



# THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL R.040-060-2019/1ENV

FOR

ENVIRONMENTAL SUBSERVICES FOR THE  
NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT  
HOEDSPRUIT

## TENDER DOCUMENT

BASE DATE  
SEPTEMBER 2022

TENDER DOCUMENT  
VOLUME 3

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

NAME OF TENDERER: .....

Set sequential number



# **THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED**

**CONTRACT SANRAL R.040-060-2019/1ENV**

**FOR ENVIRONMENTAL SUBSERVICES FOR THE NEW GRADE-  
SEPARATED INTERCHANGE ON NATIONAL ROUTE R40 AND R527  
AT HOEDSPRUIT**

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## **PART T1: TENDERING PROCEDURES**

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## **PART T1: TENDERING PROCEDURES**

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL R.040-060-2019/1ENV

FOR ENVIRONMENTAL SUBSERVICES FOR THE NEW GRADE-SEPARATED INTERCHANGE ON NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

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

The South African National Roads Agency SOC Ltd (Northern Region)  
38 Ida Street  
Menlo Park  
PRETORIA  
0081

BVi Consulting Engineers Western Cape (Pty) Ltd invites tenders on behalf of the Applicant, the South African National Roads Agency SOC Limited, for the Subservice of managing the environmental process and monitoring environmental compliance during construction for the New Grade-Separated Interchange on National Route R40 and R527 at Hoedspruit. This project is in the province of Limpopo and in the district municipality of Mopani. The approximate programme for design is to be completed by December 2022, followed by construction monitoring of 18 months, commencing May 2023.

The Applicant is committed to transformation, employment equity and staff advancement, and to supporting black economic empowerment.

Only tenderers

- With a B-BBEE contributor status level of 1 or 2 and are EMEs or QSEs;
- who meet the minimum requirement for Key Person/s; and
- who are registered on the National Treasury Central Supplier Database are eligible to tender.

### **TENDER DOCUMENTS**

Tender documents are available at no cost in electronic format from the SANRAL website using the following link <https://www.nra.co.za/service-provider-zone/tenders/open-tenders/>. Tenderers must have access to Microsoft © Office 2013 and Acrobat Adobe © 9.0 or similar compatible software.

Tenderers must submit, via email, the duly completed Form A1.1 Certificate of Intention to Submit a Tender within seven (7) days from the tender advertisement date (30 September 2022). Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive.

### **TENDERER'S MEETING**

No tenderers' clarification meeting will be held. Queries may be emailed to [johnh@bviwc.co.za](mailto:johnh@bviwc.co.za).

### **COMPLETION AND DELIVERY OF TENDERS**

The closing time for receipt of tenders is 11:00 on **Wednesday, 26 October 2022**

Telegraphic, telephonic, telex, e-mail, facsimile and late tenders will not be accepted.

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

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

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

Mr. John Hodgson

Tel No.: 021 527 7000

Fax No.: 021 527 7001

e-mail: [johnh@bviwc.co.za](mailto:johnh@bviwc.co.za)

## **T1.2 CONDITIONS OF TENDER**

**Note to tenderer:**

**The Conditions of Tender are the Standard Conditions of Tender as contained in SANS 10845-3:2015 Edition 1.**

**SANS 10845-3:2015 Edition 1 is obtainable from:**

**SABS Standards Division  
1 Dr Lategan Road  
Groenkloof**

**or**

**Private Bag X191  
Pretoria  
0001**

**Tel: +27 12 428 7911  
Fax: +27 12 344 1568  
website: [www.sabs.co.za](http://www.sabs.co.za).**



### T1.3 TENDER DATA

The Standard Conditions and the *Service Provider's* Special Conditions of Tender for Procurement make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard/special conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard and Special Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
2.1	Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule.
2.7	Wherever reference is made in the documentation to Service Provider it shall also mean the Engineering Consultant.
3.1	<p>The Applicant for the environmental authorisation is The South African National Road Agency SOC Limited (SANRAL). The Applicant's <i>domicilium citandi et executandi</i> (permanent physical business address) is:</p> <p>48 Tambotie Avenue VAL DE GRACE, Pretoria, 0184</p> <p>The Engineering Consultant's address for communication relating to this project is:</p> <p>Block B2, Edison Square c/o Century Avenue and Edison Way Century City Cape Town 7441</p>
3.2	<p>The tender documents issued by the <i>Service Provider</i> will be in electronic format (Flash drive, printed and bound hard copy) and comprise the following: (specific colours only applicable to the final signed contract document):</p> <p><b>Part T1: Tendering Procedures</b></p> <ul style="list-style-type: none"> <li>• T1.1 Tender Notice and Invitation to Tender</li> <li>• T1.2 Standard and Special Conditions of Tender</li> <li>• T1.3 Tender Data</li> </ul> <p><b>Part T2: Returnable Schedules</b></p> <ul style="list-style-type: none"> <li>• T2.1 List of Returnable Documents</li> <li>• T2.2 Tender Schedules</li> </ul> <p><b>Part C1: Agreements and Contract Data</b></p> <ul style="list-style-type: none"> <li>• C1.1 Form of Offer and Acceptance ..... (Yellow)</li> <li>• C1.2 Contract Data ..... (Yellow)</li> <li>• C1.3 Other contract forms..... (Yellow)</li> </ul> <p><b>Part C2: Pricing Data</b></p> <ul style="list-style-type: none"> <li>• C2.1 Pricing instructions ..... (Yellow)</li> <li>• C2.2 Pricing Schedules / Bills of Quantities..... (Yellow)</li> </ul> <p><b>Part C3: Scope of Works</b></p> <ul style="list-style-type: none"> <li>• C3 Scope of Works ..... (Blue)</li> </ul>

Clause Number	Tender Data
	<p><b>Part C4: Site Information</b></p> <ul style="list-style-type: none"> <li>C4 Site Information ..... (Green)</li> </ul> <p><b>Part C5: Annexure</b> ..... (White)</p>
3.4	<p>The Engineering Consultant's contact person is Mr. John Hodgson</p> <p>They can be contacted at:</p> <p>Block B2, Edison Square c/o Century Avenue and Edison Way Century City Cape Town 7441</p> <p>Tel : 021 527 7000 Email : johnh@bviwc.co.za</p> <p>The language for communications is English.</p>
3.5	<p>The tender process may be cancelled if:</p> <ul style="list-style-type: none"> <li>Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;</li> <li>Funds are no longer available to cover the total envisaged expenditure;</li> <li>No acceptable tender is received; or</li> <li>There is a material irregularity in the tender process</li> </ul>
4.1.1	<p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>(a) Meet the minimum requirements for Key Persons as stated in the Scope of Works in Clause C3108 Key Persons.</p> <p>(b) Are registered on National Treasury Central Supplier Database; Tenderers, or in the event of a Joint Venture, each member of the Joint Venture, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions;</p> <p>(c) Criteria for preferential procurement:</p> <p>Tenderers that have a B-BBEE contributor status level of 1 or 2 and are EMEs or QSEs.</p> <p>Tenderers shall submit a valid B-BBEE certificate in compliance with Tender Data 5.11.8 as proof of eligibility.</p> <p>Failure to satisfy the above eligibility criteria will result in a non-responsive tender.</p>
4.6	<p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.</p>
4.7	<p>No compulsory clarification meeting will be held.</p>
4.8	<p>Request clarifications at least 7 (seven) working days before the closing date.</p>

Clause Number	Tender Data
4.9	No insurance is provided by the Service Provider.
4.10	<p>Tenderers are required to state the rates and currencies in Rand (ZAR).</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be considered in the evaluation of tenders.</p>
4.10	All rates and/or sums tendered shall <b>not</b> be negative.
4.12.	Submit only one (1) offer for the full service. No alternative offers shall be accepted.
4.13.1	<p>The returnable documents shall be electronically completed in their entirety, submitted on the issued software format or fully compatible format, unless otherwise specified.</p> <p>Wherever it is a requirement that the tenderer must provide hours to match the price tendered and failed to do so, such imbalance cannot be corrected and will be declared non-responsive</p>
4.13.1	Submit the tender offer electronically onto a flash drive and, printed and bound hard copy.
4.13.4	The tenderer is required to submit all certificates as listed in the List of Returnable Schedules as scanned copies, in .pdf format onto a flash drive, and printed and bound hard copy.
4.13.5	Wherever reference is made in the tender documentation for non-financial proposal it shall also mean technical proposal.
4.13.5	Submit only the signed original tender offer.
4.13.5	A one-envelope procedure will apply.
4.15	<p>The address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box:      Security Gate</p> <p>Physical address:              38 Ida Street Menlo Park Pretoria 0081</p> <p>Identification details: Place the signed original tender offer in a package marked:</p> <p>TENDER SANRAL R.040-060-2019/1ENV for Environmental Subservices for the New Grade-Separated Interchange on National Route R40 and R527 at Hoedspruit</p> <p><i>Tenderer's authorised representative's name.....</i>  <i>Tenderer's postal address.....</i>  <i>Tenderer's contact details.....</i></p> <p>Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the relevant address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the tenders received register.</p>

Clause Number	Tender Data
4.15	The closing time for submission of tender offers is 11:00 on <b>Wednesday, 26 October 2022</b> .
4.16.1	The tender offer validity period is 12 weeks.
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ul style="list-style-type: none"> <li>(a) withdraws his tender;</li> <li>(b) gives notice of his inability to execute the contract in terms of his tender; or</li> <li>(c) fails to comply with a request made in terms of 4.17, 4.18, 5.9 or 5.13;</li> </ul> <p>such tenderer shall be barred from tendering on any of the <i>Service Provider's</i> tenders for a period to be determined by the <i>Service Provider</i>, but not less than 6 (six) months from a date determined by the <i>Service Provider</i>. 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 for the validity period was not accepted by the tenderer. The <i>Service Provider</i> may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.17	<p>Any clarification requested under this clause must be provided within two (2) working days of date of request.</p> <p>Where required during tender evaluation, the <i>Service Provider</i> shall seek clarification from tenderers. No change in the competitive position of tenderers or substance of the tender offer is sought, offered or permitted.</p>
4.18	Any additional information requested under the clause must be provided within 5 (five) working days of date of request.
5.1	The <i>Service Provider</i> shall respond to clarifications received up to 7 (seven) working days before tender closing date.
5.2	The <i>Service Provider</i> shall issue addenda until 5 (five) working days before tender closing date.
5.7	<p>Prior to disqualification, the <i>Service Provider</i> shall inform the tenderer and give the tenderer an opportunity to make representations within fourteen (14) days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.</p> <p>In the event of disqualification, the <i>Service Provider</i> 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 <i>Service Provider</i> shall inform the National Treasury in writing.</p>
5.8	Amongst reasons for tender cancellation, SANRAL will cancel the tender should all tenders be non-responsive in terms of Clause 3.5, and no negotiations will be conducted.

Clause Number	Tender Data
5.9	<p><b>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</b></p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> <li>(a) the gross misplacement of the decimal point in any unit rate;</li> <li>(b) omissions made in completing the Pricing Schedule or Bills of Quantities; or</li> <li>(c) arithmetic errors in: <ul style="list-style-type: none"> <li>(i) line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or</li> <li>(ii) the summation of the prices;</li> </ul> </li> <li>(d) imbalanced unit rates.</li> </ul> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> <li>(a) if Bills of Quantities or Pricing Schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</li> <li>(b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</li> <li>(c) Where the unit rates are imbalanced, adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> </ul> <p>Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p>
5.10	<p>Where required during tender evaluation, the <i>Service Provider</i> shall seek clarification from tenderers. No change in the competitive position of tenderers or substance of the tender offer is sought, offered or permitted.</p> <p>Any response to the clarification requested under this clause must be provided within two (2) working days of date of request.</p>
5.11.1	<p>The procedure for the evaluation of responsive tenders is Method 3.</p> <p>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 preference.</p> <p>If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.</p>

Clause Number	Tender Data									
	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	<p><b>i. 80/20 preference point system for acquisition of goods and services for Rand value equal to or above R30 000 and up to R50 million</b></p> <p>The following formula will be used to calculate the points out of 80 for price:</p> <p><math display="block">Ps = 80(1 - (Pt - Pm) / Pm)</math></p> <p>Where:</p> <p>Ps is the points scored for price of tender under consideration. Pt is the price of the tender under consideration; and Pm is the price of the lowest acceptable tender.</p> <p><b>ii. 90/10 preference point system for acquisition of goods and services for Rand value above R50 million</b></p> <p>The following formula will be used to calculate the points out of 90 for price:</p> <p><math display="block">Ps = 90(1 - (Pt - Pm) / Pm)</math></p> <p>here:</p> <p>Ps is the points scored for price of tender under consideration. Pt is the price of the tender under consideration; and Pm is the price of the lowest acceptable tender. In the event that the calculated value is negative, the allocated score shall be 0 (zero).</p>									
5.11.8	<p>Up to 100 minus W<sub>1</sub> tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003 as amended in Act 46 of 2013) and the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:</p> <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></table> <p>Eligibility for preference points is subject to the following conditions:</p> <p>(a) A tenderers' scorecard shall be a B-BBEE Verification Certificate issued in accordance with:</p> <p>(i) 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, Industry and Competition.</p> <p>- In the event that the Measured Entity operates in more than one sector or a sub-sector (e.g. Contractor or BEP) the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue</p>	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
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								

Clause Number	Tender Data
	<p>thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes. published in Notice 931 of Government Gazette No 41287 on 1 December 2017 by the Department of Trade and Industry.</p> <p>(ii) the amended Generic Codes of Good Practice issued by the Department of Trade, Industry and Competition The scorecard shall be submitted as a certificate attached to Returnable Schedule Form D1; and</p> <p>(b) The certificate shall:</p> <p>(i) Be valid at the closing date; and</p> <p>(ii) Have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or</p> <p>(iii) Be in the form of a sworn affidavit (accompanied by financial statement or Management Accounts on the latest financial year) in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million, if issued in accordance with the amended Construction Sector Codes published in Notice 931 of Government Gazette No 41287 on 1 December 2017 by the Department of Trade and Industry; and</p> <p>(iv) Have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15); and</p> <p>(c) Compliance with any other information requested to be attached to Returnable Schedule Form D1; and</p> <p>(d) <b>A valid BBBEE Certificates shall contain:</b></p> <ul style="list-style-type: none"> <li>- Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.</li> <li>- Value-Added Tax number, where applicable.</li> <li>- The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.</li> <li>- B-BBEE status with corresponding procurement recognition level.</li> <li>- The relevant Codes used to issue the B-BBEE verification certificate.</li> <li>- Have a date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.</li> <li>- Financial period which was used to issue the B-BBEE Verification Certificate.</li> </ul> <p>(e) <b>A valid Sworn Affidavit shall contain:</b></p> <ul style="list-style-type: none"> <li>- Name/s of deponent as they appear in the identity document and the identity number.</li> <li>- Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.</li> <li>- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.</li> <li>- Percentage black ownership, black female ownership and whether they fall within a designated group.</li> <li>- Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.</li> <li>- Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. The valid format of the Financial Year-End is <b>Day/Month/Year</b></li> <li>- B-BBEE status level. An enterprise can only have one status level.</li> <li>- Date deponent signed and date of Commissioner of Oath must be the same.</li> <li>- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and</li> </ul> <p>(f) In the event of an un-incorporated Joint Venture (JV), a valid project specific consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted; and</p>

Clause Number	Tender Data
	<p>(g) If the tender documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the status level that the tenderer qualifies for, 0 (zero) points for preference will be awarded, unless the intended sub-contractor is an EME that has the capability to execute the sub-contract.</p>
5.13.	<p>The conditions stated in clauses 5.13(a) to (f) of the Conditions of Tender as well as the following additional clauses 5.13(g) to (j) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 and as compelling and justifiable reasons in terms of Conditions of Tender clause 5.11:</p> <p>(g) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>(h) the tenderer has not abused the <i>Service Provider's</i> supply chain management system; and</p> <p>(i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect.</p> <p>(j) SARS Tax compliance status Tenderers, or in the event of a Joint Venture, each member of the Joint Venture, shall be tax compliant. Tenderers who are not compliant or become non-compliant during the tender evaluation period, shall become compliant within 7 (seven) working days of the date of being notified. Tenders received from such tenderers who are not tax compliant within 7 (seven) working days of being notified, will not be considered.</p> <p>(k) Compliance with Compensation for Occupational Injuries and Diseases Act (COID). Tenderers, or in the event of a Joint Venture, each member of the Joint Venture, shall be registered and in good standing with the compensation fund or with a licensed compensation insurer at the closing date for tender submissions. The licensed compensation insurer shall be approved by the Department of Labour in terms of Section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993). Tenders received from such tenderers who are not in good standing with the compensation fund at the closing date for tender submissions, will not be considered.</p> <p>In addition to the requirements under paragraph (b) of the Conditions of Tender, in the event that a due diligence is performed as part of the tender evaluation, the due diligence report will be used to evaluate the tenderer's ability to perform the contract as stated in sub-clause (b).</p> <p>The due diligence will evaluate the overall risk associated with the tender. The due diligence will take into consideration the following:</p> <ul style="list-style-type: none"> <li>• Assessment of financial statements to assess the financial position of the tenderer and its ability to obtain the necessary guarantees or insurances;</li> <li>• Evaluation of managerial and technical ability and available resources in relation to the proposed tender;</li> <li>• Integrity risk evaluation;</li> <li>• Operations, activities, locations and key customers;</li> <li>• Reference checks from previous clients; and</li> <li>• Risk rating (i.e. high risk, medium to high risk, medium risk or low risk) of the tenderer.</li> </ul>
5.16	<p>The <i>Service Provider</i> will notify unsuccessful tenderers when the tender process has been concluded. Any unsuccessful tenderer may request a debriefing in writing as specified in clause 5.19.</p>



<b>Clause Number</b>	<b>Tender Data</b>
5.17	The <i>Service Provider</i> will provide 1 (one) signed contract document to the Sub-Service Provider.
5.19	All requests from tenderers shall be in writing.
<b>ADDITIONAL CONDITIONS OF TENDER CLAUSES:</b>	
3.7	<b>Jurisdiction</b>  Unless stated otherwise in the Tender Data, each tenderer and the Service Provider undertake to accept the jurisdiction of the law courts of the Republic of South Africa.

