests with the tenderer to ensure that the person attending the clarification briefing on its behalf is appropriately qualified to understand all directives and clarifications given at the briefing.</p> <p>A tenderer's representative cannot represent more than one tenderer at the clarification briefing.</p>
C.2.8	Request clarifications at least 7 working days before the closing time.

Clause Number	Data
C.2.9	Limited insurance will be provided by the Contractor.
C.2.12	Alternative tender offers will not be considered.
C.2.13.2	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form D1) in the format as indicated in clause C.2.13.3.
C.2.13.3	<p>Only the following needs to be submitted.</p> <p>The following information to be submitted electronically by e-mail, in the following order:</p> <ul style="list-style-type: none"> a) Form of Offer (signed and scanned as pdf) b) All returnable schedules and attachments (signed and scanned as pdf) c) Completed Pricing Schedule (scanned copy in pdf and copy in excel) <p>Prospective tenderers must submit the completed tender document in a folder marked "Subcontract number & Tenderer name" to musinate@hillary.co.za</p>
C.2.13.5	Submit the tender offer as indicated in clause C.2.13.3.
C.2.13.7	Submit the tender offer as indicated in clause C.2.13.3.
C.2.14	<p>Provided that the omission is not a material omission, the Contractor reserves the right to condone the omission and may waive any nonconformities in the tender.</p> <p>Provided that the omission is not a material omission, the Contractor reserves the right to condone the omission and may request the tenderer to submit the necessary information or documentation within a reasonable period of time to rectify non-material non-conformities in the tender related to documentation requirements.</p> <p>In the event of any discrepancy between the contents of the electronically priced schedule (if applicable), the print-out thereof and the electronically provided pricing schedule (if applicable) in pdf format, the contents of the provided pdf format shall be taken as the valid contents. For the information provided by the tenderer as part of his submission, e.g. rates, the signed print-out shall be taken as the valid submission.</p>
C.2.15	The closing time for submission of tender offers is 11:00 on Monday, 28 October 2024
C.2.16.1	The tender offer validity period is 12 weeks.
C.2.16.3	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ul style="list-style-type: none"> a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9, <p>such tenderer may be barred from tendering on any of the Contractor's future subcontract tenders under this main contract for a period to be determined by the Engineer. This sanction also applies to tenders under evaluation and not yet awarded. This sanction does not apply to tenders under evaluation where a request for extension of the validity period was not accepted by the tenderer. The Contractor may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
C.2.18.1	Any additional information requested under this clause must be provided within five (5) working days of date of request.
C.3.1.1	The Contractor shall respond to clarifications received up to seven (7) working days before tender closing date.
C.3.2	The Contractor shall issue addenda until five (5) working days before tender closing date.

Clause Number	Data
C.3.4	<p>The time and location for opening of the tender offers shall be: Time: 13:00 on Monday, 28 October 2024</p> <p>Venue: Opening of the tender offer via live streaming. An Invitation with a link shall be sent to all tenderers that accessed the tender documentation.</p> <p>And</p> <p>Venue: Hillary Construction Site Office, 7 Steenkamp Street, Musina</p>
C.3.5	Clause C.3.5 is not applicable.
C.3.7	<p>Prior to disqualification, the Contractor shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.</p> <p>In the event of disqualification, the Contractor may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Contractor shall inform SANRAL who in turn will communicate with National Treasury and the CIDB in writing.</p>
C.3.8.2	<p>A substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material and non-conformities to the bid specifications but are not related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender.</p> <p>A responsive tender is also one that conforms to all the terms, conditions, and scope of work of the tender documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification.</p>
C.3.9	Amend the heading to read as “ Arithmetical errors, omissions, discrepancies and imbalanced unit rates ”
C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.
C.3.9.2	<p>Check responsive tender offers for:</p> <ol style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ol style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates.
C.3.9.3	Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.
C.3.9.4	<p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ol style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of

Clause Number	Data													
	<p>the prices shall be corrected.</p> <p>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others, including rates between the management and operational sections, while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</p> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the proposed correction of the; errors, omissions or imbalanced rates, and subject the tenderer to the sanction under C.2.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p> <p>If the Form of Offer is submitted but the Pricing Schedule is omitted, where rate only items are applicable; or If a signed Form of Offer is submitted with an incomplete pricing schedule (no summary to tender) that does not balance back to the Form of Offer and the Pricing schedule is incomplete; or If a signed Form of Offer is submitted with an incomplete pricing schedule that does not balance back to the Form of Offer and only summary of Pricing Schedule submitted; then the rates cannot be evaluated and the tender shall be declared non-responsive.</p>													
C.3.11	<p>1. Functionality evaluation</p> <p>The minimum percentage of evaluation points for functionality is not less than 75%.</p> <p>Score each of the criteria and sub-criteria for functionality (N_F) in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for functionality using the following formula:</p> $N_F = W_2 \times S_0 / M_S$ <p>where:</p> <p>M_S is the maximum possible score (100) for functionality in respect of a submission; and W_2 is the maximum possible number of tender evaluation points (100) awarded for the functionality as stated in the tender data.</p> <p>S_0 is the score for functionality allocated to the submission under consideration, calculated as follows;</p> <ol style="list-style-type: none"> Each Tenderer will be evaluated, and points will be allocated according to the criteria in the Table below. Information submitted in the returnable Form B3 will be used to allocate points for the respective criteria. Only Tenderers who score a minimum of 75 percentage points or more for functionality will be evaluated further. <p>Table C.3.11: Maximum points for CIDB contracts</p> <table border="1" data-bbox="424 1700 1481 1928"> <thead> <tr> <th rowspan="2">CIDB Grade and Package Value</th> <th colspan="3">Maximum Points out of 100</th> <th rowspan="2">Total Points</th> </tr> <tr> <th>Locality Table C.3.11.1</th> <th>CIDB Grading Table C.3.11.2</th> <th>Designated Groups Table C.3.11.3</th> </tr> </thead> <tbody> <tr> <td>1 - R 500 000</td> <td>40</td> <td>30</td> <td>30</td> <td>100</td> </tr> </tbody> </table> <p>1.1 Locality</p> <p>The points for Locality will be calculated as follows:</p>	CIDB Grade and Package Value	Maximum Points out of 100			Total Points	Locality Table C.3.11.1	CIDB Grading Table C.3.11.2	Designated Groups Table C.3.11.3	1 - R 500 000	40	30	30	100
CIDB Grade and Package Value	Maximum Points out of 100			Total Points										
	Locality Table C.3.11.1	CIDB Grading Table C.3.11.2	Designated Groups Table C.3.11.3											
1 - R 500 000	40	30	30	100										

- a) The project area for this subcontract is Musina Local Municipality
- b) For the purposes of this evaluation, points scored shall be based on the Targeted Enterprise's registered address with the CIPC.
- c) If the Targeted Enterprise is more than twelve (12) months old and the company address; was changed with the CIPC in the twelve (12) months prior to the tender advertisement; or does not correlate with the company address recorded on the CSD, then 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:
- a. for urban areas:
 - i. signed lease agreement confirming occupation in the preceding twelve (12) months; or
 - ii. mortgage statement confirming ownership in the preceding twelve (12) months; and
 - iii. a current utility bill (not older than three (3) months) confirming that occupation is current; or
 - b. for semi-urban and rural areas
 - i. an affidavit from the relevant ward councillor or traditional authority, signed and stamped by a registered commissioner of oaths, which confirms that the business is permitted to operate and has been operating from the said address in the preceding twelve (12) months.
- d) If Targeted Enterprise is less than twelve (12) months old and the company address; was changed with the CIPC in the twelve (12) months prior to the tender advertisement; or does not correlate with the company address recorded on the CSD, then 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.
- e) 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.
- f) 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.
- g) The information provided in the returnable schedules will be used to calculate the points for locality.
- h) The maximum number of points that can be awarded for locality is **40**.
- i) The points for locality will be allocated as follows:

Table C.3.11.1: Locality for CIDB contracts

CIDB Package Category		1CE	2CE
Typical Package Value		Up to R 1 mill	
Locality	Tenderer is based in the Local Municipality(ies).	40	40
	Tenderer is based outside the Local Municipality(ies) but in the District Municipality(ies).	30	30
	Tenderer is based outside the District Municipality(ies), but in the Province.	20	20
	Tenderer is based outside the Province, but in the RSA.	15	15

1.2 Targeted CIDB Grade and class (Form A12)

Only those tenderers who are registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 1CE class of construction work, are eligible for functionality points for CIDB. Tenderers whose CIDB

Clause Number	Data																				
	<p>registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 21 working days after either expiry of their registration or after being requested to provide proof of registration, will not be eligible for functionality points CIDB. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible for functionality points for CIDB.</p> <p>This contract is classified in terms of CIDB Regulation 25(1B), and the value of the contract may, for the purpose of CIDB Regulation 25(1), be taken at its annual value.</p> <p>Joint Ventures are eligible for functionality points for CIDB, provided that:</p> <ul style="list-style-type: none"> - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 1CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. <table border="1" data-bbox="427 1120 1487 1473"> <thead> <tr> <th data-bbox="435 1131 691 1211">Category of tender</th> <th data-bbox="699 1131 1129 1211">Upper limits per CIDB Regulation 17 (effective 7 October 2019)</th> <th data-bbox="1137 1131 1479 1211">Contractor's allowable margins (Incl. VAT)</th> </tr> </thead> <tbody> <tr> <td data-bbox="435 1223 691 1245">CE 1</td> <td data-bbox="699 1223 1129 1245">R500 000</td> <td data-bbox="1137 1223 1479 1462" rowspan="8">The Contractor will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted</td> </tr> <tr> <td data-bbox="435 1249 691 1272">CE 2</td> <td data-bbox="699 1249 1129 1272">R1 000 000</td> </tr> <tr> <td data-bbox="435 1276 691 1299">CE 3</td> <td data-bbox="699 1276 1129 1299">R3 000 000</td> </tr> <tr> <td data-bbox="435 1303 691 1326">CE 4</td> <td data-bbox="699 1303 1129 1326">R6 000 000</td> </tr> <tr> <td data-bbox="435 1330 691 1352">CE 5</td> <td data-bbox="699 1330 1129 1352">R10 000 000</td> </tr> <tr> <td data-bbox="435 1357 691 1379">CE 6</td> <td data-bbox="699 1357 1129 1379">R20 000 000</td> </tr> <tr> <td data-bbox="435 1384 691 1406">CE 7</td> <td data-bbox="699 1384 1129 1406">R60 000 000</td> </tr> <tr> <td data-bbox="435 1411 691 1433">CE 8</td> <td data-bbox="699 1411 1129 1433">R200 000 000</td> </tr> </tbody> </table> <p>The points for CIDB Grading Designation will be calculated as follows:</p> <ol style="list-style-type: none"> a) The targeted CIDB grading and class for this subcontract is 1CE b) The information provided in the returnable schedules will be used to calculate the points for CIDB grading and class. c) The maximum number of points that can be awarded for CIDB grading designation is 30 d) The points for Targeted CIDB Grading designation will be allocated as follows: 	Category of tender	Upper limits per CIDB Regulation 17 (effective 7 October 2019)	Contractor's allowable margins (Incl. VAT)	CE 1	R500 000	The Contractor will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted	CE 2	R1 000 000	CE 3	R3 000 000	CE 4	R6 000 000	CE 5	R10 000 000	CE 6	R20 000 000	CE 7	R60 000 000	CE 8	R200 000 000
Category of tender	Upper limits per CIDB Regulation 17 (effective 7 October 2019)	Contractor's allowable margins (Incl. VAT)																			
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CE 7	R60 000 000																				
CE 8	R200 000 000																				

Clause Number	Data																																																			
	<p>Table C.3.11.2: Targeted CIDB Grading Designation</p> <table border="1"> <thead> <tr> <th colspan="2">CIDB Package Category</th> <th>1CE</th> <th>2CE</th> </tr> <tr> <th colspan="2">Typical Package Value</th> <th colspan="2">Up to R 1 mill</th> </tr> </thead> <tbody> <tr> <td rowspan="7">CIDB Grading</td> <td>Tenderer is registered as a CIDB 1</td> <td>30</td> <td>0</td> </tr> <tr> <td>Tenderer is registered as a CIDB 2</td> <td>30</td> <td>30</td> </tr> <tr> <td>Tenderer is registered as a CIDB 3</td> <td>30</td> <td>30</td> </tr> <tr> <td>Tenderer is registered as a CIDB 4</td> <td>0</td> <td>30</td> </tr> <tr> <td>Tenderer is registered as a CIDB 5</td> <td>0</td> <td>0</td> </tr> <tr> <td>Tenderer is registered as a CIDB 6</td> <td>0</td> <td>0</td> </tr> <tr> <td>Tenderer is registered as a CIDB 7 and higher</td> <td>0</td> <td>0</td> </tr> </tbody> </table> <p>1.3 Designated Group ownership</p> <p>The points for Designated Group ownership will be calculated as follows:</p> <ol style="list-style-type: none"> The targeted Designated Group ownership for this subcontract is Greater than 51% ownership by Black Youth and Black People who are Military Veterans. The information in the returnable schedules will be used to calculate the points for Designated Group ownership. The maximum number of points that can be awarded for Designated Group ownership is 30. The points for Designated Group ownership will be allocated as follows: <p>Table C.3.11.3: Designated Group ownership</p> <table border="1"> <thead> <tr> <th colspan="2">CIDB Package Category</th> <th>1CE</th> <th>2CE</th> </tr> <tr> <th colspan="2">Typical Package Value</th> <th colspan="2">Up to R 1 mill</th> </tr> </thead> <tbody> <tr> <td rowspan="4">Designated Groups</td> <td>Tenderer is 51%+ owned by black people who are youth.</td> <td>5</td> <td>5</td> </tr> <tr> <td>Tenderer is 51%+ owned by black people who are women.</td> <td>0</td> <td>0</td> </tr> <tr> <td>Tenderer is 51%+ owned by black people with disabilities.</td> <td>0</td> <td>0</td> </tr> <tr> <td>Tenderer is 51%+ owned by black people who are military veterans.</td> <td>30</td> <td>30</td> </tr> </tbody> </table> <p>2. Evaluation of responsive tenders (Calculation of Total Evaluation Points).</p> <p>The tender will be evaluated in terms of Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <ol style="list-style-type: none"> 80/20 preference point system for acquisition of goods and services for Rand value equal to or above R30 000 and up to R50 million <p>The following formula will be used to calculate the points out of 80 for price:</p>	CIDB Package Category		1CE	2CE	Typical Package Value		Up to R 1 mill		CIDB Grading	Tenderer is registered as a CIDB 1	30	0	Tenderer is registered as a CIDB 2	30	30	Tenderer is registered as a CIDB 3	30	30	Tenderer is registered as a CIDB 4	0	30	Tenderer is registered as a CIDB 5	0	0	Tenderer is registered as a CIDB 6	0	0	Tenderer is registered as a CIDB 7 and higher	0	0	CIDB Package Category		1CE	2CE	Typical Package Value		Up to R 1 mill		Designated Groups	Tenderer is 51%+ owned by black people who are youth.	5	5	Tenderer is 51%+ owned by black people who are women.	0	0	Tenderer is 51%+ owned by black people with disabilities.	0	0	Tenderer is 51%+ owned by black people who are military veterans.	30	30
CIDB Package Category		1CE	2CE																																																	
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	Tenderer is 51%+ owned by black people who are military veterans.	30	30																																																	

