

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

SUBCONTRACT NO: *SC-138-01-10*
.....

**SUB-CONTRACT FOR THE MAINTENANCE OF
ELECTRICAL LIGHTING INFRASTRUCTURE
AND INSTALLATION OF LED LUMINAIRES**

**UNDER MAIN CONTRACR FOR THE ROUTINE
MAINTENANCE OF ELECTRICAL LIGHTING
INFRASTRUCTURE ON NATIONAL ROUTE N1
SECTION 20-21, N3 SECTION 12 AND N12
SECTION 18**

BASE DATE: JULY 2026

TENDER DOCUMENT VOLUME 3

DEVTECH RINKASE JV
14 Graphite Close
Driehoek
Germiston, 1401

DEVTECH RINKASE JV
P.O. BOX 145517
BRACKEN GARDENS, 1452

NAME OF TENDERER:



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

SUBCONTRACT SC-138-01-10

**SUB-CONTRACT FOR THE MAINTENANCE OF ELECTRICAL
LIGHTING INFRASTRUCTURE AND INSTALLATION OF LED
LUMINAIRES**

**UNDER MAIN CONTRACT FOR THE ROUTINE MAINTENANCE OF
ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE
N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18**

SUBCONTRACT DOCUMENT

SUBCONTRACT PACKAGE NO: SC-138-01-10

THIS DOCUMENT COMPILED BY:

Devtech Rinkase JV
14 Graphite Close
Driehoek
Germiston,
1401

Tel: 086 133 8832
Fax: 086 511 6290
Email: info@dev-tech.co.za

UNDER THE DIRECTION OF:

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

Tel: (012) 426 6200

Fax: (012) 348 1512

TABLE OF CONTENTS PAGE

PART T1: TENDERING PROCEDURES.....T1

PART T2: RETURNABLE SCHEDULES.....T2

PART C1: AGREEMENTS & CONTRACT DATA.....C1

PART C2: PRICING DATA.....C2

PART C3: SCOPE OF WORK.....C3

PART C4: SITE INFORMATION.....C4

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- VOLUME 1: Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999), published by the Fédération Internationale des Ingénieurs Conseils (FIDIC)
- VOLUME 2: Standard Specifications for Routine Road Maintenance, April 2019, issued by SANRAL SANS 1200: Standardized Specifications for Civil Engineering Construction (1990, including later editions and amendments), which the tender shall purchase himself.
SANS 10098-1:2007 or as per latest amendments for Standard public lighting.
SANS156 Edition 3.3 of 2007 as amended. SANS 10313 of 2018 Protection against lightning
SANS 60598-1:2014 Edition 6 IEC 60598-1:2014 General requirements and tests on lights.
SANS 10142-1 and SANS 10142-2 Part 2: Medium-voltage installations above 1 kV AC not exceeding 22 kV AC and up to and including 3 MVA installed capacity.
- VOLUME 3: Project Document.
- VOLUME 4: Contract Drawings.

Notes to Tenderer:

1. Volume 1 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 must be purchased by the tenderer.
• SANS Documents must be purchase by the tenderer
3. Volume 3 is issued at tender stage in electronic format on a CD and contains the following files:
 - The full Project Document in PDF format (excluding the standard conditions of tender)
 - The returnable forms in word format
 - The pricing data in excel format

The standard conditions of tender (SANS 10845-3) is obtainable from the South African Bureau of Standards
Private Bag X191, Pretoria, 0001
Tel: (012) 428 7911 Fax: (012) 344 1568 Website: www.sabs.co.za

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

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

4. SUBMISSION OF TENDER – Of the contract documents, only the following elements of Volume 3 needs to be submitted:

The following information on an electronic Flash drive or hard copy neatly bound:

The 1st file in pdf format which contains:

- Scanned copy of Form of Offer (pdf)
- Scanned copies of all returnable schedules and attachments (pdf)
- Scanned copy of Pricing Schedule (pdf)

Information provided by a tenderer over and above the above elements of Volume 3 shall be treated as information only and will only be bound into the document if the tenderer notes on Form A4: Schedule of Variations or deviations that the information has a bearing on the tender price.

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL X.002-138-2021/9
SUBCONTRACT PACKAGE NO: SC-138-01-10

**FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18**

TABLE OF CONTENTS	PAGE
PART T1: TENDERING PROCEDURES	T1.7
PART T2: RETURNABLE SCHEDULES.....	T2.1
PART C1: AGREEMENTS & CONTRACT DATA	C1.1
PART C2: PRICING DATA	C2.1
PART C3: SCOPE OF WORKS.....	C3.2
PART C4: SITE INFORMATION.....	C4.1

PART T1: TENDERING PROCEDURES

TABLE OF CONTENTS**PAGE**

T1.1	TENDER NOTICE AND INVITATION TO TENDER.....	T1.8
T1.2	TENDER DATA	T1.10

DEVTECH RINKASE JVCONTRACT SANRAL X.002-138-2021/9**SUBCONTRACT No. SC-138-01-10**

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: SC-138-01-10 3 MONTHS CONTRACT FOR CITY OF JHB METRO

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

DEVTECH RINKASE JV

SUBCONTRACT NO: **SC-138-01-10**

Devtech Rinkase JV invites tenders for THE SUBCONTRACTING WORKS FOR ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18 IN THE CITY OF JOHANNESBURG. The duration is Five (5) Months'. Regulation 25 (1B) will be applicable to this contract.

WORK PACKAGE NO: SC-138-01-10

SCOPE OF WORKS: MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE AND INSTALLATION OF LED LUMINAIRES

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

Devtech Rinkase JV invites tenders from experienced EME/QSE subcontractors for Contract SANRAL X.002-138-2021/9 routine maintenance of electrical lighting infrastructure on national route N1 section 20-21, N3 section 12 and N12 section 18 on behalf of Devtech Rinkase JV in accordance with the requirements of The South African National Roads Agency SOC Limited (SANRAL). This project is in the province of Gauteng and in the **City of Johannesburg**.

Subcontractors are required for the following subcontracts:

MAIN CONTRACT NO:	PACKAGE	Scope:	Duration:
X.002-138-2021/9	SC-138-01-10	Maintenance of electrical lighting infrastructure and installation of led luminaires	3 Months Package

The approximate duration is 3months. CIDB Regulation 25 (1B) will be applicable to this contract.

Only tenderers who are at **least 51% Black owned**, who is an **EME/EME start up** or **QSE** and meet the definition of a Targeted Enterprise as defined in C3.2.2.5 are eligible to tender.

Only tenderers that meet all the eligibility criteria under clause 4.1.1 of the Tender Data will be considered.

Only tenderers who meet the minimum functionality score as stated in clause 5.11.9 will be evaluated further on price and preference.

It is estimated that tenderers should have a CIDB contractor grading designation as indicated in the table below:

Works Packages	CIDB requirement	Detailed Scope of Works
SC-138-01-10	1EP	- Excavations for Electrical Installations. - Welding and strapping of light pole access covers. - Removal of Concrete Debris related to electrical and lighting infrastructure. - Replacement of HPS Luminaires with LED Luminaires - Luminaire Repairs and Components Replacement.

T1.9

The tenderers attention is drawn to clause 4.1.1 of the Tender Data for each work package 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 be accepted.

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

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

A tenderer's representative cannot represent more than one tenderer at the compulsory meeting.

SUBCONTRACT TENDER DOCUMENTS

Tender documents are available at no cost in electronic format and may be collected at Devtech Rinkase JV offices or downloaded from <https://www.dev-tech.co.za>. Tenderers must have access to Microsoft Office © 2013 and Acrobat Adobe © 9.0, or similar compatible software to open and print the document.

TENDER DELIVERY OR TENDER BOX LOCATION:

The physical address for collection of tender documents is Devtech, 14 Graphite Close, Driehoek, Germiston, 1401. The tender will be opened and available for collection from **31 July 2026 during the hours 09:00 to 15:00 (Monday to Friday)**. Tenderers are to schedule an appointment for the collection of documents by contacting mikes@dev-tech.co.za

All submissions must be hand delivered to the tender box at the following addresses: only hard copies shall be accepted.

Devtech Rinkase JV
14 Graphite Close
Driehoek,
Germiston

Additional Tender Drop-off Zones in the Regional Offices

Region A	Reception ,Ground floor ,300 15th road, Randjies Park , Midrand
Region B	Ground floor ,ACA Grans building , 35 Symons road, Auckland Park
Region C	Roodepoort Civic Centre, 100 Christiaan de Wet Road, Florida Park.
Region D	Walk-in centre, Ground floor reception, 1 Koma road, Jabulani Civic Centre, Jabulani ,Soweto
Region E	Ground floor , 1st floor , Building one, 137 Daisy street, Sandton
Region F	Ground floor , C.J Cronje building, 80 Loveday street, Johannesburg
Region G	Chris Hani sport complex, Ext 4, Orange Farm
Region G	Point 2-Lenasia Civic centre, 1 Rose avenue , Lenasia

Tender Closing Date and Time: 19 August 2026, 11:00am

TENDERERS' BRIEFING

Noncompulsory briefing session shall be conducted as follows:

Date: 06 August 2026, 10h00am to 12h00pm

Devtech Rinkase JV offices (14 Graphite Close, Driehoek, Germiston). It is compulsory that tenderers familiarize themselves with the contents of the presentation.

SUBMISSION OF FORM A1.1

Failure to submit this certificate by the 13 August 2026 would results in the tenderer not receiving addenda or additional issued information and may results in the tenderer being nonresponsive.

TENDER OPENING

The tender opening will be done at 14h00 on 22 August 2026. A link for the tender opening will be sent to all tenders who submitted the Form A1.1. Results of the tender opening will be published on the website of Devtech: <https://www.dev-tech.co.za>.

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3:2015 Edition 1.

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

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
2.1	Wherever reference is made in the documentation to bill of quantities it shall also mean pricing schedule.
3.1	The Main Contractor is Devtech Rinksae JV The Contractor's <i>domicilium citandi et executandi</i> (permanent physical business address) is: 14 Graphite Close Driehoek, Germiston The Contractor's address for communication relating to this project is: 14 Graphite Close Driehoek, Germiston mikes@dev-tech.co.za Where in the standard conditions of tender (SANS 10845-3:2015) reference is made to “the Employer”, it shall mean “the Contractor” as defined above. Main Contract Details: Contract Number: X.002-138-2021/9 Employer: The South African National Roads Agency SOC Limited Engineer: DBI Construction The Contractor: Devtech Rinkase JV The Conditions of Contract for the Main contract is: “Conditions of Contract for Building and Engineering Works designed by the Employer” (1999) published by International Federation of Consulting Engineers (FIDIC) (Red book).
3.2	The tender documents issued by the Contractor comprise: Part T1: Tendering Procedures • T1.1 Tender Notice and Invitation to tender (White) • T1.2 Tender data (Pink) Part T2: Returnable documents • T2.1 List of returnable documents (Yellow) • T2.2 Returnable schedules (Yellow)

	Part C1: Agreements and contract data • C1.1 Form of Offer and Acceptance (Yellow) • C1.2 Contract data (Yellow) Part C2: Pricing data • C2.1 Pricing instructions (assumptions) (Yellow) • C2.2 Pricing Schedules/Bill of quantities (Yellow) Part C3: Scope of work (Blue) Part C4: Site information (Green) Part C5: Annexure (White)
3.4	The language for communications is English. The Contractors' contact details is: 14 Graphite Close Driehoek, Germiston 1401 <u>mikes@dev-tech.co.za</u>
3.5	The tender process may be cancelled if: a) Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation; b) Funds are no longer available to cover the total envisaged expenditure; c) No acceptable tender is received; or d) There is a material irregularity in the tender process The period of six months shall not apply.
4.1.1	Only those tenderers who satisfy the following criteria are eligible to submit tenders. If the tenderer fails to meet any of the eligibility criteria, he will be given 5 calendar days to become compliant. If the tenderer fails to submit the requested information in the required timeframe, his tender shall be deemed non-compliant. a) CIDB registration Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a EP class of construction work. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 21 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires. Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are eligible to have their tenders evaluated.

Category of tender	Upper limits per CIDB Regulation 17	Contractor's allowable margins (Incl. VAT)
EP 1	R0.5m	The Main Contractor will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted
EP 2	R1m	
EP 3	R3m	
EP 4	R6m	
EP 5	R10m	
EP 6	R20m	
EP 7	R60m	
EP 8	R200m	
EP 9	Unlimited	

This contract is classified in terms of CIDB Regulation 25(1B), and the value of the contract may, for the purpose of CIDB Regulation 25(1), be taken at its annual value. (Annual Value = Contract Value / 3 Years)

Joint Ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

b) National Treasury Central Supplier Database

Tenderers, or in the event of a joint venture, each member of the joint venture, be registered on the National Treasury Central Supplier Database at the closing date for tender submissions.

c) Local content

(i) Steel

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

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

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Lighting Poles, Masts and structures	100%

