



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.002-201-2016/1ENV

FOR

**INDEPENDENT PROJECT ENVIRONMENTAL
MANAGER FOR THE CONSTRUCTION OF THE N2
WILD COAST TOLL HIGHWAY**

TENDER DOCUMENT

BASE DATE

FEBRUARY 2022

TENDER DOCUMENT

VOLUME 1 of 1



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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FOR:

**INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE
CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY**

THIS DOCUMENT COMPILED BY:

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PART T1: TENDERING PROCEDURES

PART T1: TENDERING PROCEDURES

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY

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

CLOSING DATE (AT 11:00) Friday 18th March 2022

The South African National Roads Agency SOC limited, invites tenders for the provision of Project Environmental Management Services for the N2 Wild Coast project between Ndwalane and the Mtanvuna River. This project is in the province of Eastern Cape and in the district municipality of *O.R Tambo and Alfred Nzo and consists of nine (9) primary design packages each with a main works construction contract and one or more additional contracts*. One primary contract is already under construction, three primary contracts, three secondary contracts and five hard rock crushing Contracts are in are in adjudication phase and the remaining tenders will be rolled out over the following 12-18 months, followed by construction monitoring of up to 52 months.

Only tenderers with a B-BBEE contributor status level of 1, 2, 3 or 4, meet the minimum requirements for the key persons and who are registered on the National Treasury Central Supplier Database at the tender closing date as stipulated in Clause C.2.1, are eligible to tender

It is a requirement of this project that the tenderer sub-contract a minimum of thirty percent (30%) (of the work by the end of the contract to Targeted Enterprise(s) as defined in the Contract Data.

Joint Ventures (JV) will be allowed on condition that 1 (one) JV partner is a Targeted Enterprise. The JV partner will, however, not contribute to the sub-contract target for Targeted Enterprises (if applicable)

Only tenderers whose Key Persons have an appropriate NQF level 8 (Honours or equivalent) qualification, are registered as a Pr.Nat.Sci or EAP and have at least fifteen (15) years of practical experience as an environmental assessment practitioner are eligible to submit tenders.

TENDER DOCUMENTS

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

Tenderers must submit, via email, the duly completed Form A1.1 Certificate of Intention to Submit a Tender within seven (7) days from the tender advertisement date i.e. by or on 25 February 2022 Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive.

TENDERER'S MEETING

A non-compulsory clarification briefing meeting will be held via a virtual platform on Tuesday 01 March 2022 at 11h00 where the project will be presented. A link to the clarification briefing meeting will be sent to tenderers who complete and submit a Certificate of Intention to Submit a Tender (Form A1.1). Queries may be emailed to ProcurementSR3@sanral.co.za

COMPLETION AND DELIVERY OF TENDERS

The closing time for receipt of tenders is 11:00 on Friday 18th March 2022

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

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

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

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

NameProcurement Office

Tel: No.041 398 3200

e-mail:.....ProcurementSR3@sanral.co.za

T1.2 CONDITIONS OF TENDER

Note to tenderer:

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

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

SABS Standards Division

1 Dr Lategan Road

Groenkloof

or

Private Bag X191

Pretoria

0001

Tel: +27 12 428 7911

Fax: +27 12 344 1568

website: www.sabs.co.za.

T1.3 TENDER DATA

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

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

Clause Number	Tender Data
2.1	Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule.
2.7	Wherever reference is made in the documentation to Service Provider it shall also mean the Engineering Consultant.
3.1	The developer is The South African National Road Agency SOC Limited (SANRAL). SANRAL's <i>domicilium citandi et executandi</i> (permanent physical business address) is: 48 Tambotie Avenue VAL DE GRACE, Pretoria, 0184
3.2	The tender documents issued by SANRAL will be in electronic format (Flash drive, printed and bound hard copy) and comprise the following: Part T1: Tendering Procedures • T1.1 Tender Notice and Invitation to Tender • T1.2 Standard and Special Conditions of Tender • T1.3 Tender Data Part T2: Returnable Schedules • T2.1 List of Returnable Documents • T2.2 Tender Schedules Part C1: Agreements and Contract Data • C1.1 Form of Offer and Acceptance • C1.2 Contract Data • C1.3 Other contract forms Part C2: Pricing Data • C2.1 Pricing instructions • C2.2 Pricing Schedules / Bills of Quantities Part C3: Scope of Works • C3 Scope of Works

	Part C4: Site Information • C4 Site Information Part C5: Annexure
3.4	SANRAL's contact person is: Procurement Office They can be contacted at: 20 Shoreward Drive Baywest Gqeberha 6024 Telephone number: 041 398 3200 Email: ProcurementSR3@sanral.co.za The language for communications is English.
3.5	The tender process may be cancelled if: - Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation; - Funds are no longer available to cover the total envisaged expenditure; - No acceptable tender is received; or - There is a material irregularity in the tender process The period of 6 (six) months is not applicable.
4.1.1	Only those tenderers who satisfy the following criteria are eligible to submit tenders: (a) Key person/s The Key persons required for this project are the Project Environmental Manager and an alternative. Both Key persons must: - Be in possession of an NQF Level 8 in Natural Sciences - Have a minimum of 15 years of practical experience conducting environmental impact assessments and/or environmental audits (Form B1 must be completed and copy of certificate provided); - Be registered with the Environmental Division of South African Council of Natural Science Professions (SACNASP) as a professional natural scientist and/ or with the Environmental Assessment Practitioner's Association of South Africa (EAPASA) as an Environmental Assessment Practitioner (EAP) (Form B2 must be completed, and proof provided); (b) Registered on National Treasury Central Supplier Database. Tenderers, or in the event of a Joint Venture, each member of the Joint Venture, shall be registered on the National Treasury Central Supplier

	Database at the closing date for tender submissions. If not registered as verified online at tender closing, the tender will be declared non-responsive. (c) Criteria for preferential procurement: Tenderers that have a B-BBEE contributor status level of 1, 2, 3 or 4 are eligible to tender. Tenderers shall submit a valid B-BBEE certificate or a sworn affidavit in compliance with Tender Data 5.11.8 as proof of eligibility. Failure to satisfy the above eligibility criteria will result in a non-responsive tender.
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
4.7	A non-compulsory clarification briefing meeting will be held via a virtual platform on Tuesday 01 March 2022 at 11h00 where the project will be presented. A link to the clarification briefing meeting will be sent to tenderers who complete and submit a Certificate of Intention to Submit a Tender (Form A1.1)..
4.8	Request clarifications at least 7 (seven) working days before the closing date.
4.9	No insurance is provided by SANRAL.
4.10	Tenderers are required to state the rates and currencies in Rand. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be considered in the evaluation of tenders.
4.10	All rates and/or sums tendered shall not be negative.
4.12.	Submit only one (1) offer for the full service. No alternative offers shall be accepted.
4.13.1	If a tenderer, including key persons, a joint venture partner or a Targeted Enterprise, submits or participates in more than one tender for the same project, then all such tenders shall be disqualified.
4.13.1	The returnable documents shall be electronically completed in their entirety, submitted on the issued software format or fully compatible format, unless otherwise specified. Wherever it is a requirement that the tenderer must provide hours to match the price tendered and failed to do so, such imbalance cannot be corrected and will be declared non-responsive
4.13.1	Submit the tender offer on a flash drive and printed and bound hard copy.

4.13.4	The tenderer is required to submit all certificates as listed in the List of Returnable Schedules as scanned copies, in .pdf format onto a flash drive, printed and bound hard copy.
4.13.5	Wherever reference is made in the tender documentation for non-financial proposal it shall also mean technical proposal.
4.13.5	Submit only the signed original tender offer.
4.13.5	A one-envelope procedure will apply.
4.15	The address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: SANRAL Southern Region Reception Physical address: 20 Shoreward Drive Baywest (Opposite Baywest Mall Entrance 4a) Gqeberha 6024 Identification details: Place the signed original tender offer in a package marked: TENDER CONTRACT SANRAL N.002-201-2016/1ENV : INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY <i>Tenderer's authorised representative's name.....</i> <i>Tenderer's postal address.....</i> <i>Tenderer's contact details.....</i> Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the relevant address. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the tenders received register.
4.15	The closing time for submission of tender offers is 11:00 on Friday 18 th March 2022.
4.16.1	The tender offer validity period is 180 days.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: (a) withdraws his tender; (b) gives notice of his inability to execute the contract in terms of his tender; or (c) fails to comply with a request made in terms of 4.17, 4.18, 5.9 or 5.13;

	such tenderer shall be barred from tendering on any of the <i>SANRAL</i> 's tenders for a period to be determined by <i>SANRAL</i> , but not less than 6 (six) months from a date determined by the <i>SANRAL</i> . This sanction also applies to tenders under evaluation and not yet awarded. This sanction does not apply to tenders under evaluation where a request for extension for the validity period was not accepted by the tenderer. <i>SANRAL</i> may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.17	Any clarification requested under this clause must be provided within two (2) working days of date of request. Where required during tender evaluation, <i>SANRAL</i> shall seek clarification from tenderers. No change in the competitive position of tenderers or substance of the tender offer is sought, offered or permitted.
4.18	Any additional information requested under the clause must be provided within 5 (five) working days of date of request.
5.1	<i>SANRAL</i> shall respond to clarifications received up to 7 (seven) working days before tender closing date.
5.2	<i>SANRAL</i> shall issue addenda until 5 (five) working days before tender closing date.
5.5	Opening of tender submissions The time for opening of the tender via live streaming is: Time: 11h30 on Friday 18 th March 2022 Location: <i>SANRAL</i> Southern Region Office and via MS Teams. The link for the opening of the tenders via live streaming shall be communicated to all tenderers who submit Form A1.1
5.7	Prior to disqualification, <i>SANRAL</i> shall inform the tenderer and give the tenderer an opportunity to make representations within fourteen (14) days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years. In the event of disqualification, <i>SANRAL</i> may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, <i>SANRAL</i> shall inform the National Treasury in writing.
5.8	Test for responsiveness

	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. 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. A tender shall be cancelled in the event that there has be no responsive tenderer received and the cancellation shall also be as a result of any material irregularity that may occur during tendering process
5.9	Arithmetical errors, omissions, discrepancies and imbalanced unit rates Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern. Check responsive tender offers for: (a) the gross misplacement of the decimal point in any unit rate; (b) omissions made in completing the Pricing Schedule or Bills of Quantities; or (c) arithmetic errors in: (i) line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or (ii) the summation of the prices; (d) imbalanced unit rates. Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers. Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows: (a) if Bills of Quantities or Pricing Schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.

	(b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. (c) Where the unit rates are imbalanced, adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.
5.10	Where required during tender evaluation, SANRAL shall seek clarification from tenderers. No change in the competitive position of tenderers or substance of the tender offer is sought, offered or permitted. Any response to the clarification requested under this clause must be provided within two (2) working days of date of request.
5.11.1	The procedure for the evaluation of responsive tenders is Method 3. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for preference. If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.
5.11.7	The value of W_1 is: 1. 90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R50 000 000.00; or 2. 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00. The value of A will be calculated utilising the following formula: $A = (1 - (P - P_m) / P_m)$ Where: P is the comparative offer of the tender offer under consideration; and P_m is the comparative offer of the most favourable comparative offer.

	In the event that the calculated value is negative, the allocated score shall be 0 (zero).															
5.11.8	Up to 100 minus W₁ tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003 as amended in Act 46 of 2013) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below: <table><tr><th>B-BBEE Status Level of contributor</th><th>Number of Points for financial value up to and including R50 000 000</th><th>Number of Points for financial value above R50 000 000</th></tr><tr><td>1</td><td>20</td><td>10</td></tr><tr><td>2</td><td>18</td><td>9</td></tr><tr><td>3</td><td>14</td><td>6</td></tr><tr><td>4</td><td>12</td><td>5</td></tr></table> Eligibility for preference points is subject to the following conditions: a) A tenderers' scorecard shall be a 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 a sub-sector (e.g. Contractor or BEP) the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes. published in Notice 931 of Government Gazette No 41287 on 1 December 2017 by the Department of Trade and Industry. b) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form D1; and c) The certificate shall: (i) Be valid at the closing date; and (ii) Have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or (iii) Be in the form of a sworn affidavit (accompanied by financial statement or Management Accounts on the latest financial year) in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3.0 million, if issued in accordance with the amended Construction Sector Codes published in Notice 931 of	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
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														