Clause Number	Data																		
	<p>$Ps = 80(1 - (Pt - Pm) / Pm)$</p> <p>Where: Ps is the points scored for price of tender under consideration. Pt is the price of the tender under consideration; and Pm is the price of the lowest acceptable tender.</p> <p>Total Evaluation points for each responsive tenderer shall be obtained by adding the score of Ps for price to the B-BBEE Points.</p> <p>The B-BBEE Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003 as amended in Act 46 of 2013) and the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>The following table must be used to calculate the points out of 20 or 10 for B-BBEE Points awarded in accordance to a tenderer's B-BBEE status level of contributor:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="text-align: center;">B-BBEE Status Level of Contributor</th> <th style="text-align: center;">Number of points for financial value up to and including R50,000,000</th> <th style="text-align: center;">Number of points for financial value above R50,000,000</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">20</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">18</td> <td style="text-align: center;">9</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">14</td> <td style="text-align: center;">6</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">12</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">Other</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> </tbody> </table> <p>Eligibility for B-BBEE Points is subject to the following conditions:</p> <ol style="list-style-type: none"> 1. A tenderer's scorecard shall be a B-BBEE Certificate issued in accordance with: <ul style="list-style-type: none"> - the Amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; or - in the event that the Measured Entity operates in more than one sector or a sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes; and 2. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form A11; and 3. The certificate shall: <ul style="list-style-type: none"> - be valid at the tender closing date; and - have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or - be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and - have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15); and 4. A valid BBBEE Certificates shall contain: <ul style="list-style-type: none"> - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address. - Value-Added Tax number, where applicable. - The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes. - B-BBEE status with corresponding procurement recognition level. - The relevant Codes used to issue the B-BBEE verification certificate. 	B-BBEE Status Level of Contributor	Number of points for financial value up to and including R50,000,000	Number of points for financial value above R50,000,000	1	20	10	2	18	9	3	14	6	4	12	5	Other	0	0
B-BBEE Status Level of Contributor	Number of points for financial value up to and including R50,000,000	Number of points for financial value above R50,000,000																	
1	20	10																	
2	18	9																	
3	14	6																	
4	12	5																	
Other	0	0																	

Clause Number	Data
	<ul style="list-style-type: none"> - Date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate. - Financial period which was used to issue the B-BBEE Verification Certificate. <p>5. A valid Sworn Affidavit shall contain:</p> <ul style="list-style-type: none"> - Name/s of deponent as they appear in the identity document and the identity number. - Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit. - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address. - Percentage black ownership, black female ownership and whether they fall within a designated group. - Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts. - Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. The valid format of the Financial Year-End is Day/Month/Year - B-BBEE status level. An enterprise can only have one status level. - Date deponent signed, and date of Commissioner of Oath must be the same. - Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and <p>6. Compliance with any other information requested to be attached to Returnable Schedule Form A11; and</p> <p>7. In the event of a joint venture (JV), a project-specific consolidated valid B-BBEE verification certificate in the name of the JV, issued by a verification agency accredited by the South African National Accreditation System (SANAS) shall be submitted.</p> <p>8. If the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the status level that the tenderer qualifies for, 0 (zero) B-BBEE Points shall be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract and the value of the work is below the EME threshold.</p> <p>1. Breaking of deadlock</p> <p>If two or more tenderers score the same number of Total Evaluation points, and these tenders are also the highest ranked tenders, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.</p> <p>If functionality is part of the evaluation process and two or more tenderers score the same number of Total Evaluation points and the same number of B-BBEE Points, the subcontract must be awarded to the tenderer that scored the highest points for functionality.</p> <p>If two or more tenderers score the same number of Total Evaluation points and the same number of B-BBEE Points and the same number of total evaluation points for Functionality, and these tenders are also the highest ranked tenders the award must be decided by the drawing of lots.</p> <p>2. Compliance</p> <p>The highest scoring tenderer for each subcontract package shall be checked for compliance with respect to the following criteria:</p> <ol style="list-style-type: none"> i. Proof that the Tenderer is compliant with the COID Act (excluding CIDB 1 CE). ii. Proof that the Tenderer is tax compliant.

Clause Number	Data
	<p>If the highest scoring tenderer fails to meet any of the compliance criteria, he will be given seven (7) calendar days to become compliant.</p> <p>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.</p> <p>5. Negotiating acceptable tender sum and/or rates</p> <p>a) High tender sums submitted by Tenderers</p> <p>If the Contractor choose to include work in the subcontract package, for which he has tendered rates in the Main Contract and the tenderer who scored the highest points tendered rates higher than 25% above that of the Contractor, the Contractor may either accept the rates or negotiate rates and the final sum down (to 25% above contractors rates and final sum) with the tenderer.</p> <p>If the Contractor fails to negotiate a reasonable tender sum or rates with the tenderer, he may approach the second highest points scoring, compliant tenderer to negotiate a reasonable tender sum and rates. This process may be repeated up to the third highest points scoring compliant tenderer, whereafter the package shall be retendered.</p> <p>b) Provisional Sum</p> <p>If a provisional sum in the main contract is provided for the work items in the subcontract package, the Contractor shall report on the feasibility of the highest points scoring compliant tenderer's tender rates and tender sum to the Engineer.</p> <p>(i) If the highest points scoring compliant tenderer's tender sum and rates are deemed market related by the Engineer, the Contractor shall obtain the approval of SANRAL to utilise the provisional sum provided for the work items.</p> <p>(ii) If the highest points scoring compliant tenderer's tender sum and rates are deemed not market related and SANRAL does not approve the utilisation of the relevant provisional sum, the Contractor may either accept the rates and total sum (only if equal or less than 15% higher than market related) or negotiate with the tenderer for a market related tender sum and rates.</p> <p>If the Contractor fails to negotiate market related tender sum and rates with the tenderer, he may approach the next highest point scoring, compliant tenderer to negotiate market related tender sum and rates. This process may be repeated up to the third highest points scoring compliant tenderer, whereafter the package shall be retendered.</p> <p>c) Low tender sums submitted by Tenderers</p> <p>The Contractor shall report to the Engineer and SANRAL on the feasibility of tendered sums, rates or provisional sums of tenderers who tendered exceptionally low. Exceptionally low sums, rates or provisional sums are those that are more than ten percent (10%) less than what the Contractor tendered, or in the case of a provisional sum, what is deemed market related by the Engineer.</p> <p>(i) If the tendered sums, rates or provisional sums of those tenderers who tendered exceptionally low are deemed by the Engineer to still be feasible, the Contractor may continue to include these tenders in his tender evaluation.</p> <p>(ii) If the tendered sums, rates or provisional sums of those tenderers who tendered exceptionally low are deemed by the Engineer to not be feasible, the Contractor may disqualify these tenders from his tender evaluation. If all prices submitted are deemed exceptionally low by the Engineer, the subcontract package shall be retendered.</p>
C.3.13.	<p>The conditions stated in clauses C.3.13(a) to (f) of the Conditions of Tender as well as the following additional clauses C.3.13(g) to (m) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) and as compelling and justifiable reasons in terms of Conditions of Tender clause</p>

Clause Number	Data
	<p>C.3.11:</p> <p>g) the tenderer or any of its directors is not listed on National Treasury's Register of Tender Defaulters or Restricted Suppliers, in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as a tenderer or person prohibited from doing business with the public sector;</p> <p>h) the tenderer has not abused the Contractor's supply chain management system.</p> <p>i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect.</p> <p>j) the tenderer has not failed to comply with and complete the Declaration Certificate for Local Production and Content (Form A3.3).</p>
C.3.16	Clause C.3.16 is not applicable.
C.3.17	The number of paper copies of the signed contract to be provided by the Contractor is one (1).
C.3.18	All requests shall be in writing.
ADDITIONAL CONDITIONS OF TENDER CLAUSES:	
Clause Number	Data
SC.3.19	<p>Jurisdiction</p> <p>Unless stated otherwise in the tender data, each tenderer and the Contractor undertake to accept the jurisdiction of the law courts of the Republic of South Africa.</p>

PART T2: RETURNABLE SCHEDULES

PART T2: RETURNABLE SCHEDULES

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T2.1 LIST OF RETURNABLE DOCUMENTS**Notes to tenderer:**

1. Returnable documents have been based on the CIDB Standard Conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS and incorporate National Treasury requirements contained in their Standard Bidding Document (SBD) within them.
Returnable documents are separated into the following categories:
 - (i) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A to C).
 - (ii) A list of all returnable documents for completion by the tenderer (Form D1).
2. Failure to submit fully completed relevant returnable documents may render such a tender offer non-responsive.
3. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Contractor, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract. In such event the Contractor has the discretionary right under FIDIC Particular Condition 15.6 to terminate the contract.
5. These forms must be completed in non-erasable ink and any alterations made prior to tender closure countersigned by an authorised signatory.

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

The list of returnable documents is shown in the following table, as indicated by the status of those documents it will be incorporated into the contract document.

FORM	LIST OF RETURNABLE DOCUMENTS	STATUS
FORM A1:	CLARIFICATION BRIEFING	
FORM A1.1:	INTENTION TO SUBMIT TENDER	
FORM A2.1:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
FORM A2.2:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A2.3:	CERTIFICATE OF FRONTING PRACTICES	
FORM A3.1 (SBD4):	BIDDER'S DISCLOSURE	CONTRACT
FORM A3.2:	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	CONTRACT
FORM A3.3	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	CONTRACT
FORM A4:	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
FORM A5:	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
FORM A6 (SBD2):	CERTIFICATE OF TAX COMPLIANCE	CONTRACT
FORM A7:	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	
FORM A8:	SCHEDULE OF CURRENT COMMITMENTS	
FORM A9:	CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993	CONTRACT
FORM A10:	REGISTRATION WITH CIDB (If applicable)	CONTRACT
FORM A11 (SBD6.1):	PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION	CONTRACT
FORM A12:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	CONTRACT
FORM B1:	SCHEDULE OF WORK EXPERIENCE	
FORM B2:	SCHEDULE OF TENDERER'S EQUIPMENT	
FORM B3	FUNCTIONALITY CRITERIA	
FORM C1:	TENDERER'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
FORM D1:	SCHEDULE OF TENDER COMPLIANCE	
C1.1.1 (SBD7):	FORM OF OFFER	CONTRACT
C1.1.2:	FORM OF ACCEPTANCE	CONTRACT
C1.2.3:	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	CONTRACT
C2.2 (SBD3):	PRICING SCHEDULE (PROVIDED ON COMPACT DISC)	CONTRACT

T2.2 RETURNABLE SCHEDULES

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FORM A1: CLARIFICATION BRIEFING

**SUBCONTRACT NO. N.001-290-2022/1_SC06
FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING
UNDER CONTRACT SANRAL N.001-290-2022/1
FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN
OF MUSINA**

This is to certify that I,
representative of (tenderer)
of (address)
.....
telephone number
fax number
e-mail.....
attended the clarification briefing session on (date)
conducted by the Contractor's representative.

Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive and will not be considered.

TENDERER'S REPRESENTATIVE (Signature):

CONTRACTOR'S REPRESENTATIVE (Signature):

NAME (IN CAPITALS):

FORM A1.1: INTENTION TO SUBMIT A TENDER

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

Notes to Tenderer:

1. The duly completed certificate of intention to submit a tender must be submitted by whoever intends to tender for this particular tender by 11 October 2024. Failure to submit the certificate of intention to tender within the required period may render the tenderer non-responsive and HILLARY CONSTRUCTION does not accept responsibility for any communication not received by the tenderer timeously.
2. Late notification of intention to tender by a prospective tenderer will not necessarily result in the tender closing date being extended.
3. Should you intend to submit a tender for this particular tender please sign the certificate, scan and email the completed document to musinate@hillary.co.za
4. Hillary Construction shall send all correspondence, including Addenda, only to the Tenderer's email address as provided herein.

This is to certify that I,

.....

representative of (insert name of tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail:

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

TENDERER'S REPRESENTATIVE (Signature):

DATE:

FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

SUBCONTRACT NO. N.001-290-2022/1_SC06

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UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

Notes to tenderer:

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

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

Mr./Ms.

....., whose signature appears below, has been

duly authorised to sign all documents in connection with the tender for:

SUBCONTRACT N.001-290-2022/1_SC06 FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING UNDER CONTRACT SANRAL N.001-290-2022/1 FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA and any contract which may arise there from on behalf of

..... **enter name of tenderer in block capitals**

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

IN THE CAPACITY OF:.....

DATE:.....

SIGNATURE OF SIGNATORY:

WITNESSES:

SIGNATURE

SIGNATURE

NAME (PRINT)

NAME (PRINT)

FORM A2.2: CERTIFICATE OF SINGLE TENDER SUBMISSION

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

Notes to tenderer:

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

DECLARATION

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

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

SIGNATURE:

DATE:

NAME:

POSITION:

FORM A2.3: CERTIFICATE OF FRONTING PRACTICES

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

Fronting Practices

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

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

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

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

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

DECLARATION

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

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

SIGNATURE:

DATE:

NAME:

POSITION:

FORM A3.1: BIDDER'S DISCLOSURE (SBD4)**SUBCONTRACT NO. N.001-290-2022/1_SC06****FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING****UNDER CONTRACT SANRAL N.001-290-2022/1****FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA****Notes to tenderer:****1. Definitions:****1.1 "State" means:**

- a) any National or Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any Municipality or Municipal Entity;
- c) Provincial Legislature;
- d) National Assembly or the National Council of Provinces; or
- e) Parliament.

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

- 2. In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.**
- 3. If the Form is omitted or blank; or if the tenderer found to have failed to declare conflict or declare false information, The tender will be declared non-responsive and should it be discovered after the award of a contract, contract may be terminated and tenderer will be ultimately restricted from doing business with the State**

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1. If so, furnish particulars:

.....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1. If so, furnish particulars:

.....

3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM A3.2: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

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

Name of Subcontractor:

CSD Master Registration Number (Supplier Number):

Supplier Commodity:

Delivery Location:

SIGNED BY TENDERER:

FORM A3.3: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

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FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid are indicated in the below table:

1. The Tenderer to confirm that the minimum threshold will be achieved by either indicating the percentage to be achieved or by indicating "Yes" or "✓" in the below table

<u>Description of services, works or goods</u>	<u>Stipulated Minimum threshold</u>	<u>Minimum threshold to be achieved by Tenderer</u>
Textiles, Clothing, Leather and Footwear		
Textiles	100%	
Bagged and bulk cement		
Cem I: Pure portland cement with a 95-100% clinker.	100%	
Cem II: Portland cement containing varying additions of secondary materials, i.e. fly ash, pozzolana, slag, silica fume, or limestone	100%	
Cem III: blast furnace cement, 50% OPC, 50% blast furnace slag	100%	
Cem IV: pozzolanic cement, OPC and fly ash	100%	
Cem V: composite cement: slag and ash cement. Blended cements with more than one blending material	100%	
Masonry cement: Mixture of Portland cement and plasticizing materials such as limestone to improve setting time	100%	

SIGNED BY TENDERER:

FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

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FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

Page	Description

SIGNED BY TENDERER:

FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

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

SIGNED BY TENDERER:

FORM A6: CERTIFICATE OF TAX COMPLIANCE (INCORPORATING SBD2)

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

Notes to tenderer:

- 1. If the Tenderer is not tax compliant, the tenderer shall be given 7 calendar days to become compliant.**
- 2. The tenderer shall complete the below declaration.**

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

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

SIGNED BY TENDERER:

FORM A7: TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

Notes to tenderer:

1. The tenderer shall attach to this form a letter (dated less than 3 months prior to the tender closing date) from a registered Financial Service Provider (registered with the FSB) which provides banking details and declares how the entity conducts its account; or
2. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

RE: ACCOUNT CONDUCT

To Whom It May Concern:

We hereby confirm that (Insert Tenderer's Name) has been banking with xxx Bank for a period of xxx years and the account has been conducted in a satisfactory manner.