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

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

(ii) Electrical and telecommunication cables

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

	<table border="1"> <thead> <tr> <th data-bbox="392 147 922 203">Electrical Cables: Cables used for power transmission Products</th><th data-bbox="922 147 1461 203">Stipulated minimum threshold</th></tr> </thead> <tbody> <tr> <td data-bbox="392 203 922 241">Low Voltage 90%</td><td data-bbox="922 203 1461 241">Low Voltage 90%</td></tr> <tr> <td data-bbox="392 241 922 280">Low Cost Reticulation 90%</td><td data-bbox="922 241 1461 280">Low Cost Reticulation 90%</td></tr> <tr> <td data-bbox="392 280 922 309">Medium & High Voltage 90%</td><td data-bbox="922 280 1461 309">Medium & High Voltage 90%</td></tr> </tbody> </table> Excluded in the designation are mainly primary steel, copper, aluminium, polyvinyl chloride (PVC), cross-linked polyethylene (XLPE), aramid yarn, and optical fibre used for fabrication of cable products. This is to encourage local manufactures to seek the best global competitive prices for primary materials hence the competitive imported materials used in the manufacture of cables will be deemed to have been sourced locally for the purposes of calculating local content. The tenderer shall complete the Declaration Certificate for Local Production and Content (Form A3.5) and the Local Content Declaration: Summary Schedule (Form A3.6) for each product. Failure to meet the stipulated minimum threshold for local production and content will render the tender non-responsive. d) Criteria for preferential procurement Only tenderers who are at least 51% Black owned, who is an EME/EME start up or QSE and meet the definition of a Targeted Enterprise as defined in C3.2.2.5 are eligible to tender. The tenderer shall submit a valid B-BBEE certificate or Sworn Affidavit in compliance with Tender Data 5.11.8 as proof of eligibility. Failure to satisfy the above eligibility criteria is a breach of the Conditions of Tender and as such, may result in a non-eligible tender.	Electrical Cables: Cables used for power transmission Products	Stipulated minimum threshold	Low Voltage 90%	Low Voltage 90%	Low Cost Reticulation 90%	Low Cost Reticulation 90%	Medium & High Voltage 90%	Medium & High Voltage 90%
Electrical Cables: Cables used for power transmission Products	Stipulated minimum threshold								
Low Voltage 90%	Low Voltage 90%								
Low Cost Reticulation 90%	Low Cost Reticulation 90%								
Medium & High Voltage 90%	Medium & High Voltage 90%								
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of condition of tender 5.8.								
4.7	The arrangements for a tenderer's briefing meeting is: Non-electronic briefing meeting The onus rests with the tenderer to ensure that the person viewing the tenderer's briefing on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting. The signatures on the duly completed and signed Form A1 shall be considered proof that the tenderer viewed the whole briefing and was available to hear all directives and clarifications given in the briefing.								
4.8	Request clarifications at least 10 working days before the closing time.								
4.9	No insurance will be provided by the Sub Contractor.								
4.10	Tenderers are required to state the rates and prices in Rand.								
4.12	Alternative tender offers will not be considered.								
4.13.1	Only the following needs to be submitted: a) Volume 3 – PAPER BASED SUBMISSION -Form of Offer (paper copy) -All returnable schedules (paper copy) -Pricing Schedule/ Bill of Quantities (paper copy) -Completed Pricing Schedule (paper copy) Alternative offers will not be considered. In the event of any discrepancy between the contents of the electronically priced schedule (if								

	applicable), the printout 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.
4.13.4	Tenderers are required to submit all certificates as listed in the Schedule of Tender Compliance (Form D1).
4.13.5	Submit only the signed original tender offer. Place and seal the completed tender document in an envelope clearly marked "TENDER" and bearing the Contractor's name, the contract number and description, the tenderer's authorized representative's name, the tenderer's postal address and contact telephone numbers. The Contractor's address for delivery of tender offers and identification details to be shown on each tender offer package are: TENDER CLOSING TIME: 11:00 on Wednesday, 19 August 2026. FOR SUBCONTRACT <u>SANRAL SC-138-01-10</u> FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18 CONTRACTOR: 14 Graphite Close Driehoek, Germiston 1401 086 133 8832 mikes@dev-tech.co.za <u>TENDERER:</u> Name Physical address Tenders must be submitted during office hours (08:00 to 15:30) Monday to Friday at the Contractor's address. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Contractors tenders received register.
4.15	The closing time for submission of tender offers is 11:00 on Wednesday, 19 August 2026.
4.16.1	The tender offer validity period is 90days.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: - withdraws his tender; - gives notice of his inability to execute the contract in terms of his tender; or - fails to comply with a request made in terms of 4.17, 4.18 or 5.9, such tenderer shall be barred from tendering on any of the Contractor's future tenders for a period to be determined by the Contractor, but not less than six (6) months, from the date of tender closure. 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.
4.18	Any additional information requested under this clause must be provided within five (5) working days of date of request.
5.1	The Contractor shall respond to clarifications received up to seven (7) working days before tender closing time.
5.2	The Contractor shall issue addenda until five (5) working days before tender closing time.
5.4	The time and location for opening of the tender offers shall be: Time: 14:00 on Wednesday, 19 August 2026. Venue: 14 Graphite Close Driehoek, Germiston 1401 Link on MS Teams will be sent out to all tenders who submitted the A1.1 Form
5.5	The minimum percentages of evaluation points for functionality is not less than 75% .
5.7	Prior to disqualification, the Contractor shall inform the subcontractor and give the subcontractor an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the subcontractor should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years. In the event of disqualification, the 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.
5.9	Arithmetical errors, omissions, discrepancies, and imbalanced unit rates Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the bill of quantities shall govern. Check responsive tender offers for: - the gross misplacement of the decimal point in any unit rate. - omissions made in completing the pricing schedule or bills of quantities; or - arithmetical errors in: - line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or - the summation of the prices. - imbalanced unit rates. Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers. Where the tenderer elects to confirm the errors, omissions, or re-balancing of imbalanced rates the tender offer shall be corrected as follows: - 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. - Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. - 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.

	Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.																											
5.11.1	The procedure for the evaluation of responsive tenders is Method 3. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.																											
5.11.7	The value of W_1 is: 1) 90 where the financial value inclusive of VAT of the lowest responsive tender offer received has a value in excess of R50,000,000.00; or 2) 80 where the financial value inclusive of VAT of the lowest responsive tender offer received equals or is less than R50,000,000.00. A is the number calculated using the formula: $A=(1-(P-P_m)/P_m)$ Where: P is the comparative offer of the tender offer under consideration; and P_m is the comparative offer of the most favorable comparative offer. In the event that the calculated value is negative, the allocated score shall be 0 (zero).																											
5.11.8	Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's B-BBEE status level of contributor measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003), as amended and will be allocated according to the Preferential Procurement Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below: <table><tr><th>B-BBEE Status Level of Contributor</th><th>Number of points for financial value up to and including R50,000,000</th><th>Number of points for financial value above R50,000,000</th></tr><tr><td>1</td><td>20</td><td>10</td></tr><tr><td>2</td><td>18</td><td>9</td></tr><tr><td>3</td><td>14</td><td>6</td></tr><tr><td>4</td><td>12</td><td>5</td></tr><tr><td>5</td><td>8</td><td>4</td></tr><tr><td>6</td><td>6</td><td>3</td></tr><tr><td>7</td><td>4</td><td>2</td></tr><tr><td>8</td><td>2</td><td>1</td></tr></table> Eligibility for preference points is subject to the following conditions: 1. A tenderer's scorecard shall be a B-BBEE Certificate issued in accordance with: - the Amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry. - in the event that the Measured Entity operates in more than one sector or a sub-sector,	B-BBEE Status Level of Contributor	Number of points for financial value up to and including R50,000,000	Number of points for financial value above R50,000,000	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1
B-BBEE Status Level of Contributor	Number of points for financial value up to and including R50,000,000	Number of points for financial value above R50,000,000																										
1	20	10																										
2	18	9																										
3	14	6																										
4	12	5																										
5	8	4																										
6	6	3																										
7	4	2																										
8	2	1																										

	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; and 2. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form A11(SBD6.1); and 3. 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 accompanied with an audited financial statement of the year concerned 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 4.15); and 4. Compliance with any other information requested to be attached to Returnable Schedule Form A11(SBD6.1); and 5. In the event of a joint venture (JV), a project-specific consolidated B-BBEE verification certificate in the name of the JV must be issued by a verification agency accredited by the South African National Accreditation System (SANAS) shall be submitted, and 6. If a tenderer claims a preference score without submitting an acceptable verification certificate(s) and/or all the information in compliance to Returnable Schedule Form A11(SBD6.1), the tender will be declared non-responsive; and 7. In the event of failure to submit a valid verification certificate(s) and/or all the information in compliance to Returnable Schedule Form A11(SBD6.1), the sanctions of Tender Data 4.1.1 will be applied.
5.11.9	The minimum number of evaluation points for functionality is not less than 75. The evaluation/scoring methodology will be as per Clause C3.2.3.
5.13.	The conditions stated in clauses 5.13(a) to (f) of the Conditions of Tender as well as the following additional clauses 5.13(g) to (j) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) and as compelling and justifiable reasons in terms of Conditions of Tender clause 5.11: g) the tenderer or any of its directors is not listed on National Treasury's Register of Tender Defaulters or Restricted Suppliers, or the Employer's database, in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as a tenderer or person prohibited from doing business with the public sector; h) the tenderer has not abused the Employer's supply chain management system; and i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect; j) the tenderer is tax compliant. The recommended tenderer who becomes non-compliant, prior to award, shall be notified and must become compliant within seven (7) working days of the date of being notified. A recommended tenderer who remains non-compliant after the seven (7) working days of being notified, shall be declared non-responsive.
5.17	The number of paper copies of the signed contract to be provided by the Contractor is one (1).
5.19	All requests from tenderers shall be in writing.
ADDITIONAL CONDITIONS OF TENDER CLAUSES:	
Clause Number	Data
3.7	Jurisdiction 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.
	Tender Evaluation The sub-contractor shall be evaluated based on (1) Eligibility, (2) Functionality, (3) Price and Preference, and (4) Compliance.

	Eligibility Tenderers shall be checked for their eligibility to tender for the advertised subcontract packages based on the following eligibility criteria: - Proof that the Tenderer is registered on National Treasury's CSD (the Tenderer must be on the signed off Targeted Enterprise Database). - The Tenderer's B-BBEE contributor level; and - The Tenderer's entity status, i.e. being a EME or QSE.																																																																																																																																					
	Functionality Functionality shall be scored based on: • Locality (project area(City of Johannesburg)); • CIDB grade and class (1EP); and • Designated Groups, e.g. woman, youth, etc. <table><tr><th colspan="2">CIDB Package Category</th><th>1EP</th><th>2EP</th><th>3EP</th><th>4EP</th><th>5EP</th><th>6EP</th></tr><tr><th colspan="2">Typical Package Value</th><th colspan="2">Up to R 1 mill</th><th colspan="2">R 1 mill to R 6 mill</th><th colspan="2">R 6 mill to R 20 mill</th></tr><tr><td rowspan="5">Locality</td><td>Tenderer is based in the preferred town(s).</td><td>50</td><td>45</td><td>40</td><td>35</td><td>30</td><td>25</td></tr><tr><td>Tenderer is based outside the preferred town(s) but in the Local Municipality.</td><td>30</td><td>25</td><td>20</td><td>20</td><td>20</td><td>20</td></tr><tr><td>Tenderer is based outside the Local Municipality, but in the District Municipality</td><td>20</td><td>15</td><td>15</td><td>15</td><td>15</td><td>15</td></tr><tr><td>Tenderer is based outside the District Municipality, but in the Province.</td><td>0</td><td>0</td><td>10</td><td>10</td><td>10</td><td>10</td></tr><tr><td>Tender is based outside the Province, but in the RSA.</td><td>0</td><td>0</td><td>0</td><td>5</td><td>5</td><td>5</td></tr><tr><td rowspan="6">CIDB Grading</td><td>Tenderer is registered as a CIDB 1</td><td>30</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td></tr><tr><td>Tenderer is registered as a CIDB 2</td><td>15</td><td>35</td><td>0</td><td>0</td><td>0</td><td>0</td></tr><tr><td>Tenderer is registered as a CIDB 3</td><td>5</td><td>20</td><td>40</td><td>0</td><td>0</td><td>0</td></tr><tr><td>Tenderer is registered as a CIDB 4</td><td>0</td><td>10</td><td>25</td><td>45</td><td>0</td><td>0</td></tr><tr><td>Tenderer is registered as a CIDB 5</td><td>0</td><td>5</td><td>15</td><td>30</td><td>50</td><td>0</td></tr><tr><td>Tenderer is registered as a CIDB 6 and higher</td><td>0</td><td>5</td><td>10</td><td>20</td><td>35</td><td>55</td></tr><tr><td rowspan="2">Designated</td><td>Tenderer is 51%+ owned by black people who are youth.</td><td>5</td><td>5</td><td>5</td><td>5</td><td>5</td><td>5</td></tr><tr><td>Tenderer is 51%+ owned by black people who are women.</td><td>5</td><td>5</td><td>5</td><td>5</td><td>5</td><td>5</td></tr><tr><td rowspan="2"></td><td>Tenderer is 51%+ owned by black people with disabilities.</td><td>5</td><td>5</td><td>5</td><td>5</td><td>5</td><td>5</td></tr><tr><td>Tenderer is 51%+ owned by black people who are military veterans.</td><td>5</td><td>5</td><td>5</td><td>5</td><td>5</td><td>5</td></tr><tr><td></td><td>Maximum Total Points</td><td>100</td><td>100</td><td>100</td><td>100</td><td>100</td><td>100</td></tr></table> NB: Tenderers must score a minimum of 75% for functionality and Tenderers that do not obtain the threshold shall not be further evaluated.	CIDB Package Category		1EP	2EP	3EP	4EP	5EP	6EP	Typical Package Value		Up to R 1 mill		R 1 mill to R 6 mill		R 6 mill to R 20 mill		Locality	Tenderer is based in the preferred town(s).	50	45	40	35	30	25	Tenderer is based outside the preferred town(s) but in the Local Municipality.	30	25	20	20	20	20	Tenderer is based outside the Local Municipality, but in the District Municipality	20	15	15	15	15	15	Tenderer is based outside the District Municipality, but in the Province.	0	0	10	10	10	10	Tender is based outside the Province, but in the RSA.	0	0	0	5	5	5	CIDB Grading	Tenderer is registered as a CIDB 1	30	0	0	0	0	0	Tenderer is registered as a CIDB 2	15	35	0	0	0	0	Tenderer is registered as a CIDB 3	5	20	40	0	0	0	Tenderer is registered as a CIDB 4	0	10	25	45	0	0	Tenderer is registered as a CIDB 5	0	5	15	30	50	0	Tenderer is registered as a CIDB 6 and higher	0	5	10	20	35	55	Designated	Tenderer is 51%+ owned by black people who are youth.	5	5	5	5	5	5	Tenderer is 51%+ owned by black people who are women.	5	5	5	5	5	5		Tenderer is 51%+ owned by black people with disabilities.	5	5	5	5	5	5	Tenderer is 51%+ owned by black people who are military veterans.	5	5	5	5	5	5		Maximum Total Points	100	100	100	100	100	100
CIDB Package Category		1EP	2EP	3EP	4EP	5EP	6EP																																																																																																																															
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	Tenderer is based outside the Local Municipality, but in the District Municipality	20	15	15	15	15	15																																																																																																																															
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	Tender is based outside the Province, but in the RSA.	0	0	0	5	5	5																																																																																																																															
CIDB Grading	Tenderer is registered as a CIDB 1	30	0	0	0	0	0																																																																																																																															
	Tenderer is registered as a CIDB 2	15	35	0	0	0	0																																																																																																																															
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	Tenderer is registered as a CIDB 4	0	10	25	45	0	0																																																																																																																															
	Tenderer is registered as a CIDB 5	0	5	15	30	50	0																																																																																																																															
	Tenderer is registered as a CIDB 6 and higher	0	5	10	20	35	55																																																																																																																															
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	Tenderer is 51%+ owned by black people who are military veterans.	5	5	5	5	5	5																																																																																																																															
	Maximum Total Points	100	100	100	100	100	100																																																																																																																															
	Compliance Check The highest scoring tenderer for each subcontract package shall be checked for compliance with respect to the following criteria: • Proof that the Tenderer is compliant with the COID Act (excl. CIDB 1EP and 2EP).																																																																																																																																					

T1.19

	• Proof that the Tenderer is tax compliant. If the highest scoring tenderer fails to meet any of the compliance criteria, he will be given seven (7) calendar days to become compliant. If the highest scoring tenderer fails to submit the requested compliance information in the required timeframe, he shall be deemed non-compliant, and the evaluator shall check the second highest tenderer for compliance. This process is repeated until a compliant tenderer has been identified
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PART T2: RETURNABLE SCHEDULES

TABLE OF CONTENTS

PAGE

T2.1	LIST OF RETURNABLE DOCUMENTS.....	T2.3
T2.2	RETURNABLE SCHEDULES.....	T2.4

T2.1 LIST OF RETURNABLE DOCUMENTS

Notes to tenderer:

1. Returnable documents have been based on the SANS Standard Conditions of Tender for Construction Procurement and incorporate National Treasury requirements contained in their Standard Bidding Document (SBD) within them.

