

SANRAL

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg No. 1998/000584/30

BUILDING SOUTH AFRICA
THROUGH BETTER ROADS

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*

**CONTRACT TITLE: *GEOTECHNICAL DRILLING
SERVICES FOR THE DESIGN OF THE NEW
SANRAL EASTERN REGION BUILDING AND
ASSOCIATED WORKS IN PIETERMARITZBURG***

PROJECT DOCUMENT

DATE:

FEBRUARY 2024

TENDER DOCUMENT
VOLUME 3

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

NAME OF TENDERER:



SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*

FOR

**GEOTECHNICAL DRILLING SERVICES FOR THE
DESIGN OF THE NEW SANRAL EASTERN REGION
BUILDING AND ASSOCIATED WORKS IN
PIETERMARITZBURG**

PROJECT DOCUMENT

DATE:STATUS
VOLUME 3

THIS DOCUMENT COMPILED BY:

HN Consulting Engineers

Block B, Hilltops Office Park

73 Villiers Drive, Clarendon

Pietermaritzburg

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

The Regional Manager Eastern Region
The South African National Roads Agency SOC Ltd
58 van Eck Place
Mkondeni
Pietermaritzburg, 3200

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

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

Volume 2: The Standard Specifications for Subsurface Investigations (2010) issued by SANRAL. The tenderer shall obtain his own copy of Volume 2 from SANRAL's web site.

https://www.nra.co.za/uploads/27/2010_Standard-SpecSubsurface_12_July_2010.pdf

Volume 3: This Project Document, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Site Information is issued by the Employer (see note 3 below). The Employer's Form of Acceptance and any correspondence from the selected tenderer, performance security-demand guarantee and all addenda issued during the period of tender will also form part of this volume once a successful tenderer has been appointed.

The conditions of tender are the standard conditions of tender as contained in the South African Bureau of Standards, SANS 10845-3:2015, Construction procurement – Part 3: Standard conditions of tender, document, which the tenderer shall purchase himself.

Notes to tenderer:

1. **Volume 1 is obtainable from CESA, P. O. Box 68482, Bryanston, 2021. Tel: (011) 463 2022 Fax: (011) 463 7383, email: general@cesa.co.za.**
2. **Volume 2 is obtainable from SANRAL's web site www.nra.co.za**
3. **Volume 3 – Electronic Submission**

The following information has to be submitted electronically on flash drive

a) The 1st file in pdf format which contains;

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

b) The 2nd file in Excel format which contains:

- Completed pricing schedule

For alternative offers the tenderer shall submit the following additional documentation, printed and bound hard copy and electronically in a separate flash drive marked

Alternative (followed by the Tenderer name)" in a sealed envelope in the following order:

- **Form of Offer (signed and scanned as .pdf and state "Alternative Form of Offer" and printed hardcopy of Form of Offer)**
- **All returnable schedules and attachments and certificates applicable to the alternative offer (signed and scanned as .pdf).**

b) Alternative Pricing Schedule (printed Summary of Pricing Schedule and copy in Excel)

- **Other relevant information.**

SUBMISSION OF TENDER

Of the contract documents, only the following parts of VOLUME 3 needs to be submitted in (1) a printed and bound hard copy and (2) electronically on a flash drive marked “Main Tender”, followed by the Tenderer’s name, in a sealed envelope, in the following order:

- a) Form of Offer (signed in hard copy and scanned as .pdf)
- b) Returnable Schedules, attachments and certificates (hard copy and scanned as .pdf)
- c) Pricing Schedule (completed in hard copy, scanned as .pdf and MS Excel copy).

ALTERNATIVE OFFERS

For alternative offers the Tenderer shall submit the following additional documentation, in (1) a printed and bound hard copy and (2) electronically on a separate flash drive marked “Alternative”, followed by the Tenderer name, in a sealed envelope in the following order:

- a) Form of Offer (signed in hard copy and scanned as .pdf and state “Alternative Form of Offer”)
- b) Returnable Schedules, attachments and certificates (hard copy and scanned as .pdf)
- c) Alternative Pricing Schedule (completed in hard copy, scanned as .pdf and MS Excel copy).

Information provided by a Tenderer over and above the above parts of Volume 3 shall be treated as information only and will only be bound into the Contract if the Tenderer notes on Form A4: Schedule of Variations or Deviations, that the information has a bearing on the tender price.

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PART T1: TENDERING PROCEDURES

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SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED
SUB-CONTRACT SANRAL **ER4004-61132-2021-SS1**
**GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN
REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG**

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

The South African National Roads Agency SOC Limited (SANRAL) invites suitably qualified tenderers for ER4004-61132-2021-SS1 FOR GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG This project is in the province of **Kwa-Zulu Natal** and in the district municipality of **Umgungundlovu and Local Municipality of Msunduzi**. The approximate duration is 2 months.

CIDB Regulation 25(1B) will not be applicable to this contract.

