

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

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

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

Sir,

CONTRACT SANRAL N.002-090-20023/1R  
FOR THE PERIODIC MAINTENANCE ON NATIONAL ROUTE N2 SECTION 9 BETWEEN WITELSBOS  
I/S (KM 37.00) AND KAREEDOUW I/C (KM 55.30)

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

**4. PRICE OFFERED**

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM PART C1 SECTION C2.3: PRICING SCHEDULE SUMMARY IS .....

..... (in words)

(R ..... in figures)

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

**5. PREFERENCE CLAIMED**

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

6. You may accept this offer by signing and returning to the tenderer one copy of the Form of acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

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

Yours faithfully

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

NAME (IN CAPITALS): .....

CAPACITY: .....

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

Certificate of Authority for signature.....

NAME AND ADDRESS OF ORGANISATION: .....

.....

NAME AND SIGNATURE OF WITNESSES:

**WITNESS 1:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

**WITNESS 2:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

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

*(Form to be printed on SANRAL letterhead)*

To *(Name of successful tenderer)*

Dear Sir,

CONTRACT SANRAL N.002-090-2023/1R  
FOR THE PERIODIC MAINTENANCE ON NATIONAL ROUTE N2 SECTION 9 BETWEEN WITELSBOS  
I/S (KM 37.00) AND KAREEDOUW I/C (KM 55.30)

### ACCEPTANCE OF OFFER

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

8. At least 7 days prior to the Commencement Date you shall deliver to us:
- i. A Performance Security (per clause 4 of the FIDIC Conditions of Contract), a proforma of which is attached for your reference. The 10% calculation for the Performance Security shall be based on the accepted contract value (excluding VAT) as contained in this form and there shall be no deviations from the wording of the proforma Performance Security.
  - ii. Proof of insurance in terms of the information provided in the contract data and clause 18 of the FIDIC Conditions of Contract. Proof of currency of insured cover shall be provided on a monthly basis until contract completion.
  - iii. Fully completed and signed Form C1.1.4.3 together with your Health and Safety plan (including Risk Assessment), proof of appointment of the Construction Manager (including CV and registration) proof of appointment of the Construction Health and Safety Officer (including proof of registration with SACPCMP), proof of appointment of Temporary works designer (if applicable) including ECSA registration, and Evidence of necessary competencies to carry out construction work safely viz. company profile, schedule of activities, relevant appointments and proofs of competency.
  - iv. Fully completed and signed Form C1.1.4.1 – Mandatary Agreement.
  - v. Fully completed and signed Form C1.1.4.9 – Appointment of Principal Contractor
  - vi. Proof that you are registered and in good standing with the compensation fund or with a licensed compensation insurer.
  - vii. A completed Form of Banking Details.
  - viii. Proof of registration on the Employer's Project Information Module (ITIS).
  - ix. Nominated DAB member details.
  - x. Fully completed Form C1.1.3 Appendix to Form of Acceptance.
  - xi. Proof of registration on SAP Ariba. The link and information to register the Ariba account is provided on <https://www.nra.co.za/sap-ariba/> , Contact: [supplierenablement@nra.co.za](mailto:supplierenablement@nra.co.za) or *(Insert relevant Procurement Officer generic email address)* for queries regarding SAP Ariba registration.
  - xii. A full breakdown of all rates (as per clause 14.1 of the FIDIC Conditions of Contract as amended).
  - xiii. A programme for the Mobilisation Period (as per clause 8,3 of the FIDIC Conditions of Contract as amended).

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

9. The effective date of the contract shall be the date of this Form of Acceptance unless you, within four (4) calendar days of the effective date, notify us in writing of any justification why you cannot accept the contents of this agreement.
10. The Commencement Date shall be the day on which the commencement meeting is held, which shall not be later than. All the requirements of the Mobilisation Period shall be complied with within three (3) months of the Commencement Date.
11. Access to the Site shall be on the date stated on the Letter of Access to the Site, which date shall be after the Employer being in possession of the Construction Work Permit and after the requirements of the Mobilisation Period have been complied with.
12. Notwithstanding that a full, original-signed copy of the contract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this Form of Acceptance constitutes the binding contract between us.

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

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

NAME (IN CAPITALS): .....

CAPACITY: Regional Manager (Southern Region)

EMPLOYER'S NAME AND ADDRESS: South African National Roads Agency SOC Limited  
The Regional Manager (Southern Region)  
20 Shoreward Drive,  
Bay West,  
Gqeberha, 6025

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

NAME & SIGNATURE OF WITNESSES:

**WITNESS 1:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

**WITNESS 2:**

SIGNATURE: .....

NAME (IN CAPITALS): .....