Returnable documents are separated into the following categories:

- (i) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A to C).
 - (ii) A list of all returnable documents for completion by the tenderer (Form D1).
2. Failure to submit fully completed relevant returnable documents may render such a tender offer non-responsive.
3. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
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 Employer 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 authorized signatory.

PART 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:	CERTIFICATE CONFIRMING THAT THE TENDERER READ THE PRESENTATION	
FORM A1.1:	CERTIFICATE OF 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 A2.4:	DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	
FORM A2.5:	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	
FORM A3.1 (SBD4):	COMPULSORY DECLARATION	CONTRACT
FORM A3.2 (SBD9):	CERTIFICATE OF INDEPENDENT TENDER	CONTRACT
FORM A3.3 (SBD8):	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	CONTRACT
FORM A3.4:	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	CONTRACT
FORM A3.5 (SBD6.2):	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	CONTRACT
FORM A3.6:	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)	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 STATUS	CONTRACT
FORM A7:	TENDERER'S 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	CONTRACT
FORM A11 (SBD6.1):	PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION	CONTRACT
FORM A12:	REGISTRATION WITH CIDB	CONTRACT
FORM B1:	SCHEDULE OF WORK EXPERIENCE	
FORM B2:	SCHEDULE OF CONTRACTOR'S EQUIPMENT	
FORM C1:	CONTRACTOR'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

TABLE OF CONTENTS**PAGE**

FORM A1: CERTIFICATE OF ATTENDANCE AT SITE VISIT AND/ READ THE PRESENTATION	T2.6
FORM A1.1: CERTIFICATE OF INTENTION TO SUBMIT A TENDER	T2.7
FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY	T2.8
FORM A2.2: CERTIFICATE OF SINGLE TENDER SUBMISSION.....	T2.9
FORM A2.4: DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	T2.12
FORM A2.5: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION.....	T2.2.15
FORM A3.1 (SBD4)COMPULSORY DECLARATION	T2.16
FORM A3.2 (SBD9):CERTIFICATE OF INDEPENDENT TENDER	T2.21
FORM A3.3 (SBD8):DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	T2.23
FORM A3.4: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE.....	T2.25
FORM A3.5 (SBD6.2):DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
FORM A3.6: LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C).....	T2.31
FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER.....	T2.35
FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	T2.36
FORM A6 (SBD2)CERTIFICATE OF TAX COMPLIANCE	T2.37
FORM A7: TENDERER'S BANK DETAILS	T2.38
FORM A8: SCHEDULE OF CURRENT COMMITMENTS.....	T2.39
FORM A9: CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAINJURIES AND DISEASES ACT, 1993	T2.40
FORM A10: REGISTRATION WITH CIDB	T2.41
FORM A11 (SBD6.1):PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION	T2.42
FORM B1: SCHEDULE OF WORK EXPERIENCE	T2.43
FORM B2: SCHEDULE OF CONTRACTOR'S EQUIPMENT.....	T2.44
FORM C1: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS.....	T2.45
FORM D1: SCHEDULE OF TENDER COMPLIANCE.....	T2.46

FORM A1: CERTIFICATE OF TENDERER'S BRIEFING

DEVTECH RINKASE JV

SANRAL X.002-138-2021/9

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: X.002-138-2021/9 SC-138-01-10

This is to certify that I,

.....

representative of (tenderer)

of (address)

.....

telephone number

read the presentation of the tenderer's briefing scope conducted compiled by the Contractor.

TENDERER'S REPRESENTATIVE (Signature)

SIGNED BY TENDERER:

FORM A1.1: CERTIFICATE OF INTENTION TO SUBMIT A TENDER**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10**FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18**SUBCONTRACT PACKAGE NO: SC-138-01-10****Notes to Tenderer:**

1. The duly completed certificate of intention to submit a tender must be submitted by whoever intends to tender for this particular tender within seven (7) days from the date the tender is advertised. Failure to submit the certificate of intention to tender within the required period may render the tenderer non-responsive and the Contractor does not accept responsibility for any communication not received by the tenderer timeously.
2. Late notification of intention to tender by a prospective tenderer will not necessarily result in the tender closing date being extended.
3. Should you intend to submit a tender for this particular tender please sign the certificate, scan and email the completed document to the email address indicated in T1.1 of this tender document.
4. The Contractor 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 Date

(Signature)

FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY**DEVTECH RINKASE JV**

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10**FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10****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:**
 - (i) **authority for signatory;**
 - (ii) **undertaking to formally enter into a joint venture contract should an award be made to the joint venture; and**
 - (iii) **name of designated lead member of the intended joint venture, as required by condition of tender 4.13.2.**
3. **The resolution below is given as an example of an acceptable format for authorization, but submission of this page with the example completed shall not be accepted as authorization 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**SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18**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**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10****Notes to tenderer:**

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

DECLARATION

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

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

SIGNATURE:

DATE:

NAME:

POSITION:

FORM A2.3: CERTIFICATE OF FRONTING PRACTICES**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10****Fronting Practices**

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

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

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

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

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

Responsibility to Report Fronting

In order to effectively deal with the scourge of Fronting, verification agencies, and/or procurement officers and relevant decision makers are encouraged to obtain a signed declaration from the clients or entities that they verify or provide business opportunities to, which states that the client or entity understands and accepts that the verification agency, procurement officer or relevant decision maker may report Fronting practices to the

BB-BEE Commission . Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to the dti. SANRAL or its appointed agent has every right to embark on an investigation of fronting with regards to any potential service provider. In this regard, SANRAL is entitled to request any further information, interview and any documentation from the respective potential service provider prior to any award. (This statement is for internal use)

Fronting Indicators

• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
• The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
• The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
• There is no significant indication of active participation by black people identified as top management at strategic decision-making level;

• An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;
• An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
• An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;
• The enterprise displays evidence of circumvention or attempted circumvention;
• An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
• An enterprise obtains loans, not linked to the good faith share purchases or enterprise development initiatives, from a related person at an excessive rate; and
• An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.

DECLARATION

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

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

SIGNATURE:

DATE:

NAME:

POSITION:

FORM A2.4: DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS

DEVTECH RINKASE JV

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: SC-138-01-10

Notes to Tenderer:

1. In line with a policy on Domestic Prominent Influential Persons (DPIP's), Foreign Prominent Public Officials (FPPO's) and Foreign Influential Nationals (FIN's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of the Employer is concerned. This is done to mitigate the Employer's perceived association, reputational, operational or legal risk, as it strives to foster and maintain fair and transparent business relations. (This policy is available on the Employer's website: www.sanral.co.za)
2. It is compulsory that all prospective and existing tenderers conducting the business with the Employer, who potentially meet the definition of DPIP's, FPPO's or FIN's, complete this form by supplying credible information as required and submit together with their tender document.
3. Tenderers are required at the tender stage to declare any DPIP's, FPPO's or FIN's involved in their tenders, as part of their submission.
4. Further, that tenderers shall at the tender stage furnish the Employer of all information relating to namely, shareholders names, identity numbers and share certificates of the individual and/or transaction concerned using the form below, for verification purposes, including where applicable, confirmation as it relates to:
 - i. Knowledge of any offence within the meaning of Chapter 2, Section 12 and 13 of Prevention and Combating of Corrupt Practices Act No 4 of 2006; and/or
 - ii. Knowledge of any offence within the meaning of Chapter 3 of Prevention of Organised Crime Act No 121 of 1998 as it relates to any of the shareholders, directors, owners and/or individual link to the tenderer.
5. Tenderers undertake that should it be discovered that the information provided in the table below is fraudulently or negligently misrepresented, then Chapter 9, Section 214 and 216 of Companies Act No 17 of 2008 shall apply to shareholders, directors, owners and/or individual link to the tenderer.
6. Should the tenderer fail to declare or supply the Employer with credible information in the prescribed form, the tender may be rendered invalid.
7. Should the Employer, in the process of conducting verification and investigation of information supplied by the tenderer find out that the information poses a reputational risk, the tender shall be rendered invalid.
8. The following definitions shall apply:
 - i. "Board" means the Board of Directors or the Accounting Authority of the Employer.
 - ii. "Business relationship" means the connection formed between the Employer and external stakeholders for commercial purposes.
 - iii. "DD" means Due Diligence.
 - iv. "Domestic Prominent Influential Person" means an individual who holds an influential position, including in an acting position for a period exceeding 6 (six) months, or has held at any time in the preceding 12 (twelve) months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
 - v. "DPIP" means a Domestic Prominent Influential Person.
 - vi. "Family members and known close associates" means immediate family members and known close associates of a person in a foreign or domestic prominent position, as the case may be, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
 - vii. "Foreign Influential National" means an individual who is not a South African citizen or does not have a permanent residence permit issued in terms of the Immigration Act No 13 of 2002, who possesses personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.

- viii. “Foreign Prominent Public Official” means (as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017) an individual who holds or has held at any time in the preceding 12 (twelve) months, in any foreign country a prominent public function.
 - ix. “FPPO” means a Foreign Prominent Public Official.
 - x. “Improper influence” means personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
 - xi. “The Employer” means the South African National Roads Agency SOC Limited (SANRAL) with registration number 1998/009584/30.
 - xii. “Senior Management” means the Executive Committee or its individual members.
9. A separate declaration is required from each DPIIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIIP, FPPO and Fin from each of the Joint Venture (JV) members, is required.

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

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

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

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

Reporting Person/s:

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

DECLARATION / UNDERTAKING BY THE TENDERER

I, the undersigned, declare that:

1. the information furnished on this declaration form is true and correct.
2. I accept that, any action may be taken against me should this declaration prove to be false.

Signature:

Name:

Position:

Date:

Name of Tenderer:

FORM A2.5: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION

DEVTECH RINKASE JV

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: SC-138-01-10

Notes to tenderer

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

I, (name), the undersigned in my capacity as

..... (position), on behalf of

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

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

.....
SIGNATURE

.....
DATE

FORM A3.1 (SBD4): COMPULSORY DECLARATION

DEVTECH RINKASE JV

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10

**FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18**

WORK PACKAGE NO: SC-138-01-10

Notes to tenderer:

1. Any legal person, including persons employed by the State, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this tender. In view of possible allegations of favoritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the tenderer or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where:

- (i) the tenderer is employed by the State; and/or
- (ii) the legal person on whose behalf the tender document is signed, has a relationship with person/s who are involved in the evaluation and/or adjudication of the tender, or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the tender.

2. Definitions:

2.1 "State" means:

- (i) 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);
- (ii) any municipality or municipal entity.
- (iii) provincial legislature.
- (iv) National Assembly or the National Council of Provinces; or
- (v) Parliament.

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

3. If the tenderer is a joint venture, a declaration is required from each member of the joint venture.

Section 1: Enterprise details

Name of enterprise	
Contact person	
E-mail	
Telephone	
Cell	
Fax	
Physical address	
Postal address	

Company / Close Corporation registration number	
---	--

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

CIDB Registration number	
--------------------------	--

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

[illegible]

Attach separate page if necessary.

FORM A3.1 (SBD4): COMPULSORY DECLARATION (continued)**Section 6: Record in the service of the state:**

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

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

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

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

Insert separate page if necessary.

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

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

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

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

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary.

FORM A3.1 (SBD4): COMPULSORY DECLARATION (continued)**Section 8: Record of termination of previous contracts with an organ of state**

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

☐ Yes ☐ No (tick appropriate box)

If yes, provide particulars:

--

Insert separate page if necessary

Section 9: Declaration

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

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

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

.....
 Signature (duly authorised)

.....
 Date

.....
 Position Name of Enterprise

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

FORM A3.1 (SBD4): COMPULSORY DECLARATION (continued)

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.

NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.

NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.

NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

FORM A3.2 (SBD9): CERTIFICATE OF INDEPENDENT TENDER**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10****Notes to tenderer:**

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

Declaration

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

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

- c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit, or not to submit, a tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competitions Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No 89 of 1998) and/or may be reported to the National Prosecuting Authority for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) or any other applicable legislation.

Signature:

Name:

Position:

Date:

Name of tenderer:

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

DEVTECH RINKASE JV

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: SC-138-01-10

Notes to tenderer:

1. This declaration:
 - (i) must form part of all tenders submitted: and
 - (ii) if the tenderer is a joint venture, a declaration is required from each member of the joint venture.
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 has:
 - (i) abused the institution's supply chain management system;
 - (ii) committed fraud or any other improper conduct in relation to such system; or
 - (iii) failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

4.1	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? 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 parlem</i> rule was applied. 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.	Yes ☐	No ☐
4.1.1	If Yes, furnish particulars:		
4.2	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, 2004 (Act No 12 of 2004)? 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.	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:		

DECLARATION

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:

Position:

Date:

Name of tenderer:

FORM A3.4: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**DEVTECH RINKASE JV**

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10**FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10**

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. Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

CSD Master Registration Number (Supplier Number):

Supplier Commodity:

Delivery Location:

SIGNED BY TENDERER:

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

DEVTECH RINKASE JV

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: SC-138-01-10

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:211 as follows:

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

Where:

x is the imported content in Rand

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

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

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel value-added construction material products	
Fabricated Structural Steel	100%
Electrical cable material products	
Low Voltage 90%	90%
Low-Cost Reticulation 90%	90%
Medium & High Voltage	90%

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

YES		NO		<i>Tick applicable box</i>
------------	--	-----------	--	----------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on 28 April 2021.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: SC-138-01-10

ISSUED BY: DEVTECH RINKASE JV

N.B.:

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

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

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

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

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

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

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

e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are

not verifiable as described in SATS 1286:2011, may result in the Procurement Authority/Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No 5 of 2000).