Only tenderers who are registered on the National Treasury Central Supplier Database as stated in the Tender Data Clause 4.1.1, are eligible to tender.

TENDER DOCUMENTS

Tender documents are available at no cost in electronic format downloaded from the SANRAL's website by the following link <https://www.nra.co.za/service-provider-zone/tenders/open-tenders/>. Tenderers must have access to MS 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. 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 tender clarification briefing presentation is available to be downloaded from the SANRAL website at the following link: <https://www.nra.co.za/service-provider-zone/tenders/open-tenders/>. No briefing meeting will be held.

COMPLETION AND DELIVERY OF TENDERS

The closing time for receipt of tenders is 11h00 on **15 April 2024**.
Telegraphic, telephonic, telex, email, facsimile and late tenders will not be accepted.

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

E-mail :- jimmy@hn.co.za

SUB-CONTRACT SANRAL **ER4004-61132-2021-SS1**

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

T1.2 TENDER DATA

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

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

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

Clause Number	Data
2.1	Wherever reference is made in the documentation to bill of quantities it shall also mean pricing schedule.
3.1	<p>The Employer is HN Consulting Engineers The Employer’s domicilium citandi et executandi (permanent physical business address) is:</p> <p><i>Block B, Hilltops Office Park, 73 Villiers Drive Clarendon, Pietermaritzburg 3201</i></p> <p>The Employer’s address for communication relating to this project is:</p> <p><i>P O Box 13215, Cascades, Pietermaritzburg, 3203</i></p> <p>POSTAL OR DELIVERY</p>
3.2	<p>Tender Documents</p> <p>The tender documents issued by the Employer comprise:</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender..... (White)</p> <p>T1.2 Tender data (Pink)</p> <p>Part T2: Returnable Schedules</p> <p>T2.1 List of returnable documents.....(Yellow)</p> <p>T2.2 Returnable schedules(Yellow)</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance.....(Yellow)</p> <p>C1.2 Contract data(Yellow)</p> <p>C1.3 Other contract forms.....(Yellow)</p> <p>Part C2: Pricing data</p>

Clause Number	Data
	C2.1 Pricing instructions (assumptions)(Yellow) C2.2 Pricing Schedules / Bills of Quantities(Yellow) Part C3: Scope of work C3 Scope of work (Blue) Part C4: Site Information C4 Site Information..... (Green) Part C5: Annexures (White)
3.4	Communication and employer's agent The Employer's Agent during the tender period can be contacted at jimmy@hn.co.za
3.5	The tender process may be cancelled if: a) Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation; b) Funds are no longer available to cover the total envisaged expenditure; c) No acceptable tender is received; or d) There is a material irregularity in the tender process The period of 6 (six) months is not applicable.
4.1.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: a) National Treasury Central Supplier Database (Form A3.4) Tenderers, or in the event of a joint venture, each member of the joint venture, must be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. Tenders received from such tenderers who do not comply with this requirement, will be declared non-responsive. Failure to satisfy all the eligibility criteria will result in a non-eligible 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	Clarification meeting Clarification briefing presentation is available on the following link https://www.nra.co.za/service-provider-zone/tenders/open-tenders/ The onus rests with the tenderer to ensure that the representative reading/viewed the clarification briefing presentation is appropriately qualified to understand all directives and clarifications given in the presentation. The signature on the duly completed and signed Form A1 shall be considered proof that the tenderer read/viewed the whole clarification briefing presentation and clearly understood all directives and clarifications given in the presentation.
4.8	Seek clarification Request clarifications at least 12 working days before the closing time.
4.9	Insurance No insurance is provided by the employer
4.10	Pricing the tender offer Tenderers are required to state the rates, amounts and currencies in Rand.
4.12	Alternative tender offers

