

**SANRAL**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg.No.1998/009584/30

BUILDING SOUTH AFRICA  
THROUGH BETTER ROADS

# THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

**CONTRACT SANRAL N.002-250-2024/1**

**CAPACITY IMPROVEMENTS TO THE  
EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**PROJECT DOCUMENT**

DATE: AUGUST 2022

TENDER DOCUMENT  
VOLUME 3  
BOOK 1 OF 2

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

**NAME OF TENDERER:**

Set sequential number



**CONTRACT SANRAL N.002-250-2024/1**

**FOR**

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EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**PROJECT DOCUMENT**

DATE: AUGUST 2022  
TENDER DOCUMENT  
VOLUME 3  
BOOK 1 OF 2

THIS DOCUMENT COMPILED :

UNDER THE DIRECTION OF THE REGIONAL MANAGER  
THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

58 Van Eck Place  
Mkondeni  
Pietermaritzburg  
3201

## LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

Volume 1: The Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) which the tenderer shall purchase himself. (See note 1 below).

Volume 2A: The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition), issued by the Committee of Land Transport Officials which the tenderer shall purchase himself. (See Note 2 below).

Volume 2B: SANS 1200: Standardised Specifications for Civil Engineering Construction (1990, including later editions and amendments).  
SANS 10098-1:2007 or as per latest amendments for South African National Roads Standard public lighting.  
SANS 60598-1:2014 Edition 6 IEC 60598-1:2014 General requirements and tests on lights.  
SANS 10142-1 and SANS 10142-2 Part 2: Medium-voltage installations above 1 kV a.c. not exceeding 22 kV a.c. and up to and including 3 MVA installed capacity.  
(See Note 3 below).

Volume 3: Book 1 (**THIS BOOK**)

The Project Document, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, General and Particular Conditions of Contract, Form of Offer, and the Pricing Schedule. (see note 4 below).

The conditions of tender are the standard conditions of tender as contained in Annexure C of the STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS, AUGUST 2019: Standard conditions of tender, document, which the tenderer may download himself from the CIDB website

<http://www.cidb.org.za/News/Documents/Standard%20for%20Uniformity%20August%202019.pdf>

Volume 3: Book 2

Project specifications and site information.

Book 1 and 2 are issued by the Employer. The Employer's Form of Acceptance and any correspondence from the selected tenderer, performance security-demand guarantee, and all addenda issued during the period of tender will also form part of this volume once a successful tenderer has been appointed. (see note 4 below).

The Employer's Form of Acceptance and any correspondence from the selected tenderer, performance security-demand guarantee, and all addenda issued during the period of tender will also form part of this volume once a successful tenderer has been appointed.

Volume 4: The road works drawings. (3 Books which will include highway lighting and additional SANRAL typical drawings)

Volume 5: The structural drawings. (3 Books)

Volume 6: Materials Investigation and Utilization

Volume 7: Environmental Management Plan report.

**Note:** The Contract Number in Volume 3 Book 1 & 2 reads "SANRAL N.002-250-2024/1" Where the Contract number on other documents reads "SANRAL N.002-250-2009/9B" it shall be taken as the same contract. All further correspondence shall refer to "SANRAL N.002-250-2024/1"

**Notes to tenderer:**

1. Volume 1 is obtainable from CESA, P. O. Box 68482, Bryanston, 2021. Tel: (011) 463 2022 Fax: (011) 463 7383, e-mail: [general@cesa.co.za](mailto:general@cesa.co.za)
2. Volume 2A is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za) or can be purchased from the Employer.

Volume 2B is obtainable from the South African Bureau of Standards, Private Bag X191, Pretoria, 0001. Tel: (012) 428 7911 Fax: (012) 344 1568, [www.sabs.co.za](http://www.sabs.co.za)

3. Volume 3 is issued at tender stage in electronic format to be down loaded from the link provided in the Tender notice and contains the following files:
  - The full Project Document in PDF format (excluding the standard conditions of tender)
  - The returnable forms in word format
  - The pricing data in Excel format

The Standard Conditions of Tender may be downloaded from the CIDB website on the following link:

<http://www.cidb.org.za/News/Documents/Standard%20for%20Uniformity%20August%202019.pdf>

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

- Returnable schedules relevant to the project
  - Agreements and Contract Data
  - Pricing Data
  - Scope of Work
  - Site Information
4. **SUBMISSION OF TENDER** – Of the contract documents, only the following elements of Volume 3 needs to be submitted printed and bound hard copy and electronically on flash drive marked “Postulated (followed by the Tenderer name)” in a sealed envelope, in the following order:
    - Form of Offer (signed and scanned as .pdf);
    - All returnable schedules and attachments and certificates (signed and scanned as .pdf);
    - Completed pricing schedule (scanned copy in .pdf and copy in Excel).

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

5. For alternative offers the tenderer shall submit the following additional documentation, electronically in a separate CD/flash drive marked “Alternative (followed by the Tenderer name)” in a sealed envelope in the following order:
  - Form of Offer (signed and scanned as .pdf and state “Alternative Form of Offer”)
  - All returnable schedules and attachments and certificates applicable to the alternative offer. (signed and scanned as .pdf)
  - Alternative Pricing Schedule (scanned copy in .pdf and copy in Excel)
  - Other relevant information.

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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 No. SANRAL N.002-250-2024/1  
CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL  
ROUTE 2 SECTION 25**

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

**SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED**

**CONTRACT No. SANRAL N.002-250-2024/1**

**CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

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

The South African National Roads Agency SOC Limited (SANRAL) invites tenders for **CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25 WHICH INCLUDES THE N2 FROM WIGGENS ROAD UNDERPASS (km 16,0) TO UMGENI ROAD INTERCHANGE (km 20,7) AND NATIONAL ROUTE 3 SECTION 1 BETWEEN SHERWOOD INTERCHANGE (km 8,4) TO WESTVILLE VIADUCT (km 11,8)**. This project is in the province of KwaZulu Natal in the eThekweni Metropolitan Municipality. The approximate duration is 63 months (Including the 3 month mobilization period).

Only tenders with a B-BBEE contributor status level of 1, 2, 3 or 4, are eligible to tender.

Only tenderers who are registered on the National Treasury Central Supplier Database, are eligible to tender.

It is estimated that tenderers should have a CIDB contractor grading designation of 9CE, However tenderer's attention is drawn to clause 4.1.1 of the Tender Data when submitting their tender. Tenderers should note that their proposed electrical subcontractor shall be registered with the CIDB as grade 8EP or higher.

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

The tenderer must meet the minimum threshold designated for local production and content as stated in the Tender Data 4.1.1.

**It is a mandatory requirement of this tender that a minimum of 30% be subcontracted to targeted enterprises as defined in the Contract Data.**

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

**TENDER DOCUMENTS**

Tender documents are available at no cost in electronic format downloaded from the SANRAL's website by the following link [https://www.nra.co.za/live/display-tender.php?tender\\_id=4115](https://www.nra.co.za/live/display-tender.php?tender_id=4115) . Tenderers must have access to MS Office ©2013 and Acrobat Adobe ©9.0, or similar compatible software.

**TENDERER'S MEETING.**

A tenderer's clarification briefing presentation is available to be downloaded from the SANRAL website by the following link: <https://www.nra.co.za/service-provider-zone/tenders/open-tenders/>. A compulsory clarification briefing meeting will be held at Westville Country Club at 1 Link Road Westville on 11 August 2022 starting at 10:00 **Tenderers must pre-book for attendance at the clarification briefing meeting.** Due to restrictions on numbers of attendees, **only one representative per tenderer/company can attend the briefing meeting.** A request to attend the clarification briefing meeting must be sent to the contact person listed on this Tender Notice. **Late arrivals will not be allowed to participate in the meeting and their submissions shall be declared non-responsive.**

**COMPLETION AND DELIVERY OF TENDERS**

The closing time for receipt of tenders is 11h00 on 21 September 2022.

Only tender offers submitted electronically on CD / flash drive and delivered to the address specified in the Tender Data will be accepted.

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

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

Bidding procedure and Technical enquiries:	E-mail:sanralbid@dbsa.org
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**SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED  
CONTRACT No. SANRAL N.002-250-2024/1  
CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL  
ROUTE 2 SECTION 25**

**T1.2 TENDER DATA**

**T1.2 TENDER DATA**

The conditions of tender are the standard conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS as per Government Notice No. 423 published in Government Gazette No. 42622 of 08 AUGUST 2019 and as amended from time to time. (see [www.cidb.org.za](http://www.cidb.org.za)).

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

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

Wherever reference is made in the documentation to bill of quantities it shall also mean schedule of quantities.

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

<b>Clause Number</b>	<b>Data</b>
C.1	<b>GENERAL</b>
C.1.1	<p><b>Actions</b></p> <p>The Employer is The South African National Road Agency SOC Limited (SANRAL). The Employer’s domicilium citandi et executandi (permanent physical business address) is:</p> <p>48 Tambotie Avenue Val De Grace, Pretoria, 0184</p> <p>The Employer’s address for communication relating to this project is:</p> <p>sanralbid@dbsa.org</p>
C.1.2	<p><b>Tender Documents</b></p> <p>The tender documents issued by the Employer comprise:</p> <p><b>Part T1: Tendering Procedures</b> T1.1 Tender notice and invitation to tender ..... (White) T1.2 Tender data ..... (Pink)</p> <p><b>Part T2: Returnable Schedules</b> T2.1 List of returnable documents.....(Yellow) T2.2 Returnable schedules .....(Yellow)</p> <p><b>Part C1: Agreements and contract data</b> C1.1 Form of offer and acceptance.....(Yellow) C1.2 Contract data .....(Yellow)</p> <p><b>Part C2: Pricing data</b> C2.1 Pricing instructions (assumptions).....(Yellow) C2.2 Pricing Schedules / Bills of Quantities .....(Yellow)</p> <p><b>Part C3: Scope of work</b> C3 Scope of work ..... (Blue)</p> <p><b>Part C4: Project Information</b> C4 Project Information ..... (Green)</p> <p><b>Part C5: Annexures</b> ..... (White)</p>

Clause Number	Data
C.1.4	<p><b>Communication and employer's agent</b></p> <p>The Employer's Agent during the tender period can be contacted at <a href="mailto:sanralbid@dbsa.org">sanralbid@dbsa.org</a>.</p>
C.1.6.2	<p><b>Competitive negotiation procedure</b></p> <p>Clause C.1.6.2 is not applicable.</p>
C.1.6.3	<p><b>Proposal procedure using the two stage-system</b></p> <p>Clause C.1.6.3 is not applicable.</p>
<b>C.2</b>	<b>Tenderer's Obligations</b>
C.2.1	<p><b>Eligibility</b></p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>a) CIDB registration (Form A12)</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(7A) of the Construction Industry Development Regulations, for a CE class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the of not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p>Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p>

Clause Number	Data																										
	<table border="1"> <thead> <tr> <th data-bbox="400 174 667 264">Category of tender</th> <th data-bbox="667 174 1225 264">Upper limits per CIDB Regulation 17 (effective 7 October 2019)</th> <th data-bbox="1225 174 1497 264">Employer's allowable margins</th> </tr> </thead> <tbody> <tr><td data-bbox="400 264 667 297">CE 1</td><td data-bbox="667 264 1225 297">R500 000</td><td data-bbox="1225 264 1497 526" rowspan="8">The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted</td></tr> <tr><td data-bbox="400 297 667 331">CE 2</td><td data-bbox="667 297 1225 331">R1 000 000</td></tr> <tr><td data-bbox="400 331 667 365">CE 3</td><td data-bbox="667 331 1225 365">R3 000 000</td></tr> <tr><td data-bbox="400 365 667 398">CE 4</td><td data-bbox="667 365 1225 398">R6 000 000</td></tr> <tr><td data-bbox="400 398 667 432">CE 5</td><td data-bbox="667 398 1225 432">R10 000 000</td></tr> <tr><td data-bbox="400 432 667 465">CE 6</td><td data-bbox="667 432 1225 465">R20 000 000</td></tr> <tr><td data-bbox="400 465 667 499">CE 7</td><td data-bbox="667 465 1225 499">R60 000 000</td></tr> <tr><td data-bbox="400 499 667 526">CE 8</td><td data-bbox="667 499 1225 526">R200 000 000</td></tr> </tbody> </table>	Category of tender	Upper limits per CIDB Regulation 17 (effective 7 October 2019)	Employer's allowable margins	CE 1	R500 000	The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted	CE 2	R1 000 000	CE 3	R3 000 000	CE 4	R6 000 000	CE 5	R10 000 000	CE 6	R20 000 000	CE 7	R60 000 000	CE 8	R200 000 000						
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	<p>This contract is not classified in terms of CIDB Regulation 25(1B), and the value of the contract may, for the purpose of CIDB Regulation 25(1), not be taken at its annual value.</p> <p>The tender will be declared non-responsive if:</p> <ul style="list-style-type: none"> <li>- The Tenderer is not registered on CIDB within the required contractor grading and category prior to evaluation of submission (, or</li> <li>- the Tenderer is suspended, or</li> <li>- the Tenderer has not declared interest of application to upgrade the grading.</li> </ul>																										
b)	<p>Local production and content (Forms A3.5 and A3.6)</p> <p>i) Steel</p> <p>Only locally produced or locally manufactured steel products and components for construction with a minimum threshold for local content and production as stipulated below will be considered.</p> <p><b>Table 1a: Minimum local content for Steel Value-added Products</b></p> <table border="1"> <thead> <tr> <th data-bbox="571 1171 858 1261">Steel Construction Materials</th> <th data-bbox="858 1171 1313 1261">Components</th> <th data-bbox="1313 1171 1485 1261">Local Content Threshold</th> </tr> </thead> <tbody> <tr> <td data-bbox="571 1261 858 1507">Fabricated Structural Steel</td> <td data-bbox="858 1261 1313 1507">Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers and treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses</td> <td data-bbox="1313 1261 1485 1507">100%</td> </tr> <tr> <td data-bbox="571 1507 858 1597">Joining/Connecting Components</td> <td data-bbox="858 1507 1313 1597">Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs and brackets</td> <td data-bbox="1313 1507 1485 1597">100%</td> </tr> <tr> <td data-bbox="571 1597 858 1630">Frames</td> <td data-bbox="858 1597 1313 1630">Doors and windows</td> <td data-bbox="1313 1597 1485 1630">100%</td> </tr> <tr> <td data-bbox="571 1630 858 1720">Roof and Cladding</td> <td data-bbox="858 1630 1313 1720">Bare steel cladding, galvanised steel cladding and colour coated cladding</td> <td data-bbox="1313 1630 1485 1720">100%</td> </tr> <tr> <td data-bbox="571 1720 858 1753">Fasteners</td> <td data-bbox="858 1720 1313 1753">Bolts, nuts, rivets and nails</td> <td data-bbox="1313 1720 1485 1753">100%</td> </tr> <tr> <td data-bbox="571 1753 858 1944">Wire Products</td> <td data-bbox="858 1753 1313 1944">All fencing products, all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws</td> <td data-bbox="1313 1753 1485 1944">100%</td> </tr> <tr> <td data-bbox="571 1944 858 2031">Ducting and Structural Pipework</td> <td data-bbox="858 1944 1313 2031">Non-conveyance tubing fabricated from steel sheeting and plate with structural supports</td> <td data-bbox="1313 1944 1485 2031">100%</td> </tr> </tbody> </table>			Steel Construction Materials	Components	Local Content Threshold	Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers and treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%	Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs and brackets	100%	Frames	Doors and windows	100%	Roof and Cladding	Bare steel cladding, galvanised steel cladding and colour coated cladding	100%	Fasteners	Bolts, nuts, rivets and nails	100%	Wire Products	All fencing products, all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%	Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
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	<table border="1" data-bbox="571 174 1485 271"> <tr> <td data-bbox="571 174 858 271">Gutters, downpipes &amp; launders</td> <td data-bbox="858 174 1310 271">Fabricated materials made from sheeting associated with roof drainage systems</td> <td data-bbox="1310 174 1485 271">100%</td> </tr> </table> <p data-bbox="571 304 1326 338"><b>Table 1b: Minimum local content for Primary Steel Products</b></p> <table border="1" data-bbox="571 338 1485 618"> <thead> <tr> <th data-bbox="571 338 1310 427">Steel Construction Materials</th> <th data-bbox="1310 338 1485 427">Local Content Threshold</th> </tr> </thead> <tbody> <tr> <td data-bbox="571 427 1310 461">Plates (&gt;4.5mm thick and supplied in flat pieces)</td> <td data-bbox="1310 427 1485 461">100%</td> </tr> <tr> <td data-bbox="571 461 1310 495">Sheets (&lt;4.5mm thick and supplied in coils)</td> <td data-bbox="1310 461 1485 495">100%</td> </tr> <tr> <td data-bbox="571 495 1310 528">Galvanised and Colour Coated coils</td> <td data-bbox="1310 495 1485 528">100%</td> </tr> <tr> <td data-bbox="571 528 1310 562">Wire Rod and Drawn Wire</td> <td data-bbox="1310 528 1485 562">100%</td> </tr> <tr> <td data-bbox="571 562 1310 595">Sections (Channels, Angles, I-Beams and H-Beams)</td> <td data-bbox="1310 562 1485 595">100%</td> </tr> <tr> <td data-bbox="571 595 1310 618">Reinforcing bars</td> <td data-bbox="1310 595 1485 618">100%</td> </tr> </tbody> </table> <p data-bbox="571 651 1485 775">In the designation, imported inputs raw materials (i.e. zinc and additives in the surface preparation and protection process (cleaning and coating/galvanising)) used in the production of steel products and components for the construction are deemed as locally manufactured input materials.</p> <p data-bbox="571 797 1485 920">The imported input raw material, as specified above, used in the manufacture and production of steel products and components for construction will be deemed to have been sourced locally for the purposes of calculating local content.</p> <p data-bbox="491 954 1038 987">ii) Electrical and telecommunication cables</p> <p data-bbox="571 1021 1485 1111">Only locally produced or locally manufactured electrical and telecommunication cables for construction with a minimum threshold for local content and production as stipulated below will be considered.</p> <p data-bbox="571 1133 1254 1167"><b>Electrical Cables: cables used for power transmission</b></p> <table border="1" data-bbox="571 1167 1485 1335"> <thead> <tr> <th data-bbox="571 1167 1023 1200">Cable Products</th> <th data-bbox="1023 1167 1485 1200">Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td data-bbox="571 1200 1023 1234">Low Voltage</td> <td data-bbox="1023 1200 1485 1234">90%</td> </tr> <tr> <td data-bbox="571 1234 1023 1267">Low Cost Reticulation</td> <td data-bbox="1023 1234 1485 1267">90%</td> </tr> <tr> <td data-bbox="571 1267 1023 1301">Medium &amp; High Voltage</td> <td data-bbox="1023 1267 1485 1301">90%</td> </tr> <tr> <td data-bbox="571 1301 1023 1335">ACR</td> <td data-bbox="1023 1301 1485 1335">90%</td> </tr> </tbody> </table> <p data-bbox="571 1368 1254 1402"><b>Telecom Cables: cables used for telecommunications</b></p> <table border="1" data-bbox="571 1402 1485 1503"> <thead> <tr> <th data-bbox="571 1402 1023 1435">Cable Products</th> <th data-bbox="1023 1402 1485 1435">Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td data-bbox="571 1435 1023 1469">Optical Fibre Cables</td> <td data-bbox="1023 1435 1485 1469">90%</td> </tr> <tr> <td data-bbox="571 1469 1023 1503">Copper Telecom Cables</td> <td data-bbox="1023 1469 1485 1503">90%</td> </tr> </tbody> </table> <p data-bbox="571 1536 1485 1749">Excluded in the designation are mainly primary steel, copper, aluminium, polyvinyl chloride (PVC), cross-linked polyethylene (XLPE), aramid yarn, and optical fibre used for fabrication of cable products. This is to encourage local manufacturers to seek the best global competitive prices for primary materials hence the competitive imported materials used in the manufacture of cables will be deemed to have been sourced locally for the purposes of calculating local content.</p> <p data-bbox="491 1783 719 1816">iii) Plastic Pipes</p> <p data-bbox="571 1850 1485 1939">Only locally produced or locally manufactured Plastic Pipes with a minimum threshold for local content and production as stipulated below will be considered.</p> <p data-bbox="571 1962 727 1995"><b>Plastic Pipes</b></p> <table border="1" data-bbox="571 1995 1485 2027"> <thead> <tr> <th data-bbox="571 1995 1023 2027">Product Types</th> <th data-bbox="1023 1995 1485 2027">Stipulated minimum threshold</th> </tr> </thead> <tbody> </tbody> </table>	Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%	Steel Construction Materials	Local Content Threshold	Plates (>4.5mm thick and supplied in flat pieces)	100%	Sheets (<4.5mm thick and supplied in coils)	100%	Galvanised and Colour Coated coils	100%	Wire Rod and Drawn Wire	100%	Sections (Channels, Angles, I-Beams and H-Beams)	100%	Reinforcing bars	100%	Cable Products	Stipulated minimum threshold	Low Voltage	90%	Low Cost Reticulation	90%	Medium & High Voltage	90%	ACR	90%	Cable Products	Stipulated minimum threshold	Optical Fibre Cables	90%	Copper Telecom Cables	90%	Product Types	Stipulated minimum threshold
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Clause Number	Data		
	Polyvinyl chloride (PVC) pipes	100%	
	High density polyethylene (HDPE) pipes	100%	
	Polypropylene (PP) pipes	100%	
	Glass reinforced plastic (GRP) pipes	100%	
	iv) Textiles, Clothing, Leather and Footwear		
	Only locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input, with a minimum threshold for local production and content of 100% will be considered.		
	<b>Textiles, Clothing, Leather and Footwear</b>		
	<b>Product Types</b>	<b>Stipulated minimum threshold</b>	
	Textiles	100%	
	v) Bagged and bulk cement		
	Only locally produced or locally manufactured bagged and bulk cement produced using locally produced raw materials with the minimum threshold percentages for local production and content stated below will be considered:		
	Bagged and bulk cement		
	<b>Cement Type</b>	<b>Description</b>	<b>Application</b>
	Cem I	Pure portland cement with a 95-100% clinker.	All civil and building construction as appropriate
	Cem II	Portland cement containing varying additions of secondary materials, i.e. fly ash, pozzolana, slag, silica fume, or limestone	All civil and building construction as appropriate
	Cem III	blast furnace cement, 50% OPC, 50% blast furnace slag	All civil and building construction as appropriate
	Cem IV	pozzolanic cement, OPC and fly ash	All civil and building construction as appropriate
	Cem V	composite cement: slag and ash cement. Blended cements with more than one blending material	All civil and building construction as appropriate
	Masonry cement	Mixture of Portland cement and plasticizing materials such as limestone to improve setting time	use in mortar, brick, block, and stone masonry construction

Clause Number	Data
	<p>The tenderer shall complete the Declaration Certificate for Local Production and Content (Form A3.5) and the Local Content Declaration: Summary Schedule (Form A3.6) for each product.</p> <p>If the minimum threshold/s % local content is below the stipulated minimum threshold for local production and content, or if either of the Forms is omitted, the tender will be declared non-responsive.</p> <p>c) National Treasury Central Supplier Database (Form A3.4)</p> <p>Tenderers, or in the event of a joint venture, each member of the joint venture, must be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. If not registered as verified online at tender closing; the tender will be declared non-responsive.</p> <p>d) Pre-qualification criteria for preferential procurement (Form C1.1)</p> <p>Only tenders with a B-BBEE contributor status level of 1, 2, 3 or 4, are eligible to tender.</p> <p>The tenderer shall submit a valid B-BBEE certificate or Sworn Affidavit (where applicable) in compliance with the requirements of Tender Data C.3.11., as proof of eligibility.</p> <p>The tender will be declared non-responsive:</p> <ul style="list-style-type: none"> <li>a) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; or</li> <li>b) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level; or</li> <li>c) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; or</li> <li>d) If the tenderer submits a B-BBEE Certificate that is expired - but did claim preference points; or</li> <li>e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements; or</li> <li>f) If the tenderer submits the Scorecard assessment report only; or</li> <li>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</li> <li>h) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which does not have a contract description and / or a tender number; or</li> <li>i) If a tenderer only submits one B-BBEE certificate in one tender submission, where multiple tenders were issued by SANRAL; or</li> <li>j) If the BBEE certificate or Sworn Affidavit is not submitted or not valid; or</li> <li>k) for a Sworn Affidavit; if <ul style="list-style-type: none"> <li>i. EME (not start-up) submits a Sworn Affidavit with total revenue above R3 million (contractors) instead of a B-BBEE Certificate.</li> <li>or</li> <li>ii. QSE submits Sworn Affidavit (consultants and contractors) instead of a B-BBEE Certificate</li> </ul> </li> </ul> <p>Failure to satisfy all the eligibility criteria will result in a non-eligible tender.</p>
C.2.2	<p><b>Cost of tendering</b></p> <p>Tender documents are available from SANRAL website at no cost.</p>
C.2.	<p><b>Acknowledge addenda</b></p>

Clause Number	Data
	Failure to apply instructions contained in addenda issued by the Employer will render a Tenderer's offer non-responsive in terms of Condition of Tender C.3.8. Test for Responsiveness.
C.2.7	<p><b>Clarification meeting</b></p> <p>A tenderer's clarification briefing presentation is available to be downloaded from the SANRAL website by the following link: <a href="https://www.nra.co.za/service-provider-zone/tenders/open-tenders/">https://www.nra.co.za/service-provider-zone/tenders/open-tenders/</a> . A compulsory clarification briefing meeting will be held at Westville Country Club at 1 Link Road Westville on 11 August 2022 starting at 10:00 <b>Tenderers must pre-book for attendance at the clarification briefing meeting.</b> Due to restrictions on numbers of attendees, <b>only one representative per tenderer/company can attend the briefing meeting.</b> A request to attend the clarification briefing meeting must be sent to the contact person listed on this Tender Notice. <b>Late arrivals will not be allowed to participate in the meeting and their submissions shall be declared non-responsive.</b></p> <p>A tenderer's representative cannot represent more than one tenderer at the tender clarification briefing meeting.</p> <p>The onus rests with the tenderer to ensure that the representative attending the briefing session is appropriately qualified to understand all directives and clarifications given in the briefing session.</p> <p>The signature on the duly completed and signed Form A1 shall be considered proof that the tenderer attended the whole clarification briefing session and clearly understood all directives and clarifications given in the session.</p>
C.2.8	<p><b>Seek clarification</b></p> <p>Request clarifications at least 7 working days before the closing date.</p>
C.2.9	<p><b>Insurance</b></p> <p>No insurance is provided by the Employer.</p>
C.2.10	<p><b>Pricing the tender offer</b></p>
C.2.10.3	The rates and prices shall be adjusted as specified in the conditions of contract clause 13.8 Adjustments for Changes in Costs
C.2.10.4	Tenderers are required to state the rates, amounts and currencies in Rand.
C.2.12	<p><b>Alternative tender offers</b></p> <p>C.1.12.1 A tenderer wishing to submit an alternative offer (excluding alternative offers of different contract duration, retention guarantees, discounted offers or different compliant material sources) shall first apply to the Employer for confirmation that the Employer's standards and requirements envisaged in the design are not compromised or reduced. Such confirmation must have been provided by the Employer in writing at least 10 (ten) working days before the date of tender closing, or as extended by an addendum sent to all tenderers. The application shall not be submitted later than 10 (ten) working days before the date of tender closing given in Tender Data clause C.2.15, or as extended by an addendum sent to all tenderers.</p> <p>The replacement of specified construction items like pipes, in situ culverts, kerbs and channels with similar products constructed of different materials (e.g. plastic products or pre-cast construction) are generally not acceptable as alternatives because construction using such alternative products would have been considered during the design stage and not selected as appropriate and because the Employer is able, post-award, to make</p>