	Government Gazette No 41287 on 1 December 2017 by the Department of Trade and Industry; and (iv) Have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15); and d) A valid B-BBEE Certificate must contain: (i) Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address. (ii) Value-Added Tax number, where applicable. (iii) 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. (iv) B-BBEE status with corresponding procurement recognition level. (v) Have a date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate; (vi) Financial period which was used to issue the B-BBEE Verification Certificate. e) A valid Sworn Affidavit must contain: (i) Name/s of deponent as they appear in the identity document and the identity number. (ii) Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit. (iii) Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address. (iv) Percentage black ownership, black female ownership and whether they fall within a designated group. (v) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts. (vi) Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. The valid format of the Financial Year-End is Day/Month/Year. (vii) B-BBEE status level. An enterprise can only have one status level. (viii) Date deponent signed and date of Commissioner of Oath must be the same. (ix) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. f) Compliance with any other information requested to be attached to Returnable Schedule Form D1; and g) In the event of an un-incorporated Joint Venture (JV), a valid project specific (SANRAL Project Number must be indicated on the Certificate) consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted; and h) If the tender documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the status level that the tenderer qualifies for, 0 (zero) points for preference will be awarded, unless the
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	intended sub-contractor is an EME that has the capability to execute the sub-contract.
5.13.	The conditions stated in clauses 5.13(a) to (f) of the Conditions of Tender as well as the following additional clauses 5.13(g) to (j) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 and as compelling and justifiable reasons in terms of Conditions of Tender clause 5.11: g) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and h) the tenderer has not abused SANRAL's supply chain management system; and i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect. j) SARS Tax compliance status Tenderers, or in the event of a Joint Venture, each member of the Joint Venture, shall be tax compliant. Tenderers who are not compliant or become non-compliant during the tender evaluation period, shall become compliant within 7 (seven) working days of the date of being notified. Tenders received from such tenderers who are not tax compliant within 7 (seven) working days of being notified, will not be considered. k) Compliance with Compensation for Occupational Injuries and Diseases Act (COIDA). Tenderers, or in the event of a Joint Venture, each member of the Joint Venture, shall be registered and in good standing with the compensation fund or with a licensed compensation insurer at the closing date for tender submissions. The licensed compensation insurer shall be approved by the Department of Labour in terms of Section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993). Tenders received from such tenderers who are not in good standing with the compensation fund at the closing date for tender submissions, will not be considered. In addition to the requirements under paragraph (b) of the Conditions of Tender, in the event that a due diligence is performed as part of the tender evaluation, the due diligence report will be used to evaluate the tenderer's ability to perform the contract as stated in sub-clause (b). The due diligence will evaluate the overall risk associated with the tender. The due diligence will take into consideration the following: Assessment of financial statements to assess the financial position of the tenderer and its ability to obtain the necessary guarantees or insurances;

	• Evaluation of managerial and technical ability and available resources in relation to the proposed tender; • Integrity risk evaluation; • Operations, activities, locations and key customers; • Reference checks from previous clients; and • Risk rating (i.e. high risk, medium to high risk, medium risk or low risk) of the tenderer.
5.16	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 5.19.
5.17	SANRAL will provide 1 (one) signed contract document to the Service Provider.
5.19	All requests from tenderers shall be in writing.
Additional conditions of tender clauses:	
3.7	Jurisdiction Unless stated otherwise in the Tender Data, each tenderer and SANRAL undertake to accept the jurisdiction of the law courts of the Republic of South Africa.

PART T2: RETURNABLE SCHEDULES

T2.1 LIST OF RETURNABLE SCHEDULES

Notes to tenderer:

- 1. Returnable schedules have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporates National Treasury requirements within them. Returnable schedules are separated into the following categories:**
 - i) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A, B, C and D).**
 - ii) A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1).**
- 2. Failure to fully complete the relevant returnable documents shall render such a tender offer to be declared non-responsive.**
- 3. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.**
- 4. Notwithstanding any check or audit conducted by or on behalf of SANRAL, 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 SANRAL has the discretionary right under contract condition 8.4 to terminate the contract.**

T.2.1 LIST OF RETURNABLE SCHEDULES

Notes to tenderer:

1. This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

The electronic format for the submission of the relevant forms is indicated in the schedule below.

FORM NO	ELEC-TRONIC FORMAT	FORM DESCRIPTION	INITIAL IF COM-PLETED
A1	PDF	CERTIFICATE OF CONFIRMATION THAT THE TENDERER READ THE PRESENTATION	*1
A1.1	PDF	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	*1
A2.1	PDF	CERTIFICATE OF AUTHORITY FOR SIGNATORY	*1
A2.2	PDF	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	*1 & *2
A2.3	PDF	CERTIFICATE OF SINGLE TENDER SUBMISSION	*1 & *2
A2.4	PDF	CERTIFICATE OF FRONTING PRACTICES	*1 & *2
A2.5	PDF	DECLARATION FORM – MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	*1 & *2
A2.6	PDF	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	*1 & *2
A2.7	PDF	DECLARATION OF INDEPENDENT TECHNOLOGY-BASED INTELLECTUAL SERVICE PROVIDER	*1 & *2
A3.1/ SBD4	PDF	COMPULSORY DECLARATION	*1 & *2
A3.2/ SBD9	PDF	CERTIFICATE OF INDEPENDENT TENDER	*1 & *2
A3.3/ SBD8	PDF	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	*1 & *2
A3.4	PDF	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	*1 & *2

A4	PDF	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	*1 & *2
A5	PDF	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	*1
A6/ SBD2	PDF	CERTIFICATES OF TAX COMPLIANCE STATUS	*1
A7	PDF	CERTIFICATE OF INSURANCE COVER	*1
A8	PDF	TENDERER'S BANK DETAILS	*1
A9	PDF	DECLARATION OF TENDERER'S LITIGATION HISTORY	*1
A10	PDF	SCHEDULE OF CURRENT COMMITMENTS	*1
A11	PDF	POSSIBLE COMMITMENTS OF KEY PERSON	*1
A12	PDF	CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993	*1
A13/ SBD1	PDF	SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	*1 & *2
B1	PDF	KEY PERSON'S TECHNICAL/MANAGERIAL RECORD	*1
B2	PDF	KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD	*1
B3	PDF	TENDERER'S PROJECT STRUCTURE	*1
B5	PDF	PRELIMINARY PROGRAMME (INCLUDING UNDERSTANDING AND APPROACH)	*1
B7	PDF	TARGETED ENTERPRISE/SUB-CONTRACTOR DETAILS AND DECLARATION	*1 & *2
B8	PDF	JOINT VENTURE AGREEMENT	*1 & *2
C1.1.1	PDF	FORM OF OFFER	*2 & *3
C1.2.3	PDF	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	*2
C2.2	PDF	PRICING SCHEDULE	*1 & *2 & *3
C2.3	PDF	SUMMARY OF PRICING SCHEDULE	*1, *2 & *3
D1	PDF	TENDERER'S B-BBEE VERIFICATION CERTIFICATE	*1, *2 & *3

NOTES:

*1 - SCHEDULES/DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

N2WCR PEM Tender 18Feb2022 Final N2WC PEM 1st Tier pro-forma EDMS#17567243. (BSC 35 – 6 December 2021)

T.2.2 RETURNABLE SCHEDULES

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FORM A1: CERTIFICATE OF CONFIRMATION THAT THE TENDERER READ THE PRESENTATION

CONTRACT SANRAL N.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY

Notes to Tenderer:

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

This is to certify that I,

in my capacity as

represent (insert name of tenderer)

of (address).....

.....
telephone number fax number

e-mail.....

read the tender presentation presented by the Employer online.

TENDERER'S REPRESENTATIVEDate
(Signature)

SANRAL'S REPRESENTATIVEDate
(Signature)

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

CONTRACT SANRAL N.002-201-2016/1ENV

Notes to Tenderer:

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

This is to certify that I,

.....

representative of (insert name of tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail

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

TENDERER'S REPRESENTATIVEDate
(Signature)

FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

CONTRACT SANRAL N.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY

Notes to tenderer:

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

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

Mr/Ms , whose signature appears below, has been duly authorised to sign all documents in connection with the tender for contract no.

SANRAL N.002-201-2016/1ENV : INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY

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.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL
HIGHWAY

Notes to tenderer:

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

I, the undersigned, declare:

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

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

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

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

Signed and sworn before me at on the day of

..... 20.....

.....
SIGNATURE

The deponent having:

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

.....

COMMISSIONER OF OATHS

FORM A2.3: CERTIFICATE OF SINGLE TENDER SUBMISSION

CONTRACT SANRAL N.002-201-2016/1ENV

Notes to tenderer:

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

DECLARATION

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

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

SIGNATURE:

DATE:

NAME:

POSITION:

CONTRACT SANRAL N.002-201-2016/1ENV**Fronting Practices**

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

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

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

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

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

Responsibility to Report Fronting

In order to effectively deal with the scourge of Fronting, verification agencies, and/or procurement officers and relevant decision makers are encouraged to obtain a signed declaration from the clients or entities that they verify or provide business opportunities to, which states that the client or entity understands and accepts that the verification agency, procurement officer or relevant decision maker may report Fronting practices to the DTI and B-BBEE Commissioner. Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to the DTI and B-BBEE Commissioner.

Fronting Indicators

• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
• The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
• The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;

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

DECLARATION

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

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

SIGNATURE:

DATE:

NAME:

POSITION:

CONTRACT SANRAL N.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY

Notes to Tenderer:

1. In line with a policy on the management of Prominent Influential Persons (PIP's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of or on behalf of SANRAL. This is done to mitigate SANRAL's perceived association, reputational, operational or legal risk, as it strives to foster and maintain fair and transparent business relations. (This policy is available on the SANRAL's website: www.nra.co.za)
2. It is compulsory that all prospective and existing tenderers conducting business with SANRAL, who potentially meet the definition of DPIP's, FPPO's or FIN's, complete this form by supplying credible information as required and submit together with their tender document.
3. Tenderers are required at the tender stage to declare any DPIP's, FPPO's or FIN's involved in their tenders, as part of their submission.
4. Further, that tenderers shall at the tender stage furnish SANRAL of all information relating to namely, shareholders names, identity numbers and share certificates of the individual and/or transaction concerned using the form below, for verification purposes, including where applicable, confirmation as it relates to:
 - i. Knowledge of any offence within the meaning of Chapter 2, Section 12 and 13 of Prevention and Combating of Corrupt Practices Act No 4 of 2006; and/or
 - ii. Knowledge of any offence within the meaning of Chapter 3 of Prevention of Organised Crime Act No 121 of 1998 as it relates to any of the shareholders, directors, owners and/or individual link to the tenderer.
5. Tenderers undertake that should it be discovered that the information provided in the table below is fraudulently or negligently misrepresented, then Chapter 9, Section 214 and 216 of Companies Act No 17 of 2008 shall apply to shareholders, directors, owners and/or individual link to the tenderer.
6. Should the tenderer fail to declare or supply SANRAL with credible information in the prescribed form, the tender may be rendered invalid.
7. Should SANRAL, in the process of conducting verification and investigation of information supplied by the tenderer find out that the information poses a reputational risk, the tender shall be rendered invalid.
8. The following definitions shall apply:
 - i. "Board" means the Board of Directors or the Accounting Authority
 - ii. "Business relationship" means the connection formed between SANRAL and external stakeholders for commercial purposes.
 - iii. "DD" means Due Diligence.
 - iv. "Domestic Prominent Influential Person" means an individual who holds an influential position, including in an acting position for a period exceeding 6 (six) months, or has held at any time in the preceding 12 (twelve) months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
 - v. "DPIP" means a Domestic Prominent Influential Person.
 - vi. "Family members and known close associates" means immediate family members and known close associates of a person in a foreign or domestic prominent position, as the case may be, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.

- vii. “Foreign Influential National” means an individual who is not a South African citizen or does not have a permanent residence permit issued in terms of the Immigration Act No 13 of 2002, who possesses personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
 - viii. “Foreign Prominent Public Official” means (as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017) an individual who holds or has held at any time in the preceding 12 (twelve) months, in any foreign country a prominent public function.
 - ix. “FPPO” means a Foreign Prominent Public Official.
 - x. “Improper influence” means personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
 - xi. “The Employer” means the South African National Roads Agency SOC Limited (SANRAL) with registration number 1998/009584/30.
 - xii. “Senior Management” means the Executive Committee or its individual members.
9. A separate declaration is required from each DPIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIP, FPPO and Fin from each of the Joint Venture (JV) members, is required.

Prominent Influential Persons (PIP’s) Reporting Form

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

7				
8				

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

Reporting Person/s:

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

DECLARATION / UNDERTAKING BY THE TENDERER

I, the undersigned, declare that:

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

Signature:

Name:

Position:

Date:

Name of Tenderer:.....

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

CONTRACT SANRAL N.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY

Notes to tenderer

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

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

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

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

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

.....
SIGNATURE

.....
DATE

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

CONTRACT SANRAL N.002-201-2016/1ENV

Notes to tenderer:

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

I, the undersigned, declare that the tenderer including the Targeted Enterprise(s) :

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

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

SIGNATURE

The deponent having:

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

.....
COMMISSIONER OF OATHS

CONTRACT SANRAL N.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY

Notes to tenderer:

- 1. Any legal person, including persons employed by the State, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:**
 - the tenderer is employed by the State; and/or
 - the legal person on whose behalf the tender document is signed, has a relationship with person/s who are involved in the evaluation and/or adjudication of the tender, or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the tender.
- 2. Definitions:**
 - 2.1 "State" means:**
 - a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - b) any municipality or municipal entity;
 - c) provincial legislature;
 - d) National Assembly or the National Council of Provinces; or
 - e) Parliament.
 - 2.2 "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.**
- 3. In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.**
- 4. 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, will be ultimately blacklisted.**

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY

Section 1: Enterprise details

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

Company / Close Corporation registration number	
---	--

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

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

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

[illegible]

Attach separate page if necessary

CONTRACT SANRAL N.002-201-2016/1ENV
INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD
COAST TOLL HIGHWAY

Section 6: Record in the service of the state:

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

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

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

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

Insert separate page if necessary

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

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

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

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

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

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

Insert separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity, including any of its joint venture partners, terminated during the past 5 (five) years for reasons other than such organ of state no longer requiring such works or said organ of state failing to make payment in terms of the contract?