Clause Number	Data
	<p>An alternative tender offer shall only be considered from a tenderer whose postulated tender offer is the preferred tender.</p> <p>A tenderer wishing to submit an alternative offer (excluding alternative offers of different contract duration, retention guarantees, discounted offers or different compliant material sources) shall first apply to the Employer's agent for confirmation that the Employer's standards and requirements envisaged in the design are not compromised or reduced. Such confirmation must have been provided by the Employer's agent in writing within 5 working days after receipt of the application but not later than 5 working days before the date and time of tender closing, or as extended by an addendum sent to all tenderers. The application shall not be submitted later than 7 (seven) working days before the date of tender closing given in Tender Data clause 4.15, or as extended by an addendum sent to all tenderers.</p> <p>Also, not acceptable as alternative offers are the submission of alternative key persons, alterations to contingency pay items provided in the bill of quantities (pricing schedule), fixed prices for individual items or a fixed price contract.</p> <p>If an alternative proposal is confirmed to be acceptable, calculations, drawings and all other pertinent technical information and characteristics as well as proposed modification of, or alternative to, the Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set in clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Should an alternative structural design be proposed, the proposed alternative Pricing Data shall include an amount equal to 3% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. If the alternative offer is accepted, this amount will serve as a negative prime cost sum under section 1200 to be deducted from the contractor's payment certificates. The Employer undertakes to provide full accounting of the amount expended for this contingent sum and if exceeded, no further payments shall be deducted. Failure by a tenderer to include the required amount for confirming the alternative design may render his alternative tender as non-responsive.</p> <p>Acceptance of an alternative offer will mean acceptance in principle of the offer. It will be an obligation of the contract with the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>
4.13.4	<p>Submission in the tender box</p> <ul style="list-style-type: none"> • Submit the tender offer electronically on a flash drive and printed hard copy of Form of Offer and summary of pricing schedule. • (In the relevant MS Word 2013 and MS Excel 2013 format as issued, and not in .pdf format, except where so specified.)
4.13.5	<p>Submitting a tender offer</p> <p>Submission in the tender box</p> <p>Only the following needs to be submitted:</p> <p>a) Main Tender Offer</p> <p>The following information to be submitted electronically on flash drive and marked Main Tender Offer followed by the "Tenderer name", in the following order:</p> <ul style="list-style-type: none"> - Form of Offer (signed and scanned as .pdf) and printed hardcopy of Form of Offer - All returnable schedules and attachments and certificates specific to the tender (signed and scanned as .pdf)

Clause Number	Data
	<ul style="list-style-type: none"> - Completed pricing schedule (scanned copy in .pdf and copy in Excel) and printed hardcopy of Summary of Pricing Schedule.” <p>b) For alternative offers the tenderer shall submit the following additional documentation, in an electronically on a separate flash drive marked Alternative followed by the “Tenderer name”:</p> <ul style="list-style-type: none"> - Form of Offer (signed and scanned as .pdf and state “Alternative Form of Offer”) and printed hardcopy of Form of Offer - All returnable schedules and attachments and certificates applicable to the alternative offer (signed and scanned as .pdf) - Alternative Pricing Schedule (scanned copy in .pdf and copy in Excel) and printed hardcopy of Summary of Pricing Schedule.” - Other relevant information. <p>Sensitivity – General</p> <p>In the event of any discrepancy between the contents of the electronically priced schedule in Excel, and the electronically provided pricing schedule in .pdf format, the contents of the electronically pricing schedule in .pdf format shall be taken as the valid contents. For the information provided by the tenderer as part of his submission, e.g. rates, the electronically signed schedule in .pdf shall be taken as the valid submission.</p> <p>Submit the tender offer electronically on a flash drive in a sealed envelope marked with the tenderer’s company name, the project number and description.</p>
4.13.5	<p>Submission in tender box</p> <p>The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Reception area</p> <p>Physical address: The South African National Roads Agency SOC Ltd Eastern Region, 58 van Eck Place ,Mkondeni, Pietermaritzburg, KwaZulu Natal, , 3200, South Africa</p> <p>Identification details: Mark the envelope with the tenderer’s company name, the project number and description: ER4004-61132-2021-SS1 FOR GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG</p> <p>Tenders must be submitted during hours (09:00 to 16:00) Monday to Friday at the Employer’s address.</p> <p>It is in the tenderer’s interest to ensure that the delivery of the tender offer is recorded in the Employer’s tenders received register and deposited in the tender box.</p>
4.13.5	<p>A one-envelope procedure will apply as follows:</p> <ul style="list-style-type: none"> • A folder is provided marked <ul style="list-style-type: none"> a)Ensure that all returnable schedules listed in T2.1 List of Returnable Schedules are completed. Wherever it is a requirement to attach certificates or letters to the returnable schedules, these should be submitted. b)Upload the A-Forms (pdf.), B-Forms (pdf), C-Forms and certificates or letters (pdf.) on the flash drive. (Note to compiler: Insert upload on the technical envelope if submission is through ARIBA) • The completed document must be uploaded on flash drive and the printed hard copy of Form of Offer and summary of pricing schedule should be marked with the tenderer’s company name, the project number and description”.