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## **PART T2: RETURNABLE SCHEDULES**

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## **T2.1 LIST OF RETURNABLE SCHEDULES**

### **Notes to tenderer:**

- 1. Returnable schedules have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporates National Treasury requirements within them. Returnable schedules 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, B, C and D).**
  - (ii) A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1).**
- 2. Failure to fully complete the relevant returnable documents shall render such a tender offer to be declared 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, including the information provided by candidates proposed for the specified key positions.**
- 4. Notwithstanding any check or audit conducted by or on behalf of the Service Provider, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Service Provider has the discretionary right under contract condition 8.4 to terminate the contract.**

## T.2.1 LIST OF RETURNABLE SCHEDULES

### Notes to tenderer:

1. This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.
2. The electronic format for the submission of the relevant forms is indicated in the schedule below.

FORM NO	ELEC-TRONIC FORMAT	FORM DESCRIPTION	INITIAL IF COMPLETED
A1	PDF	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	N/A
A1.1	PDF	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	*1
A2.1	PDF	CERTIFICATE OF AUTHORITY FOR SIGNATORY	*1
A2.2	PDF	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	*1 & *2
A2.3	PDF	CERTIFICATE OF SINGLE TENDER SUBMISSION	*1 & *2
A2.4	PDF	CERTIFICATE OF FRONTING PRACTICES	*1 & *2
A2.5	PDF	DECLARATION FORM – MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	*1 & *2
A2.6	PDF	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	*1 & *2
A2.7	PDF	DECLARATION OF INDEPENDENT TECHNOLOGY-BASED INTELLECTUAL SERVICE PROVIDER	*1 & *2
A3.1	PDF	BIDDER'S DISCLOSURE	*1 & *2
A3.2	PDF	CERTIFICATE OF INDEPENDENT TENDER	N/A
A3.3	PDF	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	N/A
A3.4	PDF	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	*1 & *2
A4	PDF	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	*1 & *2
A5	PDF	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	*1
A6	PDF	CERTIFICATES OF TAX COMPLIANCE STATUS	*1
A7	PDF	CERTIFICATE OF INSURANCE COVER	*1
A8	PDF	TENDERER'S BANK DETAILS	*1
A10	PDF	SCHEDULE OF CURRENT COMMITMENTS	*1
A11	PDF	POSSIBLE COMMITMENTS OF KEY PERSON	*1
A12	PDF	CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993	*1
A13	PDF	SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	*1 & *2
B1	MS EXCEL	KEY PERSON'S TECHNICAL/MANAGERIAL RECORD	*1
B2	MS EXCEL	KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD	*1
B3	MS EXCEL	TENDERER'S PROJECT STRUCTURE	*1

FORM NO	ELEC-TRONIC FORMAT	FORM DESCRIPTION	INITIAL IF COMPLETED
B5	PDF	PRELIMINARY PROGRAMME (INCLUDING UNDERSTANDING AND APPROACH)	*1
C1.1.1	PDF	FORM OF OFFER	*2 & *3
C1.2.3	PDF	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	*2
C2.2	MS EXCEL	PRICING SCHEDULE	*1 & *2 & *3
C2.3	MS EXCEL	SUMMARY OF PRICING SCHEDULE	*1, *2 & *3
D1		TENDERER'S B-BBEE VERIFICATION CERTIFICATE	*1, *2 & *3

NOTES:

\*1 - SCHEDULES/DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

\*2 - SCHEDULES/DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

## T.2.2 RETURNABLE SCHEDULES

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**FORM A1: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES FOR THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**Notes to Tenderer:**

- 1. Scan a copy of completed and signed Certificate on a Flash drive, printed and bound hard copy.**

This is to certify that I, .....

in my capacity as .....

represent (insert name of tenderer) .....

of (address) .....

.....

telephone number ..... fax number .....

e-mail .....

attended the clarification meeting (*insert date & time*) ..... conducted  
by BVi Consulting Engineers Western Cape (Pty) Ltd

TENDERER'S REPRESENTATIVE ..... Date .....  
(Signature)

SERVICE PROVIDER'S REPRESENTATIVE ..... Date .....  
(Signature)

**FORM A1.1: CERTIFICATE OF INTENTION TO SUBMIT A TENDER**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES FOR THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**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 SANRAL 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 Employer 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 for this contract.

TENDERER'S REPRESENTATIVE ..... Date .....

(Signature)



**FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES FOR THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**Notes to tenderer:**

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners. Scan a copy of the resolution onto a Flash drive, printed and bound hard copy
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
  - authority for signatory,
  - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
  - name of designated lead member of the intended joint venture, as required by tender condition 4.13.2.
3. The resolution below is given as an example of an acceptable format for authorisation. Submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.
4. In the event that authorisation is for more than one project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners

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 contract no.

**SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES FOR THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT**

and any contract which may arise therefrom on behalf of (*enter name of tenderer in block capitals*) .....

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

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

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESS: .....

SIGNATURE

SIGNATURE

NAME (print)

NAME (print)

**FORM A2.2: DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT  
OUTSTANDING TO SANRAL**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES FOR THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**Notes to tenderer:**

- 1. The signatory for the tenderer (as per Form A2.1) shall complete and sign this form declaring the current status of debt outstanding to SANRAL**
- 2. In the event that the tenderer is a Joint Venture, a declaration is required from each member of the Joint Venture.**

I, the undersigned, ..... declare:

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

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

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

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

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

.....  
SIGNATURE

The deponent having:

1. Acknowledge that he/she knows and understands the contents hereof;
2. Confirmed that he/she has not objection to the taking of the prescribed oath;
3. That he/she considered the prescribed oath as binding upon his/her conscience; and
4. The Regulations contained in the Government Gazette Notice R1258 of July 1972 and R 1648 of August 1977 having been complied with.

.....  
COMMISSIONER OF OATHS

**FORM A2.3: CERTIFICATE OF SINGLE TENDER SUBMISSION**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**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, Targeted Enterprise or sub-contracted Key Person(s).

**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, a Targeted Enterprise or a sub-contracted Key Person(s),  
participate in more than 1 (one) tender.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

## FORM A2.4: CERTIFICATE OF FRONTING PRACTICES

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

### 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 DTI and B-BBEE Commissioner. Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to the DTI and B-BBEE Commissioner.

### Fronting Indicators

<ul style="list-style-type: none"><li>• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;</li></ul>
<ul style="list-style-type: none"><li>• 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;</li></ul>
<ul style="list-style-type: none"><li>• 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;</li></ul>
<ul style="list-style-type: none"><li>• There is no significant indication of active participation by black people identified as top management at strategic decision-making level;</li></ul>
<ul style="list-style-type: none"><li>• An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;</li></ul>

<ul style="list-style-type: none"> <li>• An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;</li> </ul>
<ul style="list-style-type: none"> <li>• An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;</li> </ul>
<ul style="list-style-type: none"> <li>• The enterprise displays evidence of circumvention or attempted circumvention;</li> </ul>
<ul style="list-style-type: none"> <li>• An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;</li> </ul>
<ul style="list-style-type: none"> <li>• 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</li> </ul>
<ul style="list-style-type: none"> <li>• 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.</li> </ul>

## 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 *Service Provider* may report fronting practices to the Department of Trade and Industry and the B-BBEE Commissioner.
3. I accept that intentional misrepresentation by measured entities may constitute fraudulent practices that shall be reported to the Department of Trade and Industry and the B-BBEE Commissioner.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

## **FORM A2.5: DECLARATION FORM – MANAGEMENT OF PROMINENT INFLUENTIAL PERSONS**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

### **Notes to Tenderer:**

1. In line with a policy on the management of Prominent Influential Persons (PIP'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 or on behalf of SANRAL. This is done to mitigate SANRAL's perceived association, reputational, operational or legal risk, as it strives to foster and maintain fair and transparent business relations. (This policy is available on the SANRAL's website: [www.nra.co.za](http://www.nra.co.za))
2. It is compulsory that all prospective and existing tenderers conducting business with the Service Provider, 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 Service Provider 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 Service Provider with credible information in the prescribed form, the tender may be rendered invalid.
7. Should the Service Provider, 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
  - ii. "Business relationship" means the connection formed between the Service Provider 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 DPIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIP, FPPO and Fin from each of the Joint Venture (JV) members, is required.

**Prominent Influential Persons (PIP’s) Reporting Form**

IDENTIFICATION PARTICULARS				
Primary Particulars	First Name	Surname	Middle Name	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 DPIP	a FPPO	a FIN	Family member or Close Associate of a DPIP/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				

<b>MEDIA REPORTS / OTHER SOURCES OF INFORMATION</b>
(Please reference all known negative or damaging media reports associated with the DPIIP/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:

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

Signature: .....

Name: .....

Position: .....

Date: .....

Name of Tenderer: .....



**FORM A2.6: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**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 A2.7: DECLARATION OF INDEPENDENT TECHNOLOGY-BASED INTELLECTUAL SERVICE PROVIDER**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**Notes to tenderer:**

- 1. The signatory for the tenderer (as per Form A2.1) shall complete and sign this form.**
- 2. In the event that the tenderer is a Joint Venture, a declaration is required from each member of the Joint Venture.**
- 3. Failure to declare may result in a non-responsive tender.**

I, the undersigned, ..... declare that  
the tenderer including the Targeted Enterprise(s) (*note to compiler delete if TEs not applicable to this tender*):

1. Is a natural person or legal entity which provides independent technology-based intellectual services in the built, human and natural environment to clients for a fee,
2. is not engaging in or is not a subsidiary or holding company of a company that engages in manufacturing or construction;
3. is not in substance owned by the State or a similar public body,
4. is not in substance the design department of a development, manufacturing or construction enterprise.

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

SIGNATURE

The deponent having:

1. Acknowledge that he/she knows and understands the contents hereof;
2. Confirmed that he/she has not objection to the taking of the prescribed oath;
3. That he/she considered the prescribed oath as binding upon his/her conscience; and
4. The Regulations contained in the Government Gazette Notice R1258 of July 1972 and R 1648 of August 1977 having been complied with.

.....  
COMMISSIONER OF OATHS

## FORM A3.1: BIDDER'S DISCLOSURE (SBD4)

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

### Notes to tenderer:

#### i. Definitions:

##### a. "State" means:

- 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);
- any Municipality of Municipal Entity;
- Provincial Legislature;
- National Assembly or the National Council of Provinces; or
- Parliament.

##### b. "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.

#### ii. In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.

#### iii. If the Form is omitted or blank; or if the tenderer found to have failed to declare conflict or declare false information, The tender will be declared non-responsive and should it be discovered after the award of a contract, contract maybe terminated and tenderer will be ultimately restricted from doing business with the State.

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### 1. PURPOSE OF THE FORM

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

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

### 2. BIDDER'S DECLARATION

2.1.	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest <sup>1</sup> in the enterprise, employed by the state?	<b>YES/NO</b>
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2.1.1.	If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders /members/ partners or any person having a controlling interest in the enterprise, in the table below.	
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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars:

.....  
 .....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1. If so, furnish particulars:

.....  
 .....

### 3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

**FORM A3.2: CERTIFICATE OF INDEPENDENT TENDER (INCORPORATING SBD9)**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

Repealed

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

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

Repealed

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

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive (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 Service Provider: .....

Central Supplier Database Supplier Number: .....

Supplier Commodity: .....

Delivery Location: .....



**FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

PAGE	DESCRIPTION

SIGNED BY TENDERER: .....

**FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**Notes to Tenderer:**

1. If an addendum containing material amendments is not incorporated by the tenderers in his tender offer, the tender will be declared non-responsive.

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

SIGNED BY TENDERER: .....

**FORM A6: CERTIFICATE OF TAX COMPLIANCE STATUS (INCORPORATING SBD2)**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

The Tenderer shall complete the declaration below.

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

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

.....  
**SIGNATURE**

.....  
**DATE**

**FORM A7: CERTIFICATE OF INSURANCE COVER**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**Notes to tenderer:**

- 1. Scan Certificate of insurance cover onto a Flash drive, printed and bound hard copy.**
- 2. In the event of the tenderer being a Joint Venture/consortium, the details of the individual members must also be provided.**

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

(i) Name of Tenderer: .....

(ii) Period of Validity: .....

(iii) Value of Insurance:

- Professional Indemnity (for each and every case)

Company: .....

Value: .....

- General public liability

Company: .....

Value: .....

- Third party liability

Company: .....

Value: .....

**FORM A8: TENDERER'S BANK DETAILS**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**Notes to tenderer:**

- 1. The tenderer's banking details as they appear below shall be completed.**
- 2. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.**
- 3. If the Tenderer does not have financial resources. The tender will be declared non-responsive.**

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 .....  
.....

**FORM A10: SCHEDULE OF CURRENT COMMITMENTS**

CONTRACT SANRAL R.040-060-2019/1ENV

FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**Notes to tenderer:**

1. The tenderer shall list below all projects with which proposed Key Persons are currently involved.
2. The start date in column 4 of the table below is that date indicated in the tender documents as being the intended start of the duties of the key personnel (i.e. expected start of design or supervisory duties).
3. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.

NAME & POSITION	PROJECT	CLIENT	START DATE (M/Y)	DURATION (MONTHS)	ESTIMATED COMPLETION DATE	VALUE OF SERVICE

**FORM A11: POSSIBLE COMMITMENTS OF KEY PERSON**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**Notes to tenderer:**

1. The Subservice Provider will be limited to participate in a maximum number of 6 (six) conventional contracts in design and construction.
2. The tenderer shall list below all projects/tenders for which the proposed Subservice Provider have been proposed, and for which results of an award are unknown at the date of tender closure of this project.
3. The start date in column 4 of the table below is that date indicated in the tender documents as being the intended start of the duties of the key personnel (i.e. expected start of design or supervisory duties).
4. Tenderers must submit an alternative candidate for those positions identified as being possible areas of conflict by completing separate Returnable Schedules Forms B1 and B2 for the alternate. The Service Provider will not request alternative candidates after tender closure and will interpret the lack of any alternative candidate as an indication the tenderer accepts that it will be impossible to be awarded more projects than the limitations applicable to Key Persons. The Service Provider reserves the right to select according to its best interest and not the tenderers.

NAME & POSITION	PROJECT	CLIENT / REGION	START DATE (M/Y)	DURATION (MONTHS)

**FORM A12: CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**Notes to tenderer:**

1. Discovery that the tenderer has failed to make proper disclosure may result in the Service Provider 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 in terms of Section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).
3. The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 (thirty six) months preceding the date of the tender.
4. In the event of a joint venture enterprise, all members shall comply with the above requirement.



**FORM A13: FORM SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING**

**PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED</b>					
BID NUMBER:	SANRAL R.040-060-2019/1ENV	CLOSING DATE:	Wednesday, 26 October 2022	CLOSING TIME:	11.00
DESCRIPTION	ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: The South African National Road Agency SOC Ltd 38 Ida Street, Menlo Park, Pretoria, 0081					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO</b>		
CONTACT PERSON	Mr. John Hodgson		CONTACT PERSON	Mr. John Hodgson	
TELEPHONE NO	021 527 7000		TELEPHONE NO	021 527 7000	
FACSIMILE NO	021 527 7001		FACSIMILE NO	021 527 7001	
E-MAIL ADDRESS	johnh@bviwc.co.za		E-MAIL ADDRESS	johnh@bviwc.co.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B: TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
<b>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. THROUGH THE SARS WEBSITE, <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA/JOINT VENTURES/SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS/PIN/CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted, e.g. Company Resolution)

DATE: .....

**FORM B1: KEY PERSON'S TECHNICAL/MANAGERIAL RECORD**

CONTRACT SANRAL R.040-060-2019/1ENV

FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**Notes to Tenderer:**

1. If the Form is omitted or incomplete or proposed candidate does not meet the minimum experience, the tender will be declared non-responsive.
2. Form B1 must be filled for each Key Person if different. The same person may be proposed for the two roles, but a maximum of people will be evaluated.
3. If the Form is omitted or incomplete or proposed candidate does not meet the minimum experience, the tender will be declared non-responsive.

**See additional notes overleaf**

NAME	IDENTITY DOCUMENT NUMBER OR PASSPORT NUMBER OF NON-RSA RESIDENTS	POSITION IN TEAM
		<i>Environmental Assessment Practitioner (EAP)</i>
		<i>Environmental Control Officer (ECO)</i>

**Technical/Managerial Experience**

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

CLIENT & PROJECT NO	PROJECT TYPE	RELEVANT EXPERIENCE STARTED	RELEVANT EXPERIENCE ENDED	POSITION HELD	CONTACT PERSON AND POSITION	CONTACT NO.

Comments:  

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Notes to tenderer:

1. Column 1: select from the list of client bodies in the relevant table below and apply the abbreviation provided. If the list, in the opinion of the tenderer, does not contain an appropriate match, insert the word 'OTHER' and in the comments space explain who the entity requiring the service was.
2. Column 2: select from the list of project types in the relevant table below and apply the abbreviation provided. If the list, in the opinion of the tenderer, does not contain an appropriate match, insert the word 'OTHER' and in the comments space explain the service provided. If a specialist investigation service is the project being claimed by a tenderer, explain in a few words the subject matter of the investigation in the comments space provided.
3. Column 3: insert the date the service started using the month and year only. The start date is deemed to be the date on which the appointment to undertake the service was given.
4. Column 4: insert the date on which the service ended by using month and year only. The end date is deemed to be the date on which a final report on the environmental investigation (i.e. the project) was given to the client. If the date is in the future, estimate when the final report will be delivered.
5. Column 5: provide details of a person close to the project being listed as a referee who may, or not, be contacted to verify the accuracy of the project claimed.

<b>Note 1: Client body receiving the service</b>	<b>Abbreviation</b>	<b>Project Type (Note2)</b>	<b>Abbreviation</b>
District municipality	DM		
International client	IC	Basic assessment report	BA
Local municipality	LM		
National department	ND	Construction monitoring	CM
Organ of State (state-owned company)	OS		
Private sector (commerce)	PC	Environmental impact assessment & scoping	EI
Private sector (mining or industrial)	PM		
Provincial department	PD	Environmental screening	ES
		Specialist investigation	SI

**FORM B2: KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD**

CONTRACT SANRAL R.040-060-2019/1ENV

FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

**Notes to Tenderer:**

- 1. Form B2 must be filled for the Key Person. Where 2 Key Persons are proposed, the form must be filled for each person.**
- 2. The tender will be declared non-responsive if the minimum requirements are not met.**

Name of Key Person: .....