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

CONTRACT SANRAL N.002-090-2023/1R  
FOR THE PERIODIC MAINTENANCE ON NATIONAL ROUTE N2 SECTION 9 BETWEEN WITELSBOS  
I/S (KM 37.00) AND KAREEDOUW I/C (KM 55.30)

Schedule of deviations

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

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

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

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

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

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

NAME (IN CAPITALS): .....

CAPACITY: .....

NAME AND ADDRESS OF CONTRACTOR: .....

.....

.....

**C1.1.4 OTHER STANDARD FORMS**

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

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

WHEREAS the Employer is desirous that certain works be constructed, viz. CONTRACT SANRAL N.002-090-2023/1R for THE PERIODIC MAINTENANCE ON NATIONAL ROUTE N2 SECTION 9 BETWEEN WITELSBOS I/S (KM 37.00) AND KAREEDOUW I/C (KM 55.30)

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

- (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- 4. In addition to the requirements of sub-clause 4.8, 6.7 and 17.1 of the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this contract, the Mandatary agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
- 5. The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.
- 6. The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7. The Mandatary undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:
  - (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in The Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatary and/or his employees and/or its subcontractors.

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

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

WITNESS 1: .....

NAME (IN CAPITALS) .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

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

WITNESS 1: .....

NAME (IN CAPITALS): .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

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

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

**Note to tenderer:**

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

CONTRACT SANRAL N.002-090-2023/1R  
FOR THE PERIODIC MAINTENANCE ON NATIONAL ROUTE N2 SECTION 9 BETWEEN WITELSBOS I/S (KM 37.00) AND KAREEDOUW I/C (KM 55.30)

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

5. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.
6. The Guaranteed Sum, or such portion as may be demanded, may be retained by SANRAL on condition that after completion of the service, as stipulated in the contract, SANRAL shall account to the Guarantor showing how this amount has been utilised, and refund to the Guarantor any balance due.
7. This guarantee is neither negotiable nor transferable and:
  - (a) must be surrendered to the Guarantor at the time when SANRAL accounts to the Guarantor in terms of clause 6 above, or
  - (b) shall lapse after the Engineer has certified that the Contractor has executed and completed the Works, and all defects have been remedied and the Performance Certificate has been issued in terms of the Conditions of Contract and
  - (c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the Guaranteed sum, and
  - (d) any reference in this guarantee to the above Contract/works is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Suretyship
8. The cancellation of, or any change to the terms and/or conditions of this guarantee, must first be agreed to in writing by SANRAL, the Contractor and the Guarantor.
9. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT .....

ON THIS ..... DAY OF ..... 20 .....

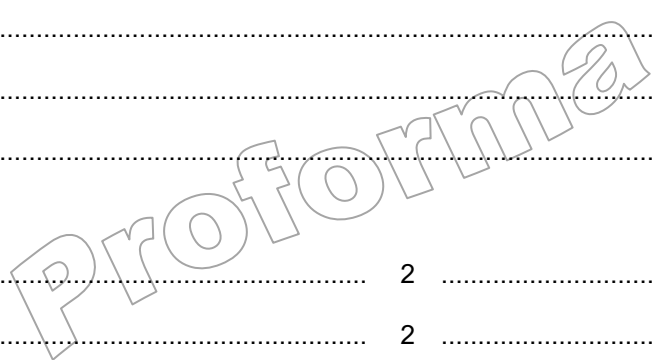
GUARANTOR: .....

ADDRESS: .....

.....

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

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



**C1.1.4.2(b) FORM OF PRODUCT PERFORMANCE GUARANTEE FOR SURFACE TREATMENT OR ASPHALT**

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

**Note to tenderer:**

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

CONTRACT SANRAL N.002-090-2023/1R  
FOR THE PERIODIC MAINTENANCE ON NATIONAL ROUTE N2 SECTION 9 BETWEEN WITELSBOS I/S (KM 37.00) AND KAREEDOUW I/S (KM 55.30)

1. I/We , the undersigned, ..... and .....  
in our respective capacities as .....  
and .....  
and as such duly authorised to represent: .....  
(hereinafter referred to as "the Guarantor") *(in the case of a company, a resolution to be attached)*  
do hereby hold at your disposal the amount of .....  
(R.....), for the due fulfilment by .....  
*(insert the name of Contractor)* (hereinafter referred to as "the Contractor") of its obligations to The South African National Roads Agency SOC Limited (hereinafter referred to as "SANRAL") in terms of the above stated contract between the Contractor and SANRAL.
2. The Guarantor hereby renounces the benefits of the exceptions non numeratae pecuniae, non-causa debiti, excussionis and divisionis, the meanings and effect whereof the Guarantor declares itself to be fully conversant.
3. The Guarantor undertakes and agrees to pay to SANRAL the said amount of R.....  
.....  
(R.....) (excluding VAT), or such portion as may be demanded on receipt of a written demand from SANRAL, which demand may be made by SANRAL if in SANRAL's opinion and at SANRAL's sole discretion, the Surface Treatment constructed under this Contract does not meet the acceptance criteria in terms of Section D10.1 of Part C3 of the Contract.
4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by SANRAL at any stage.
5. The said amount of R.....  
(R.....), or such portion as may be demanded may be retained by SANRAL on condition that after completion of the service, as stipulated in the contract, SANRAL shall account to the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.