Clause Number	Data
	<p>proposals to or receive proposals from the contractor. However, if such alternative materials are considered acceptable by the employer's agent as giving the tenderer a financial advantage and/or not transferring risk, the qualification must be recorded on returnable schedule A4: Schedule of Deviations or Qualifications by Tenderer.</p> <p>Also, not acceptable as alternative offers are the submission of alternative key persons, alterations to contingency pay items provided in the bill of quantities (pricing schedule), fixed prices for individual items or a fixed price contract.</p> <p>If an alternative proposal is confirmed to be acceptable, calculations, drawings and all other pertinent technical information and characteristics as well as proposed modification of, or alternative to, the Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set in clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Should an alternative structural design be proposed, the proposed alternative Pricing Data shall include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. If the alternative offer is accepted, this amount will serve as a negative prime cost sum under Part C section C1.2 to be deducted from the contractor's payment certificates. The Employer undertakes to provide full accounting of the amount expended for this contingent sum and if exceeded, no further payments shall be deducted. Failure by a tenderer to include the required amount for confirming the alternative design may render his alternative tender as non-responsive.</p> <p>Acceptance of an alternative offer will mean acceptance in principle of the offer. It will be an obligation of the contract with the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>
C.2.13	<b>Submitting a tender offer</b>
C.2.13.2	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form F1) as scanned copies, in .pdf format (saved on a flash drive) and printed and bound hard copy.
C.2.13.3	<p>Only the following needs to be submitted:</p> <p>a) Main Tender Offer The following information to be submitted in printed and bound hard copy and electronically on flash drive and marked Main Tender Offer followed by the "Tenderer name", in the following order:</p> <ul style="list-style-type: none"> <li>- Form of Offer (signed and scanned as .pdf)</li> <li>- All returnable schedules and attachments and certificates (signed and scanned as .pdf)</li> <li>- Completed pricing schedule (scanned copy in .pdf and copy in Excel)</li> </ul> <p>b) For alternative offers the tenderer shall submit the following additional documentation, in printed and bound hard copy and electronically on separate flash drive marked Alternative followed by the "Tenderer name":</p> <ul style="list-style-type: none"> <li>- Form of Offer (signed and scanned as .pdf and state "Alternative Form of Offer" and hard copy)</li> <li>- All returnable schedules and attachments and certificates applicable to the alternative offer (signed and scanned as .pdf)</li> <li>- Alternative Pricing Schedule (scanned copy in .pdf and copy in Excel)</li> <li>- Other relevant information.</li> </ul> <p>In the event of any discrepancy between the contents of the electronically priced schedule, and the electronically provided pricing schedule in .pdf format, and the printed and bound hard copy, the contents of the printed and bound hard copy shall be taken as the valid</p>

Clause Number	Data
	<p>contents. For the information provided by the tenderer as part of his submission, e.g. rates, the signed schedule in the printed and bound hard copy shall be taken as the valid submission.</p> <p>Submit the printed and bound hard copy and flash drive in a sealed envelope marked with the tenderer's company name, the project number and description.</p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:  Location of tender box: Reception at SANRAL Eastern Region (in DBSA tender box)  Physical address: 58 Van Eck Place, Mkondeni, Pietermaritzburg, 3201  Identification details: Place the completed CD / flash drive signed original tender offer in a package marked with the tenderer's company name, the project number and description</p> <p><b>TENDER: CONTRACT No. SANRAL N.002-250-2024/1  CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE  (km 17,21) ON NATIONAL ROUTE 2 SECTION 25</b></p> <p>Tenders must be submitted during hours (09:00 to 16:00) Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register and deposited in the tender box.</p>
C.2.13.7	<p>Place and seal the printed and bound hard copy and electronically completed tender document (flash drive) in an envelope or package clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.</p>
C.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>Provided that the omission is not a material omission, the Employer reserves the right to condone the omission and may waive any nonconformities in the tender.</p> <p>Provided that the omission is not a material omission, the Employer reserves the right to condone the omission and may request the tenderer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the tender related to documentation requirements.</p>
C.2.15	<p><b>Closing time</b></p> <p>The closing time for submission of tender offers is 11h00 on 21 September 2022 at Reception of SANRAL Eastern Region, 58 Van Eck Place, Mkondeni, Pietermaritzburg, 3201 in DBSA tender box.</p>
C.2.16	<p><b>Tender offer validity</b></p>
C.2.16.1	<p>The tender offer validity period is 24 weeks</p>
C.2.16.3	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ol style="list-style-type: none"> <li>withdraws his tender;</li> <li>gives notice of his inability to execute the contract in terms of his tender; or</li> <li>fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9,</li> </ol> <p>such tenderer shall be barred from tendering on any of the Employer's tenders for a period to be determined by the Employer, but not less than six (6) months from a date determined by the Employer. This sanction also applies to tenders under evaluation and not yet awarded. This sanction does not apply to tenders under evaluation where a request for extension of the validity period was not accepted by the tenderer. The Employer may fully</p>

Clause Number	Data
	or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
<b>C.2.18</b>  C.2.18.1	<b>Provide other material</b>  Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
C.2.19	<b>Inspections, tests and analysis</b>  Access shall be provided for the following inspections, tests and analysis: Recovered cores of drilling sites may be viewed at the SANRAL storage facility at Camperdown. Tenderers need to contact the Route Manager to make arrangements for viewing. Time and date slots will be announced in the briefing procedures.  Current Route Manager      Mr. Emeka Mgbemere of Sobek Engineering Tel. 031 313 9370              Email: emeka@sobek.co.za    Should tenderers visit the project site, adequate security arrangement must be taken as the area is considered a high risk area for crimes.
<b>C.3</b>	<b>The Employer's undertakings</b>
C.3.1	<b>Respond to requests from the tenderer</b>
C.3.1.1	The employer shall respond to clarifications received up to 7 working days before tender closing date.  The Employer shall respond to any clarifications from the tenderers emanating from the addenda until 3 working days before tender closing date.
C.3.2	<b>Issue Addenda</b>  The employer shall issue addenda until 5 working days before tender closing date.
C.3.4	<b>Opening of tender submissions</b>
C.3.4.1	The time for opening of the tender offer: Time: 11h00 on 21 September 2022 Location: SANRAL Eastern Region, 58 Van Eck Place, Mkondeni, Pietermaritzburg 3201.

Clause Number	Data
C.3.5	<p><b>Two-envelope system</b></p> <p>Clause C.3.5 is not applicable.</p>
C.3.7	<p><b>Grounds for rejection and disqualification</b></p> <p>Prior to disqualification, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.</p> <p>In the event of disqualification, the Employer 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 Employer shall inform the National Treasury and the CIDB in writing.</p>
C.3.8  C.3.8.2	<p><b>Test for responsiveness</b></p> <p>A Substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material and non-conformities to the bid specifications but are not related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender.</p> <p>A responsive tender is also one that conforms to all the terms, conditions, and scope of work of the tender documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification.</p>
C.3.9  C.3.9.1   C.3.9.3  C.3.9.4	<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> <ol 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: <ol 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> </ol> </li> <li>d) imbalanced unit rates.</li> </ol> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers and either confirm the tender offers as tendered or accept the corrected total prices.</p> <p>Where the tenderer elects to confirm the correction of the errors, omissions or imbalanced rates, the tender offer shall be corrected as follows:</p> <ol 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> </ol>

Clause Number	Data
	<p>c) Where the unit rates are imbalanced the tenderer shall 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.</p> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the proposed correction of the; errors, omissions or imbalanced rates, and subject the tenderer to the sanction under C.2.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p> <p>If the Form of Offer is submitted but the Pricing Schedule is omitted, where rate only items are applicable; or If a signed Form of Offer is submitted with an incomplete pricing schedule (no summary to tender) that does not balance back to the Form of Offer and the Pricing schedule is incomplete; or If a signed Form of Offer is submitted with an incomplete pricing schedule that does not balance back to the Form of Offer and only summary of Pricing Schedule submitted; then the rates cannot be evaluated and the tender shall be declared non-responsive</p>
C.3.11.	<p><b>Evaluation of tender offers</b></p> <p>The tender will be evaluated in terms of Preferential Procurement Regulations, 2017, Gazette 10684 issued by National Treasury in terms of Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p><a href="http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/PPPFA---Regulations.aspx">http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/PPPFA---Regulations.aspx</a></p> <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> $P_s = 80(1 - (P_t - P_m) / P_m)$ <p>Where:</p> <p>P<sub>s</sub> is the points scored for price of tender under consideration.  P<sub>t</sub> is the price of the tender under consideration; and  P<sub>m</sub> 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> $P_s = 90(1 - (P_t - P_m) / P_m)$ <p>Where:</p> <p>P<sub>s</sub> is the points scored for price of tender under consideration.  P<sub>t</sub> is the price of the tender under consideration; and  P<sub>m</sub> is the price of the lowest acceptable tender.</p>

Clause Number	Data																														
	<p>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 Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>The following table must be used to calculate the points out of 20 or 10 for B-BBEE:</p> <table border="1" data-bbox="416 454 1461 891"> <thead> <tr> <th data-bbox="416 454 815 607">B-BBEE Status Level of contributor</th> <th data-bbox="815 454 1121 607">Number of Points for financial value up to and including R50 000 000</th> <th data-bbox="1121 454 1461 607">Number of Points for financial value above R50 000 000</th> </tr> </thead> <tbody> <tr> <td data-bbox="416 607 815 640">1</td> <td data-bbox="815 607 1121 640">20</td> <td data-bbox="1121 607 1461 640">10</td> </tr> <tr> <td data-bbox="416 640 815 674">2</td> <td data-bbox="815 640 1121 674">18</td> <td data-bbox="1121 640 1461 674">9</td> </tr> <tr> <td data-bbox="416 674 815 707">3</td> <td data-bbox="815 674 1121 707">14</td> <td data-bbox="1121 674 1461 707">6</td> </tr> <tr> <td data-bbox="416 707 815 741">4</td> <td data-bbox="815 707 1121 741">12</td> <td data-bbox="1121 707 1461 741">5</td> </tr> <tr> <td data-bbox="416 741 815 775">5</td> <td data-bbox="815 741 1121 775">8</td> <td data-bbox="1121 741 1461 775">4</td> </tr> <tr> <td data-bbox="416 775 815 808">6</td> <td data-bbox="815 775 1121 808">6</td> <td data-bbox="1121 775 1461 808">3</td> </tr> <tr> <td data-bbox="416 808 815 842">7</td> <td data-bbox="815 808 1121 842">4</td> <td data-bbox="1121 808 1461 842">2</td> </tr> <tr> <td data-bbox="416 842 815 875">8</td> <td data-bbox="815 842 1121 875">2</td> <td data-bbox="1121 842 1461 875">1</td> </tr> <tr> <td data-bbox="416 875 815 909">Non-compliant contributor</td> <td data-bbox="815 875 1121 909">0</td> <td data-bbox="1121 875 1461 909">0</td> </tr> </tbody> </table> <p>Eligibility for B-BEE points is subject to the following conditions:</p> <ol style="list-style-type: none"> <li>1. A tenderer's scorecard shall be a B-BBEE Certificate issued in accordance with: <ul style="list-style-type: none"> <li>- the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; or</li> <li>- in the event that the Measured Entity operates in more than one sector or a sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes; and</li> </ul> </li> <li>2. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C1; and</li> <li>3. The certificate shall: <ul style="list-style-type: none"> <li>- be valid at the tender closing date; and</li> <li>- have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or</li> <li>- be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and</li> <li>- have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15); and</li> </ul> </li> <li>4. <b>A valid BBEE Certificates shall contain:</b> <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>- 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</li> </ul> </li> </ol>	B-BBEE Status Level of contributor	Number of Points for financial value up to and including R50 000 000	Number of Points for financial value above R50 000 000	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-compliant contributor	0	0
B-BBEE Status Level of contributor	Number of Points for financial value up to and including R50 000 000	Number of Points for financial value above R50 000 000																													
1	20	10																													
2	18	9																													
3	14	6																													
4	12	5																													
5	8	4																													
6	6	3																													
7	4	2																													
8	2	1																													
Non-compliant contributor	0	0																													

Clause Number	Data
	<p>issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.</p> <ul style="list-style-type: none"> <li>- Financial period which was used to issue the B-BBEE Verification Certificate.</li> </ul> <p>5. <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. <b>The valid format of the Financial Year-End is 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>6. Compliance with any other information requested to be attached to Returnable Schedule Form C1; and</p> <p>7. In the event of a Joint Venture (JV), a project-specific consolidated (SANRAL project number indicated) valid B-BBEE verification certificate in the name of the JV, issued by a verification agency accredited by the South African National Accreditation System (SANAS) shall be submitted.</p> <p><b>Sub-Regulation 6(5) and 7(5)</b></p> <p>If the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the status level that the tenderer qualifies for, 0 (zero) points for preference shall be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract and the value of the work is below the EME threshold.</p> <p><b>Sub-Regulation 6(9) and 7(9)</b></p> <p>(9)(a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.</p> <p>(b) The organs of state may –</p> <ol style="list-style-type: none"> <li>i. Negotiate a market related price with the tender scoring the highest points or cancel the contract;</li> <li>ii. If the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points of cancel the tender;</li> <li>iii. If the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points of cancel the tender;</li> </ol> <p>(c) If a market related price is not agreed as envisaged in paragraph b(iii), the organ of state must cancel the tender.</p> <p><b>Criteria for breaking deadlock</b></p>

Clause Number	Data
	<p>If two or more tenders score the same number of points and these tenders are also the highest ranked tenders, the tender with the highest preference points will be recommended for award.</p> <p>If functionality is part of the evaluation process and two or more tenders score equal total points and equal preference points, the tender that scored the highest points for functionality will be recommended for award.</p> <p>If two or more tenders score the same number of financial points and preference points and these tenders are also the highest ranked tenders, the tenderer to be recommended for award will be decided by the drawing of lots.</p>
C.3.13	<p><b>Acceptance of a tender offer</b></p> <p>The conditions stated in clauses C.3.13(a) to (f) of the Conditions of Tender as well as the following additional clauses C.3.13(g) to (k) 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> <ul style="list-style-type: none"> <li>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;</li> <li>h) the tenderer has not abused the Employer's supply chain management system;</li> <li>i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect; and</li> <li>j) the tenderer is tax compliant. The recommended tenderer who becomes non-compliant, prior to award, shall be notified and must become compliant within 7 working days of the date of being notified. A recommended tenderer who remains non-compliant after the 7 working days of being notified, shall be declared non-responsive.</li> <li>k) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. The licensed compensation insurer shall be approved by Department of Labour in terms of Section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 130 of 1993).</li> </ul> <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 paragraph (b). 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 &amp; 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> <li>- Past Contracts comprising the following quantities of work completed satisfactorily and certified by the Engineer to demonstrate capacity and capability in relation to the proposed tender:</li> </ul>

Clause Number	Data		
	<b>COLTO CHAPTER</b>	<b>DESCRIPTION</b>	<b>QUANTITY COMPLETED</b>
	4000	Asphalt Base or Surfacing (calculated separately)	200 000m <sup>2</sup>
	6000	Durability Concrete in Structures	1000 m <sup>3</sup>
	6700	Structural Steel Work	400 tons
C.3.16	<p><b>Registration of the award</b></p> <p>SANRAL will notify unsuccessful tenderers when the tender process has been concluded. Any unsuccessful tenderer may request a debriefing in writing as specified in clause C.3.19.</p>		
C.3.17	<p><b>Provide copies of the contracts</b></p> <p>The number of paper copies of the signed contract to be provided by the Employer is 1.</p>		
C.3.18	<p><b>Provide written reasons for actions taken</b></p> <p>All requests shall be in writing.</p>		
<b>ADDITIONAL CONDITIONS OF TENDER CLAUSES:</b>			
Clause Number	Data		
SC3.19	<p><b>Jurisdiction</b></p> <p>Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.</p>		

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## **PART T2: RETURNABLE SCHEDULES**

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**T.2.1 LIST OF RETURNABLE SCHEDULES**

The tenderer must complete the following returnable schedules:

**Notes to tenderer:**

- 1. Returnable schedules have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporate National Treasury requirements within them. Returnable schedules are separated into the following categories:**
  - Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A to E)
  - A list of all returnable documents for completion by the tenderer (Form F1)
- 2. Failure to submit fully completed relevant returnable documents may render such a tender offer non-responsive.**
- 3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.**
- 4. Notwithstanding any check or audit conducted by or on behalf of the Employer, 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:**
  - a. the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years;**
  - b. if the Employer has already entered into a contract with the Tenderer, the Employer has the discretionary right under FIDIC Particular Condition 15.2(g) to terminate the contract.**
- 5. These forms must be completed in non-erasable ink and any alterations made prior to tender closure countersigned by an authorised signatory.**

## PART T2: RETURNABLE SCHEDULES

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**FORM A1: CERTIFICATE CONFIRMING THAT THE TENDERER READ THE PRESENTATION BRIEFING**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

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

.....

representative of (tenderer).....

of (address) .....

.....

.....

telephone number .....

fax number .....

e-mail.....

attended the compulsory clarification meeting on (date) .....

conducted by (Employer's representative) .....

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

EMPLOYER'S REPRESENTATIVE

(Signature).....Date.....

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

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**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 this contract.

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

DATE: .....

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

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**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.
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, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

By resolution of the board of directors 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 SANRAL **SANRAL N.002-250-2024/1**  
**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

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 N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

- 1. The signatory for the tenderer shall complete and sign this form declaring the current status of any 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 that:

- (i) 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 the 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; and

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

SIGNATURE: .....

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

..... 20...

The deponent having:

- i) acknowledged that he/she knows and understands the contents hereof;
- ii) confirmed that he/she has no objection to the taking of the prescribed oath;
- iii) confirmed that he/she considered the prescribed oath as binding upon his/her conscience; and
- iv) confirmed that the Regulations contained in the Government Gazette Notice R1258 of July 1972 and R1648 of August 1977 have been complied with.

\_\_\_\_\_  
COMMISSIONER OF OATHS

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

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

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

**DECLARATION**

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

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

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

**FORM A2.4: CERTIFICATE OF FRONTING PRACTICES**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**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**. Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to **theDTI**.

**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 Employer may report fronting practices to the Department of Trade and Industry and the B-BBEE commissioner.
3. I accept that intentional mis-representation by measured entities may constitute fraudulent practices that shall be reported to the Department of Trade and Industry and the B-BBEE commissioner.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

**FORM A2.5: DECLARATION OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS (DPIPs, FPPOs & FINs)**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

1. In line with a policy on Domestic Prominent Influential Persons (DPIP's), Foreign Prominent Public Officials (FPPO's) & Foreign Influential Nationals (FIN's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of SANRAL is concerned. 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. (The policy is available on SANRAL website: [www.nra.co.za](http://www.nra.co.za))
2. It is compulsory that all prospective and existing bidders conducting business with SANRAL, who potentially meet the definition of DPIPs, FPPOs or FINs, complete this form by supplying credible information as required and submit together with their bid document.
3. Bidders are required at the tender stage to declare any DPIPs, FPPOs or FINs involved in their bids, as part of their submission.
4. Further, that bidders shall at the tender stage furnish SANRAL of all information relating to namely, shareholders names, ID 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:
  - 4.1. Knowledge of any offence within the meaning of Chapter 2 section 12 & 13 of Prevention and Combating of Corrupt Practices Act no 4 of 2006; and or
  - 4.2. 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 bidder.
5. Bidders undertake that should it be discovered that the information provided in the form below, is fraudulently or negligently misrepresented then Chapter 9 sec 214 & 216 of Companies Act no 17 of 2008 shall apply to shareholders, Directors, Owners and/or individual link to the bidder.
6. Should the bidder fail to declare or supply SANRAL with credible information in the prescribed form, the bid may be rendered invalid.
7. Should the SANRAL, in the process of conducting verification and investigation of information supplied by the bidder find out that the information poses a reputational risk, the bid shall be rendered invalid.
8. The following definitions shall apply:
  - 8.1. "Board" means the Board of Directors or the Accounting Authority of SANRAL
  - 8.2. "Business relationship" means the connection formed between SANRAL and external stakeholders for commercial purposes.
  - 8.3. "DD" means Due Diligence which is defined for this form as:
    - a) the verification of disclosures in the disclosure form, including if the disclosure is "none"; and
    - b) further investigation if any areas of risk are identified from publicly available information.
  - 8.4. "Domestic Prominent Influential Person" means an individual who holds an influential position, including in an acting position for a period exceeding six months, or has held at any time in the preceding twelve months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act (No.1 of 2017).
  - 8.5. "DPIP" means a Domestic Prominent Influential Person.
  - 8.6. "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 Amendment Act, No.1 of 2017).
  - 8.7. "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.

- 8.8. “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 twelve months, in any foreign country a prominent public function
- 8.9. “FPPO” means a Foreign Prominent Public Official.
- 8.10. “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.
- 8.11. “PIP” means Prominent Influential Person and includes DPIP, FPPO and FIN
- 8.12. “SANRAL” means the South African National Roads Agency SOC Limited, with registration number 1998/009584/30.
- 8.13. “Senior Management” means the Executive Committee or its individual members.
9. A separate declaration is required from each PIP. In the event that the tenderer is a Joint Venture, a separate declaration from each PIP from each of the Joint Venture members, is required.

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

IDENTIFICATION PARTICULARS					
Primary Particulars	First Name	Surname		ID/Passport Number	
Country Details	Country of Origin		Citizenship	Current Country of Residence	
CURRENT STATUS AND BACKGROUND					
Current Occupation	Occupational Title			Status	
				Active	Non-active
Is the potential/business partner (mark with an “X” whichever is applicable):					
a 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 DPIP/FPPO/FIN)

**Reporting Person/s:**

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



**DECLARATION / UNDERTAKING BY THE TENDERER**

I, the undersigned ..... declare that:  
i) the information furnished on this declaration form is true and correct, and  
ii) 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 N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

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

**DECLARATION**

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  
C.3.13(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: .....

NAME: .....

POSITION: .....

**FORM A3.1 BIDDER'S DISCLOSURE (SBD 4)**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

- i **i. Definitions:**
- ii **a. "State" means:**
- iii **- 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);**
- iv **- any Municipality of Municipal Entity;**
- v **- Provincial Legislature;**
- vi **- National Assembly or the National Council of Provinces; or**
- vii **- Parliament.**
- viii **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.**
- ix **ii. In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.**
- x **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.**

---

**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? **YES/NO**

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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**

---

<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.

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.
- 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

<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.

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

**CONTRACT SANRAL N.002-250-2024/1**

**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

- 1. This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering.**
- 2. Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.**
- 3. This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.**
- 4. In the case of a joint venture (JV), a separate certificate is to be completed and submitted by each JV member.**
- 5. If the tenderer is found to have failed to declare conflict of interest or have declared false information, the tender will be declared non-responsive and should it be discovered after contract award, will be ultimately blacklisted.**

Declaration

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

1. I have read and understand the notes to, and the contents of, this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found to be not true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organisation, other than the tenderer, whether or not affiliated with the tenderer, who:
  - a) has been requested to submit a tender in response to this tender invitation;
  - b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

7. In particular, without limiting the generality of statement 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation);
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit, or not to submit, a tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competitions Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and/or may be reported to the National Prosecuting Authority for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Repealed

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....



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

Repealed

**CERTIFICATION**

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

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

SIGNATURE: .....

NAME: .....

POSITION: .....

DATE: .....

NAME OF TENDERER: .....

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

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

The tenderer shall provide a scanned copy in .pdf of the Active Supplier Listing on the National Treasury Central Supplier Database. ([www.treasury.gov.za](http://www.treasury.gov.za)). In the case of a joint venture (JV), the tenderer shall provide scanned copies in .pdf of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV.

Name of Contractor: .....

Central Supplier Database Supplier Number: .....

Supplier Commodity: .....

Delivery Location: .....

SIGNED BY TENDERER: .....

**FORM A3.5: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to Tenderer**

1. If the minimum threshold/s % local content is below the stipulated minimum threshold for local production and content, or if the Form is omitted, the tender will be declared non-responsive.
2. Only designated items/products that will be built into the permanent Works must be listed in Form A3.6.
3. Any designated items/products that will be incorporated in the Works that is not designed up-front should not be specified in Form A3.5 at tender stage; and can only be quantified after design.
4. Any designated items/products that will form part of temporary works (e.g site office, temporary road signs) should not be included in Form A3.5.