**Registration with professional bodies**

Professional registration body		
Level of registration		
Registration number		
Date of registration		

Highest qualification	Institution	Year graduated
Initial relevant Tertiary Qualification	Institution	Year graduated

Comments:

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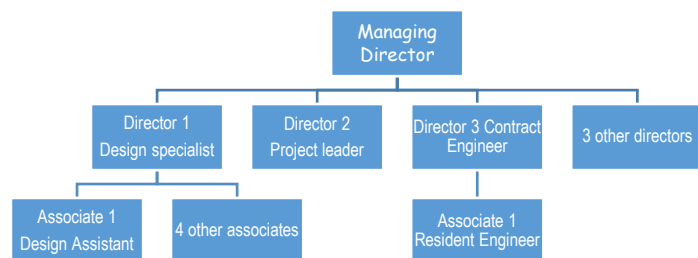
## FORM B3: TENDERER'S PROJECT STRUCTURE

CONTRACT SANRAL R.040-060-2019/1ENV

FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

### Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA



<b>Head Office:</b>	<i>State City/Town</i>
<b>Other Offices:</b>	<i>Only list number, localities not required</i>
<b>Registered Professionals:</b>	
<b>Registered Professionals</b>	
<b>Total Employees:</b>	
<b>% share in JV agreement</b>	

Notes to tenderer and candidate:

1. Select from the list of positions in the table below the proposed position that the employee will hold in the tenderer's team. The same employee may be proposed for more than 1 position simultaneously.
2. Select from the list of company positions in the table below the actual position that the employee occupies in the tenderer's organisational structure.
3. Each employee must provide the relevant level of registration (e.g. fellow, associate, candidate, professional etc), registration number and registration date for each of the listed professional bodies. If different from those in the pro-forma then the candidate must list the equivalent body with which he/she is registered and in the space provided for comments give a brief explanation of that body.  
EAPASA = Environmental Assessment Practitioner Association of South Africa.

<b>Position proposed (Note 1)</b>	<b>Abbreviation</b>	<b>Position in company (Note 2)</b>
Project leader	PL	Director (with executive powers)
Alternate project leader	APL	Director (without executive powers)
Environmental specialist	ES	Associate (with shares)
Public participation specialist	PPS	Associate (without shares)
Environment assessment practitioner (EAP)	EAP	Employee
Assistant EAP	A/EAP	Contracted-in or secondment
Environment control officer (ECO)	ECO	

## **FORM B5: PRELIMINARY PROGRAMME**

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

The tenderer shall attach a preliminary programme reflecting the proposed sequences and tempo of execution of the various activities.

### **Notes to tenderer:**

1. The tenderer shall attach to this page a method statement based on the information already given in the preceding series of B Forms. The statement shall demonstrate the Tenderer understands the project requirements by clearly setting out the following:
  - An explanation of the processes used to assess the project in relation to legislation and project information and the decisions reached therefrom that underpin the prices offered;
  - A summary of the type of environmental approvals and/or processes that the project requires;
  - Explanation of the various sections of legislation that support the conclusion drawn in the summary;
  - The methods that will be applied to achieve the stated approval as well as the monitoring against EMPr requirements; Environmental Authorisations (including General Authorisation conditions for Sections 21(c) and (i) of the National Water Act); resource efficiency (water, energy consumption), etc.
  - The staff resources, including estimated duration, to be used in the field and office.
2. An indicative programme reflecting the proposed sequences and staff involvement in the method statement and the key delivery dates of the various reports applying for approval. The programme must show the legislated periods within the relevant authorities have to respond.
3. An indicative cashflow that matches the prices and costs submitted in the Pricing Schedule with probable dates of payment linked to the indicative programme.
4. Limit this submission to five (5) pages including the programme and cashflow.



**FORM D1: TENDERER'S B-BBEE VERIFICATION CERTIFICATE (INCORPORATING SBD6.1)**

**Notes to Tenderer:**

- 1. The tenderer shall attach to this form a valid copy of the B-BBEE Verification Certificate issued in accordance with:**
  - (i) the amended B-BBEE Codes of Good Practice issued by the Department of Trade, Industry and Competition.**

In the event that the Measured Entity operates in more than one sector or a sub-sector (e.g. Contractor or BEP) the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes. published in Notice 931 of Government Gazette No 41287 on 1 December 2017 by the Department of Trade, Industry and Competition.
  - (ii) the amended Generic Codes of Good Practice issued by the Department of Trade, Industry and Competition**
- 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 (accompanied by an audited financial statement or Management Accounts on the latest financial year) or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME); and**
  - **be valid at the tender closing date; and**
  - **have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15).**
- 3. In the event of a Joint Venture (JV), a project specific (SANRAL project number indicated) consolidated B-BBEE Verification Certificate in the name of the JV shall be attached.**
- 4. A valid BBBEE Certificates shall contain:**
  - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
  - Value-Added Tax number, where applicable.
  - The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
  - B-BBEE status with corresponding procurement recognition level.
  - The relevant Codes used to issue the B-BBEE verification certificate.
  - Have a date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
  - Financial period which was used to issue the B-BBEE Verification Certificate.
- 5. A valid Sworn Affidavit shall contain:**
  - Name/s of deponent as they appear in the identity document and the identity number.
  - Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
  - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
  - Percentage black ownership, black female ownership and whether they fall within a designated group.
  - Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
  - Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. The valid format of the Financial Year-End is **Day/Month/Year**
  - B-BBEE status level. An enterprise can only have one status level.
  - Date deponent signed and date of Commissioner of Oath must be the same.

- Commissioner of Oaths cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and
6. **The attached Verification Certificate and the associated Assessment Report shall comply with the requirements of Tender Data, Clause 5.11.8 and shall identify:**
    - (a) The name and domicilium citandi et executandi of the tenderer.
    - (b) The registration and VAT number of the tenderer.
    - (c) The dates of granting of the B-BBEE score and the period of validity.
    - (d) The expiry date of the Verification Certificate.
    - (e) A unique identification number.
    - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
    - (g) The name and/or mark/logo of the B-BBEE Verification Agency.
    - (h) The scorecard (GENERIC, QSE, Exempt) against 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 under-developed areas or townships shareholding.
    - (r) The % black military veterans shareholding.
    - (s) The value added status of the tenderer.
  7. **The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected Verification Agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same Verification Agency and also attached to this form.**
  8. **The tender will be declared non-responsive:**
    - (a) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; or
    - (b) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level (not applicable for 2 envelope system); or
    - (c) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; or
    - (d) If the tenderer submits a B-BBEE Certificate that is expired - but did claim preference points; or
    - (e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements (eg. not SANAS); or
    - (f) If the tenderer submits the Scorecard assessment report only; or
    - (g) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which is not project specific; or
    - (h) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate does not have a contract description and / or a tender number; or
    - (i) If a tenderer only submits one B-BBEE certificate, where multiple tenders were issued by SANRAL; or
    - (j) If the BBBEE certificate or Sworn Affidavit is not submitted or not valid.
    - (k) Sworn Affidavit; if
      - (i) EME (not start-up) submits a Sworn Affidavit with total revenue above R1.8 million (Consultants) or R3 million (contractors) instead of a B-BBEE Certificate; or

- (ii) QSE submits Sworn Affidavit (consultants and contractors) instead of a B-BBEE Certificate
- (l) If the Sworn Affidavit is not valid. A valid Sworn Affidavit must contain the following:
  - (i) Name/s of deponent as they appear in the identity document and the identity number.
  - (ii) Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
  - (iii) Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
  - (iv) Percentage black ownership, black female ownership and whether they fall within a designated group.
  - (v) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
  - (vi) Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue.
  - (vii) B-BBEE status level. An enterprise can only have one status level.
  - (viii) Date deponent signed and date of Commissioner of Oath must be the same.
  - (ix) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest".

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# **PART C1: AGREEMENTS AND CONTRACT DATA**

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## PART C1: AGREEMENTS AND CONTRACT

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## **C1.1 FORMS OF OFFER AND ACCEPTANCE**

### **C1.1.1 FORM OF OFFER (INCORPORATING SDB7)**

BVi Consulting Engineers Western Cape (Pty) Ltd  
Block B2, Edison Square  
C/o Edison Way & Century Avenue  
Century City  
Cape Town  
7441

Sir,

CONTRACT SANRAL R.040-060-2019/1ENV

FOR THE PROVISION OF ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

I/we, by signing this part of the forms of offer and acceptance, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that 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.

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 Subservice Provider 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 PART C2.3: PRICING SCHEDULE SUMMARY IS**

.....

..... (in words)

(R..... in figures).

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

#### **B. PREFERENCE CLAIMED**

I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule Form D1: 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 D1, the Verification Certificate shall apply.

You may accept this offer by signing and returning to the tenderer one copy of the acceptance part of the forms of offer and 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 Subservice Provider (who is the EAP) in the conditions of contract identified in the contract data.

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 collusion with, or influence from, any

employee of the Service Provider, the *Service Provider* the Applicant or other tenderers, fraud, corruption and misrepresentation.

Yours faithfully,

SIGNATURE: ..... DATE: .....

NAME (IN CAPITALS): .....

CAPACITY: .....

Date and minute reference of company resolution if different from returnable schedule Form A2:  
Certificate of Authority for signature .....

NAME AND ADDRESS OF ORGANISATION: .....

.....

NAME AND SIGNATURE OF WITNESS:

SIGNATURE: ..... DATE: .....

NAME (IN CAPITALS): .....

SIGNATURE: ..... DATE: .....

NAME (IN CAPITALS): .....

**Notes to tenderer:**

1. If a tenderer submits an alternative offer, but
  - (a) Permission was not granted, where applicable; or
  - (b) Postulated offer is not submittedThe tender shall be declared a non-responsive tender offer.

### C1.1.2 FORM OF ACCEPTANCE (INCORPORATING SBD7)

#### FORM OF ACCEPTANCE

To (*Name of successful tenderer*)

Dear Sir,

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR THE PROVISION OF ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED  
INTERCHANGE ON NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

#### ACCEPTANCE OF OFFER

1. It is our pleasure to inform you (*SubService Provider to insert name*) that (the Service Provider) accepts your offer in the amount of R.....(i.e. including VAT but excluding CPA and any contingent sum not in the priced schedule).
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. 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 and  
Part C4: Site Information,  
Part C5 : Annexures

together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into Parts C1 to C5 listed above.

4. Deviations and/or variations 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. (*If no deviation, replace the foregoing with "There are no deviations, variations or changes to the documents" and continue with the next sentence*). Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.
5. A Tax compliance check has been done on you and you are found to be (*select: compliant or non-compliant*). (*Note to compiler: check SARS website for compliance. If not compliant add the following sentence: Within 10 calendar days of the date of this Form of Acceptance you shall provide proof that you are SARS compliant. Failure to fulfil this obligation shall constitute a repudiation of this agreement.*)
6. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:
  - Proof of insurance in terms of the information provided in the contract data and clause 5.4 of the General Conditions of Contract. Proof of validity of insured cover shall be provided on a monthly basis until contract completion.
  - Completed Form of Banking details which is attached hereto (Form C.1.1.4).
  - Completed Tax Compliance Permission Declaration which is attached hereto (Form C.1.1.6).
  - Copy of the Joint Venture Agreement. (*Note to compiler: Delete if JV is not applicable*)

Failure to fulfil this obligation shall constitute a repudiation of this agreement. In addition to any other rights of remedy the Service Provider shall, if (i) above has not been met, be automatically



- barred from tendering on any of our future tenders for a period determined by us but not less than 12 (twelve) months, from the date of tender closure
7. The effective date of the contract shall be the date of this form of acceptance unless you, within seven (7) calendar days of the effective date, notify the Service Provider in writing of any justification why you cannot accept the contents of this agreement.
  8. The commencement date of the performance of the service shall be ..... *(Note to Compiler: insert the date, which is 8 calendar days after the date of this Form of Acceptance).*
  9. The project hand-over meeting date shall be ..... *(Note to compiler: shall not be less than 28 calendar days after the commencement date).*
  10. Notwithstanding that a full, original-signed copy of the contract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this form of acceptance constitutes the binding contract between us.
  11. The approved Key Persons for this project are:  
*(Note to Compiler: List all relevant approved key positions and enter name of person)*

Key Position	Name
.....	.....
.....	.....
.....	.....

SIGNATURE: ..... DATE: .....

NAME (IN CAPITALS): .....

CAPACITY: NAME AND ADDRESS:	Service Provider BVi Consulting Engineers Western Cape (Pty) Ltd Block B2, Edison Square c/o Edison Way & Century Avenue Century City Cape Town 7441
--------------------------------	--

NAME & SIGNATURE OF WITNESS

SIGNATURE: ..... DATE: .....

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 tenderer and the employer based on information provided in Form A4: Schedule of Variations or deviations by tenderer. Addenda issued during the tender period are deemed not to be variations to the tender.

1. ....
2. ....
3. ....
4. ....
- etc

#### C1.1.4 FORM OF BANKING DETAILS

##### Provider

---

To:

BVI Consulting Engineers Western Cape (Pty) Ltd  
Block B2, Edison Square  
c/o Edison Way and Century Avenue  
Century City  
Cape Town  
7441

Dear Sir

CONTRACT SANRAL R.040-060-2019/1ENV: FOR THE PROVISION OF ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

##### BANKING DETAILS

By signing this document we accept the following:

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

Account Name: .....

Bank: .....

Branch Name: .....

Branch Code: .....

Account Number: .....

Yours sincerely

.....  
Authorised Signatory for *(Insert name of successful tenderer)*  
DATE:

**C1.1.5 TAX COMPLIANCE PERMISSION DECLARATION**

The Service Provider shall complete the declaration below.

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

In addition, the SubService Provider shall obtain written consent from each of its sub-contractors, undisclosed principals and partners involved in this contract confirming that SARS may, on an ongoing basis during the contract term disclose the sub-contractors' tax compliance status to the Service Provider. For this purpose the Service Provider shall provide the Employer with the unique security personal identification number (PIN) for each of its sub-contractors, undisclosed principals and partners involved in this contract.

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

.....  
**SIGNATURE**

.....  
**DATE**

## **C1.2 CONTRACT DATA**

### **C1.2.1 CONDITIONS OF CONTRACT**

#### **Notes to tenderer:**

1. These conditions of contract are *mutatis mutandis* those which control the contract between the South African National Roads Agency SOC Limited, SANRAL and the Service Provider who acts on behalf of SANRAL.
2. Under their provisions the Service Provider has like powers, rights and responsibilities in relation to the Subservice Provider as between SANRAL and the Service Provider). Similarly, the Service Provider has like powers, rights and responsibilities in relation to the Service Provider as between the Service Provider and SANRAL under their contract.
3. Nothing within these provisions shall be construed as creating any privacy of contract between the Subservice Provider and SANRAL.
4. These conditions are the legislated Standard Conditions of Contract for Professional Services (as published and amended from time to time by the Construction Industry Development Board) and include SANRAL's special conditions of contract which are shown in italics as amending clauses of the Standard Conditions.

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## CONDITIONS OF CONTRACT

### 1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

**Agent**

*The Service Provider who is so appointed by the Employer, SANRAL in terms of the Occupational Health and Safety Act No. 85 of 1993, including the relevant Regulations.*

**Applicant**

*Synonymous with the South African National Roads Agency SOC Limited who is the party applying to competent authority for various approvals or authorisations.*

**Black People**

*Black people has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003), as amended.*

**Contract**

The Contract signed by the Parties and of which these Conditions of Contract form part.

**Contract Data**

Specific data, which together with these Conditions of Contract collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

**Contract Price**

The price to be paid for the performance of the Subservices in accordance with the Pricing Data.

**Day**

A calendar day.

**Defect**

A part of the Subservices, as performed, which does not comply with the requirements of the Contract.

**Deliverable**

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed.

**Engineer or Engineering Consultant**

The natural or juristic person, partnership, Incorporated Company, Proprietary Limited Company or Close Corporation appointed in writing by SANRAL for the Design and/or Construction Monitoring and management of the engineering Works undertaken by the construction contractor.

**EME**

*EME is an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003), as amended.*

**Employer**

The South African National Roads Agency (SOC) Limited.

**Force Majeure**

*“For the purpose of this Contract the expression ‘Force Majeure’ shall mean an event or circumstance described in clause 8.3.1.*



**Key Persons**

Persons who are named as such in the Contract Data who will be engaged in the performance of the Subservices.

**Others**

Persons or organizations (*including the Applicant*) who are not the Service Provider, the Subservice Provider or any employee, Subcontractor, or supplier of the EAP.

**Parties**

The Service Provider and the Sub-Service Provider.

**People with Disabilities**

*People with Disabilities has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).*

**Period of Performance**

The period *stated in the Contract Data* and within which the Subservices are to be performed and completed.

**Personnel**

Persons hired by the EAP as employees and assigned to the performance of the Subservices or any part thereof.

**Personnel Schedule**

A schedule naming all personnel and key persons.

**Pricing Data**

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up of the Contract Price.

**Project**

The project named in the Contract Data for which the Subservices are to be provided.

**QSE**

*QSE is a qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003), as amended.*

**Scope of Work**

The document which defines the *Service Provider's* objectives and requirements and specifies the Subservices which must, or may, be provided under the Contract.

**Service Provider**

The contracting Party named in the Contract Data who is employed by the Applicant to perform the Services described in the contract *between them*, and legal successors to the Service Provider and legally permitted assignees.

**Services**

The work to be performed by the Service Provider pursuant to *his* contract *with the Applicant*.

**South African National Roads Agency SOC Limited (the Applicant)**

*The State-Owned Company (SOC) legislated by the South African National Roads Agency Limited and National Roads Act (Act 7 of 1998) to finance, manage, control, plan, develop, maintain and rehabilitate the South African national roads system and who is the **Applicant** for the relevant environmental authorisations.*

**Sub-contractor**

A person or body corporate who enters into a subcontract with the Sub-service Provider to perform part of the Subservices.

**Subservices**

*The work to be performed by the Subservice Provider pursuant to the Contract as described in the Scope of Work.*

**Subservice Provider/Environmental Assessment Practitioner (EAP)**

*The contracting Party named in the Contract Data and its legal successors and legally permitted assignees, who is employed by the Service Provider to perform the Subservices described in the Contract.*

**Targeted Enterprise**

A registered environmental consulting firm who is an EME or QSE, contracted (either by Joint Venture, partnership or sub-contracting) by the Sub-Service Provider to perform a specified percentage of work stated in the Contract Data under his guidance and which complies with the following:

- (a) Is at least 51% owned by black people, and;
- (b) does not share equity holding with the SubService Provider; and
- (c) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- (d) is registered on the National Treasury's Central Supplier Database (CSD).

**Technical Proposal**

*The Key Tasks proposed by the tenderer to undertake the respective functions/duties as defined under the Contract.*

**Works or Works Contract**

That Project or part of a Project that *the Applicant* wishes to have delivered and for which the SubService Provider has been appointed for monitoring environmental performance.

**Youth**

*Youth has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).*

**2. INTERPRETATION**

2.1 Unless inconsistent with the context, an expression which denotes:

- (a) any gender includes the other genders;
- (b) a natural person includes a juristic person and vice versa;
- (c) the singular includes the plural and vice versa.