- i) Name of Account Holder:.....
- ii) Account number:.....
- iii) Bank name:.....
- iv) Branch number:.....
- v) Bank and branch contact details:
-

FORM A9: CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

Notes to tenderer:

- 1. Discovery that the tenderer has failed to make proper disclosure may result in the Contractor terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**
- 2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by the Department of Labour in terms of section 80 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) (COID). If the tenderer fails to meet this requirement, the tenderer will be given 7 calendar days to become compliant.**
- 3. The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.**
- 4. In the event of a joint venture, each and every member of the unincorporated Joint Venture shall comply with the above requirements.**
- 5. For CIDB 1 Tenderers, the requirement for registration at time of tender close, does not apply.**

SIGNED BY TENDERER:

FORM A10: CERTIFICATE OF REGISTRATION WITH CIDB

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

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FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

Notes to tenderer:

- 1. The tenderer shall provide a printed copy of the Active Contractor’s Listing off the CIDB website www.cidb.org.za. Tenderers whose CIDB registration expires within 21 days after close of tender shall attach proof of their application for re-registration (refer to tender data clause C.2.1.1).**
- 2. In the case of a Joint Venture, a printed copy of the Active Contractor’s Listing must be provided for each member of the Joint Venture.**
- 3. The tender will be declared non-responsive if:**
 - The Tenderer is not registered on CIDB within the required contractor grading and category at the tender closing date, or**
 - the Tenderer is suspended, or**
 - the Tenderer has not declared interest of application to upgrade the grading, or**
 - the Tenderer failed to submit the new registered grading within 21 days after tender closure**

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

Name of Subcontractor:

Subcontractor Grading Designation:

CIDB contractor Registration Number:

Expiry Date:

SIGNED BY TENDERER:

**FORM A11: PREFERENCING SCHEDULE – TENDERER’S B-BBEE VERIFICATION
(INCORPORATING SBD6.1)**

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FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

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**FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN
OF MUSINA**

Notes to Tenderer:

1. The tenderer shall attach to this form a valid B-BBEE verification certificate issued in accordance with:
 - the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry.
 - in the event that the Measured Entity operates in more than one sector or sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of Annual Revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes.
2. The certificate shall:
 - have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
 - be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and
 - be valid at the original advertised tender closing date; and
 - have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15).
3. A valid B-BBEE Certificate shall contain:
 - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
 - Value-Added Tax number, where applicable.
 - The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
 - B-BBEE status with corresponding procurement recognition level.
 - The relevant Codes used to issue the B-BBEE verification certificate.
 - Date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
 - Financial period which was used to issue the B-BBEE Verification Certificate
4. A valid Sworn Affidavit shall contain:
 - Name/s of deponent as they appear in the identity document and the identity number.
 - Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
 - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
 - Percentage black ownership, black female ownership and whether they fall within a designated group.
 - Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
 - Financial year-end as per the enterprise’s registration documents, which was used to determine the total revenue. The valid format of the Financial Year-End is Day/Month/Year

- **B-BBEE status level. An enterprise can only have one status level.**
 - **Date deponent signed and date of Commissioner of Oath must be the same.**
 - **Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and**
5. **In the event of a joint venture (JV), a project specific consolidated valid B-BBEE verification certificate in the name of the JV shall be attached,.**
6. **The attached verification certificate and the associated assessment report shall comply with the requirements of Tender Data clause C.3.11 and shall identify:**
- (a) **The name and domicilium citandi et executandi of the tenderer.**
 - (b) **The registration and VAT number of the tenderer.**
 - (c) **The dates of granting of the B-BBEE score and the period of validity.**
 - (d) **The expiry date of the verification certificate.**
 - (e) **A unique identification number.**
 - (f) **The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.**
 - (g) **The name and/or mark/logo of the B-BBEE verification agency or registered auditor.**
 - (h) **The category (Generic, QSE, EME) in which the tenderer has been measured.**
 - (i) **The B-BBEE status level.**
 - (j) **The South African National Accreditation System (SANAS) logo on the verification certificate once verification agencies have been accredited.**
 - (k) **The B-BBEE procurement recognition level.**
 - (l) **The score achieved per B-BBEE element.**
 - (m) **The % black shareholding.**
 - (n) **The % black women shareholding.**
 - (o) **The % black persons with disabilities shareholding**
 - (p) **The % black youth shareholding**
 - (q) **The % black people living in rural or underdeveloped areas or townships shareholding**
 - (r) **The % black military veterans shareholding**
 - (s) **The value-added status of the tenderer.**
5. **The Contractor will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 4 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form.**

SIGNED BY TENDERER:

FORM A12: DECLARATION OF TENDERER'S PAST SUPPLY CHANGE MANAGEMENT**SUBCONTRACT NO. N.001-290-2022/1_SC06****FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING****UNDER CONTRACT SANRAL N.001-290-2022/1****FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA****Notes to tenderer:**

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

4.1	<p>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/ Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied.</p> <p>The Database of Restricted Suppliers now resides on the National Treasury website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes ..	No ..
4.1.1	If Yes, furnish particulars:		
4.2	<p>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes ..	No ..

4.2.1	If Yes, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ..	No ..
4.3.1	If Yes, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ..	No ..
4.4.1	If Yes, furnish particulars:		

CERTIFICATION

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

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

SIGNATURE:

NAME:

POSITION:

DATE:

NAME OF TENDERER:

FORM B1: SCHEDULE OF WORK EXPERIENCE

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINSA

EMPLOYER / CONTRACTOR (NAME, TEL NO & FAX NO)	CONSULTING ENGINEER (NAME, TEL NO & FAX NO)	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED

SIGNED BY TENDERER:

FORM B3: FUNCTIONALITY CRITERIA**SUBCONTRACT NO. N.001-290-2022/1_SC06****FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING****UNDER CONTRACT SANRAL N.001-290-2022/1****FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA****Note to tenderer:****The tenderer shall provide the following functionality criteria in the below table.**

FUNCTIONALITY CRITERIA	INFORMATION REQUIRED	
Locality	Tenderer address (complete physical address below and attach proof of address as recorded by the Companies and Intellectual Property Commission (CIPC) and on the CSD of the tenderer's place of business. Additional proof might be required as per Tender Data C.3.11)	
CIDB Grade and class (not applicable for supplier subcontracts or work without CIDB category, where CIDB registration is not required)	Indicate Tenderer CIDB grade and class below	
Designated group ownership	Select the appropriate Designated Group ownership of the tenderer below as per B-BBEE certificate (mark with X):	
	≥51% ownership by black Youth	
	≥51% ownership by black Women	
	51% ownership by black Military veterans	
	≥51% ownership by black Disabled persons (Differently abled)	
	None of the above	

SIGNED BY TENDERER:

FORM C1: TENDERER'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

Note to tenderer:

- 1. The tenderer shall indicate the total tendered for item C1.3.1 (the subcontractor's general obligations) expressed as a percentage of the tender sum (excluding VAT) below.**
- 2. Should the combined, extended total tendered for Item C1.3.1, exceed 15% of the tender sum (excluding VAT), the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.**
- 3. If the the tenderer should require additional compensation for his obligations under section 1.3 (over and above the total tendered for items C1.3.1.1, C1.3.1.2 and C1.3.1.3) by including such additional compensation in the tendered rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be set out in a letter attached to this form.**
- 4. The Contractor will duly consider the reasons as provided per note 2 above but reserves the right to consider the tendered rates to be imbalanced and to deal with them in terms of Tender Data clause C.3.9 contained in this volume.**

Total tendered for Item C1.3.1 expressed as a percentage of the tender sum (excluding VAT)
%

SIGNED BY TENDERER:

FORM D1: SCHEDULE OF TENDER COMPLIANCE**SUBCONTRACT NO. N.001-290-2022/1_SC06****FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING****UNDER CONTRACT SANRAL N.001-290-2022/1****FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA**

FORM NO / SBD NO	FORM DESCRIPTION	TICK IF COMPLETED
FORM A1:	CLARIFICATION BRIEFING	
FORM A1.1:	INTENTION TO SUBMIT A TENDER	
FORM A2.1:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
FORM A2.2:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A2.3:	CERTIFICATE OF FRONTING PRACTICES	
FORM A3.1 (SBD4):	BIDDER'S DISCLOSURE	
FORM A3.2:	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
FORM A3.3 (SBD6.2)	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
FORM A4:	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
FORM A5:	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
FORM A6 (SBD2):	CERTIFICATE OF TAX COMPLIANCE	
FORM A7:	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	
FORM A8:	SCHEDULE OF CURRENT COMMITMENTS	
FORM A9:	CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT,1993	
FORM A10:	REGISTRATION WITH CIDB (if applicable)	
FORM A11 (SBD6.1):	PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION	
FORM A12:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT	
FORM B1:	SCHEDULE OF WORK EXPERIENCE	
FORM B2:	SCHEDULE OF TENDERER'S EQUIPMENT	
FORM B3	FUNCTIONALITY CRITERIA	
FORM C1:	TENDERER'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
FORM D1:	SCHEDULE OF TENDER COMPLIANCE	
C1.1.1 (SBD7):	FORM OF OFFER	
C1.1.2	FORM OF ACCEPTANCE	
C1.2.3:	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	
C2.2 (SBD3):	PRICING SCHEDULE (PROVIDED ON COMPACT DISC)	

SIGNED BY TENDERER:

PART C1: AGREEMENTS & CONTRACT DATA

PART C1 AGREEMENTS AND CONTRACT DATA

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C1.1 FORMS OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER

Hillary Construction (Pty) Ltd
PO Box 288
Polokwane
0704

Dear Sir,

**SUBCONTRACT NO. N.001-290-2022/1_SC06
FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING
UNDER CONTRACT SANRAL N.001-290-2022/1
FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN
OF MUSINA**

1. I/we, by signing this form of offer acknowledge it is the equivalent of the Letter of Subcontractor's Offer as defined in clause 1.1.10 in the "Conditions of Subcontract for Construction for Building and Engineering Works designed by the Employer" (2011), published by the International Federation of Consulting Engineers (FIDIC).
2. I/we, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.
3. I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and offers to perform all of the obligations and liabilities of the subcontractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender and the conditions of contract identified in the contract data.

4. PRICE OFFERED

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM SECTION C2.2: PRICING SCHEDULE SUMMARY IS

.....

..... (in words)

(R in figures)

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

5. PREFERENCE CLAIMED

I/we claim the following B-BBEE contributor status level as per Returnable Schedule Form A11: Tenderer's B-BBEE Verification Certificate subject to Tender Data C.3.11. In the event of any difference between the above stated status level and the Verification Certificate attached to Form A11, the Verification Certificate shall apply.

6. You may accept this offer by signing and returning to the tenderer one copy of the Form of Acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the subcontractor in the conditions of contract identified in the contract data.
7. Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A4:

C1.4

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

Yours faithfully

SIGNATURE: DATE:.....

NAME (IN CAPITALS):

CAPACITY:

NAME AND ADDRESS OF ORGANISATION:

.....

NAME AND SIGNATURE OF WITNESSES:

WITNESS 1:

SIGNATURE:

NAME (IN CAPITALS):

WITNESS 2:

SIGNATURE:

NAME (IN CAPITALS):

C1.1.2 FORM OF ACCEPTANCE

(Note to Compiler: Form to be printed on Contractor letterhead)

To *(Name of successful Subcontractor)*

Dear Sir,

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

1. It is our pleasure to inform you that the Contractor accepts your in the amount of R..... (i.e. including VAT but excluding CPA, and any contingent sum not in the priced schedule) for a contract period of months and with a Base date of **(28 days prior to the closing date of subcontract tender)**
2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.
3. This Form of Acceptance is the equivalent of the Contractor's Letter of Acceptance as defined in clause 1.1.6 of the "Conditions of Subcontract for Construction for Building and Engineering Works designed by the Employer" (2011), published by the International Federation of Consulting Engineers (FIDIC).
4. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:
 - Part C1: Agreements and Contract Data (including this form of acceptance),
 - Part C2: Pricing Data,
 - Part C3: Scope of the Work,
 - Part C4: Site Information, and
 - Part C5: Annexures

together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into the Parts listed above.
5. Deviations and/or qualifications included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. In the event that an alternative offer is accepted, it is a fundamental condition of acceptance that all responsibilities and concomitant liabilities arising from the alternative design pass from us to you. Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.
6. Notwithstanding the need to agree the mandate required by Section 37 of the Occupational Health and Safety Act (Act 85 of 1993), a proforma of which is attached for your reference, we hereby appoint you as the Subcontractor in terms of Regulation 7(1)(v).
7. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:
 - i. Fully completed and signed Form C1.1.3 Appendix to Form of Acceptance
 - ii. Fully completed and signed Form C1.1.4 Tax compliance
 - iii. Fully completed and signed Form C 1.1.5 Agreement in terms of the OHS Act and Regulations.
 - iv. Proof that you are registered and in good standing with the compensation fund or with a licensed compensation insurer.
 - v. A completed and signed Form C1.1.6 Form of Banking Details

Failure to fulfil any of the above obligations shall constitute a repudiation of this agreement and we may at our discretion apply any rights of remedy including barring you from tendering on any of our future tenders for a period to be determined by us, but not less than six (6) months, from the date of tender closure.

- 8. The effective date of the Subcontract shall be the date of this Form of Acceptance unless you, within four (4) calendar days of the effective date, notify us in writing of any justification why you cannot accept the contents of this agreement.
- 9. The Subcontract Commencement Date is
- 10. Notwithstanding that a full, original-signed copy of the Subcontract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this Form of Acceptance constitutes the binding Subcontract between us.
- 11. Please contact at to make arrangements for the signing of the Subcontract documents.

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY:

SUBCONTRACTOR'S NAME AND ADDRESS:

NAME & SIGNATURE OF WITNESSES:

WITNESS 1:

SIGNATURE:

NAME (IN CAPITALS):

WITNESS 2:

SIGNATURE:

NAME (IN CAPITALS):

C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

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FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

Schedule of deviations

The deviations listed below constitute agreed variations/amendments to the tender data and schedules negotiated between the Subcontractor and the Contractor based on information provided in Form A4: Schedule of Variations or Deviations by Subcontractor or imposed or agreed conditions of award. Addenda issued during the tender period are deemed not to be variations to the tender.

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

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

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

SIGNATURE: DATE:.....

NAME (IN CAPITALS):

CAPACITY:

NAME AND ADDRESS OF CONTRACTOR:

.....

C1.1.4 TAX COMPLIANCE

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

Note:

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

The Subcontractor shall complete the declaration below.

I, (name)
the undersigned in my capacity as (position)
on behalf of
..... (name of company)
herewith grant consent that SARS may disclose to Hillary Construction (Pty) Ltd
.....
our tax compliance status on an ongoing basis for the Subcontract term.

For this purpose, our unique security personal identification number (PIN) is
our tax reference number is and our tax clearance certificate number is

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

SIGNATURE:

DATE:

C1.1.5 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014

This AGREEMENT made at.....
 on this the day of in the year between
 Hillary Construction (Pty) Ltd(hereinafter called "the Contractor") on
 the one part, herein represented by
 in his capacity as
 and (hereinafter called "the Mandatory")
 of the other part, herein represented by
 in his capacity as

WHEREAS the Contractor is desirous that certain Works be constructed, namely

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works and whereas the Contractor and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Subcontract.
2. This Agreement shall hold good from its commencement date, to either:
 - (a) the date of the Performance Certificate issued in terms of sub-clause 11.3 of the FIDIC Conditions of Subcontract for Construction for building and engineering works designed by the Employer, 2011 (hereinafter referred to as "the GCC"), as contained in Volume 1 of the contract documents pertaining to this Subcontract, or
 - (b) the date of termination of the Subcontract in terms of clauses 15, 16 or 19 of the GCC.
3. The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - (i) Section 8: General duties of Contractors to their employees.
 - (ii) Section 9: General duties of Contractors and self-employed persons to persons other than employees.
 - (iii) Section 37: Acts or omissions by employees or mandatories and
 - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Contractor as pertaining to the Mandatory and to all his Service Providers.
4. In addition to the requirements of sub-clause 2.2 the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this Subcontract, the Mandatory agrees to execute all

the works forming part of this Subcontract and to operate and utilize all machinery, plant and equipment in accordance with The Act.

- 5. The Mandatory is responsible for the compliance with the Act by all his Subcontractors, whether or not nominated and/or approved by the Contractor.
- 6. The Mandatory warrants that all his and his Subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Contractor upon signature of the agreement.
- 7. The Mandatory undertakes to ensure that he and/or his Subcontractors and/or their respective employees will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Contractor. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Contractor.
 - (b) All incidents referred to in The Act shall be reported by the Mandatory to the Department of Labour as well as to the Contractor. The Contractor will further be provided with copies of all written documentation relating to any incident.
 - (c) The Contractor hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatory and/or his employees and/or its Subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE CONTRACTOR

WITNESS:

NAME (IN CAPITALS):

SIGNED FOR AND ON BEHALF OF THE MANDATARY:

WITNESS:

NAME (IN CAPITALS):

C1.1.6 FORM OF BANKING DETAILS

Note to Subcontractor:

- 1. The Contractor applies an Electronic Funds Transfer system for all payments.
-

To:
 Hillary Construction (Pty) Ltd
 9 Yster Street
 Ladine
 Polokwane
 0699

Dear Sir

**SUBCONTRACT NO. N.001-290-2022/1_SC06
 FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING
 UNDER CONTRACT SANRAL N.001-290-2022/1
 FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN
 OF MUSINA**

BANKING DETAILS

By signing this document, we accept the following:

- The banking details submitted are those of *(Note to Compiler: insert name of successful subcontractor)* and we take full responsibility for their correctness.
- We indemnify the Contractor from any and all outcomes if an electronic transfer is made into an incorrect bank account using the banking details submitted.