Clause Number	Data
	<ul style="list-style-type: none"> • The envelope shall state on the outside the Employer’s address, contract number and title as well as the Tenderer’s name, authorised representative’s name, postal address and contact telephone numbers. • Seal envelope and in an outer envelope write the words “TENDER” clearly marked and bearing the Employer’s name, contract number and description as well as the Tenderer’s authorised representative’s name, postal address and contact details. <p>SANRAL will not be held liable where the tenderer submit an electronic tender that cannot be accessed. The tenderer will be declared non-responsive if a tenderer submits.</p>
4.14	<p>Information and data to be completed in all respects</p> <p>Provided that the omission is not a material omission, the Employer reserves the right to condone the omission and may waive any nonconformities in the tender.</p> <p>Provided that the omission is not a material omission, the Employer reserves the right to condone the omission and may request the tenderer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the tender related to documentation requirements.</p>
4.15.2	<p>Closing Time The closing time for submission of tender offers is 11h00 on 15 April 2024</p>
4.16.1	<p>Tender offer validity The tender offer validity period is 24.weeks.</p>
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ul style="list-style-type: none"> 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, <p>such tenderer shall be barred from tendering on any of the Employer’s future tenders for a period to be determined by the Employer, but not less than six (6) months from a date determined by the Employer. This sanction also applies to tenders under evaluation and not yet awarded. This sanction does not apply to tenders under evaluation where a request for extension of the validity period was not accepted by the tenderer The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p> <p>Should the tenderer not accept the validity extension or if the tenderer does not withdraw a condition attached to a conditional acceptance, this shall result in a non-responsive tender or the tender is considered to have made an election to exclude itself from the tender process.</p>
4.18	<p>Provide other material Any additional information requested under this clause must be provided within 5 (five) working days of date of request.</p>
5.1	<p>Respond to requests from the tenderer</p> <p>The employer shall respond to clarifications received up to 12 working days before tender closing time.</p> <p>The Employer shall respond to any clarifications from the tenderers emanating from the addenda until 3 working days before tender closing date.</p>
5.2	<p>Issue Addenda</p>

Clause Number	Data
	The employer shall issue addenda until 10 working days before tender closing time.
5.4	<p>Opening of tender submissions</p> <p>The time for opening of the tender offer via live streaming:</p> <ul style="list-style-type: none"> • Time: 11h00 on 15 April 2024 <p>Location: On Line – Link will be sent to bidders.</p>
5.7	<p>Grounds for rejection and disqualification</p> <p>Prior to disqualification, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.</p> <p>In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury in writing.</p>
5.8	<p>Test for responsiveness</p> <p>A Substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material, non-conformities to the bid specifications but are not-related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender.</p> <p>A responsive tender is also one that conforms to all the terms, conditions, and scope of work of the tender documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification.</p>
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ol style="list-style-type: none"> 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

Clause Number	Data
	<p>the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</p> <p>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.</p> <p>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.</p> <p>Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.11.4	<p>Evaluating price and preference</p> <p>The procedure for the evaluation of responsive tenders is Method 3.</p> <p>i. Scoring financial offers and preference</p> <p>a) score each tender in respect of the financial offer made and the preference claimed in accordance with the provisions of 5.11.7 and 5.11.8 respectively.</p> <p>b) calculate the total number of tender evaluation points (TEV) in accordance with the following formula:</p> <p>TEV = NFO + NP</p> <p>NFO / Ps = Number of evaluation points for financial offers (5.11.7)</p> <p>NP = Number of evaluation points for preference (5.11.8)</p>
5.11.7	<p>Scoring Financial offers:</p> <p>1. 80/20 preference point system for acquisition of goods and services for Rand value equal to or above R30 000 and up to R50 million</p> <p>The following formula will be used to calculate thee points out of 80 for price:</p> $Ps = 80(1 - (Pt - Pm) / Pm)$ <p>Where:</p> <ul style="list-style-type: none"> - Ps is the points scored for price of tender under consideration. - Pt is the price of the tender under consideration; and - Pm is the price of the lowest acceptable tender. <p>2. 90/10 preference point system for acquisition of goods and services for Rand value above R50 million</p> <p>The following formula will be used to calculate thee points out of 90 for price:</p> $Ps = 90(1 - (Pt - Pm) / Pm)$ <p>Where:</p> <ul style="list-style-type: none"> - Ps is the points scored for price of tender under consideration. - Pt is the price of the tender under consideration; and - Pm is the price of the lowest acceptable tender. <p>In the event that the calculated value is negative, the allocated score shall be 0 (zero).</p>