2.2 *The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of documents shall be in accordance with the following sequence:*

- (a) *the Form of Acceptance*
- (b) *the Form of Offer*
- (c) *the Contract Data*
- (d) *the General Conditions of Contract*
- (e) *the Scope of Work*
- (f) *the Pricing Schedule and any other documents forming part of the Contract*

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

### **3. GENERAL**

#### **3.1 Governing laws**

*"Law" means all national (or other spheres of Government) legislation, statutes, ordinances and other laws including the South African Common Law, and regulations and by-laws of any legally constituted public authority.*

#### **3.2 Change in legislation**

If after the commencement of the Contract, the cost or duration of the Subservices is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, the Subservice Provider furnished the Service Provider with detailed justification for the adjustment to the Contract Price.

#### **3.3 Language**

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Subservice Provider under the Contract shall be in English.

#### **3.4 Notices**

3.4.1 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when *delivered* to such Party at the address *stated* in the Contract *Data*, or one week after having been sent by registered post.

3.4.2 If the sender requires evidence of receipt, he shall state such requirement in his communication and, wherever there is deadline for the receipt of the communication, he may demand evidence of receipt of his communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.

3.4.3 A Party may change its address for receipt of communications by giving the other Party 30 days advance notice of such change.

#### **3.5 Location**

The Subservices shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Service Provider may approve.

#### **3.6 Publicity and publication**

Unless otherwise agreed, the Subservice Provider shall not release public or media statements or publish material related to the Subservices or Project within two (2) years of completion of the Subservices without the written approval of the Service Provider, which approval shall not be unreasonably withheld.

#### **3.7 Confidentiality**

Both Parties shall keep all commercially sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party

except to the *extent strictly necessary to carry out obligations under this Contract or to comply with applicable laws.*

### **3.8 Variations**

3.8.1 The Service Provider may, without changing the objectives or fundamental scope of the Contract, order variations to the Subservices or may request the Subservice Provider to submit proposals, including the time and cost implications, for variations to the Subservices. *No variation shall have any force or effect unless reduced to writing and signed by both Parties.*

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Subservices ordered by the Service Provider, including any change in the Contract Price, shall be agreed in writing between the Subservice Provider and the Service Provider, *prior to the change being implemented.*

3.8.3 Where a variation is necessitated by default or breach of Contract by the Subservice Provider, any additional cost attributable to such variation shall be borne by the Subservice Provider.

### **3.9 Sole agreement**

The Contract constitutes the sole agreement between the Parties for the performance of the Subservices and no representation not contained therein shall be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

### **3.10 Indemnification**

The Subservice Provider shall, at his own expense, indemnify, protect and defend the Service Provider, its agents and employees, from and against all actions, claims, losses and damage arising from any *wilful or negligent* act or omission by the Subservice Provider *or his Subcontractors* in the performance of the Subservices, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

### **3.11 Penalty**

3.11.1 In the event that due to his negligence, or for reasons within his control, the Subservice Provider does not perform the Subservices within the Period of Performance, the Service Provider shall without prejudice to his other remedies under the Contract, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.11.2 If the Service Provider has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Subservice Provider:

- (a) terminate the Contract
- (b) complete the Subservices at the Subservice Provider's cost.

3.11.3 *In the event that due to his negligence or for reasons within his control, the Sub-Service Provider does not meet the specified target of work stated in the Contract Data to the Targeted Enterprise the Employ Service Provider shall be entitled to levy a penalty as stated in the Contract Data.*

3.11.4 *In the event that due to his negligence or for reasons within his control, the Sub-Service Provider does not disclose subcontracting arrangements the Service Provider may be entitled to levy a penalty as stated in the Contract Data.*

### **3.12 Equipment and materials furnished by the Service Provider**

3.12.1 Equipment and materials made available to the Subservice Provider by the Service Provider or purchased by the Subservice Provider with funds provided by the Service Provider for the

performance of the Subservices shall be the property of the Service Provider and shall be marked accordingly. Upon termination or expiration of the Contract, the Subservice Provider shall make available to the Service Provider an inventory of such equipment and materials and shall dispose of them in accordance with the Service Provider's instructions.

- 3.12.2 *Unless otherwise stated in the Contract Data*, the Subservice Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

### **3.13 Illegal and impossible requirements**

The Subservice Provider shall notify the Service Provider immediately, should he become aware that the Contract requires him to undertake anything which is illegal or impossible.

### **3.14 Programme**

- 3.14.1 The Subservice Provider shall, within the time period set out in the Contract Data, submit to the Service Provider a programme for the performance of the Subservices which shall, *inter alia*, include:

- (a) the order and timing of operations by the Subservice Provider and any actions required of the Service Provider and Others;
- (b) the dates by which the Subservice Provider plans to complete work needed to allow the Service Provider and Others to undertake work required of them; and
- (c) other information as required in terms of the Scope of Work or Contract Data.

- 3.14.2 The Service Provider may, during the course of the Contract, request the Subservice Provider to amend the programme. Where this is not practicable, the Subservice Provider shall advise the Service Provider accordingly and advise him of alternative measures, if any, which might be taken.

- 3.14.3 The Subservice Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

### **3.15 Severability**

*If a court of competent jurisdiction holds that any provision of this Contract is severable by reason of it being invalid, illegal, unlawful or unenforceable and as a consequence of which prevents the accomplishment of the purpose of this Contract, the Service Provider and the Subservice Provider shall meet and review the matter to adopt means to fulfil the purpose of the Contract.*

### **3.16 Waiver**

*No defence of a waiver of any of the provisions of this contract shall be effective unless it is expressly stated in writing, by the Party against whom such defence is raised, to be a waiver of such provisions and is communicated to the other Party in writing in accordance with the provisions of Clause 3.4.*

## **4. SERVICE PROVIDER'S OBLIGATIONS**

### **4.1 Information**

- 4.1.1 The Service Provider shall timeously provide to the Subservice Provider, free of cost, all available information and data in the Service Provider possession which may be required for the performance of the Subservices.

- 4.1.2 The Service Provider shall provide the Subservice Provider with any assistance required in obtaining other relevant information that the latter may require in order to perform the Subservices.

- 4.1.3 The Subservice Provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the Service Provider.
- 4.2 Decisions**
- The Service Provider shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Subservice Provider so as not to delay the performance of Subservices.
- 4.3 Assistance**
- The Service Provider shall co-operate with the Subservice Provider and shall not interfere with or obstruct the proper performance of the Subservices. The Service Provider shall as soon as practicable:
- 4.3.1 authorise the Subservice Provider to act as his agent insofar as may be necessary for the performance of the Subservices;
- 4.3.2 provide all relevant data, information, reports, correspondence and the like, which become available;
- 4.3.3 procure the Subservice Provider ready access to premises, or sites, necessary for the performance of the Subservices;
- 4.3.4 assist in the seeking of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.5 designate in writing a person to act with his complete authority in giving instructions and receiving communications on his behalf and interpreting and defining his policies and requirements in regard to the Subservices.
- 4.4 Services of Others**
- 4.4.1 The Service Provider shall, at his own cost, engage such Others as may be necessary for the execution of work necessary for the completion of the Project, but not included in the Subservices.
- 4.4.2 The Service Provider shall not enter into an agreement or contract with Others which describes any of the duties and responsibilities of the Subservice Provider in terms of the Contract or which imposes obligations on him, without first obtaining the Subservice Provider's written agreement thereto.
- 4.5 Notice of change by Service Provider**
- On becoming aware of any matter which will materially change, or has changed, the scope, cost or timing of the Subservices, or on becoming aware of any defect or deficiency in the Subservices, the Service Provider shall immediately advise the Subservice Provider thereof.
- 4.6 Issue of instructions**
- Where the Subservice Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Service Provider, then the Service Provider shall issue instructions related to such work, services, contract or agreement only through the Subservice Provider.
- 4.7 Payment of Subservice Provider**
- The Service Provider shall pay the Subservice Provider the Contract Price in accordance with the provisions of the Contract.

## **5. SUBSERVICE PROVIDER'S OBLIGATIONS**

### **5.1 General**

- 5.1.1 The Subservice Provider shall perform the Subservices in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards *and shall be responsible for breach of professional duty by reason of any error, omission or neglect in connection with delivering the Subservices.*
- 5.1.2 Where the Subservices include the exercise of powers to certify, decide or otherwise exercise discretion in regard to a contract or agreement between the Service Provider and Others, then the Subservice Provider shall act in respect of that contract or agreement as an independent professional.
- 5.1.3 If the Subservice Provider is a joint venture or consortium of two or more persons, the Subservice Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Service Provider, which shall not be unreasonably withheld.
- 5.1.4 *Unless specifically instructed differently, the Service Provider is delegated as the Applicant's "Mandatar" in terms of the Occupational Health and Safety Act (Act no. 85 of 1993), and as the Applicant's Agent as defined in Construction Regulations 4(2), (5) and (6) of the said Act.*
- 5.1.5 *The Subservice Provider, if requested by the Service Provider, shall provide any plans and calculations for checking by Others.*
- 5.1.6 *All Subservice documentation, studies, reports, communications and the like shall be kept and safeguarded for the duration of the insurance(s) required in terms of clause 5.4.1.*

### **5.2 Exercise of authority**

- 5.2.1 The Subservice Provider shall have no authority to relieve Others appointed by the Service Provider to undertake work on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Service Provider in response to an application by the Subservice Provider in writing to do so.
- 5.2.2 *Whenever necessary to enter upon land for the performance of the Contract the Subservice Provider and his Subcontractors shall do so in accordance with the provisions of The South African National Roads Agency Limited Act, (Act 7 of 1998) and shall indemnify the Service Provider from all costs arising from any transgression committed by the Subservice Provider.*

### **5.3 Designated representative**

The Subservice Provider shall designate in writing a person to act as his representative and such person shall have complete authority to receive instructions from and give information to the Service Provider on behalf of the Subservice Provider.

### **5.4 Insurances to be taken out by the Subservice Provider**

- 5.4.1 The Subservice Provider shall, at his own cost, unless otherwise agreed, take out and maintain in force such insurance policies in respect of their own risks in performing the Services as are stipulated in the Contract Data, subject to the approval of the Service Provider, which approval shall not be unreasonably withheld.
- 5.4.2 The Subservice Provider shall, at the Service Provider's request, provide evidence to the Service Provider showing that the insurance required in terms of Clause 5.4.1 has been taken out *with an insurance company registered in the Republic of South Africa, or as otherwise approved by the Service Provider* and maintained in force.

## **5.5 Actions requiring Service Provider's prior approval**

The Subservice Provider shall obtain the Service Provider's prior approval in writing before taking, inter alia, any of the following actions:

- (a) appointing Subcontractors for the performance of any part of the Subservices,
- (b) appointing Key Persons not listed by name in the Contract Data.
- (c) any other action that may be specified in the Contract Data.

## **5.6 Co-operation with Others**

If the Subservice Provider is required to perform the Subservices in co-operation with others he may make recommendations to the *Service Provider* in respect of the appointment of such Others. The Subservice Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

## **5.7 Notice of change by Subservice Provider**

On becoming aware of any matter which will materially change or has changed the scope, cost or timing of the Subservices, the Subservice Provider shall give notice thereof to the *Service Provider*, save that the Subservice Provider is empowered to make minor changes or variations within the overall programme or budget and within such parameters as are defined by the *Service Provider*, provided that such changes are reported timeously to the *Service Provider*.

## **5.8 Safeguarding the Service Provider's data**

5.8.1 *The Parties shall take reasonable precautions (each having regard to the nature of the other's respective obligations under the Contract) to preserve the integrity of the Employer's data including appropriate back-up procedures.*

5.8.2 *In the event that the Service Provider's data is corrupted or lost as a result of any default by the Subservice Provider, the Service Provider shall at the Subservice Provider's expense, have the option to:*

- *require the Subservice Provider to restore or procure the restoration of such data; or;*
- *itself restore or procure restoration of such data.*

## **5.9 Performance Security**

*Where required, the Subservice Provider shall obtain (at his cost) a Performance Security for proper performance in the amount and currencies stated in the Contract Data. If an amount is not stated in the Contract Data, this sub-clause shall not apply.*

*The Subservice Provider shall deliver the Performance Security to the Employer within 14 days of the date of issue of the Letter of Acceptance. The Performance Security shall be issued by an insurance company or bank registered or licensed as an insurance company or bank to do business in the Republic of South Africa and approved by the Service Provider and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Service Provider and shall be in the form prescribed in the tender documents.*

## **6. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD**

### **6.1 Subservice Provider not to benefit from commissions, discounts, etc.**

The remuneration of the Subservice Provider under the Contract shall constitute the Subservice Provider's sole remuneration in connection with the Contract, or the Subservices, and the Subservice Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any



Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

## **6.2 Royalties and the like**

The Subservice Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the *Service Provider* in writing.

## **6.3 Independence**

The Subservice Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgment, or that of Subcontractors or Personnel.

## **6.4 Corruption and Fraud**

### **6.4.1 *The Subservice Provider shall neither:***

- (a) *Offer nor give or agree to give any person of the Service Provider any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forbore to do any act in relation to the obtaining or performance of this Contract or any other contract with the Service Provider or for showing or forbearing to show favour or disfavour to any person in relation to this Contract; nor*
- (b) *Enter into this Contract if in connection with it commission or a reward of any type has been paid, offered or agreed to be paid to any person of the Service Provider by the Subservice Provider or on his behalf or knowledge.*

### **6.4.2 *In the event that the Service Provider, in good faith and on reasonable grounds, comes to the opinion, that a breach of any of the provisions of Clause 6.4.1 has been perpetrated by the Subservice Provider or anyone employed by him or acting on his behalf in relation to this contract or any other agreement with the Service Provider, the Service Provider may:***

- (a) *summarily suspend the operation of this Contract by notice in writing to the Subservice Provider, informing him of the Service Provider's opinion and the grounds and reasons upon which it is based, and calling upon the Subservice Provider to show cause, in writing, within fourteen (14) days of receipt of the written notice why the Service Provider should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this Contract;*
- (b) *withhold all payments due;*
- (c) *terminate this Contract by notice in writing to the Subservice Provider, if the Subservice Provider fails to respond to the written response, to satisfy the Service Provider r that his opinion is unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Service Provider and provided also that the Service Provider may recover from the Subservice Provider such sum as the Service Provider deems equivalent to the amount or value of any such gift, consideration or commission.*

### **6.4.3 *In the event that the Service Provider, in good faith and on reasonable grounds, comes to the opinion that any contract with a Government or public sector body has been or was obtained by the Subservice Provider through actions that mutatis mutandis are similar in nature to those barred in terms of Clause 6.4.2 by the Subservice Provider or by anyone employed by the Subservice Provider or acting on the Subservice Provider's behalf in relation to such Contract, the Service Provider may:***

- (a) *summarily suspend the operation of this Contract by notice in writing to the Subservice Provider, informing him of the Service Provider's opinion and the grounds and reasons upon which it is based, and calling upon the Subservice Provider to show cause, in writing within fourteen (14) days of receipt of the written notice why the Service Provider should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this contract;*

- (b) *withhold all payments due;*
- (c) *terminate this Contract by notice in writing to the Subservice Provider, if the Subservice Provider fails to respond to the Service Provider's written notice within the prescribed time, or fails, in his written response, to satisfy the Service Provider that this opinion is unfounded; provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Service Provider.*

## **7. SUBSERVICE PROVIDER'S PERSONNEL**

### **7.1 Provision of Personnel**

- 7.1.1 The Subservice Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Subservices in the Personnel Schedule.
- 7.1.2 The Subservices shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Subservice Provider may, subject to the approval of the *Service Provider*, make such adjustments to the data provided in terms of Clause 7.1.1 above as may be appropriate to ensure the efficient performance of the Subservices, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
- 7.1.3 The Subservice Provider shall:
  - (a) forward to the *Service Provider* for approval, within 15 days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
  - (b) inform the *Service Provider* of the date of commencement and departure of each member of Personnel during the course of the Project.
  - (c) submit to the *Service Provider* for his approval a timely request for any proposed change to Personnel, or timetables.

### **7.2 Staff and equipment**

- 7.2.1 The Subservice Provider shall employ and provide all qualified and experienced Personnel required to perform the Subservices.
- 7.2.2 Where required in terms of the Contract, the Subservice Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Subservice Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the *Service Provider's* approval, which approval shall not be unreasonably withheld.
- 7.2.3 Where the Subservice Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the *Service Provider* for approval. Should the *Service Provider* not object in writing within 10 days of receipt of such notification, the replacement shall be deemed to have been approved by the *Service Provider*.
- 7.2.4 Where the fees for the Subservices are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced.
- 7.2.5 Except in the case of replacement resulting from death or where the *Service Provider* requests a replacement not provided for by the Contract, the Subservice Provider shall bear all additional costs arising out of or incidental to such replacement.
- 7.2.6 The Subservice Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

### **7.3 Working hours, overtime and leave**

Where the fee for the Subservices are time-based, working hours, leave entitlement and holidays for Personnel provided in terms of Clause 7 are to be as stated in the Contract Data, or, if not stated, to be determined by the Subservice Provider. The *Service Provider* will not be responsible for overtime payments to Personnel *unless so specifically provided for in the Pricing Schedule*.

## **8. COMMENCEMENT, COMPLETION, MODIFICATION SUSPENSION AND TERMINATION OF THE CONTRACT**

### **8.1 Commencement**

The effective date of the contract shall be the date of the Form of Acceptance. The Contract shall come into effect on the date that it is signed by both Parties, or such *other* date as may be stated in the Contract Data. The Subservice Provider shall commence the performance of the Subservices within thirty (30) days after the date that the Contract becomes effective, or such date as may be specified in the Contract Data.

### **8.2 Completion**

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Subservice Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Subservice Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

- (a) *variations to Subservices ordered by the Service Provider;*
- (b) *failure of the Service Provider to fulfil his obligations under the Contract;*
- (c) *any delay in the performance of the Subservices which is not due to the Subservice Provider's default;*
- (d) *Force Majeure.*

8.2.3 The Subservice Provider shall within 14 days of becoming aware that a delay may occur, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days thereafter deliver to the *Service Provider* full and detailed particulars of the request, in order that it may be investigated at the time.

8.2.4 The *Service Provider* shall, within 30 days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Subservice Provider that he is not entitled to an extension. Should the Subservice Provider find the decision of the *Service Provider* to be unacceptable he shall, nevertheless, abide by such decision in the performance of the services and the matter shall be dealt with as a dispute in terms of Clause 12.