SIGNATURE:

DATE:

WITNESS No. 1:

WITNESS No. 2:

FORM A3.6: LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)**DEVTECH RINKASE JV**

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10**FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10**

C1	Tender No.:										
C2	Tender Description:										
C3	Designated Product(s):										
C4	Tender Authority:										
C5	Tendering Entity Name:										
C6	Tender Exchange Rate:	Pula	P		EU	€		GBP	£		

**Note: VAT to
be excluded
from all
calculations**

		Calculation of Local Content						Tender Summary			
Tender Item No.'s	List of Items	Tender Price Each (Excl. VAT)	Exempted Imported Value	Tender Value Net of Exempted Imported Content	Imported Value	Local Value	Local Content % (Per Item)	Tender Qty	Total Tender Value	Total Exempted Imported Content	Total Imported Content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total Tender Value R

(C21) Total Exempt Imported Content R

(C22) Total Tender value net of exempt imported content R

(C23) Total Imported Content R

(C24) Total Local Content R

(C25) Average Local Content % of tender %

Signature of tenderer from Annexure B:
(SATS 1286.2011)

Date:

ANNEXURE D: IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEXURE C**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10**

(D1)	Tender No.:											Note: VAT to be excluded from all calculations
(D2)	Tender Description:											
(D3)	Designated Product(s):											
(D4)	Tender Authority:											
(D5)	Tendering Entity Name:											
(D6)	Tender Exchange Rate:	Pula	P			EU	€			GBP	£	

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

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

(D45) Total imported value by 3rd party											R0

C. Imported by a 3rd party and supplied to the Tenderer

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

D. Other foreign currency payments

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

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

Date:

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

This total must correspond with Annex C - C 23

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

DEVTECH RINKASE JV

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: SC-138-01-10

(E1)	Tender No.:		Note: VAT to be excluded from all calculations
(E2)	Tender Description:		
(E3)	Designated Product(s):		
(E4)	Tender Authority:		
(E5)	Tendering Entity Name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annexure B:
(SATS 1286.2011)

Date:

FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10**

PAGE	DESCRIPTION

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

SIGNED BY TENDERER:

FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENT**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.		
	Date	Title or Details

SIGNED BY TENDERER:

FORM A6 (SBD2): CERTIFICATE OF TAX COMPLIANCE STATUS**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10**

The tenderer shall complete the declaration below.

I, (name)
 the undersigned in my capacity as (position)
 on behalf of (name of company)
 herewith grant consent that SARS may disclose to the 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.

.....
SIGNATURE.....
DATE

SIGNED BY TENDERER:

FORM A7: TENDERER'S BANK DETAILS**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10****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 FSB) which declares how he conducts his account and confirms that the Tenderer has the financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated for the subject contract. Failure to provide the required letter with the tender submission may render the tenderer's offer non-responsive and it will not be considered.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

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

SIGNED BY TENDERER:

FORM A8: SCHEDULE OF CURRENT COMMITMENTS**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10****Notes to tenderer:**

1. The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 10 contracts and 10 tenders. If a tenderer's actual commitments or potential commitments are greater than 10 each, those listed should be in descending order of expected final contract value or sum tendered.

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

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

SIGNED BY TENDERER:

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

DEVTECH RINKASE JV

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: SC-138-01-10

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 did not submit COID documentation at the time of tender, it shall be a condition of award of subcontract as contained in the letter of acceptance*
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 Joint Venture shall comply with the above requirements.

SIGNED BY TENDERER:

FORM A10: REGISTRATION WITH CIDB**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10**

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 4.1.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

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

Name of Contractor:

Contractor Grading Designation:.....

CIDB Contractor Registration Number:.....

Registration expiry date:

SIGNED BY TENDERER:

FORM A11 (SBD6.1): PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION**DEVTECH RINKASE JV**SUBCONTRACT SANRAL X.002-138-2021/9 SC-138-01-10FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ONNATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18WORK PACKAGE NO: SC-138-01-10**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.
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 4.15).
3. In the event of a joint venture (JV), a project specific consolidated B-BBEE verification certificate in the name of the JV shall be attached, as well as a valid B-BBEE verification certificate for each member of the JV on which the JV certificate was calculated.
4. The attached verification certificate and the associated assessment report shall comply with the requirements of Tender Data clause 5.11.8 and shall identify:
 - (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the verification certificate.
 - (e) A unique identification number.
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
 - (h) The category (Generic, QSE, Exempt) in which the tenderer has been measured.
 - (i) The B-BBEE status level.
 - (j) The South African National Accreditation System (SANAS) logo on the verification certificate once verification agencies have been accredited.
 - (k) The B-BBEE procurement recognition level.
 - (l) The score achieved per B-BBEE element.
 - (m) The % black shareholding.
 - (n) The % black women shareholding.
 - (o) The % black persons with disabilities shareholding
 - (p) The % black youth shareholding
 - (q) The % black people living in rural or underdeveloped areas or townships shareholding
 - (r) The % black military veterans shareholding
 - (s) The value added status of the tenderer.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form.

SIGNED BY TENDERER:

FORM B1: SCHEDULE OF WORK EXPERIENCE**DEVTECH RINKASE JV**

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10**FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10**

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

SIGNED BY TENDERER:

FORM B2: SCHEDULE OF CONTRACTOR'S EQUIPMENT**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10**

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

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

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

PLANT AND EQUIPMENT TYPE	NUMBER TO BE USED ON THIS PROJECT	DATE OF MANUFACTURE	AVAILABILITY (State either I, O or H)

SIGNED BY TENDERER:

FORM C1: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9. SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10****Note to tenderer:**

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

Should the extended and combined total tendered for:

The Contractor's general obligations:

C3.2.1.1.1 : Fixed obligations (capped at 5.0% of tender amount)

C3.2.1.1.2 : Time-related obligations (capped at 10.0% of tender amount)

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

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

Total tendered for Items C3.2.1.1 expressed as a percentage of the tender sum (excluding VAT):.....%

SIGNED BY TENDERER:

FORM D1: SCHEDULE OF TENDER COMPLIANCE**DEVTECH RINKASE JV****SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10****FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****WORK PACKAGE NO: SC-138-01-10**

FORM NO / SBD NO	FORM DESCRIPTION	TICK IF COMPLETED
FORM A1:	CERTIFICATE CONFIRMING THAT THE TENDERER READ THE PRESENTATION	
FORM A2.1:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
FORM A2.2:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A2.3:	CERTIFICATE OF FRONTING PRACTICES	
FORM A2.4:	DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	
FORM A2.5:	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	
FORM A3.1 (SBD4):	COMPULSORY DECLARATION	
FORM A3.2 (SBD9):	CERTIFICATE OF INDEPENDENT TENDER	
FORM A3.3 (SBD8):	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
FORM A3.4:	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
FORM A3.5 (SBD6.2):	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
FORM A3.6:	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)	
FORM A4:	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
FORM A5:	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
FORM A6 (SBD2):	CERTIFICATE OF TAX COMPLIANCE STATUS	
FORM A7:	TENDERER'S 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	
FORM A11 (SBD6.1):	PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION	
FORM B1:	SCHEDULE OF WORK EXPERIENCE	
FORM B2:	SCHEDULE OF CONTRACTOR'S EQUIPMENT	
FORM C1:	CONTRACTOR'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

TABLE OF CONTENTS	PAGE
C1.1 FORMS OF OFFER AND ACCEPTANCE	C1.3
C1.1.1 FORM OF OFFER	C1.3
C1.1.2 FORM OF ACCEPTANCE.....	C1.5
C1.1.3 APPENDIX TO FORM OF ACCEPTANCE	C1.7
C1.2 CONTRACT DATA	C1.8
C1.2.1 CONDITIONS OF CONTRACT	C1.9
C1.2.2 CONTRACT DATA - INFORMATION PROVIDED BY THE CONTRACTOR	C1.17
C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE SUB CONTRACTOR....	C1.22

C1.1 FORMS OF OFFER AND ACCEPTANCE**C1.1.1 FORM OF OFFER**

Sir/Madam

SUBCONTRACT NO. SANRAL X.002-138-2021/9 SC-138-01-10
FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: SC-138-01-10

1. I/we, by signing this forms of offer acknowledge it is the equivalent of the Letter of Subcontractors Offer as defined in clauses 1.1.10 in the “Conditions of Subcontract for Construction for Building and Engineering Works designed by the Employer” (2011), published by 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 contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender and the conditions of contract identified in the contract data.

A. PRICE OFFERED

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

B. 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 5.11.8. 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.

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

SUBCONTRACT NO. SANRAL X.002-138-2021/9 SC-138-01-10

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: SC-138-01-10

ACCEPTANCE OF OFFER

1. It is our pleasure to inform you that the Contractor accepts your offer in the amount of R (_____). including VAT but excluding CPA, and any contingent sum not in the priced schedule) for a contract period of 5 months and with a Base date of September 2024.
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 Contractors 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. A SARS compliance check has been done on you and you are found to be compliant.
8. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:
 - i. Fully completed and signed Form C 1.3.1.
 - ii. Proof that you are registered and in good standing with the compensation fund or with a licensed compensation insurer, this is a condition of award of subcontract.
 - iii. A completed Form of Banking Details

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

C1.6

9. 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.
10. The Commencement Date is
11. 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.

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

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

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

C1.1.4 TAX COMPLIANCE

DEVTECH RINKASE JV

SUBCONTRACT

SANRAL X.002-138-2021/9 SC-138-01-10

**FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18**

WORK PACKAGE NO: SC-138-01-10

Note:

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

The Contractor shall complete the declaration below.

I, (name)
the undersigned in my capacity as (position)
on behalf of
..... (name of company)
herewith grant consent that SARS may disclose to Devtech Rinkase JV 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:

C1.2 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.

TABLE OF CONTENTS	PAGE
1.1 DEFINITIONS	C1.13
1.3 SUBCONTRACT INTERPRETATION	C1.13.
1.5 PRIORITY OF SUBCONTRACT DOCUMENTS	C1.13
1.7 JOINT AND SEVERAL LIABILITY UNDER THE SUBCONTRACT	C1.14
1.9 SUBCONTRACT AGREEMENT	C1.14
1.12 DETAILS TO BE CONFIDENTIAL	<u>C1.14</u>
2.1 SUBCONTRACTORS' KNOWLEDGE OF THE CONTRACTOR	C1.14
3.2 ACCESS TO THE SITE	C1.14
4.1 SUBCONTRACTOR'S GENERAL OBLIGATIONS	C1.15
4.2 SUBCONTRACT PERFORMANCE SECURITY	C1.15
6.4 SUBCONTRACTOR'S REPRESENTATIVE	C1.15
6.5 RATES OF WAGES AND CONDITIONS OF LABOUR	C1.15
6.6 WORKING HOURS	C1.15
6.7 HEALTH AND SAFETY	C1.15
6.8 SUBCONTRACTORS' PERSONNEL	C1.16
8.8 COMMENCEMENT OF SUBCONTRACT WORKS	C1.16
8.4 EXTENSION OF SUBCONTRACT TIME FOR COMPLETION	C1.16
8.7 SUBCONTRACT DAMAGES FOR DELAY	C1.16
10.2 TAKING OVER SUBCONTRACT WORKS	C1.17
11.3 PERFORMANCE CERTIFICATE	C1.17
13.3 REQUEST FOR PROPOSAL FOR SUBCONTRACT VARIATION	C1.17
14.1 THE SUBCONTRACT PRICE	C1.17
14.2 SUBCONTRACT ADVANCE PAYMENT	C1.17
14.6 INTERIM SUBCONTRACT PAYMENTS	C1.17
14.7 PAYMENT OF RETENTION MONEY UNDER THE SUBCONTRACT	C1.17
14.8 FINAL SUBCONTRACT PAYMENT	C1.17
14.9 DELAYED PAYMENT UNDER THE SUBCONTRACT	C1.17
14.11 SUBCONTRACT CURRENCIES OF PAYMENT	C1.17
15.5 NOTICE TO CORRECT UNDER THE SUBCONTRACT	C1.17
16.1 SUBCONTRACTOR'S ENTITLEMENT TO SUSPEND WORK	C1.18
18.1 SUBCONTRACTOR'S OBLIGATION TO INSURE	C1.18
18.2 INSURANCE ARRANGED BY THE CONTRACTOR AND / OR THE EMPLOYER ..	C1.18
20.4 SUBCONTRACT DISPUTES	C1.18

C1.10

20.5	APPOINTMENT OF A SUBCONTRACT DAB	C1.18
20.6	OBTAINING A SUBCONTRACT DAB'S DECISION	C1.18
20.7	SUBCONTRACT ARBITRATION	C1.18

PART A: CONDITIONS OF SUBCONTRACT FOR CONSTRUCTION - FIDIC AMENDMENTS

Up to May 2021 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.

SUBJECT INDEX

Index	Clause		Clause
Appendix to Subcontractors Offer definition	1.1.3	Subcontractor's entitlement to suspend work	16.1
Contractors Letter of Acceptance definition	1.1.6	Subcontractor's obligation to insure	18.1
Letter of Subcontractors' Offer definition	1.1.10	Insurance arranged by the contractor	18.2
Bill of Quantities definition	1.1.18	Subcontract disputes	20.4
Subcontract Specification definition	1.1.29	Appointment of a subcontract DAB	20.5
Cost definition	1.1.40	Obtaining a Subcontract DAB's decision	20.6
Targeted Enterprise definition	1.1.41	Subcontract arbitration	20.7
BP definition	1.1.42		
Subcontractors' Base Date definition	1.1.43		
Day definition	1.1.44		
Priority of subcontract documents	1.5		
Notices, consents, approvals, certificates, confirmations, decisions and determinations	1.6		
Joint and several liability under the subcontract	1.7		
Subcontract agreement	1.9		
Subcontractors' knowledge of the contractor	2.1		
Access to the site	3.2		
Subcontractor's general obligations	4.1		
Subcontract performance security	4.2		
Subcontractor's representative	6.4		
Rates of wages and conditions of labour	6.5		
Working hours	6.6		
Health and safety	6.7		
Subcontractors' personnel	6.8		
Commencement of subcontract works	8.1		
Extension of subcontract time for completion	8.4		
Subcontract damages for delay	8.7		
Taking over subcontract works	10.2		
Performance certificate	11.3		
Request for proposal for subcontract variation	13.3		
The subcontract price	14.1		
Subcontract advance payment	14.2		
Interim subcontract payments	14.6		
Payment of retention money under the subcontract	14.7		
Final subcontract payment	14.8		
Delayed payment under the subcontract	14.9		
Subcontract currencies of payment	14.11		
Notice to correct under the subcontract	15.5		

PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF SUBCONTRACT FOR CONSTRUCTION (FIDIC)

1.1 DEFINITIONS

Replace 1.1.3 with:

“Appendix to the Subcontractors’ 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:

“Contractors Letter of Acceptance” means 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 Subcontractors’ Offer” means 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 Work 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 “Targeted Enterprise” is defined in C3.2.2.5 of the Scope of Works

1.1.42 “BP” means Black People as defined in Part C3 Scope of Work.

1.1.43 “Subcontractors’ Base Date” means the date 28 days prior to the latest date for submission of the subcontract tender.

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

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:

- (a) *the Forms of Offer and Acceptance*
- (b) *the Appendix to the Subcontractor’s Offer;*
- (c) *the Particular Conditions of Subcontract and Annexes, except any part of any Annex that is referred to elsewhere in the listed Priority of Subcontract documents*
- (d) *the General Conditions of Subcontract*

- (e) the Subcontract Specification (Scope of Works (Part C3))
- (f) the Subcontract Drawings,
- (g) the Standard Specifications,
- (h) the Pricing Schedule (Pricing Data (Part C2)); and
- (i) the Schedules and any other documents forming part of the Subcontract."