☐ Yes ☐ No (tick appropriate box)

If yes, provide particulars:

Insert separate page if necessary

Section 9: Declaration

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

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

I, the undersigned certify that the information furnished in Form A3.1 above is correct. I accept that SANRAL may reject the tender or act against me in terms of 5.7 of the Conditions of Tender should this declaration prove to be false.	
..... Signature (duly authorised)	 Date
..... Position Name of Enterprise	
NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with SANRAL (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers SANRAL to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.	
NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment.	
NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.	
NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.	
NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.	
NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.	

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

CONTRACT SANRAL N.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY

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 declare 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.

Signature:

Date:

Name:

Position:

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

CONTRACT SANRAL N.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD
COAST TOLL HIGHWAY

Notes to tenderer:

1. **This declaration:**
 - (a) must form part of all tenders submitted. If the form is omitted or blank, the tender will be declared non-responsive.
 - (b) in the case of a joint venture (JV), must be completed and submitted by each member of the JV
2. This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be disregarded if that tenderer or any of its directors have –
 - (a) abused the institution's supply chain management system;
 - (b) committed fraud or any other improper conduct in relation to such system; or
 - (c) failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

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

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

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.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD
COAST TOLL HIGHWAY

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive (refer to Tender Data, Clause 4.1.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Service Provider:

Central Supplier Database Supplier Number:

Supplier Commodity:

Delivery Location:

FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

CONTRACT SANRAL N.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD
COAST TOLL HIGHWAY

PAGE	DESCRIPTION

SIGNED BY TENDERER:

FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

CONTRACT SANRAL N.002-201-2016/1ENV
INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD
COAST TOLL HIGHWAY

Notes to Tenderer:

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

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

SIGNED BY TENDERER:

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

CONTRACT SANRAL N.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD
COAST TOLL HIGHWAY

The Tenderer shall complete the declaration below.

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

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

.....
SIGNATURE

.....
DATE

FORM A7: CERTIFICATE OF INSURANCE COVER

CONTRACT SANRAL N.002-201-2016/1ENV
INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD
COAST TOLL HIGHWAY

Notes to tenderer:

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

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

- i) Name of Tenderer:.....
- ii) Period of Validity:
- iii) Value of Insurance:
 - Professional Indemnity (for each and every case)
Company:
Value:.....
 - General public liability
Company:
Value:.....
 - Third party liability
Company:
Value:.....

FORM A8: TENDERER'S BANK DETAILS

CONTRACT SANRAL N.002-201-2016/1ENV
INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD
COAST TOLL HIGHWAY

Notes to tenderer:

- 1. The tenderer's banking details as they appear below shall be completed.**
- 2. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.**

The tenderer shall provide the following:

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

FORM A9: DECLARATION OF TENDERER'S LITIGATION HISTORY

CONTRACT SANRAL SANRAL N.002-201-2016/1ENV

**INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD
COAST TOLL HIGHWAY**

Note to tenderer:

The tenderer 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.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

FORM A10: SCHEDULE OF CURRENT COMMITMENTS

CONTRACT SANRAL N.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY

Notes to tenderer:

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

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

FORM A11: POSSIBLE COMMITMENTS OF KEY PERSONS

CONTRACT SANRAL N.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY

Notes to tenderer:

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

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

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

CONTRACT SANRAL N.002-201-2016/1ENV
INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD
COAST TOLL HIGHWAY

Notes to tenderer:

- 1. Discovery that the tenderer has failed to make proper disclosure may result in the Service Provider terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**
- 2. The tenderer shall attach to this form evidence that he is registered and in good standing with the Compensation Fund in terms of Section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).**
- 3. The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 (thirty six) months preceding the date of the tender.**
- 4. In the event of a joint venture enterprise, all members shall comply with the above requirement.**

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED					
BID NUMBER:	SANRAL N.002-201-2016/1ENV	CLOSING DATE:	18 March 2022	CLOSING TIME:	11.00
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: SANRAL Southern Region Offices, 20 Shoreward Drive, Baywest Gqeberha					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO		
CONTACT PERSON	Procurement Office		CONTACT PERSON	Procurement Office	
TELEPHONE NO	041 398 3200		TELEPHONE NO	041 398 3200	
FACSIMILE NO			FACSIMILE NO		
E-MAIL ADDRESS	ProcurementSR3@sanral.co.za		E-MAIL ADDRESS	ProcurementSR3@sanral.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)				☐ Yes	☐ No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ Yes	☐ No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ Yes	☐ No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ Yes	☐ No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ Yes	☐ No
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.

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. THROUGH THE SARS WEBSITE, WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA/JOINT VENTURES/SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS/PIN/CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

(Proof of authority must be submitted, e.g. Company Resolution)

DATE:

FORM B1.1: KEY PERSON'S TECHNICAL/MANAGERIAL RECORD - PROJECT ENVIRONMENTAL MANAGER**Notes to Tenderer:**

If the Form is omitted or incomplete or proposed candidate does not meet the minimum experience, the tender will be declared non-responsive.

NAME	IDENTITY DOCUMENT NUMBER OR PASSPORT NUMBER OF NON-RSA RESIDENTS	POSITION IN TEAM

Technical/Managerial Experience

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

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

Comments:

Notes to tenderer:

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

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

FORM B1.2: KEY PERSON’S TECHNICAL/MANAGERIAL RECORD - PROJECT ENVIRONMENTAL MANAGER ALTERNATIVE

Notes to Tenderer:

If the Form is omitted or incomplete or proposed candidate does not meet the minimum experience, the tender will be declared non-responsive.

NAME	IDENTITY DOCUMENT NUMBER OR PASSPORT NUMBER OF NON-RSA RESIDENTS	POSITION IN TEAM

Technical/Managerial Experience

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

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

Comments:

Notes to tenderer:

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

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

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FORM B2.1:KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD - - PROJECT ENVIRONMENTAL MANAGER

Minimum Requirements:

- i. Be in possession of an NQF Level 8 in Natural Sciences
- ii. Have a minimum of 15 years of practical experience conducting environmental impact assessments and/or environmental audits
- iii. Be registered with the Environmental Division of South African Council of Natural Science Professions (SACNASP) as a professional natural scientist and/or with the Environmental Assessment Practitioner's Association of South Africa (EAPASA) as an Environmental Assessment Practitioner (EAP)

Notes to Tenderer:

- a) If the qualification and registration record are not submitted; or
- b) If the proposed key person does not have appropriate qualification; or
- c) If the proposed key person is not registered.
- d) Attach letter confirming permanent or contract employment / letter of consent.

The tender will be declared non-responsive.

Name of Key Person:

Registration with professional bodies

Professional registration body		
Level of registration		
Registration number		
Date of registration		

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

Comments:

FORM B2.2:KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD - - PROJECT ENVIRONMENTAL MANAGER ALTERNATIVE

Minimum Requirements:

- iv. Be in possession of an NQF Level 8 in Natural Sciences
- v. Have a minimum of 15 years of practical experience conducting environmental impact assessments and/or environmental audits
- vi. Be registered with the Environmental Division of South African Council of Natural Science Professions (SACNASP) as a professional natural scientist and/or with the Environmental Assessment Practitioner's Association of South Africa (EAPASA) as an Environmental Assessment Practitioner (EAP)

Notes to Tenderer:

- e) If the qualification and registration record are not submitted; or
- f) If the proposed key person does not have appropriate qualification; or
- g) If the proposed key person is not registered.
- h) Attach letter confirming permanent or contract employment / letter of consent.

The tender will be declared non-responsive.

Name of Key Person:

Registration with professional bodies

Professional registration body		
Level of registration		
Registration number		
Date of registration		

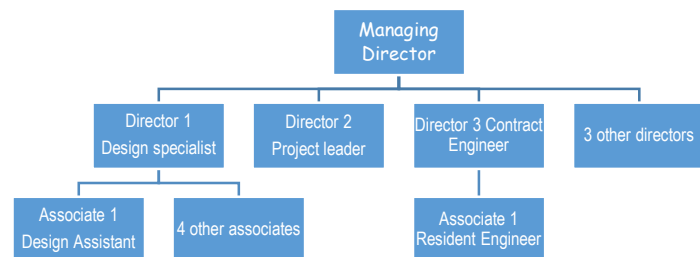
Highest qualification	Institution	Year graduated
Initial relevant Tertiary Qualification	Institution	Year graduated

Comments:

FORM B3: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

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



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

Notes to tenderer and candidate:

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

EAPASA = Environmental Assessment Practitioner Association of South Africa.

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

FORM B5: PRELIMINARY PROGRAMME

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

Notes to tenderer:

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

FORM B7: TARGETED ENTERPRISE/SUB-CONTRACTOR DETAILS AND DECLARATION

Notes to Service Provider:

1. Complete and sign a declaration for each and every Targeted Enterprise/Sub-contractor to be utilised.
2. When selecting a Targeted Enterprise/Sub-contractor, ensure that the following requirements are adhered to:
 - a) Compliance with the definition of a Targeted Enterprise as stated in the Conditions of Contract in Clause 1: Definitions.
 - b) Compliance with Treasury Regulations – refer to Clause 11.2 of Contract Data.
 - c) Targeted Enterprises from the Province in which the project is located must participate in a minimum of $\frac{1}{3}$ (one third) of the specified requirement for sub-letting in Clause 5.1.7 of Contract Price (excl. provisional & prime cost sums) but including provision for site staff salaries).
 - d) Compliance with Clause 4.13.1 of Tender Data with regards to a single tender submission.
 - e) Limiting the same Targeted Enterprise/Sub-contractor to participate in a maximum of 6 (six) concurrent projects with Service Provider and the Employer.

Name of Targeted Enterprise/Sub-contractor

Location of Head Office and other offices (if any)
(provide address)

Contact Numbers (provide telephone number(s) of above office(s))

B-BBEE status level of Targeted Enterprise/Sub-contractor (provide scorecard or sworn affidavit as proof)

State whether the Targeted Enterprise/Sub-contractor is an EME or QSE

% of Contract Price to be performed by this Targeted Enterprise/Sub-contractor

% of Contract Price (excl. provisional & prime cost sums) but including provision for site staff salaries to be performed by this Targeted Enterprise
(Attach breakdown of % to the applicable items)

Is the Targeted Enterprise a Consulting Engineering Firm as stated in the Conditions of Contract in Clause 1: Definitions?

Provide SARS Tax Reference Number
(Attach scanned copy of **current valid** Tax Clearance Certificate as proof or refer to Form C1.1.5)

If yes, provide names and professional registration numbers of all partners, members or directors	Name	Professional registration number

Comments:

I declare that the information furnished by me is to my knowledge true and correct in all respects. Any false declarations will constitute a breach of the contract and the relevant person(s) will be disqualified from any further tender related matters, or if it becomes evident during contract stage that false information has been included, the contract will be terminated with immediate effect.

DATE AND SIGNATURE BY TARGETED ENTERPRISE: _____

SIGNED ON BEHALF OF THE TENDERER: _____

FORM B8: JOINT VENTURE AGREEMENT

Note to Tenderer:

In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement

Notes to Tenderer:

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

- Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
 - Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. *The valid format of the Financial Year-End is Day/Month/Year*
 - B-BBEE status level. An enterprise can only have one status level.
 - Date deponent signed and date of Commissioner of Oath must be the same.
 - Commissioner of Oaths cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.
6. The attached Verification Certificate and the associated Assessment Report shall comply with the requirements of Tender Data, Clause 5.11.8 and shall identify:
- (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the Verification Certificate.
 - (e) A unique identification number.
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the B-BBEE Verification Agency.
 - (h) The scorecard (GENERIC, QSE, Exempt) against which the tenderer has been measured.
 - (i) The B-BBEE status level.
 - (j) The South African National Accreditation System (SANAS) logo on the Verification Certificate once verification agencies have been accredited.
 - (k) The B-BBEE procurement recognition level.
 - (l) The score achieved per B-BBEE element.
 - (m) The % black shareholding.
 - (n) The % black women shareholding.
 - (o) The % black persons with disabilities shareholding.
 - (p) The % black youth shareholding.
 - (q) the % black people living in rural or under-developed areas or townships shareholding.
 - (r) The % black military veterans shareholding.
 - (s) The value added status of the tenderer.
7. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected Verification Agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same Verification Agency and also attached to this form.
8. The tender will be declared non-responsive:
- (a) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; or
 - (b) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level (not applicable for 2 envelope system); or
 - (c) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; or
 - (d) If the tenderer submits a B-BBEE Certificate that is expired - but did claim preference points; or
 - (e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements (eg. not SANAS); or
 - (f) If the tenderer submits the Scorecard assessment report only; or

- (g) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which is not project specific; or**
- (h) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate does not have a contract description and / or a tender number; or**
- (i) If a tenderer only submits one B-BBEE certificate, where multiple tenders were issued by SANRAL; or**
- (j) If the BBEE certificate or Sworn Affidavit is not submitted or not valid.**
- (k) Sworn Affidavit; if**
 - i. EME (not start-up) submits a Sworn Affidavit with total revenue above R1.8 million (Consultants) or R3 million (contractors) instead of a B-BBEE Certificate; or**
 - ii. QSE submits Sworn Affidavit (consultants and contractors) instead of a B-BBEE Certificate**

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1: AGREEMENTS AND CONTRACT

CONTRACT SANRAL SANRAL N.002-201-2016/1ENV
INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD
COAST TOLL HIGHWAY

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Notes to tenderer

1. Should a tenderer wish to offer a different period of completion than that specified by the Employer, it shall be submitted as an alternative offer on a separate Form of Offer.
2. If more than one alternative tender is submitted each shall be numbered and submitted on a separate Form of Offer duly completed and signed.