6. This guarantee is neither negotiable nor transferable and
- (a) must be surrendered to the Guarantor at the time when SANRAL accounts to the Guarantor in terms of clause 5 above, or
  - (b) shall lapse at the end of the guarantee period in terms of Section D10.1 Part C3 of the Contract Document upon issue of a report by the Engineer to SANRAL stating that all parameters meet the full Assessment Criteria, or, where the full Assessment Criteria have not been met, that the remedial work has been accepted by the Engineer and SANRAL, and
  - (c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.
7. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT .....

ON THIS ..... DAY OF ..... 20 .....

GUARANTOR: .....

ADDRESS: .....

.....

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

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

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

CONTRACT SANRAL N.002-090-2023/1R  
FOR THE PERIODIC MAINTENANCE ON NATIONAL ROUTE N2 SECTION 9 BETWEEN WITELSBOS I/S (KM 37.00) AND KAREEDOUW I/C (KM 55.30)

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

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

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

**Annexure 1**

**Occupational Health and Safety Act, 1993**

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

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

This application must be submitted with the following documents:

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

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

.....  
.....

2. Details of the Agent:

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

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

.....  
.....

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

.....  
.....

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

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

(c) Construction Health and Safety Officer:

.....

5. Exact physical address of the construction and site office:

.....  
.....

7. Nature of construction work:

.....  
.....

8. Expected commencement date: .....

9. Expected completion date: .....

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

.....

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

.....

12. Name(s) of contractors appointed:

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

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

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

FOR OFFICE ONLY

Authorization / Unique No.	LABOUR CENTRE	OFFICE APPROVAL STAMP
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1. Date of application: .....

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

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

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

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

4. Reason for declining the application

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**C1.1.4.4(a) FORM OF RETENTION MONEY GUARANTEE**

To:

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

**Note to tenderer:**

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

CONTRACT SANRAL N.002-090-2023/1R  
FOR THE PERIODIC MAINTENANCE ON NATIONAL ROUTE N2 SECTION 9 BETWEEN WITELSBOS I/S (KM 37.00) AND KAREEDOUW I/C (KM 55.30)

1. The guarantee is issued on behalf of ..... Registration No. .... (hereinafter referred to as "the Contractor") in connection with the above-mentioned contract (hereinafter referred to as "the Contract"). Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.
2. Now therefore we, the undersigned, ..... and ..... Acting in our respective capacities as ..... and ..... and being duly authorised to represent ..... (*full name of guarantor*) registration number ..... (hereinafter referred to as "the Guarantor") undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you, which demand may be made by SANRAL if, (in your opinion and at your sole discretion), the said Contractor for any reason fails and/or neglects to complete the services in accordance with the conditions of contract, or if he fails or neglects to refund to SANRAL any amount found to be due and payable to SANRAL, or if his estate is sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.
3. Each demand shall be in writing and delivered to us via email at ..... or such other address as we shall in writing notify to you.
4. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
5. Our aggregate liability under this guarantee is limited to R ..... (..... Rands) (excluding VAT) and is restricted to payment of monies only.
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
7. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6 (above), whichever is the earlier.
8. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

Signed at ..... for and on behalf of .....  
on this the ..... day of ..... in the year .....

Guarantor's signatory (1):

Guarantor's signatory (2):

.....  
NAME: .....  
CAPACITY: .....  
.....  
.....

.....  
NAME: .....  
CAPACITY: .....  
.....  
.....

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#### C1.1.4.4(b) FORM OF ADVANCE PAYMENT GUARANTEE

To:

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

#### Note to tenderer:

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

CONTRACT SANRAL N.002-090-2023/1R  
FOR THE PERIODIC MAINTENANCE ON NATIONAL ROUTE N2 SECTION 9 BETWEEN WITELSBOS I/S (KM 37.00) AND KAREEDOUW I/C (KM 55.30)