1.6. NOTICES, CONSENTS, APPROVALS, CERTIFICATES, CONFIRMATIONS, DECISIONS AND DETERMINATIONS

Add the following 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:

"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 the Contractors Form 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 Subclause 15.3 [Payment after Termination of the Main Contract] shall be due 28 days after the Parties' discharge from the Subcontract."*

Add the following Sub-Clauses:

2.1 SUBCONTRACTORS' KNOWLEDGE OF THE CONTRACTOR

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".

4.1 SUBCONTRACTOR'S GENERAL OBLIGATIONS

In the 1st line of the 1st paragraph delete the word "design".

In the 3rd line of the 1st paragraph delete the following words "design by the Subcontractor of".

In the 1st line of the 2nd paragraph delete the following words "save as specified in Annex D".

In the 4th line of the 2nd paragraph delete the word "design".

4.2 SUBCONTRACT PERFORMANCE SECURITY

Delete this Sub-clause

6.4 SUBCONTRACTOR'S REPRESENTATIVE

Add the following paragraph at the end of this Sub-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 Sub-clause:

6.5 RATES OF WAGES AND CONDITIONS OF LABOUR

The Subcontractor shall utilize Labour and Targeted Labour from the Target Area(s) as stated in the Main Contract, utilizing 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 tender shall also apply."

Add the following Sub-clause:

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 Subcontractors 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 the Health and Safety Specifications provided by the Contractor, as well as all legal requirements as stipulated in the Occupational Health and Safety Act, Act 85 of 1993, including all Regulations related thereto and any additional legal Regulations and Directives that are published from time to time."

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6.8 SUBCONTRACTORS' 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 Contractors Personell or the Employer's Personnel in breach of Sub-Clause 6.2 [Persons in the Service of Others]."*

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."

8.4 EXTENSION OF SUBCONTRACT TIME FOR COMPLETION

Replace the word "Contractor" with "Engineer" in the last sentence of the last paragraph.

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”.

11.3 PERFORMANCE CERTIFICATE

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

13.3 REQUEST FOR PROPOSAL FOR SUBCONTRACT VARIATION

Add the following paragraph:

“The Contractor shall obtain the approval of the Employer, in writing, prior to issuing an instruction to execute a Variation.

14.1 THE SUBCONTRACT PRICE

Delete the 2nd paragraph and replace with Main Contract Sub-clause 14.1 (c) to (d) and add the following new sub-clause (e):

“(e) the Subcontractor shall submit to the Contractor within 14 days of receiving a written request for a full breakdown of all rates. The Contractor may take account of the breakdown when evaluating claims and making determinations.”

14.2 SUBCONTRACT ADVANCE PAYMENT

Delete this Sub-clause.

14.6 INTERIM SUBCONTRACT PAYMENTS

In the 1st line of the 1st paragraph, delete “70” and insert “14”.

In the last line of the 4th paragraph, delete “70” and insert “14”.

14.7 PAYMENT OF RETENTION MONEY UNDER THE SUBCONTRACT

In the 1st line of the 1st paragraph, delete “the Subcontractors’ offer” and replace with “tender”.

In the 4th and 5th line of the 1st paragraph, delete “the Contractor has received payment from the Employer” and replace with “completion of the subcontract works”.

In sub-clause (a) replace “28” with “14”.

In sub-clause (b) replace “40%” with “50%”.

14.8 FINAL SUBCONTRACT PAYMENT

In the 3rd paragraph, replace “56” with “14”.

14.9 DELAYED PAYMENT UNDER THE SUBCONTRACT

Delete this sub-clause.

14.11 SUBCONTRACT CURRENCIES OF PAYMENT

Delete this sub-clause.

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."

16.1 SUBCONTRACTOR'S ENTITLEMENT TO SUSPEND WORK

In sub-paragraph (i) after "Sub-Clause 14.6 (Interim Subcontract Payments)" add the following "and the Subcontractor does not receive such outstanding payment from the Contractor".

18.1 SUBCONTRACTOR'S OBLIGATION TO INSURE

In the 1st line of the 2nd paragraph, delete "Provided always that"

18.2 INSURANCE ARRANGED BY THE CONTRACTOR AND / OR THE EMPLOYER

Delete this sub-clause.

20.4 SUBCONTRACT DISPUTES

In the last line of the 2nd paragraph, delete the semi-colon and sub-paragraph (a) and (b).

In the 1st line of sub-paragraph (c), delete "the Subcontractor"

In the 1st line of the 3rd paragraph after the words "Provide that", delete the entire paragraph and replace with:

"the Main Contractor notifies that the dispute involves an issue which is/ are also involved in a dispute between the Contractor and the Employer under the Main Contract".

Delete the 1st and 2nd line of the 4th paragraph.

20.5 APPOINTMENT OF A SUBCONTRACT DAB

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

Delete paragraph 3 and replace with "The appointed 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."

20.6 OBTAINING A SUBCONTRACT DAB'S DECISION

In the 1st paragraph delete the 3rd, 4th, 5th and 6th line.

20.7 SUBCONTRACT ARBITRATION

In the 1st paragraph replace the 3rd and 4th line with:

"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)."

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

1. This form is the equivalent of the Appendix to the Subcontractors' 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/ Main Contractor	means Devtech Rinkase JV The Contractor's address to be used for this contract is: Physical address: Devtech Rinkase JV 14 Graphite Close Driehoek, Germiston 1401 Tel: 086 133 8832 Email: mikes@dev-tech.co.za Postal address: PO Box 145517 Bracken Gardens 1452
1.1.7	Contractor's Subcontract Representative	Mike Shivambu
1.1.9	Engineer	means DBI Construction The Engineer's address to be used for this contract is: Physical address: 4 Pieter Street, Highveld Techno Park, Centurion
1.1.10	Main Contract	means Contract: SANRAL X.002-138-2021/9 FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18 Particulars of the main contract are attached in Part A of Annex A.
1.1.16	Subcontract	means the agreement between the Parties comprising the document listed in Sub-clause 1.5, Priority of Subcontract Documents
1.1.21	Subcontract Defects Notification Period	6 months
1.1.31	Subcontract Time for Completion	5 months from the Commencement Date or to the Completion Date of the Main Contract.
1.4	Subcontract	Communications between the parties shall be from the

C1.2.18

	Communications	Subcontractor through to the Contractor to the Engineer and the Employer. The addresses for communication with the Contractor shall be: Contractor: Physical address: 14 Graphite Close Driehoek, Germiston 1401 Tel: 086 133 8832 Email: mikes@dev-tech.co.za Postal address: PO Box 145517 Bracken Gardens 1452																																											
PCC 4.2	Subcontract Performance Security	Not applicable to this contract																																											
PCC 6.5	Rates of Wages and Conditions of Labour	The Contractor shall be registered with the Bargaining Council for the Electrical Industry (Government Notice R.260 – Part 1) and rates for Wages and Conditions of labour agreed by the Bargaining Council for the Electrical Industry shall apply except where a specific industry publishes its own wage rates and Conditions of Labour..																																											
PCC 6.6	Working Hours	Special non-working days are the designated public holidays (including all foreseeable statutory declared election days)																																											
PCC 8.1	Commencement of Subcontract Works	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	Not applicable.																																											
13.5	Subcontract Adjustments for Changes in Cost	Statistical Releases published by Statistics South Africa																																											
	<table><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><tr><td>x = 0,15</td><td>Fixed</td><td></td><td></td><td></td></tr><tr><td>a = 0,35</td><td>Labour (L)</td><td>Province of Gauteng</td><td>P0141</td><td>A</td></tr><tr><td>b = 0,10</td><td>Equipment (E)</td><td>Electrical Engineering Plant</td><td>P0151.1</td><td>4</td></tr><tr><td>c = 0,45</td><td>Material (M)</td><td>Electrical Engineering Street lighting infrastructure material</td><td>P0151.1</td><td>6</td></tr><tr><td>d = 0,10</td><td>Fuel (F)</td><td>Diesel (Coal and Petroleum products)</td><td>P0142.1</td><td>1</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>					TABLE OF ADJUSTMENT DATA					Coefficient	Resource	Definition	Publication	Table	x = 0,15	Fixed				a = 0,35	Labour (L)	Province of Gauteng	P0141	A	b = 0,10	Equipment (E)	Electrical Engineering Plant	P0151.1	4	c = 0,45	Material (M)	Electrical Engineering Street lighting infrastructure material	P0151.1	6	d = 0,10	Fuel (F)	Diesel (Coal and Petroleum products)	P0142.1	1					
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d = 0,10	Fuel (F)	Diesel (Coal and Petroleum products)	P0142.1	1																																									
13.6	Subcontract Dayworks	Not required (Dayworks provided for in the Pricing Schedule).																																											
PCC 14.6	Percentage of Retention	5% of the Value of Completed Work																																											
PCC 14.7	Limit of Retention Money	(For EP1) R50,000.00 5% of the Value of Completed Work																																											

C1.2.19

14.11	Subcontract Currencies of Payment	South African Rand (ZAR)
14.2	Total Subcontract Advance Payment	0% of Accepted Subcontract
14.2	Number, Timing and proportions of instalments of advance payment	Not applicable
PCC 14.6	Minimum Amount of Interim Payment Certificate	R30,000.00
PCC 18	Subcontract Insurance	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 works. The subcontractor will also be liable for payment of applicable excess and any additional cost arising from each claim.
PCC 20.5	Appointment of the subcontract DAB	The Subcontract DAB shall comprise of 1 (one) member only.

ANNEX A: PARTICULARS OF THE MAIN CONTRACT

PART A		
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:	DBI Construction Physical address: 4 Pieter Street, Highveld Techno Park, Centurion
	Legal form of Engineer:	Company
	Name and address of Contractor:	Devtech Rinkase JV 14 Graphite Close Driehoek, Germiston 1401
	Legal form of Contractor:	Company
2.	MAIN CONTRACT COMMENCEMENT DATE	
	Contract Commencement Date:	01 April 2022
3.	TIME FOR COMPLETION	
	Times for Completion under the Main Contract	
	(a) Section Times for Completion:	30 November 2026
	(b) Time for Completion:	3 months
4.	DESCRIPTION OF WORKS UNDER THE MAIN CONTRACT	
	Times for Completion under the Main Contract	
	(a) The Site is Located:	FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18
	(b) The Main Works Comprise:	Refer to Clause C3.1.2.2 Nature of Work in Part C3 Scope of Works, in Main Contract
5.	CONDITIONS OF THE MAIN CONTRACT	
	The Conditions of the Main Contract are based on 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.	
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	C2.2 Pricing Schedule
		C2.3 Summary of Pricing Schedule
PART B		
	Exclusions	None

C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER**Note to Tenderer:**

This form is the equivalent of the Appendix to Subcontractors' offer as defined in Sub-clause 1.1.3 of the FIDIC Conditions of Subcontract, 2011

1. FIDIC CONDITIONS OF SUBCONTRACT**1.a Clause 1.4: Subcontract Communications**

The subcontractor is:

Physical address:

.....

Telephone:

Facsimile:

E-mail:

1.b Clause 6.4: Subcontractors' Representatives

The authorized and designated representative of the Subcontractor is:

Name:

The Labour-Intensive Construction (LIC) Supervisor is:

Name:

The two Trade Tested Welders are

Name:

Name:

2. INFORMATION REQUIRED FOR PUBLICATION OF TENDER RESULTS

Name of Directors	Appointment Date	Designation

SIGNED BY TENDERER:

C1.3 OTHER STANDARD FORMS

C1.3.1 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014

This AGREEMENT made at.....

on this the..... day of.....in the year.....between

Devtech Rinkase JV (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. SANRAL X.002-138-2021/9 SC-138-01-10

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: *SC-138-01-10*

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 contract.
2. This Agreement shall hold good from its commencement date, to either:
 - (a) the date of the Performance Certificate issued in terms of sub-clause 11.3 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 contract, or
 - (b) the date of termination of the contract 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 contract, the Mandatory agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.

5. The 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 MANDATORY:.....

WITNESS:

NAME (IN CAPITALS):

C1.3.2 FORM OF BANKING DETAILS**Notes to Subcontractor:****1. The Contractor applies an Electronic Funds Transfer system for all payments.**

To:

Dear Sir/Madam

SUBCONTRACT NO. SANRAL X.002-138-2021/9 SC-138-01-10

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: SC-138-01-10

BANKING DETAILS

By signing this document, we accept the following:

- The banking details submitted are those of 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

DATE:

PART C2: PRICING DATA

TABLE OF CONTENTS

PAGE

C2.1	PRICING INSTRUCTIONS	C2.3
C2.2	PRICING SCHEDULE	C2.5

C2.1 PRICING INSTRUCTIONS

- C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of the Standard Specifications as amended in the Scope of Works.
- C2.1.2 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are detailed in the Standard Specifications.
- C2.1.3 For the purposes of the Bill of Quantities, the following words shall have the meanings hereby assigned to them.
- | | |
|------------------|---|
| Unit: | The unit of measurement for each item of work as defined in the Standard Specifications or the Scope of Works. |
| Quantity: | The number of units of work for each item. |
| Rate: | The payment per unit of work for which the Contractor tenders to do the work. |
| Amount: | The product of the quantity and the rate tendered for an item. |
| Lump Sum: | An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units. |
| Prime cost: | Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the Contractor's overhead charges and profit in providing the item or services. |
| Provisional Sum: | A sum (if any) which is specified in the contract as a provisional sum, for the execution of any part of the works or the supply of plant, materials or services under sub-clause 13.5 (Provisional sums). |
- C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- C2.1.5 It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information standards).
- C2.1.6 The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items, and include all duties, taxes (except Value Added Tax) and other levies payable by the Contractor. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.1.8 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.

C2.4

- C2.1.9 The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
- C2.1.10 Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
- C2.1.11 The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- C2.1.12 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications.
- C2.1.13 A printout of the entire completed Bill of Quantities must be signed and attached to the tender as well as an electronic copy of the priced Bill of Quantities. In the event of any discrepancy between the signed printed copy, and the electronically submitted copy, the tender rates in the signed copy will govern (Note to compiler: Remove as applicable). The item numbers and description of the PDF document will govern. The item numbers and description of the PDF document will govern. For all addenda issued relating to the pricing schedule, the item numbers, description and quantities of the issued document will govern.