C1.1 FORMS OF OFFER AND ACCEPTANCE
C1.1.1 FORM OF OFFER (INCORPORATING SDB7)

The South African National Road Agency SOC Limited (SANRAL)
48 Tambotie Avenue
VAL DE GRACE,
Pretoria,
0184

Sir,

CONTRACT SANRAL N.002-201-2016/1ENV
INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD
COAST TOLL HIGHWAY

I/we, by signing this part of the forms of offer and acceptance, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.

I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender and the conditions of contract identified in the contract data.

A. PRICE OFFERED

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM PART C2.3: PRICING SCHEDULE SUMMARY IS

.....

..... (in words)

(R..... in figures).

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

B. PREFERENCE CLAIMED

I/we claim the following B-BBEE contributor status level as per Returnable Schedule Form D1: Tenderer's B-BBEE Verification Certificate subject to Tender Data 5.11.8. In the event of any difference between the above stated status level and the Verification Certificate attached to Form D1, the Verification Certificate shall apply.

You may accept this offer by signing and returning to the tenderer one copy of the acceptance part of the forms of offer and acceptance before the end of the period of validity stated in the tender data,

(or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the Service Provider (who is the PEM) in the conditions of contract identified in the contract data.

Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A4: Schedule of Deviations or Qualifications by the tenderer and that it is made free from any collusion with, or influence from, any employee of SANRAL, the *Service Provider* or other tenderers, fraud, corruption and misrepresentation.

Yours faithfully,

SIGNATURE: .. DATE: ..

NAME (IN CAPITALS): ..

CAPACITY: ..

Date and minute reference of company resolution if different from returnable schedule Form A2:

Certificate of Authority for signature ..

NAME AND ADDRESS OF ORGANISATION: ..

.....

NAME AND SIGNATURE OF WITNESS:

SIGNATURE: .. DATE: ..

NAME (IN CAPITALS): ..

SIGNATURE: .. DATE: ..

NAME (IN CAPITALS): ..

Notes to tenderer:

1. If a tenderer submits an alternative offer, but
 - a) Permission was not granted, where applicable; or
 - b) Postulated offer is not submitted.

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

C1.1.2 FORM OF ACCEPTANCE (INCORPORATING SBD7)

FORM OF ACCEPTANCE

To **(Name of successful tenderer)**

Dear Sir,

CONTRACT NRA **(Insert contract number and the subservice and project title)**

ACCEPTANCE OF OFFER

1. It is our pleasure to inform you (*Service Provider to insert name*) that The South Africa National Roads Agency accepts your offer in the amount of R..... (i.e. including VAT but excluding CPA and any contingent sum not in the priced schedule).
2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.
3. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:

Part C1: Agreements and Contract Data (including this form of acceptance),

Part C2: Pricing Data,

Part C3: Scope of the Work and

Part C4: Site Information,

Part C5 : Annexures

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

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

- Completed Tax Compliance Permission Declaration which is attached hereto (Form C.1.1.6).
- Proof of registration on the Employer's Project Information Module (ITIS).
- Copy of the Joint Venture Agreement. **(Note to compiler: Delete if JV is not applicable)**

Failure to fulfil this obligation shall constitute a repudiation of this agreement. In addition to any other rights of remedy the Service Provider shall, if (i) above has not been met, be automatically barred from tendering on any of our future tenders for a period determined by us but not less than 12 (twelve) months, from the date of tender closure

- The effective date of the contract shall be the date of this form of acceptance unless you, within seven (7) calendar days of the effective date, notify SANRAL in writing of any justification why you cannot accept the contents of this agreement.
- The commencement date of the performance of the service shall be **(Note to Compiler: insert the date, which is 8 calendar days after the date of this Form of Acceptance).**
- The project hand-over meeting date shall be **(Note to compiler: shall not be less than 28 calendar days after the commencement date).**
- 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.
- The approved Key Persons for this project are:
(Note to Compiler: List all relevant approved key positions and enter name of person)

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

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY: **(Service Provider to insert)**
 NAME AND ADDRESS: 48 Tambotie Avenue
 Val de Grace
 Pretoria 0184 ()

NAME & SIGNATURE OF WITNESS

SIGNATURE: DATE:

NAME (IN CAPITALS):

C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

Schedule of deviations

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

1
2
3
4
etc

C1.1.4 FORM OF BANKING DETAILS

Notes to Tenderer

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 not required to submit the documentation as per note 3.
3. If you are not registered as a vendor with the Employer, you are required to supply:
 - a completed SANRAL Vendor Application Form (a copy of the Application Form is provided below).

Vat Reg: 4220186250

APPLICATION FOR VENDOR REGISTRATION

Vendor Name as per Company Registration

.....

Joint Venture (JV)	Yes	NO	*If yes provide JV agreement
--------------------	-----	----	------------------------------

Business Physical Address Town/City Country: South Africa Postal Code:	Business Postal Address Town/City Country: South Africa Postal Code:
---	---

Tel No.		Fax No.	
----------------	--	----------------	--

Company Registration number	BBBEE Status Level

Income Tax Number	Vat Registration number

CSD Registration number	CSD unique code

THIS SECTION MUST BE COMPLETED FOR ALL ELECTRONIC PAYMENTS

Name of bank

Account number	Account Type
	Current

Branch name	Branch Code

Applicant's Authorisation Officer: PRINT NAME

--

Applicant's Authorisation Officer: SIGNATURE

--

The following documentation must be submitted with this form:

N2WCR PEM Tender 18Feb2022 Final

1. Full Central Supplier Database (CSD) Report.
2. If a Joint Venture is registered, provide all JV partners CSD Reports.
3. If a Joint Venture is registered, provide the JV agreement.
4. An indemnity letter on your letterhead stating your bank details as per CSD Report (use the proforma supplied), in case of a Joint Venture (JV) confirmation of the Leading Partner bank detail or the JV bank detail.
5. B-BBEE Certificate.

All of the above should be emailed to the appropriate office as indicated:

	Head Office: procurementho@nra.co.za
	Northern Region: procurementnr@nra.co.za
	Eastern Region: procurementnr@nra.co.za
X	Southern Region ProcurementSR3@sanral.co.za
	Western Region: procurementwr@nra.co.za

OFFICIAL USE ONLY

Region:

HO	NR	ER	SR X	WR
----	----	----	---------	----

Type of vendor:

CONTRACT	SUNDRY	PERSONNEL
----------	--------	-----------

Status of vendor:

NEW	CHANGE	BLOCK	UNBLOCK: REASON
-----	--------	-------	-----------------

AUTHORISING OFFICER REGION:

AUTHORISING OFFICER HO:

--	--

VENDOR NUMBER ALLOCATED:

**REFER TO EXISTING
VENDOR NUMBER**

SERVICE PROVIDER'S
LETTER HEAD AND
ADDRESS

Date:

The South African National Roads Agency SOC Limited
P O BOX 415
PRETORIA
0001

Attention: Chief Financial Officer

Dear Madam

In consideration of your request to furnish your company with our banking details, we hereby undertake and agree to indemnify SANRAL in full against all consequences, liabilities of any kind whatsoever directly arising from or relating to the said request. This shall include but not limited to any incorrect information/ details provided by us.

We further confirm that the below are 's correct bank account details, as per the attached CSD Report:

Account Name:
Bank:
Branch Name:
Branch Code:
Account No:

Please note that the undersigned is an authorised signatory of the company.

Kind Regards

.....
Signature

Name:
Designation:
ID number:

C1.1.5 TAX COMPLIANCE PERMISSION DECLARATION

The Service Provider shall complete the declaration below.

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

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

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

.....

SIGNATURE

.....

DATE

C1.2 *CONTRACT DATA*

C1.2.1 **CONDITIONS OF CONTRACT**

Notes to tenderer:

- 1. These conditions of contract are *mutatis mutandis* those which control the contract between the South African National Roads Agency SOC Limited, SANRAL and the Service Provider.**

- 2. These conditions are the legislated Standard Conditions of Contract for Professional Services (as published and amended from time to time by the Construction Industry Development Board) and include SANRAL's special conditions of contract which are shown in italics as amending clauses of the Standard Conditions.**

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CONDITIONS OF CONTRACT

1. DEFINITIONS

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

Agent

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

Applicant

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

Black People

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

Contract

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

Contract Data

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

Contract Price

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

Day

A calendar day.

Defect

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

Deliverable

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

Engineer or Engineering Consultant

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

EME

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

Employer

The South African National Roads Agency (SOC) Limited.

Force Majeure

"For the purpose of this Contract the expression 'Force Majeure' shall mean an event or circumstance described in clause 8.3.1.

Key Persons

Persons who are named as such in the Contract Data (or their alternate) who will be engaged in the performance of the Subservices.

Others

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

Parties

SANRAL and the Service Provider.

PEM

Project Environmental Manager

People with Disabilities

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

Period of Performance

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

Personnel

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

Personnel Schedule

A schedule naming all personnel and key persons.

Pricing Data

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

Project

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

QSE

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

Scope of Work

The document which defines SANRAL's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

Service Provider

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

Services

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

South African National Roads Agency SOC Limited (SANRAL)

The State-Owned Company (SOC) legislated by the South African National Roads Agency Limited and National Roads Act (Act 7 of 1998) to finance, manage, control, plan, develop, maintain and rehabilitate the South African national roads system and who is the developer of the N2 Wild Coast Toll Highway Project .

Sub-contractor

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the services.

Targeted Enterprise

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

- a) Is at least 51% owned by black people, and;
- b) Is a B-BEEE level 1 or 2, and
- c) does not share equity holding with the Service Provider; and
- d) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- e) is registered on the National Treasury's Central Supplier Database (CSD).

Technical Proposal

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

Works or Works Contract

That Project or part of a Project that SANRAL wishes to have delivered and for which the Service Provider has been appointed.

Youth

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

2. INTERPRETATION

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

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

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

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

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

3. GENERAL

3.1 Governing laws

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

3.2 Change in legislation

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

3.3 Language

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

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

3.4 Notices

- 3.4.1 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when *delivered* to such Party at the address *stated* in the Contract *Data*, or one week after having been sent by registered post.
- 3.4.2 If the sender requires evidence of receipt, he shall state such requirement in his communication and, wherever there is deadline for the receipt of the communication, he may demand evidence of receipt of his communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.
- 3.4.3 A Party may change its address for receipt of communications by giving the other Party 30 days advance notice of such change.

3.5 Location

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

3.6 Publicity and publication

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

3.7 Confidentiality

Both Parties shall keep all commercially sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party except to the *extent strictly necessary to carry out obligations under this Contract or to comply with applicable laws*.

3.8 Variations

- 3.8.1 SANRAL may, without changing the objectives or fundamental scope of the Contract, order variations to the Services or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services. *No variation shall have any force or effect unless reduced to writing and signed by both Parties.*
- 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by SANRAL, including any change in the Contract Price, shall be agreed in writing between the Service Provider and SANRAL, *prior to the change being implemented.*
- 3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Sole agreement

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

3.10 Indemnification

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

3.11 Penalty

- 3.11.1 In the event that due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, SANRAL shall without prejudice to his other remedies under the Contract, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.
- 3.11.2 If SANRAL has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:
 - a) terminate the Contract
 - b) complete the Services at the Service Provider's cost.
- 3.11.3 *In the event that due to his negligence or for reasons within his control, the Service Provider does not meet the specified target of work stated in the Contract Data to the Targeted Enterprise SANRAL shall be entitled to levy a penalty as stated in the Contract Data.*
- 3.11.4 *In the event that due to his negligence or for reasons within his control, the Service Provider does not disclose subcontracting arrangements SANRAL may be entitled to levy a penalty as stated in the Contract Data.*

3.12 Equipment and materials furnished by the SANRAL

- 3.12.1 Equipment and materials made available to the Service Provider by SANRAL or purchased by the Service Provider with funds provided by SANRAL for the performance of the Services shall be the property of SANRAL and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to SANRAL an inventory of such equipment and materials and shall dispose of them in accordance with the Service Provider's instructions.
- 3.12.2 *Unless otherwise stated in the Contract Data*, the Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

3.13 Illegal and impossible requirements

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

3.14 Programme

- 3.14.1 The Service Provider shall, within the time period set out in the Contract Data, submit to SANRAL a programme for the performance of the Services which shall, *inter alia*, include:
- a) the order and timing of operations by the Service Provider and any actions required of the SANRAL and Others;
 - b) the dates by which the Service Provider plans to complete work needed to allow SANRAL and Others to undertake work required of them; and
 - c) other information as required in terms of the Scope of Work or Contract Data.
- 3.14.2 SANRAL may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise SANRAL accordingly and advise him of alternative measures, if any, which might be taken.
- 3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

3.15 Severability

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

3.16 Waiver

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

4. SANRAL'S OBLIGATIONS

4.1 Information

- 4.1.1 SANRAL shall timeously provide to the Service Provider, free of cost, all available information and data in SANRAL's possession which may be required for the performance of the Services.
- 4.1.2 SANRAL shall provide the Service Provider with any assistance required in obtaining other relevant information that the latter may require in order to perform the Services.
- 4.1.3 The Service Provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of SANRAL.