1. We have been informed that ..... (hereinafter referred to as "the Contractor") is your contractor under the above-mentioned contract (hereinafter referred to as "the Contract") and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.
2. At the request of the Contractor, we, the undersigned ..... and ..... acting in our respective capacities as ..... and ....., being duly authorised to represent ..... (*insert full name of guarantor*) registration number ..... (hereinafter referred to as the "Guarantor") (*in the case of a company, a resolution to be attached*) hereby irrevocably undertake to pay you, The South African National Roads Agency SOC Limited (hereinafter referred to as "SANRAL"), any sum or sums not exceeding in total the amount of R..... ( ..... *insert amount in words*) (hereinafter referred to as the "Guaranteed Amount"), upon receipt by the Guarantor of a written demand by SANRAL, which demand may be made by SANRAL if, (in the opinion and at the sole discretion of SANRAL), the said Contractor for any reason fails and/or neglects to repay the advance payment in accordance with the conditions of the Contract.
3. Each demand by SANRAL shall be in writing and delivered to the Guarantor via email at ..... or such other address as the Guarantor shall in writing notify to SANRAL. The written demand shall be signed by an authorised representative of SANRAL whose authority need not be proved for purposes of a demand and shall state:
  - a) that the Contractor has failed to repay the advance payment in accordance with the conditions of the Contract; and
  - b) the amount which the Contractor has failed to repay.
4. This guarantee shall become effective upon receipt of the advance payment by the Contractor.
5. This guarantee shall expire on the date on which the full Advance Payment, has been repaid to SANRAL.
6. The Guarantor's liability under this guarantee is of a principal nature, unconditional and separately enforceable against the Guarantor, and this guarantee is not subject to the terms of the Contract or any other agreement. The Guarantor's liability hereunder shall not be reduced or in any way be affected by the release, cancellation or alteration of the terms of the Contract, or by any other

arrangements between the Contractor and SANRAL or diminished by any disputes, claims or counterclaims between SANRAL and the Contractor, other than as expressly contemplated under this guarantee.

7. This guarantee is neither negotiable nor transferable and must be returned to the Guarantor against final payment of the aggregate liability of the Guarantor or on the date of the expiry of the guarantee in terms of Clause 5 (above), whichever is the earlier.
8. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

Signed at ..... for and on behalf of .....  
on this the..... day of ..... in the year .....

Guarantor's signatory (1):

Guarantor's signatory (2):

.....  
NAME: .....  
CAPACITY: .....  
.....  
.....

.....  
NAME: .....  
CAPACITY: .....  
.....  
.....

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**C1.1.4.5 FORM OF BANKING DETAILS**

**Notes to Contractor:**

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

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To:  
The South African National Roads Agency SOC Limited  
The Regional Manager (Southern Region)  
20 Shoreward Drive  
Bay West  
Gqeberha  
6025

Dear Sir

CONTRACT SANRAL N.002-090-2023/1R  
FOR THE PERIODIC MAINTENANCE ON NATIONAL ROUTE N2 SECTION 9 BETWEEN WITELSBOS  
I/S (KM 37.00) AND KAREEDOUW I/C (KM 55.30)

**BANKING DETAILS**

By signing this document we accept the following:

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

Account Name: .....

Bank: .....

Branch Name: .....

Branch Code: .....

Account Number: .....

Yours sincerely

.....  
Authorised Signatory for (*Note to SANRAL compiler: Insert name of successful contractor*)

DATE: .....

**C1.1.4.6 TAX COMPLIANCE PERMISSION DECLARATION**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.002-090-2023/1R  
FOR THE PERIODIC MAINTENANCE ON NATIONAL ROUTE N2 SECTION 9 BETWEEN WITELSBOS  
I/S (KM 37.00) AND KAREEDOUW I/C (KM 55.30)

**Note:**

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

The Contractor shall complete the declaration below.

I, ..... (name)  
the undersigned in my capacity as ..... (position)  
on behalf of .....  
..... (name of company)

herewith grant consent that SARS may disclose to the South African National Roads Agency SOC Limited (SANRAL) our tax compliance status on an ongoing basis for the contract term.

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

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

SIGNATURE: .....

DATE: .....

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

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

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

WHEREAS the Client is desirous that certain works be constructed, viz. CONTRACT SANRAL N.002-090-2023/1R for THE PERIODIC MAINTENANCE ON NATIONAL ROUTE N2 SECTION 9 BETWEEN WITELSBOS I/S (KM 37.00) AND KAREEDOUW I/C (KM 55.30)  
and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of the works.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

- 6. The Principal Contractor warrant that adequate provision has been made for the cost of health and safety measures during the execution of the project, and that sufficient resources (including competent personnel) are available to carry out the construction work safely.
- 7. The Principal Contractor warrants that that the Employer/Client has carried out his duties in terms of Construction Regulation 5.1(a)(b)(f):
  - (i) Section 5.1(a): A baseline risk assessment for the intended construction work was prepared by the client and included in the tender documentation.
  - (ii) Section 5.1(b) & (f): A suitable, sufficiently documented and coherent site-specific health and safety specification for the intended construction work based on the baseline risk assessment was included in the tender documentation.

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

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

WITNESS 1: .....

NAME (IN CAPITALS) .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

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

WITNESS 1: .....

NAME (IN CAPITALS): .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