C2.2 PRICING SCHEDULE

CIDB - 1EP
SUBCONTRACT SANRAL X.002-138-2021/9 SC-138-01-10

ELECTRICAL WORKS**THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED****SUBCONTRACT NO. SANRAL X.002-138-2021/9 SC-138-01-10****MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****PACKAGE NO: SC-138-01-10**

PAY ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C3.2.1.1	<u>SECTION C3.2.1.1</u> CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
C3.2.1.1.3.1	A) Contractor's general obligations:				
	(a) Fixed obligations	L/sum	1		
	(b) Time-related obligations	Month	5		
C3.2.1.1.3.2	C) Health and safety obligation in compliance with the OHS Act. To include:				
	(a) Preparation of a health & Safety plan and adherence thereof including staff Medical Fitness Test	Lump Sum	1		
	(b) Personal Protective Equipment for all staff (incl. safety jackets, hard- hats, etc.)	Lump Sum	1		
	TOTAL CARRIED FORWARD TO NEXT PAGE			R	

[illegible]

ELECTRICAL WORKS**THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED****SUBCONTRACT NO. SANRAL X.002-138-2021/9 SC-138-01-10****MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****PACKAGE NO: SC-138-01-10****PROJECT: City of Johannesburg**

PAY ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE			R	
C3.2.1.3	A) PREVENTATIVE MAINTENANCE				
C3.2.1.3.6.5	B) Interim Luminaire / component replacement on existing pole/mast. (Cost to lower pole and replace luminaire components) Excluding supply of luminaires. Includes removal and disposal of removed unit.				
	c) 20m Scissor Mast	No.	50		
	d) 20m High-Mast	No.	50		
C3.2.1.3.6.6	C.) Supply and installation of materials and equipment for preventative maintenance work				
	a) Lamp-holders : Goliath Edison Screw (GES);porcelain 3kV pulse tested				
	b) Lamps for interim lamp replacements				
	i) 250W HIGH OUTPUT HPS	No.	20		
	ii) 400W HIGH OUTPUT HPS	No.	70		
	iii) 600W HIGH OUTPUT HPS	No.	70		
	d) PFC capacitors complete with mounting saddles and fixings				
	i) 250W HIGH OUTPUT HPS	No.	5		
	ii) 400W HIGH OUTPUT HPS	No.	5		
	iii) 600W HIGH OUTPUT HPS	No.	5		
	TOTAL CARRIED FORWARD TO NEXT PAGE				

PAY ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE			R	
	e) Ballasts complete with fixings for:				
	i) 250W HIGH OUTPUT HPS	No.	5		
	ii) 400W HIGH OUTPUT HPS	No.	10		
	iii) 600W HIGH OUTPUT HPS	No.	10		
	f) Ignitors for:				
	i) 250 HPS Parmar	No.	2		
	ii) 400 HPS Parmar	No.	5		
	iii) 600 HPS Parmar	No.	5		
	TOTAL CARRIED FORWARD TO NEXT PAGE				

ELECTRICAL WORKS**THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED****SUBCONTRACT NO. SANRAL X.002-138-2021/9 SC-138-01-10****MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18****PACKAGE NO: SC-138-01-10****PROJECT: City of Johannesburg**

PAY ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE			R	
C3.2.1.6.4.2	Dayworks Schedule (for Works Not Measured in the BoQ) a) Labour rates for: i) Artisan ii) Semi-skilled labourer iii) Labourer b) Transport for: i) Vehicles up to and including 1500 kg	 hr hr hr km	 40 50 100 80		
C3.2.1.1.3.4	Clearing of Vegetation around assets Clearing of shrubs and grass around poles, kiosks and transformers per assets including eradication of weeds and undesirable plant growth	 m ²	 100		
C3.2.1.1.3.5	E) Welding and Strapping of Access Points a) Supply and install: Welding of access points on poles (5m to 20m) Supply Install b) Supply and install: Welding of access points on masts (20m to 40m) Supply Install c) Supply and install: Strapping of access points on poles (5m to 20m) Supply Install	 No No No. No. No. No.	 20 20 50 50 80 80		
	SUB TOTAL				
	VAT AT 15%				
	TENDER SUM CARRIED FORWARD TO FORM OF OFFER				

PART C3: SCOPE OF WORKS

DEVTECH RINKASE JV**SUBCONTRACT****SANRAL X.002-138-2021/9 SC-138-01-10**

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

WORK PACKAGE NO: SC-138-01-10**PART C3 SCOPE OF WORK**

TABLE OF CONTENTS PAGE

C3.1 PROJECT DESCRIPTION	C3-4
C3.1.1 SCOPE	C3-4
C3.1.2 DESCRIPTION OF THE WORKS	C3-5
C3.1.3 DRAWINGS.....	C3-5
C3.1.4 CONSTRUCTION IN CONFINED AREAS.....	C3-5
C3.1.5 CONTRACTOR'S CAMP SITE.....	C3-6
C3.1.6 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES	C3-6
C3.1.7 ALLOWANCE FOR OTHER CONTRACTORS AND ACCOMMODATION OF	C3-6
OTHER CONTRACTS	C3-6
C3.1.8 PROGRAMME, RESTRICTION AND COMPLETION OF ACTIVITIES.....	C3-6
C3.1.9 LEGAL REQUIREMENTS	C3-9
C3.1.10 OCCUPATIONAL HEALTH AND SAFETY	C3-10
C3.1.11 CHANGES TO SCOPE OF WORK.....	C3-10
C3.1.12 CONTRACTOR PERFORMANCE REPORTS.....	C3-10
C3.1.13 PERSONNEL REQUIREMENTS	C3-11
C3.1.14 LOCAL PRODUCTION AND CONTENT	C3-11
C3.2 PARTICULAR SPECIFICATIONS.....	C3-11

PART C3: SCOPE OF WORKS

The appointed subcontractor will assist contractor in performing some of the duties contracted to the contractors as detailed below.

- Contractor's establishment on site and general obligations
- Removing Existing Cables
- Welding and Strapping of Access Points
- Labelling And Asset Tagging of Equipment

C3.1 PROJECT DESCRIPTION

C3.1.1 SCOPE

This section provides the description of the project and the general requirements for executing the work. The work required is the FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

C3.1.2 DESCRIPTION OF THE WORKS

C3.1.2.1 Description of site

(a) Location of site

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

The term "Site" as defined in the FIDIC Conditions of Contract for Construction, 1999, will comprise the road reserve of existing National Route.

This includes all on-ramps and off-ramps forming part of an interchange, as well as overpasses and underpasses within the national road reserve up to the limits of the SANRAL's responsibility. Excluded are provincial, municipal and private cross roads, which are not accessible from the road reserve of the national road, but the overpass and underpass structures are part of the "Site".

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

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

(c) Access to the site

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

C3.1.2.2 Nature of work

The description of the project contained in this section is merely an outline of the contract works and shall not limit the work to be carried out by the Contractor under this contract. C-97

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Bill of Quantities bound in this volume.

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

- Establishment at the site offices of Devtech Rinkase JV located in Germiston Driehook.

C3.5

- Repairing damaged lighting infrastructure
- Installation and replacement of damaged equipment
- Regular clearing of shrubs and grass around poles, kiosks and transformers
- Eradication of weeds and undesirable plant growth
- Minor electrical works done under daywork

The subcontractor shall be required to attend meetings relating to the Works and the site.

C3.1.2.3 Detailed description of the project

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

This contract is for the Maintenance of lighting infrastructure along the National route, N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18. The project is located at various locations along the National Route as noted below.

Route	Section	From Km	To Km	Length (Km's)
N1	20	6.40	57.60	51.20
N1	21	0.00	6.20	6.20
N3	12	31.00	43.30	12.30
N12	18	0.00	10.30	10.30
Total				80.00

Repairs:

The repairs scope consists of the repairs and re-instatement of damaged and vandalized electrical infrastructure and lighting at existing lighting installations within SANRAL routes. The maintenance of the newly installed equipment and components will also form part of the scope.

Unplanned Repairs:

SANRAL, its representative or the contractor will report to the site agent any lighting or electrical infrastructure faults or breakdowns which may occur or identified during the routine inspections. A repair notice will be transmitted to the subcontractor in writing. The subcontractor shall respond to the complaint as necessary to remedy infrastructure in accordance with the assigned priority level and the breakdown shall be repaired as necessary to restore the lighting or infrastructure to full operation in the minimum time. On completion of the complaint remedy, the subcontractor shall complete a Job Card and submit to the contractor (Devtech Rinkase JV). Job Cards will be signed off and certified by the Contractor's Site Agent.

C3.1.3 DRAWINGS

There are no drawings issued for this contract.

C3.1.4 CONSTRUCTION IN CONFINED AREAS

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

However, the Contractor must note that measurement and payment will only be made in accordance with the authorised dimensions, irrespective of the method used for achieving these dimensions and that the tendered rates and amounts shall include full compensation for all special equipment and

C3.6

construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

C3.1.5 CONTRACTOR'S CAMP SITE

The subcontractor will report at the contractors site office located in Unit 7 Hoffman Park, 43 Harriet Avenue Driehoek, Germiston. The subcontract will be provided with an office which will be the subcontractors responsibility to furnish with equipment.

C3.1.6 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

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

C3.1.6.1

On a regular basis, the subcontractor shall inspect the site to check for any overgrown vegetation and report to the contractor's site agent.

The subcontractor shall control all vegetation growth around electrical infrastructure in such a way necessary to prevent any damage to the electrical infrastructure due to veld fires.

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

In addition to the requirements of clause 4.6 of the FIDIC Conditions of Contract for Construction, 1999 the Contractor/subcontractor must take note of the presence of other Contractors on the site and make allowances for them on the site. This may involve adapting the Contractor's programmed to accommodate the work of other Contractors and ensuring access to their sites. Although details of such contracts are not known it may include, inter alia, periodic maintenance, special maintenance, rehabilitation and upgrade contracts. Depending on the scope of works for these contracts, the Contractor may be relieved of his responsibilities on the relevant section of the site during the construction period only, and this may include a reduced scope of work on performance-based items where applicable.

C3.1.8 PROGRAMME, RESTRICTION AND COMPLETION OF ACTIVITIES

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

C3.1.8.1 Restriction on maintenance activities

Certain maintenance activities will be restricted on days with increased traffic flows. These days will be, for example, the day of school closure, over long weekends and public holidays.

The subcontractor must allow for these restrictions in his programme and no extension of time or claims in this regard will be considered. Normal routine maintenance involving lane closures (except in the event of emergency normalization) shall be restricted on the days and for the periods stated in Table C3.1.9/2.

TABLE C3.1.9/2: RESTRICTION ON MAINTENANCE ACTIVITIES		
Day(s)	Activity to be restricted	Period of restriction
School closures in	Lane closures, except in the event of emergency normalisation	From 12:00 on the day of closure until 07:00 on the following day
Easter weekend	Lane closures, except in the event of emergency normalisation	From 12:00 on Thursday until 07:00 on Tuesday
Long weekends and public holidays	Lane closures, except in the event of emergency normalisation	From 12:00 on the day preceding commencement of long weekend or public holiday until 07:00 on the day following the long weekend or public holiday
13 to 17 December and 2 to 8 January	Lane closures, except in the event of emergency normalisation	From 00:00 on the commencement date of the restriction until 24:00 on the last date of the restriction

C3.1.8.2 Completion time of specified activities and penalties

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

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

Definitions:

Completion time:

Completion time is defined as that period from the date on which an instruction is received by the subcontractor from the contractor to the date of full completion.

Responding time:

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

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

Notes:

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

TABLE C3.1.9/3: SPECIFIED ACTIVITY PERIODS, DELAY DAMAGES AND PENALTIES					
Activity	Completion time or inspection frequency	Responding time	Penalty for late responding	Penalty for late completion	Penalty for not to specification
Lighting Patrol Services 1. Not submitting daily reports 2. Equipment missing as specified 3. Temporary pothole repair	daily daily daily			1000/day	R500/day R200/article
M0500: Accommodation of traffic 1. Lane closure not to specification 2. Sign not to specification	inspection daily				R1000/closure R100/sign
Repair of electrical infrastructure Non-performance based criteria: 1. Repair of lighting infrastructure 2. Performance based criteria	2 days inspection monthly			R1000/day	R5000/section R10000/section
M9000: Daywork	As instructed	1 week	R500/day	R500/day	
GENERAL 1. OH&S Plan 2. Quality Assurance System 3. Other specified or programmed activity 4. Any particular, routine or non-routine activity on instruction of the Engineer 5. Vandalised equipment* Contractor will be given an additional penalty of 20% of value of repairs of vandalised equipment.	As specified As specified As instructed As Instructed	 As instructed As Instructed	 R500/day R500/day	 R500/day R500/day	R1000/incident R1000/incident

* Subcontractors are liable for 50% of the fee quoted in Table C3.1.9/3. The Contractor is to pay the other 50%.

ANNEXURE 2: PERFORMANCE MEASUREMENT

OBJECTIVES

The key objectives of this contract is:

- To stabilize and improve the condition of luminaires and associated assets
- To reduce overall maintenance costs
- To promote and encourage the development of innovative asset preservation practices
- To implement and continuously improve anti-theft and anti-vandal mechanisms

The performance of the contractor will be measured against Key Performance Indicators (KPI's) in the three (3) categories noted below:

- Category 1: Planned repairs of assets
- Category 2: Un-planned callouts for emergency repairs of assets

Key Performance Indicators (KPI's) identified for this project:

KEY PERFORMANCE INDICATORS (KPI'S)

- Performance measurement
- Responsiveness / timeliness
- Quality assurance and control
- Reporting requirements
- Stock Management

CATEGORY 2: PLANNED REPAIRS OF ASSETS

The subcontractor will be notified by the client or project engineer to respond to repairs of assets at the various sites, referred to as a "standard callout". The subcontractor's performance will be measured by their response times and the time taken to identify the fault and repair the problem. The subcontractor is to ensure that staff and standby staff are available on a 24 hour, 7 day a week basis. The subcontractor must acknowledge the call-out notification within 8 hours of the subcontractor being contacted by the client or project engineer or contractor. If the subcontractor is not contactable after 8 hours, the contractor will then issue a written notification to the subcontractor notifying them of the non-compliance.

Concession items, subject to approved concession notes by the contractor or project engineer, that will be excluded from the calculated response time, would be:

- Standby personnel working / called out to other sites on this package.
- Unavailable stock items and long lead time to order spares.

The response time / timeliness would be determined from information gathered from the client, project engineer or contractor records as noted below:

- Date and time stamped telephone & cell phone records indicating contact.
- SMS, E-mail and fax records to communication

KPI's and performance would be measured and penalties applied as noted below:

KPI:	Response time from acknowledge call-out			
Responsiveness / Timeliness	Within 2 Hours	Within 8 Hours	Up to 24 Hours	Greater than 24 Hours
Acceptance of emergency call-out notification	Required	Penalty of R500.00 per month	Penalty of R1000.00 per month	Penalty of R3000.00 per month
Arrival on site of repairs		Required	Penalty of R1000.00 per month	Penalty of R3000.00 per month

C3.1.9 LEGAL REQUIREMENTS

The following Acts and associated Regulations and Codes, as amended from time to time, are predominant amongst those which apply to the construction industry, and shall apply to the contract.