***Note: This form is used for Eligibility Criteria and to be completed in full***

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

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

**1. General Conditions**

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

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

Where:

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

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

**The SABS approved technical specification number SANS 1286:2017 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

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

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SANS 1286:2017) for this bid is/are as follows:**

<b><u>Steel Construction Materials</u></b>	<b><u>Components</u></b>	<b><u>Stipulated minimum threshold</u></b>
<b>Steel value-added construction material products</b>		
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	<b>100%</b>
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs and brackets	<b>100%</b>
Frames	Doors and windows	<b>100%</b>
Roof and Cladding	Bare steel cladding, galvanised steel cladding and colour coated cladding	<b>100%</b>
Fasteners	Bolts, nuts, rivets and nails	<b>100%</b>
Wire Products	All fencing products, all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	<b>100%</b>
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	<b>100%</b>
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	<b>100%</b>
<p>Only locally produced or locally manufactured steel products and components for construction with a minimum threshold for local content and production as stipulated above will be considered.</p> <p>In the designation, imported inputs raw materials (i.e. zinc and additives in the surface preparation and protection process (cleaning and coating/galvanising)) used in the production of steel products and components for the construction are deemed as locally manufactured input materials.</p> <p>The imported input raw material, as specified above, used in the manufacture and production of steel products and components for construction will be deemed to have been sourced locally for the purposes of calculating local content.</p>		
<b><u>Steel Construction Materials</u></b>		<b><u>Stipulated minimum threshold</u></b>
<b>Primary steel construction material products</b>		
Plates (>4.5mm thick and supplied in flat pieces)		<b>100%</b>

Sheets (<4.5mm thick and supplied in coils)	<b>100%</b>
Galvanised and Colour Coated coils	<b>100%</b>
Wire Rod and Drawn Wire	<b>100%</b>
Sections (Channels, Angles, I-Beams and H-Beams)	<b>100%</b>
Reinforcing bars	<b>100%</b>
<p>Only locally produced or locally manufactured steel products and components for construction with a minimum threshold for local content and production as stipulated above will be considered.</p> <p>In the designation, imported inputs raw materials (i.e. zinc and additives in the surface preparation and protection process (cleaning and coating/galvanising)) used in the production of steel products and components for the construction are deemed as locally manufactured input materials.</p> <p>The imported input raw material, as specified above, used in the manufacture and production of steel products and components for construction will be deemed to have been sourced locally for the purposes of calculating local content.</p>	
<b><u>Cable products</u></b>	<b><u>Stipulated minimum threshold</u></b>
<b>Electrical cable material products</b>	
Low Voltage	<b>90%</b>
Low Cost Reticulation	<b>90%</b>
Medium & High Voltage	<b>90%</b>
ACR	<b>90%</b>
<b>Telecom cable material products</b>	
Optical Fibre Cables	<b>90%</b>
Copper Telecom Cables	<b>90%</b>
<p>Only locally produced or locally manufactured electrical and telecommunication cables for construction with a minimum threshold for local content and production as stipulated above will be considered.</p> <p>Excluded in the designation are mainly primary steel, copper, aluminium, polyvinyl chloride (PVC), cross-linked polyethylene (XLPE), aramid yarn, and optical fibre used for fabrication of cable products. This is to encourage local manufacturers to seek the best global competitive prices for primary materials hence the competitive imported materials used in the manufacture of cables will be deemed to have been sourced locally for the purposes of calculating local content.</p>	
<b><u>Product type</u></b>	<b><u>Stipulated minimum threshold</u></b>
<b>Plastic Pipes</b>	
Polyvinyl chloride (PVC) pipes	<b>100%</b>
High density polyethylene (HDPE) pipes	<b>100%</b>
Polypropylene (PP) pipes	<b>100%</b>
Glass reinforced plastic (GRP) pipes	<b>100%</b>
<p>Only locally produced or locally manufactured Plastic Pipes with a minimum threshold for local content and production as stipulated above will be considered.</p>	
<b>Textiles, Clothing, Leather and Footwear</b>	
Textiles	<b>100%</b>
<p>Only locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input, with a minimum threshold for local production and content of 100% will be considered.</p>	
<b>Bagged and bulk cement</b>	

Cement Type	Description	Application	Stipulated Minimum Threshold
Cem I	Pure portland cement with a 95-100% clinker.	All civil and building construction as appropriate	100 %
Cem II	Portland cement containing varying additions of secondary materials, i.e. fly ash, pozzolana, slag, silica fume, or limestone	All civil and building construction as appropriate	100 %
Cem III	blast furnace cement, 50% OPC, 50% blast furnace slag	All civil and building construction as appropriate	100 %
Cem IV	pozzolanic cement, OPC and fly ash	All civil and building construction as appropriate	100 %
Cem V	composite cement: slag and ash cement. Blended cements with more than one blending material	All civil and building construction as appropriate	100 %
Masonry cement	Mixture of Portland cement and plasticizing materials such as limestone to improve setting time	use in mortar, brick, block, and stone masonry construction	100 %
Only locally produced or locally manufactured bagged and bulk cement produced using locally produced raw materials with the minimum threshold percentages for local production and content stated below will be considered:			

Copies of Annex D, Annex E, Process for application for exemption, as well as guidelines for the calculation of the local content, is provided in Appendix 8 of Part C4.

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

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

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

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SANS 1286:2017):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION  
(REFER TO ANNEX B OF SATS 1286:2011)**

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

IN RESPECT OF BID NO. **CONTRACT SANRAL N.002-250-2024/1**  
**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON**  
**NATIONAL ROUTE 2 SECTION 25**

ISSUED BY: THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (the Procurement Authority / Institution):

N.B.:

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/?hilite=%27local%27%2C%27content%27%2C%27declaration%27> .Examples of Annex D and E as well as the Process for application for exemption and guidelines for the calculation of the local content is provided in Part C4: Appendix 8. Examples of Annex D and E is also provided in Excel format on the Tender document link [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/?hilite=%27local%27%2C%27content%27%2C%27declaration%27http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SANS 1286:2017; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SANS 1286:2017, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E which has been consolidated in Declaration C:

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

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

**The local content percentage for each product has been calculated using the formula given in clause 3 of SANS 1286:2017, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E.**

- d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SANS 1286:2017.
- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SANS 1286:2017, may result in the Procurement Authority/Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** .....

.....

**DATE:** .....

**WITNESS No. 1:** .....

**WITNESS No. 2:** .....

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

**CONTRACT SANRAL N.002-250-2024/1**

**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

**Notes to Tenderer**

1. If the minimum threshold/s % local content is below the stipulated minimum threshold for local production and content, or if the Form is omitted, the tender will be declared non-responsive.

C1	Tender No.:								Note: VAT to be excluded from all calculations
C2	Tender Description:								
C3	Designated Product(s):								
C4	Tender Authority:								
C5	Tendering Entity Name:								
C6	Tender Exchange Rate:	Pula	P	EU	€	GBP	£	OTHER (stipulate)	

		Calculation of Local Content						Tender Summary			
Tender Item No.'s	List of Items	Tender Price Each (Excl. VAT)	Exempted Imported Value	Tender Value Net of Exempted Imported Content	Imported Value	Local Value	Local Content % (Per Item)	Tender Qty	Total Tender Value	Total Exempted Imported Content	Total Imported Content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
								(C20) Total Tender Value	R		
Signature of tenderer from Annex B (SATS 1286.2011)								(C21) Total Exempt Imported Content	R		
								(C22) Total Tender value net of exempt imported content	R		
Date: _____								(C23) Total Imported Content	R		
								(C24) Total Local Content	R		
								(C25) Average Local Content % of tender	...%		

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

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

- 1. The postulated tender MUST be priced.**
- 2. When submitting any alternative tender, condition of clause C2.12 of Tender Data, shall be followed.**

<b>Page</b>	<b>Description</b>

SIGNED BY TENDERER: .....

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

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

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

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

SIGNED BY TENDERER: .....

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

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

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 ..... our tax reference number is .....  
and our tax clearance certificate number is .....

In the event of a Joint Venture / Consurtium, each member shall comply with the above requirement.

SIGNED BY TENDERER: .....

**FORM A7: CERTIFICATE OF INSURANCE COVER**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

**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:

- Insurance for Works and Contractor's Equipment

Company: .....

Value: .....

- Insurance for Contractor's Personnel

Company: .....

Value: .....

- General public liability

Company: .....

Value: .....

- SASRIA

Company: .....

Value: .....

SIGNED BY TENDERER: .....

**FORM A8: TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

1. The tenderer shall attach to this form a letter (dated less than 3 months prior to the tender closing date) from a Registered Financial Service Provider (registered with the FSB) which declares how the entity conducts its account and confirms that the Tenderer has the financial means net of current commitments (independent of any contractual advance payment) available to meet the construction cash flow requirements estimated for the subject contract or a written confirmation from any registered financial institution or the tenderer's independent registered accountant should be requested to submit confirmation of the available working capital to meet the construction workflow requirements estimated for the subject contract. The confirmation by an independent registered accountant must indicate that the review, to be conducted in terms of ISRS4400, was done in terms of the Section 30 and Regulation 29 of the Companies Act No. 71 of 2008.
2. If the Tenderer does not have financial resources, the tender will be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data .
3. The Tenderer (and in the event of a joint venture, the joint venture member's combined) shall have available capital in excess of R60 000 000.
4. 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.
5. The successful tenderer will be requested to demonstrate its financial capability to execute the contract prior to award at SANRAL's discretion
6. In the event that the Employer at its sole discretion is not satisfied with the financial capability of the tenderer as a result of whatsoever nature and reason, the Employer reserves the right to invoke the provisions under tender data 5.13. In addition, the Employer reserve the right to perform a full risk assessment as per tender data 5.13. Furthermore, if the aforementioned occur, any and all report/s will be used to evaluate the Tenderer's ability to perform the contract as stated in sub-clause 5.13.(b) of the SANS Standard Conditions of Tender.
7. The letter shall contain the information as indicated below.

DATE (Letter to be on the Financial Service Provider's letter head)  
Bank Name  
FSB Number  
Bank Address

**RE: ACCOUNT CONDUCT AND CASHFLOW CONFIRMATION**

To Whom It May Concern:

We hereby confirm that **Tenderer Name** has been banking with **xxxx** bank for a period of **xxx** years and the account has been conducted in a satisfactory manner. **Tenderer Name** has the financial means, net of current commitments available to meet the construction cash flow requirements to the value of **xxxxx** for contract (**insert contract number**).

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

Yours Sincerely,

BANK STAMP

Name \_\_\_\_\_ Signature \_\_\_\_\_

**FORM A9.1: SCHEDULE OF TENDERER'S LITIGATION HISTORY**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

The tenderer (and in the case of a Joint Venture, each member of the Joint Venture) shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

<b>Employer</b>	<b>Other litigating party</b>	<b>Dispute</b>	<b>Award value</b>	<b>Date resolved</b>

SIGNED BY TENDERER: .....

**FORM A9.2: ENVIRONMENTAL, SOCIAL, HEALTH, AND SAFETY PERFORMANCE DECLARATION**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

The tenderer (and in the case of a Joint Venture, each member of the Joint Venture) shall indicate below by marking with an “X” if suspension or termination of a contract occurred or not, and/or if the performance security has been called or not, related to Environmental, Social, Health or Safety (ESHS) performance, in the past five (5) years prior to the tender submission date..

In the event that suspension or termination occurred and/or the performance security has been called, the tenderer shall complete the details of all the suspensions and terminations as well as the details of all performance securities called since the date indicated.

The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

<b>Environmental, Social, Health, and Safety Performance Declaration.</b>			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance in the past five (5) years prior to the tender submission date.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance in the past five (5) years prior to the tender submission date.			
Details are described below:			
<b>Year</b>	<b>Suspended or terminated portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount</b>
	<i>[insert amount and percentage]</i>	<i>[Insert contract name, contract number, Name of Employer, Address of Employer, Reason(s) for suspension or termination]</i>	
<b>Performance Security called by an employer(s) for reasons related to ESHS performance</b>			
<b>Year</b>	<b>Contract Identification</b>		<b>Total Contract Amount</b>
<i>[insert year]</i>	<i>[insert complete contract name, contract number, Name of Employer, Address of Employer, Reason(s) for calling of performance security]</i>		<i>[insert amount]</i>

SIGNED BY TENDERER: .....



**FORM A11: CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

1. Discovery that the tenderer has failed to make proper disclosure may result in SANRAL terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 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 months preceding the date of this tender.
4. In the event of a joint venture, each and every member of the **unincorporated** Joint Venture shall comply with the above requirements.

SIGNED BY TENDERER: .....

**FORM A12: CERTIFICATE OF REGISTRATION WITH CIDB**

**CONTRACT SANRAL N.002-250-2024/1**

**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

1. The tenderer shall provide a scanned copy in .pdf of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause C2.1.1).
2. In the case of a Joint Venture, a scanned copy in .pdf of the Active Contractor's Listing must be provided for each member of the Joint Venture.
3. The tender will be declared non-responsive if:
  - The Tenderer is not registered on CIDB within the required contractor grading and category at the tender closing date, or
  - the Tenderer is suspended, or
  - the Tenderer has not declared interest of application to upgrade the grading, or
  - the Tenderer failed to submit the new registered grading within 21 days after tender closure.

Name of Contractor: .....

Contractor Grading Designation:.....

CIDB Contractor Registration Number: .....

Expiry Date: .....

**CIDB Certificates of Main Contractors as well as Electrical Subcontractor to be submitted**

SIGNED BY TENDERER: .....

**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 N.002-250-2024/1	CLOSING DATE:	21 SEPTEMBER 2022	CLOSING TIME:	11h00
DESCRIPTION	CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25				
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE DBSA BID BOX SITUATED AT:</b>					
58 Van Eck Place, Mkondeni, Pietermaritzburg, 3201					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON			
E-MAIL ADDRESS		E-MAIL ADDRESS	sanralbid@dbsa.org		
<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	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 ELECTRONICALLY DELIVERED BY THE STIPULATED TIME. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</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 SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A SCANNED COPY IN .PDF OF THE PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / 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 WHO ARE PERSONS IN THE SERVICE OF THE STATE*.

**NB: FAILURE TO PROVIDE OR COMPLY WITH 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: CONTRACTOR'S ESTABLISHMENT ON SITE**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Note to Tenderer:**

**If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item B13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the pricing schedule, these items and the value of such additional compensation shall also be set out in a letter attached to this form.**

Should the combined, extended total tendered for Item B13.01 The contractor's general obligations:

- a) Fixed obligations
- b) Value-related obligations
- c) Time-related obligations

exceed a maximum of 20% of the tender sum, the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

The relevant regional project engineer will duly consider these reasons but reserves the right to consider the tendered rates to be imbalanced and to deal with them in terms of Tender Data clause C3.9 contained in this volume.

Total tendered for Item B13.01:

Expressed as a percentage of the tender sum (excluding VAT) .....%

SIGNED BY TENDERER: .....

**FORM B2: SCHEDULE OF SPECIAL MATERIALS**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

1. Refer to part C1.2.1 Conditions of Contract where subclause 13.8 of the FIDIC General Conditions of Contract has been amended.
2. Only net bitumen content of asphalt and bituminous products shall be subject to rise and fall and no account shall be taken of transport, emulsifiers, diluents or modifiers that may be supplied ex refinery or added later.
3. For the purpose of clarity when using this form, a supplier is any company (including refineries) that supplies to a tenderer a bituminous product that it manufactures using bitumen as the sole or blended ingredient in the product. A tenderer shall, in compliance with note 4 below, attach to this form a letter of supply from each supplier it intends using in the performance of the contract.
4. Tenderers shall append to this page the following information on a letterhead from their selected supplier:
  - the supplier’s company registration and address details; and
  - the product range available including refinery from which the base bitumen is drawn; and
  - the net base bitumen type and content for each product; and
  - the supply price (excluding VAT and any discounts but including all other obligatory taxes and levies) to the tenderer for the net bitumen base content of each product; and
  - the date from which the supply prices apply.
5. Rise and fall adjustments shall only be made upon receipt by the engineer of the appropriate letters of supply in compliance to note 4 above, but with the changed supply prices and date of application, as well as reasons for the changes.
6. A change of supplier may be permitted, but only upon application to the engineer with the appropriate letters of supply in compliance to Note 4 above and approval thereof.
7. Non-disclosure of reduction in supply prices shall be deemed a contractor’s deliberate action to defraud the Employer and grounds for the Employer, at its sole discretion, to terminate the contract.

Each material dealt with as a special material in terms of FIDIC clause 13.8 as amended is stated in the list below. The rates and prices for the special materials shall be furnished by the tenderer as an attachment to this Form B2, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

<b>SPECIAL MATERIAL</b>	<b>UNIT*</b>	<b>RATE OR PRICE FOR THE BASE MONTH</b>	<b>SOURCE</b>
Bitumen (Net bitumen content)			
Modified bitumen for manufacturing A-E2	ton		
10/20 penetration grade bitumen	ton		
50/70 penetration grade bitumen	ton		
30/50 Penetration grade bitumen	ton		

\*Indicate whether the material will be delivered in bulk or in containers.

**Note: Supplier’s letter to be attached to this form**

SIGNED BY TENDERER:.....

**FORM C1.1: TENDERER'S B-BBEE VERIFICATION CERTIFICATE**  
(Submission to be used for eligibility requirements)

**Notes to tenderer:**

- 1. The tenderer shall attach to this form a copy of the B-BBEE verification certificate issued in accordance with:**
  - the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry.
  - In the event that the Measured Entity operates in more than one sector or sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of Annual Revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes.
- 2. The certificate shall:**
  - have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
  - be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and
  - be valid at the original advertised tender closing date; and
  - have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data C2.15).
- 3. If the B-BBEE Certificate is not valid,**
- 4. A valid B-BBEE Certificate shall contain:**
  - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
  - Value-Added Tax number, where applicable.
  - The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
  - B-BBEE status with corresponding procurement recognition level.
  - The relevant Codes used to issue the B-BBEE verification certificate.
  - Date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
  - Financial period which was used to issue the B-BBEE Verification Certificate
- 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 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
- 6. In the event of a un-incorporated joint venture (JV), a project specific (SANRAL project number indicated) consolidated B-BBEE verification certificate in the name of the JV, shall be attached, as well as a valid B-BBEE verification certificate for each member of the JV on which the JV certificate was calculated.**
- 7. The attached verification certificate and the associated assessment report shall comply with the requirements of Tender Data clause 3.11 and shall identify:**

- (a) The name and domicilium citandi et executandi of the tenderer.
  - (b) The registration and VAT number of the tenderer.
  - (c) The dates of granting of the B-BBEE score and the period of validity.
  - (d) The expiry date of the verification certificate.
  - (e) A unique identification number.
  - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
  - (g) The name and/or mark/logo of the B-BBEE verification agency.
  - (h) The category (Generic, QSE, EME) in which the tenderer has been measured.
  - (i) The B-BBEE status level.
  - (j) The South African National Accreditation System (SANAS) logo on the verification certificate once verification agencies have been accredited.
  - (k) The B-BBEE procurement recognition level.
  - (l) The score achieved per B-BBEE element.
  - (m) The % black shareholding.
  - (n) The % black women shareholding.
  - (o) The % black persons with disabilities shareholding
  - (p) The % black youth shareholding
  - (q) The % black people living in rural or underdeveloped areas or townships shareholding
  - (r) The % black military veterans shareholding
  - (s) The value added status of the tenderer.
8. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 4 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.
-

**FORM C1.2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (INCORPORATING SBD6.1)**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

1. This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution
2. **NB:BEFORE COMPLETING THIS FORM, THE TENDERER MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 (a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (f) **“eligibility”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts.
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

### 3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

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

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

**6. BID DECLARATION**

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

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

7.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted .....%
- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor:
- iv) Whether the sub-contractor is an EME or QSE (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

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

9.1 Name of company/firm: .....

9.2 VAT registration number: .....

9.3 Company registration number: .....

9.5 TYPE OF COMPANY/ FIRM (**Tick applicable box**)

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

9.6 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.7 COMPANY CLASSIFICATION (**Tick applicable box**)

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

9.8 Total number of years the company/firm has been in business: .....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....

**FORM D1: SCHEDULE OF TENDERER'S PLANT AND EQUIPMENT**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

**The tenderer shall provide details of the major plant and equipment required for this project.**

The tenderer shall state below the number of each construction plant to be used on this project and what constructional plant will be immediately available for this contract, what constructional plant will become available by virtue of outstanding orders, and what further constructional plant will be acquired or hired for the work should the tenderer be awarded the contract.

- a) Constructional plant immediately available (I)
- b) Constructional plant on order (O)  
(State details of arrangements made, with delivery dates)
- c) Constructional plant that will be acquired or hired (H)  
(State details of delivery arrangements)

<b>PLANT AND EQUIPMENT TYPE</b>	<b>NUMBER FOR THIS PROJECT</b>	<b>DATE OF MANUFACTURE MODEL/SIZE</b>	<b>AVAILABILITY (State either I, O or H)</b>
Concrete Batching Plant			
Concrete Planing Equipment			
Milling Machines			
Recycle Plant			
Piling Rig			
"Mobile Cranes			
Other Cranes			
Asphalt Paver			
Asphalt Transfer Vehicle			
Compactors			
Excavators			
Riding Quality Measuring Device			

Note: Tenderer to provide additional if required

SIGNED BY TENDERER: .....

**FORM D2: TENDERER'S METHOD STATEMENT**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

**The tenderer shall provide a method statement with the details as indicated on this form.**

The method statement must respond to the Scope of Work and Site Information under Part C4 and outline the proposed approach/methodology. The method statement should articulate what value the Tenderer will add by in achieving the stated objectives for the project.

The Tenderer must as such explain the following:

- Its understanding of the objectives of the assignment and the Employer's stated and implied requirements,
- Highlight the issues of importance and explain the technical approach they would adopt to address them, and
- Explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach his/her approach paper to this page. The approach paper covering the general methodology for construction of the project should not be longer than 15 pages and each of the sections below should also not be longer than 15 pages per section.

The tenderer provide separate method statement for specialized work areas which shall at least include the following but not be limited to:

- Concrete Pavements (Only manual construction allowed)
- Construction of the Steel Arch Structure
- Modifications to the Concrete Trestle
- Demolition of bridge structures
- Jacking of bridge structures in EB Cloete Interchange.

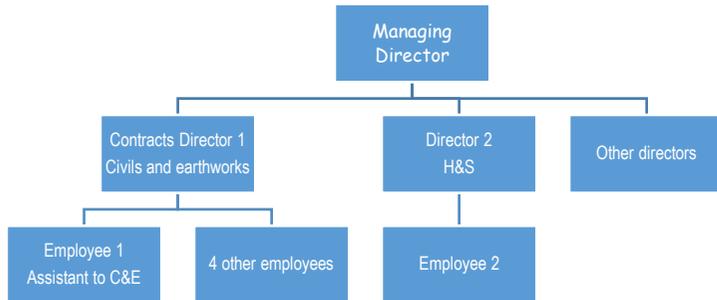
SIGNED BY TENDERER: .....

**FORM D3: TENDERER'S ORGANISATION AND STAFFING**

**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. Attach own organogram to this form; do not populate the example diagram below.
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 persons within the structure must still be shown. The same person could fill multiple positions.
3. Joint Venture tenders 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 will 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 offices, 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.
5. Registered professional engineers, technicians or technologists mean those who are involved in the road construction/transport industry. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.
6. In the lower table list those who will be involved in priority order of most to least responsibility for the service. Provide details of the key staff. Except for the MD, all of others must submit Forms D4. The same person may perform multiple roles.

Example



<b>Head Office:</b>	<i>State City/Town. See note 4.</i>
<b>Other Offices:</b>	<i>Only list number, See note 4</i>
<b>Registered Professionals: ECSA or in terms of ECSA approved International Agreements (PrEng, PrTechEng, PrCertEng, PrTechniEng)</b>	<i>See note 5</i>
<b>Registered Professionals: SACPCMP (Pr CM)</b>	<i>See note 5</i>
<b>Total Employees :</b>	
<b>% share in JV agreement:</b>	<i>State 100% if no JV</i>

Name of employee	Position in team	Estimated monthly hours	Relevant specialist areas of knowledge demonstrating suitability for position
	<b>Managing Director</b>		
	<b>Contracts Director</b>		
	<b>Contracts Manager</b>		
	<b>Construction manager (Contractor's Representative)</b>		

SIGNED BY TENDERER: .....

**FORM D4.1: TENDERER'S KEY PERSONNEL EXPERIENCE (CONTRACTS DIRECTOR)**

**CONTRACT SANRAL N.002-250-2024/1**

**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

1. The Tenderer shall provide details of the Contracts Director's professional registration, years' experience as well as details of previous experience required for this project.
2. The Contracts Director must meet the following minimum requirements as stipulated and the tenderer must append proof of registration to this form:

<b>Professional Registration</b>	<b>Minimum Years of Relevant Experience</b>
SACPCMP as PrCM or ECSA as PrEng or PrTechEng or equivalent international registration	20

3. Where ECSA registration is required, Professional Registration with the Engineering Council of South Africa (ECSA) or any other equivalent registration with an international body recognised by ECSA, i.e. Washington Accord, Dublin Accord and Sydney Accord, is accepted.
4. In the event that the Contracts Director are not in its permanent employment, the tenderer shall provide a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement.
5. If the tenderer's experience does not meet the stipulated minimum requirement, or does not respond within stated period when requested to do so; the tender will be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data.

NAME	POSITION IN TEAM	ECSA REG. No	ECSA CATEGORY	SACPCMP REG NO	SACPCMP CATEGORY	NO. OF YEARS EXPERIENCE
	CONTRACTS DIRECTOR					

<b>Key Personnel: Further Requirements;</b>	
<b>Key Personnel Position</b>	<b>Requirement</b>
Contracts Director	Must be able to write and speak English fluently

Technical/Managerial Experience

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

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

Comments:

.....

.....

.....

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D4.2: TENDERER'S KEY PERSONNEL EXPERIENCE (CONTRACTS MANAGER)**

**CONTRACT SANRAL N.002-250-2024/1**

**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

1. The Tenderer shall provide details of the Contracts Manager's, professional registration, years' experience as well as details of previous experience required for this project.
2. The Contracts Manager must meet the following minimum requirements as stipulated and the tenderer must append proof of registration to this form:

<b>Professional Registration</b>	<b>Minimum Years of Relevant Experience</b>
SACPCMP as PrCM or ECSA as PrEng or PrTechEng or equivalent international registration	15

3. Where ECSA registration is required, Professional Registration with the Engineering Council of South Africa (ECSA) or any other equivalent registration with an international body recognised by ECSA, i.e. Washington Accord, Dublin Accord and Sydney Accord, is accepted.
4. In the event that the Contracts Manager are not in its permanent employment, the tenderer shall provide a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement.
5. Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager in accordance with Clause 4.3 of the Conditions of Contract.
6. If the tenderer's experience does not meet the stipulated minimum requirement, or does not respond within stated period when requested to do so; the tender will be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data.

NAME	POSITION IN TEAM	ECSA REG. NO	ECSA CATEGORY	SACPCMP REG NO	SACPCMP CATEGORY	NO. OF YEARS EXPERIENCE
	CONTRACTS MANAGER					

<b>Key Personnel: Further Requirements;</b>	
<b>Key Personnel Position</b>	<b>Requirement</b>
Contracts Manager	Must be able to write and speak English fluently

Technical/Managerial Experience

**(List only the most recent 3 projects of the key staff that the tenderer considers relevant to the specified scope of**

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.

Comments:

.....

.....

.....

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D4.3: TENDERER'S KEY PERSONNEL EXPERIENCE (CONSTRUCTION MANAGER (CONTRACTOR'S REPRESENTATIVE))**

**CONTRACT SANRAL N.002-250-2024/1**

**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

1. The Tenderer shall provide details of the Construction Manager's (Contractor's Representative's), professional registration, years' experience as well as details of previous experience required for this project.
2. The Construction Manager (Contractor's Representative) must meet the following minimum requirements as stipulated and the tenderer must append proof of registration to this form:

Professional Registration	Minimum Years of Relevant Experience
ECSA as PrEng or PrTechEng or equivalent international registration	15

3. Where ECSA registration is required, Professional Registration with the Engineering Council of South Africa (ECSA) or any other equivalent registration with an international body recognised by ECSA, i.e. Washington Accord, Dublin Accord and Sydney Accord, is accepted.
4. In the event that the Construction Manager (Contractor's Representative) are not in its permanent employment, the tenderer shall provide a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement.
5. The Construction Manager (Contractor's Representative) shall be; employed full time on the Works, the single point of accountability and responsible for the management of the construction works.
6. Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager in accordance with Clause 4.3 of the Conditions of Contract.
7. If the tenderer's experience does not meet the stipulated minimum requirement or does not respond within stated period when requested to do so; the tender will be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data.