Account Name:

Bank:

Branch Name:

Branch Code:

Account Number:

Yours faithfully

.....
 Authorised Signatory for *(Note to Compiler: insert name of successful subcontractor)*

DATE:

C1.2 CONTRACT DATA**C1.2.1 CONDITIONS OF SUBCONTRACT****Note to tenderer**

1. The Conditions of Subcontract comprise the “General Conditions of Subcontract”, which form part of the “FIDIC Conditions of Subcontract for Construction”, First Edition 2011, publish by the International Federation of Consulting Engineers (FIDIC), and the following “Particular Conditions of Subcontract”, which include amendments and additions to these General Conditions of Subcontract. as prescribed by the Contractor.

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PART A: CONDITIONS OF SUBCONTRACT FOR CONSTRUCTION - FIDIC AMENDMENTS

Up to 7 October 2024 the following amendments have been issued by FIDIC.

PART B: PARTICULAR CONDITIONS OF SUBCONTRACT

The following additional amendments to the FIDIC Conditions of Subcontract for Construction, 2011 apply to this contract.

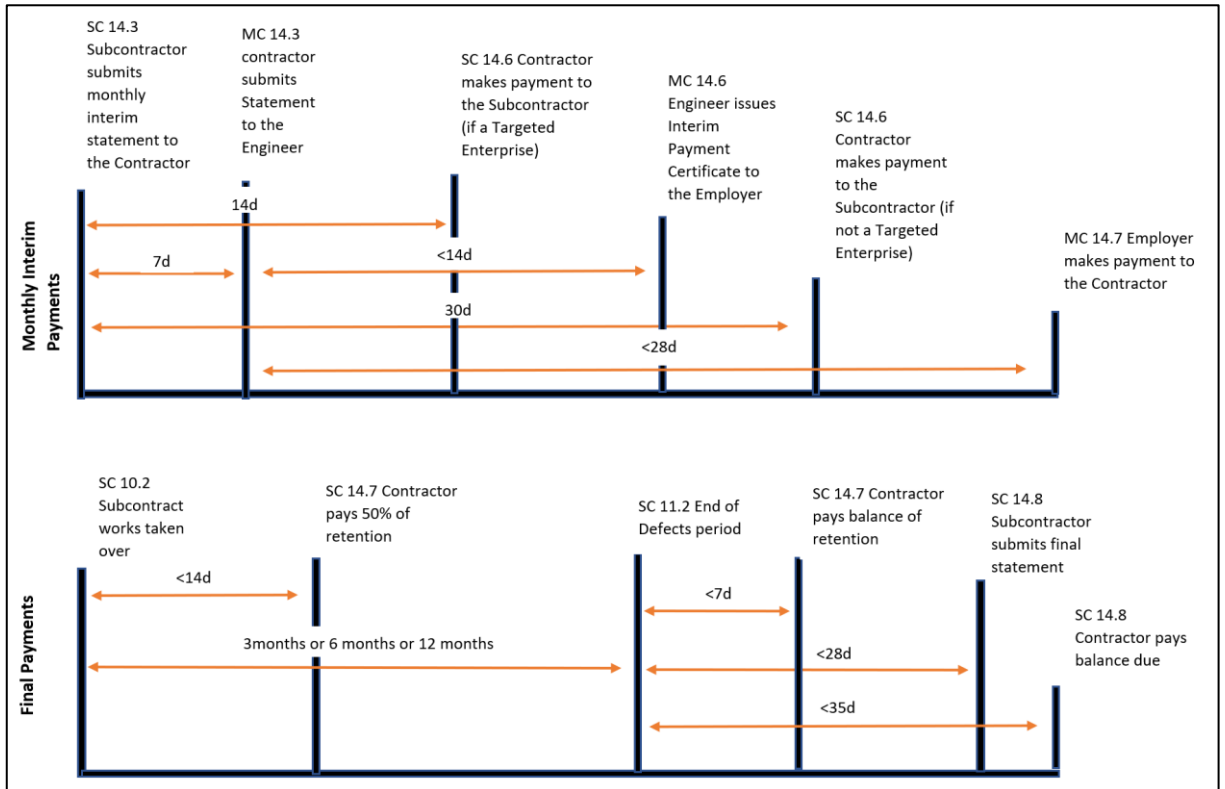
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Cost definition	1.1.40	Subcontract disputes	20.4
Day definition	1.1.45	Subcontractor limitation of liability	17.3
Final subcontract payment	14.8	Subcontract Specification definition	1.1.29
Health and safety	6.7	Subcontractor's Base Date definition	1.1.44
Incentive for early completion of Subcontract section	8.8	Subcontractor's knowledge of Main Agreement	2.1
Interim subcontract payments	14.6	Subcontractor's personnel	6.8
Intellectual and Industrial property rights	17.4	Subcontractor's representative	6.4
Joint and several liability under the Subcontract	1.7	Suspension of Subcontract works By the contractor	8.6
Letter of Subcontractor's Offer definition	1.1.10	Target Area definition	1.1.41
Notices, Consents, Approvals, Certificates, Confirmations, Decisions and Determinations	1.6	Taking over subcontract works	10.2
Notice to correct under the subcontract	15.5	Targeted Enterprise definition	1.1.42
Obtaining Subcontract DAB's decision	20.6	Targeted Labour definition	1.1.43
Payment after termination of the Main contract	15.3	The subcontract price	14.1
Payment after termination of the Main Contract	15.3	Working day definition	1.1.46
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Performance certificate	11.3		
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Recruitment of Labour, Rates of wages and conditions of labour	6.5		
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PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF SUBCONTRACT FOR CONSTRUCTION (FIDIC)

FLOW CHARTS

Replace the flow chart for the Typical sequence of Payment events envisaged in Clause 14 , with the following:



1.1 Subcontract Definitions

Replace 1.1.3 with:

“ **Appendix to the Subcontractor’s Offer**” means the completed sections entitled C1.2.2 Appendix to Tender: Contract Data – Information provided by the Contractor and C1.2.3 Appendix to Tender: Contract Data – Information provided by the Tenderer.”

Replace 1.1.6 with:

“ **Contractor’s Letter of Acceptance**” means the Form of Acceptance as contained in part C1.1.2 of the Subcontract including any appended memoranda comprising agreements between and signed by both Parties to the Subcontract.”.

Replace 1.1.10 with:

“ **Letter of Subcontractor’s Offer**” means the Form of Offer as contained in part C1.1.1 of the Subcontract.”

1.1.18 Add the following:

“**Subcontract Bill of Quantities** shall also mean the Pricing Schedule as contained in Part C2 of the Subcontract .”

Replace 1.1.29 with:

“ **Subcontract Specification**” means that document entitled Scope of Works, as included in the Subcontract, and any additions and modifications to the Scope of Works in accordance with the Main Contract. Such document specifies the Works.”

Add the following:

- 1.1.40 “Cost”** as stated under Main Contract Sub-Clause 1.1.4.3.
- 1.1.41 “Target Area”** means the geographic area defined in the Main Contract for Targeted Labour and which typically are:
- a. one or more Provinces;
 - b. one or more Metropolitan or District Municipalities;
 - c. one or more Local Municipalities;
 - d. one or more Wards that are predominantly located within the Project Area;
 - e. one or more of the areas listed in the definition of Designated Groups.
- 1.1.42 Targeted Enterprise”** means an entity defined in the Main Contract to which the Contractor subcontracts a percentage of the contract value as a condition of contract and which typically is:
- a. an EME or QSE which is at least 51% owned by black people; or
 - b. an EME or QSE which is at least 51% owned by black people who are youth; or
 - c. an EME or QSE which is at least 51% owned by black people who are women; or
 - d. an EME or QSE which is at least 51% owned by black people with disabilities; or
 - e. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or
 - f. a cooperative which is at least 51% owned by black people; or
 - g. an EME or QSE which is at least 51% owned by black people who are military veterans; or
 - h. more than one of the categories referred to in paragraphs a to g; and
 - i. which is tax and COID compliant; and
 - j. which is CIDB registered where applicable.
- 1.1.43 “Targeted Labour”** means Persons:
- a. who are employed by the Contractor or a subcontractor in the performance of the Main Contract; and
 - b. whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor’s or subcontractor’s employment policies; and
 - c. permanently reside in the Target Area(s) or who are recognized as being residents of the Target Area(s) based on identification and association with, and recognition by, the residents of the Target Area(s); and
 - d. who are stated as being Targeted Labour in the Main Contract.
- 1.1.44 “Subcontract’s Base Date”** means the date 28 days prior to the latest date for submission of the subcontract tender.
- 1.1.45 A “day”** means a calendar day, except if otherwise indicated in the contract. A **“year”** means 365 calendar days.
- 1.1.46 A “working day”** means a day that is not listed as a Special non-working day.

1.5 Priority of Subcontract Documents

Insert the following at the end of the 1st paragraph before the colon:

“... unless specifically stated otherwise in the Subcontract”

Replace sub-paragraph items (1) to (9) with:

- (1) the Forms of Offer and Acceptance;
- (2) the Appendix to the Subcontractor’s Offer;
- (3) the Particular Conditions of Subcontract and Annexes, except any part of any Annex that is referred to elsewhere in this listed priority of Subcontract documents;
- (4) the General Conditions of Subcontract;
- (5) the Subcontract Specification;
- (6) the Subcontract Drawings,
- (7) the Standard Specifications,

- (8) the Subcontract Bill of Quantities; and
- (9) the Schedules and any other documents forming part of the Subcontract.”

1.6 Notices, Consents, Approvals, Certificates, Confirmations, Decisions, and Determinations

Add the following paragraph at the end of this clause:

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

1.7 Joint and Several Liability under the Subcontract

Replace 1.7(b) with:

- “(b) No later than 14 days after the date of the Contractor’s Letter of Acceptance these persons shall notify the other Party of their leader who shall have authority to bind that other Party and each of these persons; and”

1.9 Subcontract Agreement

Replace the 1st two sentences with the following:

“The Parties shall enter into a Subcontract Agreement when the Contractor issues to the Subcontractor the Contractor’s Letter of Acceptance (see Particular Condition Sub-Clause 1.1.6). The Subcontract Agreement shall be in the form prescribed in the tender documents.”

Add the following at the end of the sub-clause:

“If under the Main Contract, the Engineer does not consent to the Subcontract, upon notice from the Contractor of such non-consent:

- (a) The Parties shall be discharged from further performance of the Subcontract, without prejudice to the rights of either Party in respect of any previous breach of the Subcontract;
- (b) The Contractor shall immediately return the Subcontract Performance Guarantee (if applicable) to the Subcontractor; and
- (c) Payment by the Contractor of the amounts and/or Costs as described in (a) to (d) of Sub-Clause 15.3 [*Payment after Termination of the Main Contract*] shall be due 28 days after the Parties’ discharge from the Subcontract.”

2.1 Subcontractor’s Knowledge of Main Contract

In the 8th line of the 1st paragraph after the word “Contract”, add “as amended”.

Add the following paragraph at the end of the last paragraph:

“The Subcontractor shall treat the details of the Subcontract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Subcontractor shall not publish, permit to be published, or disclose any particulars of the Subcontract Works or the Main Works in any trade or technical paper or elsewhere without the previous agreement of the Contractor.”

3.2 Access to the Site

Delete the 2nd paragraph and substitute the following:

“Right of access to and possession of the Site shall be on Subcontract Commencement Date except if otherwise detailed in the Subcontract Specification. The Contractor shall not be bound to make any part of the Site available exclusively to the Subcontractor except those parts of the Site for those periods as expressly detailed in the Subcontract Specification.”

6.4 Subcontractor’s Representative

Add the following paragraph at the end of this clause:

“The Contractor may require the Subcontractor’s Representative to attend progress and/or contractual meetings with the Employer and/or the Engineer. If the Subcontractor’s Representative attends any of these meetings, he shall be permitted to review the record of the meeting and, if he has not objected to this record within 7 days of its receipt, those minutes shall be deemed to be accurate and to be accepted by the Subcontractor’s Representative.”

Add the following new sub-clauses:

“6.5 Recruitment of Labour, Rates of Wages and Conditions of Labour

The Subcontractor shall utilise Labour and Targeted Labour from the Target Area(s) as stated in the Main Contract, utilising the Labour Database of Targeted Labour as stated in the Main Contract.

The Subcontractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Subcontractor shall pay rates of wages observe conditions which are not lower than the general level of wages and conditions observed locally by the employers whose trade or industry is similar to that of the Contractor. The conditions as stated in the Appendix to the Subcontractor’s Offer as well as shall also apply.

6.6 Working Hours

No work shall be carried out on Site on any special non-working day or within non-working hours of any day as stated in the Appendix to the Subcontractor’s Offer unless:

- (a) Otherwise stated in the Subcontract or Main Contract
- (b) The Contractor gives consent; or
- (c) The work is unavoidable or necessary for the protection of life or property or for the safety of the Works, in which case the Subcontractor shall immediately advise the Contractor.

6.7 Health and Safety

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

The Subcontractor shall be made conversant and comply with the Contractor’s project specific Health and Safety plan, at all times.

The Subcontractor shall comply with all legal requirements pertaining to an employer, which include the responsibility to provide as far as reasonably practicable a safe and healthy working environment for his employees, as per Section 8 of the OHS Act.

6.8 Subcontractor’s Personnel

The Subcontractors’ personnel shall be appropriately skilled and experienced in their respective trades or occupations. The Contractor may require the Subcontractor to remove (or cause to be removed) any person employed on the site or works, including the Subcontractors’ representative, if applicable, who:

- (a) Persists in any misconduct and lack of care
- (b) Carries out duties incompetently or negligently
- (c) Fails to conform with any provision of the Subcontract
- (d) Persists in any conduct which is prejudicial to safety, health or protection of the environment
- (e) is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice; or
- (f) has been recruited from the Contractor’s Personnel or the Employer’s Personnel in breach of Sub-Clause 6.2 [*Persons in the Service of Others*].

The Subcontractor and/or his personnel will be provided with opportunities to receive training as contemplated in the Main Contract. The Subcontractor shall co-operate and ensure participation in all training provided.

6.9 Records of Subcontractor’s Personnel and Equipment

The Subcontractor shall submit, to the Contractor, details showing the number of each class of Subcontractor’s Personnel and of each type of Subcontractor’s Equipment on the Site. Details shall be

submitted each calendar month, in a form approved by the Contractor, until the Subcontractor has completed all the Subcontract Works.”

8.1 Commencement of Subcontract Works

In the 2nd line of the 2nd paragraph, after the words “Commencement Date”, insert “but within the period stated in the Appendix to the Subcontractor’s Offer”

8.6 Suspension of Subcontract Works by the Contractor

Add the following to the end of the 1st paragraph:

“If Main Contract Sub-Clause 8.9 [*Consequences of suspension*] applies, then the Cost payable shall be the Suspension cost calculated in pay item C1.3.1 of the Subcontract Bill of Quantities (if applicable and as appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned), else Cost payable shall be all expenditure reasonably incurred (or to be incurred) by the Subcontractor, whether on or off the Site, including overhead and similar charges, but does not include profit.”

8.7 Subcontract Damages for Delay

Replace the last sentence of the 1st paragraph with the following:

“These delay damages shall be as calculated from the rate stated in the Appendix to the Subcontractor’s Offer, for every day between the relevant Subcontract Time for Completion and the date upon which completion of the Subcontract Works or Subcontract Section was achieved in accordance with Sub-Clause 10.1 [*Completion of Subcontract Works*]. However, the total amount due under this sub-clause shall be as determined between the Contractor, Engineer and Employer and shall not exceed the maximum amount of delay damages (if any) stated in the Appendix to the Subcontractor’s Offer.”