They are listed here for reference purposes only:

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

C3.10

- (xi) National Environmental Management: Biodiversity Act, No. 10 of 2004
- (xii) National Environmental Management: Waste Act 59 OF 2008
- (xiii) National Environmental Management: Integrated Coastal Management Act, No. 24 of 2008
- (xiv) National Environmental Management Act, Act No. 107, 1998
- (xv) Conservation Of Agricultural Resources Act 43 Of 1983
- (xvi) National Environmental Management: Air Quality Act, 2004 (Act No 39 of 2004)

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

C3.1.10 OCCUPATIONAL HEALTH AND SAFETY

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

C3.1.11 CHANGES TO SCOPE OF WORK

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

C3.1.12 CONTRACTOR PERFORMANCE REPORTS

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

The standard for subcontractor performance reports provides for a uniform and consistent method of assessment of the performance of the subcontractor with respect to the following project parameters regarding the subcontractor meeting its contractual obligations and achievement of targets:

- (i) time management;
- (ii) cost management;
- (iii) quality management;
- (iv) health and safety management;
- (v) management of site conditions;

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

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

C3.1.13 PERSONNEL REQUIREMENTS**C3.1.13.1 Key personnel**

The key persons required for this contract are detailed in the table in paragraph C3.1.13.2 according to the CIDB contractor grading designation determined for the contract.

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

C3.1.13.2 Minimum requirements

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

Key Person	Minimum Technical Qualification	Minimum Experience (Years)
Site Supervisor	Labour Intensive Construction Certificate (LIC)	2 Years
Welder (x2 Welders)	Trade Test Certificate in Welding	2 Years

1. Relevant experience is the actual number of years, measured from the date of acquiring the base qualification.

C3.1.13 LOCAL PRODUCTION AND CONTENT

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

C3.2 PARTICULAR SPECIFICATIONS

The Standard Specifications for Routine Road Maintenance, April 2019, as amended by particular specifications, shall apply to this contract. The particular specifications comprise standard and particular amendments issued by South African National Roads Agency SOC Ltd and are set out in this section. Further to the above, the SANS specifications for electrical works, as listed in Volume 2, shall apply, subject to amendments set out in this section as particular and general specifications.

C3.2.1 ELECTRICAL PREVENTATIVE MAINTENANCE SPECIFICATION

TABLE OF CONTENTS PAGE

C3.2.1.1 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	C3-12
C3.2.1.2 PREVENTATIVE MAINTENANCE	C3-14

C3.2.1.1 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**C3.2.1.1.1 SCOPE**

This section covers the establishment of the subcontractor's organization, plant, equipment, offices, storage space and any other facility required to execute the contract. It also covers payment for certain general obligations, risks and liabilities and general items of cost not covered elsewhere.

C3.2.1.1.2 GENERAL REQUIREMENTS

The subcontractor shall be provided with office and storage facilities at Unit 7 Hoffman Park, 43 Harriet Avenue, Driehoek, Germiston. The subcontractor to provide own furnisher and equipment in the office space provided by the Contractor.

C3.2.1.1.3 MEASUREMENT AND PAYMENT

Item	Unit
C3.2.1.1.3.1 Contractor's Establishment on Site and General Obligations	
(a) Fixed obligations	Lump Sum
(b) Time related obligations:	Month

Payment of the rates tendered under sub-items C3.2.1.1.3.1 (a) and (b) shall include full compensation for all the subcontractor's charges in respect of the following:

Setting up and maintaining his organization, plant and equipment at a location or locations procured by him which are accessible to the site.

- Complying with the General Conditions of Contract and Part B1 of the Project Specifications, including the effecting of insurances.

- All general site and office overheads, profits, financing costs, risks, legal and contractual responsibilities and other costs and obligations of a preliminary or general nature which are not specifically measured for payment.

Item	Unit
C3.2.1.1.3.2 Health and Safety Compliance:	
(a) Preparation of a health & Safety plan and adherence thereof	Lump Sum

The tendered rate shall include full compensation for the preparation of a comprehensive Occupational Health and Safety file, in compliance with section C3.5 and the Construction Regulations as issued by the Department of Labour and adherence thereof.

Item	Unit
(b) Personal Protective Equipment for all staff (incl. safety jackets, hard-hats, etc.)	Lump Sum

C3.2.1.1.3.3 Earth Works - Excavation and Backfill (Refer COTO SECTION 2.1)**Excavation of all material for trenches, backfill, compaction and removal of excess material.**

The volumes of the cable sleeve, cable ways and cable trench excavations must be calculated according to the length and depth as shown on the drawings or to the bottom of the specified bedding, whichever is the largest and to the minimum base width specified in 5.8. The tariff covers the cost to comply with safety and protection regulations, except in the case of items listed to cover the cost of excavations, backfill and compaction as well as the removal of any excess material as specified.

The tariff also covers the cost of the same works in tunnels if the contractor wishes to use this method of excavation. No additional payment will be made for such tunnels and no deductions will be allowed for the decrease in the amount of excavation quantities.

It is envisaged that innovation products will be investigated and used to prevent vandalism on the project. One such product in the Synthetic resin Hydrocarbon Ground Glue. This is an applicator to the in-situ soil that hardens the soil around the cable.

LV trenching to be 1000mm deep and MV trenching to be 1000mm deep.

The maximum width of a single cable trench shall be fixed at 300mm.

(i) Hand pickable soil (soft soil).**Unit: m³.**

The unit of measure shall be the number of cubic metres of hand pickable soil removed from the trenches (see general specifications for definition of soil type).

(ii) Back filling and compacting.**Unit: m³.**

The unit of measure shall be the number of cubic metres of backfilling and compaction done to close the trenches (the measurement shall be based on the size of the trench). When backfilling, every 150mm shall be compacted to 90% AASHTO.

The size of the trench shall be from the top of the bedding to ground level with a trench width maximum of 450mm.

C3.2.1.1.3.4 Clearing Vegetation Around Assets:**Unit: m³.**

The subcontractor must clear vegetation wide enough around the mini-substation, kiosk, poles, and transformers to ensure that the assets do not get burnt in case of a fire. The clearance area will be provided by the contractor or engineer. The subcontract must ensure that he eradicate the growth of vegetation by using environmentally friendly chemicals.

C3.2.1.1.3.5 Welding Access Points Unit:**No.**

- a) Supply and install: Welding of access points on poles (5m to 20m)
- b) Supply and install: Welding of access points on masts (20m to 40m)

The unit of measurement shall be the welding of access points on the number of poles/masts. The tendered rate shall include full compensation for supplying of material for the welding of access points, cutting/grinding off access points including any other costs to ensure a functional working solution.

C3.2.1.1.3.6 LABELLING AND ASSET TAGGING OF EQUIPMENT**C3.2.1.1.3.6.1 Labelling****Unit No.**

- a) Supply and install: Labelling of Poles and Masts

The unit of measurement shall be the labelling of the number of Masts, Kiosks, Mini-substations and transformers.

The tendered rate shall include full compensation for supplying and installation of labelling on the poles and masts including any other costs to ensure a functional working solution.

C3.2.1.1.3.6.2 Asset Tagging**Unit: No.**

The unit of measure shall be the supply and installation of asset tags for all equipment as specified. Refer to relevant sections in the specification detailing asset tagging for Poles, Masts, Kiosks, Mini substations, etc.

C3.2.1.2 PREVENTATIVE MAINTENANCE**C3.2.1.2.1 SCOPE**

This section covers work to be carried out by the subcontractor on a routine basis, and includes the general clearing of over grown vegetation in close proximity to all equipment/assets .

C3.2.1.2.1.1 LABELLING AND ASSET TAGGING

All Luminaires, poles, Mini subs and Distribution kiosks shall be labelled as specified in the particular Specification (Labels and Notices).

Labels must indicate the functions of equipment and components in the distribution boxes and/or distribution boards.

The terminology on the identification labels must be in English.

The subcontractor shall arrange for the labelling of all equipment, instruments, meters, relays, cables, etc., as indicated below.

Where identical items of equipment can be removed from their housings, e.g. MV circuit breaker carriages, plug-in relays etc., both the fixed and withdrawal portion are to be labelled identically.

All labels shall be of a non-corrosive material or other back engraved white on black labels of the sizes indicated. They are to be located in purpose made holders or otherwise are to be screwed or riveted into position. "Dymo" tape or similar labels will not be accepted nor will labels, which are glued in position only. Labels on light poles shall comprise a black on yellow PVC sticker with the designated number. These labels shall be stuck onto the pole 4.0m above ground level facing direction of vehicle travel to ensure easy identification by maintenance personnel.

Prior to any equipment being labelled, the contractor shall request the Engineer to provide a complete labelling schedule for all items of equipment. Under no circumstances is equipment to be labelled in accordance with the tender drawings since any description thereon is for identification purposed during construction only and is unlikely to apply to the completed Works.

This size shall be used to designate the conductor size and number of cores of each cable installed under this Contract. In addition, all feeder cables shall be labelled at both ends indicating from where/to cables are feeding.

All kiosks shall be provided with a label in both official languages reading "In case of leakage or accidental contact, put off main switch immediately".

All kiosks shall be provided with notices as required by the Occupational Health and Safety Act. All doors to such locations shall be fitted with the appropriate notices.

Where more than one similar item of equipment is fed from the same board or control panel, the item itself shall be labelled, this being fixed in a permanent position, i.e. not attached to motors, pumps, etc., but to bases or adjacent thereto. The lettering shall be 50mm high.

All poles, cables, Distribution kiosks, min-sub, transformers and equipment must be labelled and have the statutory labels as per SANS prominently visible.

All SANRAL poles, Distribution kiosks, min-sub and transformers must be labelled with an asset tag.

Every Lighting structure, Kiosk, Transformer, Mini-substation, Substation and cable on a project must be asset tagged with all components labelled as specified below.

All notices, labels or rating plates that are required in terms of SANS 10142 shall be durable and not removable except by determined and deliberate action. The inscriptions shall be legible and indelible.

Equipment not detailed below shall be labelled or tagged in a similar way as specified.

C3.2.1.2.1.1.1 Labelling

Labels must indicate the functions of equipment and components in the distribution boxes and/or distribution boards.

The terminology on the identification labels must be in English.

The contractor shall arrange for the labelling of all equipment, instruments, meters, relays, cables, etc., as per SANS 10142-1 with additional requirements as indicated below.

Where identical items of equipment can be removed from their housings, e.g. MV circuit breaker carriages, plug-in relays etc., both the fixed and withdrawal portion are to be labelled identically.

All labels shall be of a non-corrosive material or other back engraved white on black labels of the sizes indicated. They are to be in purpose made holders or otherwise are to be screwed or riveted into position. "Dymo" tape or similar labels will not be accepted nor will labels, which are glued in position only.

Prior to any equipment being labelled, the contractor shall provide the Engineer a complete labelling schedule for all items of equipment for approval. Under no circumstances is equipment to be labelled in accordance with the tender drawings since any description thereon is for identification purposed during construction only and is unlikely to apply to the completed Works.

The following list indicates the general labelling requirements but does not limit the extent of labelling required, which shall encompass the full extent of the equipment supplied, or in the case of existing equipment, any such which is affected by this Contract.

50mm high lettering: -

- Substation and mini sub designation.
- Outdoor switch gear designation.
- Transformer designation.

C3.17

- Distribution kiosk and fused feeder panel designation.
- Lighting Structures

20mm high lettering: -

- Main or sub-main board designation.
- Control panel designation.
- Indoor switch gear designation.

5mm high lettering: -

- Mini sub feeder breakers and isolators.
- Distribution kiosk feeder breakers and isolators.
- General distribution switchgear.

All meters and circuit breakers shall be labelled with engraved plastic labels at least 1mm thick with letter size labels specified and shall be fitted to slide in frames.

All kiosks shall be provided with notices as required by the Occupational Health and Safety Act. All doors to such locations shall be fitted with the appropriate notices.

An A4 copy of the Single Line Diagram (SLD) indicating all the circuits fed from the Kiosk shall be laminated and secured within a slide-in pocket on the inside of the kiosk door. This should be replaceable if the circuit information has changed.

Where more than one similar item of equipment is fed from the same board or control panel, the item itself shall be labelled, this being fixed in a permanent position, i.e. not attached to motors, pumps, etc., but to bases or adjacent thereto. The lettering shall be 50mm high.

C3.2.1.2.1.1.2 Asset Tagging

Every Lighting structure, Kiosk, Transformer, Mini-substation, Substation and cable on a project must be asset tagged with components labelled as indicated.

Asset tags to be yellow stick-on labels with black letters. Tag size to be 200mm x 200mm with letter size of 50mm. Where this tag cannot fit on the enclosure, smaller tags can be installed on the approval of the Engineer.

Asset tags must prominently display the road route (eg. N002 for N2), road section number (eg. 25N), and the equipment number.

Each item installed shall be considered as an asset item.

(a) Parent Asset: Major items e.g.:

- (i) Lighting Structure
- (ii) Kiosk
- (iii) Transformer
- (iv) Mini-substation
- (v) Substation
- (vi) Cables

(b) Components within a parent Asset:

- (i) Lighting Structure: Mast / pole, Luminaire,
- (ii) Kiosk: Enclosure, Circuit breakers, meters, control circuits.
- (iii) Transformer: Transformer.
- (iv) Minisub: Transformer, MV & LV circuit breakers, Meters, etc
- (v) Sub Station: Building or enclosure, MV Switchgear, DB's, Panels, transformer within substation.
- (vi) Cables: All cables forming part of the distribution system.

(c) Description of an Asset:

Lighting Structure: A lighting structure is any structure that has one or more luminaire.

Kiosk: Any street lighting control kiosk or distribution kiosk or meter box. All items within a kiosk will be classified as components of the kiosk.

Transformer: A standalone transformer.

Mini substation: A complete mini substation including the MV switch, Transformer, LV circuit breakers and components enclosed as one unit.

Substation: The physical building together with its components within.

Cables: All MV and LV cables installed that forms part of the distribution network.

(d) Tag Location:

Luminaire: Tags shall be secured on the underside of the luminaire so that it is easily identifiable from the ground by maintenance staff.

Lighting Structure: Asset tags shall be stuck onto the pole 4.0m above ground level facing direction of vehicle travel to ensure easy identification by maintenance personnel.

Where structures are in the median, labels shall be in the direction of travel of increase of the road section numbering. Eg labels should face direction of travel from Route section 25N to 26N.

Kiosk / Transformer / Mini substation: Asset tags shall be stuck onto the equipment at the top half facing direction of vehicle travel to ensure easy identification by maintenance personnel.

Substations: Asset tags shall be stuck onto the top half of the substation door. A substation sign shall be mounted above the door of the substation. All tags to be facing direction of vehicle travel to ensure easy identification by maintenance personnel. Additional substation signage per OHS Act to be prominently displayed at the entrance.

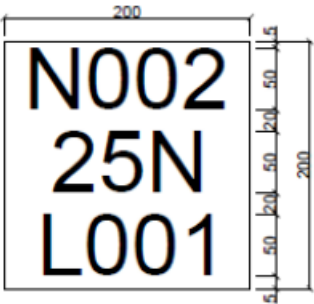
(e) Tag Colours:

Lighting structures, Mini substation and kiosk tags shall comprise a black text on yellow PVC sticker with the designated number as per tag dimensions specified.