NAME	POSITION IN TEAM	ECSA REG. NO	ECSA CATEGORY	SACPCMP REG NO	SACPCMP CATEGORY	NO. OF YEARS EXPERIENCE
	CONSTRUCTION MANAGER (CONTRACTOR'S REPRESENTATIVE)			NA	NA	

Key Personnel: Further Requirements;	
Key Personnel Position	Requirement
Construction Manager	The Candidate must have demonstratetably experience of successfully managing the construction of large Highway and Bridge Structures contracts. He must also be able to fluently and eligibly communicate in English both in the written and speaking modes.

Technical/Managerial Experience

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

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

Comments:

.....

.....

.....

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D4.4: TENDERER'S KEY PERSONNEL EXPERIENCE (TEMPORARY WORK AND ERECTION DESIGN MANAGER)**

**CONTRACT SANRAL N.002-250-2024/1**

**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

1. The Tenderer shall provide details of the Temporary Work and Erection Design Manager's professional registration, years' experience as well as details of previous experience required for this project.
2. The Construction Manager (Contractor's Representative) must meet the following minimum requirements as stipulated and the tenderer must append proof of registration to this form:

Professional Registration	Minimum Years of Relevant Experience
ECSA as PrEng or PrTechEng or equivalent international registration	15

3. Where ECSA registration is required, Professional Registration with the Engineering Council of South Africa (ECSA) or any other equivalent registration with an international body recognised by ECSA, i.e. Washington Accord, Dublin Accord and Sydney Accord, is accepted.
4. In the event that the Temporary Work and Erection Design Manager's are not in its permanent employment, the tenderer shall provide a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement.

NAME	POSITION IN TEAM	ECSA REG. NO	ECSA CATEGORY	SACPCMP REG NO	SACPCMP CATEGORY	NO. OF YEARS EXPERIENCE
	TEMPORARY WORK AND ERECTION DESIGN MANAGER			NA	NA	

Key Personnel: Further Requirements;	
Key Personnel Position	Requirement
Temporary Work and Erection Design Manager	The Candidate must have demonstratetably experience in the design and construction of large steel arch structures

Technical/Managerial Experience

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

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.

Comments:

.....

.....

.....

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D5.1: TENDERER'S EXPERIENCE BASED ON COMPLETED PROJECTS**

**CONTRACT SANRAL N.002-250-2024/1**

**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

- 1. The tenderer shall provide details of previous experience required for this project and attach contract performance evaluation certificates (SANRAL EDMS#592253)**
- 2. The Tenderer must have satisfactorily completed (at least completed as a prime contractor, joint venture member, management contractor or sub-contractor) a minimum number of three (3) similar contracts matching the subject project's scope of work, between 1st January 2010 and tender submission deadline. Each completed contract must have a minimum value that exceeds R 200 000 000.00 and have a Performance Rating not less than zero (0) Adequate, as rated in terms of the CIDB Performance Rating system.**
- 3. For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, shall be considered to meet the minimum value requirement.**
- 4. If the Tenderer is a joint venture, the value of contracts completed by the individual joint venture members can be combined and shall be treated as one contract to determine whether the requirement of the minimum value of a single contract has been met. In the case of combined contracts, each contract performed by each member shall exceed fifty percent (50%) of the minimum value of a single contract as required for single entity. In determining whether the joint venture meets the requirement of total number of contracts, the number of contracts completed by all JV members each of value equal or more than the minimum value required shall be aggregated. For the afore-mentioned purpose, contracts which are combined to meet the minimum value shall be treated as one contract.**
- 5. If the tenderer's experience does not meet the stipulated minimum requirement e.g. less than the minimum stipulated number of recent civil engineering contracts; or If the proposed project is not relevant and as a result the tenderer does not meet the minimum requirement; the tender will be declared non-responsive in terms of clause C.3.13 (b) of the Tender Data.**

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

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE OF WORK (i.e. the service provided) inclusive of VAT (Rand)	NUMBER OF MONTHS DELAY ON PROJECT I.E. WHERE NO EXTENSION OF TIME GRANTED BY CLIENT	CONTACT PERSON AND FIRM	CONTACT NUMBER

Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D5.2: TENDERER'S EXPERIENCE BASED ON PROJECTS IN PROGRESS**

**CONTRACT SANRAL N.002-250-2024/1**

**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

- 1. Submission of this form is optional. This form must be submitted if the tenderer does not comply with the requirements of Form D5.1, and elects to list projects that are in progress to comply with afore- mentioned requirements.**
- 2. The Tenderer must list details of similar projects in progress (as a prime contractor, joint venture member, management contractor or sub-contractor) matching the subject project's scope of work, between 1st January 2010 and tender submission deadline. Each project in progress must have a certified value of work that exceeds 80% of the awarded value and exceeds R 200 000 000.00, and have a Performance Rating not less than zero (0) Adequate, as rated in terms of the CIDB Performance Rating system. The Performance Rating and certified value of work at closing date must be confirmed by the Project Employer or Project Engineer in writing.**
- 3. For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, shall be considered to meet the minimum value requirement.**
- 4. If the Tenderer is a joint venture, the value of contracts completed by the individual joint venture members can be combined and shall be treated as one contract to determine whether the requirement of the minimum value of a single contract has been met. In the case of combined contracts, each contract performed by each member shall exceed fifty percent (50%) of the minimum value of a single contract as required for single entity. In determining whether the joint venture meets the requirement of total number of contracts, the number of contracts completed by all JV members each of value equal or more than the minimum value required shall be aggregated. For the afore-mentioned purpose, contracts which are combined to meet the minimum value shall be treated as one contract.**
- 5. If the tenderer's experience not meeting minimum requirements (certified value of work that exceeds 80% of the awarded value and exceeds specified rand value); or If the proposed project is not relevant and as a result the tenderer does not meet the minimum requirement; the tender shall be declared non-responsive.**

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

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	AWARD VALUE OF WORK (i.e. the service provided) inclusive of VAT (Rand)	VALUE OF WORKS CERTIFIED BY THE ENGINEER	CONTACT PERSON AND FIRM	CONTACT NUMBER

Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**FORM D6: TENDERER'S INDICATIVE PROGRAM**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Notes to tenderer:**

1. The tenderer shall attach an indicative programme, reflecting the:
  - Contract period;
  - proposed sequence or order of execution of the work;
  - Resources anticipated; and
  - tempo of execution of the various activities comprising the work for this contract.
2. The programme shall be in accordance with the information provided in Form D1: Schedule of Tenderer's Plant and Equipment, Form D2: Tenderer's Method Statement, Form D7: Schedule of Estimated Monthly Expenditure, Form D8: Schedule of Subcontractors, and with all other aspects of the tender.
3. If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall also be attached to the Pricing Schedule for the alternative proposal.
  
4. The programme shall be provided electronically in MS projects on request.

SIGNED BY TENDERER: .....

**FORM D7: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

**If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall also be attached to the Pricing Schedule for the alternative proposal.**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below.

CERTIFICATE / MONTH	VALUE	CERTIFICATE / MONTH	VALUE
1	R	TOTAL b/f	R
2	R	33	R
3	R	34	R
4	R	35	R
5	R	36	R
6	R	37	R
7	R	38	R
8	R	39	R
9	R	40	R
10	R	41	R
11	R	42	R
12	R	43	R
13	R	44	R
14	R	45	R
15	R	46	R
16	R	47	R
17	R	48	R
18	R	49	R
19	R	50	R
20	R	51	R
21	R	52	R
22	R	53	R
23	R	54	R
24	R	55	R
25	R	56	R
26	R	57	R
27	R	58	R
28	R	59	R
29	R	60	R
30	R	61	R
31	R	62	R
32	R	63	R
TOTAL c/f	R	64(FINAL)*	R
		TOTAL: R	

\* Final payment at end of Defects Notification Period for balance of retention and any other payments.

SIGNED BY TENDERER: .....

**FORM D8: SCHEDULE OF SUBCONTRACTORS**

**CONTRACT SANRAL N.002-250-2024/1**

**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

With regard to sub-clause 4.4 of the FIDIC Conditions of Contract as amended:

**Notes to tenderer:**

1. The tenderer shall list below the items of work he intends to subcontract.
2. Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.

ITEM OF WORK	NAME OF SUBCONTRACTOR (IF KNOWN) AND INDICATE INTENDED SPECIALIST SUBCONTRACTORS WITH "S"	% VALUE OF THE TENDER AMOUNT SUB-CONTRACTED	B-BBEE STATUS LEVEL OF SUB-CONTRACTOR	STATE IF TARGETED ENTERPRISE	STATE IF EME

SIGNED BY TENDERER: .....

**FORM D9: CORPORATE SOCIAL INVESTMENT**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

With regard to clause D1012: Community Development, of the Project Specifications:

**Notes to tenderer:**

1. The tenderer shall list below his own Corporate Social Investment initiatives that will actively be pursued for this project.
2. The Corporate Social Investment initiatives will be evaluated and applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000.

<b>CSI INITIATIVE</b>	<b>COMMUNITY AFFECTED</b>	<b>ESTIMATED RAND VALUE OF INITIATIVE</b>	<b>ESTIMATED TIME FOR IMPLEMENTATION</b>

SIGNED BY TENDERER: .....

**FORM E1: QUALITY ASSURANCE: UTFC**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

The tenderer shall attach to this Form sufficient details from his Quality Assurance Plan to indicate the properties of the materials on which he has based his tender prices for the Ultra-Thin Friction Course surfacing (UTFC) that he proposes using on this Contract.

The Quality Assurance Plan to be submitted to the Engineer after award shall include that of the binder supplier and/or the tack coat supplier (if applicable).

The minimum details to be given with this tender shall include (where applicable):

1. UTFC MIX

- 1.1 Type/s and percentage/s of natural aggregate/s
- 1.2 Type and percentage of active filler
- 1.3 Type and percentage of bitumen
- 1.4 Type and percentage of modifier in bituminous binder
- 1.5 Ranges of mix proportions for:
  - 1.5.1 10.0mm Stone
  - 1.5.2 Crusher Dust passing the 2.00mm sieve
  - 1.5.3 Filler passing the 0,075mm sieve
- 1.6 Permissible Deviations from Target Grading

2. TACK

- 2.1 Type of basic material (penetration-grade bitumen, emulsion, other) (If emulsion, give type of emulsion and percentage bitumen)
- 2.2 Type and percentage of modifier
- 2.3 Application rate (nett cold bitumen)

3. TESTING (WHICH TESTS, POINT/S OF TESTING, FREQUENCY)

- 3.1 All raw materials used in UTFC mix
- 3.2 UTFC mix
- 3.3 All raw material in tack
- 3.4 Tack
- 3.5 Temperatures
  - i. UTFC
    1. Modified Binder manufacture
    2. Binder at mixing plant
    3. Mixing
    4. Storage
    5. Paving
  - ii. Tack
    - 3.5.2.1 Manufacture (if applicable)
    - 3.5.2.2 Storage
    - 3.5.2.3 Application
- 3.6 Remedial steps to be taken in event of non-conformance

**FORM E1: QUALITY ASSURANCE: UTFC (continued)**

4. MANUFACTURE, TRANSPORT, CONSTRUCTION

4.1 Types, sizes and capacities of:

- 4.1.1 Mixing plant and related equipment
- 4.1.2 Cold storage (number and sizes of bins)
- 4.1.3 Hot storage
- 4.1.4 Transport vehicles (number, capacity, thermal protection)
- 4.1.5 Paver/s (including level-control system)
- 4.1.6 Roller/s
- 4.1.7 Other plant/equipment

4.2 Methods proposed for (including procedures to be followed to ensure conformance to specification):

- 4.2.1 Manufacture of binder
- 4.2.2 Storage of binder
- 4.2.3 Storage of aggregates
- 4.2.4 Manufacture of hot mix
- 4.2.5 Storage of hot-mix
- 4.2.6 Transport of hot-mix
- 4.2.7 Manufacture of tack
- 4.2.8 Preparation of surface to receive tack coat and UTFC
- 4.2.9 Application of tack
- 4.2.10 Tipping, paving and rolling of UTFC
- 4.2.11 Manufacturing and construction tolerances (if different from those specified in the Contract Documents)

4.3 Further details regarding paving equipment

- 4.3.1 Type of equipment, e.g. Self-priming paver with hopper and auger system capable of passing the mix over the spray bar, or other.
- 4.3.2 Method and equipment used for thickness and level controls
  - 4.3.3 Type of spray bar used for tack application, e.g. built-in, variable-width spray bar or other.

5. PERSONNEL EMPLOYED ON ALL ACTIVITIES AND QUALITY CONTROL

6. ANY OTHER MATTERS WHICH RELATE TO THE QUALITY ASSURANCE PLAN WHICH THE TENDERER CONSIDERS MAY BE OF ASSISTANCE IN TENDER ADJUDICATION

SIGNED BY TENDERER: .....

**FORM E2: PERFORMANCE REPORT: UTFC**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

The tenderer shall enter in the spaces provided below a complete list of Contracts on which he has constructed an ultra-thin friction course (UTFC) surfacing (or similar approved alternative). This information is deemed to be material to the award of the Contract.

<b>EMPLOYER (Name, Telephone no, Fax no.)</b>	<b>CONSULTING ENGINEER (Name, Telephone no, Fax no.)</b>	<b>QUANTITY OF UTFC (m<sup>2</sup> &amp; tonnes)</b>	<b>VALUE OF UTFC WORK</b>	<b>YEAR COMPLETED</b>

SIGNED BY TENDERER: .....

**FORM E3: CONSTRAINTS FOR UTFC PRODUCTS AND PROCESSES**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

The various constraints (if any) applicable to each product/process shall be listed separately.

PRODUCT/PROCESS	CONSTRAINTS

SIGNED BY TENDERER: .....

**FORM E4: WIRE ROPE INFORMATION**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

1. DETAILS OF SUPPLIER OF CABLES AND POSTS:

Name: .....

Address: .....

.....

.....

2. ATTACH TO THIS PAGE OR INCLUDE SEPARATELY:

2.1 Proof of the patent holder's approval of the supplier.

2.2 A design and installation drawing of the wire rope.

SIGNED BY TENDERER: .....

**FORM E5: ROADSTUDS**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

The tenderer shall indicate the details of roadstuds as follows:

1. Item 15/B57.05 Temporary roadstuds

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.....  
.....

2. Item B57.05 Permanenet roadstuds

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SIGNED BY TENDERER:

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**FORM E6: PHOTOMETRIC FILES AND DESIGNS**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Note to Tenderer:**

**Photometric simulation reports and electronic IES files shall be submitted with tenders for all offered solutions.** For this purpose AutoCAD drawings have been issued with these tender documents.

Designs shall be based on the mast/pole mounting heights and locations as indicated in this specification and on the drawings.

The luminaire types L1 to L13 to be used in the designs are as specified in Part C3 Section G2.10

The following data shall be used for the calculations of the lighting levels:

Reflective coefficient of the Road surface:  $Q_0 = 0.07$

Maintenance factor =  $LLMF \times LSF \times LMF = 0.8$  (LLMF: Lamp Lumen Maintenance Factor X LSF: Lamp Survival Factor X LMF: Luminaire Maintenance Factor)

Simulation reports shall be done using the design software Dialux. *SANRAL shall test the IES files to check the compliance of the proposed luminaires. Tenders with luminaires that fail the test shall be regarded as non-responsive.*

**The design photometric simulation reports for each of the designs listed below shall be submitted with tenders.**

The following designs shall be provided:

**DESIGN 1: Design for 5 lane freeway (SANS 10098-1:2007 Table 1)**

The design shall be done for the following geometry:

Number of lanes	5
Lane width	3.7 m
Median width	3.0 m
Arrangement	Median
Luminaire Mounting height	18.5m
Maximum Outreach	1m
Maximum Rake Angle	5°
Pole spacing	54m
Luminaire	L1

The photometric simulation reports shall clearly demonstrate that the luminaires offered in this design meet the requirements for a Class A1 roadway with a median for a maximum of 600 vehicles per hour per lane at night as specified in SANS 10098-1:2007 Table 1:

Ln	$\geq 1.5 \text{ cd/m}^2$
Uo	$\geq 0.4$
UI	$\geq 0.7$
Ti	$\leq 20$

It is envisaged that this design will require a pair of luminaires Type L1 on either side of the mast (i.e. total 4 per mast).

**DESIGN 1A: This shall be for the identical parameters as in Design 1 but shall utilise a single luminaire per side (i.e. total 2 per mast). The luminaire on which this design is based shall be offered as luminaire type 1A.**

**DESIGN 2: Design for 6 lane freeway (SANS 10098-1:2007 Table 1)**

The design shall be done for the following geometry:

Number of lanes	6
Lane width	3.7 m
Median width	3.0 m
Arrangement	Median
Luminaire Mounting height	18.5m
Maximum Outreach	1m
Maximum Rake Angle	5°
Pole spacing	54m
Luminaire	L2

The photometric simulation reports shall clearly demonstrate that the luminaires offered in this design meet the requirements for a Class A1 roadway with a median for a maximum of 600 vehicles per hour per lane at night as specified in SANS 10098-1:2007 Table 1:

Ln	$\geq 1.5 \text{ cd/m}^2$
Uo	$\geq 0.4$
UI	$\geq 0.7$
Ti	$\leq 20$

It is envisaged that this design will require a pair of luminaires Type L2 on either side of the mast (i.e. total 4 per mast).

**DESIGN 2A: This shall be for the identical parameters as in Design 2 but shall utilise a single luminaire per side (i.e. total 2 per mast). The luminaire on which this design is based shall be offered as luminaire type 1A.**

**DESIGN 3: Design for 7 lane freeway (SANS 10098-1:2007 Table 1)**

The design shall be done for the following geometry:

Number of lanes	7
Lane width	3.7 m
Median width	3.0 m
Arrangement	Median mid-hinge mast Plus edge mounted pole
Luminaire Mounting height	18.5m on median mid-hinge 10m on edge mounted pole
Maximum Outreach	1m
Maximum Rake Angle	5°
Pole spacing	54m
Luminaire	L3 & L8

The photometric simulation reports shall clearly demonstrate that the luminaires offered in this design meet the requirements for a Class A1 roadway with a median for a maximum of 600 vehicles per hour per lane at night as specified in SANS 10098-1:2007 Table 1:

Ln	≥ 1.5 cd/m <sup>2</sup>
Uo	≥ 0.4
UI	≥ 0.7
Ti	≤ 20

This design shall be implemented using Luminaire type L3 on the mid-hinge mast plus Luminaire type L8, as determined in Design 8, on the edge mounted pole.

**DESIGN 4: Design for 4 lane freeway (SANS 10098-1:2007 Table 1)  
For mainline through interchange**

The design shall be done for the following geometry:

Number of lanes	4
Lane width	3.7 m
Median width	<b>5.0 m</b>
Arrangement	Median
Luminaire Mounting height	12.5m
Maximum Outreach	1m
Maximum Rake Angle	5°
Pole spacing	36m
Luminaire	L4

The photometric simulation reports shall clearly demonstrate that the luminaires offered in this design meet the requirements for a Class A1 roadway with a median for a maximum of 600 vehicles per hour per lane at night as specified in SANS 10098-1:2007 Table 1:

Ln	≥ 1.5 cd/m <sup>2</sup>
Uo	≥ 0.4
UI	≥ 0.7
Ti	≤ 20

**DESIGN 5: Design for 4 lane freeway (SANS 10098-1:2007 Table 1)**

For mainline through interchange on bridges.

The design shall be done for the following geometry:

Number of lanes	4
Lane width	3.7 m
Median width	Not applicable
Arrangement	Opposite on each carriageway
Shoulder width	2.0m
Total width from edge of road	18.8m
Luminaire Mounting height	8m
Maximum Outreach	1m
Maximum Rake Angle	5°
Pole spacing	20m
Luminaire	L5

The photometric simulation reports shall clearly demonstrate that the luminaires offered in this design meet the requirements for a Class A1 roadway with a median for a maximum of 600 vehicles per hour per lane at night as specified in SANS 10098-1:2007 Table 1:

Ln	$\geq 1.5 \text{ cd/m}^2$
Uo	$\geq 0.4$
UI	$\geq 0.7$
Ti	$\leq 20$

**DESIGN 6: Design for 4 lane freeway (SANS 10098-1:2007 Table 1)**

For mainline through interchange under bridges.

The design shall be done for the following geometry:

Number of lanes	4
Lane width	3.7 m
Median width	Not applicable
Arrangement	Opposite on each carriageway
Shoulder width	2.0m
Total width from edge of road	18.8m
Luminaire Mounting height	5m
Maximum Outreach	No outreach
Maximum Rake Angle	5°
Pole spacing	15m
Luminaire	L6

The photometric simulation reports shall clearly demonstrate that the luminaires offered in this design meet the requirements for a Class A1 roadway with a median for a maximum of 600 vehicles per hour per lane at night as specified in SANS 10098-1:2007 Table 1:

Ln	$\geq 1.5 \text{ cd/m}^2$
Uo	$\geq 0.4$
UI	$\geq 0.7$
Ti	$\leq 20$

**DESIGN 7: Design for Outer Directional Ramps (E, F, G, H) (SANS 10098-1:2007 Table 1)**

The design shall be done for the following geometry:

Number of lanes	2
Lane width	3.7m
Shoulder width	2.0m
Total width from edge of road	11.4m
Arrangement	Single sided
Setback	3.7 behind yellow shoulder line
Luminaire Mounting height	10m
Maximum Outreach	1m
Maximum Rake Angle	5°
Pole spacing	42m
Luminaire	L7

The photometric simulation reports shall clearly demonstrate that the luminaires offered in this design meet the requirements for a Class A2 roadway without a median for a maximum of 600 vehicles per hour per lane at night as specified in SANS 10098-1:2007 Table 1:

Ln	≥ 1.5 cd/m <sup>2</sup>
Uo	≥ 0.4
UI	≥ 0.7
Ti	≤ 20

**DESIGN 7A: This shall be for the identical parameters as in Design 7 but shall utilise a Warm White LED luminaire with a colour temperature of 2700K 3 000K or less**

**DESIGN 8: Inner Directional Ramps – Lower (C & D) (SANS 10098-1:2007 Table 1)**

The design shall be done for the following geometry:

Number of lanes	2
Lane width	3.7m
Shoulder width	2.0m
Total width from edge of road	11.4m
Arrangement	Single sided
Setback	3.7 behind yellow shoulder line
Luminaire Mounting height	10m
Maximum Outreach	1m
Maximum Rake Angle	5°
Pole spacing	40m
Luminaire	L8

The photometric simulation reports shall clearly demonstrate that the luminaires offered in this design meet the requirements for a Class A2 roadway without a median for a maximum of 600 vehicles per hour per lane at night as specified in SANS 10098-1:2007 Table 1:

Ln	≥ 1.5 cd/m <sup>2</sup>
Uo	≥ 0.4
UI	≥ 0.7
Ti	≤ 20

*Note: The Luminaire selected in this design shall also be used as part of Design 3*

**DESIGN 9: Inner Directional Ramps – Lower (C & D) (SANS 10098-1:2007 Table 1)**

This design is for the section of the lower inner directional ramps where they pass under bridges

The design shall be done for the following geometry:

Number of lanes	2
Lane width	3.7m
Shoulder width	2.0m
Total width from edge of road	11.4m
Arrangement	Single sided
Setback	3.7 behind yellow shoulder line
Luminaire Mounting height	5m
Maximum Outreach	No outreach
Maximum Rake Angle	5°
Pole spacing	20m
Luminaire	L9

The photometric simulation reports shall clearly demonstrate that the luminaires offered in this design meet the requirements for a Class A2 roadway without a median for a maximum of 600 vehicles per hour per lane at night as specified in SANS 10098-1:2007 Table 1:

Ln	$\geq 1.5 \text{ cd/m}^2$
Uo	$\geq 0.4$
UI	$\geq 0.7$
Ti	$\leq 20$

**DESIGN 10: Inner Directional Ramps – Upper (A & B) (SANS 10098-1:2007 Table 1)**

This design shall be based a low wattage LED luminaire mounted on a bracket or short post on top of the bridge parapet. The height of the concrete mounting base is 0.5 m and the effective mounting height of the luminaire shall be 0.6 to 1 m.

The objective of this low level lighting is to minimise the visual impact of the upper ramp lighting when viewed from a distance so as to allow the lit structural arch to stand out as a feature.

The luminaires shall be mounted alongside the fast lane (RHS) of the ramp.

The design shall be done for the following geometry:

Number of lanes	2
Lane width	3.7m
Shoulder width	2.0m
Total width from edge of road	11.4m
Arrangement	Single sided
Setback	Mounted on bridge parapet
Luminaire Mounting height	0.6 to 1 m
Maximum Outreach	No outreach
Maximum Rake Angle	N/A
Spacing	3m
Luminaire	L10

The photometric simulation reports shall clearly demonstrate that the luminaires offered in this design meet the requirements for a Class A2 roadway without a median for a maximum of 300 vehicles per hour per lane at night as specified in SANS 10098-1:2007 Table 1:

Ln	$\geq 1.0 \text{ cd/m}^2$
Uo	$\geq 0.4$
UI	$\geq 0.6$
Ti	$\leq 20$

The designs submitted shall be clearly labelled 1, 1A, 2, 2A, 3.....10 .

Any tender in which a partial or no design is submitted or in which the design does not adhere to or meet the above requirements will be deemed non-responsive.

**Proof must be submitted in the simulation report that the photometric files meets SANS /IEC 10098 minimum requirements.**

**Failure to submit a soft copy of the IES file and/or a *paper* copy of the simulation report shall render the tender non-responsive.**

SIGNED BY TENDERER: .....

**FORM E7: LUMINAIRE LIFESPAN**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Note to Tenderer:**

**The Tenderer shall provide a letter from the supplier on the following:**

1. Luminaire lifespan
2. Lumen degradation
3. Control Gear and components lifespan (if applicable)

**FOR EACH OF THE LUMINAIRE TYPES L1-L13**

**SIGNED BY TENDERER: .....**

**FORM E8: LIFE CYCLE COSTS TABLE (Maintenance and Energy costs)**

**CONTRACT SANRAL N.002-250-2024/1**

**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

**Note to Tenderer:**

The information provided by the suppliers on their letterhead, for the two tables as requested below, shall be used by the evaluation panel to determine the life cycle cost over a fifteen year period. The total for maintenance shall be added to the total for energy consumption.

**COSTS SHALL BE PROVIDED FOR LUMINAIRE TYPE L1**

Costs are to be shown for 1 km of **A1** Lighting with median on E B Cloete (maximum 600 vehicles per hour per lane at night) to SANS 10098 and shall comply with  **$L_n \geq 1.5 \text{cd/m}^2$** ,  **$U_o \geq 0.4$** ,  **$U_l \geq 0.7$** ,  **$TI \leq 20\%$**  for a road with 5 lanes in each direction (each lane at 3,70m wide). Light poles are at 54m spacing and luminaires are mounted at a height of 18.5m in a back to back arrangement, i.e Design 1.