### **8.3 Force Majeure**

8.3.1 *In this clause "Force Majeure" means an exceptional event or circumstance:*

- (a) *which is beyond party's control,*
- (b) *which such a party could not reasonably have provided against before entering into the Contract,*
- (c) *which, having arisen, such Party could not reasonably have avoided or overcome, and*
- (d) *which is not substantially attributable to the other Party*

*Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below;*

- (i) *natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity*
- (ii) *war, hostilities (whether war to be declared or not), invasion, act of foreign enemies,*

- (iii) *rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,*
- (iv) *riot, commotion, disorder, strike or lockout by persons other than the Subservice Provider's Personnel or other employees of the Subservice Provider and Sub-contractors,*

*An event or circumstance which is attributable to a wilful act, neglect or failure to take reasonable precautions by the affected party, his employees' agents, Subcontractors or others shall, under no circumstances, be considered Force Majeure.*

- 8.3.2 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has *notified* the other Party within 10 days of its occurrence and within a reasonable time of *its estimated duration and consequences*. *Failure to so notify shall terminate that Party's right to release from his obligations.*
- 8.3.3 In the event that the performance of the Subservices has to be suspended on the grounds of *Force Majeure*, the time for completion shall be extended by the extent of the delay plus a reasonable period for the resumption of work or, if the speed of performing certain Subservices has to be reduced, the time for their completion shall be extended as may be necessary in the circumstances.
- 8.3.4 During the period of his inability to perform the Subservices as a result of an event of *Force Majeure*, the Subservice Provider shall be entitled to continue to be paid under the terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Subservices.
- 8.3.5 *If the Force Majeure event continues for more than 90 (ninety) days, either Party shall have the right to terminate this Contract with immediate effect.*

#### **8.4 Termination**

- 8.4.1 The Service Provider may in addition to his rights under sub-clauses 6.4.2, 6.4.3 and 10.5 terminate the Contract by giving not less than thirty (30) days written notice thereof to the Subservice Provider after the occurrence of any of the following events:
  - (a) if the Subservice Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after having been notified thereof, or within any further period as the *Service Provider* may have subsequently approved in writing;
  - (b) if the Subservice Provider becomes insolvent or bankrupt; or
  - (c) if, as the result of *Force Majeure*, the Subservice Provider is unable to perform a material portion of the Subservices for a period of not less than sixty (60) days;
  - (d) *commission of an offence in terms of clauses 6.1 and 6.4.*

*Upon delivery of such notice by the Subservice Provider he shall immediately vacate the site and deliver to the Service Provider all drawings, documents and papers relating to the Subservices and shall within fourteen (14) days after the date of termination submit an account for the Subservices satisfactorily performed prior to the date of notice. The Service Provider shall not be liable to the Subservice Provider for any loss of profit or damages suffered as a result of cancellation of the contract as contemplated in this clause.*

- 8.4.2 The Subservice Provider may terminate the Contract, by giving not less than thirty (30) days written notice to the *Service Provider* after the occurrence of any of the following events:
  - (a) if the *Service Provider* fails to pay any monies due to the Subservice Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) days after receiving written notice from the Subservice Provider that such payment is overdue; or
  - (b) if, as the result of *Force Majeure*, the Subservice Provider is unable to perform a material portion of the Subservices for a period of not less than sixty (60) days; or

- (c) when the Subservices have been suspended under Clause 8.5 and the period of suspension exceeds 6 months, or it is clear to the Subservice Provider that it will be impossible or impractical to resume the suspended Subservices before the period of suspension has exceeded 6 months; or
  - (d) if the *Service Provider* is in material breach of a term of the Contract and fails to rectify such breach within 30 days of the receipt of written notice requiring him to do so.
- 8.4.3 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.2, the *Service Provider* shall make the following payments to the Subservice Provider:
  - (a) remuneration in terms of the Contract for Subservices satisfactorily performed prior to the effective date of termination *less any costs arising from termination*.
  - (b) except in the case of termination pursuant to events (a) and (b) of Clause 8.4.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- 8.4.4 Should the Subservice Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights or either Party against the other.
- 8.4.5 *Where required in terms of the contract data the surety delivered by the Subservice Provider in terms of this Contract shall remain in force until the completion of the project.*

## **8.5 Suspension**

- 8.5.1 The *Service Provider* may temporarily suspend all or part of the Subservices by notice to the Subservice Provider who shall immediately make arrangements to stop the performance of the Subservices and minimise further expenditure.
- 8.5.2 When Subservices are suspended, the Subservice Provider shall be entitled to pro-rata payment for the Subservices carried out and reimbursement of all reasonable cost incidental to the prompt and orderly suspension of the Contract.

## **8.6 Rights and liabilities of the Parties**

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

## **9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT**

- 9.1 Copyright of all documents prepared by the Subservice Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Subservice Provider, the *Service Provider* shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Subservice Provider's permission to copy for such use. Where copyright is vested in the *Service Provider*, the Subservice Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the *Service Provider* hereby indemnifies the Subservice Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.2 The ownership of data and factual information collected by the Subservice Provider and paid for by the *Service Provider* shall, after payment by the *Service Provider*, lie with the *Service Provider*.
- 9.3 The *Service Provider* shall have no right to use any documents prepared by the Subservice Provider whilst the payment of any fees and expenses due to the Subservice Provider in terms of the Contract is overdue.

## **10. SUCCESSION AND ASSIGNMENT**

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement, by which the *Parties* transfer *their* rights and obligations under the Contract, or part thereof, to others.
- 10.3 The Subservice Provider shall not, without the prior written consent of the *Service Provider*, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases:
- (a) by a charge in favour of the Subservice Provider's bankers of any monies due or to become due under the Contract; or
  - (b) by assignment to the Subservice provider's insurers of the Subservice Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.
- 10.4 The approval of an assignment by the *Service Provider* shall not relieve the Subservice Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 10.5 If the Subservice Provider has assigned his Contract or part thereof without authorisation, the *Service Provider* may forthwith terminate the Contract.

## **11. SUB-CONTRACTING**

- 11.1 A sub-contract shall be valid only if it is a written agreement by which the Subservice Provider entrusts performance of a part of the Subservices to others.
- 11.2 The Subservice Provider shall not sub-contract to nor engage a Sub-contractor to perform any part of the Subservices without the prior written authorisation of the *Service Provider*. The services to be sub-contracted and the identity of the Sub-contractor shall be notified to the *Service Provider*. The *Service Provider* shall, within 14 days of receipt of the notification and a full motivation why such services are to be sub-contracted, notify the Subservice Provider of his decision, stating reasons, should he withhold such authorisation, failing which the Sub-contractor shall be deemed to be approved by the *Service Provider*. If the Subservice Provider enters into a sub-contract with a Sub-contractor without prior approval, the *Service Provider* may forthwith terminate the Contract.
- 11.3 The *Service Provider* shall have no contractual relationships with Sub-contractors. However, if a Sub-contractor is found by the *Service Provider* to be incompetent, the *Service Provider* may request the Subservice Provider either to provide a Sub-contractor with qualifications and experience acceptable to the *Service Provider* as a replacement, or to resume the performance of the relevant part of the Subservices himself.
- 11.4 The Subservice Provider shall advise the *Service Provider* without delay of the variation or termination of any sub-contract for performance of all or part of the Subservices.
- 11.5 The Subservice Provider shall be responsible for the acts, defaults and negligence of Sub-contractors and their agents or employees in the performance of the Subservices, as if they were the acts, defaults or negligence of the Subservice Provider, his agents or employees. Approval by the *Service Provider* of the sub-contracting of any part of the Contract or of the engagement by the Subservice Provider of Sub-contractors to perform any part of the Subservices shall not relieve the Subservice Provider of any of his obligations under the Contract.
- 11.6 *The Sub- Service Provider undertakes to pay the sub-contractor the full value as certified as being due in each interim monthly account. The Sub-Service Provider further undertakes to*

*make payment within 7 (seven) days after payment by the Service Provider or by the 25<sup>th</sup> of the month following that in which the sub-contractor invoiced for the work, whichever date is earlier.*

## **12. RESOLUTION OF DISPUTES**

### **12.1 Settlement**

- 12.1.1 Any dispute between the Parties shall arise by either party presenting to the other in writing the nature of the dispute and the facts to be dealt with. The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

### **12.2 Mediation**

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than ten working days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties and shall do so, if after a period of ninety days from entering into the mediation process, no resolution has been achieved.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data; *provided that the dissatisfied Party notifies the other in writing within 28 Days of mediator's decision being issued or the mediator declaring the mediation to have ended, as provided for in the Contract Data.* Claims not brought within the time periods set out herein will be deemed to be waived.

### **12.3 Adjudication**

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.2 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.3 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party *written* notice of dissatisfaction within 28 days of the receipt of that decision and refer the dispute

to arbitration or litigation in a competent civil court as provided for in the Contract Data. If notice of dissatisfaction is *not* given within the specified time, the decision shall be final and binding on the Parties.

## **12.4 Arbitration**

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations, current at the date of the contract, published by the Association of Arbitrators.
- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

## **13. LIABILITY**

### **13.1 Liability of the Subservice Provider**

- 13.1.1 The Subservice Provider shall be liable to the *Service Provider* arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Subservice Provider shall correct a Defect on becoming aware of it. If the Subservice Provider does not correct a Defect within a reasonable time and the Defect arose from a failure of the Subservice Provider to comply with his obligation to provide the Subservices, the Subservice Provider shall pay to the *Service Provider* the amount which the latter assesses as being the cost of having such Defect corrected by Others.

### **13.2 Liability of the Service Provider**

The *Service Provider* shall be liable to the Subservice Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Subservice Provider shall have no separate delictual right of action against the *Service Provider*.

### **13.3 Compensation**

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) The compensation payable by either Party shall be reduced by the arbitrator/mediator/adjudicator to such extent as is deemed just and equitable having regard to the degree in which the other Party or any third party was at fault in relation to the loss or damage. The liability of the Parties is not joint and each Party shall only be liable for that proportion of the compensation which is attributable to his fault.
- (c) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

### **13.4 Duration of liability**

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the *Service Provider* nor the Subservice Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data.



### **13.5 Limit of compensation**

- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:
- (a) the sum insured in terms of 5.4. in respect of insurable event; and
  - (b) the sum stated in the Contract Data or, where no such amount is stated, to an amount *equal to three times the Contract Price (inclusive of VAT) payable to the Subservice Provider under the Contract.*
- 13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.
- 13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

### **13.6 Indemnity by the Service Provider**

The *Service Provider* shall indemnify the Subservice Provider against all claims by third parties which arise out of or in connection with the performance of the Subservices save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5 or are covered by the insurances arranged under the terms of Clause 5.4.

### **13.7 Exceptions**

- 13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.
- 13.7.2 The Subservice Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- (a) the *Service Provider* omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Subservice Provider, or requiring the Subservice Provider to implement a decision or recommendation with which the Subservice Provider disagrees or on which he expresses a serious reservation; or
  - (b) the improper execution of the Subservice Provider's instructions by agents, employees or independent contractors of the *Service Provider*.

## **14. REMUNERATION AND REIMBURSEMENT OF SUBSERVICE PROVIDER**

The *Service Provider* shall remunerate and reimburse the Subservice Provider for the performance of the Subservices as set out in the Pricing Data *and Scope of Works*. If not otherwise stated in the Pricing Data, the following shall apply:

- 14.1 The Subservice Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due *(or any specified fixed-progressed payments due that have been delayed by the acts of the Service Provider)* shall be based on progress.
- 14.2 Amounts due to the Subservice Provider shall be paid by the *Service Provider* within thirty (30) days of receipt by him of the relevant invoices. If the Subservice Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the *Service Provider*, at the overdraft rate charged him by his bank plus 2% per annum, compounded monthly and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Subservice Provider is disputed by the *Service Provider*, the latter shall, before the due date of payment, give notice thereof with reasons to the Subservice Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Subservice Provider.

- 14.4 In respect of Subservices charged for on a time basis and all other reimbursable expenses the Subservice Provider shall maintain records in support of such charges and expenses for a period of six months after the completion or termination of the Contract. Within this period the *Service Provider* may, on not less than 14 days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Subservice Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
- 14.5 *All accounts presented for payment shall be according to the Service Provider's prescribed format.*
- 14.6 *Payments due shall be subject to the deduction of retention monies as stated in the Contract Data. The retention monies so deducted shall be released in accordance with the phases and conditions stated in the Contract Data.*
- 14.7 *If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract Data.*

## C1.2.2 CONTRACT DATA - INFORMATION PROVIDED BY THE SERVICE PROVIDER

Where reference is made to a clause in this schedule it refers to clauses in the Conditions of Contract.

Clause No	Contract Data
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1	<b>DEFINITIONS</b>
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The **Service Provider** is BVi Consulting Engineers Western Cape (Pty) Ltd

The *Service Provider's* domicilium citandi et executandi (permanent physical business address) is:

Block B2, Edison Square  
c/o Edison Way & Century Avenue  
Century City  
Cape Town  
7441

**Period of Performance:** is approximately 30 months including the annual construction closure during December and January and ends when the completion certificate is issued.

**Project:** is for the provision of environmental services as a Subservice to the design and construction Service on Contract SANRAL R.040-060-2019/1ENV for the Provision of Environmental Subservice on the New Grade-Separated Interchange on National Route R40 and R527 At Hoedspruit

**Service Provider:** is *mutatis mutandis* the same entity as the **Engineering Consultant**.

3.4	The address for receipt of communication is:
-----	--

Block B2, Edison Square  
c/o Edison Way & Century Avenue  
Century City  
Cape Town  
7441

The authorised and designated representative of the *Service Provider* is:

Name: John Hodgson  
Telephone: (021) 527 7000  
Facsimile: (021) 527 7001  
E-mail: johnh@bviwc.co.za

3.5	<b>Location</b>
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The location of the site for which the environmental Subservice is required is on National Route R40 – Section 5 km 93.0 to Section 6 km 0.6 at Hoedspruit, South Africa

3.11	<b>Penalty</b>
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The penalty shall be R2 000.00 per day subject to a maximum of R 100 000.00.

### **3.12 Equipment and materials furnished by the *Service Provider***

The *Service Provider* will not furnish any equipment or materials.

### **3.14 Programme**

The Sub-service Provider shall provide a programme within 14 days of the date of issue of the Form of Acceptance.

### **4.3 Assistance**

The Subservice Provider cannot rely on the *Service Provider* for assistance other than the provision of any existing documentation such as reports and full disclosure of the design details of the Project.

### **5.4 Insurances to be taken out by the Subservice Provider**

The Service Provider is required to provide the following insurances for the duration of the contract:

- (i) Professional Indemnity insurance  
Cover is: R500 000.00
- (ii) Third Party Liability insurance  
Cover is: R5 000 000.00

### **5.5 Actions requiring *Service Provider's* prior approval**

The following actions require prior approval from the *Service Provider*:

- (i) Any visit to the site for investigative purposes must be preceded by adequate notice being given to the Applicant's route manager which the *Service Provider* will arrange.
- (ii) Any entry onto land adjacent to the national road.

### **5.9 Performance security**

The provision of a Performance Guarantee is not required.

### **8.1 Commencement**

The Contract shall come into effect on the date of issue of the Form of Acceptance (Form C1.1.2) and commencement of the Subservice shall occur not more than 14 days later.

### **8.2 Completion**

The Subservice shall end upon delivery of the Subservice Provider's approved final report, which shall not be later than two months after the construction contractor has been issued a performance certificate for performance of the Works Contract.

## **9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT**

Copyright of all documents produced by the Subservice Provider shall be vested in the South African National Roads Agency SOC Limited (the Applicant).

## **12. RESOLUTION OF DISPUTES**

### **12.1 Settlement**

Any unsettled dispute shall be referred to adjudication.

### **12.3 Adjudication**

In the event the Parties fail to agree on an adjudicator the Parties shall accept the nomination made by the relevant authority.

A disputed decision of the adjudicator shall be settled by litigation.

### **13.4 Duration of liability**

Neither Party is liable to the other for any loss or damage resulting from any occurrence unless a claim is formally made within 36 months from the date of termination or completion of the Contract.

## **14. REMUNERATION AND REIMBURSEMENT OF SUBSERVICE PROVIDER**

**14.6** Retention monies deductions shall be deducted by the *Service Provider*. Deductions shall be applied at 10% of the value of completed services up to a maximum of R30 000.00 (excluding VAT). Such retention monies shall be released by the *Service Provider* as follows:

- 80% upon receipt of acknowledgement of receipt of the final report from the Competent Authority; and.
- 20% on receipt of the Competent Authority's final decision, which shall not be later than two months after Interested and Affected Parties have been informed of the final decision.

**14.7** Contract Price Adjustment: refer to pricing instructions in clause C2.1.6 of the pricing schedule. Base date shall be the date 28 days prior to the latest date for submission of tenders. Base date for this contract is September 2022.

### C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

CONTRACT SANRAL R.040-060-2019/1ENV

FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

Clause No	Contract Data
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1	<b>DEFINITIONS</b>
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The **Subservice Provider (EAP)** is

Physical Address (*Enter domicilium citandi et executandi*): .....

.....

Telephone: .....

Facsimile: .....

Email: .....

**Key Persons:**

Name:

.....

The authorised and designated representative of the Subservice Provider is:

Name: .....

**Postal address** for receipt of communications is: .....

.....

Telephone: .....

Facsimile: .....

Physical Address: .....

.....

Email: .....

## C1.3 OTHER STANDARD FORMS

### C1.3.1 FORM OF GUARANTEE

**Note to tenderer:**

**This pro-forma guarantee is included for information purposes only. Where required in terms of the Contract, a separate form of Guarantee will be issued to the successful tenderer for completion and signature**

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

CONTRACT SANRAL R.040-060-2019/1ENV  
FOR ENVIRONMENTAL SUBSERVICES ON THE NEW GRADE-SEPARATED INTERCHANGE ON  
NATIONAL ROUTE R40 AND R527 AT HOEDSPRUIT

1. I/We, the undersigned,

..... and .....

in our capacity as

..... and .....

and as such duly authorised to represent: .....

.....

.....

(hereinafter referred to as "the Guarantor") (in the case of a company a Resolution to be attached)  
do hereby hold at your disposal the amount of .....

(R.....) (the "guaranteed amount") for the due fulfilment by (*insert the name of Service Provider*) (hereinafter referred to as "the Service Provider") of its obligations to The South African National Roads Agency SOC Limited (hereinafter referred to as "SANRAL") in terms of the above stated contract between the Service Provider and SANRAL.

2. We hereby renounce the benefits of the exceptions *non numeratae pecuniae*, *non causa debiti*, *excussionis* and *divisionis*, the meanings and effect whereof we declare ourselves to be fully conversant.