LED Luminaire shall be tagged with black text on white PVC sticker with the luminaire details as per tag dimensions specified or suitably scaled to fit under luminaire.

(f) Tag Dimensions

Labels letters can be in a 3 tier or 1 tier configuration, dependent on the size of the surface area where the tag is installed. The critical item is a full view of the tag while driving to ensure easy identification by maintenance and security personnel.

XXXX_YYY_LZZZ => ROUTE_SECTION_L###  DETAIL: ASSET NUMBERING SYSTEM	N002-25N-L001
3 TIER LABEL	1 TIER LABEL

(g) Tag Description

ASSET TAG	PART 1	PART 2	PART 3
	ROUTE	SECTION	ASSET NUMBER
N002-25N-L001	N002 - National Route 2	25N – Section 25 North Direction	L001 – Light mast number
N002-25N-K001	N002 - National Route 2	25N – Section 25 North Direction	K001 – Kiosk number
N002-25N-M001	N002 - National Route 2	25N – Section 25 North Direction	M001 – Minisub number

(i) Part 3 Asset Prefix description:

L – Lighting structure
 K – Kiosk
 T – Transformers
 M – Mini-substation
 C – Cable

(h) Lighting Structure Identification

Lighting structures to be numbered per circuit starting from Kiosk 1, Circuit 1 using consecutive numbers starting at L001. Next Circuit 2 in Kiosk 1 will commence on the next consecutive after the last number in Kiosk 1, circuit 1.

The last number on a lighting structure will indicate the total number of lighting assets on the particular project.

New or additional lights installed after final handover shall be numbered the next number after the last asset number of the system, no matter where or which circuit it is located.

(i) Kiosks, Mini-substations and Transformers

Kiosks, Min-substations and transformers to be numbered using consecutive numbers starting at 001 with a prefix for each type of equipment

(j) Cable identification

Cables shall be tagged, cable routes marked and terminated as per the requirements. All feeder cables shall be tagged at both ends indicating from where/to cables are feeding. Cables shall be numbered with engraved or other approved tags, which are cable tied onto both ends of the cable. Cable tags must be visible when doors or panels are opened for maintenance or repairs. The label should indicate the source, destination and consecutive

C3.20

cable number. Eg: Cable fed from Kiosk 1, circuit 1 to Kiosk 7 will be K001-K007-C001.
The last cable number will indicate the total number of cable runs on the particular project.
Each cable run will be considered as a cable Asset.

(k) Luminaire identification

Lighting outlets are numbered on the drawings.

Each luminaire shall be tagged with the Type, Model and wattage as specified or as implied by the catalogue number of the luminaires specified.

LED Luminaire shall be tagged with black text on white PVC sticker with the luminaire details as per tag dimensions or suitably scaled to fit under the luminaire. The luminaire tag at the final mounted height must be visible from the ground.

C3.2.1.2.1.2. SUPERVISORY STAFF AND IDENTIFICATION

All work done on site shall at all times be under the direct and full time supervision of a contract manager who shall be a qualified installation electrician who will sign the certificate of compliance.

Full particulars of the site organization, complete with names of officials the Tenderer proposes to allocate to this project are to be submitted with this tender. For the duration of this contract the above detailed officials will be permanently assigned to this project and may only be relieved of their duties after prior agreement by the Engineer or his representative/agent.

Whilst on the site all staff and labourers employed by the electrical contractor shall wear distinctively marked clothing bearing the name of the electrical contractor or his identification logo.

C3.2.1.2.1.3. MATERIAL

Materials and equipment used in this installation must be of the best quality of their respective types, must meet the relative SANS or BSS specifications and must be installed to the satisfaction of the electrical Engineer or his representative.

The subcontractor will be informed in writing if any material or workmanship is not of the required quality. In such a case the contractor must replace the material concerned or repair the installation to the satisfaction of the Engineer, contractor, or its representative.

If requested to do so, the contractor must provide samples of materials or equipment, for the approval by the electrical Engineer, before it may be installed. The samples will be kept for comparison with materials and equipment installed and will be returned after the contract has been satisfactorily completed.

C3.2.1.2.1.4. DELIVERY AND COMPLETION

All contract materials shall be ordered timeously and delivered to site at dates suited to the agreed construction program.

The successful Tenderer for the installation will be required to commence work immediately following notification of tender acceptance and shall thereafter always maintain the progress required by the agreed completion program.

C3.2.1.2.1.5. TRENCHES AND BACKFILLING**(a) LV Cables**

In trenches containing one or more low voltage cables, the approved fill material must be cautiously placed, in layers of 100mm un-compacted depth, throughout the width of the trench and then compacted to a minimum compacted depth of 150mm as specified in the Particular specs.

(b) Compaction

In areas subjected to road traffic and any other such area which is specified in the project specifications the trenches must be refilled in layers of maximum 150mm depth (after compaction) and in case of soil sticking together (clay material) it must be compacted up to 93% of the modified AASHTO-density or in the case of non-sticky soil (sandy material) up to 98% of the modified AASHTO-density.

Machine compaction will not be permitted directly above the cable(s) or sleeve(s) before a layer of 300mm depth fill material has been placed on top of the cable(s) or sleeve(s). The machine compaction must be conducted in such a way that the forces superimposed on the cable(s) or sleeve(s) does not exceed that superimposed by ordinary pedestrians or light vehicle traffic when the cover is already 1 m deep. If road traffic is involved, the cable(s) must be protected by a cable-way or -sleeve of at least 100mm in diameter, through which the cable(s) can be drawn at any time. Cable-ways beneath subways must be cast in concrete in a suitable way, if it is required by the project specifications.

(c) Cables at different depths

In situations where cables are laid at different depths in a common trench, the same procedure for placing and compaction of the approved fill material beneath and on top of the upper cable applies as for the lower cable.

In situations where cables have to be laid on top of each other the high voltage cables must be laid under the low voltage cables. (See drawing LC-1 in SANS 1200 LC).

(d) Conduct with respect to Obstructions

In cases where obstructions are encountered during excavation that demands changes to the trench or a special kind of trench, the contractor must have the Engineer's approval to implement such changes before laying the cable(s).

(e) Anti-Theft Cable Protection

It is envisaged that innovation products will be investigated and used to prevent vandalism on the project. One such product in the Synthetic resin Hydrocarbon Ground Glue. This is an applicator to the in-situ soil that hardens the soil around the cable.

The anti-theft cable protection, must meet the following requirements:

- To be used for the purposes of creating solid bonded soil and gravel. T
- The Synthetic Resin Hydrocarbon Binder must be cold mixed on site through a chemical reaction by mixing bitumen emulsion, synthetic resin, water and a proprietary catalyst.
- The mixture must be added to crushed stone, natural gravels or insitu material to form a water resistant, elastic and robust layer.
- The product must improve the compressive, tensile and shear strength including abrasion and water resistance of the particular materials for cable protection.
- The product must be insoluble in water and must not leach.
- The Synthetic Resin Hydrocarbon Binder must be manufactured in South Africa
- The Synthetic Resin Hydrocarbon Binder must be able to act as a conductor and must not isolate the heat which is dissipated by the electrical cable.

C3.22

- The product must be able to mix with in situ or onsite material or soil to achieve at least a C3 rating. The product must be able to achieve a strength of 30mpa if required for certain applications.
- The product will only be accepted for use after performance testing on site and approved by the Client and Engineer.

C3.2.1.2.1.6 Welding Access Points Unit:

No.

- c) Supply and install: Welding of access points on poles (5m to 20m)
- d) Supply and install: Welding of access points on masts (20m to 40m)

The unit of measurement shall be the welding of access points on the number of poles/masts. The tendered rate shall include full compensation for supplying of material for the welding of access points, cutting/grinding off access points including any other costs to ensure a functional working solution.

C3.2.1.2.1.7 Labelling

No.

- a. Supply and install: Labelling of Poles and Masts

The unit of measurement shall be the labelling of the number of poles and masts. The tendered rate shall include full compensation for supplying and installation of labelling on the poles and masts including any other costs to ensure a functional working solution.

C3.2.1.2.1.8 LABELLING AND ASSET TAGGING OF EQUIPMENT

C3.2.1.2.1.8.1 Labelling

Unit: No.

The unit of measure shall be the supply and installation of labels for all equipment as specified. Refer to relevant sections in the specification detailing labelling for Poles, Masts, Kiosks, Mini-substations, etc.

C3.2.1.2.1.8.2 Asset Tagging Unit: No.

The unit of measure shall be the supply and installation of asset tags for all equipment as specified. Refer to relevant sections in the specification detailing asset tagging for Poles, Masts, Kiosks, Mini-substations, etc.

C3.2.1.2.1.9

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the subcontractor shall inform the contractor or engineer when and how he intends concluding its environmental training obligations

PART C4: SITE INFORMATION

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

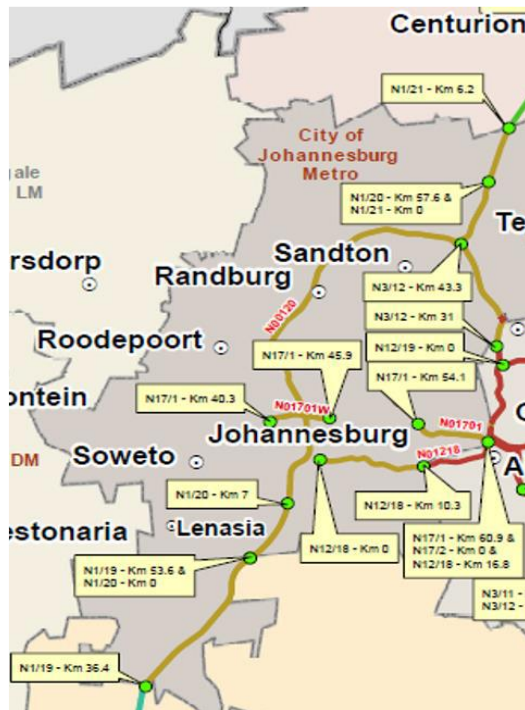
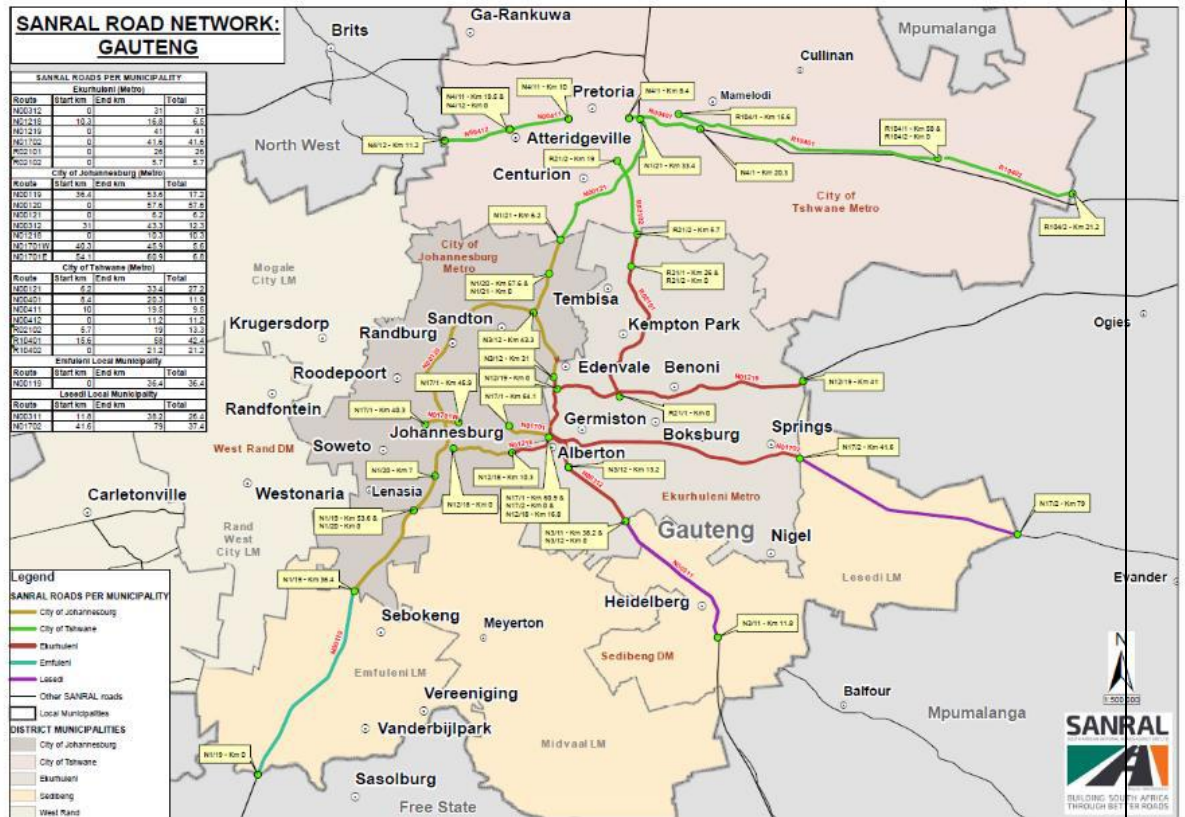
CONTRACT SANRAL X.002-138-2021/9 SC-138-01-10

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

PART C4 SITE INFORMATION
TABLE OF CONTENTS PAGE

C4.1 LOCALITY PLAN.....	C4-3
C4.2 GENERAL ROUTINE ROAD MAINTENANCE INFORMATION.....	C4-4

C4.1 LOCALITY PLAN



CONTRACT SANRAL X.002-138-2021/9

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

LOCALITY PLAN

C4.2 GENERAL ROUTINE ROAD LIGHTING MAINTENANCE INFORMATION

CONTRACT SANRAL X.002-138-2021/9

FOR THE ROUTINE MAINTENANCE OF ELECTRICAL LIGHTING INFRASTRUCTURE ON
NATIONAL ROUTE N1 SECTION 20-21, N3 SECTION 12 AND N12 SECTION 18

PACKAGE 2:

Asset Items	Asset Counts
Mini Sub Stations	
11kV/400V/315kVA	2
11kV/400V/200kVA	26
11kV/400V/100kVA	19
11kV/400V/150kVA	3
6,6kV/400V/100kVA	2
6,6kV/400/150kVA	1
11kV/6,6kV/400V/315kVA	1
11kV/6.6kV/3.3kV/400V/200kVA	5
Distribution Kiosk	
400V Kiosks	27
Poles	
5m	270
10m	10
12m	1157
20m	1454
30m	283
40m	6
Luminaires	
600W LAMPS (HPS)	4353
400W LAMPS (HPS)	1201
250W LAMPS (HPS)	239
150W (LED's)	1056
55W Beka Inoxa	0
Aviation Luminaire	0
Total Assets	10095