4.2 Decisions

SANRAL shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

SANRAL shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. SANRAL shall as soon as practicable:

- 4.3.1 authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- 4.3.2 provide all relevant data, information, reports, correspondence and the like, which become available;
- 4.3.3 procure the Service Provider ready access to premises, or sites, necessary for the performance of the Services;
- 4.3.4 assist in the seeking of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.5 designate in writing a person to act with his complete authority in giving instructions and receiving communications on his behalf and interpreting and defining his policies and requirements in regard to the Services.

4.4 Services of Others

- 4.4.1 SANRAL shall, at his own cost, engage such Others as may be necessary for the execution of work necessary for the completion of the Project, but not included in the Services.
- 4.4.2 SANRAL shall not enter into an agreement or contract with Others which describes any of the duties and responsibilities of the Service Provider in terms of the Contract or which imposes obligations on him, without first obtaining the Service Provider's written agreement thereto.

4.5 Notice of change by SANRAL

On becoming aware of any matter which will materially change, or has changed, the scope, cost or timing of the Services, or on becoming aware of any defect or deficiency in the Services, the SANRAL shall immediately advise the Service Provider thereof.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of SANRAL, then SANRAL shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

SANRAL shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

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

5.2 Exercise of authority

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

5.3 Designated representative

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

5.4 Insurances to be taken out by the Service Provider

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

5.5 Actions requiring SANRAL's prior approval

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

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

5.6 Co-operation with Others

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

5.7 Notice of change by Service Provider

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

5.8 Safeguarding SANRAL's data

- 5.8.1 *The Parties shall take reasonable precautions (each having regard to the nature of the other's respective obligations under the Contract) to preserve the integrity of the Employer's data including appropriate back-up procedures.*
- 5.8.2 *In the event that the SANRAL's data is corrupted or lost as a result of any default by the Service Provider, SANRAL shall at the Service Provider's expense, have the option to:*
- *require the Service Provider to restore or procure the restoration of such data; or;*
 - *itself restore or procure restoration of such data.*

5.9 Performance Security

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

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

6. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

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

6.3 Independence

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

6.4 Corruption and Fraud

6.4.1 *The Service Provider shall neither:*

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

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

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

terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this Contract;

- (b) withhold all payments due;*
- (c) terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the written response, to satisfy SANRAL that his opinion is unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to SANRAL and provided also that SANRAL may recover from the Service Provider such sum as SANRAL deems equivalent to the amount or value of any such gift, consideration or commission.*

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

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

7. SERVICE PROVIDER'S PERSONNEL

7.1 Provision of Personnel

7.1.1 The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Subservices in the Personnel Schedule.

7.1.2 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of SANRAL, make such adjustments to the data provided in terms of Clause 7.1.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

7.1.3 The Service Provider shall:

- a) forward to SANRAL for approval, within 15 days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
- b) inform SANRAL of the date of commencement and departure of each member of Personnel during the course of the Project.

- c) submit to SANRAL for his approval a timely request for any proposed change to Personnel, or timetables.

7.2 Staff and equipment

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

7.3 Working hours, overtime and leave

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

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

8.1 Commencement

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

8.2 Completion

- 8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
- 8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:
- a) *variations to Services ordered by SANRAL;*
 - b) *failure of SANRAL to fulfil his obligations under the Contract;*
 - c) *any delay in the performance of the Services which is not due to the Service Provider's default;*
 - d) *Force Majeure.*
- 8.2.3 The Service Provider shall within 14 days of becoming aware that a delay may occur, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days thereafter deliver to the *Employer* full and detailed particulars of the request, in order that it may be investigated at the time.
- 8.2.4 *SANRAL* shall, within 30 days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of *SANRAL* to be unacceptable he shall, nevertheless, abide by such decision in the performance of the services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

- 8.3.1 *In this clause "Force Majeure" means an exceptional event or circumstance:*
- (a) which is beyond party's control,*
 - (b) which such a party could not reasonably have provided against before entering into the Contract,*
 - (c) which, having arisen, such Party could not reasonably have avoided or overcome, and*
 - (d) which is not substantially attributable to the other Party*

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

- (i) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity*
- (ii) war, hostilities (whether war to be declared or not), invasion, act of foreign enemies,*
- (iii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,*
- (iv) riot, commotion, disorder, strike or lockout by persons other than the Service Provider's Personnel or other employees of the Service Provider and Sub-contractors,*

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

- 8.3.2 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has

taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has *notified* the other Party within 10 days of its occurrence and within a reasonable time of *its estimated duration and consequences*. *Failure to so notify shall terminate that Party's right to release from his obligations.*

- 8.3.3 In the event that the performance of the Subservices has to be suspended on the grounds of *Force Majeure*, the time for completion shall be extended by the extent of the delay plus a reasonable period for the resumption of work or, if the speed of performing certain Subservices has to be reduced, the time for their completion shall be extended as may be necessary in the circumstances.
- 8.3.4 During the period of his inability to perform the Subservices as a result of an event of *Force Majeure*, the Service Provider shall be entitled to continue to be paid under the terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Subservices.
- 8.3.5 *If the Force Majeure event continues for more than 90 (ninety) days, either Party shall have the right to terminate this Contract with immediate effect.*

8.4 Termination

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

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

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

- (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds 6 months, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded 6 months; or
- (d) if SANRAL is in material breach of a term of the Contract and fails to rectify such breach within 30 days of the receipt of written notice requiring him to do so.

8.4.3 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.2, SANRAL shall make the following payments to the Subservice Provider:

- (a) remuneration in terms of the Contract for Services satisfactorily performed prior to the effective date of termination *less any costs arising from termination*.
- (b) except in the case of termination pursuant to events (a) and (b) of Clause 8.4.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

8.4.4 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights or either Party against the other.

8.4.5 *Where required in terms of the contract data the surety delivered by the Service Provider in terms of this Contract shall remain in force until the completion of the project.*

8.5 Suspension

8.5.1 SANRAL may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incidental to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, SANRAL shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in SANRAL, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and SANRAL hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

- 9.2 The ownership of data and factual information collected by the Service Provider and paid for by SANRAL shall, after payment by SANRAL, lie with the SANRAL.
- 9.3 SANRAL shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

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

11. SUB-CONTRACTING

- 11.1 A sub-contract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to others.
- 11.2 The Service Provider shall not sub-contract to nor engage a Sub-contractor to perform any part of the Services without the prior written authorisation of SANRAL. The services to be sub-contracted and the identity of the Sub-contractor shall be notified to SANRAL. SANRAL shall, within 14 days of receipt of the notification and a full motivation why such services are to be sub-contracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorisation, failing which the Sub-contractor shall be deemed to be approved by SANRAL. If the Service Provider enters into a sub-contract with a Sub-contractor without prior approval, SANRAL may forthwith terminate the Contract.
- 11.3 SANRAL shall have no contractual relationships with Sub-contractors. However, if a Sub-contractor is found by SANRAL to be incompetent, SANRAL may request the Service Provider either to provide a Sub-contractor with qualifications and experience acceptable to SANRAL as a replacement, or to resume the performance of the relevant part of the Services himself.

- 11.4 The Service Provider shall advise *SANRAL* without delay of the variation or termination of any sub-contract for performance of all or part of the Services.
- 11.5 The Service Provider shall be responsible for the acts, defaults and negligence of Sub-contractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by *SANRAL* of the sub-contracting of any part of the Contract or of the engagement by the Service Provider of Sub-contractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.
- 11.6 *The Service Provider undertakes to pay the sub-contractor the full value as certified as being due in each interim monthly account. The Service Provider further undertakes to make payment within 7 (seven) days after payment by SANRAL or by the 25th of the month following that in which the sub-contractor invoiced for the work, whichever date is earlier.*

12. RESOLUTION OF DISPUTES

12.1 Settlement

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

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than ten working days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties and shall do so, if after a period of ninety days from entering into the mediation process, no resolution has been achieved.

- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract *Data*; *provided that the dissatisfied Party notifies the other in writing* within 28 Days of mediator's decision being issued or the mediator declaring the mediation to have ended, as provided for in the Contract Data. Claims not brought within the time periods set out herein will be deemed to be waived.

12.3 Adjudication

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

12.4 Arbitration

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

13. LIABILITY

13.1 Liability of the Service Provider

- 13.1.1 The Service Provider shall be liable to SANRAL arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service

Provider shall pay to *SANRAL* the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.2 Liability of *SANRAL*

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

13.3 Compensation

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

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

13.4 Duration of liability

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

13.5 Limit of compensation

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

13.6 Indemnity by *SANRAL*

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

13.7 Exceptions

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

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due (*or any specified fixed-progressed payments due that have been delayed by the acts of the SANRAL*) shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by SANRAL within thirty (30) days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by SANRAL, at the overdraft rate charged him by his bank plus 2% per annum, compounded monthly and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by SANRAL, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of six months after the completion or termination of the Contract. Within this period SANRAL may, on not less than 14 days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
- 14.5 *All accounts presented for payment shall be according to SANRAL's prescribed format with proof of ITIS data capture and shall be submitted to the Employer electronically and when required, delivered in hard copy to the Employer's relevant regional office.*

- 14.6 Payments due shall be subject to the deduction of retention monies as stated in the Contract Data. The retention monies so deducted shall be released in accordance with the phases and conditions stated in the Contract Data.*
- 14.7 If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract Data.*

C1.2.2 CONTRACT DATA - INFORMATION PROVIDED BY SANRAL

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

Clause No	Contract Data
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1	DEFINITIONS
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The Project Developer is the South African National Roads Agency Limited (SANRAL)
SANRAL's domicilium citandi et executandi (permanent physical business address) is:
48 Tambotie Avenue
VAL DE GRACE,
Pretoria,
0184

Period of Performance: is approximately 72 months including the annual construction closure during December and January and ends when the completion certificate for the last N2 Wild Coast Construction Project to complete is issued.

Project: is for the provision of environmental services as a Project Environmental Manager for the project N.002-201-2016/1 : Independent Project Environmental Manager for the Construction of the N2 Wild Coast Toll Highway

Service Provider: is *mutatis mutandis* the same entity as the Project Environmental Manager.

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

The authorised and designated representative of *SANRAL* is:

Name: TBC

Telephone: TBC

Facsimile: TBC

E-mail: TBC

3.5	Location
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The location of the site for which the environmental service is required is on National Route N2 between Ndwalane and Mtamvuna River. The site is approx. 112km in length and falls in the Port St Johns, Ingquza Hill and Mbizana Local Municipalities in the Eastern Cape

3.11	Penalty
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The penalty payable for poor performance will be applied over the full-time duration of the Contract. Penalty charges shall be as follows:

- a) Failure to meet milestone dates in the Project programme = R2 000.00/day (excl. VAT) subject to a maximum of 10% of the Contract Value (excluding all Prime Cost and Provisional Sums).
- b) Failure to disclose Sub-contractors = up to 10% of the Contract value.
- c) Failure to meet the specified target of work for Targeted Enterprises = 30% of the value by which the cumulative value of payments to the Targeted Enterprises fails to meet the specified percentage

3.12 Equipment and materials furnished by SANRAL

SANRAL will not furnish any equipment or materials.

3.14 Programme

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

4.3 Assistance

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

5.4 Insurances to be taken out by the Service Provider

SANRAL is required to provide the following insurances for the duration of the contract:

- i) Professional Indemnity insurance
Cover is: R 500 000.00
- ii) Third Party Liability insurance
Cover is: R 5 000 000.00

5.5 Actions requiring *SANRAL*'s prior approval

The following actions require prior approval from the *SANRAL*:

- i) Any visit to the site for investigative purposes must be preceded by adequate notice being given to the *SANRAL*'s Regional Office Manager and the applicable Consulting Engineer(s) responsible for the package being visited..
- ii) Any entry onto land adjacent to the national road.

5.9 Performance security

The provision of a Performance Guarantee is not required.

8.1 Commencement

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

8.2 Completion

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

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

12. RESOLUTION OF DISPUTES

12.1 Settlement

Any unsettled dispute shall be referred to adjudication.

12.3 Adjudication

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

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

13.4 Duration of liability

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

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

14.6 Retention monies deductions shall be deducted by SANRAL. Deductions shall be applied at 10% of the value of completed services up to a maximum of R250 000.00 (excluding VAT). Such retention monies shall be released by SANRAL as follows:

- 80% upon receipt of the draft closure report by SANRAL; and.
- 20% on acceptance of final closure report by SANRAL which shall not be later than two months after the handover for the last construction package.

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

C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

CONTRACT SANRAL N.002-201-2016/1ENV

INDEPENDENT PROJECT ENVIRONMENTAL MANAGER FOR THE CONSTRUCTION OF THE N2 WILD COAST TOLL HIGHWAY

Clause No	Contract Data
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1	DEFINITIONS
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The **Service Provider (PEM)** is

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

Telephone:

Facsimile:

Email:

Key Persons:

Name:
.....