3. We undertake and agree to pay to SANRAL the said guaranteed amount or such portion as may be demanded on receipt of a written demand from SANRAL, which demand may be made by SANRAL, if in your opinion and at your sole discretion, the said Service Provider fails and/or neglects to commence the work as prescribed in the contract or if he fails and/or neglects to proceed therewith or if, for any reason, he fails and/or neglects to complete the services in accordance with the condition of contract, or if he fails or neglects to refund to SANRAL any amount found to be due and payable to SANRAL, or if his estate is sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.

4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.

5. The said guaranteed amount or such portion as may be demanded may be retained by SANRAL on condition that after completion of the service as stipulated in the contract, SANRAL shall account to the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.
6. This guarantee is neither negotiable nor transferable and
- (a) must be surrendered to us at the time when SANRAL accounts to the Guarantor in terms of clause 5 above, or
  - (b) shall lapse upon the issue of the Taking-Over Certificate for the construction Works of the project, and
  - (c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.
7. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT ..... ON THIS ..... DAY OF  
..... 20 .....

GUARANTOR: .....

NAME (IN CAPITALS) .....

AS WITNESSES: 1 ..... 2 .....

NAMES (IN CAPITALS): 1 ..... 2 .....

ADDRESSES: 1 ..... 2 .....



**C1.3.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO 85 OF 1993) AND CONSTRUCTION REGULATIONS 2014**

Not Required

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## **PART C2: PRICING DATA**

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**PART C2:           PRICING DATA**

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## C2.1 PRICING INSTRUCTIONS

C2.1.1 For the purposes of this Pricing Schedule, 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 Scope of Works.
Quantity:	The number of units of work for each item as provided by the <i>Service Provider</i> or as tendered by the Sub-Service Provider.
Rate:	The payment per unit of work for which a rate has been provided by the <i>Service Provider</i> or for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum:	An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.
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 cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

C2.1.2 The quantities provided by the *Service Provider* in the Pricing Schedule are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Sub-Service Provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

C2.1.3 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc., and for the completed items of work as specified in the Scope of Works and Contract Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.

C2.1.4 The tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the pricing schedule.

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of clause C2.1.10 of this preamble.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- C2.1.5 The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the Contract Data, General Conditions of Contract and Particular/Special Conditions of Contract and Scope of Works for more detailed information regarding the extent of work entailed under each item.
- C2.1.6 Where so indicated under measurement and payment, prices or rates will be subject to adjustment for escalation as provided for below:
- (iii) The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
  - (iv) On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the 12-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
  - (v) Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.

Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.

- C2.1.7 Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described in clause C2.1.6 above.

- C2.1.8 Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the *Service Provider's* instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Sub-Service Provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the *Service Provider* shall have instructed.

For each Sum, the *Service Provider* may instruct plant, materials or services to be procured by the Sub-Service Provider in accordance with the *Service Provider's* policies, and for which there shall be included in the Contract Price:

- The actual amounts paid (or due to be paid) by the Service Provider under the Sum, and
- An item for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, tendered in the Pricing Schedule. Provided that for Prime Cost Sums only, where a percentage mark-up or lump sum mark-up is tendered, which shall exclude profit.

The Sub-Service Provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a Sum.

Any percentage adjustment or lump sum mark-up against the Sum for handling fee, profits, etc. shall not be negative.

- C2.1.9. Subject to the conditions stated in Clause C2.1.10 below, the rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled pricing schedule, the rates and the lump sums will be regarded as being correct, and the *Service Provider* shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the pricing schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the *Service Provider* shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates and lump sums, the extensions and the tender sum.

- C2.1.10 A tender shall be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the *Service Provider*, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the *Service Provider* to adjust the unit rates or lump sums for such items, to make such adjustments.
- C2.1.11 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents
- C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

## **C2.2 PRICING SCHEDULE**

### **Notes to Tenderer:**

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

**The tender shall be declared a non-responsive tender.**

Item	Description	Unit	Qty	Rate (R)	Amount (R)
<b>C3200: Services Required in Project Design Phase</b>					
<b>32.01</b>	<b>Basic Assessment Process</b>				
<b>(a)</b>	<b>Pre-Application Phase</b>				
(a)(i)	Screening Report	LS	1		
<b>(c)</b>	<b>Basic Assessment Phase</b>				
(c)(i)	Undertake Basic Assessment Process & compile draft report & specific EMPr	LS	1		
(c)(ii)	Prepare and submit Final Basic Assessment Report and specific EMPr	LS	1		
(c)(iii)	Notify Interested and affected Parties	LS	1		
<b>(d)</b>	<b>Appeal Process</b>				
(d)(i)	Prepare draft Response to Appeal/s	Hour	10		
<b>Sub total</b>	<b>Carried forward to payment section summary</b>				
<b>32.03</b>	<b>Specialist Studies</b>				
(a)	Specialist studies	Prov Sum	1	300 000	300 000
(b)	Handling costs i.r.o. sub-item 32.03 (a)	%			
<b>32.04</b>	<b>Authorisations/approvals for Material Sources</b>				
(a)	Price per Borrow Pit/Quarry	No	3		
<b>Sub total</b>	<b>Carried forward to payment section summary</b>				
<b>32.05</b>	<b>Water Use Authorisation</b>				
(a)	Register water use/s in terms of applicable General Authorisation	LS	1		
<b>Sub total</b>	<b>Carried forward to payment section summary</b>				
<b>TOTAL</b>	<b>Carried forward to Pricing Schedule summary</b>				



Item	Description	Unit	Qty	Rate (R)	Amount (R)
C3300: Services required in project construction phase					
33.01	Monitoring Phase				
(a)	Environmental Awareness Training (once-off)	LS	1		
(b)	Monthly Audits by ECO	No.	21		
TOTAL	Carried forward to Pricing Schedule summary				
C3400: Other Services					
34.01	Closure of material sources				
(a)	Borrow pits and/or quarries	No.	3		
Sub total	Carried forward to payment section summary				
TOTAL	Carried forward to Pricing Schedule summary				

## C2.3 SUMMARY OF PRICING SCHEDULE

3200 Services required in project design phase R .....

3300 Services required in project construction phase R .....

3400 Other Services R .....

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SUB TOTAL R .....

VAT (15%) R .....

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TENDER SUM CARRIED FORWARD TO FORM OF OFFER (C1.1.1) R .....

SIGNED BY TENDERER: .....

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## **PART C3: SCOPE OF WORKS**

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## **PART C3: SCOPE OF WORK**

### **Notes to tenderer:**

1. The tenderer shall note that the Scope of Work contained in this document forms a standard specification for all environmental services required on projects under the South African National Roads Agency SOC Limited (the Applicant). Not all the services may be required on all projects. Those services not required are shown as being struck through and any relevant payment item for that work removed from the standard Pricing Schedule (see part C2.2). Similarly, the *Service Provider's* particular requirements are shown as having been inserted into the standard specification by their appearance in italics within the text.

## PART C3: SCOPE OF WORK

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## **C3100 GENERAL REQUIREMENTS**

### **C3101 Scope**

This section covers general matters relating to the performance of an environmental management subservice that forms part of the project to be delivered by the *Service Provider* under contract to the South African National Roads Agency SOC Limited (the Applicant), who is seeking environmental services. As the Applicant cannot itself undertake all the various application processes an Environmental Assessment Practitioner (EAP) is to be appointed to perform these services.

The role expected of the EAP extends to more than that of an application manager to cover the complete ambit of environmental management during the various phases of the project. The scope of works is given within the context of the overall project programme and the operating systems of the Applicant. Terms imposed by the subservice General Conditions of Contract are not repeated here except by way of providing detail or explanation and should any conflict between them occur the General Conditions of Contract shall prevail.

### **C3102 Project description**

This project is situated on National Route R40 and R527 at Hoedspruit, South Africa. It runs from R40-Section 5 at km 93.0 to R40-Section 6 at km 0.6 and includes 400 meters of the intersecting R527 and D5012. The project forms part of the Maruleng Local Municipality and Mopani District Municipality. A locality plan is included as an appendix to Part C4: Site Information of this document.

Major aspects of this project include the following:

- Widening of the current road cross sections from a 2-lane to 4-lane dual carriageway;
- Removal of existing trees and vegetation for construction of the roads;
- Possible reconstruction of the existing road pavement;
- Improvement of the existing roads vertical and horizontal alignment;
- Widening of bridges, and lesser culverts;
- Construction of new bridges;
- Vegetation clearing in excess of 1 hectare outside the road reserve for stockpiling areas; and
- Possible opening of a quarry and borrow pits situated in close proximity to the route.

### **C3103 Definitions**

The following definitions apply to the subservice:

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

**Service Provider:** is BVi Consulting Engineers Western Cape (Pty) Ltd, the service provider who is contracted by the Applicant to deliver, under a separate contract between them, defined services of which these subservices (environmental services) form an integral part;

**Environmental Management Plan (EMPI):** the plan prescribed by the Applicant containing the methods by which proper environmental controls are to be implemented during the construction phase of the project. A copy is included as an annexure to part C4: Site Information of this document;

**Environmental Management Programme (EMPr):** a programme in relation to identified or specified activities as described in regulation 34 of the EIA Regulations and includes project-specific mitigation measures identified by the EAP and any conditions imposed by environmental authorisations granted by DEA or other competent authority as well as the

embodiment of the Applicant's EMPI to ensure that undue or reasonably avoidable adverse impacts of the project are prevented and to ensure that positive impacts are advanced;

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

**The Applicant:** The South African National Roads Agency SOC Limited and is the Applicant in any application for environmental approval managed by the EAP.

**Service Provider:** is the same as the **Engineering consultant**.

**Site;** the site is defined by the limits of construction as shown in the drawings or the title of the project and extends to also include the following:

- Areas outside the construction zones where accommodation of traffic is placed;
- All borrow pits
- All haul roads constructed by the construction contractor for purposes of access;
- Parallel service roads that eliminate multiple accesses;
- Any non-adjacent sites specified in the contract documentation;
- The construction contractor's and his subcontractors' camp sites; and
- includes areas outside of, but adjacent to, the road reserve that may be affected by construction activities.

#### **C3104 Role of the EAP**

Throughout the environmental application process the EAP has to consult with the *Service Provider* where applicable. This cannot be construed by the EAP that liability for his work passes to the *Service Provider*. It shall only mean that the *Service Provider* has reviewed the EAP's work, engaged in discussion and provided comment.

#### **C3105 Applicant's Involvement**

The *Service Provider* and EAP will involve the Applicant as necessary to deliver the project requirements.

#### **C3106 Project programme**

The EAP shall programme its duties in such a manner so as to complete its investigations, public participation meetings and submission of applications seeking environmental authorisations, permits, etc. so as to ensure the *Service Provider* complies with the timelines for the various phases of the total project.

Roadworks construction commencement date for this project is estimated to be **October 2023**, by which the EAP is expected to have acquired all authorization and or licenses required from respective officials.

#### **C3107 Penalties and delays**

Penalties shall be applied for each calendar day by which the EAP fails to meet the prescribed dates or is the cause for them not being met. The quantum of the penalty shall be as listed in the Contract Data. Draft reports and documents require submission to the *Service Provider* in advance of any meetings scheduled for discussion and finalisation thereof. The EAP shall thus take such prescribed periods into account in compiling its programme mindful that late delivery shall attract penalties applied at the rate stated in the Contract Data.

Delays attributable to the EAP's performance that cause project milestone dates to be missed shall, similarly, attract the daily penalty stated in the Contract Data. If a delay is caused after an award of a contract the EAP may be liable for the actual delay damages that the Applicant will incur, calculated as the difference in contract price adjustment had the delay not occurred, plus

interest at rates prescribed by Treasury limits. Notwithstanding the different cause of delay, the maximum amount due by the EAP shall not exceed the value stated in the Contract Data.

Any delays to the programme that are attributable to the *Service Provider*, or to other approved mitigating circumstances, will not be subject to penalties. In the event of such instances arising, any extensions of time granted shall be limited to the equivalent number of calendar days attributable to each instance.

#### **C3108 Key persons**

The Tenderer's proposal of key person/s becomes a contractual commitment upon award. Any proposed change should be handled formally by way of written request and approval but does not require a variation order to be submitted. Replacement personnel shall be of same or better competence, experience, and equity status as those initially accepted.

Key person/s required for this project are the EAP (design phase) and/or Environmental Control Officer (ECO – construction phase). The tenderer may propose 1 or 2 different persons to fulfil the two roles.

The key person/s must meet the following requirements:

- (a) Be in possession of an NQF Level 8 in Natural Sciences
- (b) Have a minimum of 8 years of post-graduate experience conducting environmental impact assessments and/or environmental audits (Form B1 must be completed and copy of certificate provided);
- (c) Be registered with the Environmental Division of South African Council of Natural Science Professions (SACNASP) as a professional natural scientist and/ or with the Environmental Assessment Practitioner's Association of South Africa (EAPASA) as an Environmental Assessment Practitioner (EAP) (Form B2 must be completed, and proof provided);

#### **C3109 Site visits**

The Applicant has routine road maintenance (RRM) contracts along existing routes. The EAP shall not visit the site for purposes of undertaking any investigation without first approaching the *Service Provider* who may himself accompany the EAP or arrange as appropriate.

The project is located within Mopani District Municipality (DC 33), with Maruleng Local Municipality being the main centre. The Applicant has established public liaison committees (PLC's) with communities adjacent to many parts of the national road network and liaison/consultation with them is an integral part of the *Service Provider*'s duties. Contact with the relevant PLC's or tribal authority shall be via the *Service Provider* / and or Applicant as stated.

#### **C3110 Meetings**

The EAP shall liaise with the *Service Provider* and coordinate his programme so that it aligns with the planned progress meetings arranged between the *Service Provider* and the Applicant. Provisional dates for these meetings will be as shown above in Table 3.1: Subservice milestone dates. The EAP shall attend *Service Provider* /Applicant progress meetings to explain the progress being made in the assessment process and report on any delays and impediments encountered, their effect on the programmed due dates for the various authorisations needed for project construction commencement. Particular cognisance shall be given to reporting on events that may result in change management (i.e. give rise to delays that will impact on delivery of the project in such a way that variation orders have to be issued sanctioning the change).

Attendance at these meetings shall not be delegated to another. Inability of the EAP, (who is the contractual key person), to attend may result in the need to reschedule a meeting and any cost consequences therefrom shall be a penalty event or give rise to a claim for delay damages in accordance with C3107: Penalties and delays.



The EAP may propose other meetings with the *Service Provider* if any are thought necessary and the *Service Provider* shall not unreasonably deny such a request.

The EAP shall attend the construction contractor tender clarification and later contract hand-over meetings in his/her role as the Environmental Control Officer (ECO). The EAP/ECO plays no role in the construction procurement process other than attendance at these meetings.

#### **C3111 Safety**

The Applicant has appointed the *Service Provider* as its agent for purposes of overseeing compliance with occupational health and safety (OSH) requirements throughout all phases of the project. The EAP is no less exempt from compliance with requirements imposed by the *Service Provider* than any *Service Provider's* employee or contractor's (including his subcontractors') employees.

#### **C3112 Insurance**

The EAP shall carry insurance to the value and type listed in the Contract Data: Information provided by the *Service Provider* (refer part C 1.2.2). These insurances shall be kept in place for the duration of this contract and proof of currency shall be attached to each interim payment submitted to the *Service Provider* for payment.

#### **C3113 Payment**

The EAP shall, when submitting certificates for payment, use the *Service Provider's* standard forms and formats including registering onto the *Service Provider's* electronic recording and payment system.

##### **(a) Retention monies**

Retention monies deductions shall be deducted by the *Service Provider*. Deductions shall be applied at 10% of the value of completed services up to a maximum of R30 000.00 (excluding VAT). Such retention monies shall be released by the *Service Provider* as follows:

- 80% upon receipt of acknowledgement of receipt of the final report from the Competent Authority; and.
- 20% on receipt of the Competent Authority's final decision, which shall not be later than two months after Interested and Affected Parties have been informed of the final decision.

##### **(b) Contract price adjustment**

Contract price adjustment shall apply to some payment items (refer to pricing instructions in clause C2.1.6 of the Pricing Data). Base date shall be the date 28 days prior to the latest date for submission of tenders. Base date for this contract is given in the Contract Data: Information provided by the *Service Provider* (refer part C1.2.2 of this contract).

## **C3200 SERVICES REQUIRED IN PROJECT DESIGN PHASE**

### **C3201 Scope**

This section covers the services the EAP must provide during the design phase of the project. The culmination of this phase of the project for the EAP is the submission of an application to the relevant competent authorities for environmental approvals to implement the design; and to receive final decisions.

Where regulations of various acts are referred to, the EAP shall ensure that the latest promulgated editions are applied to the project, regardless that reference in these specifications may allude to older versions.

### **C3202 Administration**

The EAP shall only send copies for public review and/or to authorities after receiving the *Service Provider* and Applicant's input.

After submitting the draft reports to the various authorities, the EAP shall follow up with them that they have been received and that written responses are received from them all.

In the event of any appeal the EAP shall remain involved as provided for in the Pricing Schedule)

#### ***Public Participation***

Attendance at all public participation meetings shall be the EAP key person. This duty shall not be delegated to another but may be enhanced by including others of the EAP's staff or involved specialists.

Records of meetings shall be minuted, produced and distributed to all attendees by the EAP, but not before the *Service Provider* has received and reviewed a draft version.

#### ***Assessment programme***

The EAP's programme shall indicate the time allowed for identified competent authorities in his programme by creating separate line items for submission of reports (BAR, scoping or EIR as appropriate to the application type) and receipt of comments on, or acceptance of, those reports. The programmed time between these line items shall not be less than the statutory limits for responses.

#### ***Environmental Management Programme (EMPr)***

The EAP shall include with each report a proposed EMPr. The EAP shall study the Applicant's standard EMP and use it as a base EMPr for inclusion in the reports. Unless this project is so uniquely different from the Applicant's standard projects no new EMP will be accepted. However, the EAP shall make project-specific recommendations to the standard EMP.

The final section of the standard EMP makes allowance for project specific application and this shall become the focal point where each aspect of the project EMPr is developed and recorded, by cross reference to the relevant item in the standard EMP and any specific change or addition.

### ***Specialist studies***

The EAP shall propose applicable specialist studies to the *Service Provider but may not tender for the specialist studies*. i.e. the specialists shall be independent of the EAP.