10.2 Taking-Over Subcontract Works

Add the following paragraph:

“The Employer may make use of any part of the permanent works prior to issue of a taking-over certificate for the Subcontract Works.”

11.2 Subcontract Defects Notification Period

Add the following paragraph after the 1st paragraph:

“If the Subcontract Works is taken-over by the Contractor before taking-over of the Main Works by the Employer in terms of Sub-Clause 10.3 [*Taking-Over by the Contractor*], then the Subcontract Defects Notification Period shall be from the date on which the whole of the Subcontract Works have been taken-over under Clause 10 [*Completion of and Taking-Over the Subcontract Works*] until expiry of the period as stated in the Appendix to the Subcontractor’s Offer.”

*Replace Sub-Clause 11.3 [*Performance Certificate*], with the following new subclause 11.3 [*Subcontract Performance Certificate*]:*

“11.3 Subcontract Performance Certificate

Performance of the Subcontractor’s obligations shall not be considered to have been completed until the Contractor has issued the Subcontract Performance Certificate to the Subcontractor, stating the date on which the Subcontractor has completed his obligations under the Subcontract. The Contractor shall issue the Subcontract Performance Certificate within 7 days of the expiry of the Subcontract Defects Notification Period, or as soon thereafter as the Subcontractor has supplied all the Subcontractor’s Documents and completed and tested all the Subcontract Works, including remedying any defects.

After the Subcontract Performance Certificate has been issued, the provisions of the Main Contract Clauses 11.10 [*Unfulfilled Obligations*] and 11.11 [*Clearance of Site*] shall apply equally to the Subcontract.”

14.1 The Subcontract Price

Add the following new paragraphs:

“Any quantities which may be set out in the Subcontract Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:

- (a) of the Subcontract Works which the Subcontractor is required to execute, or
- (b) for the purposes of Clause 12 [*Measurement and Evaluation*]

The Subcontractor shall submit to the Contractor within 14 days of receiving a written request, a full breakdown of all rates. The Contractor may take account of the breakdown when evaluating claims and making decisions.”

14.6 Interim Subcontract Payments

In the 1st line of the 1st paragraph, delete “70 days” and replace with “14 days (if the Subcontractor is a Targeted Enterprise) or 30 days (if the Subcontractor is not a Targeted Enterprise)”.

Delete all the paragraphs except for, the 1st paragraph (ending with the words “... Appendix to the Subcontractor’s Offer.”) and the last paragraph (commencing with the words “If the Subcontractor is under ...”), and replace with the following paragraph:

“Provided that the Contractor shall be entitled to withhold or defer payment of all or part of any sums otherwise due in respect of a Subcontractor’s monthly statement if a dispute arises or has arisen between the Subcontractor and the Contractor involving any question of measurement or quantities or any other matter included in the Subcontractor’s monthly statement. Any payment so withheld or deferred shall be limited to the extent that the amounts in the Subcontractor’s monthly statement are the subject of a dispute. If the Contractor withholds or defers payment of any amount in a Subcontractor’s monthly statement, then he shall notify the Subcontractor of his reasons for doing so as soon as is reasonably practicable but not later than the date when this payment would otherwise have become due. The Contractor’s withholding or deferring payment of any amount in a Subcontractor’s monthly statement shall not preclude the Subcontractor from including that amount in following Subcontractor’s monthly statements.”

Add the following as a new pen-ultimate paragraph:

“The Contractor shall pay the Subcontractor the full value as certified by the Engineer as being due to the Subcontractor in each Interim Payment Certificate, without any deduction for plant, equipment, materials or fuel supplied by the Contractor.”

14.7 Payment of Retention Money under the Subcontract

Delete all the paragraphs and replace with the following paragraphs:

“If the whole of the Subcontract Works have been taken-over under Sub-Clause 10.2 [*Taking-Over the Subcontract Works*] or Sub-Clause 10.3 [*Taking-Over by the Contractor*], the Contractor shall pay the Subcontractor the first half of the retention money under the Subcontract no later than 14 days after the whole of the Subcontract Works have been taken-over and all minor outstanding work have been completed. If a part of the Subcontract Works has been taken-over under Sub-Clause 10.2 [*Taking-Over the Subcontract Works*] or Sub-Clause 10.3 [*Taking-Over by the Contractor*], the Contractor shall pay the Subcontractor a proportion of the retention money under the Subcontract no later than 14 days after that part has been taken-over by the Contractor. This proportion shall be 50% of the proportion calculated by dividing the estimated subcontract value of the part by the estimated final Subcontract Price.

No later than 7 days after expiry of the Subcontract Defects Notification Period, the Contractor shall pay the Subcontractor the remaining portion of the retention money under the Subcontract. However, if any work remains to be executed under Clause 11 [*Defects Liability*], the Contractor shall be entitled to withhold payment of the estimated cost of this work until it has been executed and the Subcontract Performance Certificate issued.”

14.8 Final Subcontract Payment

Delete the last paragraph and replace with the following:

"Within 7 days after the Subcontractor has finally performed his obligations under the Subcontract, provided that 35 days have expired since submission by the Subcontractor of the Subcontractor's Final Statement, the Contractor shall pay to the Subcontractor the balance of the Subcontract Price finally due."

15.3 Payment after Termination of the Main Contract

Delete the 2nd and 3rd paragraphs (beginning with "If the Main Contract has been terminated ..." and ending with "... the Subcontractor shall place the same at the Employer's disposal.") and replace with the following:

"Payment by the Contractor of any of these amounts or Costs shall be due as soon as practicable after termination of the Subcontract.

If Main Contract Clause 19.7 [*Release from Performance under the Law*] applies to the Main Contract or the Main Contract has been terminated under Main Contract Sub-Clause 16.2 [*Termination by Contractor*] or Main Contract Sub-Clause 19.6 [*Optional Termination, Payment and Release*], and the Contractor receives payment from the Employer for any Subcontract Plant and/or materials, then the Subcontract Plant and/or materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Subcontractor shall place the same at the Employer's disposal."

15.5 Notice to Correct under the Subcontract

Add the following at the end of the 1st paragraph:

"The Notice shall:

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

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

17.3 Subcontract Limitation of Liability

Add the following additional clause references to the last sentence of the 1st paragraph, before the words "under Clause 15 [Termination of the Main Contract and Termination of the Subcontract by the Contractor]" :

" as specifically provided for in Sub-Clause 8.7 [Subcontract Damages for Delay]; Sub-Clause 17.4 [Intellectual and Industrial Property Rights]; and under"

Add the following new sub-clause:

"17.4 Intellectual and Industrial Property Rights

The provisions of Main Contract Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*] shall apply to the Subcontract."

20.4 Subcontract Disputes

Add the following after the 1st paragraph:

"The Notice of Dispute shall be given as soon as practicable, and not later than 21 days after the Party became aware, or should have become aware, of the event or circumstance giving rise to the Dispute. The Notice of Dispute shall refer to the relevant clause(s) in the subcontract agreement. If the Party fails to give notice, he shall have no further right to dispute the event or circumstance, or the part thereof not disputed in the said notice.

Prior to referral of any dispute to the Subcontract DAB in terms of this Sub-Clause, the dispute shall first be referred to the Engineer in writing for its decision, with a copy to the other Party. The Engineer's CONSTRUCTION WORKS SUBCONTRACT DOCUMENT VERSION 2: AUGUST 2022 EDMS #20010922

decision shall be binding on both Parties unless and until it shall be revised by a Subcontract DAB decision in accordance with Sub-clause 20.6 [*Obtaining Subcontract DAB's Decision*]. Either Party shall have the right to refer a dispute to the Subcontract DAB after receipt of the Engineer's decision on the dispute. Provided that, unless either Party shall, within 21 days after his receipt of a decision by the Engineer, refer the dispute to the Subcontract DAB for a decision, he shall have no further right to dispute that decision or the part thereof not disputed in the said notice. "

Add the following paragraphs before the last paragraph:

"Where the subject of the Subcontractor dispute is referred to the Main Contract DAB, the Contractor shall use all reasonable endeavours to pursue the dispute on the Contractor's and the Subcontractor's behalf and for both the Contractor's and the Subcontractor's benefit, and shall regularly keep the Subcontractor informed of the progress of these endeavours. The Contractor shall as soon as practicable but not later than 7 days of its receipt of the Main Contract DAB decision, notify the Subcontractor of this decision. Unless the Subcontractor notifies the Contractor of his dissatisfaction with the Main Contract DAB's decision within 7 days of his receipt of the Contractor's notice, this decision shall be deemed to be accepted by the Subcontractor. This decision shall be binding on both Parties to the Subcontract unless and until it shall be revised in an amicable settlement as described in Sub-Clause 20.6 [*Obtaining Subcontract DAB's Decision*], or an arbitral award in accordance with Sub-Clause 20.7 [*Subcontract Arbitration*]."

20.5 Appointment of the Subcontract DAB

Add the following prior to the 1st paragraph:

"Where the subject of the Subcontract dispute is not referred to the Main Contract DAB, and the decision by the Engineer on a dispute made under Sub-clause 20.4 [*Subcontract Disputes*], is referred to the Subcontract DAB, the dispute between the Contractor and the Subcontractor shall be decided by a Subcontract DAB.

Where a Main Contract DAB is appointed under the Main Contract, the Subcontract DAB shall comprise of the members of the Main Contract DAB."

Add the following as the 1st part of the 1st sentence of the 1st paragraph:

"Where a Main Contract DAB is not appointed under the Main Contract..."

In the 10th line of the 1st paragraph, replace "FIDIC" with "SAICE".

In the last sentence of the last paragraph delete the full stop and add the following:

"and the provisions relating to payment shall not apply hence the Party that referred the dispute to the Subcontract DAB shall be responsible for paying the remuneration of the Subcontract DAB."

20.6 Obtaining Subcontract DAB's Decision

Add the following after the 1st paragraph:

"The appointed Subcontractor's DAB shall have the freedom to first mediate between the parties in an effort to settle the dispute by mutual agreement before adjudicating the matter as is provided for in these conditions and give a decision in the dispute that has been referred."

20.7 Subcontract Arbitration

Delete the paragraph and replace with the following paragraph:

"Unless settled amicably, any Subcontractor dispute in respect of which the Main Contract DAB's decision or Subcontract DAB's decision (if any) has not become final and binding shall be finally settled by means of Arbitration. The Arbitration shall be conducted under the provision of the South African law as it applies to Arbitration (Act 42 of 1965)."

ANNEX A: PARTICULARS OF THE MAIN CONTRACT

PART A (Subcontract Sub-Clause 2.1)		
1.	PARTIES	
	Name and address of Employer:	The South African National Roads Agency SOC Limited (SANRAL) 48 Tambotie Avenue Val De Grace Pretoria, 0184
	Legal form of Employer:	Company
	Name and address of Engineer:	KBK Engineers (Pty) Ltd Block A, 314 Glenwood Road Lynwood Park Pretoria, 0081
	Legal form of Engineer:	Company
	Name and address of Contractor:	Hillary Construction (Pty) Ltd 9 Yster Street Ladine Polokwane, 0699
	Legal form of Contractor:	Company
2.	MAIN CONTRACT COMMENCEMENT DATE	
	Main Contract Commencement Date:	19 April 2024
3.	TIME FOR COMPLETION	
	Times for Completion under the Main Contract	18 December 2025
	(a) Section Times for Completion:	Establishment to be completed within 2 months of access to site
	(b) Time for Completion:	20 months
	(c) Programme	N.001-290-2022-1 - Approved Programme is attached hereto. Subcontractors are required to meet this programme.
4.	DESCRIPTION OF WORKS UNDER THE MAIN CONTRACT	
	(a) The Site is Located:	The contract is located in Limpopo within Municipality of Musina area of the Vhembe District Municipality from km 89.650 to km 95.440.
	(b) The Main Works Comprise:	The works entail the reconstruction of pavement layers of existing facility to improve the structural strength and riding quality.
5.	CONDITIONS OF THE MAIN CONTRACT	
	The Conditions of the Main Contract consist of the FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, First Edition	

	1999, published by the International Federation of Consulting Engineers (FIDIC) together with the Particular Conditions of the Main Contract.	
	The Appendix to Tender of the Main Contract and the Particular Conditions of the Main Contract is attached to this Annex A	
6.	CONFIDENTIAL PARTS OF THE MAIN CONTRACT	
	The following parts of the Main Contract will be confidential between the Employer and the Contractor, and shall not be made available for inspection to the Subcontractor	C1 Agreements and Contract Data C2.2 Pricing Schedule (Incorporating SBD3) C2.3 Summary of Pricing Schedule
	PART B (Subcontract Sub-Clause 2.2)	
	Exclusions	None

ANNEX B: SCOPE OF SUBCONTRACT WORKS AND SCHEDULES OF SUBCONTRACT DOCUMENTS

1.	Scope of Subcontract Works	
	The Scope of Subcontract Works is contained in (or referred to in):	Part C3: Scope of Works Part C4: Site Information
2.	Schedule of Technical documents for the Subcontract Works	
	The Technical documents for the Subcontract Works are contained in (or referred to in):	Part C3: Scope of Works Part C4: Site Information

ANNEX C: TAKING-OVER BY THE CONTRACTOR AND SUBCONTRACT BILL OF QUANTITIES

1.	Taking-Over by the Contractor (Sub-Clause 10.3)
	<p>Provided completion of the Subcontract Works has been achieved in accordance with sub-clause 10.1 [<i>Completion of Subcontract Works</i>], the Subcontractor may apply by notice to the Contractor for the Contractor to take-over the Subcontract Works. The Contractor shall, within 7 days after receiving the Subcontractor's application:</p> <ul style="list-style-type: none"> (i) Issue a certificate to the Subcontractor verifying the taking-over of the Subcontract Works, and stating the date of such taking-over, or (ii) Reject the application, giving reasons and specifying the work required to be done by the Subcontractor to enable a taking-over certificate to be issued. The Subcontractor shall then complete this work before issuing a further notice under this sub-clause. <p>If the Contractor fails to either issue a taking-over certificate or to reject the Subcontractor's application within the period of 7 days, and if the Subcontract Works have been completed in accordance with the Subcontract, these works shall be deemed to have been taken-over on the last day of the period of 7 days.</p>
2.	Subcontract Bill of Quantities and/or schedule of prices (if any) (Sub-Clause 1.1.18)
	The subcontract Bill of quantities is contained in Part C2 Pricing Data

ANNEX D: EQUIPMENT, TEMPORARY WORKS, FACILITIES, AND FREE-ISSUE MATERIALS TO BE PROVIDED BY THE CONTRACTOR (Sub-Clauses 4.1, 7.1 & 7.2)

1. Equipment, Temporary Works, Facilities, and Free-issue Materials	
The Equipment, Temporary Works, Facilities and Free-Issue Materials listed shall be provided by the Contractor to the Subcontractor	Subcontractor to price for all materials, transport, equipment, tools, labour, profit, overheads, taxes, supervision, and general items etc for the required works. The contractor may provide camp facilities i.e., provide ablutions, rest areas etc, and these will be pointed out on site.
2. Common Use of Facilities	
Access to the work areas within the Site	The subcontractor shall have access to part of the works as instructed by the main contractor's representative in order to fulfil their obligations and shall provide access to other subcontractors as required.
Transport of local labour to work areas within the Site	The subcontractor shall be responsible for the transport of its personnel procured from the Labour Target Areas to the respective work areas
Common camp facilities, including messing, medical, security, safety, recreation, laundry, house-keeping, electricity, water, sewage, waste disposal, and other general camp services	The following facilities shall be shared with the subcontractors: <ul style="list-style-type: none"> - Waste bins as will be instructed by the Environmental Officer - Yard storage for signs and other materials (subcontractors to ensure the safety of their materials on site, even though the main contractor will provide general security for the project)
3. Use of Temporary Works, Equipment and Facilities by Subcontractor at no charge	
Temporary Works (including Traffic Accommodation)	Traffic Accommodation
Contractor's Equipment and vehicles	Not Applicable
Facilities	Ablution facilities on site
4. Use of Temporary Works, Equipment and Facilities by Subcontractor to be charged	
Temporary Works (including Traffic Accommodation)	Not Applicable
Contractor's Equipment and vehicles	Authorization may only be granted if a written request is timeously submitted and rates are agreed upon prior to use.
Facilities	Not Applicable
5. Free-Issue Materials	
Material 1	Not Applicable
Material 2	
Material 3	

ANNEX E: INSURANCES (Sub-Clauses 18.1 & 18.2)

1.	Insurances to be effected and maintained by the Subcontractor	
	The Insurances listed shall be effected and maintained by the Subcontractor	The Subcontractor is to provide his own insurance for his personnel, public liability and relevant plant and equipment. The subcontractor will be covered under the main contract for the Subcontract Works. The subcontractor will also be liable for payment of applicable excess and any additional cost arising from each claim Note: Public Liability Insurance with a limit of not less than R20 000 000
2.	Insurances to be effected and maintained by the Contractor under the Main Contract that relate to the Subcontract Works	
	The Insurances listed shall be effected and maintained by the Contractor	The Contractor is to provide insurance for the Works.
3.	Insurances to be effected and maintained by the Employer under the Main Contract that relate to the Subcontract Works	
	The Insurances listed shall be effected and maintained by the Employer	The Employer will not effect or maintain any insurance that relate to the Subcontract Works.