Clause Number	Data																																								
5.11.8	<p>Scoring preference / Specific Goals: Points for specific goals will be awarded according the table below:</p> <table border="1" data-bbox="403 271 1554 745"> <thead> <tr> <th rowspan="2">Specific goals</th> <th rowspan="2">Criteria</th> <th colspan="2">10 points</th> <th colspan="2">20 points</th> </tr> <tr> <th>Point allocation</th> <th>Maximum points</th> <th>Point allocation</th> <th>Maximum points</th> </tr> </thead> <tbody> <tr> <td rowspan="9">B-BBEE Level</td> <td>Level 1</td> <td>10.00</td> <td rowspan="9">10.00</td> <td>20.00</td> <td rowspan="9">20.00</td> </tr> <tr> <td>Level 2</td> <td>9.00</td> <td>18.00</td> </tr> <tr> <td>Level 3</td> <td>6.00</td> <td>14.00</td> </tr> <tr> <td>Level 4</td> <td>5.00</td> <td>12.00</td> </tr> <tr> <td>Level 5</td> <td>4.00</td> <td>8.00</td> </tr> <tr> <td>Level 6</td> <td>3.00</td> <td>6.00</td> </tr> <tr> <td>Level 7</td> <td>2.00</td> <td>4.00</td> </tr> <tr> <td>Level 8</td> <td>1.00</td> <td>2.00</td> </tr> <tr> <td>Non-compliant contributor</td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table> <p><i>A valid B-BBEE verification certificate must be submitted.</i></p> <p>1. The tenderer's scorecard shall be a B-BBEE Certificate issued in accordance with:</p> <ul style="list-style-type: none"> - the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; or - in the event that the Measured Entity operates in more than one sector or a sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes; and <p>i) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C1; and</p> <p>ii) The certificate shall:</p> <ul style="list-style-type: none"> - be valid at the tender closing date; and - have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or - be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and - have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15); and <p>iii) A valid BBEE Certificates shall contain:</p> <ul style="list-style-type: none"> - 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 <p>iv) A valid Sworn Affidavit must contain the following:</p> <ul style="list-style-type: none"> - 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. 	Specific goals	Criteria	10 points		20 points		Point allocation	Maximum points	Point allocation	Maximum points	B-BBEE Level	Level 1	10.00	10.00	20.00	20.00	Level 2	9.00	18.00	Level 3	6.00	14.00	Level 4	5.00	12.00	Level 5	4.00	8.00	Level 6	3.00	6.00	Level 7	2.00	4.00	Level 8	1.00	2.00	Non-compliant contributor	0.00	0.00
Specific goals	Criteria			10 points		20 points																																			
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	Level 8	1.00		2.00																																					
	Non-compliant contributor	0.00		0.00																																					

Clause Number	Data
	<ul style="list-style-type: none"> - 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 (must be in the format dd/mm/yyyy) as per the enterprise's registration documents, which was used to determine the total revenue. - B-BBEE status level. An enterprise can only have one status level. - Date deponent signed and date of Commissioner of Oath must be the same. - Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. <p>v) In an event of an un-incorporated Joint Venture (JV), a valid project specific (must contain SANRAL project name and number) consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted.</p>
5.13	<p>Acceptance of a tender offer</p> <p>The conditions stated in clauses 5.13(a) to ((f) of the Conditions of Tender as well as the following additional clauses 5.13(g) to (k) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 and as compelling and justifiable reasons in terms of Conditions of Tender clause 5.11:</p> <ul style="list-style-type: none"> 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; h) the tenderer has not abused the Employer's supply chain management system; i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect; and j) the tenderer is tax compliant. The recommended tenderer who becomes non-compliant, prior to award, shall be notified and must become compliant within 7 working days of the date of being notified. A recommended tenderer who remains non-compliant after the 7 working days of being notified, shall be declared non-responsive. k) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. The licensed compensation insurer shall be approved by Department of Labour in terms of Section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 130 of 1993). <p>l) Price negotiations.</p> <ol style="list-style-type: none"> 1. If the price offered by a tenderer scoring the highest points is not market related, the Organ of state may not award the tender to that tenderer. 2. The Organs of state may – <ul style="list-style-type: none"> i. Negotiate a market related price with the tender scoring the highest points or cancel the tender; ii. If the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender; iii. If the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender; 3. If a market related price is not agreed as envisaged in paragraph 2.(iii), the organ of state must cancel the tender. <p>In addition to the requirements under paragraph (b) of the Conditions of Tender, in the event that a due diligence is performed as part of the tender evaluation, the due diligence report will be used to evaluate the tenderer's ability to perform the contract as stated in paragraph (b). The due diligence will evaluate the overall risk associated with the tender. The due diligence will take into consideration the following:</p> <ul style="list-style-type: none"> - 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 & available resources in relation to the proposed tender, - Integrity Risk Evaluation,

Clause Number	Data
	<ul style="list-style-type: none"> - 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	<p>Registration of the award</p> <p>SANRAL will notify unsuccessful tenderers when the tender process has been concluded. Any unsuccessful tenderer may request a debriefing in writing as specified in clause 5.18.</p>
5.17	<p>Provide copies of the contracts</p> <p>The number of paper copies of the signed contract to be provided by the Employer is 1.</p>
5.19	All requests shall be in writing.
ADDITIONAL CONDITIONS OF TENDER CLAUSES:	
3.7	<p>Jurisdiction</p> <p>Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.</p>

PART T2:RETURNABLE SCHEDULES

T.2.1 LIST OF RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules:

Notes to tenderer:

1. Returnable schedules have been separated into the following categories:
 - Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A to E)
 - A list of all returnable documents for completion by the tenderer (Form E1)
2. Failure to submit fully completed relevant returnable documents may render such a tender offer unresponsive.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event:
 - a. the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years;
 - b. if the Employer has already entered into a contract with the Tenderer, the Employer has the discretionary right under FIDIC Particular Condition 15.2(g) to terminate the contract.
5. These forms must be completed in non-erasable ink and any alterations made prior to tender closure countersigned by an authorised signatory.