**(a) Maintenance Costs**

Yr	Luminaire Type	Qty of luminaires per pole	Qty of LED luminaires (1 km)	Burning Hrs / Annum	Lamp Life Hrs	Lamp Replacement: Material + Labour	Labour cost to clean luminaire glass	Total Maintenance Cost / Annum
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1				3650				
2				3650				
3				3650				
4				3650				
5				3650				
6				3650				
7				3650				
8				3650				
9				3650				
10				3650				
11				3650				
12				3650				
13				3650				
14				3650				
15				3650				
<b>TOTAL (a) Maintenance Cost: R</b>								

(b) Energy Costs (R/kWh is estimated)

Yr	Luminaire Type	Qty of luminaires per pole	Qty of LED luminaires (1 km)	Burning Hrs / Annum	Total installed kW /km	R /kWh	Energy Cost/Annum (Col 5 x6 x7)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1				3650		0.8767	
2				3650		0.9644	
3				3650		1.0608	
4				3650		1.1669	
5				3650		1.2836	
6				3650		1.4119	
7				3650		1.5531	
8				3650		1.7084	
9				3650		1.8793	
10				3650		2.0672	
11				3650		2.2739	
12				3650		2.5013	
13				3650		2.7515	
14				3650		3.0266	
15				3650		3.3293	
	TOTAL (b) Energy Cost: R						

SIGNED BY TENDERER:

.....  
.....

**FORM E9: ELECTRICAL SCHEDULE OF MATERIALS****CONTRACT SANRAL N.002-250-2024/1****FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25****Note to Tenderer:**

1. These schedules shall be completed for the equipment and materials required for this particular contract. Should these schedules not be properly completed by the Tenderer, the tender may be regarded as incomplete and non-responsive
2. Where types, etc. are filled in below and these do not comply with the Specification, this must be specifically pointed out by the Tenderer. Filling in of types, etc. below does not, if they do not comply, signify that they are acceptable or will be accepted.
3. A change of specifications and /or supplier stated subsequent to the award may be permitted but only upon application to the engineer with the appropriate letters of supply and approval thereof.

**1. CABLES, CONDUCTORS AND ACCESSORIES**

<b>EQUIPMENT AND MATERIAL</b>	<b>DESCRIPTION AND MAKE</b>
11kV XLPE Aluminium Cable	
PVC SWA PVC Copper LV Cable	
PVC SWA PVC Aluminium LV Cable	
11kV XLPE Aluminium Cable Terminations	
PVC SWA PVC LV Copper Cable	
PVC SWA PVC LV Aluminium Cable	

**2. MINI SUBS, DISTRIBUTION KIOSKS AND EQUIPMENT**

<b>EQUIPMENT AND MATERIAL</b>	<b>DESCRIPTION AND MAKE</b>
Mini sub, 11kV/410V	
LV Distribution Kiosk	
Moulded Case Circuit Breakers (MCCB):	
Surge Arresters in Electrical Kiosks	
Surge Arresters in Masts and Poles	

**3. LUMINAIRES**

<b>No</b>	<b>Type</b>	<b>No of LED's</b>	<b>Lumen Output</b>	<b>Wattage</b>	<b>Supplier, Description and Model No.</b>
L1	LED				
L1A	LED				
L2	LED				
L2A	LED				
L3	LED				
L4	LED				
L5	LED				
L6	LED				
L7	HPS				
L7A	LED				
L8	LED 3 000K				

L9	LED				
L10	LED				
L11	LED				
L12	HPS			150W Nav-T Super	
L13	HPS			250W Nav-T Super	

**4. LIGHTING MANAGEMENT SYSTEM (LMS)**

<b>EQUIPMENT AND MATERIAL</b>	<b>DESCRIPTION, MAKE AND MODEL</b>
Luminaire Controller	
Segment Controller	
Communications Equipment	
LMS Workstation	
LMS Server	
LMS Software	

**5. ELECTRONIC SECURITY SYSTEMS**

<b>EQUIPMENT AND MATERIAL</b>	<b>DESCRIPTION, MAKE AND MODEL</b>
Electronic Security System: Software	
Electronic Security System: Electronic Controller	
Gateway Communication Device	
Electronic Door Lock	
Vibration Sensor	
Tilt Sensor	
Magnetic Sensor	
Sensor Communication (RF or other) Module	
Inverter	
Battery Charger	
Battery	

4. **POLES and MASTS**

TYPE	APPLICATION	MANUFACTURER, CONSTRUCTION AND TYPE
P1	4.4.m lighting pole with baseplate (5m m-h)	
P2	7.4.m lighting pole with baseplate (8m m-h)	
P3	9.4.m lighting pole with baseplate (10m m-h)	
P4	6.2 m lighting pole (5 m m-h)	
P5	9.4 m lighting pole (8 m m-h)	
P6	11.8 m lighting pole (10 m m-h)	
M1	12m mid-hinge lighting mast with double spigot	
M2	18m mid-hinge lighting mast with double spigot	

SIGNED BY TENDERER: .....

**FORM E10    WARRANTY FOR DESIGN AND MATERIALS OF ELECTRICAL WORK**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

- C1.2.16.1      The Subcontractor warrants and undertakes in favour of the contractor and the Employer that:
- (a)      Insofar as the Subcontract works or any part of the Subcontract works has been or will be designed by him, he will exercise reasonable due and proper skill and care in such design;
  - (b)      Insofar as any part of the materials or goods for the Subcontract works has been or will be selected by him, he will exercise due and proper skill and care in such selection of materials or goods.
  - (c)      He is suitably qualified and competent to carry out such design work and selection of materials and goods, and
  - (d)      He shall comply with and satisfy any performance specification or requirement insofar as such performance specification or requirement is included or referred to in the Subcontract.
- C1.2.16.2      The Subcontractor undertakes and shall be obliged to pay and make good to the contractor and the Employer all damages which the contractor and the Employer may suffer as a result of his non-compliance with the warranties set out in sub-clause 16.1 above.

SIGNED BY TENDERER: .....

**FORM F1: SCHEDULE OF TENDER COMPLIANCE****CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25****Note to tenderer:**

**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.**

<b>FORM NO / SBD NO</b>	<b>FORM DESCRIPTION</b>	<b>TICK IF COMPLETED</b>
A1	CERTIFICATE CONFIRMING THAT THE TENDERER READ THE PRESENTATION AND VIEWED THE PRE-RECORDED VIDEO BRIEFING	
A1.1	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	N/A
A2.1	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
A2.2	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	
A2.3	CERTIFICATE OF SINGLE TENDER SUBMISSION	
A2.4	CERTIFICATE OF FRONTING PRACTICES	
A2.5	DECLARATION OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS OR FOREIGN INFLUENTIAL NATIONALS (DPIPs, FPPOs OR FINs)	
A2.6	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	
A3.1 / SBD4	COMPULSORY DECLARATION	
A3.2 / SBD9	CERTIFICATE OF INDEPENDENT TENDER	N/A
A3.3 / SBD8	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	N/A
A3.4	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
A3.5	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
A3.6	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE	
A4	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
A5	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
A6 / SBD2	CERTIFICATE OF TAX COMPLIANCE	
A7	CERTIFICATE OF INSURANCE COVER	
A8	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	
A9.1	SCHEDULE OF TENDER'S LITIGATION HISTORY	
A9.2	ENVIRONMENTAL, SOCIAL, HEALTH, AND SAFETY PERFORMANCE DECLARATION	
A10	SCHEDULE OF CURRENT COMMITMENTS	
A11	CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)	
A12	CERTIFICATE OF REGISTRATION WITH CIDB ( MAIN CONTRACTOR AND ELECTRICAL	

FORM NO / SBD NO	FORM DESCRIPTION	TICK IF COMPLETED
A13	FORM SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	
B1	CONTRACTORS ESTABLISHMENT ON SITE	
B2	SCHEDULE OF SPECIAL MATERIALS	
C1.1	TENDERER'S B-BBEE VERIFICATION CERTIFICATE	
C1.2 / SBD6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	
D1	SCHEDULE OF TENDERER'S PLANT AND EQUIPMENT	
D2	TENDERER'S METHOD STATEMENT	
D3	TENDERER'S ORGANISATION AND STAFFING	
D4.1	TENDERER'S KEY PERSONNEL EXPERIENCE (Contracts Director)	
D4.2	TENDERER'S KEY PERSONNEL EXPERIENCE (Contracts Manager)	
D4.3	TENDERER'S KEY PERSONNEL EXPERIENCE (Construction manager (Contractor's Representative))	
D4.4	TENDERER'S KEY PERSONNEL EXPERIENCE (Temporary Works and Erection Design Manager)	
D5.1	TENDERER'S EXPERIENCE BASED ON COMPLETED PROJECTS	
D5.2	TENDERER'S EXPERIENCE BASED ON PROJECTS IN PROGRESS	
D6	TENDERER'S INDICATIVE PROGRAMME	
D7	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	
D8	SCHEDULE OF SUBCONTRACTORS	
D9	CORPORATE SOCIAL INVESTMENT	
E1	QUALITY ASSURANCE: UTFC	
E2	PERFORMANCE REPORT: UTFC	
E3	CONSTRAINTS FOR UTFC PRODUCTS AND PROCESSES	
E4	WIRE ROPE INFORMATION	
E5	ROADSTUDS	
E6	PHOTOMETRIC FILES AND DESIGNS	
E7	LUMINAIRE LIFESPAN	
E8	LIFE CYCLE COSTS TABLE (MAINTENANCE AND ENERGY COSTS)	
E9	ELECTRICAL SCHEDULE OF MATERIALS	
E10	WARRANTY FOR DESIGN AND MATERIALS OF ELECTRICAL WORK	
C1.1.1 / SBD7	FORM OF OFFER	
C1.2.3	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	
C2.2 / SBD3	PRICING SCHEDULE	
C.2.3	SUMMARY OF PRICING SCHEDULE	

SIGNED BY TENDERER: .....

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

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## PART C1: AGREEMENTS AND CONTRACT DATA

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C1.3.9	APPOINTMENT OF PRINCIPAL CONTRACTOR IN TERMS OF SECTION 5.1(K) OF THE CONSTRUCTION REGULATIONS, 2014 INCORPORATED IN THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 .....	<b>C-ERROR! BOOKMARK NOT DEFINED.</b>
C1.3.10	REGISTRATION AS AN ELECTRICAL CONTRACTOR .....	<b>C-ERROR! BOOKMARK NOT DEFINED.</b>

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

**C1.1.1 FORM OF OFFER (Incorporating SBD7)**

The South African National Roads Agency SOC Limited  
PO Box 415  
PRETORIA  
0001

Sir,

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

1. I/we, by signing this part of the forms of offer and acceptance acknowledge they are the equivalent of the Letters of Tender and Acceptance as defined in clauses 1.1.1.3 and 1.1.1.4 in the "Conditions of Contract for Construction for Building and Engineering Works designed by the Employer" (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).
2. I/we, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.
3. I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender and the conditions of contract identified in the contract data.

**4. PRICE OFFERED**

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM PART C1 SECTION 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.

**5. PREFERENCE CLAIMED**

I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule Form C1: Tenderer's B-BBEE Verification Certificate. In the event of any difference between the above stated status level and the Verification Certificate attached to Form C1, the Verification Certificate shall apply.

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

Yours faithfully  
N002-250-2024/1  
August 2022

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

NAME (IN CAPITALS): .....

CAPACITY: .....

Date and minute reference of Board resolution if different from returnable schedule Form A2.1:

Certificate of Authority for signature.....

NAME AND ADDRESS OF ORGANISATION: .....

.....

NAME AND SIGNATURE OF WITNESSES:

**WITNESS 1:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

**WITNESS 2:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

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

*Form to be printed on SANRAL letterhead*

To *(Name of successful tenderer)*

Dear Sir,

### **CONTRACT SANRAL N.002-250-2024/1 FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

#### **ACCEPTANCE OF OFFER**

1. It is our pleasure to inform you that the South African National Roads Agency SOC Ltd (the Employer) accepts your *select if applicable corrected/corrected alternative/alternative* offer in the amount of R..... (i.e. including VAT but excluding CPA, and any contingent sum not in the priced schedule) for a contract period of ..... months and with a Base date of .....*(28 days prior to the closing date of tender)*
2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.
3. This Form of Acceptance is the equivalent of the Letter of Acceptance as defined in clause 1.1.1.3 of the "Conditions of Contract for Construction for Building and Engineering Works designed by the Employer" (1999), published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).
4. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:  
  
Part C1: Agreements and Contract Data (including this form of acceptance),  
Part C2: Pricing Data,  
Part C3: Scope of the Work,  
Part C4: Project Information, and  
Part C5: Annexures  
  
together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into the Parts listed above.
5. Deviations and/or qualifications included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. In the event that an alternative offer is accepted, it is a fundamental condition of acceptance that all responsibilities and concomitant liabilities arising from the alternative design pass from us to you. *(Note to compiler: If no deviation/alternative tender then replace the above part of this paragraph with "There are no alternatives, deviations, qualifications or changes to the documents")* Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.
6. Notwithstanding the need to agree the mandate required by Section 37 of the Occupational Health and Safety Act (Act 85 of 1993), a proforma of which is attached for your reference, we hereby appoint you as the principal contractor in terms of Regulation 5(1)(k) of the Construction Regulations, GNR. 84 of 2014.
7. A SARS 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 7 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."*
8. At least 7 working days prior to the Commencement Date you shall deliver to us:
  - i. A Performance Security (per clause 4 of the FIDIC Conditions of Contract), a proforma of which is attached for your reference. The 10% calculation for the Performance Security

- shall be based on the accepted contract value (excluding VAT) as contained in this form and there shall be no deviations from the wording of the proforma Performance Security.
- ii. Proof of insurance in terms of the information provided in the contract data and clause 18 of the FIDIC Conditions of Contract. Proof of currency of insured cover shall be provided on a monthly basis until contract completion.
  - iii. Fully completed and signed Form C1.1.4.3 together with your Health and Safety plan (including Risk Assessment), proof of appointment of the Construction Manager (including CV and registration) proof of appointment of the Construction Health and Safety Officer (including proof of registration with SACPCMP), proof of appointment of Temporary works designer (including ECSA registration), and Evidence of necessary competencies to carry out construction work safely viz. company profile, schedule of activities, relevant appointments and proofs of competency.
  - iv. Fully completed and signed Form C1.1.4.1 – Mandatary Agreement.
  - v. Fully completed and signed Form C1.1.4.9 – Appointment of Principal Contractor
  - vi. Proof that you are registered and in good standing with the compensation fund or with a licensed compensation insurer.
  - vii. A completed Form of Banking Details *Note to compiler: only include this if the successful tenderer has not previously been registered as a vendor with the Employer*
  - viii. Proof of registration on the Employer’s Project Information Module (ITIS).
  - ix. Proof of notification to the Chief Inspector of Mines, of appointments as per Form C1.1.4.7 and C1.1.4.8. *Note to compiler: only include this if applicable.*
  - x. Nominated DAB member details. *Note to compiler: only include this if a standing DAB is specified under Conditions of Contract clause 20.2*
  - xi. Fully completed Form C1.1.3 Appendix to Form of Acceptance.

*Note to compiler: The completed Form A3.5, Form A3.6 and Form C1.1.2 of the successful tenderer is to be forwarded to the Department of Trade and Industry (Industrial Procurement Unit) after award*

Failure to fulfil either of the obligations (i), (ii) and (iii) above shall constitute a repudiation of this agreement and we may at our discretion apply any rights of remedy including barring you from tendering on any of our future tenders for a period to be determined by us, but not less than twelve (12) months, from the date of tender closure.

9. The effective date of the contract shall be the date of this Form of Acceptance unless you, within four (4) calendar days of the effective date, notify us in writing of any justification why you cannot accept the contents of this agreement.
10. The Commencement Date shall be the day on which the commencement meeting is held, which shall not be later than .... *(Note to compiler: the commencement meeting date indicated above is usually within 28 calendar days after the date of this form, as circumstances demand and as agreed between tenderer and Employer. The above can also be amended by fixing the day on which the commencement meeting is held here. The compiler also to consider to only have the commencement meeting commence after the PLC is established else the Mobilisation Period will have to be extended)* All the requirements of the Mobilisation Period shall be complied with within .... *(Note to compiler: include the Mobilisation Period duration – typically 2, 3 or 4 months. months of the Commencement Date.*
11. Access to the Site shall be  
*Note to compiler: Option 1: For contracts where an application for a permit to do construction work is required from Department of Labour i.t.o. Construction Regulation 3(2), add the following wording:* on the date stated on the Letter of Access to the Site, which date shall be after the Employer being in possession of the Construction Work Permit and after the requirements of the Mobilisation Period have been complied with.  
*Note to compiler: Option 2: For contracts where no application for a permit to do construction work is required from the Department of Labour i.t.o. Construction Regulation 3(2), add the following wording:* on the date stated on the Letter of Access to the Site, which date shall be after the requirements of the Mobilisation Period have been complied with.

12. 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.
13. Messrs ..... act as our agent to fulfil the functions of the engineer in the administration of this contract. Please contact ..... at ..... to make arrangements for the signing of the contract documents and commencement meeting.

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

NAME (IN CAPITALS): .....

CAPACITY: Regional Manager *Note to compiler: Insert relevant region*

EMPLOYER'S NAME AND ADDRESS: *Note to compiler: insert relevant regional physical address*

AUTHORITY TO ACT: SANRAL's Delegation of Powers Item 2.4.1.2

*Note to compiler: Check Delegated authority SANRAL*

NAME & SIGNATURE OF WITNESSES:

**WITNESS 1:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

**WITNESS 2:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

**C1.1.3 APPENDIX TO FORM OF ACCEPTANCE**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

Schedule of deviations

*Notes to compiler:*

- 1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here.*
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporate into the final Contract.*

The deviations listed below constitute agreed deviations/amendments to the tender document negotiated between the tenderer and employer based on information provided in Form A4: Schedule of Deviations or Qualifications by the tenderer or imposed conditions of award.

Addenda issued during the tender period are deemed not to be deviations to the tender.

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

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement. *Note to compiler: In the event that an alternative offer has been accepted by the Employer, the various elements of the alternative offer must be listed in this appendix*

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

NAME (IN CAPITALS): .....

CAPACITY: .....

NAME AND ADDRESS OF CONTRACTOR: .....

.....

.....

**C1.1.4 OTHER STANDARD FORMS**

**C1.1.4.1 AGREEMENT IN TERMS OF THE OCCUPATION HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014**

This AGREEMENT made at .....  
on this the ..... day of ..... in the year .....  
between THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (hereinafter called "the Employer") on the one part, herein represented by ..... *compiler to insert*  
in his capacity as ..... *compiler to insert*  
and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and .....  
(hereinafter called "the Mandatary") on the other part, herein represented by .....  
.....  
in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz. **CONTRACT SANRAL N.002-250-2024/1 FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

and has accepted a tender by the Mandatary for the construction, completion & maintenance of such works and has appointed the Mandatary in terms of Regulation 5(1)(k) of the Construction Regulations 2014, and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatary shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from the Commencement Date, to either:
  - a) the date of the Performance Certificate issued in terms of sub-clause 11.9 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999) published by Federation Internationale des Ingenieurs-Conseils (FIDIC), as contained in Volume 1 of the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.
3. The Mandatary declares himself to be conversant with the following:
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i) Section 8: General duties of employers to their employees.
    - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
    - iii) Section 37: Acts or omissions by employees or mandataries and
    - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
  - b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
4. In addition to the requirements of sub-clause 4.8, 6.7 and 17.1 of the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this contract, the Mandatary agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.

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

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

SIGNED FOR AND ON BEHALF OF EMPLOYER: .....

WITNESS 1: .....

NAME (IN CAPITALS) .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

SIGNED FOR AND ON BEHALF OF THE MANDATARY .....

WITNESS 1: .....

NAME (IN CAPITALS): .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

**C1.1.4.2(a) PERFORMANCE SECURITY - DEMAND GUARANTEE**

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

**Note to tenderer:**

This pro forma is for information only. The successful tenderer's guarantor will need to reproduce the Performance Security without amendment, omission or addition for completion and lodgement with the Employer. A separate copy of this proforma will be issued to the successful tenderer with the letter of acceptance.

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

1. I/We , the undersigned, ..... and .....  
in our respective capacities 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.....), for the due fulfilment by .....  
*insert the name of Contractor* (hereinafter referred to as "**the Contractor**") 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 Contractor and SANRAL ("**the Contract**").
2. Notwithstanding anything to the contrary, the Guarantor hereby irrevocably undertakes and agrees to pay SANRAL the maximum sum of **R [•]** (excluding VAT) (the "**Guaranteed Sum**") on receipt of a written demand for payment, signed by an authorised representative of SANRAL whose authority need not be proved for purposes of a demand, stating that the Contractor has failed to comply with its obligations in respect of the Contract and specifying the amount to be paid by the Guarantor to SANRAL. The demand shall be binding on the Guarantor and the Guarantor shall not be entitled to require SANRAL to establish a claim (or claims) under the guarantee but will pay the sum demanded immediately without any objection.
3. The Guarantor's liability under this guarantee is of a principal nature, unconditional and separately enforceable against the Guarantor, and this guarantee is not subject to the terms of the Contract or any other agreement. The Guarantor's liability hereunder shall not be reduced or in any way be affected by the release, cancellation or alteration of the terms of the Contract, or by any other arrangements between the Contractor and SANRAL other than as expressly contemplated under this guarantee.
4. The Guarantor will pay on demand under this guarantee without reference to the validity of the demand or the correctness or otherwise of the amount demanded up to and including the Guaranteed Sum, without becoming party to any claim or dispute of any nature which any party may allege.
5. 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.
6. The Guaranteed Sum, 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.

7. This guarantee is neither negotiable nor transferable and:
- a) must be surrendered to the Guarantor at the time when SANRAL accounts to the Guarantor in terms of clause 6 above, or
  - b) shall lapse after the Engineer has certified that the Contractor has executed and completed the Works and all defects have been remedied and the Performance Certificate has been issued in terms of the Conditions of Contract and
  - c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the Guaranteed sum, and
  - d) any reference in this guarantee to the above Contract/works is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Suretyship
8. The cancellation of, or any change to the terms and/or conditions of this guarantee, must first be agreed to in writing by SANRAL, the Contractor and the Guarantor.
9. 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: .....

ADDRESS:

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

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

NAMES (PRINT) 1 ..... 2 .....

**C1.1.4.2(b) FORM OF PRODUCT PERFORMANCE GUARANTEE FOR UTFC**

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

**Note to tenderer:**

**This pro forma is for information only. The successful tenderer's guarantor will need to reproduce two guarantees without amendment, omission or addition for completion and lodgement with the Employer prior to the issue of the Taking-over certificate. A separate copy of this pro forma will be issued to the contractor when required.**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

1. I/We , the undersigned, ..... and .....  
in our respective capacities 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.....), for the due fulfilment by .....  
*insert the name of Contractor* (hereinafter referred to as "the Contractor") 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 Contractor and SANRAL.
2. The Guarantor hereby renounces the benefits of the exceptions non numeratae pecuniae, non causa debiti, excussionis and divisionis, the meanings and effect whereof the Guarantor declares itself to be fully conversant.
3. The Guarantor undertakes and agrees to pay to SANRAL the said amount of R.....  
.....  
(R.....) (excluding VAT) or such portion as may be demanded on receipt of a written demand from SANRAL, which demand may be made by SANRAL if in SANRAL's opinion and at SANRAL's sole discretion, the UTFC constructed under this Contract does not meet the acceptance criteria in terms of Clause D9.1.10 of Part C3 of the Contract.
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 SANRAL at any stage.
5. The said amount of R.....  
(R.....), 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 the Guarantor at the time when SANRAL accounts to the Guarantor in terms of clause 5 above, or
  - b) shall lapse at the end of the guarantee period in terms of Clause D9.1.3.1 of Part C3 of the Contract Document upon issue of a report by the Engineer to SANRAL stating that all

parameters meet the full Assessment Criteria, or, where the full Assessment Criteria have not been met, that the remedial work has been accepted by the Engineer and SANRAL, 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: .....

ADDRESS:

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

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

NAMES (PRINT): 1 ..... 2 .....

**C1.1.4.3(a) FORM OF NOTIFICATION OF CONSTRUCTION WORK WITH DEPARTMENT OF LABOUR**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

*Note to compiler: This form is to be included if construction Regulation 2014, clause 3(1) does not apply and Form C1.1.4.3(b) can then be deleted. Therefore this form is only to be included if Form C1.1.4.3(b) is not required*

**Annexure 2**

**Occupational Health and Safety Act, 1993**

**(Regulation 4 of the Construction Regulations, 2014)**

**NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of principal contractor:

.....  
.....

- (b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

.....

3. (a) Name and postal address of client:

*The South African National Roads Agency SOC Limited, insert Regional office postal address*

- (b) Name and telephone number of client's contact person or agent:

Client: *enter Project Manager name and telephone number*

Agent: *enter company, Engineer name and telephone number*

.....

4. (a) Name and postal address of designer(s) of the Project: *enter company name*

.....

- (b) Name and telephone number of the designer's contact person:

.....

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of Regulation 8(1):

.....

6. Name(s) of principal contractor's subordinate supervisors on site appointed in terms of Regulation 8(2):

.....

7. Exact physical address of the construction site or site office:

.....

8. Nature of construction work:

.....

.....

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

Total: ..... Male: ..... Female: .....

12. Planned number of contractors on the construction site accountable to the principal contractor:

.....

13. Name(s) of contractors already selected:

.....

.....

.....

.....

.....

.....

.....

.....

.....  
PRINCIPAL CONTRACTOR

.....  
DATE

.....  
CLIENT'S AGENT (where applicable)

.....  
DATE

.....  
CLIENT

.....  
DATE

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.