ANNEX F: SUBCONTRACT PROGRAMME (Sub-Clause 8.3)

A.	Initial Subcontract Programme
	The subcontractor will need to adhere to the Main Contractor's Programme

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

1. This form is the equivalent of the Appendix to the Subcontractor's Offer as defined in Sub-Clause 1.1.3 of the FIDIC Conditions of Subcontract, 2011.
2. Subcontract clause numbers (SCI No.) refer to the FIDIC Conditions of Subcontract, 2011. The prefix PCC refers to an amendment or addition in the Particular Conditions of Contract.

SCI No	Item	Data
1.1.4	Contractor	means Hillary Construction (Pty) Ltd Physical address: 9 Yster Street Ladine Polokwane 0699 Tel: 015 293 1221 Cell: Email: musinate@musina.co.za
1.1.7	Contractor's Subcontract Representative	Ross Hillary
1.1.31	Subcontract Time for Completion	12 months from the Commencement Date
1.4	Subcontract Communications	Communications between the parties shall be from the Subcontractor through to the Contractor. The addresses for communication with the Contractor shall be: Contractor: Physical address: 9 Yster Street Ladine Polokwane 0699 Postal address: P.O. Box 288 Ladanna Polokwane 0704 Tel: 015 293 1221 Cell: Email: musinate@hillary.co.za
4.2	Subcontract Performance Security	One Performance Security totaling 10% of the Accepted Contract Amount (excluding VAT) is required.
PCC 6.5	Targeted Labour	Minimum 25% of the Accepted Subcontract Amount (excluding VAT) to be Targeted Labour
	Targeted Labour minimum contribution by the following Target Groups:	
	a. Black People who are youth	50% of targeted labour value
	B. Black People who are women	30% of targeted labour value

PCC 6.5	Rates of Wages and Conditions of Labour	The Subcontractor shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III in Government Gazette No. 37750) and rates for Wages and Conditions of Labour agreed by the Bargaining Council for the Civil Engineering Industry shall apply to the Subcontractor except where a specific industry publishes its own Wage Rates and Conditions of Labour.																																			
PCC 6.6	Working Hours	Special non-working days are: a) All designated public holidays (including all foreseeable statutory declared election days) (b) The annual shut-down period between December and January (c) Day before Easter Weekend (d) Day of State school term closure and day prior to State school term start (e) Other non-working days and restricted working hours specified in section B1200 in the Main Contract as follows: i) Monthly pay weekends as agreed with main contractor (f) Sundays (g) Between sunset and sunrise																																			
PCC 8.1	Subcontract Commencement Date	As stated in Clause C1.1.2 Form of Acceptance.																																			
PCC 8.1	Period in which the Subcontract Work is to commence	Within 14 days of the Subcontract Commencement Date																																			
PCC 8.7	Delay Damages	0.015% of the Accepted Contract Amount per day i.e. R150 per day per R1million of Accepted Contract Amount (excluding VAT)																																			
PCC 8.7	Maximum amount of Delay Damages	Up to 10% of the Accepted Subcontract Price																																			
PCC 11.2	Subcontract Defects Notification Period	6 months.																																			
13.5	Subcontract Adjustments for Changes in Cost	Statistical Releases published by Statistics South Africa																																			
<table border="1"> <thead> <tr> <th colspan="5">TABLE OF ADJUSTMENT DATA</th> </tr> <tr> <th>Coefficient</th> <th>Resource</th> <th>Definition</th> <th>Publication</th> <th>Table</th> </tr> </thead> <tbody> <tr> <td>x = 0,15</td> <td>Fixed</td> <td></td> <td></td> <td></td> </tr> <tr> <td>a = 0,20</td> <td>Labour (L)</td> <td>“Labour Index” shall be the price index for “Consumer Price Index” for the Limpopo Province</td> <td>P0141</td> <td>A</td> </tr> <tr> <td>b = 0,35</td> <td>Equipment (E)</td> <td>“Equipment Index” shall be the price index for “Plant and Equipment”</td> <td>P0151.1</td> <td>4</td> </tr> <tr> <td>c = 0,35</td> <td>Material (M)</td> <td>“Materials Index” shall be the price index for the “Civil Engineering Material” product “Roads, General (excl. Bitumen)”</td> <td>P0151.1</td> <td>6</td> </tr> <tr> <td>d = 0,10</td> <td>Fuel (F)</td> <td>“Fuel Index” and shall be the price index for “Coal and Petroleum Products”, for “Diesel”</td> <td>P0142.1</td> <td>1</td> </tr> </tbody> </table>			TABLE OF ADJUSTMENT DATA					Coefficient	Resource	Definition	Publication	Table	x = 0,15	Fixed				a = 0,20	Labour (L)	“Labour Index” shall be the price index for “Consumer Price Index” for the Limpopo Province	P0141	A	b = 0,35	Equipment (E)	“Equipment Index” shall be the price index for “Plant and Equipment”	P0151.1	4	c = 0,35	Material (M)	“Materials Index” shall be the price index for the “Civil Engineering Material” product “Roads, General (excl. Bitumen)”	P0151.1	6	d = 0,10	Fuel (F)	“Fuel Index” and shall be the price index for “Coal and Petroleum Products”, for “Diesel”	P0142.1	1
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	<p>“Ln”, “En”, “Mn” and “Fn” are the current cost indices for period “n”, each of which is applicable to the relevant tabulated cost element on a date 49 days prior to the last day of the period to which the interim Subcontract Payment or final Subcontract Payment relates</p> <p>“Lo”, “Eo”, “Mo” and “Fo” are the base cost indices, each of which is applicable to the relevant tabulated cost element on the Subcontract Base Date (the date 28 days prior to the latest date for submission of the Subcontractor’s Offer).</p>	
14.2	Total Subcontract Advance Payment	0% of Accepted Subcontract Price
14.2	Number, Timing and proportions of instalments of advance payment	Not Applicable
PCC 14.6	Percentage of Retention	5% of the Value of Completed Work
PCC 14.6	Limit of Retention Money	5% of the Subcontract Price
14.11	Subcontract Currencies of Payment	South African Rand (ZAR)
PCC 20.5	Appointment of the Subcontract DAB	<p>Where a Main Contract DAB is appointed under the Main Contract, the Subcontract DAB shall comprise of the same members of the Main Contract DAB.</p> <p>Where a Main Contract DAB is not appointed under the Main Contract, the Subcontract DAB shall comprise of 1 (one) member only who shall comply with the following minimum requirements:</p> <ul style="list-style-type: none"> • Pr.Eng or Pr. Tech Eng (with civil engineering background) or be on the latest SAICE President’s list of alternative dispute resolution professionals; and • More than 15 years’ experience in the type of construction involved in the Works – Roads & Bridges; and • Formal qualification in adjudication, arbitration and/or experience in mediation; and • Experience in Dispute Resolution as per the FIDIC Conditions of Contract.

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

Note to Tenderer:

This form is the equivalent of the Appendix to the Subcontractor’s Offer as defined in Sub-Clause 1.1.3 of the FIDIC Conditions of Subcontract, 2011

1. FIDIC CONDITIONS OF SUBCONTRACT

1.a Clause 1.1.34: Subcontractor

The subcontractor is:

1.b Clause 1.4: Subcontract Communications

Communications to the Subcontractor shall be delivered, sent or transmitted to the following:

Physical address:
.....
.....

Telephone:

Facsimile:

E-mail:

1.c Clause 1.1.39: Subcontractor’s Representatives

The authorized and designated representative of the Subcontractor is:

Name:

SIGNED BY TENDERER:

PART C2: PRICING DATA

PART C2 PRICING DATA

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C2.3	SUMMARY OF PRICING SCHEDULE	C2.9

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 Subcontractor tenders to do the work.
- Amount: The product of the quantity and the rate tendered for an item.
- 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.sabs.co.za for information standards).
- C2.1.6 The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items, and include all duties, taxes (except Value Added Tax) and other levies payable by the Subcontractor. 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 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.9 The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
- C2.1.10 Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
- C2.1.11 The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- C2.1.12 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications.

C2.4

- C2.1.13 If the pricing schedule is provided electronically in excel format and pdf, in the event of any discrepancy between the signed printed hard copy or pdf copy, and the electronically submitted copy in excel, the tender rates in the signed pdf copy will govern. The item numbers and description of the hard copy or 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) (PROVIDED ON COMPACT DISC)

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND
CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

TENDERER: _____

Item	Bill description	Unit	Qty	Rate	Amount
	GENERAL				
C1.3	CONTRACTOR'S GENERAL OBLIGATIONS				
C1.3.1.2	Value-related obligations (to a maximum of 15% of the tendered sum excluding VAT)	Lump Sum	1.00		
	DRAINAGE				
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS				
C3.3.8	LININGS FOR OPEN DRAINS:				
C3.3.8.1	Cast in situ concrete lining				
(a)	Class C24/30-20 concrete at entrances or accesses	m3	15.00		
(b)	Class C24/30-20 concrete at kerb inlet structures	m3	5.00		
C3.3.8.2	Class U2 surface finish to cast in situ concrete (Type A and Type F)				
(a)	At entrances or accesses	m2	75.00		
(b)	At kerb inlet structures	m2	25.00		
Total Carried Forward					

SUBCONTRACT NO. N.001-290-2022/1_SC06**FOR CONSTRUCTION OF BLOCK PAVING AND
CONCRETE LINING****UNDER CONTRACT SANRAL N.001-290-2022/1****FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA**

TENDERER: _____

Item	Bill description	Unit	Qty	Rate	Amount
Amount Brought Forward					
C3.3.9	FORMWORK TO CAST-IN-SITU CONCRETE LINING FOR OPEN DRAINS (CLASS F2 SURFACE FINISH):				
C3.3.9.2	To sides with formwork on both internal and external faces (each face measured)	m2	20.00		
C3.3.9.3	To ends of slabs	m2	10.00		
C3.3.10	SEALED JOINTS IN CONCRETE AND STONE PITCHED LININGS OF OPEN DRAINS (10mm FLEXCELL "OR SIMILAR APPROVED" COMPLETE AS SHOWN ON DRAWING KBK/2312/04/009)	m	20.00		
C3.3.12	REINFORCEMENT:				
C3.3.13	Polymer film sheeting (0.25 mm thick) for concrete-lined open drains	m2	200.00		
C3.3.14	CUTTING BITUMINOUS SURFACING AND PAVEMENT LAYERS FOR CONCRETE KERBING, CHANNELING OR CONCRETE-LINED DRAINS	m	806.25		
C4.3.20	SPOILING OF PAVING BLOCKS AND ROAD EDGING IN SPOIL SITES DESIGNATED BY THE CONTRACTOR:				
C4.3.20.1	Paving blocks	m3	15.00		
Total Carried Forward					

SUBCONTRACT NO. N.001-290-2022/1_SC06

**FOR CONSTRUCTION OF BLOCK PAVING AND
CONCRETE LINING**

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

TENDERER: _____

Item	Bill description	Unit	Qty	Rate	Amount
Amount Brought Forward					
	EARTHWORKS AND PAVEMENT LAYERS CONSTRUCTION				
C5.1	ROADBED				
C5.1.1	ROADBED CONSTRUCTION AND COMPACTION:				
C5.1.1.1	Compaction of in-situ material to 93 % of MDD				
(a)	Segmental block paving areas for pedestrians	m3	180.00		
	CONCRETE LAYERS				
C6.2	SEGMENTAL BLOCK PAVING LAYERS				
C6.2.1	SEGMENTAL BLOCK PAVING:				
(a)	Concrete block paving using new (Class 35, Type W, S-C) 60mm thick in Herringbone pattern	m2	675.00		
(b)	Concrete block paving using recovered, stacked Interlocking block paving (Type A, B and C) 80mm thick in herringbone pattern	m2	500.00		
(c)	Concrete block paving using recovered, stacked Brick Paving 60mm Thick in Herringbone pattern	m2	20.00		
Total Carried Forward					

SUBCONTRACT NO. N.001-290-2022/1_SC06**FOR CONSTRUCTION OF BLOCK PAVING AND
CONCRETE LINING****UNDER CONTRACT SANRAL N.001-290-2022/1****FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA**

TENDERER: _____

Item	Bill description	Unit	Qty	Rate	Amount
Amount Brought Forward					
C6.2.3	PROVISION AND APPLICATION OF APPROVED HERBICIDE AND ANT POISON:				
C6.2.3.1	Provision of materials	PC Sum	12 500.00	R 1.00	R 12 500.00
C6.2.3.2	Contractor's charges and profit added to the prime cost sum	%.	12 500.00		
C4.3.13	LIFTING OF EXISTING PAVING BLOCKS:				
C4.3.13.2	Using labour enhanced methods of construction				
(a)	Interlocking block paving (Type A, B and C) 80mm thick	m2	620.00		
(b)	Block paving (Type W) 60mm thick	m2	25.00		
C4.3.16	STACKING PAVING BLOCKS AND ROAD EDGING:				
C4.3.16.1	Paving blocks				
(a)	Interlocking block paving (Type A, B and C) 80mm thick	No	20 833.00		
(b)	Block paving (Type W) 60mm thick	No	875.00		
Total Amount					

SIGNED BY TENDERER:

C2.3 SUMMARY OF PRICING SCHEDULE

SUBCONTRACT NO. N.001-290-2022/1_SC06

FOR CONSTRUCTION OF BLOCK PAVING AND CONCRETE LINING

UNDER CONTRACT SANRAL N.001-290-2022/1

FOR THE RECONSTRUCTION OF NATIONAL ROUTE N001 SECTION 29 THROUGH THE TOWN OF MUSINA

	R
SCHEDULE A: ROADWORKS
	R
SUBTOTAL
	R
VALUE ADDED TAX @ 15% of Subtotal
<hr/>	
TOTAL CARRIED TO C.1.1.1: FORM OF OFFER	R

SIGNED BY TENDERER:

PART C3: SCOPE OF WORKS

PART C3 SCOPE OF WORKS

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PART C3: SCOPE OF WORKS

C3.1 GENERAL SPECIFICATION

C3.1.1 SCOPE

This section provides the description of the project and the general requirements for executing the subcontract work. The work required is the of the national road N001 Section 29 (*from km 89.55 to km 95.44*). The total distance is approximately 5.79 km.

It is a requirement of the Main Contract for the Contractor to facilitate the Subcontractor development of targeted enterprises as a contract participation goal by means of subcontracting some of the scheduled work section(s) to targeted enterprises as subcontractors.

C3.1.2 DESCRIPTION OF THE WORKS

C3.1.2.1 Description of site

- (a) Location of site office is 7 Steenkamp Street, Musina, 0900

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

The term "Site" as defined in the Main Contract in terms of Clause 1.1.6.7 of the FIDIC Conditions of Contract for Construction, 1999 and is bound by the limits of construction as shown in the drawings or the title of the project and extends to also include the following:

- Areas outside the construction zone areas where accommodation of traffic is placed.
- All borrowpits defined in the applications approved by the relevant Department of Minerals and Energy.
- All haul roads constructed by the Contractor for purposes of access.
- Any non-adjacent sites specified in the contract documentation.
- The Contractor's and his subcontractors' camp sites

The portion of the site applicable to this subcontract will comprise:

- **The section of National Route N001 Section 29 (from km 89.55 to km95.44). The total distance is approximately 5.79 km.**

- (b) Access to the site

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

C3.1.2.2 Nature of Subcontract work

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

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

- Removal of existing block paving.
- Construction of block paving walkways
- Construction of concrete linings

C3.1.3 DRAWINGS

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

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

Any information in the possession of the Subcontractor, which the Engineer requires to record as-built information, shall be supplied to the Engineer via the Contractor, 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.