1. The contract number and contract description are to be added to each returnable form.

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FORM A1: CERTIFICATE OF TENDERER'S BRIEFING

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GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

This is to certify that,

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

representative of (tenderer)

.....
.....

of (address)

.....
.....

telephone number

fax number

.....
.....

e-mail

.....
.....

read the clarification presentation presented by the Employer online.

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

SUB-CONTRACT SANRAL ER4004-61132-2021-SS1)

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. 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 if “any material amendment/s” contained in the addenda or additional information is not included in the tender offer/submission.
3. Late notification of intention to tender by a prospective tenderer will not necessarily result in the tender closing date being extended.
4. 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.
5. The Employer shall send all correspondence, including Addenda, only to the Tenderer’s email address as provided herein; in addition, the Employer shall upload all correspondences on SANRAL website and National Treasury eTender Portal.

This is to certify that I,

.....

representative of (insert name of tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail

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

TENDERER'S REPRESENTATIVE Date

(Signature)

FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*)

FOR GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required by tender condition 4.13.2
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

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

Mr/Ms,
whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

SUB-CONTRACT SANRAL
ER4004-61132-2021-SS1 GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG
and any contract which may arise therefrom on behalf of

.....

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

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1 FOR GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG*

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 any debt outstanding to SANRAL.
- 2. In the event that the tenderer is a Joint Venture, a declaration is required from each member of the Joint Venture.

I, the undersigneddeclare that:

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

.....

.....

.....

.....

.....

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

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

SIGNATURE:

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

The deponent having:

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

COMMISSIONER OF OATHS

FORM A2.3: CERTIFICATE OF SINGLE TENDER SUBMISSION

SUB-CONTRACT SANRAL ER4004-61132-2021-SS1 FOR GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Notes to tenderer:

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

DECLARATION

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

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

SIGNATURE:

DATE:

NAME:

POSITION:

FORM A2.4: CERTIFICATE OF FRONTING PRACTICES

AND CONSTRUCTION MONITORING SERVICES FOR THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Fronting Practices

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

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

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

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

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

Responsibility to Report Fronting

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

Fronting Indicators

<ul style="list-style-type: none"> • The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
<ul style="list-style-type: none"> • 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;
<ul style="list-style-type: none"> • 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;
<ul style="list-style-type: none"> • There is no significant indication of active participation by black people identified as top management at strategic decision making level;
<ul style="list-style-type: none"> • An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;
<ul style="list-style-type: none"> • An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
<ul style="list-style-type: none"> • An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;

<ul style="list-style-type: none"> • The enterprise displays evidence of circumvention or attempted circumvention;
<ul style="list-style-type: none"> • An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.

DECLARATION

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

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

SIGNATURE:

DATE:

NAME:

POSITION:

FORM A2.5: DECLARATION OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS (DPIPS, FPPOS & FINS)

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Notes to tenderer:

- 1. In line with a policy on Domestic Prominent Influential Persons (DPIP's), Foreign Prominent Public Officials (FPPO's) & Foreign Influential Nationals (FIN's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of SANRAL is concerned. This is done to mitigate SANRAL's perceived association, reputational, operational or legal risk, as it strives to foster and maintain fair and transparent business relations. (The policy is available on SANRAL website: www.nra.co.za)**
- 2. It is compulsory that all prospective and existing bidders conducting business with SANRAL, who potentially meet the definition of DPIPs, FPPOs or FINs, complete this form by supplying credible information as required and submit together with their bid document.**
- 3. Bidders are required at the tender stage to declare any DPIPs, FPPOs or FINs involved in their bids, as part of their submission.**
- 4. Further, that bidders shall at the tender stage furnish SANRAL of all information relating to namely, shareholders names, ID numbers and share certificates of the individual and/or transaction concerned using, the form below, for verification purposes, including where applicable, confirmation as it relates to:**
 - 4.1. Knowledge of any offence within the meaning of Chapter 2 section 12 & 13 of Prevention and Combating of Corrupt Practices Act no 4 of 2006; and or**
 - 4.2. Knowledge of any offence within the meaning of chapter 3 of Prevention of Organised Crime Act no. 121 of 1998 as it relates to any of the shareholders, Directors, Owners and/or individual link to the bidder.**
- 5. Bidders undertake that should it be discovered that the information provided in the form below, is fraudulently or negligently misrepresented then Chapter 9 sec 214 & 216 of Companies Act no 17 of 2008 shall apply to shareholders, Directors, Owners and/or individual link to the bidder.**
- 6. Should the bidder fail to declare or supply SANRAL with credible information in the prescribed form, the bid may be rendered invalid.**
- 7. Should the SANRAL, in the process of conducting verification and investigation of information supplied by the bidder find out that the information poses a reputational risk, the bid shall be rendered invalid.**
- 8. The following definitions shall apply:**
 - 8.1. "Board" means the Board of Directors or the Accounting Authority of SANRAL**
 - 8.2. "Business relationship" means the connection formed between SANRAL and external stakeholders for commercial purposes.**
 - 8.3. "DD" means Due Diligence which is defined for this form as:**

a) the verification of disclosures in the disclosure form, including if the disclosure is “none”;
and

b) further investigation if any areas of risk are identified from publicly available information.