## **C3203 Measurement and payment**

### **32.01 Basic Assessment Process**

- (a) Pre-Application Phase
  - (i) Screening Report..... Lump sum
- (c) Basic Assessment Phase
  - (i) Undertake Basic Assessment Process & compile draft report & specific EMPr ..... Lump sum
  - (ii) Prepare and submit Final Basic Assessment Report and specific EMPr ..... Lump sum
  - (iii) Notify Interested and affected Parties ..... Lump sum
- (d) Appeal Process
  - (i) Prepare draft Response to Appeal/s ..... Hour (h)

The unit of measurement for subpayment items (a) to (c)(iii) shall be the lump sum. The sum tendered shall include full compensation for costs relating to time, effort, communication, consultation, site visits and all other costs incurred in performing the assessments. The rates shall cover the full cost of producing the draft and final reports including copying, binding and delivery.

For sub-payment item (d) the quantity required is fixed to 10 hours.

### **32.03 Specialist Studies**

- (a) Specialist studies ..... Prov Sum
- (b) Handling costs i.r.o sub- item 32.03 (a) ..... Percentage (%)

The unit of measurement for item 32.03 (a) shall be the Provisional Sum. The services required under item 32.03 (a) shall be undertaken by an independent party whom the Service Provider shall procure and be approved by the Employer. The Provisional Sum shall cover all the independent Service Provider's costs for travel, accommodation and fulfilment of the service including reports. The provisional sum shall be paid for in accordance with Clause C2.1.8.

The percentage tendered for handling costs under item 32.03(b) shall include for all costs associated with the planning, scheduling, compilation of quotations, issuing of three (3) quotations in electronic and/ or paper format and evaluation for the procurement of the sub-service, as well as handling fees.

### **32.04 Authorisations/approvals for Material Sources**

- (a) Price per Borrow Pit/Quarry ..... Number (No)

The unit of measurement for item 32.04 (a) shall be the number (No). The sum tendered for item 32.04 (a) shall be full compensation for acquiring the documentation, application to competent authority, public participation, undertaking a comprehensive analysis of the

information according to the specification, reaching conclusions, and identifying any incorrect assumptions or omissions in knowledge, preparing and submitting all draft and final reports.

**32.05      Water Use Authorisation**

- (a)    Register water use/s in terms of General Authorisation ..... Lump sum

The unit of measurement for sub-payment item 32.05 (a) shall be the lump sum including all disbursements.

## **C3300 SERVICES REQUIRED IN PROJECT CONSTRUCTION PHASE**

### **C3301 Scope**

This section covers the duties of the EAP during the construction phase of the project. The commencement date of constructions is as shown in C3106: Project programme and is defined as the day on which the Applicant conducts a hand-over meeting with the construction contractor procured by the *Service Provider* under the Applicant's policies and procedures.

### **C3302 Role of the EAP**

The EAP/ key person nominated (and accepted, thus a contractual entity under this contract) is the Environmental Control Officer (ECO) for the purposes of supervision and monitoring of the project contract.

#### **(a) Construction hand-over and monthly site meetings**

The ECO shall attend the hand-over meeting between the Applicant, the *Service Provider* and the construction contractor. The date of the hand-over meeting shall be the commencement of the ECO's duties. The ECO shall liaise with the *Service Provider* and coordinate his programme so that audit dates align with the planned site meetings wherein the ECO shall present his report.

#### **(b) Liaison with the construction contractor**

The ECO shall liaise closely with the construction contractor's designated environmental officer (DEO) to ensure that the construction contractor adheres to the letter of the EMPr and relevant environmental permits. The ECO shall assist the DEO putting in place comprehensive induction and compliance programmes.

The ECO is to assist the construction contractor with the compilation of his carbon footprint throughout the duration of construction. Each construction activity shall be separately recorded and accumulated. A monthly record of carbon expenditure shall be kept and shall appear as a separate part of each monthly report. The ECO shall guide, mentor and assist the DEO in the production of the site record for carbon expenditure. There is no defined calculation or reporting format meaning that the ECO shall, in close cooperation with the *Service Provider*, develop a reliable system. The ECO shall confirm the accuracy of the DEO's work.

#### **(c) Site audits**

Notwithstanding that the official record of environmental approval for the project may prescribe a different auditing schedule, the ECO shall visit the construction site once a month and conduct a comprehensive environmental audit. All authorisations for this project shall be used as the basis for the audits (Environmental Authorisation, General Authorisation, EMPr and any others). The audit criteria shall be submitted to the *Service Provider* for comment and approval before being implemented and any changes to it during the contract shall be similarly treated. A report of each audit shall be compiled and submitted to the *Service Provider*.

The *Service Provider* may instruct, dependent on the environmental approvals received from authorities and the quality and consistency of compliance by the construction contractor, that less frequent audits are conducted by the ECO. The *Service Provider* will provide the ECO with at least one month's notice of any change.

#### **(d) Closure of material sources**

During clean-up the ECO shall liaise with the relevant authorities to arrange a visit to inspect those borrow pits/quarries that have been rehabilitated. These visits may occur

at any time earlier in the contract as the construction contractor completes each material source. The purpose of these preliminary completion inspections is to get approval of the overall shaping and final condition relative to side slopes and even retention of water with the ultimate aim of obtaining closure. Visits to the site for purposes of engaging competent authority about preliminary closure (i.e. to seek comment and approval on the shaping of the rehabilitation work only, and not for purposes of acquiring the closure certificate) of the material sources exploited shall also be measured here. However, any visits scheduled for a date later than the construction contractor's departure from the site shall not be recoverable under this sub-payment item.

### **C3303 Measurement and payment**

#### **33.01 Environmental monitoring**

- (a) Environmental Awareness Training (once-off),  
including audit criteria ..... Lump sum
- (b) Monthly Audits by ECO ..... Number (No)

The unit of measurement for sub-payment item (a) shall be the lump sum. The sum offered shall be full compensation for the cost incurred to assist the construction contractor with setting up an induction procedure (including giving a presentation to the construction contractor's staff at construction commencement) and setting up a viable and repeatable system to measure the contractor's (and thus the project's) Resource Efficiency and other environmental initiatives. The monthly monitoring of each of these processes shall be included under the rate for sub-payment (b).

The unit of measurement of sub-payment (b) shall be the number (No.). The rate offered shall fully compensate for the cost of time, travel (including accommodation and meals), materials, printing, communicating and all other things required to conduct the specified audits and inspections and to produce and distribute the reports. The rate shall also cover all costs necessary to liaise with the relevant competent authority to secure any amendment to the relevant EMPr provided that such amendments do not require assessments different to those needed during the design phase of the project.

## **C3400 OTHER SERVICES REQUIRED**

### **C3401 Scope**

This section covers additional duties of the EAP in their role as the Environmental Control Officer (ECO) during and after completion of the construction phase of the project. The completion date of construction for the purposes of this contract is the effective date of the taking-over certificate that the *Service Provider* issues to the construction Contractor.

### **C3402 Duties of EAP**

The EAP/ ECO shall produce a final report on construction monitoring. No final environmental audit report shall be sent by the EAP to any of the competent authorities until the drafts of such reports have been submitted to the *Service Provider* for comment and discussion.

### **C3403 Measurement and payment**

#### **34.01 Closure of material sources**

(a) Borrow pits and/or quarries ..... Number (No)

The unit of measurement under this payment section shall be the number (No.) The rate offered for sub-payment item (a) shall be in full compensation for the costs of time, travel, communication, consultation, personnel, material, printing, and all other processes necessary to obtain from the Competent Authority closure certificates for each material source for which permits and/or operating authorisation had been approved.

The rate shall also cover all costs necessary to liaise with the relevant competent authority to secure closure of the material sources, including any amendment to the relevant authorisations.

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## **PART C4: SITE INFORMATION**

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## **PART C4: SITE INFORMATION**

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#### **C4.1 LOCATION OF THE PROJECT**

National Road R40 Section 5 and Section 6 (hereafter referred to as Road R40-5/6) is located within the boundary of the Maruleng Local Municipality, forming part of the Mopani District Municipality in the Limpopo Province. The road sections traverse urban and rural areas within and on the outskirts of Hoedspruit. The project includes the R40 from km 92.8 on Section 5 to km 1.316 on Section 6, traveling in a north-westerly direction. The R40 is intersected by the R527 from a south-westerly direction and the D5012 from a north-easterly direction, at km 0.22 on Section 6. The project includes 400 m of the R527 and D5012 on either side of the R40-6. The total length of the R40 included in the project is 2.307 km. A locality plan is included as Appendix A.

#### **C4.2 PROJECT INFORMATION**

The R40-5/6 currently consists of a two-lane single carriageway with a combination of surfaced and gravel shoulders along the route. The R40 has an average surfaced width of 12.0 m with two 3.5 m wide lanes and two 2.5 m wide shoulders

Five intersections are located within the project area, four of which are located on the R40. There are no signalized intersections within the project area. The intersection of the R40, R527 and D5012 at km 0.22 on the R40-6 has the highest levels of congestion. A grade-separated interchange will be implemented at this intersection. Another highly congested intersection is located approximately 270 m from the main intersection and is primarily utilized for access to a filling station on the western side of the R40-5, and to a Wildlife Estate and Mall to the eastern side.

The primary aim of the project is to alleviate congestion and improve mobility on the R40 at the two main intersections and to allow the traffic to flow through the area, at a suitable design speed and provide an acceptable level of service (LOS) for a 30-year design horizon. Two bridges are located within the project area and is situated at km 31.9 along Road R527, and at km 0.68 along the road R40-6.

The following are envisaged at the time of completion of the Preliminary design phase:

- Widening of the current R40, R527 and D5012 cross sections from a 2-lane to 4-lane dual carriageway;
- Construction of new access roads, ramp segments and high fill within the road reserve;
- Removal of existing trees and vegetation for the construction of roads;
- Reconstruction of the existing road pavement;
- Improvement of the existing roads' vertical and horizontal alignment;
- Widening of bridges within the road reserve;
- Construction of new bridges;
- Possible opening of a quarry and borrow pits situated in close proximity to the route; and
- Stockpiling of material on suitable areas as proposed by EAP.

#### **C4.3 TRAFFIC INFORMATION**

The R40, which is the primary route for this project, is a rural class 2 major arterial road situated inland within the Limpopo Province. The route firstly serves as a link between National Route N4, also known as the Maputo corridor, near Mbombela and the eastern parts of Limpopo (i.e. Phalaborwa), where extensive mining activity is taking place. Historic and recent traffic studies indicated severe congestion and low future level of service at major intersections on the R40-5/6. Heavy vehicle traffic makes up 17.3% of the traffic and is mostly through traffic. The most prominent movement is from Hoedspruit to the Commercial and Wildlife Estate area, and thus, a large portion of the current traffic on the R40-5/6 will be redistributed to the R527/D5012. Considering the expected increase in traffic, the design traffic for the R40-5/6 and R527/D5012 is estimated at 47 MESA (ES100) and 6.6 MESA(ES10) for a 20-year design period, respectively. Traffic information for this project is summarised in Table 4.1 overleaf.

**TABLE 4.1: CURRENT AND ENVISAGED TRAFFIC**

DESCRIPTION	YEAR	CURRENT	ENVISAGED
Historic traffic (R40 Section 5)	2009	ADT: 2377 ADTT :266	Growth rate:  ADT : 3.0% ADTT : 3.0%  Future loading 47 MESA (ES100)
	2019	ADT: 3510 ADTT:324	
Current traffic (R40 Section 5) and Hoedspruit Local component	2021	ADT: 12235 ADTT:2120	

**C4.4 CONSTRUCTION MATERIALS REQUIRED**

Material sources for natural/crushed gravel for earthworks, layer works, asphalt and concrete layers will have to be identified and approved. Dependant on the quantities of each, it may be cost effective to source some, or all, materials from commercial sources. Provision has been made in the pricing schedule for investigations of any potential hard rock or gravel sources. Table 4.2 summarises the possible detailed investigations for construction materials required.

**TABLE 4.2: POSSIBLE INVESTIGATIONS FOR CONSTRUCTION MATERIALS**

DESCRIPTION	CURRENT	ENVISAGED
Asphalt aggregate	Commercial	Commercial
Concrete aggregate	Commercial	Commercial
Crushed Stone for Base and Sub Base	Commercial	Commercial / Existing Quarry pending investigations, approvals and licensing
Gravel materials for Lower Selected and Fill Layers	Commercial	Commercial / Existing borrow pit pending investigations, approvals and licensing

**TABLE 4.3: MATERIAL QUANTITIES**

DESCRIPTION	VOLUME (m <sup>3</sup> )	
	CONCEPT 1	CONCEPT 3
Material generated cut to fill	45 000	51 000
Imported fill	215 000	198 000
Layerworks (m <sup>2</sup> )	91 500	9 600
Structural works(m <sup>2</sup> )	4 000	8 000

Two potential borrow areas and one potential quarry area for the procurement of gravel material were identified (see annexure B) and will be investigated in detail. Table 4.4 summarises the locations of the identified borrow and quarry areas within the project vicinity.

**TABLE 4.4: LOCATIONS OF POTENTIAL BORROW AREAS**

DESCRIPTION	FARM	CO-ORDINATES	TARGET MATERIAL
Borrow Area 1	Berlin 209-KT	24°20'45,9" S, 30°57'20,9" E	G6
Borrow Area 2	Berlin 209-KT	24°20'25,6" S, 30°57'03,7" E	G7
Quarry Area 1	Amsterdam 208-KT	24°19'15,3" S, 30°57'53,3" E	G1 (not for concrete use)

**C4.5 GEOTECHNICAL**

The road section is underlain by gneiss and its products of weathering, with the in-situ soil comprising silty sand containing gravels of gneiss. There are no known geotechnical problem areas identified on this section of the route.

Geotechnical investigations will be carried out at any new structures and at substantial improvements/additions/widenings to existing structures. Appendix H of the Code of Procedure for the Planning and Design of Highway and Road Structures in South Africa as well as the geotechnical inspection will form the basis for this investigation. It is foreseen that boreholes will need to be drilled and logged at all new structures and/or widenings. Geotechnical investigations will also be carried out at positions of new cuts and fills, depending on the position and extent of the approved geometric design.

**C4.6 LAND REQUIREMENTS**

The following land has been identified for acquisition (see Locality plan 2 in Appendix A for area definitions):

- Area 1: This whole area is owned by Mr. J. Fichardt and will need to be acquired for Concept 1, but only part of it is needed for Concept 2.
- Area 2: This whole area is also owned by Mr. J. Fichardt. The current access to this land is at a railway crossing, connecting Area 1 and 2. This project will need to provide access to Area 2, or acquire the entire portion of land.
- Area 3: A portion of this area is currently being acquired from the *Department of Public Works and Infrastructure (DPWI)* and is being utilized by the *South African Air Force (SAAF)*. Discussions are ongoing. Concept 2 requires a smaller portion of land than Concept 1.
- Area 4: A portion of this area, for the road reserve for the new service road to the Wildlife Estate and Commercial areas from Road D5012, has been acquired. An additional area will need to be acquired depending on the final approved concept; and
- Area 7: No acquisition of land has been initiated for this area. The particular land to be acquired will be highly dependent on the final approved concept. This will only be initiated once a final concept is approved by *SANRAL*.
- Area next to R527: Some acquisition of land may be required along the R527, depending on the final approved road width requirement.

**C4.7 WORKING AGREEMENTS**

There are no working level agreements between the Applicant and other state departments related to this project.

#### **C4.8 DRAINAGE**

Drainage does not form an integral part of this project. A total of 9 minor culverts are present along the route. The minor culverts are in good condition, however with significant vertical re-alignments, all minor culverts will be replaced due to the lowering of the R40-5/6.

Surface drainage are mostly in the form of kerbed channels, open channels and asphalt berms with concrete down chutes. All surface drainage will be reconstructed as a result of the vertical re-alignments with the addition of new surface drainage for ramps and access roads.

**TABLE 4.5: CURRENT AND ENVISAGED DRAINAGE**

DESCRIPTION	CURRENT	ENVISAGED
Side drains	Existing	Reconstructed with addition for ramps and access roads
Median drains	None	Not applicable
Meadow drains	None	New drains to be installed where necessary
Sub-surface drains	None	Below new side drains on R40
Pipe culverts	None	To be replaced and new culverts to be installed where necessary
Box culverts	Existing	To be replaced and new culverts to be installed where necessary

#### **C4.9 CONTRACTOR'S ESTABLISHMENT**

Currently no specific area has been identified for the Contractors Site Establishment. Possible areas are identified as Area 1 and/or Area 3 in the attached locality plan 2 (Appendix A).

#### **C4.10 COMMUNITY**

The following will be considered as affected parties of the community due to the envisioned construction works, as well as the closure of direct at-grade access to the R40-5&6 (see Locality plan 2 in Appendix A for area definitions):

- Municipality – Acquisition of land  
Contact Person: Mr. Lesley Morwa  
Cell: 072 752 1559
- Informal settlements North of R527 km31.8 – Relocation of informal settlement
- Owner of Area 1 and 2 – Acquisition of land
- Air Force Training Area, Area 3 – Acquisition of land
- Private property in Area 4 - Acquisition of land
- Fire department in Area 4 – Relocation of access
- Wildlife Estate and Commercial Area 5 and 6 – Closure of direct access to R40
- Filling station and commercial in Area 7 - Closure of direct access to R40

Details of the affected parties will be supplied to the successful tenderer.