C3.1.5 SUBCONTRACTOR'S CAMP SITE

The Subcontractor shall provide a suitable site for his camp. However, the Contractor will provide shared facilities as detailed in Annex D of the Contract Data of the Conditions of Subcontract.

C3.1.6 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

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

C3.1.6.1 Accommodation of traffic

The Contractor will provide Traffic Accommodation as detailed in Annex D of the Contract Data of the Conditions of Subcontract.

C3.1.6.2 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 Contractor for their removal. Trees and shrubs inadvertently destroyed by the Subcontractor shall be replaced with the equivalent at the Subcontractor'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 Contractor. Bituminous binders shall not be disposed of on the Site but shall be returned to the supplier for disposal.

C3.1.7 ALLOWANCE FOR OTHER CONTRACTORS AND ACCOMMODATION OF OTHER CONTRACTS

Access to work areas and requirement for allowance of other contractors within the work areas is detailed in Annex D of the contract Data of the Conditions of Subcontract.

C3.1.8 PROGRAMME, RESTRICTION AND COMPLETION OF ACTIVITIES

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

C3.1.8.1 Programme

The Subcontractor will have to comply strict adherence to the Main Contractor's programme, of which an up-to-date copy will be made available to the successful tenderer at appointment stage.

The Contractor will determine the extent and frequency of the work to be executed in terms of the subcontract, as certain activities are dependent upon the climatic conditions encountered during the period of the subcontract and on progress of the Contractor or other subcontractors.

C3.1.8.2 Restriction on activities

Work activities will be restricted on days or hours indicated in clause 6.6 of the Contract Data of the Conditions of Subcontract .and the Subcontractor must allow for these restrictions in his programme and no extension of time or claims in this regard will be considered.

C3.1.8.3 Completion time of specified activities

Generally, the activities covered by this subcontract will be on a continuous basis. However, certain specified activities are considered to be of a non-continuous nature and multiple establishments will be required as instructed by the Contractor.

C3.1.9 OCCUPATIONAL HEALTH AND SAFETY

In terms of the Construction Regulation 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. The Contractor will furnish the Subcontractor with the applicable specification and his Health and Safety plan.

The Method Statement for each activity shall be developed by the Subcontractor.

C3.1.10 INTEGRATED TRANSPORTATION INFORMATION SYSTEM (FOR INFORMATION PURPOSES)

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 4.3 or later and IOS 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 and their description are as follows:

- (i) Project Information Module – employment and training data.

The Subcontractor will be required to supply relevant information to the Contractor to enable compliance with his obligations.

C3.1.11 CONTRACTOR SUPPORT OF TARGETED ENTERPRISES

The Contractor shall appoint a dedicated Targeted Enterprise Construction Manager (TE Construction Manager) whose sole responsibility shall be to assist the Contractor with the execution of his responsibilities towards Targeted Enterprises and Target Groups. Amongst others, the TE Construction Manager shall facilitate the training, mentoring, development and support of Targeted Enterprises as per the Contractor's approved Training and Skills Development Programme.

The TE Construction Manager shall have on his team one (1) TE Site Supervisor for every six (6) Targeted Enterprises which are in their respective construction phases and one (1) Senior TE Supervisor for every six (6) TE Site Supervisors.

a) General Obligations

The Contractor shall, with the assistance of the TE Construction Manager, comply with the following general obligations:

- (i) Assist the Targeted Enterprises in instituting a quality assurance system;
- (ii) Provide adequate training, coaching, guidance, mentoring and any other identified and approved assistance to Targeted Enterprises;
- (iii) Provide support and any other identified and approved assistance to ensure that the Targeted Enterprises meet their obligations and commitments with respect to their subcontracts, and
- (iv) Ensure that the Contract Participation Goals (CPG) objectives are achieved.

b) Subcontract Agreements

The Contractor, shall conclude the subcontract agreements with the Targeted Enterprises. The subcontract agreement shall be the FIDIC subcontract agreement and shall be in accordance with the provisions of amended sub-clause 4.4 of the Conditions of Contract and shall be consistent with the terms and conditions of the Main Contract.

- (i) The Targeted Enterprise is entitled to receive the training contemplated in the Main Contract;
- (ii) The Targeted Enterprise is obligated to participate and co-operate in the training provided for in the Main Contract;
- (iii) The allowable sources from which Labour may be drawn is in terms of the Main Contract;
- (iv) The terms and conditions relating to the recruitment, employment and remuneration of Labour engaged is in terms of the Main Contract;

Note:

To protect Targeted Enterprises' competitive advantage and/or tender strategy, only the main subcontract agreement shall be available to the PLC for acknowledgement and not the pricing structure and/or Schedule of Quantities.

c) Quality of Work and Performance of Targeted Enterprises

The Contractor's TE Construction Manager shall closely monitor and supervise all Targeted Enterprises and shall train, coach, guide, mentor and assist each Targeted Enterprise in all aspects of management, execution and completion of its subcontract. This shall typically include assistance with planning of the Works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, coaching, guidance, mentoring, and assistance to be provided by the Contractor shall commensurate with the level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of its subcontract.

If the Targeted Enterprise, in the opinion of the Engineer, fails to comply with any of the criteria listed below, the Engineer shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria are as follows:

- (i) Acceptable standard of work as set out in the specifications;
- (ii) Progress in accordance with the time constraints in the subcontract and the subcontract programme;
- (iii) Punctual and full payment of the workforce and suppliers;
- (iv) Site safety; and
- (v) Accommodation of traffic.

The Contractor shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such

contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

d) Dispute Avoidance and Resolution Procedures

When any disputes arise, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract agreement. If such action is contemplated it shall be discussed with the Engineer and tabled to the PLC before any action is taken.

The Targeted Enterprise shall have 21 calendar days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Engineer, except for issues pertaining to Site Safety and Accommodation of Traffic, for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works, but which shall not be longer than 24 hours. Failure by the Targeted Enterprise to comply with a deadline, will be sufficient grounds for the Contractor to apply a penalty or terminate the subcontract provided that the Employer and the Engineer is satisfied that the Contractor has made every effort to correct the performance of the Targeted Enterprise.

The Targeted Enterprise shall have the right to dispute any ruling given or deemed to have been given by the Contractor or the Engineer. Provided that, unless the Targeted Enterprise shall, within 21 calendar days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a Dispute Notice) to the Contractor, referring to the relevant clause(s) in the subcontract agreement disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.

C3.1.12 TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE

The Contractor shall under the auspices of the PLC develop a Training and Skills Development Programme which shall be managed by the Contractor's TE Construction Manager.

(a) Purpose of the Training and Skills Development Programme(s)

Skills development forms an integral part of the Employer's Transformation and Community Development Policies and hence, it is important to the Employer that Targeted Labour and Targeted Enterprises be equipped with skills that can be used to gain meaningful future employment and secure subcontracting opportunities.

It is, therefore, a requirement that the Contractor provide Training, Coaching, Guidance, Mentoring and assistance to the Targeted Labour and Targeted Enterprises, to ensure skills development within the Construction Industry.

(b) Skills Audit and Analysis

Prior to developing the Training and Skills Development Programme(s), the Contractor shall conduct a Skills Audit and Analysis of the Subcontractor's employees to determine their levels of education, existing qualifications, and skills sets. The outcome of the Skills Audit and Analysis shall be used to develop a Training and Skills Development Programme(s) that will benefit both the employee and the Construction Industry at large.

Included in the Skills Audit and Analysis shall be a separate section, analysing the education, qualifications and skills sets of the Targeted Enterprise's owners and 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) Developing the Training and Skills Development Programme(s)

The Employer shall be involved in the decision making and quality control pertaining to the development and implementation of the Training and Skills Development Programme(s).

The Employer has no service agreement or memorandum of understanding with any education and training quality assurance body and, therefore, does not function as the "Employer" as defined under any three-party-agreement between the Trainee, the Training Provider and the Employer.

However, the Employer requires similar outcomes to that of formal learnership programmes and the Contractor shall structure a Training and Skills Development Programme(s) in a manner that permits continued access to further learning and qualifications within a defined programme.

The complete Training and Skills Development Programme shall be approved by the Employer and Engineer and signed off by the PLC before any training commence.

(d) The Training Service Provider

While the Contractor's TE Construction Manager will manage the Training, Development and Support Programme and mentor Targeted Enterprise subcontractors from a practical point of view, the Contractor shall subcontract a Training Service Provider to implement the theoretical training components of the Programme.

The Training Service Provider entity shall be accredited, and have in its employ Practitioners, Assessors and Moderators whom are registered, with the Construction Education Training Authority (CETA). Proof of accreditation and registration shall be current, valid and list the NQF levels and Unit Standards for which the entity and its staff are accredited.

(e) Training Programme: General Requirements

The Training and Skills Development Programme shall consist of Learnerships that include multiple, but related Unit Standards which are (1) relevant to the Works to be constructed, (2) aimed at achieving the skills development objectives of the Programme, and (3) lead towards a formal qualification in the Construction Industry.

Learnerships shall include both the theoretical and practical components of each Unit Standard and shall be in accordance with the various laws and regulations contained in the South African Qualification Authority (SAQA) statutes.

(i) Training Programme: Requirements and Considerations

The Skills Audit and Analysis shall inform the Contractor of every employee's Recognised Prior Learning (RPL) skills and competencies, which shall be taken into consideration in the development of the Training and Skills Development Programme so that the RPL skills and competencies, together with the Training Programme Unit Standards offerings, will lead to a full Learnership outcome and hence a formal qualification.

It is recognised that the Training and Skills Development Programme may consist of several Unit Standards but totalling insufficient credits for a full Learnership qualification. 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 Unit Standards that will equip Trainees with the minimum skills required to become economically involved in the execution of the Works as soon as possible.

C4.8

The Training Service Provider shall apply the SAQA Learnership criteria of which the basic elements are listed below to demonstrate the Employer's requirements:

- a. Minimum credits for qualification;
- b. Fundamental Unit Standards and credit values;
- c. Core Unit Standards and credit values;
- d. Elective Units Standards and credit values;
- e. Assumption that NQF Level 3 literacy, numeracy, and computer competencies exist;
- f. RPL processes;
- g. Exit level outcomes.

The above criteria are not exhaustive, and the Training Service Provider shall apply the systems and processes required by the relevant SAQA and other related legislation pertinent to training.

While structuring the Learnership offerings, the Training Service Provider shall distinguish between the levels of learning required. The bulk of the training shall focus on NQF Levels 4 and 3. NQF Level 5 training is not anticipated but may be suitable for qualifying staff of established small contractors. The qualification titles for the respective NQF Levels are:

- a. NQF Level 3 National Certificate: Construction Roadworks.
- b. NQF Level 4 National Certificate: Supervision of Construction Processes
- c. NQF Level 4 National Certificate: Business Management
- d. NQF Level 5 National Diploma: Management of Civil Engineering Construction Processes

It may be necessary to include additional Core Unit Standards, e.g. "Tendering" or "Entrepreneurship" as an additional Unit Standard for NQF Level 4, to achieve the Contract's development objectives. The identification of any additional Unit Standards shall be discussed with the Engineer and shall not be implemented without prior approval.

Before qualifying, Trainees will be expected to demonstrate competence in a practical situation that integrates the assessment of all specific outcomes, for all Unit Standards in the Learnership Programme.

All training shall take place within normal working hours, or as agreed with the trainees.

(ii) Selection of Trainees

To complete a Learnership successfully requires minimum literacy and numeracy competencies as defined by SAQA. The Training Service Provider shall utilise the Skills Audit and Analysis and conduct additional skills analysis to benchmark the literacy and numeracy levels of employees and subcontractors. This information shall guide the Training Service Provider in formulating the Trainee selection methodology(ies) and process(es). The Training Service Provider shall make provision for (1) baseline assessments, e.g. conducting RPL enquiries and tests, and (2) a gap skills programme consisting of Fundamental Unit Standards, to facilitate the selection process.

Trainees identified as having already acquired some tertiary training, particularly in the field of Civil Engineering, may be suitable for a specialised Trainee programme or a higher NQF Level programme. The Training and Skills Development Programme(s) shall, therefore, make provision for Trainees with a variety of competency levels and shall make provision for different levels of training.

It should be noted that where this section refers to the selection and training of Trainees, any person, employed by any national, provincial or local authority, being it full time or part time, is expressly excluded from being considered for this training.

C3.2 STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition) prepared by the Committee of Transport Officials, (COTO), as amended, shall apply to this subcontract.

C3.3. PROJECT SPECIFICATION AMENDING THE STANDARD SPECIFICATIONS

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

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

The following sections contain the relevant project specific changes to the Standard Specifications.

C3.3.1 COTO CHAPTER 5: EARTHWORKS AND PAVEMENT LAYERS: CONSTRUCTION

SECTION 5.1: ROADBED

PART C: MEASUREMENT AND PAYMENT

(viii) Payment items specifically for this Section of specifications

Item		Unit
PC5.1.1	Roadbed construction and compaction	
	<i>Amend the required density of subitem C5.1.1.1 to read as follow:</i>	
	“... material to 93% of MDD.....cubic metre (m3)”	

C3.4. SPECIFICATION DATA

COTO CHAPTER 6: CONCRETE LAYERS

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
6			CONCRETE LAYERS	
	A6.2		SEGMENTAL BLOCK PAVING LAYERS	
		A6.2.5	MATERIALS	
			A6.2.5.1 Paving blocks	The new paving blocks shall be of 25 MPa category A (UTG2), type S-C Brick Paving and thickness 60mm.
			A6.2.5.4 Concrete beams, kerbs and channelling	Prefabricated kerbing and channelling shall comply with the requirements of Section B3.3 of Chapter 3.
		A6.2.7	EXECUTION OF THE WORKS	
			A6.2.7.1 Preparing the underlying layers.	Import makeup material where required in accordance with Clause C4.4.2.1 and prepare the underlying layer in accordance with Clause C5.1.1. Also refer to the typical drawings in Volume 4 for more information.
			A6.2.7.4 Laying of the blocks.	The laying pattern for pedestrian walkways with recovered and new blocks shall be stretcher bond and dimensions as indicated on the Drawings in Volume 4.

PART C4: SITE INFORMATION

PART C4 SITE INFORMATION

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Information Only

All data and descriptions contained in this section of the Subcontract documents are given for information purposes only and cannot be interpreted as prescriptive or as an instruction despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the Subcontract documents, the latter take precedence.

C4.1 DESCRIPTION OF THE WORKS**C4.1.1 ROADWORKS**

This project, for the reconstruction of the N1 section 29 through the town of Musina, is located from Musina South (km 89.65) to Musina North (km 95.44) (total 5.79 km).

he N1 between km 89.550 and km 95.440 can be categorised as:

- a) urban between km 89.550 and km 91.700;
- b) the Musina Central Business District (CBD) between km 91.700 and km 93.900; and
- c) urban between km 93.900 and 95.440.