8.4. “Domestic Prominent Influential Person” means an individual who holds an influential position, including in an acting position for a period exceeding six months, or has held at any time in the preceding twelve months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act (No.1 of 2017).

8.5. “DPIP” means a Domestic Prominent Influential Person.

8.6. “Family members and known close associates” means immediate family members and known close associates of a person in a foreign or domestic prominent position, as the case may be, as defined in the Financial Intelligence Amendment Act, No.1 of 2017).

8.7. “Foreign Influential National” means an individual who is not a South African citizen or does not have a permanent residence permit issued in terms of the Immigration Act (No.13 of 2002), who possesses personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.

8.8. “Foreign Prominent Public Official” means (as defined in the Financial Intelligence Centre Amendment Act (No.1 of 2017) an individual who holds, or has held at any time in the preceding twelve months, in any foreign country a prominent public function

8.9. “FPPO” means a Foreign Prominent Public Official.

8.10. “Improper influence” means personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.

8.11. “PIP” means Prominent Influential Person and includes DPIP, FPPO and FIN

8.12. “SANRAL” means the South African National Roads Agency SOC Limited, with registration number 1998/009584/30.

8.13. “Senior Management” means the Executive Committee or its individual members.

9. A separate declaration is required from each PIP. In the event that the tenderer is a Joint Venture, a separate declaration from each PIP from each of the Joint Venture members, is required.

Prominent Influential Persons (PIP’s) Reporting Form

IDENTIFICATION PARTICULARS				
Primary Particulars	First Name	Surname	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 PIP?
--------	--------	-------	--

KNOWN BUSINESS INTERESTS

No.	Name of Entity	Role in Entity	Status	
			Active	Non-Active
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

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, the undersigned
 **declare that:**

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

SIGNATURE:

NAME:

POSITION:

DATE:

NAME OF TENDERER:

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

SUB-CONTRACT SANRAL ER4004-61132-2021-SS1

FOR GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Notes to tenderer:

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

DECLARATION

I, (name)
the undersigned in my capacity as (position)
on behalf of (name of company),
herewith grant consent that SANRAL or any of their appointed Service Providers may conduct a due diligence investigation on (name of company) to evaluate our ability to perform the contract as stipulated in the Standard Conditions of Tender, Clause 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:

NAME:

POSITION:

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

SUB-CONTRACT SANRAL **ER4004-61132-2021-SS1**

Notes to tenderer:

a) Definitions:

i) "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 of Municipal Entity;**
- c. Provincial Legislature;**
- d. National Assembly or the National Council of Provinces; or**
- e. Parliament.**

ii) "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.

b) If the Tenderer is a Joint Venture (JV), a separate declaration form is to be completed and submitted by each JV member.

c) 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, the contract may be terminated, and the Tenderer will be ultimately restricted for doing business with the State.

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

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

2.3.1. If so, furnish particulars:

3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

FORM A3.2: CERTIFICATE OF INDEPENDENT TENDER (INCORPORATING SBD9) – NOT APPLICABLE

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*

Notes to tenderer:

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

Declaration

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

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

9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competitions Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and/or may be reported to the National Prosecuting Authority for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 Of 2004 or any other applicable legislation.

Signature:

Date:

Name:

Position:

NOT APPLICABLE

FORM A3.3: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES-

SUB-CONTRACT SANRAL ER4004-61132-2021-SS1

Notes to tenderer:

1. This declaration:
 - (a) must form part of all tenders submitted.
 - (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 and/or misused the State's procurement 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 State system;
 - (c) has been charged with fraud, corruption or any other improper conduct whether of a criminal or civil nature during the course and scope of rendering services to the state or any other party and/or entity; or
 - (d) failed to perform on any previous contract with the State.
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If Yes, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If Yes, furnish particulars:
-------	------------------------------

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

SUB-CONTRACT SANRAL **ER4004-61132-2021-SS1**

The tenderer shall provide a pdf. copy of the supplier registration form from 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 C.2.1.1). In the case of a Joint Venture or a Targeted Enterprise, a pdf. copy of the supplier registration form must be provided for each member of the Joint Venture or Targeted Enterprise.

Name of Contractor:

Central Supplier Database Supplier Number:

Supplier Commodity:

Delivery Location:

SIGNED BY TENDERER:

FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Notes to tenderer:

- 1. The Main tender MUST be priced.**
- 2. When submitting an alternative tender (including an alternative contract period), condition of clause 4.12 of the Tender Data, shall be followed.**

Page	Description

SIGNED BY TENDERER:

.....
.....

FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

SUB-CONTRACT SANRAL **ER4004-61132-2021-SS1**

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Notes to tenderer:

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

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

SIGNED BY TENDERER:

FORM A6: CERTIFICATE OF TAX COMPLIANCE (INCORPORATING SBD2)

SUB-CONTRACT SANRAL
ER4004-61132-2021-SS1

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

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.