*Only to be used if Regulation 3(1) does not apply and a construction permit is not required.*

- ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK

**C1.1.4.3(b) FORM OF APPLICATION FOR A PERMIT TO DEPARTMENT OF LABOUR TO DO CONSTRUCTION WORK**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

*Note to compiler: This form is to be included if construction Regulation 2014, clause 3(1) applies (and as per amended implementation phasing) and Form C1.1.4.3(a) can then be deleted, that is where the intended construction work will either:*

- (i) exceed 365 calendar days and will involve more than 3 600 person days of construction work; or*
- (ii) the tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading.*

*The following is a list of documents required by the Department of Labour to be submitted with the Application for a Construction Work Permit:*

	<u>Document to be submitted</u>	<u>Legal Reference</u>
1	Annexure 1 - Application for a permit to do construction work to be submitted by a Pr.CHS Agent or Candidate Pr.CHS Agent.	CR 3(1)
2	Baseline risk assessment	CR 3(5)(a) read with 5(1)(a)
3	Site specific health and safety specification (SSHSS)	CR 3(5)(a) read with 5(1)(b)
4	Proof of appointment of competent CHS Agent on Client letterhead plus proof of registration with SACPCMP. For a Candidate OHS Agent to include mentorship agreement and registration certificates of the mentor and candidate.	CR 3(5)(b)(i) read with CR 5(5)
5	Proof of receipt of SSHSS by the designer(s) (i.e. letter from designer)	CR 3(5)(b)(iii) read with 5(1)(c)
6	Approval of designs in accordance with the SSHSS (i.e. letter from designer)	CR 3(5)(b)(iii) read with CR 5(1)(d)
7	Designer's appointment on Client letterhead outlining duties in terms of CR 6(1) as have been agreed upon	CR 3(5)(b)(iii) read with CR 5(1)(e) and 6(1)
7.1	Structural Engineers: Appointment Letter plus proof of registration with ECSA	
7.2	Construction Monitoring Engineer (if different from Designers): Appointment letter	CR 6.1(g), (h) & (i)
8	Temporary works designer's appointment duties in terms of CR 6(2) as have been agreed upon plus proof of registration with ECSA	CR 3(5)(b)(iii) read with CR 5(1)(e) and 6(2)
9	Evidence that the SSHSS was included in the tender documents (Letter from Client confirming OHS Specification was included together with index of tender document reflecting OHS specification and Baseline Risk Assessment)	CR 3(5)(b)(iii) read with CR 5(1)(f)
10	Evidence that the contractor has made adequate provision for the cost of H&S i.e. Bill of quantities	CR 3(5)(b)(iii) read with CR 5(1)(g)
11	Evidence that the Principal Contractor has necessary competencies to carry out construction work safely viz. company profile, schedule of activities relevant appointments and proofs of competency (including proof of appointment of the Construction Manager (including CV and registration) and proof of appointment of the Construction Health and Safety Officer (including proof of registration with SACPCMP)	CR 5(1)(h)
12	Valid Letter(s) of Good Standing for the appointed Principal Contractor(s)	CR 3(5)(b)(ii) read with CR 5(1)(j)

- 13 *Written appointment(s) of Principal Contractor(s) on Client letterhead including Forms C1.1.4.1 and C1.1.4.9.* CR 5(1)(k)
- 14 *Principal Contractor's health and safety plan (including Risk Assessment) approved by the CHS Agent* CR 5(1)(l)

**Annexure 1**

**Occupational Health and Safety Act, 1993**

**(Regulation 3(2) of the Construction Regulations, 2014)**

**APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK**

This application must be submitted with the following documents:

- a) Health and Safety specification
- b) Health and Safety plan
- c) Baseline risk assessment.

1. Name, postal address and telephone numbers of the client:

.....  
.....

2. Details of the Agent:

- (a) Title, Surname and Initials: .....
- (b) Identity number / Passport number: .....
- (c) Registration number with SACPCMP: .....
- (d) Office Tel. Number and/or Mobile number: .....
- (e) Postal address: .....

3. Name, postal address and telephone numbers of the appointed principal contractor:

.....  
.....

4. Name, postal address and telephone numbers of the designer of the project:

.....  
.....

5. Name, postal address and telephone numbers of the designer of the following persons:

- (a) Construction Manager:  
.....
- (b) Construction Health and Safety Manager:  
.....
- (c) Construction Health and Safety Officer:  
.....

- 6. Exact physical address of the construction and site office:  
.....  
.....
- 7. Nature of construction work:  
.....  
.....
- 8. Expected commencement date: .....
- 9. Expected completion date: .....
- 10. Estimated maximum number of persons on the construction site:  
.....
- 11. Planned number of contractors on the construction site accountable to the principal contractor:  
.....
- 12. Name(s) of contractors appointed:  
.....  
.....  
.....  
.....

\_\_\_\_\_  
Signature of Client / Client's Agent

\_\_\_\_\_  
Signature of the Principal Contractor

FOR OFFICE ONLY

Authorization / Unique No.	LABOUR CENTRE	OFFICE APPROVAL STAMP
-------------------------------	---------------	-----------------------

1. Date of application: .....

2. Submitted documents prescribed in Construction Regulation 5(4) (Please tick ✓):

CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
------------	--	------------	--	----------------	--

3. Result of the application (Please tick ✓) \_\_\_\_\_

Approved		Declined	
----------	--	----------	--

4. Reason for declining the application

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of the Supervisor

\_\_\_\_\_  
Signature of revoking officer / Inspector

**C1.1.4.4 FORM OF RETENTION MONEY GUARANTEE**

To:

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

**Note to tenderer:**

**This pro forma is for information only. The successful tenderer’s guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer. A separate copy of this pro forma will be issued to the successful tenderer with the letter of award.**

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

The guarantee is issued on behalf of .....

Registration No. .... (hereinafter referred to as “the Contractor”) in connection with the above-mentioned contract (hereinafter referred to as “the Contract”).

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent .....  
*full name of guarantor* registration number ..... undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you, which demand may be made by SANRAL if, (in your opinion and at your sole discretion), the said Contractor for any reason fails and/or neglects to complete the services in accordance with the conditions 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.

1. Each demand shall be in writing and delivered to us at ..... or such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to R ..... ( ..... Rands) (excluding VAT) and is restricted to payment of monies only.
4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at ..... for and on behalf of .....

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

GUARANTOR: .....

AS WITNESSES:

1. ....

2. ....

NAME: .....

NAME: .....

ADDRESS: .....

ADDRESS: .....

.....

.....

.....

.....

Profорма

**C1.1.4.5 FORM OF BANKING DETAILS**

**Notes to Contractor:**

1. The Employer applies an Electronic Funds Transfer system for all payments.
2. If you are already registered as a vendor with the Employer, you are required to confirm your banking details in the form below but are not required to submit the documentation as per note 3.1 and 3.2.
3. If you are not registered as a vendor with the Employer, you are required to supply:
  - 3.1 a completed SANRAL Vendor Application Form (to be obtained from the relevant Regional Project Manager); or
  - 3.2 an original cancelled cheque bearing your company name and account number; or
  - 3.3 if you are unable to supply an original cancelled cheque, you are to provide a letter on your letterhead as per the pro forma below and return the original letter to the address as stated in clause 1.3 of C1.2.2 - Information provided by the Employer, delivered by hand or sent by post.

---

To:  
The South African National Roads Agency SOC Limited  
*Note to compiler: insert relevant regional physical address*

Dear Sir

**CONTRACT SANRAL N.002-250-2024/1 FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

**BANKING DETAILS**

By signing this document we accept the following:

- The banking details submitted are those of *Note to compiler: insert name of successful contractor* and we take full responsibility for their correctness.
- We indemnify the Employer 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 *Note to compiler: Insert name of successful contractor*  
DATE:

**C1.1.4.6 TAX COMPLIANCE PERMISSION DECLARATION**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Note:**

**In terms of National Treasury Instruction No 9 of 2017/2018 with reference to the Public Finance Management Act, 1999 (Act No 1 of 1999) and Regulations, the contractor and subcontractors are required to provide the Employer with written confirmation to access the SARS Electronic Tax Compliance Status (TCS) System to verify and continuously track the tax compliance status of all persons conducting business with the State.**

The Contractor shall complete the declaration below.

I, ..... (name)  
the undersigned in my capacity as ..... (position)  
on behalf of .....  
..... (name of company)  
herewith grant consent that SARS may disclose to 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 .....  
our tax reference number is ..... and our tax clearance certificate number is .....

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

SIGNATURE: .....

DATE: .....

**C1.1.4.7 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT**

**CONTRACT SANRAL N.002-250-2024/1**

**FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO 72 OF 1997)

I, .....

In my capacity as .....  
of the Employer, The South African National Roads Agency SOC Limited, who is the owner of the Mines(s) *state name (s) or state "to be worked under the requirements of the abovementioned contract"*

hereby appoint .....  
of the Contractor who has contracted with the Employer to undertake the above-named contract, to perform all functions entrusted to the Employer by sections 2 and 3 of the Act, as amended.

Signed: .....

Date: .....

Witnesses: 1. .... 2. ....

Name (print) ..... Name (print) .....

I hereby accept the above appointment

Signed: .....

Date: .....

Witnesses: 1. .... 2. ....

Name (print) ..... Name (print) .....

**Not Applicable**

**C1.1.4.8 EXAMPLE OF FORM OF APPOINTMENT AS MINE OPERATION MANAGER IN TERMS OF SECTION 3 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)**

**Note to tenderer:**

The person appointed by the Employer in terms of section 4 of the above Act, as amended, having accepted the appointment, is required under section 3 of the Act as amended to appoint one or more Managers to be responsible for the day to day management and operation of the Mines. The form of appointment, completed and signed, shall be submitted by the successful tenderer for the approval of the Employer before the Contract is signed.

An example of a suitable form of appointment follows:

I, .....  
having been appointed in terms of section 4 of the Act, as amended, to perform all functions entrusted to the Employer by sections 2 and 3 of the Act, as amended, hereby appoint .....  
.....  
in his capacity as .....  
of the Contractor as Manager, who, in terms of section 3 of the Act, as amended, will be responsible for the day to day management and operation of the Mine(s).

Signed: .....

Date: .....

Witnesses: 1. .... 2. ....

Name (print) ..... Name (print) .....

I hereby accept the above appointment

Signed: .....

Date: .....

Witnesses: 1. .... 2. ....

Name (print) ..... Name (print) .....

**C1.1.4.9 APPOINTMENT OF PRINCIPAL CONTRACTOR IN TERMS OF SECTION 5.1(k) OF THE CONSTRUCTION REGULATIONS, 2014 INCORPORATED IN THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993**

**APPOINTMENT OF PRINCIPAL CONTRACTOR BY CLIENT (EMPLOYER)**

This AGREEMENT made at .....  
on this the ..... day of ..... in the year .....  
between THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (hereinafter called "the Client") on the one part, herein represented by ..... *compiler to insert*  
in his/her capacity as ..... *compiler to insert*  
and delegate of the Client in terms of the Client's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and .....  
(hereinafter called "the Principal Contractor") on the other part, herein represented by .....  
.....  
in his capacity as .....

WHEREAS the Client is desirous that certain works be constructed, viz. **CONTRACT SANRAL N.002-250-2024/1 FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**  
and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of the works.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from the Commencement Date, to either:
  - (i) the date of the Performance Certificate issued in terms of sub-clause 11.9 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999) published by Federation Internationale des Ingenieurs-Conseils (FIDIC), as contained in Volume 1 of the contract documents pertaining to this contract, or
  - (ii) the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.
3. The Principal Contractor declares himself to be conversant with all the requirements and standards of the Occupational Health and Safety Act (Act 85 of 1993) together with its amendments and incorporated Regulations, hereinafter referred to as "The Act", and with special reference to the Construction Regulation Section 7: Duties of Principal Contractor and Contractor.
4. The Principal Contractor is responsible for the compliance with the Act by all his subcontractors and suppliers when entering the construction site, whether or not nominated and/or approved by the Client.
5. The Principal Contractor warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
6. The Principal Contractor warrant that adequate provision has been made for the cost of health and safety measures during the execution of the project, and that sufficient resources (including competent personnel) are available to carry out the construction work safely.

7. The Principal Contractor warrants that that the Employer/Client has carried out his duties in terms of Construction Regulation 5.1(a)(b)(f):
- (i) Section 5.1(a): A baseline risk assessment for the intended construction work was prepared by the client and included in the tender documentation.
  - (ii) Section 5.1(b) & (f): A suitable, sufficiently documented and coherent site-specific health and safety specification for the intended construction work based on the baseline risk assessment was included in the tender documentation.

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

SIGNED FOR AND ON BEHALF OF EMPLOYER: .....

WITNESS 1: .....

NAME (IN CAPITALS) .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR .....

WITNESS 1: .....

NAME (IN CAPITALS): .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

**C1.1.4.10 REGISTRATION AS AN ELECTRICAL CONTRACTOR**

**CONTRACT No. SANRAL N.002-250-2024/1**

**CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON NATIONAL ROUTE 2 SECTION 25**

The contractor is responsible for the completion and submission of the required application forms, in respect of registration, to the particular supplying authority. A copy of the registration form must be forwarded to the engineer or its representative as soon as possible after the contract has been allocated. The electrical installation may not commence before the registration certificate and proof that the particular electrician is registered as an installation electrician has been received.

The successful Tenderer/electrical sub-contractor must be registered as an Electrical Contractor with the Electrical Contracting Board of South Africa, with the Workmen's Compensation Commissioner and the Unemployment Insurance Commissioner to qualify for this contract.

The successful Tenderer must complete the following questionnaire and submit it to the engineer before any work is commenced.

**THE TENDER MAY NOT BE CONSIDERED UNLESS ALL THE NECESSARY INFORMATION HAS BEEN SUBMITTED.**

Has the company been registered as an electrical contractor with the Electrical Contracting Board of South Africa?

YES	NO
-----	----

Registration No.: .....

Date of issue : .....

Has the company been registered with the:

1. Department of Manpower?

YES	NO
-----	----

Registration No.: .....

Date of issue : .....

2. The Workmen's Compensation Commissioner?

YES	NO
-----	----

Registration No.: .....

Date of issue : .....

3. The Unemployment Insurance?

YES	NO
-----	----

Registration No.: .....

Date of issue : .....

I/We certify that the above information is correct and undertake to comply with the provisions in Regulation 4(2) and 6(1) of Government Notice R2920 of 23 October 1992 promulgated under Section 35 of the Occupational Health and Safety Act, No. 85 of 1993.

SIGNATURE OF TENDERER: .....

DATE: .....

NAME OF TENDERER:.....

ADDRESS:

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

Regulation (4) 2 read as follows:

CONSTRUCTION

Except in the case of electrical installations supplied by a single-phase electricity supply at the point of supply, an accredited person shall exercise general control over all electrical installation work being carried out and no person shall allow such work without such control.

Regulation 6(1) reads as follows:

COMMENCEMENT OF AND PERMISSION TO CONNECT INSTALLATION WORK

No person shall commence with installation work which would require a new electricity supply or an increase in electricity supply capacity unless the supplier has been notified thereof: Provided that the supplier may waive this requirement in respect of such types of work as he may specify.  
(In your own interest you are advised to obtain a copy of Government Gazette No. 9968 of 11 October 1985 from the Government Printer in Pretoria).

## C1.2 CONTRACT DATA

### C1.2.1 CONDITIONS OF CONTRACT

#### Note to tenderer:

1. The Conditions of Contract for Construction (1999 edition) published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), as amended, shall apply to this contract. The amendments are those published by FIDIC and reproduced hereafter, together with additional amendments (particular conditions of contract) as prescribed by the South African National Roads Agency SOC Limited

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## **PART A: GENERAL CONDITIONS - FIDIC AMENDMENTS**

Up to December 2020 the following amendments have been issued by FIDIC.

### **ERRATA to the First Edition, 1999**

The following significant errata are corrected in this reprinting of the First Edition of the Construction Contract. Several minor typographical errors and layout irregularities have also been corrected.

#### **GENERAL PROVISIONS**

- |          |  |
|----------|--|
| Foreword | In figure "Typical sequence of Payment Events envisaged in Clause 14", change "14.11 Contractor issues Final Statement ..." to "Contractor submits Final Statement ...". |
| Page 2   | In the middle of the third line of Sub-Clause 1.1.2.9, delete "under".   |
| Page 26  | In the title of Sub-Clause 8.1, substitute "Works" for "Work".   |
| Page 56  | In the penultimate line, delete the parentheses "(" and ")".   |
| Page 60  | Sub-Clause 20.3, in the line following sub-paragraph (d), delete "Particular Conditions" and substitute "Appendix to Tender".  |
| Page 68  | In the third line of Clause 9, delete the two words "notice to".   |

#### **GUIDANCE FOR THE PREPARATION OF PARTICULAR CONDITIONS**

- |         |   |
|---------|---|
| Page 14 | Under Sub-Clause 14.9, delete "EXEMPTION" and substitute "RETENTION". |
| Annexes | Delete "© FIDIC".   |

**PART B: PARTICULAR CONDITIONS OF CONTRACT**

The following amendments are the South African National Road Agency SOC Limited's standard amendments to the FIDIC General Conditions and shall apply to this contract.

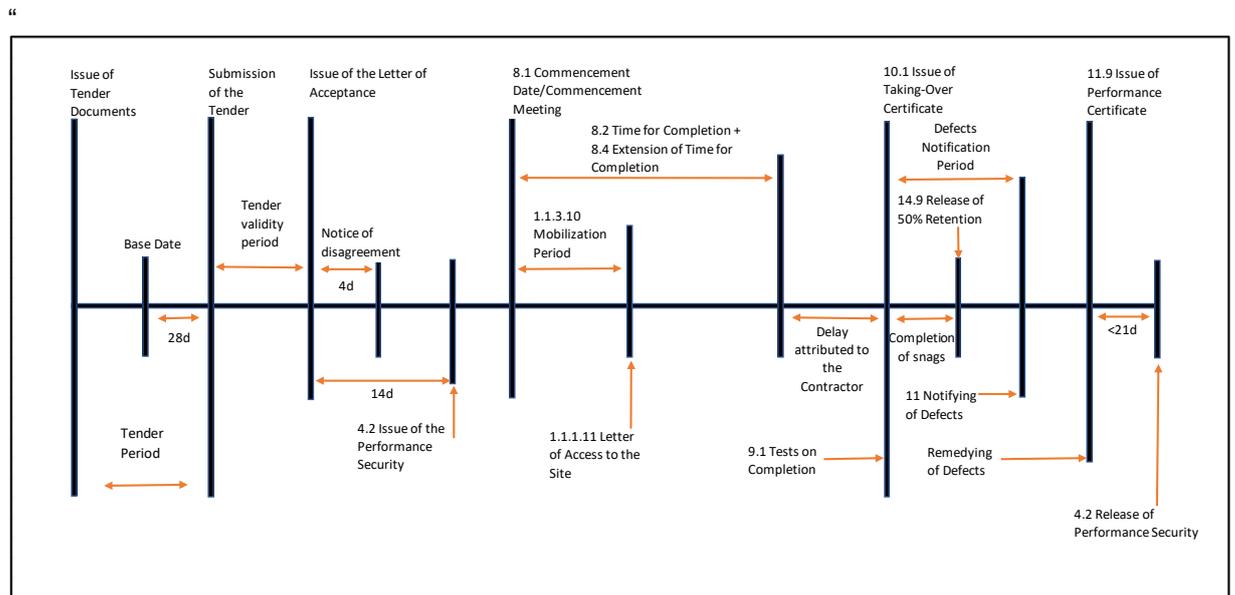
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# PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

## FOREWORD

Add the following illustrative chart as a clarification of the sequence of the Contract activities as amended in this Particular Conditions:



Typical sequence of Principal Events during Contracts for Construction as amended”

### 1.1 Definitions

#### 1.1.1 The Contract

Replace 1.1.1.1 with:

“ **Contract**” means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules, and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference.”

Replace 1.1.1.3 with:

“ **Letter of Acceptance**” means the Form of Acceptance as contained in part C1.1.2 of the contract documents.”

Replace 1.1.1.4 with:

“ **Letter of Tender**” means the Form of Offer as contained in part C.1.1.1 of the contract document.”

Replace 1.1.1.5 with:

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

Replace 1.1.1.7 with:

“ **Schedules**” means the document(s) completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include the Bill of Quantities, data lists and schedules of rates and/or prices.”

*Replace 1.1.1.8 with:*

“**Tender**” means that section of the Form of Offer and Acceptance called ‘Offer’ and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.”

*Replace 1.1.1.9 with:*

“**Appendix to Tender**” means the completed section in Part C1 entitled C1.2.2 Contract Data – Information provided by the Employer included in the Contract Data.”

*1.1.1.10 - Add the following:*

“**Bill of Quantities**” shall also mean the Pricing Schedule as contained in Part C2 section C2.2 of the contract document.”

*Add the following:*

1.1.1.11 “**Letter of Access to the Site**” means a letter issued by the Employer giving the Contractor right of access to the Site in accordance with Sub-Clause 2.1 [Right of Access to the Site]”

### 1.1.2 **Parties and Persons**

*Add the following:*

1.1.2.11 “**Targeted Enterprise**” means an enterprise defined in Section D of Part C3 Scope of Work.”

### 1.1.3 **Dates, Tests, Periods and Completions**

*Replace 1.1.3.9 with:*

“A “**day**” means a calendar day, except if otherwise indicated in the contract. A “**year**” means 365 calendar days”.

*Add the following:*

1.1.3.10 “**Mobilisation Period**” means the period between the Commencement Date and the date of Access to Site as defined in Clause D1002.01(l) in the Scope of Works (Part C3): Section D1000. The requirements of the Mobilisation Period is specified in the Scope of Works (Part C3): Section D1000: Stakeholder and Community Liaison, and Targeted Labour and Targeted Enterprises Utilisation and Development”.

### 1.1.4 **Money and Payments**

*Replace 1.1.4.3 with:*

“**Cost**” (unless otherwise indicated) means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit. Where an extension of time for completion is determined in terms of Clause 8.4, and Cost is payable, then Cost means the amount calculated in accordance with Clause A20.1 in Part C.1.2.2 – Contract Data.”

## 1.3 **Communications**

*Add the following before the last paragraph:*

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

## **1.5 Priority of Documents**

*Insert the following at the end of the 1<sup>st</sup> paragraph before the colon:*

“... unless specifically stated otherwise in the contract:”.

*Replace sub-paragraphs items (a) to (h) with:*

- “(a) the Forms of Offer and Acceptance
- “(b) the Appendix to Tender within the Contract data
- “(c) the Particular Conditions of Contract
- “(d) the General Conditions
- “(e) the project Specifications (Scope of Works (Part C3))
- “(f) the project Drawings,
- “(g) the Employer’s typical Drawings
- “(h) the standard Specifications,
- “(i) the Bill of Quantities (Pricing Data (Part C2)); and
- “(j) the Schedules and any other documents forming part of the Contract.”

## **1.6 Contract Agreement**

*Replace the 1<sup>st</sup> two sentences with the following:*

“The Parties shall enter into a Contract Agreement when the Employer issues the Form of Acceptance (see Particular Condition 1.1.1.3). The Contract Agreement shall be in the form prescribed in the tender documents”

## **1.8 Care and Supply of Documents**

*In the 1<sup>st</sup> paragraph, 2<sup>nd</sup> line, change “two copies” to “one copy”.*

*In the 2<sup>nd</sup> paragraph, 3<sup>rd</sup> line, change “six” to “two”.*

## **1.11 Contractor’s Use of Employer’s Documents**

*At the end of the 1<sup>st</sup> sentence add:*

“as well as any research, innovation, industry cutting edge technology and any form of trials undertaken as part of the Contract.”

## **2.1 Right of Access to the Site**

*At the end of the 1<sup>st</sup> paragraph add:*

“In addition to the Performance Security, there are conditions pertaining to Permits from the Department of Labour, and to the requirements of the Mobilisation Period, which may result in access to the site being withheld as stated in the Form of Acceptance and Appendix to Tender.”

## **2.5 Employer’s Claims**

*Add the following at the end of the 1<sup>st</sup> paragraph:*

“In addition, notice and particulars is not required for payments due under Sub-Clause 8.7 [Delay Damages].”

## **3.1 Engineer’s Duties and Authority**

*After the 3<sup>rd</sup> paragraph insert the following:*

“In addition to the actions stipulated in the General Conditions whereby the Engineer shall first obtain the approval of the Employer, the Employer’s approval shall also be obtained before taking any action under sub-clauses 8.1, 8.8, 10.1, 11.9 and 13.3 as amended in these Particular Conditions.”

*Add the following new sixth paragraph:*

"If the Engineer is a legal entity, a natural person employed by the Engineer and approved by the Employer shall be appointed and authorised to act as the Engineer under the Contract."

#### **4.1 Contractor's General Obligations**

*Add the following sentence below the 4<sup>th</sup> paragraph:*

"With regard to the Contractor's proposals submitted under the item of the Scope of Works titled "Section D: Stakeholder and Community Liaison and Targeted Labour and Targeted Enterprise utilisation and development", if the Contractor fails to provide the employment or training to the extent proposed, the Employer may impose penalties as set out in the above-mentioned Scope of Works."

*Add the following as a final paragraph:*

"The Contractor shall obtain Mining Authorisation for all sites where mining activities, as defined in the Mines Health and Safety Act (Act 29 of 1996) as amended, are to be conducted and shall assume responsibility for the Environmental Management Plan (EMP) in respect of the site(s) and shall ensure that the site(s) is/are rehabilitated at the conclusion of the contract."

#### **4.2 Performance Security**

*Delete the 2<sup>nd</sup> paragraph and replace with the following:*

"The Contractor shall deliver the Performance Security (as stated in the Appendix to Tender) to the Employer at least 7 working days prior to the Commencement Date and shall send a copy to the Engineer. The Performance Security shall be issued by an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act (No 94 of 1990) and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents or in another form approved by the Employer."

*Delete the 4<sup>th</sup> paragraph and replace with the following:*

"The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract."

*Delete the last paragraph and replace with the following:*

"The Employer shall return the Performance Security (as stated in the Appendix to Tender) within 21 days after issuing the Performance Certificate."

#### **4.4 Subcontractors**

*Change the title to read "Subcontractors and suppliers"*

*In the 1<sup>st</sup> paragraph delete "the whole of the Works" and add "more than the percentage of the Works as stated in the Appendix to Tender without the express approval of the Employer".*

*In the 1<sup>st</sup> line of the 2<sup>nd</sup> paragraph, after the word "Subcontractor" replace the expression "his agents or employees" with "suppliers, their agents or employees".*

*Add the following sub-paragraphs:*

- (e) The Contractor shall enter into a written subcontract agreement with the Subcontractor. The subcontract agreement between the Contractor and the Subcontractor shall be the standard FIDIC subcontract agreement (version 2011).
- (f) If the Contractor is required to employ one or more Subcontractors under his targeted enterprise development, then the provisions of Sub-Clause 5.4 [*Evidence of Payments*] shall apply as if such Subcontractor is a Nominated Subcontractor.
- (g) Each subcontract shall include the provisions:

- (i) The Contractor undertakes to pay the Subcontractor the full value as being due to the Subcontractor, without any deduction for plant, equipment, materials or fuel supplied by the Contractor. Any assistance that the Contractor may have made to the Subcontractor that requires recovery from the Subcontractor, will be recovered by the Contractor through normal commercial debt repayment processes;
- (ii) The Contractor undertakes to make payment to the Subcontractors within 7 days after the date on which the Engineer has issued the Main Contractor's Payment Certificate;
- (h) The Contractor shall disclose all subcontracting arrangements.
- (i) The Contractor shall not subcontract more than 25% of the value of the contract (including value of work allocated to Targeted Enterprise(s) but excluding work specified in the Scope of Works to be procured through the Employer's Supply Chain Procurement process) to any Subcontractor with a lower B-BBEE status level than the Contractor, unless the intended Sub-contractor(s) is an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract, and the value of the subcontracted work is below the EME threshold.
- (j) The total retention money held for all subcontractors shall not exceed the maximum value of the retention money as specified under Sub-Clause 14.3(c) and shall be held pro-rata per subcontractor.
- (k) The total value of retention money held from sub-contractors who are Targeted Enterprises shall not exceed 5 percent of the tendered CPG value (for Targeted Enterprises).
- (l) 50% of the retention money held for each Subcontractor shall be released on completion of the subcontract works. The remainder of the Subcontractor's retention money shall be released when a Subcontractor's work does not show any defect within 12 (twelve) months after the completion of the subcontract. However, the Subcontractor's retention money may be withheld but only if the Performance Certificate is unable to be issued because of defective workmanship attributable to the Subcontractor.
- (m) No performance security shall be required for Targeted Enterprise sub-contractors.
- (n) Penalties for sub-contractors shall be limited to 10% of the accepted sub-contract amount.
- (o) All Subcontractors and suppliers shall be registered on the National Treasury's Central Supplier Database (CSD).
- (p) All Subcontractors shall be in good standing in terms of COIDA and shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) or other relevant Bargaining Council.
- (q) All Subcontractors shall be registered with the CIDB in the appropriate category for the class of work to be performed.