C4.1.1.1 GEOMETRY

The cross-section of the existing single carriageway road includes widths as summarised in the following table:

Table C4.1: Summary of existing cross-section

Km From	Km To	Northbound Widths (m)			Southbound Widths (m)		
		Parking / Shoulder	Outer Lane	Inner Lane	Inner Lane	Outer Lane	Parking / Shoulder
89.65	90.15	2.5	3.5	-	-	3.5	2.5
90.15	91.70	-	3.4 – 4.0 (ave. 3.7)	3.4 – 4.0 (ave. 3.7)	3.4 – 4.0 (ave. 3.7)	3.4 – 4.0 (ave. 3.7)	-
91.70	92.00	-	3.4 – 4.0 (ave. 3.7)	3.4 – 4.0 (ave. 3.7)	3.4 – 4.0 (ave. 3.7)	4.6 – 6.0	-
92.00	92.59	1.8 – 2.2 (ave. 2.0)	5.2 – 5.5 (ave. 5.4)	-	-	5.2 – 5.5 (ave. 5.4)	1.8 – 2.2 (ave. 2.0)
92.59	93.13	-	6.3 – 7.2 (ave. 6.6)	-	-	6.3 – 7.2 (ave. 6.6)	-
93.13	93.80	-	4.2 – 5.2 (ave. 4.4)	3.2 – 3.8 (ave. 3.4)	3.2 – 3.8 (ave. 3.4)	4.2 – 5.2 (ave. 4.4)	-
93.80	94.33	0.1 – 0.6 (ave. 0.5)	3.4 – 3.9 (ave. 3.6)	-	-	3.4 – 3.9 (ave. 3.6)	0.1 – 0.6 (ave. 0.5)
94.33	95.44	1.3 – 2.4 (ave. 2.0)	3.3 – 3.8 (ave. 3.5)	-	-	3.3 – 3.8 (ave. 3.5)	1.3 – 2.4 (ave. 2.0)

The final cross-section consists of a single carriageway that maintains the total existing road width (except at certain intersections), while establishing fixed lane widths in the various sections as summarised in the following table:

Table C4.2: Summary of final cross-section

Km From	Km To	Northbound Widths (m)			Southbound Widths (m)		
		Parking / Shoulder	Outer Lane	Inner Lane	Inner Lane	Outer Lane	Parking / Shoulder
89.65	90.15	2.0	3.7	-	-	3.7	2.0
90.15	92.00	0.15 – 0.17	3.5	3.5	3.5	3.5	0.15 – 0.17
92.00	92.59	2.0	5.0 – 5.5 (ave. 5.2)	-	-	5.0 – 5.5 (ave. 5.2)	2.0
92.59	92.78	-	7.0 – 7.5	-	-	7.0 – 7.5	-
92.78	93.20	-	3.3	3.2	3.2	3.3	-
93.20	93.50	0.5	3.5	3.5	3.5	3.5	0.5
93.50	93.80	0.5 (+2.5 Gravel)	3.5	3.5	3.5	3.5	0.5 (+2.5 Gravel)
93.80	94.33	0.5 (+2.5 Gravel)	3.7	-	-	3.7	0.5 (+2.5 Gravel)
94.33	95.44	Varies (ave. 1.5)	3.7	-	-	3.7	Varies (ave 1.5)

For the typical cross-sections refer to the drawings in Volume 4. Some road widenings at intersections are defined in the layout drawings in Volume 4.

Only the existing road surface width is to be re-instated with no vertical alignment adjustment required. Final road levels are to tie-in with adjacent road infrastructure such as kerbs and sidewalks. Final road levels are therefore not provided.

Several intersections and accesses are included along the route that must be maintained or improved to the final layout details included in the layout and road marking drawings in Volume 4. Improvement of intersections in general only require the re-configuration of lanes and adjustment of road marking layouts and signage.

C4.1.1.2 Drainage

Only limited repairs to inlet and outlet headwall and wingwall elements along with general clearing of the culverts and inlet and outlet areas are required as part of this project.

The repair and replacement requirements for the drainage elements summarised in Appendix 2 are made according to the visual condition or need for new pedestrian walkway. The removal and replacement of all concrete channels in front of existing kerbs will be undertaken regardless of whether the kerb should be replaced. Approximately 2 830m of various types of kerb and channel combinations are required along the route (1270 m replacement of existing kerbs and 1 560 m of new kerbs). A further 3 510 m of 300mm wide concrete channel along existing kerbs require replacement. Approximately 60 m³ of concrete drains and 210 m of concrete edge beams also require replacement at entrances throughout the central business district (CBD) of the town.

Five (5) collapsed kerb inlet structures where the urban drainage system is still functional require replacement. New outlets for kerb and channel combinations along pedestrian walkways are required as depressions in the walkways leading to open chutes at regular intervals as shown on the layout drawings in Volume 4. Isolated repairs are also required at eroded pipe downchutes along high fills.

C4.1.1.3 Pedestrians walkways

Only minor repairs are required in isolated areas for existing walkways. Approximately 2 300 m of new pedestrian walkways are required to formalise existing informal pedestrian paths. In addition to the Figure 3 kerb and channel combination at the front of the walkway included in Paragraph C4.1.1.2, approximately 2 300 m of Figure 10 backing kerbs will be required. The total area of new walkways to be constructed is approximately 4 740 m² and will be constructed with block paving. As indicated in the pricing schedule, part of the pedestrian walkways will be constructed with paving blocks recovered from road pavements while the remainder will be constructed with new paving blocks. The position and widths of the new pedestrian walkways are summarised in the following table:

Table C4.3: Summary of additional pedestrian walkways required

From km	To km	Length (m)	Width (m)	LHS / RHS
90.800	91.720	920	1.5	LHS
92.080	92.165	85	1.5	LHS
92.180	92.220	40	1.5	LHS
92.230	92.285	55	1.5	LHS
92.295	92.340	45	1.5	LHS
92.350	92.380	30	1.5	LHS
92.515	92.715	200	1.5	LHS
92.720	92.800	80	1.5	LHS
93.065	93.140	75	3.0	LHS
93.150	93.300	150	3.0	LHS
93.360	93.500	140	3.0	LHS
91.880	91.915	35	1.5	RHS
92.080	92.130	50	1.5	RHS
93.120	93.500	380	3.0	RHS
Total		2 285		

C4.1.2 PAVEMENT DESIGN

C4.1.2.3 Construction of pedestrian walkways:

Pedestrian walkways need to be reconstructed in areas summarised in Table C4.3. The following typical construction process is envisaged:

- a) Clear shoulders from any vegetation or debris.
- b) Import processed / screened material from stockpile (where suitable) as make-up where required.
- c) Rework the in-situ and imported material to reinstate a 150 mm thick underlying layer to the applicable walkway width and compact to 93% of MDD.
- d) Treat the prepared surface with approved herbicide in accordance with the project specifications.
- e) Construct new Figure 3 non-mountable kerbs and channels along the road edge and Figure 10 backing kerbs along the back of the walkway.
- f) Place the bedding sand in accordance with the project specifications.
- g) Lay the block paving (obtained from stockpile or commercial sources), compact and apply the jointing sand, all in accordance with the project specifications.

C4.2 DRAWINGS

The drawings that form part of the tender document are issued for tender purposes only.

The contractor will be supplied with one set of paper prints plus a CD containing all the construction documentation.

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

The levels given on bridge drawings are subject to confirmation on site, and the contractor shall submit all levels to the engineer for confirmation before he commences any structural construction work. It is the contractor's responsibility to check

C4.5 MANAGEMENT OF THE ENVIRONMENT

The contractor will be responsible for construction according to an environmental management plan in terms of Section C1000 Scope of Works.

The contractor must take the utmost care to minimise the impact of his establishment and other construction activities on the environment and must adhere to the requirements as set out in Section C of the Scope of Works. Where the contractor fails to adhere to these requirements the specifications in Section C of the Scope of Works provide the methodology and cost liability of remedy.

C4.6 TRAFFIC

C4.6.1 TRAFFIC DATA

The following table summarises the data collected from traffic counts carried out in 2019 at CTO stations along the N1 route before and after the Urban area of Musina (outside the limits of the project section):

Table C4.4(a): Summary of available traffic data

Section	Station (Site Name)	Site ID	Location	AADT	AADTT	% HV
N1/29X	Baobab Plaza 1 (P)	2540	Km 55.7	3994	1232	30.8
N1/29	ME Doreen (T)	P1372	Km 74.8	3530	1231	34.9
N1/29	TS Musina (T)	P1364	Km 86.8	4040	1286	31.8
P = Permanent Station			T = Temporary Station			

It was estimated that between 60% and 70% of traffic will deviate onto the N1 ring road when completed in the first half of 2021. An annual growth rate of 5.0% per annum would be applicable to both the ADT and ADTT volumes after the split of traffic onto the ring road.

A traffic study undertaken by Karabo Consulting (Pty) Ltd in 2011 indicated that link traffic within the Musina urban and CBD area is significantly higher than the traffic counts on the N1 depicted in Table C4.4(a). Applying the proposed traffic growth rates to the AADT values of the traffic study report, the AADT for the road sections can be summarised as follows:

Table C4.4(b): Summary of Musina Urban and CBD traffic

Section	Chainage	AADT	% HV
Urban	Km 89.550 to 91.700	3994 to 6696	20%
CBD	Km 91.700 to 93.900	14 436 to 15 247	8%
Urban	Km 93.900 to 95.440	4040 to 4106	17%

The figures reported in Table C4.4(b) relate to link volumes before implementation of the Musina Ring Road. It is estimated that between 2 400 and 2 800 of the AADT traffic within the Musina Urban and Musina CBD will divert onto the Ring Road by mid 2021.

A further study by Karabo Consulting in 2005 investigated access to and from side roads within the Musina CBD and urban area. Figure 1. depict an extract from the 2005 report categorising the access points in terms of the number of vehicles that take access to and from the side roads. Only major side roads were counted.

The Contractor must take cognisance of the traffic figures presented in planning and executing his traffic accommodation measures during Construction.

C4.9 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS 2014

Refer to Section E of the Scope of Works for general requirements in terms of the OH&S requirements as well as the baseline risk assessment.

C4.10 SAFETY PROCEDURES

The Contractor shall provide security measures at the Engineer's site offices and laboratories as well as the Engineer's site accommodation in accordance with the Items included under C1.4.8.

The Contractor shall provide all further security measures as he sees fit at no extra cost to the Employer. All associated costs shall be included in the rates for Items under C1.3.1.

C4.11 OTHER INFORMATION

C4.11.1 WATER FOR CONSTRUCTION

The onus will be on the Contractor to negotiate with farmers and authorities to obtain water and to determine the suitability of water for construction purposes. With the project area located in such a dry and hot part of the country, it is to be expected that the availability of water for road construction will be at a premium. Water can be obtained from municipal sources. Contact persons Mnr Mike Mthombeni, tel: 015 534 6100, email mikemt@musina.gov.za

C4.11.2 MATERIAL SOURCES

It is anticipated that most of the selected, subbase and gravel shoulder pavement material will be obtained from material recovered from the existing pavement structure, processed by screening.

Material for the construction of the G1 base layer, BTB Base, asphalt overlay, concrete and all aggregates will need to be obtained from commercial sources.

Table C4.6 contain details of commercial suppliers of crushed material that are located in and near Musina:

Table C4.6: Commercial Suppliers of Gravel Make-Up Material, Crushed Stone and Aggregate Material

Name	Address	Tel No.
Central Africa Crushers (CAC)	10 Harry Townsend Street, Musina, 0900	015 533 0324

C4.19

Wearne Aggregates	Plot 109, Rietvlei, Louis Trichardt	073 497 2380 / 082 330 7652
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- *The aforementioned Commercial suppliers indicated that they can produce a variety of materials. The quality of the various material types has not been verified and it remain the Contractor responsibility to confirm that the material complies with the requirements of the Contract.*

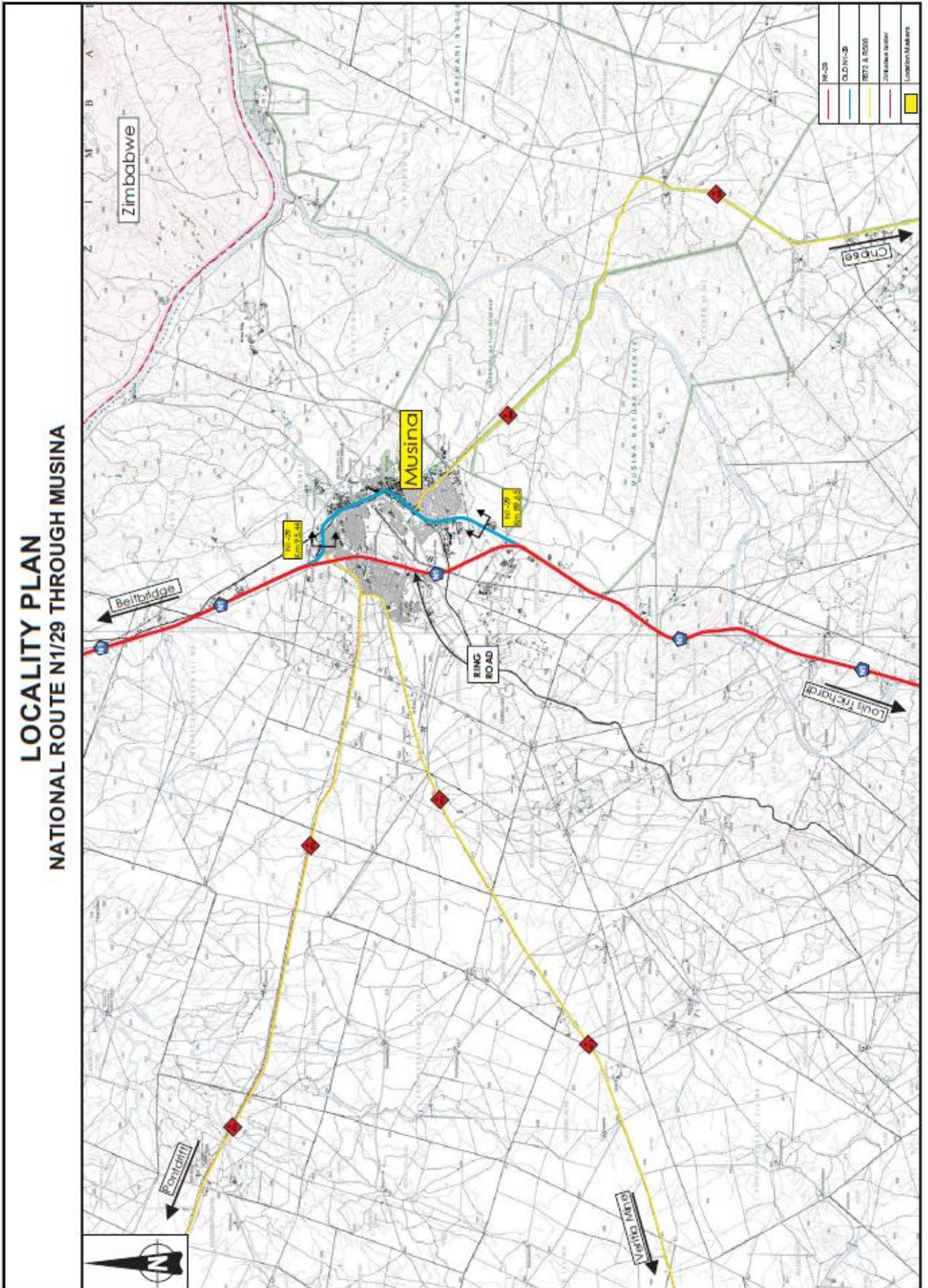
C4.11.3 SAND SOURCES

The sources named in Table C4.6 can also produce crushed sand.

C4.12 APPENDICES

Appendix 1: Locality Plan

APPENDIX 1: LOCALITY PLAN



PART C5: ANNEXURES

PART C5: ANNEXURES

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Note to tenderer:

The Annexure will include completed returnable schedules and correspondence which form part of the subcontract.

ANNEXURE 1: COPIES OF ALL ADDENDA ISSUED

ANNEXURE 2: FORM A3.1 (SBD4) - COMPULSORY DECLARATION

ANNEXURE 3: FORM A3.2 – REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

ANNEXURE 4: FORM A3.3 (SBD8) – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

ANNEXURE 5: FORM A6 (SBD2) – CERTIFICATE OF TAX COMPLIANCE

ANNEXURE 6: FORM A9 – CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

ANNEXURE 7: FORM A10 – REGISTRATION WITH CIDB

ANNEXURE 8: FORM A11 (SBD6.1) – TENDERER'S B-BBEE VERIFICATION CERTIFICATE

**ANNEXURE 9: FORM A12 – DECLARATION OF TENDERER’S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

ANNEXURE 10: CORRESPONDENCE RELATING TO PRICING DURING TENDER PERIOD

ANNEXURE 11: LETTER OF ACKNOWLEDGEMENT BY SUBCONTRACTOR

ANNEXURE 12: LETTER OF ACCEPTANCE BY CONTRACTOR

ANNEXURE 13: SUBCONTRACTOR PERFORMANCE REPORT