The authorised and designated representative of the Service Provider is:

Name:

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

Telephone:

Facsimile:

Physical Address:
.....

Email:

C1.3 OTHER STANDARD FORMS

C1.3.1 FORM OF GUARANTEE

Note to tenderer:

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

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

CONTRACT NRA

1. I/We, the undersigned,

.....and

in our capacity as

.....and

and as such duly authorised to represent:

.....
.....

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

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

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

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

4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.
5. The said guaranteed amount or such portion as may be demanded may be retained by SANRAL on condition that after completion of the service as stipulated in the contract, SANRAL shall account to the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.
6. This guarantee is neither negotiable nor transferable and
 - (a) must be surrendered to us at the time when SANRAL accounts to the Guarantor in terms of clause 5 above, or
 - (b) shall lapse upon the issue of the Taking-Over Certificate for the construction Works of the project, and
 - (c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.
7. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT ON THISDAY OF
..... 20

GUARANTOR:

NAME (IN CAPITALS)

AS WITNESSES: 1 2

NAMES (IN CAPITALS) 1 2

ADDRESSES: 1 2

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

Not Required
Not Required

PART C2: PRICING DATA

PART C2: PRICING DATA

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C2.1

PRICING INSTRUCTIONS

C2.1.1 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.

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

Quantity: The number of units of work for each item as provided by SANRAL or as tendered by the Service Provider.

Rate: The payment per unit of work for which a rate has been provided by SANRAL or for which the Service Provider tenders to do the work.

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

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

Provisional Sum: An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.

Prime Cost: Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

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

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

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

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

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under

this item actually be required. Tenders should note the provisions of clause C2.1.10 of this preamble.

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

C2.1.5 The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the Contract Data, General Conditions of Contract and Particular/Special Conditions of Contract and Scope of Works for more detailed information regarding the extent of work entailed under each item.

C2.1.6 Where so indicated under measurement and payment, prices or rates will be subject to adjustment for escalation as provided for below:

- The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
- On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the 12-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
- Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.

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

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

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

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

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

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

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

- C2.1.9. Subject to the conditions stated in Clause C2.1.10 below, the rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled pricing schedule, the rates and the lump sums will be regarded as being correct, and SANRAL shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the pricing schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of SANRAL shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates and lump sums, the extensions and the tender sum.
- C2.1.10 A tender shall be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of SANRAL, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by SANRAL to adjust the unit rates or lump sums for such items, to make such adjustments.
- C2.1.11 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents
- C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

C2.2 PRICING SCHEDULE

Notes to Tenderer:

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

The tender shall be declared a non-responsive tender.

<u>Item</u>		<u>Unit</u>	<u>Quantity</u>	<u>Rate (R)</u>	<u>Amount (R)</u>
3200	Services required in project design phase				
32.01	Review of the EMPr				
(a)	Review report/propose changes	hr	40		
(b)	Subsequent review/s	hr	24		
32.02	Reporting and Advisory				
(a)	Advise the Engineer and their appointed EAP on design, review other environmental application processes including reports e.g. For Borrow pits, water use registration	Hour	300		
Sub total 3200	Carried forward to payment section summary				
<u>Item</u>		<u>Unit</u>	<u>Quantity</u>	<u>Rate (R)</u>	<u>Amount (R)</u>

3300	Services required in project construction phase				
33.01	Meetings				
(a)(i)	Arrange, chair, and provide the Secretariat services and associated duties for quarterly ACC & EMC meetings held physically.	No.	12		
(a)(ii)	Arrange, chair, and provide the Secretariat services and associated duties for quarterly ACC & EMC meetings held virtually	No.	12		
(a)(iii)	Arrange site inspections for EMC committee members (excl. attendance covered in 32.05 below)	No.	12		
(a)(iv)	Consolidation of all ECO reports and presenting at quarterly EMC meetings	No.	24		
(b)	Attend (virtual) monthly site meetings for all ongoing construction projects	No.	600		
(c) (i)	Adhoc - - virtual	hr	1000		
(c) (ii)	Adhoc - face to face	hr	400		
(d) (i)	Logistical arrangements for all ACC/EMC and any required ad-hoc meetings including venues, catering and equipment	PS	sum	-	R 4, 000,000.00
(d)(ii)	Mark-up on logistical arrangements above	%	%	_____% x R4 000 000	
	3300 Sub-Total carried forward to next page				
<u>Item</u>		<u>Unit</u>	<u>Quantity</u>	<u>Rate (R)</u>	<u>Amount (R)</u>
	3300 Sub-Total carried forward from Previous page				

33.02	Authority audits				
(a)	Audit process and draft response	Hour	200		
	3300 Sub-Total carried forward from Previous page				
33.03	Reporting and Advisory				
(a)	Support the project team, review ECO reports, Auditor reports, Method Statements, Specialist reports, etc. and advise SANRAL or other parties as required	Hour	1 200		
(b)	Consolidation and submission of audit reports, incident reports to DEFF and EMC	Hour	200		
(c)	Monthly reports to SANRAL (highlights, issues, actions)	Hour	600		
(d)	Alternate key person to review reports monthly and remain up to date on all matters	Hour	200		
33.04	Site visits				
(a)	Quarterly with Auditor	Days	88		
(b)	Adhoc	Days	24		
(c)	Quarterly with ACC/EMC	Days	24		
	3300 sub-total carried forward to next page				
<u>Item</u>		<u>Unit</u>	<u>Item</u>		<u>Unit</u>
	3300 Sub-Total carried forward from Previous page				
33.05	Training				

(a)(i)	Graduate stipend	PS	sum		R 3 000 000.00
(a)(ii)	Training Disbursements	PS	sum		R 1 500 000.00
(a) (iii)	Management Fee	%	%	_____% x R4 500 000	
33.07	Disbursements				
(a)	Disbursements cost for all travel, accommodation, printing, etc.	Prov. Sum	sum	-	R 2 500 000.00
(b)	Mark-up on disbursement costs above	%	%	_____% x R2 500 000	
Sub total 3300	Carried forward to payment section summary				
3400	Other Services				
34.01	Monthly reporting				
(a)	Capture required data onto SANRAL’s ITIS system monthly	No	72		
34.02	Closure				
(a)	Overall Project closure report	No	1		
	3400 Sub-Total carried forward to next page				
Item		Unit	Item		Unit
	3400 Sub-Total carried forward from previous page				
34.03	Specialist Input				

(a) (i)	Independent Specialist studies and reports as required	PS	sum	-	R 400,000.00
(a)(ii)	Management Fee for Specialists	%	%	_____% x R400 000	
(b)(i)	Environmental Control Officer Services	PS	Sum		R 9, 600 000.00
(b)(ii)	Management Fee for ECO's	%	%	_____% x R9 600 000	
(c)(i)	Environmental Auditor	PS	Sum	-	R 2,500,000.00
(c)(ii)	Management Fee for Auditor	%	%	_____% x R2 500 000	
(d)	Compilation, advertisement evaluation and award of Tenders for ECOs & Auditors	No.	3		
(e)	Compilation, issuing, evaluation and award of Requests for Quotation for Specialists	No.	4		
Sub total 3400	Carried forward to payment section summary				

C2.3 SUMMARY OF PRICING SCHEDULE

3200 Services required in project design phase R

3300 Services required in project construction phase R

3400 Other Services R

SUB TOTAL R

VAT (15%) R

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

SIGNED BY TENDERER:

PART C3: SCOPE OF WORKS

PART C3: SCOPE OF WORK

Notes to tenderer:

- 1. The tenderer shall note that the Scope of Work contained in this document is for a unique set of environmental services required by the South African National Roads Agency SOC Limited (the Applicant). Not all the services or all of the hours or sums allowed for may be required on the project.**

PART C3: SCOPE OF WORK

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C3100 GENERAL REQUIREMENTS

C3101 Scope

This section covers general matters relating to the performance of an environmental management service that forms part of the project to be delivered by the *Service Provider* South African National Roads Agency SOC Limited (SANRAL), who is seeking services for an independent Project Environmental Manager (PEM) for the Construction of the N2 Wild Coast Toll Highway.

The role expected of the PEM covers the complete ambit of environmental management of the Greenfields part of the N2 Wild Coast Toll Highway project in compliance with the requirements of the Environmental Authorisation(EA)/Record of Decision (RoD) granted for the Construction of the N2 Wild Coast Toll Highway project in 2010. The scope of works is given within the context of the overall project programme and the operating systems of SANRAL. Terms imposed by the General Conditions of Contract are not repeated here except by way of providing detail or explanation and should any conflict between them occur the General Conditions of Contract shall prevail.

C3102 Project description

The N2 Wild Coast Toll Highway extends over a total distance of about 410 km between the N2 Gonubie Interchange (near East London in the Eastern Cape) and the Mtamvuna river (south of Port Edward on the border between the Eastern Cape and KwaZulu-Natal). The project aims to provide a national route that improves access and linkage to the east coast region of South Africa while reducing road-user costs and optimising safety, comfort and socio-economic benefits. The project includes:

- Upgrading and widening of existing road sections (of the N2 and R61) included within the proposed project (approximately 22 km) including the construction of new access roads, interchanges and intersections;
- New road construction within two “greenfields” sections in the Eastern Cape portion of the project (approximately 90 km) including construction of nine major bridges
- Construction of associated structures (such as toll plazas, vehicular, pedestrian and agricultural over/underpasses, culverts, retaining walls, etc.).
- The project is divided into 9 primary packages for design and construction with each package having a separate Consulting Engineer appointment. Each package also has one primary main works contract and two or more associated supplementary direct or 1st tier contracts with SANRAL covering the construction of haul roads or access roads, relocations, drilling investigations and/or the supply of crushed road material.

As indicated the role expected of the PEM covers the Greenfields part of the project together with a small section of brownfield road between the two greenfield sections which lies between Ndwalane near Port St Johns and the Mtamvuna River near Port Edward and covering a distance of 112km. A locality plan is included as an appendix to Part C4: Site Information of this document.

d) Current status of the project

The nine (9) different packages are in different stages of detailed design and/ or construction. From South-West to North East these are in order:

- **N.002-190-2016/1 (Package 1) Ndwalane to Ntafufu:**
 - Project is in Preliminary design stage but has been delayed due to outstanding geotechnical drilling investigations
- **R061 – 080 – 2013/3 (Package 2) – Ntafufu to Bambisana turn off :**
 - Project is in Preliminary design stage

- **N.002-200-2016/4 or N.002-200-2017/1 (Package 3) –Bambisana turn off to Lingeni:**
 - Project is in Preliminary Design phase
 - Contract for the upgrading of a local road that will act as a bypass during the main works construction is expected to start mid 2022
- **N.002- 200-2016/1(Package 4) –Lingeni to Msikaba**
 - Contract for main works package is expected to start early in 2022 .
 - Contract for an associated community road is expected to start mid 2022
- **N.002-200-2016/2 – Msikaba Bridge**
 - Initial Haul roads construction contract complete
 - Main works contract under construction
 - Expected completion early 2024
- **N.002-200 -2016/3 (Package 5) – Msikaba to Mtentu:**
 - Contract for main works package is expected to start early in 2022 .
 - Contract for an associated community road is expected to start mid 2022
- **N.002.201-2016/1 – Mtentu bridge :**
 - Initial Haul roads construction contract complete
 - Main works contract with previous contractor terminated
 - New Contract for main works package is expected to start early in 2022
- **N.002-210-2016/1 (Package 6) –Mtentu to Kulumbe :**
 - Project in Preliminary design stage.
 - Project delayed due to local stakeholder issues and outstanding geotechnical drilling investigations
- **N.002-210-2016/2 (Package 7) –Kulumbe to Mtamvuna :**
 - Project is still in Preliminary design stage.
 - Project delayed due to local stakeholder issues and outstanding geotechnical drilling investigations

C3103 Definitions

The following definitions apply to the service:

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

Engineering consultant: are, the seven consulting Engineering service providers who are contracted by SANRAL to deliver, under a separate contract between them, defined services;

The Consultants for the nine (9) different packages are in order:

- **N.002-190-2016/1 (Package 1) Ndwalane to Ntafufu:**
 - V3 Consulting Engineers
- **R061 – 080 – 2013/3 (Package 2) – Ntafufu to Bambisana turn off :**
 - ERO Engineers
- **N.002-200-2016/4 or N.002-200-2017/1 (Package 3) –Bambisana turn off to Lingeni:**
 - Naidu Consulting
- **N.002- 200-2016/1(Package 4) –Lingeni to Msikaba**
 - Aurecon Consortium (Zutari and ROHM)
- **N.002-200-2016/2 – Msikaba Bridge**
 - HVA Joint Venture (SMEC and Halcrow(UK)
- **N.002-200 -2016/3 (Package 5) – Msikaba to Mtentu:**

- Knight Piesold
- **N.002.201-2016/1 – Mtentu bridge :**
 - HVA Joint Venture (SMEC and Halcrow(UK)
- **N.002-210-2016/1 (Package 6) –Mtentu to Kulumbe :**
 - KBK Engineers
- **N.002-210-2016/2 (Package 7) –Kulumbe to Mtamvuna :**
 - V3 Consulting Engineers

Environmental Management Programme (EMPr): a programme in relation to identified or specified activities as described in regulation 34 of the EIA Regulations and includes project-specific mitigation measures identified by the PEM and any conditions imposed by environmental authorisations granted by DEFF or other competent authority as well as the embodiment of the SANRAL's EMP to ensure that undue or reasonably avoidable adverse impacts of the project are prevented and to ensure that positive impacts are advanced

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

Service Provider: is the same as the **Project Environmental Manager**.