If the Contractor fail to disclose all subcontracting agreements, or fail to comply with the requirements of this clause he shall be given 14 days to make representation as to why:

- (i) the contract shall not be terminated;
- (ii) the Contractor shall not be penalised up to 10% of the value of the contract."

#### **4.7 Setting Out**

*Amend the 2<sup>nd</sup> line of the 2<sup>nd</sup> paragraph to read:*

"... reference, provided that the Contractor shall provide proof of their inaccuracy before they are used."

#### **4.10 Site Data**

*In the 1<sup>st</sup> paragraph, 1<sup>st</sup> sentence, replace "prior to the Base Date" with "either as part of or by reference in the Tender Documents or, otherwise, not later than 7 days before the latest date for submission of the Tender Documents", and delete the 2<sup>nd</sup> sentence.*

#### **4.17 Contractor's Equipment**

*Add the following paragraphs:*

"The Contractor shall notify the Engineer, in writing, of the names and addresses of the owners of all major items of equipment not owned by the Contractor."

#### **4.19 Electricity, Water and Gas**

*In the 1<sup>st</sup> paragraph, 1<sup>st</sup> line, delete "except as stated below", and delete the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs.*

#### **4.21 Progress Reports**

*In the 1<sup>st</sup> paragraph, 2<sup>nd</sup> line, delete “in six copies”.*

*Add the following at the end of the 3<sup>rd</sup> paragraph:*

- “(i) Comparison of estimated Contract Price and the original Contract Price as stated in the form of Acceptance, with details of any events or circumstances which may result in the original Contract Price to be exceeded, and the measures being (or to be) adopted to prevent this.
- (j) SHE audits, SHE incidents, traffic accidents, Environmental management report, employment, empowerment and training reports (extracted from Employer system), training plan, communication plan, media information, site memos, drawings issued, mix designs, work authorisations, daywork, programme, sub-standard work, cashflow and expenditure, claims, risk report and penalties.
- (k) The South African Road Design System (SARDS) platform and updated Construction Quality Assurance module report.”

#### **4.22 Security of the Site**

*Replace the fullstop at the end of subclause (b) with a comma and continue this clause as follows:*

“and authorised utility or service owners whom the Employer or the Engineer identifies as having also been authorised. Without said notice, the Contractor may refuse access to such utility or service owners.”

#### **4.24 Fossils**

*In the 1<sup>st</sup> paragraph, 1<sup>st</sup> sentence after “fossils” insert “and graves” and in the 2<sup>nd</sup> sentence, add “and shall indemnify the Employer against any liability arising from such loss or damage.”*

### **6.2 Rates of Wages and Conditions of Labour**

*Add the following:*

“The conditions as stated in the Appendix to Tender shall also apply.”

### **6.5 Working Hours**

*Replace the 1<sup>st</sup> sentence with the following:*

“No work shall be carried out on Site on any special non-working day or within the non-working hours of any day as stated in the Appendix to Tender, unless:”

### **6.7 Health and Safety**

*In the 1<sup>st</sup> paragraph delete the 2<sup>nd</sup> sentence.*

*Add the following as a new 4<sup>th</sup> paragraph:*

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

*Add the following as a new 5<sup>th</sup> paragraph:*

“The Contractor shall also comply to the requirements of the Scope of Works titled: Section E: Requirements of the Occupational Health and Safety Act and Regulations.”

### **6.9 Contractor’s Personnel**

*Add the following new subparagraphs to the 1<sup>st</sup> paragraph:*

- “(e) is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice; or

- (f) has been recruited from the Employer's Personnel in breach of sub-clause 6.3 [Persons in the Service of Employer]."

*Add the following as a final paragraph:*

"The requirements for key personnel as stated in the Appendix to Tender shall also apply for the duration of the contract."

### **8.1 Commencement of Work**

*In the 1<sup>st</sup> paragraph, delete the 1<sup>st</sup> sentence, and in the 2<sup>nd</sup> sentence replace "within 42 days after the Contractor receives the Letter of Acceptance." with "as stated in the Form of Acceptance, unless otherwise stated in the Appendix to Tender."*

*In the 2<sup>nd</sup> line of the 2<sup>nd</sup> paragraph, after the words "Commencement Date", insert "but within the period stated in the Appendix to Tender."*

### **8.3 Programme**

*Delete the contents in its entirety and replace with the following:*

"The Contractor shall submit an initial programme for the execution of the Works to the Engineer within 28 days after the Commencement Date. This programme shall be prepared using programming software stated in the Specification (if not stated, the programming software acceptable to the Engineer). The Contractor shall also submit a revised programme which accurately reflects the actual progress of the Works, every month.

The initial programme and each revised programme shall be submitted to the Engineer in one paper copy, one electronic copy and additional paper copies (if any) as stated in the Appendix to Tender, and shall include:

- (a) the Commencement Date and the Time for Completion, of the Works and of each Section (if any);
- (b) the date right of access to and possession of (each part of) the Site is to be given to the Contractor in accordance with the time (or times) stated in the Appendix to Tender. If not so stated, the dates the Contractor requires the Employer to give right of access to and possession of (each part of) the Site;
- (c) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), preparation and submission of Contractor's Documents, procurement, manufacture, inspection, delivery to Site, construction, erection, installation, work to be undertaken by any nominated Subcontractor (as defined in Sub-Clause 5.1) [*Nominated Subcontractors*] and testing;
- (d) the Review periods for any submissions or mix designs stated in the Specification or required under these Conditions;
- (e) the sequence and timing of inspections and tests specified in, or required by, the Contract;
- (f) for a revised programme: the sequence and timing of the remedial work (if any) to which the Engineer has given a notice to the Contractor under Sub-Clause 7.5 [Rejection] and/or the remedial work (if any) instructed under Sub-Clause 7.6 [Remedial Work];
- (g) all activities (to the level of detail stated in the Specification), logically linked and showing the earliest and latest start and finish dates for each activity, the float, and the critical path(s);
- (h) the dates of all locally recognized days of rest and holiday periods and special non-working days defined in the Appendix to Tender (if any);
- (i) all key delivery dates of Plant and Materials;
- (j) for a revised programme and for each activity: the actual progress to date, any delay to such progress and the effects of such delay on other activities (if any);
- (k) the expected delays as specified in the specification, resulting from inclement weather, as a terminal float;
- (l) embargo hours and days as specified in the specifications and Appendix to Tender;
- (m) any restricted working conditions as specified in the specifications and Appendix to Tender;
- (n) requirements of the EMP and OHS; and
- (o) a support report which includes:
  - (i) a description of all the major stages of the execution of the Works;
  - (ii) a general description of the methods which the Contractor intends to adopt in the execution of the Works;

- (iii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel, and Sub-contractors, and of each type of Contractor's Equipment, required on the Site, for each major stage of the execution of the Works;
- (iv) the forecast cashflow within the defined contract period relative to the programme;
- (v) if a revised programme, identification of any significant change(s) to the previous programme submitted by the Contractor; and
- (vi) the Contractor's proposals to overcome the effects of any delay(s) on progress of the Works.

The Engineer shall Review the initial programme and each revised programme submitted by the Contractor and may give a Notice to the Contractor stating the extent to which it does not comply with the Contract or ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations. If the Engineer gives no such Notice:

- within 21 days after receiving the initial programme; or
  - within 14 days after receiving a revised programme,
- the initial programme or revised programme (as the case may be) shall be the Programme.

The Contractor shall proceed in accordance with the Programme, subject to the Contractor's other obligations under the Contract. The Employer's Personnel shall be entitled to rely on the Programme when planning their activities.

Nothing in any programme, the Programme or any supporting report shall be taken as, or relieve the Contractor of any obligation to give, a Notice under the Contract.

Each Party shall advise the other and the Engineer, and the Engineer shall advise the Parties, in advance of any known or probable future events or circumstances which may adversely affect the work; adversely affect the performance of the Works when completed; increase the Contract Price; and/or delay the execution of the Works or a Section (if any).

The Engineer may request the Contractor to submit a proposal under Sub-Clause 13.3 [Variation Procedure] to avoid or minimise the effects of such event(s) or circumstance(s)."

#### **8.4 Extension of Time for Completion**

*In the 1<sup>st</sup> paragraph after "... will be delayed by any of the following causes" add "and all float (except for inclement weather provision) in the programme has been utilised".*

*Amend sub sub clause (c) to the following:*

- "(c) exceptionally adverse climatic conditions, which for the purpose of these Conditions shall mean adverse climatic conditions at the Site which are exceptional having regard to climatic data made available by the Employer and/or climatic data published in the Country for the geographical location of the Site, and calculated as stated in the Appendix to Tender,"

*Add the following new sub sub clause (f):*

- "(f) rain delays in terms of the Specification Data Clause A1.2.3.4 [*Extension of time for delays caused by rainfall*]. Claim for rain delays shall not be subject to Sub-Clause 20.1 [*Contractor's Claims*]. The Cost payable for extension of time due to rain delays, shall be calculated in terms of Specification Data Clause A1.2.3.4 [*Extension of time for delays caused by rainfall*]."

*Add the following as a 3<sup>rd</sup> paragraph:*

"If a delay caused by a matter which is the Employer's responsibility is concurrent (that is the effect of the events are felt at the same time) with a delay caused by a matter which is the Contractor's responsibility, the Contractor's entitlement to Extension of Time shall be assessed after taking into account any contribution to the delay caused by a matter which is the Contractor's responsibility and the Contractor shall only be entitled to Extension of Time if the Employer delay exceeds the Contractor delay."

## 8.7 Delay Damages

*Change the marginal heading of this clause to read “Delay Damages and Other Non-compliance Charges” and insert the following as a 1<sup>st</sup> paragraph to this clause:*

“Delay damages (or Penalties in terms of the Conventional Penalties Act, 1962), and other payments to the Employer for late delivery, failure to achieve intra-programme due dates or non-compliance events shall apply as follows:”

*Number the existing two paragraphs as subclause (a) and in the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph of subclause (a), delete “subject to Sub-Clause 2.5 [Employer’s Claims]”.*

*Add the following subclause relating to other non-compliance charges:*

“(b) If the Contractor fails to comply with the requirements detailed in the Specification regarding duration of accommodation of traffic closures, meeting intra-programme dates, Accommodation of Traffic requirements, overloading, Contract Participation Targets, Contract Skills Developments Goals Targets, subcontracting, quality of work, submission of information and performance criteria, the Contractor shall pay non-compliance charges to the Employer for this default. These non-compliance charges shall be calculated at the rates stated in the Appendix to Tender, which shall be applied for each incident of non-compliance.

These non-compliance charges shall be the only charges due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [*Termination by Employer*] prior to completion of the Works. These charges shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.”

## 10.1 Taking Over of the Works and Sections

*Add the following to the end of the 2<sup>nd</sup> paragraph:*

“Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of Taking-Over Certificates for parts or sections of the works. The use of any completed roadway, section or parts of the work, whether for unhindered use by the public or for accommodation of traffic while other parts are being constructed, shall not constitute use or occupation by the Employer. The notice to the Engineer, shall include the Contractor’s own list of what it considers to be the minor outstanding works that do not substantially affect the use of the Works. As justification that the issue of a Taking-Over Certificate is warranted the Contractor shall take note that the following activities are to be completed to the satisfaction of the Engineer, and shall not be considered to be minor outstanding work:

- (a) The wearing course, gravel, seals, asphalt or concrete pavement;
- (b) All above-ground and subsoil drainage structures;
- (c) All fencing;
- (d) The finishing-off of medians and slopes of cuts and fills;
- (e) All the necessary road signs and road-surface marking and road studs;
- (f) All guardrails;
- (g) All structures;
- (h) All lighting (street or area);
- (i) The finishing-off of all borrowpits; and
- (j) The estimated cost to complete the listed outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- (k) The written lists of outstanding items of work can be completed within 28 days of the lists having been issued.
- (l) Any information in the Contractor’s possession, which is required by the Engineer and has been requested in writing, has been supplied.
- (m) The Department of Mineral Resources (DMR) (or its successor) has issued written confirmation to the Contractor that they are satisfied with the final shaping to all quarries, borrow pits, stockpile areas, and spoil sites used or intended to be used under this contract. In the event this written confirmation is not obtained from DMR, acceptance by the Environmental Assessment Practitioner (EAP) will be sufficient for the issuing of the Taking-Over Certificate.
- (n) The Contractor has supplied reasonable evidence that all the labourers have been paid and Subcontractors have received all amounts due in terms of the subcontract agreement provisions,

and all Targeted Enterprise Declaration Affidavits as well as a final contract compliance training report and final CPG report, have been submitted.”

## **10.2 Taking Over of Parts of the Works**

*Delete the 2<sup>nd</sup> paragraph.*

*Between the 3<sup>rd</sup> and 4<sup>th</sup> paragraphs insert the following paragraph:*

“The Employer may make use of any part of the Permanent Works prior to the issue of a Taking-Over Certificate.”

*Delete the 5<sup>th</sup> paragraph.*

## **11.8 Contractor to Search**

*Add the following after the 1<sup>st</sup> sentence:*

“The programme, methods of investigation, involvement of specialists and estimated cost, for the search for the cause of the defect, shall be determined under the direction of the Engineer in consultation with the Employer and Contractor. The work required to undertake the search shall commence within 28 days of the need for the search being notified to the Contractor (or as otherwise agreed). The method to search for the cause of the defect and the report to be submitted, shall be performed and compiled in terms of the Employer’s Framework for Forensic Investigation guideline document, and international best practise. On completion and submission of the Report, the Engineer shall determine in accordance with Clause 3.5 the responsibility and liability for rectifying the defect. The Engineer shall also determine the scope of the remedial measures to be carried out to ensure that the completed work meets the requirements of the Contract.”

## **11.9 Performance Certificate**

*In the 1<sup>st</sup> paragraph, 2<sup>nd</sup> line and in the 2<sup>nd</sup> paragraph, 1<sup>st</sup> line, replace the word “Engineer” with “Employer”.*

*Delete the last sentence of the 2<sup>nd</sup> paragraph.*

## **11.11 Clearance of Site**

*Replace the 1<sup>st</sup> paragraph with the following:*

“With the exception of Plant, Materials and Contractor’s Equipment required to complete any outstanding work or to remedy defects or damage as notified by, or on behalf of, the Employer and which Plant, Materials and Contractor’s Equipment have been agreed by the Engineer and the Contractor, the Contractor shall, upon receipt of the Taking-Over Certificate, remove all Contractor’s Equipment and surplus material, wreckage, rubbish and Temporary Works, from the Site unless otherwise instructed by the Engineer.”

*In the 2<sup>nd</sup> paragraph, replace “after the Employer receives a copy of the Performance Certificate” with “after the issue of the Taking-Over Certificate”.*

## **12.3 Evaluation**

*Replace the 2<sup>nd</sup> sentence of the 2<sup>nd</sup> paragraph with the following:*

“However a new rate or price shall be appropriate for an item of work only if notice has been given and if ...”

*In sub-paragraph (a)(iv) replace the word “Contract” with “Appendix to Tender”.*

## **13.3 Variation Procedure**

*Add the following after the 3<sup>rd</sup> paragraph:*

“The Engineer shall obtain the approval of the Employer prior to issuing an instruction to execute a Variation.

Each instruction issued by the Engineer to the Contractor to execute a Variation, unless the Variation is to be executed on a Daywork basis, shall be a written instruction presented in the form of a Works Authorisation (WA). The Works Authorisation Form (WAF) shall be presented by the Engineer to the Employer, who shall signify his approval before the order is signed by the Engineer and issued to the Contractor, who shall acknowledge his acceptance by signing the order. The Contractor shall not accept a Works Authorisation that is not approved and signed by the Employer

If the Contractor considers that an instruction constitutes a Variation, the Contractor shall immediately, and before commencing any work related to an instruction, give a notice to the Engineer with reasons. If the Engineer does not respond within seven days confirming, revoking or varying the instruction, the Engineer shall be deemed to have revoked the instruction.”

### 13.5 Provisional Sums

*In the 1<sup>st</sup> line of sub-paragraph (b) after “services” insert “and including items for which a prime cost sum has been provided in the Bill of Quantities”.*

*Add the following after the last paragraph:*

“The Contractor and Engineer shall follow the procedure as specified in the Specification for each Provisional Sum and Prime Cost Sum, prior to any work being performed under a Provisional Sum or Prime Cost Sum.”

### 13.8 Adjustments for Changes in Costs

*Delete from the 3<sup>rd</sup> sentence of the 3<sup>rd</sup> paragraph until the end of the sub-clause and substitute:*

“The formula shall be as follows:

$$Pt = (1 - x) [(a Lt/Lo) + (b Et/Eo) + (c Mt/Mo) + (d Ft/Fo) - 1 ]$$

where:

“Pt” is the adjustment multiplier, rounded to the fourth decimal place, to be applied to the estimated contract value of the work carried out in period “t”, this period being a month unless otherwise stated in the Appendix to Tender;

“x” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“a”, “b”, “c” and “d” are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour (L), equipment (E), materials (M) and fuel (F);

“Lt”, “Et”, “Mt” and “Ft” are the current cost indices for period “t”, each of which is applicable to the relevant tabulated cost element on the last day of the period (to which the particular Payment Certificate relates); and

“Lo”, “Eo”, “Mo” and “Fo” are the base cost indices, each of which is applicable to the relevant tabulated cost element on the Base Date.

The base cost indices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer.

Until such time as each current cost index is available, the Engineer shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If more than one month intervenes between the month applicable to any Interim Payment Certificate and the month applicable to the immediately succeeding Interim Payment Certificate, then the cost indices “Lt”, “Et”, “Mt” and “Ft” applicable to the succeeding Interim Payment Certificate shall each be taken as the arithmetic mean, rounded off to one decimal place, of the relevant indices applicable to the month of measurement and to such intervening months.

The value of the relevant Interim Payment Certificate to which the adjustment is to be applied shall be determined by the formula:

$$Ac = T - S - D - G - Ap$$

where:

“Ac” is the value of work carried out in period “t” to which the adjustment is to be applied;

“T” is the summation of the total value of the preliminary and general items, and the work done, as certified in the Interim Payment Certificate under consideration without any deduction whatsoever and before any adjustment made in terms of this Sub-Clause.

“S” is the aggregate of (i), (ii), (iii) and (iv), referred to below, and included in “T” where special arrangements for price adjustments in respect of these amounts were made and recorded at the time the work was ordered:

- (i) the amounts actually expended and substituted for any prime cost sums,
- (ii) the value of any work done by Nominated Subcontractors,
- (iii) the value of any work done against Provisional Sums, and
- (iv) the value of any extra or additional work done under a Variation.

“D” is the value of work included in “T” and done at new rates fixed in terms of Sub-Clause 12.3, where those rates are not based on labour, Contractor’s Equipment or Materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the Base Date of the indices, in which case work done at these rates shall not be included in the value of “D”.

“G” is the amount included in “T” for Materials classified and dealt with as Special Materials.

“Ap” is the summation of all “Ac” amounts determined for all Payment Certificates preceding in time the Payment Certificate under consideration.

Save only for Variations ordered to be carried out after the Time for Completion has expired, the Contract Price adjustment factor to be applied to certificates relating to work done or materials supplied after the expiry of the Time for Completion shall be calculated by inserting in the formula referred to in this Sub-Clause the cost indices Lt, Et, Mt and Ft applicable either (i) 49 days prior to the date of expiry of the Time for Completion, or (ii) for the current month: whichever is more favourable to the Employer.

The price of each Special Material specified in the Appendix to Tender shall be increased or decreased by the net amount of any change in price incurred after the Base Date, provided that any claim for adjustment in terms hereof shall be substantiated by the submission of acceptable invoices, letters from the supplier and any other supporting documents which the Engineer considers necessary for that purpose. However, except for Variations ordered in terms of Clause 13 [*Variations and Adjustments*] all adjustments after expiry of the Time for Completion shall be based on the price of each Special Material either (i) 49 days prior to the date of expiry of the Time for Completion, or (ii) for the current month: whichever is more favourable to the Employer.

For the purpose of this Sub-Clause, “the net amount of any change in price” in respect of a particular Material referred to as a Special Material, shall be calculated by multiplying the difference between the rate or price entered in the Contract by the Contractor for that Special Material in Form B2: *Schedule of Special Materials* and the equivalent rate or price actually paid by the Contractor for the Special Material by the quantity of the Special Material in question.

For the purpose of this Sub-Clause, a “supplier” is as specified in the Appendix to Tender. A change of supplier from that indicated in Form B2: *Schedule of Special Materials*, may be permitted, but only upon application to the Engineer with the appropriate letters from the supplier, and approval thereof.

For the purpose of this Sub-Clause “letters from the supplier” to substantiate any claim for adjustment of the price of a particular Material referred to as a Special Material, shall comply with the following requirements:

- the supplier’s company registration and address details; and
- the product range available including information from where the product’s Special Material base components are obtained; and
- the base component type and content for each product; and
- the supply price (excluding VAT and any discounts but including all other obligatory taxes and levies) to the contractor for the base material content of each product; and
- the date from which the supply prices apply.

Non-disclosure of reduction in supply prices shall be deemed a Contractor’s deliberate action to defraud the Employer and grounds for the Employer, at its sole discretion, to terminate the Contract.”

#### **14.1 The Contract Price**

*Add the following new clause (e):*

“(e) the Contractor shall submit to the Engineer within 28 days after the Commencement Date a full breakdown of all rates. The Engineer may take account of the breakdown when evaluating claims and making Determinations.”

#### **14.3 Application for Interim Payment Certificates**

*In the 1<sup>st</sup> line of the 1<sup>st</sup> paragraph, delete “in six copies.”*

*In the 4<sup>th</sup> line of the 1<sup>st</sup> paragraph, change “the report” to “reports.”*

*In the 2<sup>nd</sup> paragraph, sub-paragraph (c), after “above amounts” insert “and 80% of the value of Materials on Site”*

*Add the following as a final paragraph:*

“If, as stated in the Appendix to Tender, a Retention Money Guarantee is permitted and the Contractor elects to furnish it, the guarantee shall, at the cost of the Contractor, be executed by an insurance company or bank in a form approved by the Employer.

The said company or bank shall be registered or licensed to do business in the Republic of South Africa and shall have an office and banking facility in the Republic of South Africa and shall be subject to approval by the Employer.

The aggregate liability under the guarantee shall be the maximum amount of retention monies to be retained by the Employer, which amount shall be as stated in the Appendix to Tender.

Other conditions, if any, additional to the above standard conditions shall be as stated in the Appendix to Tender.

The guarantee shall expire on the date on which the last of the retention monies (which, but for the guarantee, would have been retained by the Employer) becomes payable to the Contractor.

The guarantee shall be returned to the guarantor upon final payment of the aggregate liability or on the date of expiry, whichever is the earlier.”

#### **14.5 Plant and Materials intended for the Works**

*In the 1<sup>st</sup> paragraph delete “If this Sub-Clause applies”.*

*In the 1<sup>st</sup> paragraph, after the words, “... sent to the Site for incorporation in the Permanent Works,” add “or if so agreed in writing by the Employer, Plant and Materials intended for incorporation in the Permanent Works and stored at places other than the Site, and clearly demarcated and identified it as the Employer’s property,”*

*Delete the 2<sup>nd</sup> paragraph.*

In the existing 3<sup>rd</sup> paragraph add under sub-paragraph (a):

- (iii) ensured that the relevant Plant and Materials have been delivered to and are properly stored on the Site, are protected against, loss, damage, deterioration, and appear to be in accordance with the Contract; and
- (iv) provided proof of ownership of the Plant and Materials; and
- (v) for Plant and Materials kept off-site, clearly demarcated and identified it as the Employer's property."

*In the existing 3<sup>rd</sup> paragraph, delete sub-paragraphs (b) and (c)*

#### **14.6 Issue of Interim Payment Certificates**

*In the 2<sup>nd</sup> line of the 1<sup>st</sup> paragraph replace "28" with "14".*

*Add the following new sentences at the end of the 1<sup>st</sup> paragraph:*

"No Interim Payment Certificate will be issued or paid unless the monthly progress reports in accordance with amended Sub-Clause 4.21 [*Progress Reports*] are not submitted. After the Engineer has certified the Interim Payment Certificate, the Contractor shall issue a tax invoice to accompany the certified Interim Payment Certificate."

#### **14.7 Payment**

*In sub-paragraphs (b) and (c) of the 1<sup>st</sup> paragraph replace "56" with "28".*

*In sub-paragraphs (b) of the 1<sup>st</sup> paragraph replace "supporting documents" with "all supporting documents required in terms of the Contract;"*

*Delete the 2<sup>nd</sup> paragraph.*

#### **14.8 Delayed Payment**

*Replace the 2<sup>nd</sup> paragraph with the following:*

"These financing charges shall be calculated at the simple annual rate of two percentage points above the prime lending rate of the South African Reserve Bank."

*In the 3<sup>rd</sup> paragraph, replace "... entitled to this payment without formal notice ..." with the following:*

"... entitled to this payment with formal notice ..."

#### **14.9 Payment of Retention Money**

*In the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph, after the word "Works", add the following:*

"and all outstanding work and defects as stated in the Taking-Over Certificate have been completed"

#### **14.10 Statement at Completion**

*In the 2<sup>nd</sup> line of the 1<sup>st</sup> paragraph delete "six" and replace with "three".*

#### **14.11 Application for Final Payment Certificate**

*In the 2<sup>nd</sup> line of the 1<sup>st</sup> paragraph delete "six" and replace with "three".*

#### **15.1 Notice to Correct**

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

"The Notice to correct shall:

- (a) describe the Contractor's failure;

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

After receiving a Notice to Correct the Contractor shall immediately respond by giving a Notice to the Engineer describing the measures the Contractor will take to remedy the failure and stating the date on which such measures will be commenced in order with the time specified in the Notice to correct.