#### **C4.11 RRM**

The Applicant currently has a routine road maintenance (RRM) contract in progress along the route. The contact details of the parties involved in the RRM are as follows:

Route manager : Ms. Mpho Mohale – Wanoza Consulting Engineers cc  
Cell: 072 518 1437

Contractor : Mr. Pona Ntsama – BCB Solutions (Pty) Ltd  
Cell: 076 472 6908

#### **C4.12 APPENDICES**

Appendix A: Locality Plan

Appendix B: Material sources (with a geological site plan)

Appendix C: Applicant's standard Environmental Management Plan

## **Appendix A:      Locality Plan**

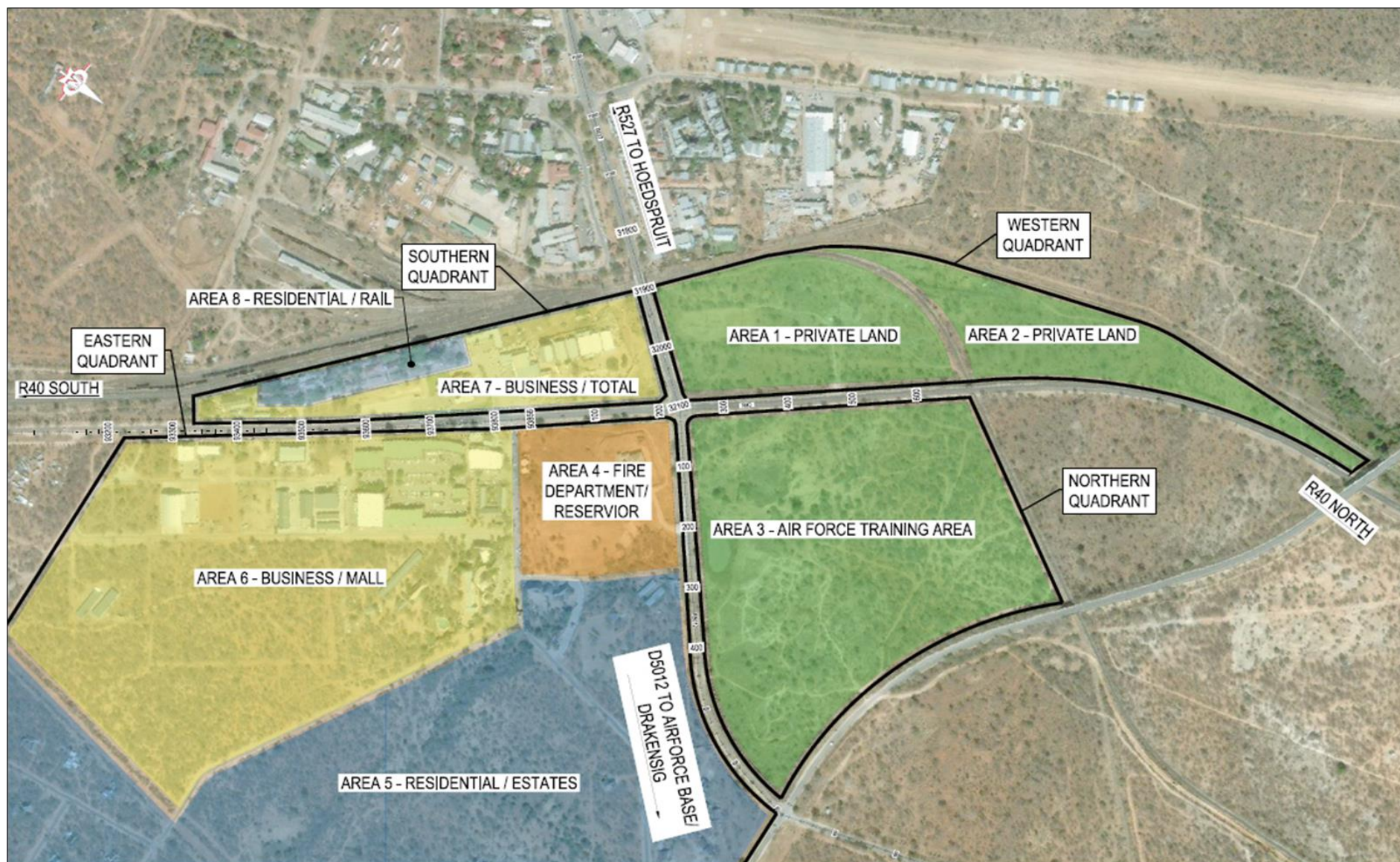




**Locality plan 1: National Route R40 – Section 5 km 93.0 to Section 6 km 0.6 at Hoedspruit, South Africa**

EAP procurement proforma\_EDMS #6014553  
Contract SANRAL R.040-060-2019/1ENV

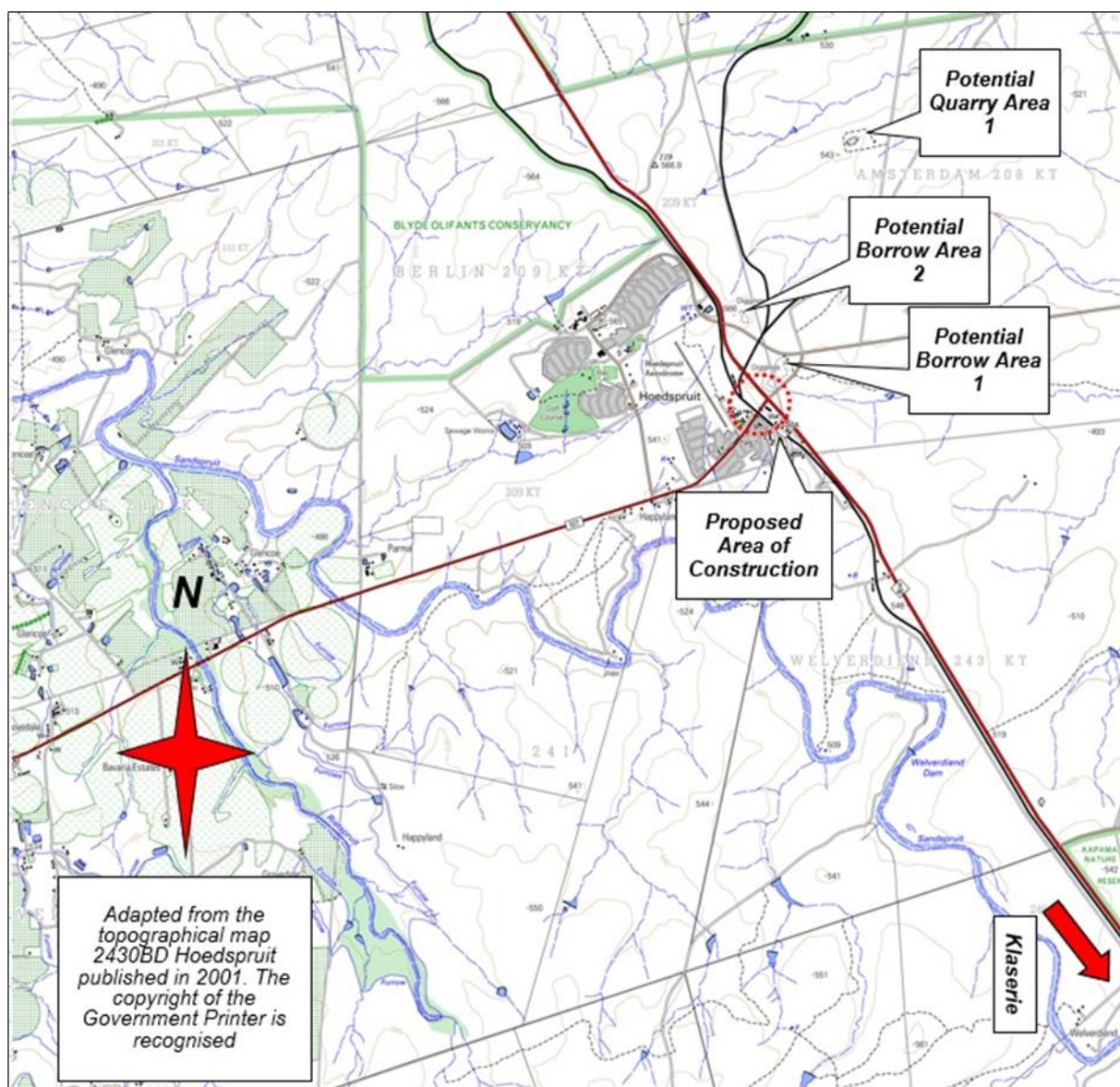




**Locality plan 2: Proposed areas in the vicinity of the project (for reference purposes)**



## Appendix B: Material Sources



**Material Sources in the project vicinity**

## Appendix C: Applicant's standard Environmental Management Plan

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## C1001 SCOPE

The Employer recognises environmental management as a key component of road infrastructure development and as part of its environmental policy has developed this Environmental Management Plan (EMPI) as a tool for continual improvement in environmental performance.

This EMPI prescribes the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999 edition) published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) as the Defects Notification Period (maintenance period).

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

The EMPI is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any changes to the EMPI and/or environmental authorisation cannot occur without being submitted to the Employer who will manage the process of seeking approval of the change from the relevant authority.

The EMPI identifies the following:

- Relevant parties and their responsibilities;
- Construction activities that will impact on the environment;
- Specifications with which the contractor shall comply in order to protect the environment from the identified impacts; and

## C1002 DEFINITIONS

**Alien Vegetation:** undesirable plant growth which includes, but is not limited to all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA), 1983 regulations. Other vegetation deemed to be alien are those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

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

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

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

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

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

**Environmental Impact Assessment (EIA):** a systematic process of identifying, assessing and reporting environmental impacts associated with an activity and includes basic assessment and scoping and environmental impact reporting.

**Environmental Management Programme (EMPr):** the embodiment of this EMPI to ensure that undue or reasonably avoidable adverse impacts of a development are prevented, and to ensure that positive impacts are enhanced. It thus addresses the how, when, who, where and what of integrating environmental mitigation and monitoring measures through identified projects.

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

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

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

for the purposes of this EMPI includes areas outside of, but adjacent to, the road reserve that may be affected by construction activities.

## **C1003      LEGAL REQUIREMENTS**

### **(a)      General**

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

EMPI contradict those specified in the standard or project specifications then the latter shall prevail.

**(b) Statutory and other applicable legislation**

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

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

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

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

(ii) The Constitution (Act 6 of 1996)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This act makes provision for the protection of surface water and groundwater and their sustainable management for the prevention and remediation of the

## **C1004 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS**

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

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

### **(a) The Employer**

The Employer is the holder of authorisations issued by the relevant environmental regulating authorities responsible for authorising and enforcing environmental compliance. The Employer and anyone acting on the Employer's behalf is



accountable for the potential impacts of the activities that are undertaken and is responsible for managing these impacts.

**(b) The Engineer**

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

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

If in the opinion of the engineer the DEO is not fulfilling his/her duties in terms of this EMPI, the engineer may, in writing and clearly setting out reasons, exercise his powers under FIDIC condition of contract clause 6.9 and instruct replacement of the DEO.

**(c) The Contractor**

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

The contractor shall receive and implement any instruction issued by the engineer relating to compliance with the EMPI including the removal of personnel or equipment.

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

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

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

The DEO may undertake other construction duties unless the Appendix to Tender prescribes this position as 'dedicated' as opposed to the standard position being 'designated'. However, the DEO's environmental duties shall hold primacy over other contractual duties and the engineer has the authority to instruct the contractor to reduce the DEO's other duties or to replace the DEO if, in the engineer's opinion, he/she is not fulfilling his/her duties in terms of the requirements of this EMPI. Such instruction will be in writing clearly setting out the reasons why a replacement is required.

As a minimum the DEO shall have an accredited diploma qualification in environmental or natural sciences or equivalent. Alternatively, the DEO shall have a minimum of 2 years' experience in a similar role in construction or other environmental regulatory field.

In addition to the compliance duties relating to EMPI the DEO shall also provide full cooperation whenever the contractor is subjected to regular environmental audits.

**(e) Environmental Control Officer (ECO)**

The Environmental Control Officer (ECO) is an independent environmental specialist appointed by the engineer to objectively and regularly monitor the contractor's implementation of this EMPI and the EMPr as may be determined by the sensitivity of the project or by conditions of authorisations. These are 'internal' audits and the regularity determined by the environmental approvals, usually once a month. Other ad hoc or 'external' audits ordered by the Employer will be conducted by other environmental specialists.

**C1005 TRAINING**

**(a) Qualifications**

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

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

**(b) Content**

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

- (i) The importance of conformance with all environmental policies and the consequences of departure from standard operating procedures;
- (ii) Environmental impacts, actual or potential, caused by work activities, prevention measures to avoid them and mitigation measures when they occur;
- (iii) Work force roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Employer's environmental management systems, including emergency preparedness and response requirements; and
- (iv) The environmental benefits of improved personal performance.

**(c) Induction**

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

**C1006 ACTIVITIES/ASPECTS CAUSING IMPACTS**

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

**TABLE 1: ASPECTS AND IMPACTS ASSOCIATED WITH ROAD CONSTRUCTION**

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

**(a) General approach**

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

- (i) The type of construction activity about to be started.
- (ii) Locality where the activity will take place.
- (iii) Identification of the environmental aspects and impacts that might result from the activity.
- (iv) The methodology of impact prevention for each activity or aspect.
- (v) The methodology of impact containment for each activity or aspect.

- (vi) Identification of the emergency/disaster potential for each activity (if any) and the reaction procedures necessary to mitigate impact severity.
- (vii) Treatment and continued maintenance of impacted environment.

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

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

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

#### **(b) Spillages**

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

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

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

#### **(c) Water use and control**

The contractor's use of water shall take into consideration that it is a scarce commodity, and shall be optimised. Where applicable, authorisation shall be obtained from the Department of Water Affairs (DWA) before water is drawn from streams or new boreholes developed.

The contractor shall also ensure that any stream deviations or diversions are undertaken in such a manner that the impact on the environment is minimised. Method statements shall be submitted to the engineer for comment, detailing how the work will be undertaken, what risks are foreseen and what measures will be employed to minimise such risks. Notwithstanding any comments by the engineer, no work on stream deviations or diversions can commence without written approval from DWA.

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

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products.

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

**(d) Alien vegetation**

The contractor shall be responsible for the removal of alien vegetation disturbed by road construction activities within and outside the road reserve. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily. This responsibility shall continue for the duration of the defects notification period.

**(e) Dust control**

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

**(f) Noise control**

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Should noise generating activities have to occur at night the people in the vicinity of the noise-generating activity shall be warned about the noise well in advance and the activities kept to a

minimum. Relevant legislation shall also be taken into consideration, and any practical mitigation measures adopted.

**(g) Energy consumption**

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

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

**C1007 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES**

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

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

**(a) Site establishment**

**(i) Site Plan**

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

The plans shall detail the locality as well as the layout of the waste management facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall have been submitted and approved before establishment commences. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site

in order that rehabilitation is, as a minimum, done to a standard similar to pre-construction activities.

(ii) Vegetation

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

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

Contravention of a notice of listed protected tree species under the National Forests Act, 1998 is regarded as a first category offence that may result in a fine or imprisonment for a period up to three years, or to both a fine and imprisonment.

Rehabilitation shall be undertaken using indigenous tree, shrub and grass species. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding.

Fires shall only be allowed in facilities or equipment specially constructed for this purpose. The need for a firebreak shall be determined in consultation with the engineer and the relevant authorities, and if required a firebreak shall be cleared and maintained around the perimeter of the camp and office sites. The contractor's staff shall at no time make fires for purposes of keeping out the cold unless they are contained in purpose-built containers capable of preventing runaway fires if knocked over and the ashes collected and safely and environmentally disposed of on a daily basis.

(iii) Water management

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

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

(iv) Heating and cooking fuel

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

**(b) Sewage management**

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

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

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

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

**(c) Waste management**

The contractor's intended methods for waste management shall be outlined and implemented at the outset of the contract, and shall be to the satisfaction of the engineer. Opportunities for avoiding, reducing, reusing and recycling of materials should be identified upfront, as should constraints for their implementation. All personnel shall be instructed to dispose of all waste in the proper manner.

**(i) Solid waste**

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

**(ii) Litter**

No littering by construction workers shall be allowed and any locality where motorists are encouraged or forced to stop shall be effectively controlled for litter collection. During the construction period, the various contractor's facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter. Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of



work the contractor shall provide litter collection facilities for later safe disposal at approved sites.

Particular emphasis on litter control measures shall apply at stop/go facilities.

(iii) Hazardous waste

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

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

(iv) Construction and demolition waste

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

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

**(d) Control at the workshop**

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless of whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

(i) Hazardous Material Storage

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

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from

the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

(ii) Fuel and gas storage

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

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

(iv) Oil and lubricant waste

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

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

**(e) Clearing the site**

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

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

**(f) Soil management**

**(i) Topsoil**

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include all storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved waste disposal site. The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

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

**(ii) Subsoil**

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

Whilst in stockpile it shall be maintained free from erosion and weed infestation in the same way as for topsoil stockpile maintenance.

**(g) Earthworks and layerworks**

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

(i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Mineral Resources, that before entry into any quarry or borrow pit, an EMPr for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMPr or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMPr are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMPr and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Pricing Schedule.

(ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity.

(iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This may include both strip and full sodding.

The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability.

(iv) Stockpiles

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

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

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

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

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their closure only when they have been satisfactorily rehabilitated.

(v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a risk assessment and locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record the existing positions and conditions of the dwellings/structures/services including, lengths and widths of cracks, as

well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to notify the adjacent communities and/or road users the times and delays to be expected for each individual blast.

**(h) On site plant**

**(i) Crusher, screening plants and concrete batching plants**

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relevant authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1007(g)(i) of this EMPI, with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

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

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

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart.

**(ii) Asphalt Plant**

Asphalt plants are considered to be one of the scheduled processes listed in the Environmental Impact Assessment Regulations of 2010. The activity triggered by the asphalt for road construction purposes is activity 26 of GN R. 545, which states: "*Commencing of an activity, which requires an atmospheric emission license in terms of Section 21 of the National Environmental Management: Air Quality Act, 2004 (Act No 39 of 2004) except where Activity 28 in Notice No R544 of 2010 applies.*" Commencing with activity 26 of GN R. 545 requires Scoping and Environmental Impact Reporting (S&EIR) in order to obtain an environmental authorisation. In the event the use of an on-site asphalt plant is considered the contractor shall be responsible to obtain the

necessary permit from the Department of Environmental Affairs, regardless of where the site is situated.

Operation of the plant shall conform to the same requirements as for a crushing plant or concrete batching plant under C1007(h)(i) above.

## **C1008 AREAS OF SPECIFIC IMPORTANCE**

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

### **(a) Archaeological sites**

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

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

## **C1009 REHABILITATION**

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

Responsibility for re-establishment of vegetation shall extend until expiry of the defects notification period. However, the employer reserves the right to continue holding retention monies (or not releasing guarantees in lieu of retention) depending upon the state of cover

at the end of the defects notification period. Such extension may continue until closure of the relevant quarry or borrow pit has been secured,

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

#### **C1010 RECORD KEEPING**

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

Copies of any authorisations or EMPs (including those for specific borrow pits or quarries used on the project) shall be kept on site and made available for inspection by visiting officials from the employer, relevant environmental departments or internal/external auditors.

#### **C1011 COMPLIANCE AND PENALTIES**

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

Any non-compliance with the agreed procedures of the EMP and this EMPI is a transgression of the various statutes and laws that define the manner by which the environment is managed and, therefore, any avoidable non-compliance, dependant on severity, may be considered sufficient grounds for contact to be made with relevant provincial or national authorities to invite their sanction.

The engineer's decision with regard to what is considered a violation, its seriousness and the action to be taken against the contractor shall be final. Failure to redress the cause shall be reported to the relevant authority. The responsible provincial or national authority may ensure compliance and impose penalties relevant to the transgression as allowed within statutory powers.



**C1012 PROJECT SPECIFIC CONDITIONS**

**TABLE 7/1: MECHANISMS THAT CAUSE ENVIRONMENTAL IMPACTS DURING CONSTRUCTION ACTIVITIES**

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas
3400 - 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

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## **PART C5: ANNEXURES**

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