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

- Areas outside the construction zones where accommodation of traffic is placed;
- All borrow pits
- All haul roads constructed by the construction contractor for purposes of access;
- Parallel service roads that eliminate multiple accesses;
- The consolidation and formalisation of accesses onto the N2WC Toll road
- Any non-adjacent sites specified in the contract documentation;
- The construction contractor's and his subcontractors' camp sites; and
- includes areas outside of, but adjacent to, the road reserve that may be affected by construction activities.

C3104 Role of the PEM

The role of the PEM is to act as an Independent consultant to:

- Appoint 2 ECOs as Subconsultants, support and assist the ECOs during Construction
- Assist the ECOs to formulate the most effective and structured monitoring and reporting strategy tailored to the conditions of the contract
- With the ECOs, review the method statements produced by SANRAL or their appointed Contractors, in compliance with all environmental authorisation, the construction EMPr, and ensure these are sufficient to meet the outcomes that are required
- Assist the ECOs to prepare monthly monitoring reports
- Report to and discuss with the relevant authorities any significant non-compliance by SANRAL or their appointed Contractors and the steps to be taken to rectify this
- Appoint as a Subconsultant and provide all necessary assistance to the environmental auditor to complete the tasks required for the required quarterly independent audits
- Arrange and provide chairperson and secretariat support for the environmental Authorities Coordinating Committee (ACC) and Environmental Monitoring Committee (EMC) meetings and site inspections held on a quarterly basis.
- Ensure all necessary environmental and water use related permits granted to SANRAL are renewed in a timely manner where applicable and/or obtain any new permits identified
- Review and update the approved EMPr as and when required taking into consideration the input of the SECOs, ECOs, Auditor and the Engineering Consultants.

- Monitor and report on all design and construction projects for compliance
- Advise the Engineering Consultants, their service providers, the Contractors, their service providers and SANRAL on compliance and best practice, interpretation and application of the RoD and EMPr as and when required

Throughout the implementation phases of the project the PEM has to consult with the Engineering Consultants where applicable. This cannot be construed by the PEM that liability for his work passes to the Engineering Consultants. It shall only mean that the Engineering Consultants has reviewed the PEM's work, engaged in discussion and provided comment.

C3105 SANRAL's Involvement

The PEM will involve SANRAL as necessary to deliver the project requirements.

C3106 Project programme

The PEM shall programme its duties in such a manner so as to complete its investigations, meetings and submission of reports, permit renewals, etc. so as to ensure the PEM complies with the timelines for the various phases of the total project taking into consideration the timing of monthly site meetings, ECO and Independent Auditors reports, EMC/ACC site visits and meetings among others.

C3107 Penalties and delays

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

Delays attributable to the PEM's performance that cause project milestone dates to be missed shall, similarly, attract the daily penalty stated in the Contract Data. If a delay is caused after an award of a contract the PEM may be liable for the actual delay damages that SANRAL will incur, calculated as the difference in contract price adjustment had the delay not occurred, plus interest at rates prescribed by Treasury limits. Notwithstanding the different cause of delay, the maximum amount due by the PEM shall not exceed the value stated in the Contract Data.

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

C3108 Key persons

The Service Provider shall provide a Project Environmental Manager who shall be expected to be primarily focused on this project. The Service provider shall also have an alternate Project Environmental Manager available at short notice to fill in for or to replace the primary PEM. The alternate PEM shall therefore be required to keep abreast of developments in this project and allowance has been made for these requirements in the Pricing Schedule under Additional Duties.

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

C3109 Site visits

The applicant has divided the project into nine packages, an Engineering Consultant has been appointed for each package. The PEM shall not visit the site for purposes of undertaking any inspection without first approaching the Engineering Consultant as well as the District Office Manager who may accompany the PEM or arrange as appropriate.

The project is located within O.R Tambo and Alfred Nzo District Municipality, with Port St Johns, Lusikisiki, Flagstaff and Mbizana being the main Towns. SANRAL has established public liaison committees (PLC's) with communities for each package and liaison/ consultation with them is an integral part of each of the Engineering Consultant 's duties. From time to time the PEM may be required to liaise with one or more PLC. Contact with the relevant PLC's or tribal authority shall be via the Engineering Consultant / and or SANRAL as stated.

C3110 Meetings

The PEM shall liaise with the Engineering Consultant's and SANRAL and coordinate his programme so that it aligns with the planned progress meetings arranged between the Engineering Consultant's and SANRAL. The PEM shall attend project meetings as may be required to support ECOs, audit processes, report on any delays and impediments encountered, their effect on the programmed due dates for the various activities needed for project implementation. Particular cognisance shall be given to reporting on events that may result in non-compliance with various authorisations in place.

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

The PEM may propose other meetings with the Engineering Consultant's and s SANRAL if any are thought necessary and the Engineering Consultant's and SANRAL shall not unreasonably deny such a request.

The PEM will be required to attend at least 90% of all site meetings on all construction projects underway but is not expected to attend these physically but rather shall connect via a virtual link.

The PEM shall attend the initial construction contract hand-over meetings and present the project environmental requirements.

C3111 Safety

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

C3112 Insurance

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

C3113 Payment

All accounts presented for payment shall be according to the Employers prescribed format with proof of ITIS data capture and shall be submitted to the Employer electronically and when required, delivered in hard copy to the Employer's relevant regional office.

When submitting interim certificates for payment the Service Provider shall use the Employer's standard forms and formats. No payment can be made before the Service Provider is registered as a vendor on the Employer's system.

The Service Provider shall submit payment certificates for all work rendered in the Employer's financial year within that specific year.

The Service Provider shall submit and update on a monthly basis a cash flow forecast for the remuneration of the full service to be rendered

e) Retention monies

Retention monies deductions shall be deducted by SANRAL. Deductions shall be applied at 10% of the value of completed services up to a maximum of R250 000.00 (excluding VAT). Such retention monies shall be released by SANRAL as follows:

- 80% upon receipt of the draft closure report, and.
- 20% on acceptance of the final closure report by SANRAL which shall not be later than two months after the handover for the last construction package .

f) Contract price adjustment

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

C3113 Monthly Reporting using the Employer's Integrated Transportation Information System

The Service Provider shall complete monthly reports regarding training, empowerment, capacity building, labour and staff returns and any such aspects on the Employer's Integrated Transportation Information System (ITIS).

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

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

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

The Employer has several ITIS modules running on any of the above ITIS platforms which affect the Service Provider, who will need to use some of these modules to perform certain procedures and to provide required information. The current modules applicable to this contract and their description are as follows:

- Contract Module – management of contracts;
- Project Information Module – uploading of employment and training data;

User manuals for the various functions can be downloaded from <https://itis.nra.co.za/Portal/MyAccount/UserManuals> after the successful registration as a public user. This ITIS public user registration procedure is explained in the document as attached in Part C4: Appendix K.

Allowance has been made for these requirements in the Pricing Schedule under Additional Duties. Failure to comply may result in payments being withheld.

C3200 SERVICES REQUIRED IN PROJECT DESIGN PHASE

C3201 Scope

This section covers the services the PEM must provide during the design phase of the project.

Where regulations of various acts are applicable, the PEM shall ensure that the latest promulgated editions are applied to the project. regardless that reference in existing approvals, licenses and permits may allude to older versions.

C3202 Role of the PEM

During the Initial phase the Project Environmental Manager will be responsible for the duties described below.

(i) Review of the EMPr

- a) Review and update the approved EMPr as and when required, taking into consideration the input of the SECOs, ECOs, Auditor and the Engineers.
- b) The PEM shall submit to SANRAL for review and comment.
- c) Update and finalize the document in light of comments received
- d) Inform DEFF and EMC of the changes. If the changes are significant then the EMPr shall be submitted to the DEFF for approval.

(ii) Reporting and Advisory

- (a) Advise the Engineer on environmental issues arising during the design,
- (b) review and advise on other environmental application processes including reports that are not covered by the overarching N2 Wild Coast RoD, e.g. For Borrow pits,
- (c) register any new water uses.

C3203 Measurement and payment

	Description	Unit	Description
32.01	Review of the EMPr		
(a)	Review report/propose changes	hour	Review the existing EMPr and advise if updates or refinements are required
(b)	Subsequent review/s	hour	Subsequent reviews if circumstances or experience dictate an additional review is required
32.02	Reporting and Advisory		
(a)	Advise the Engineer and their appointed EAP on design, review other environmental application processes including reports e.g. For Borrow pits, water use registration	Hour	Provide expert advice as required

The unit of measurement for subpayment items (a)) shall be Hours and the Service Provider will need to submit timesheets or similar proof of actual hours expended. The hours claimed shall not exceed the total hours allowed without an approved Works Authorisation from SANRAL.

C3300 SERVICES REQUIRED IN PROJECT CONSTRUCTION PHASE

C3301 Scope

This section covers the duties of the PEM during the construction phase of the project. Where regulations of various acts applicable, the PEM shall ensure that the latest promulgated editions are applied to the project. regardless that reference in existing approvals, licenses and permits may allude to older versions.

C3302 Role of the PEM

The Project Environmental Manager will be responsible for the duties as outlined in the ROD issued in April 2010 and described below.

- (i) Environmental Control Officers
 - (a) Support and assist the ECOs during Construction
 - (b) Assist the ECOs to formulate the most effective and structured monitoring and reporting strategy tailored to the conditions of the contract
 - (c) With the ECOs, review the method statements produced by SANRAL or their appointed Contractors, in compliance with the final construction EMP, and ensure these are sufficient to meet the outcomes that are required
 - (d) Assist the ECO's to prepare monthly monitoring reports
- (ii) Report to and discuss with the relevant authorities any significant non-compliance by SANRAL or their appointed Contractors and the steps to be taken to rectify this
- (iii) Environmental Auditor
 - (a) Provide all necessary assistance to the environmental auditor to complete the tasks required for the required quarterly independent audits

In addition the PEM will be responsible for

- (iv) Training approx. nine (9) Environmental Graduates over the duration of the project. This will entail
 - (a) On the job training for the Graduates for 18 months to two year periods.
 - (b) Identifying external training requirements as necessary
- (v) Act as Chairperson/Facilitator and provide Secretariat Services for ACC and EMC. This can be done either directly or through the use of a sub-service provider. The following are required as part of the services
 - (a) Convene quarterly ACC and EMC meetings during construction phases of the project. Every second meeting shall be held virtually.

- (b) Maintain and update the stakeholder database for the respective structures
- (c) Notify stakeholders of the agenda, dates, venues and times for the meetings
- (d) Arrange and lead site visits the day prior to the meetings held physically
- (e) Arrange venues including audio, video conferencing and data projector equipment as well as suitable catering for the meetings (preferably in a locality close to the site)
- (f) Arrange that members and observers that choose to may attend the meetings virtually. Every second meeting the entire meetings for all members shall be by video conference (MS Teams/Zoom)
- (g) Provide a facilitator to chair the meetings
- (h) Ensure relevant parties prepare and present quarterly progress reports to the Committees.
- (i) Provide secretariat support, including the timely production of minutes
- (j) Make presentations covering environmental management across all packages
- (k) Compile minutes of quarterly meetings and distribute for review and comment timeously
- (l) Implement any action items for the PEM or chairperson of the meetings
- (m) Draft communique on behalf of the committee
- (n) .
- (vi) Appointment as subconsultants, and management of, Specialists that may be required during the implementation of the project. The PEM shall propose specialist input where required. The specialist appointment shall be approved by SANRAL in writing.
- (vii) Ongoing liaison with SANRAL and the Engineer Consultants is required in terms of environmental requirements of the various construction contracts. The PEM shall only send correspondence to authorities after receiving the Engineer Consultant's and SANRAL's input.
- (viii) Liaison with all relevant national and provincial Authorities regarding issuing and renewal of licenses and permits required.
- (ix) General monitoring and reporting of the level of compliance of the respective construction contracts with the requirements of the ROD and EMP to SANRAL.
- (x) Review Search and Rescue reports and report as appropriate
- (xi) Provide independent specialist environmental advice to SANRAL and/or Engineering Consultants as required.
- (xii) Attend all construction site meetings (virtually)

C3303 *Measurement and payment*

33.01	Meetings	Unit	Quantity
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(a)(i)	Arrange, chair, and provide the Secretariat services and associated duties for quarterly ACC & EMC meetings held physically.	No.	Arrange, chair and provide secretariat support for the given number of quarterly ACC meetings and EMC meetings held quarterly on the same day in the vicinity of the Wild Coast project
(a)(ii)	Arrange, chair, and provide the Secretariat services and associated duties for quarterly ACC & EMC meetings held virtually	No.	Arrange, chair and provide secretariat support for the given number of quarterly ACC meetings and EMC meetings held quarterly or as agreed with the EMC.
(a)(iii)	Arrange site inspections for EMC committee members (excl. attendance covered in 32.05 below)	No.	Arrange the given number of site meetings excluding attendance of same.
(a)(iv)	Consolidation of ECO reports and presenting at EMC	No.	Consolidate all the ECO reports into one summary report. Compile and present a MS Powerpoint presentation at the MEC meetings
(b)	Attend monthly site meetings for all ongoing construction projects	No.	Attend the monthly site meetings for all nine main works tenders. Each meeting can be expected to last a minimum of 2 hours and a maximum of 4 hours. PEM will be expected to monitor SECO and ECO reporting and review and confirm the environmental reporting section of all draft minutes issued.
(c) (i)	Adhoc - - virtual	hr	Attend virtual meetings as and when required
(c) (ii)	Adhoc - face to face	hr	Attend face to face meetings as and when required
(d) (i)	Logistical arrangements for all ACC/EMC and any required ad-hoc meetings including venues, catering and equipment	PS	Provisional sum allocated to cover all logistical costs incurred by the PEM for arranging meetings. This includes but is not limited to venue hire, equipment hire and catering costs charged by 3 rd parties appointed through RFQ's
(d)(ii)	Mark-up on logistical costs above	%	Management fee for PEM

The unit of measurement for sub-payment item (a)(i) to (b) shall be a lump unit cost for each occurrence. The rate offered shall be full compensation for the cost incurred to fulfil the requirements described.