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

## **15.2 Termination by the Employer**

*In the 1<sup>st</sup> paragraph replace the 1<sup>st</sup> sentence with the following:*

“The Employer shall be entitled to give a Notice to Terminate to the Contractor of the Employer’s intention to terminate the Contract or, in the case of sub-paragraph e), f), g) or h) below, a Notice of Termination, if the Contractor:”

In sub-paragraph (d), after the words “...the required agreement,” add the following “fails to disclose its subcontractor agreements,”

In sub-paragraph (e), after the words “... or carries on business under a receiver,” add the following “or under a business rescue practitioner,”

*Delete the word “or” at the end of sub-paragraph (e) and replace sub-paragraph (f) with the following:*

- "(f) gives or has given, offers to give or has offered to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
  - (i) for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer or State Department or Organ of State, or
  - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or State Department or Organ of State,or if any of the Contractor’s Personnel, agents or Subcontractors gives or has given, offers to give or has offered to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor’s Personnel shall not entitle termination,"

*Add the following sub-paragraphs:*

- "(g) misrepresented, whether innocently, negligently or fraudulently, the true facts requested in the tender documents; or
- (h) acts in such a way, on this contract or any other contract with the Employer, that a statute relating to the combating of fraud, corruption, uncompetitive practice and the like can be invoked.”

*Replace the 2<sup>nd</sup> paragraph with the following:*

“Unless the Contractor remedies the matter described in the Notice to Terminate above within 14 days of receiving the Notice to Terminate, the Employer may by giving a Notice of Termination to the Contractor immediately terminate the Contract. The date of termination shall be the date stated in the Notice of Termination.

In the case of sub-paragraph e), f), g) or h) the Employer may by giving a Notice of Termination immediately terminate the Contract and the date of termination shall be the date of the Notice of Termination.”

## **17.1 Indemnities**

*In the 1<sup>st</sup> paragraph delete “and” at the end of sub-paragraph (b)(i).*

Delete the full stop at the end of sub-paragraph (b)(ii) and substitute “,” and insert the following sub-paragraphs:

- “(c) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
  - (i) all or any of the Contractor’s Personnel or ex-Personnel as a result of a dispute between all or any of the Contractor’s Personnel or dismissed Contractor’s Personnel and the Contractor, or all or any of the Subcontractor’s Personnel and the Subcontractor, and
  - (ii) all or any of the Contractor’s Suppliers’ difficulty or impossibility to deliver goods or materials needed to perform the Works,
- (d) any unlawful, riotous or disorderly conduct by or amongst the Contractor’s Personnel or dismissed Contractor’s Personnel,
- (e) any liability for damage incurred to, or loss of, property within the site identified in the contract documents as not belonging to the Employer regardless of whether or not such damage or loss is caused by the Contractor’s equipment,
- (f) all damages, losses and expenses (including legal fees and expenses) resulting from the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
  - (i) all or any of the Contractor’s workforce (or dismissed Contractor’s Personnel) as a result of a dispute between all or any of the Contractor’s Personnel (or dismissed contractor’s Personnel) and the Contractor; or
  - (ii) all or any of the Contractor’s suppliers’ difficulty or impossibility to deliver goods or materials needed to perform the Works, and
- (g) harm or damage to the environment caused in the performance of the Works.”

Add the following final paragraphs:

“To the extent, if any, that the Contractor is responsible for the design of part of the Permanent Works under Sub-Clause 4.1 [*Contractor’s General Obligations*], and/or any other design under the Contract, the Contractor shall also indemnify and hold harmless the Employer against all acts, error or omissions by the Contractor in carrying out the Contractor’s design obligations that result in the Works (or Section or Part or major item of Plant, if any), when completed, not being fit for the purpose(s) for which they are intended under Sub-Clause 4.1 [*Contractor’s General Obligations*].

The Contractor shall indemnify the Employer against any liability for physical damage incurred to, or loss of, property within the Site identified in the Contract as not belonging to the Employer regardless of whether or not such damage or loss is caused by the Contractor’s equipment.”

#### **17.4 Consequences of Employer’s Risks**

In the 1<sup>st</sup> sentence of the 2<sup>nd</sup> paragraph, insert “to the Works, Good or Contractor’s Documents” after the word “damage”.

#### **17.6 Limitation of liability**

In the 3<sup>rd</sup> line of the 1<sup>st</sup> paragraph delete the remainder of the sentence after the comma and substitute:

“other than as specifically provided for in Sub-Clause 8.7 [*Delay Damages*]; Sub-Clause 11.2 [*Cost of Remedying Defects*]; Sub-Clause 12.5 [*Non-compliance Damages*]; Sub-Clause 15.4 [*Payment after Termination*]; Sub-Clause 16.4 [*Payment on Termination*]; Sub-Clause 17.1 [*Indemnities*]; Sub-Clause 17.4 [*Consequences of Employer’s Risks*] and Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*].”

#### **18.2 Insurance for Works and Contractor’s Equipment**

In the 4<sup>th</sup> paragraph, delete the wording of sub-paragraph (d) and replace with the following:

- “(d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (g) and (h) of Sub-Clause 17.3 [*Employer’s Risks*], and shall include insurance with the South African Special Risks Insurance Association (SASRIA) that cover loss or damage from the risks listed in sub-paragraph (c) of Sub-Clause 17.3 [*Employer’s Risks*], and”

## **19.1 Definition of Force Majeure**

*In the 3<sup>rd</sup> line of sub-paragraph 19.1(iii) insert “or suppliers,” after the word “Subcontractors”.*

## **19.4 Consequences of Force Majeure**

*Insert the following after the 1<sup>st</sup> paragraph:*

“If, however, the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure events of the kind listed in clause 19.1 sub-paragraph (iii), the Contractor shall not be entitled to any extension of time for any such delay and shall not be entitled to payment of any such Cost, if all the following conditions are not satisfied:

- (1) The Contractor has engaged with the persons responsible for the riot, commotion, disorder, strike or lockout; has met with the persons or leaders; and has recorded the persons or leaders details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct; and
- (2) The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and
- (3) The Contractor has reported all threats and unlawful conduct to the South African Police Service; and
- (4) The Contractor has brought an urgent application to the court on an ex parte basis that correctly identify the respondents and define the unlawful conduct to be interdicted; and
- (5) The Contractor has exhausted all available legal and other remedies to ensure that the court order is enforced.”

## **19.5 Force Majeure Affecting Subcontractor**

*Amend the title to read “Force Majeure Affecting Subcontractor and supplier”.*

*In the 1<sup>st</sup> line insert “or supplier” after the word “Subcontractor”*

## **20.1 Contractor’s Claims**

*Insert the following prior to the 1<sup>st</sup> paragraph:*

“Where any period stated within clause 20.1, 20.2, 20.3 or 20.4 falls over the annual shut-down period between December and January, then an additional 28 days is to be added to the period stated.”

*Insert the following at the end of the 5<sup>th</sup> paragraph:*

“The Time for Completion shall not be extended, and the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim, in the event that the Contractor fails to submit a fully detailed claim within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as approved by the Engineer, or in the event of the claim having a continuing effect:

- (a) fails to submit monthly interim claims; or
- (b) fails to submit a final claim within the 28 days after the end of the effects resulting from the event or circumstance.”

*In the 1<sup>st</sup> sentence in the 6<sup>th</sup> paragraph, add “fully detailed” before the wording “claim or any further particulars...”.*

*Insert the following after the 6<sup>th</sup> paragraph:*

“If the Engineer does not respond within the timeframe defined in this Sub-Clause, the claim is deemed to be disapproved by the Engineer. If a Party wants to dispute the Engineer’s approval or disapproval, the Party shall notify the other Party of its intention to dispute within 56 days after the timeframe has expired. If the other Party is not notified within the required period or within such other period as may be proposed by the one Party and approved by the other Party, the Parties shall be deemed to have agreed with the Engineer’s approval or disapproval and the Parties shall have no further claim regarding the same event or circumstance.”

*Insert the following as the beginning of the 8th paragraph:*

“Within the period of 42 days defined in the 6<sup>th</sup> paragraph or within such other period as may be proposed by the Engineer and approved by the Contractor, .....

## **20.2 Appointment of the Dispute Adjudication Board**

*In the 2<sup>nd</sup> paragraph, replace the full stop at the end of the 1<sup>st</sup> sentence with a comma and add the following:*

“, each of whom shall be fluent in the language for communication defined in the Contract and shall comply to the requirements as Stated in the Appendix to Tender.”

## **20.3 Failure to Agree Dispute Adjudication Board**

*In the 1<sup>st</sup> paragraph under b), insert a comma after the trailing bracket and insert the following:*

“...), or fails to approve a member nominated by the other Party,”

## **20.4 Obtaining Dispute Adjudication Board’s Decision**

*Add the following three new paragraphs before the 1<sup>st</sup> paragraph:*

“If the Parties so agree, and there is a standing DAB, they may jointly request (in writing, with a copy to the Engineer) the DAB to provide assistance and/or informally discuss and attempt to resolve any issue or disagreement that may have arisen between them during the performance of the Contract. If the DAB becomes aware of an issue or disagreement, it may invite the Parties to make such a joint request.

Such joint request may be made at any time, except during the period that the Engineer is carrying out his/her duties under Sub-Clause 3.5 [ *Determination*] on the matter at issue or in disagreement unless the Parties agree otherwise.

Such informal assistance may take place during any meeting, site visit or otherwise. However, unless the Parties agree otherwise, both Parties shall be present at such discussions. The Parties are not bound to act on any advice given during such informal meetings, and the DAB shall not be bound in any future dispute resolution process, or decision by any views or advice given during the informal assistance, whether provided orally or in writing.”

*Add the following after the 1<sup>st</sup> paragraph:*

“If a Party wants to dispute the Engineer’s Determination given in accordance with Sub-Clause 3.5 [Determinations], the Party shall notify the other Party of its intention to dispute within 56 days of the Engineer’s Determination. If the other Party is not notified within this period or within such other period as may be proposed by the one Party and approved by the other Party, the Parties shall be deemed to have agreed with the Engineer’s Determination and the Parties have no further right to dispute the Determination.

If there is a DAB appointed, the dispute details and supporting information shall be submitted to the DAB within 84 days after the Engineer has made the Determination. If the dispute details and supporting information is not submitted within this period or within such other period as may be proposed by the one Party and approved by the other Party, it shall be deemed that the DAB gave a decision supporting the Engineer’s Determination.

If there is no DAB appointed, the Parties shall proceed to appoint a DAB in terms of Sub-Clause 20.2 [Appointment of the Dispute Adjudication Board]. The dispute details and supporting information shall be submitted to the DAB within 56 days after the DAB is appointed. If the dispute details and supporting information is not submitted within this period or within such other period as may be proposed by the one Party and approved by the other Party, it shall be deemed that the DAB gave a decision supporting the Engineer’s Determination.”

*In the 1<sup>st</sup> sentence of the 4<sup>th</sup> paragraph, after “84 days after receiving such reference”, add the following:*

“or for disputes on the Engineer’s Determination, after receiving full details and supporting information,”

## **20.5 Amicable Settlement**

*In the 1<sup>st</sup> and 2<sup>nd</sup> sentence, replace the word “arbitration” with “litigation”*

## **20.6 Arbitration**

*Replace this Sub-Clause with the following:*

### **“20.6 Litigation**

Unless settled amicably, any dispute in respect of which the DAB’s decision (if any) has not become final and binding shall be settled by litigation in the High Court having jurisdiction over the dispute.

Unless otherwise agreed by both Parties:

- (a) nothing herein contained shall deprive the Contractor of the right to institute immediate court proceedings in respect of failure by the Employer to pay the amount of a payment certificate on its due date or to refund any amount of retention money on its due date for refund,
- (b) nothing shall disqualify the Engineer from being called as a witness and giving evidence before the court on any matter whatsoever relevant to the dispute concerned, and
- (c) the court shall have full power to open up, review and revise any determination, decision, order, instruction, certificate or valuation of the Engineer, and any decision of the DAB, relevant to the dispute.”

## **20.7 Failure to comply with Dispute Adjudication Boards’ Decision**

*Replace “arbitration” in the last paragraph with “litigation”*

## **20.8 Expiry of Dispute Adjudication Board’s Appointment**

*Replace “arbitration” in subparagraph (b) with “litigation”*

## **APPENDIX General Conditions of Dispute Adjudication Agreement**

*Add the following as a 1<sup>st</sup> paragraph:*

“The “Dispute Adjudication Agreement” shall be in the form of the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, and the Conditions of the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, shall apply.”

## **Annex PROCEDURAL RULES**

*Add the following as a 1<sup>st</sup> paragraph:*

“The Procedural Rules as contained in the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, shall apply.”

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

**Notes to tenderer:**

- 1. This form is the equivalent of the Appendix to Tender as defined in Sub-Clause 1.1.1.9 of the FIDIC Conditions of Contract.**
- 2. Clause numbers (Cl. No.) refer to the FIDIC Conditions of Contract. The prefix A refers to an amendment to these conditions.**

<b><u>Item</u></b>	<b><u>Clause No</u></b>	<b><u>Data</u></b>
Employer	1.1.2.2	<p>means the South African National Roads Agency SOC Limited instituted in terms of the South African National Roads Agency Limited and National Roads Act (Act No. 7 of 1998) or a person delegated by the South African National Roads Agency SOC Limited to act on its behalf.</p> <p>The Employer's address is:                      The South African National Roads Agency SOC Limited                      48 Tambotie Avenue                      Val De Grace                      Pretoria, 0184</p>
Engineer	1.1.2.4	<p>means</p> <p>Details: TBA</p> <p>The engineer's address to be used for this contract is:</p> <p><i>Physical address:</i> TBA</p> <p><i>Postal address:</i> TBA</p> <p><i>Email address:</i> TBA</p>
Time for Completion	1.1.3.3.	Sixty three (63) months maximum (including the contractor's holidays in December and January), of which three(3) months maximum will be the Mobilisation Period
Defects for notification period	1.1.3.7	12 calendar months
Mobilisation Period	A1.1.3.10	Three (3) months maximum commencing on the Commencement Date.
Communications	1.3	<p>The addresses for communication between the parties shall be:</p> <p>Employer:                      Physical address:</p> <p>58 Van Eck Place                      Mkondeni                      Pietermaritzburg                      3201</p> <p>Postal address:</p>

PO Box 100410  
Scottsville  
3209

Email address: sanralbid@dbsa.org

Law and Language	1.4	The law governing this Contract is South African law.
Access to the site	2.1	As stated in the Form of Acceptance
Performance Security	A4.2	One Performance Security totalling 10% of the Accepted Contract Amount (excluding VAT) is required.
Contractor's Representative	4.3	<p>The Construction Manager (shall be; employed full time on the Works, the single point accountability and responsible for the management of the construction works and shall be registered with ECSA as PrEng or PrTechEng or similar international registration, with minimum experience of 15 years.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager in accordance with Clause 4.3 of the Conditions of Contract.</p>
Subcontractors and suppliers	A4.4	The percentage of the contract value that may be sublet shall not exceed 50% if the Targeted Enterprises subletting target is equal or less than 30% and not exceed 70% if the Targeted Enterprises subletting target is more than 30%.
Contract Requirements for Nominated Subcontractors if applicable	A5.5	As per the FIDIC Conditions of Subcontract for Construction
Rates of Wages and Conditions of Labour	A6.2	The Contractor and his Subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) and rates for wages and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry shall apply to the Contractor and all his Subcontractors except where a specific industry publishes its own wage rates and conditions of labour
Special non-working hours/days	A6.5	<p>(a) All designated public holidays (including all foreseeable statutory declared election days)</p> <p>(b) The annual shut-down period between December and January</p> <p>(c) Thursday before and Tuesday after Easter Weekend</p> <p>(d) Day before opening of State school term and last day of School Term and First day of School Holidays</p> <p>(e) Other non-working days and restricted working hours specified in section B1200</p> <p>(f) Sundays</p>

		(g) Week ends of the Comrades Marathon, and Amashova cycle event including the Friday and Monday
Contractor's Personnel	A6.9	The Contractor shall provide the key personnel (as indicated in form C1.2.3 - Appendix to Tender: Contract Data – Information Provided by the Tenderer).  Where the key personnel are no longer available to undertake the necessary work after the award of the contract, the Contractor shall within a period of 14 working days replace the key personnel stated in the Appendix to Tender with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.
Commencement Date	A8.1	As stated in the Form of Acceptance
Period in which Works must commence	A8.1	Not prior to the date of Access to Site and not later than three (3) Months after the Commencement Date
Programme submission	A8.3	One paper copy and one electronic copy
Date(s) of access	A8.3(b)	As per clause 2.1 Access to site
Special non-working days	A8.3(h)	As per clause 6.5 Working hours
Restricted working conditions	A8.3(m)	Accommodation of traffic restrictions as specified in B1204 and B1504
Extension of time for completion	A8.4	An exceptional adverse climatic condition shall be considered where the return period of the climatic condition exceed a return period of 1:25.
Delay damages	A8.7(a)	Delay Damages – R.150 000.00 /day
Other Non-compliance Charges	A8.7(b)	Other Non-compliance charges: i. Lane occupation levy – R20 000.00 /hour ii. Accommodation of traffic non-compliance as specified in B1502(l): (i) Occurrence – R20 000.00/number (ii) Time delay – R2000.00/hour iii. Overloading – 2 x Unit Rate of material hauled x overload factor x distance hauled as specified in clause B1235 in the Scope of Works iv. Contract Participation Targets – Calculated as per D1003(e) v. Contract Skills Development Goal – Calculated as per D1010 vi. Subcontracting without disclosure or non-compliance to Subcontract agreement requirements – up to 10% of the Sub-Contract Price vii. Layer irregularities (i) Asphalt – quantity/100m x unit rate x payment adjustment factor (ii) Concrete – quantity/100m x unit rate x payment adjustment factor

(iii) Base – quantity/100m x unit rate x payment adjustment factor

Evaluation	A12.3	The term “fixed rate item” shall apply to all items of work listed in the Pricing Schedule (Including agreed items of work listed in Works Authorisations).
Daywork allowances	13.6	Not required (Dayworks provided for in the pricing schedule)
Special materials	A13.8	Bitumen binder extracted from petroleum based products and used on site. Including that used in asphalt, irrespective of whether it is produced and/or placed by the contractor or an approved sub-contractor.
Adjustments for Changes in Cost	A13.8	Statistical Releases published by Statistics South Africa

Base date for this contract is 28 days prior to the closing date of tender

TABLE OF ADJUSTMENT DATA

x=	0.15
a=	Road Works 0,2 Structural Works 0,35 Electrical Works 0,2
L=	“Labour Index” and shall be the price index for “Consumer Price Index” for the KwaZulu Natal Province, as published in the Statistical Release P0141, Table A, of Statistics South Africa.
b=	Road Works 0,4 Structural Works 0,45 Electrical Works 0,1
E=	“Equipment Index” and shall be the price index for “Plant and Equipment”, as published in the Statistical Release P0151.1, Table 4, of Statistics South Africa.

c=	Road Works	0,25
	Structural Works	0,15
M=	“Materials Index” and shall be the price index for the “Civil Engineering Material” product Roads, General (excl. Bitumen), as published in the Statistical Release P0151.1, Table 6, of Statistics South Africa.	
C=	Electrical Works	0,6
M=	“Materials Index” and shall be the price index for the “Electrical engineering” product as published in the Statistical Release P0151.1, Table 5, of Statistics South Africa.	
d=	Road Works	0,15
	Structural Works	0,05
	Electrical Works	0,1
F=	“Fuel Index” and shall be the price index for “Coal and Petroleum Products”, for “Diesel”, as published in the Statistical Release P0142.1, Table 1, of Statistics South Africa.	

Retention money:		
- Percentage	A14.3(c)	10% of value of completed work
- Limit	A14.3(c)	R ..175 000 000.00....
- Guarantee	A14.3(c)	This will be considered provided that the tenderer submits his proposal as an alternative tender indicating what discount he proposes to give
Minimum amount of interim payment certificate	A14.6	R 20 000 000.00. excluding payments during the Mobilisation Period
Time period for submission of evidence of insurance and copies of insurance	18.1	As stated in the Form of Acceptance
Minimum Insurance cover for Injury to persons and Damage to Property (for each claim)	18.3	R20,000,000.00 for each and every claim
Appointment of DAB	A 20.2	The DAB shall comprise of three (3) Members and its appointment to be not later than 60 days after the Commencement Date. The minimum requirements for the DAB members are as follows:  <u>For a 3 Member DAB:</u> Chairperson to preferably be a Senior Counsel with more than 10 years' experience in commercial and contract law. Two Members to be a Pr.Eng with more than 20 years' experience in the type of construction involved in the Works.

Appointment (if not agreed) to be made by	A 20.3	The President of SAICE or a person appointed by the SAICE President
Payment calculation for Extension of Time for Inclement Weather	B1215	In calculations of payment for approved extensions of time granted in terms of Clause B1215 of Part C3: Scope of works, payment will be made for working days only utilising the applicable payment items for which the unit of measurement is "month" but excluding payment items with negative rates and non-applicable payment items such as payitem B13.01(j).: B13.01(c), (d), (f), (g) & (h) 14.08(a)(ii), (b)(ii), (c) & (d)(ii) B14.10 B15.16(a) & (b) B15.21 B15.22(a)
Environmental Management Plan (EMPI)	C1004(d)	DEO means: Designated Environmental Officer <b>dedicated</b> to position and may not assume other duties.
Target Area(s)	D1002.01(p)	For Targeted Labour: eThekweni Metropolitan Municipality Within a radius of 10km from centre point of EB Cloete Interchange

Targeted Labour	D1002.01(u)	Target Group for Targeted Labour: a. black designated groups; b. black people; c. black women; d. people with disabilities
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Contract Participation Goals (CPG)	D1003.04	
Targeted Labour of which minimum contributions by the following Target Groups:		Minimum of 8% of the Final Contract Value by the end of the contract to Targeted Labour
a. black designated groups;		
(i) Black people who are youth		30% of targeted labour value
(ii) Black people who are persons with disabilities		0,5% of targeted labour value
b. Black women;		30% of targeted labour value
		The Final Contract Value include the value of scheduled work and extra work but exclude Community Development work and any Contract Price Adjustment and adjustments for reduced payments, Rise and Fall, Retention Money, Penalties and VAT
Targeted Enterprise		Minimum of 30% of the Final Contract Value by the end of the contract to Targeted Enterprises
		The Final Contract Value include the value of scheduled work and extra work but exclude Community Development work and any Contract Price Adjustment and adjustments for

reduced payments, Rise and Fall, Retention Money, Penalties and VAT

of which minimum contribution by the following Target Groups:

- |      |   |   |
|------|---|---|
| i)   | Targeted Enterprise with ≥51% ownership by Youth                                | Minimum of 5% of the Final Contract Value   |
| ii)  | Targeted Enterprise with ≥51% ownership by Women                                | Minimum of 5% of the Final Contract Value   |
| iii) | Targeted Enterprise with ≥51% ownership by Military veterans                    | Minimum of 1% of the Final Contract Value   |
| iv)  | Targeted Enterprise with ≥51% ownership by Disabled persons (Differently abled) | Minimum of 0,5% of the Final Contract Value |
| v)   | Targeted Enterprise with CIDB 1 or 2 grading                                    | Minimum of 1% of the Final Contract Value   |
| vi)  | Targeted Enterprise with CIDB 3 or 4 grading                                    | Minimum of 1% of the Final Contract Value   |

The Final Contract Value include the value of scheduled work and extra work but exclude Community Development work and any Contract Price Adjustment and adjustments for reduced payments, Rise and Fall, Retention Money, Penalties and VAT.”

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

**CONTRACT SANRAL N.002-250-2024/1  
FOR CAPACITY IMPROVEMENTS TO THE EB CLOETE INTERCHANGE (km 17,21) ON  
NATIONAL ROUTE 2 SECTION 25**

**Note to tenderer:**

**This form is the equivalent of the Appendix to Tender as defined in Sub-Clause 1.1.1.9 of the FIDIC Conditions of Contract**

**1. FIDIC CONDITIONS OF CONTRACT**

**1.a Clause 1.3: Communications**

The Contractor is .....

Physical Address: .....

.....

Telephone: .....

Facsimile: .....

Email: .....

**1.b Clause 4.3: Contractor's representative**

The authorised and designated representative of the Contractor is:

Name: .....

**1.c Clause A6.9: Contractor's Personnel**

The Contracts Director of the Contractor is:

Name: .....

Professional Registration: .....

The Contracts Manager of the Contractor is:

Name: .....

Professional Registration: .....

The Construction Manager of the Contractor is:

Name: .....

Professional Registration: .....

The Temporary Work and Erection Design Manager is:

Name: .....

Professional Registration: .....

**2. OTHER CONTRACT INFORMATION**

- 2.a .....
- 2.b .....
- 2.c .....
- 2.d .....
- 2.e .....

**3. INFORMATION REQUIRED FOR THE PUBLICATION OF TENDER RESULTS AS PER NATIONAL TREASURY NOTE**

Name of Directors	Appointment Date	Designation

SIGNED BY TENDERER: .....

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

C2.1.2 The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC Sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000kg)
W/day	=	Work day

C2.1.3 For the purpose of the Pricing Schedule, the following words shall have the meanings assigned to them:

Unit:	The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Road Authorities (1998 edition).
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work 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.
Prime cost:	Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services. Any percentage adjustment or lump sum mark-up against the Prime cost for handling fee, profits, etc. shall not be negative.

Provisional Sum: Means a sum (if any) which is specified in the contract as a provisional sum, for the execution of any part of the works or the supply of plant, materials or services under sub-clause 13.5 (Provisional sums). Any percentage adjustment or lump sum mark-up against the Provisional Sum for handling fee, profits, etc. shall not be negative.

- C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- C2.1.5 It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) for information standards)
- C2.1.6 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out. Contractor shall submit to the Engineer within 28 days after the Commencement Date a full breakdown of all rates. The rates are to be clearly referenced to the relevant payitem numbers, with each rate broken down into its labour, materials, plant, fuel, overhead charges and profit components.
- C2.1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.1.8 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.9 The quantities set out in the Pricing Schedule are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule.
- C2.1.10 Reasonable compensation will be received where no payitem appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other payitem.
- C2.1.11 The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Road Authorities (1998 edition)
- C2.1.13 The pricing schedules are provided electronically. A printout of the entire completed pricing schedule must be signed and scanned and saved in .pdf format, attached to the tender as well as and an electronic copy of the priced pricing schedule must be saved in Excel format. In the event of any discrepancy between the signed .pdf copy, and the electronically submitted copy in Excel format, the tender rates in the signed .pdf copy will govern. The item numbers and description of the .pdf document will govern. For all addenda issued relating to the pricing schedule, the item numbers, description and quantities of the issued document will govern.

**C2.2 PRICING SCHEDULE (INCORPORATING SBD3)**

SIGNED BY TENDERER .....