The unit of measurement for subpayment items (c)(i) and (c)(ii) shall be Hours and the Service Provider will need to submit timesheets or similar proof of actual hours expended. The hours claimed shall not exceed the total hours allowed without an approved Works Authorisation from SANRAL.

The unit of measurement for sub-payment item (d)(ii) shall be a % (management fee). The rate shall cover all the administrative costs, bank changes, etc. incurred by the PEM.

The unit of measurement for sub-payment item (e) shall be a lump unit cost for each occurrence. The rate offered shall be full compensation for the cost incurred to fulfil the requirements described.

33.02	Authority audits		
(a)	Audit process and draft response	Hour	Study reports and correspondence issued by any applicable authority. Compile draft responses for SANRAL

The unit of measurement for subpayment items (a)(i) shall be Hours and the Service Provider will need to submit timesheets or similar proof of actual hours expended. The hours claimed shall not exceed the total hours allowed without an approved Works Authorisation from SANRAL.

33.03	Reporting and Advisory		
(a)	Support the project team, review ECO reports, Auditor reports, Method Statements, Specialist reports, etc. and advise SANRAL or other parties as required	Hour	Review of all reports issued by ECO's , the environmental auditor and specialists. Review of method statements issued by Contractors. Support and advice to SANRAL and Engineering Consultants
(b)	Consolidation and submission of audit reports, incident reports to DEFF and EMC	Hour	Consolidation of all regular and ad-hoc reports. Compilation of covering letter and summary report. Submission to DEFF and EMC or ACC members as required.
(c)	Monthly reports to SANRAL (highlights, issues, actions)	Hour	Compile and submit a monthly dashboard report to SANRAL.
(d)	Alternate key person to review reports monthly and remain up to date on all matters	Hour	As it is required that the alternate be able to step into the role of the PEM at short notice allowance is made for the alternate to keep up to date on the project

The unit of measurement for subpayment items (a) to (c) shall be Hours and the Service Provider will need to submit timesheets or similar proof of actual hours expended. The hours claimed shall not exceed the total hours allowed without an approved Works Authorisation from the Applicant.

33.04	Site visits		
(a)	Quarterly with Auditor	Days	Quarterly four day visits to the various active sites together with the auditor including (2 x ½ day) travel to and from site
(b)	Adhoc	Days	Ad-hoc site visits including (2 x ½ day) travel to and from site
(c)	Quarterly with ACC/EMC	Days	Two day visits to the various active sites together with EMC members including (2 x ½ day) travel to and from site

The unit of measurement for subpayment items (a) to (c) shall be full days *or portions thereof to one decimal place* and the Service Provider will need to submit timesheets or similar proof of actual period spent on site and travelling to site. The days claimed shall not exceed the total days allowed without an approved Works Authorisation from SANRAL.

33.05	Training		
(a)(i)	Graduate stipend	Prov. Sum	A provisional sum has been provided to cover stipends/salaries for young graduates employed for experiential work
(a)(ii)	Training Disbursements	Prov. Sum	Travel, accommodation and training costs for the graduates
(a) (iii)	Management Fee	%	Management fee

The unit of measurement for sub-payment item (a)(iii) shall be a % (management fee). The rate shall cover all the administrative costs, **recruitment** and other HR costs, bank changes, statutory employment related costs, etc. incurred by the PEM.

33.07	Disbursements		
(a)	Disbursements cost for all travel, accommodation, printing, etc.	Prov. Sum	Provisional sum allocated to cover all logistical costs incurred by the PEM for travel, accommodation and ancillary costs such as Printing. The PEM shall claim actual costs charged by 3 rd parties or government regulated rates.
(b)	Mark-up on disbursement costs above	%	Management fee

The unit of measurement for sub-payment item (b) shall be a % (management fee). The rate shall cover all the administrative costs, bank changes, etc. incurred by the PEM.

C3400 OTHER SERVICES REQUIRED

C3401 Scope

This section covers additional duties of the PEM during or after completion of the construction phase of the project. The completion date of construction for the purposes of this contract is the effective date of the last taking-over certificate by date that the *Engineering Consultant* issues to the construction Contractor.

C3402 Duties of PEM

If not already registered the Service provider will be required to register onto and become familiar with SANRAL's ITIS system. The Service Provider shall complete monthly reports regarding training, empowerment, capacity building, labour and staff returns and any such aspects on the Employer's Integrated Transportation Information System (ITIS). Printouts of these monthly ITIS reports must be attached to the Service providers Monthly invoices.

The PEM shall produce a final report on construction monitoring. No final environmental audit report shall be sent by the PEM to any of the competent authorities until the drafts of such reports have been submitted to the relevant Engineering Consultant and SANRAL for comment and discussion.

The Project Environmental Manager will be responsible for.

- (i) To submit a final complete/overarching closure report highlighting any issues to be taken to the maintenance phase.
- (ii) Environmental Control Officers
 - (a) Appoint as Sub-consultants two ECO's to cover the two mega bridges and initial construction projects
- (iii) Environmental Auditor
 - (a) Appoint as a Sub-Consultants an environmental auditor

C3403 Measurement and payment

34.01	Monthly reporting		
(a)	Capture required data onto SANRAL's ITIS system monthly	No	The Service Provider shall complete monthly reports regarding training, empowerment, capacity building, labour and staff returns and any such aspects on the Employer's Integrated Transportation Information System (ITIS).

The unit of measurement for sub-payment item (a) shall be a lump unit cost for each occurrence. The rate offered shall be full compensation for the cost incurred to fulfil the requirements described.

34.02	Closure		
(a)	Overall Project closure report	No	Compilation of a final summary report regarding the compliance of the project to the conditions of the RoD, Matters still outstanding or open, Lessons learned, issues and risks that must be addressed in any subsequent maintenance contract or standalone contract.

The unit of measurement for sub-payment item (a)(i) to (b) shall be a lump unit cost for each occurrence. The rate offered shall be full compensation for the cost incurred to fulfil the requirements described.

34.03	Specialist Input		
(a) (i)	Independent Specialist studies and reports as required	PS	Provisional sum to cover the cost of any specialist required and approved by SANRAL (fresh water ecologist, botanist, paleontologist, etc.)
(a)(ii)	Management Fee for Specialists	%	Management fee
(b)(i)	Independent Auditor	PS	Provisional sum to cover the cost of one environmental auditor appointed for the duration of the remaining construction period
(b)(ii)	Management Fee for IA	%	Management fee
(c)(i)	ECO's	PS	Provisional sum to cover the cost of two service providers appointed for the duration of the remaining construction period
(c)(ii)	Management fee for ECOs	%	Management fee
(d)	Compilation, advertisement evaluation and award of Tenders for ECOs & Auditor	No.	Compilation, advertisement evaluation and award of Tenders for ECOs & Auditor
(e)	Compilation, issuing, evaluation and Award of Requests for Quotations for Specialists	No.	Compilation, issuing, evaluation and award of RFQ's for Specialists

The unit of measurement for sub-payment item (a)(ii), (b)(ii) and (c)(ii) shall be a % (management fee). The rate shall cover all the administrative costs, bank charges, etc. incurred by the PEM. The unit of measurement for sub-payment item (d) and (e)) shall be a lump unit cost for each occurrence. The rate offered shall be full compensation for the cost incurred to fulfil the requirements described.

PART C4: SITE INFORMATION

PART C4: SITE INFORMATION

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C.4.1 LOCATION OF THE PROJECT

The project is located within O.R Tambo and Alfred Nzo District Municipality, with Port St Johns, Lusikisiki, Flagstaff and Mbizana being the main Towns.

C.4.2 PROJECT INFORMATION

The role expected of the PEM covers the projects which lie between Ndwalane near Port St Johns and the Mtamvuna River near Port Edward and covering a distance of approx. 112km. The nine (9) different packages are in different stages of detailed design and/ or construction. From South-West to North East these are in order:

- **N.002-190-2016/1 (Package 1) Ndwalane to Ntafufu:**
 - Project is in Preliminary design stage but has been delayed due to outstanding geotechnical drilling investigations
- **R061 – 080 – 2013/3 (Package 2) – Ntafufu to Bambisana turn off :**
 - Project is in Preliminary design stage
- **N.002-200-2016/4 or N.002-200-2017/1 (Package 3) –Bambisana turn off to Lingeni:**
 - Project is in Preliminary Design phase
 - Contract for the upgrading of a local road that will act as a bypass during the main works construction is expected to start mid 2022
- **N.002- 200-2016/1(Package 4) –Lingeni to Msikaba**
 - Contract for main works package is expected to start early in 2022 .
 - Contract for an associated community road is expected to start mid 2022
- **N.002-200-2016/2 – Msikaba Bridge**
 - Initial Haul roads construction contract complete
 - Main works contract under construction
 - Expected completion early 2024
- **N.002-200 -2016/3 (Package 5) – Msikaba to Mtentu:**
 - Contract for main works package is expected to start early in 2022 .
 - Contract for an associated community road is expected to start mid 2022
- **N.002.201-2016/1 – Mtentu bridge :**
 - Initial Haul roads construction contract complete
 - Main works contract with previous contractor terminated
 - New Contract for main works package is expected to start early in 2022
- **N.002-210-2016/1 (Package 6) –Mtentu to Kulumbe :**
 - Project in Preliminary design stage.
- **N.002-210-2016/2 (Package 6) –Kulumbe to Mtamvuna :**
 - Project in Preliminary design stage.

The project includes:

- Upgrading of existing road sections of R61 included within the proposed project (approximately 22 km) including the construction of new parallel N2 highway, access roads, interchanges and intersections;

- New road construction within two “greenfields” sections in the Eastern Cape portion of the project (approximately 90 km) including construction of nine major bridges and several interchanges and intersections; The road width and number of lanes varies between different packages and within different packages and include, 2-lane, 2+1 lane, 4 lane divided, 4 lane undivided (across Msikaba and Mtentu bridges) and dual carriageway.
- Construction of associated structures (such as toll plazas, vehicular, pedestrian and agricultural over/underpasses, culverts, retaining walls, etc.).
- The project is divided into 9 primary packages for design and construction with each package having a separate Consulting Engineer appointment. Each package also has one primary main works contract and two or more associated supplementary direct or 1st tier contracts with SANRAL covering the construction of haul roads or access roads, relocations, drilling investigations and/or the supply of crushed road material.

C.4.4 CONSTRUCTION MATERIALS REQUIRED

Material sources for natural/crushed gravel for earthworks, layer works, asphalt and concrete layers will be sourced from cuttings within the road reserve, from commercial sources and borrow pits licenced to SANRAL or the Department of Transport (by agreement). The PEM will not be required to licence any material sources.

C.4.5 GEOTECHNICAL

No geotechnical input will be required from the PEM.

C.4.6 LAND REQUIREMENTS

The route is currently subject to land acquisition processes with various packages and parcels under different state of progress by separate Service Providers. Land is generally communal land but includes state owned, privately owned and land owned by Community Property Associations (trusts)

C.4.7 WORKING AGREEMENTS

None applicable to this tender

C.4.8 DRAINAGE

The new road crosses several rivers, numerous tributaries and drainage lines as well as numerous wetlands. These were all assessed as part of the EIA study. Water Use Authorisations in terms of Section 21 (a), (c) and (i) are in place for crossing and proximity to all wetlands and rivers and new registrations or renewals may be required from time to time.

C4.9 CONTRACTOR'S ESTABLISHMENT

The RoD allows for construction site camps within the road reserve and no additional approvals are required for these. However each Contractor will require accommodation camps for their staff and their Engineers staff which may require environmental approval to be obtained by the Contractor.

C4.10 *COMMUNITY*

The project traverses numerous rural and peri-urban communities along its route. Most of these communities are deeply traditional.

SANRAL has established Project Liaison Committees for each project along the route as well as other stakeholder forums to establish and maintain open and transparent communications.

C4.11 RRM

There are no RRM's for the greenfield packages

C.4.12 ANNEXURES

Annexure A: Locality Plan

Annexure A: Locality Plan