SIGNED BY TENDERER:

FORM A7: CERTIFICATE OF INSURANCE COVER
SUB-CONTRACT SANRAL
ER4004-61132-2021-SS1

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Note to tenderer:

In the event of the tenderer being a joint venture/consortium the details of the individual members must also be provided.

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

i) Name of Tenderer:

ii) Period of Validity:

iii) Value of Insurance:

- Insurance for Works and Contractor's Equipment

Company:

Value:

- Insurance for Contractor's Personnel

Company:

Value:

- General public liability

Company:

Value:

- SASRIA

Company:

Value:

SIGNED BY TENDERER:

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

SUB-CONTRACT SANRAL

ER4004-61132-2021-SS1

FOR GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Notes to tenderer:

1. The tenderer shall attach to this form:

1.1 a letter (dated less than 3 months prior to the tender closing date) from a registered Financial Service Provider (registered with the FSB) which :

1.1.1 Provides banking details and declares how the entity conducts its account; and

1.1.2 confirms that the Tenderer has the financial means net of current commitments (independent of any contractual advance payment) available to meet the construction cash flow requirements estimated for the subject contract, or a written confirmation from any registered financial institution; or

1.2 a letter (dated less than 3 months prior to the tender closing date) from the tenderer's independent registered accountant confirming that the Tenderer has the financial means net of current commitments (independent of any contractual advance payment) to meet the construction workflow requirements estimated for the subject contract. The confirmation by an independent registered accountant must indicate that the review, to be conducted in terms of ISRS4400, was done in terms of the Section 30 and Regulation 29 of the Companies Act No. 71 of 2008); or

1.3 a letter (dated less than 3 months prior to the tender closing date) from the tenderer's financial sponsorship confirming that the Tenderer has the financial means net of current commitments (independent of any contractual advance payment) to meet the construction workflow requirements estimated for the subject contract

2. If the Tenderer does not have financial means, the tender may be declared non-responsive in terms of clause C.3.13(b) of the Tender Data.

3. The Tenderer (and in the event of a joint venture, the joint venture member's combined) shall have available capital in excess of R_____,

4. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

Option 1 - Letter to be on the tenderer's registered Financial Service Provider's letter head

RE: ACCOUNT CONDUCT AND/OR CASHFLOW CONFIRMATION

To Whom It May Concern:

We hereby confirm that (_____) has been banking with _____ Bank for a period of _____ years and the account has been conducted in a satisfactory manner.

The (Insert Tenderer's Name) has the financial means, net of current commitments, available to meet the construction cash flow requirements to the value of R..... for contract..... (insert contract number), (Note to tenderer; if cashflow confirmation is provided by another institution, delete this paragraph).

i) Name of Account Holder:

ii) Account number:

iii) Bank name:

iv) Branch number:

v) Bank and branch contact details:

RE: ACCOUNT CONDUCT (Applicable to Grade 1-5, delete for Grade 6-9)

To Whom It May Concern:

We hereby confirm that (Insert Tenderer's Name) has been banking with xxxx Bank for a period of xxx years and the account has been conducted in a satisfactory manner.

vi) Name of Account Holder:

vii) Account number:

viii) Bank name:

ix) Branch number:

x) Bank and branch contact details:

Option 2 - Letter to be on the tenderer's independent registered accountant letter head (Note to compiler, not applicable for CIDB grade 1-5, delete)

RE: CASHFLOW CONFIRMATION (independent registered accountant)

To Whom It May Concern:

The (_____) has the financial means, net of current commitments, available to meet the construction cash flow requirements to the value of R _____ for contract _____

Option 3 - Letter to be on tenderer's financial sponsorship letter head (*Note to compiler, not applicable for CIDB grade 1-5, delete*)

RE: CASHFLOW CONFIRMATION (Financial sponsorship)

To Whom It May Concern:

The _____ has the financial means, net of current commitments, available to meet the construction cash flow requirements to the value of R _____ for contract _____ through a financial sponsorship from _____

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

SUB-CONTRACT SANRAL

ER4004-61132-2021-SS1

FOR GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Note to tenderer:

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

Employer	Other litigating party	Dispute	Award value	Date resolved

SIGNED BY TENDERER:

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

SUB-CONTRACT SANRAL
ER4004-61132-2021-SS1

FOR *GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG*

Note to tenderer:

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

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

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

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

SIGNED BY TENDERER:

FORM A9.3: COMPLIANCE WITH LABOUR LEGISLATION DECLARATION

Notes to Tenderers:

1. Tenderers must be registered with the Bargaining Council for the Civil Engineering Industry (BCCEI) or the relevant Bargaining Council.
2. Tenderers must append to this schedule (Form A9.3: Compliance with Labour Legislation) a letter of compliance or letter of good standing in terms of the relevant Government Gazette that indicates compliance or validity at the time of tender closing or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.
3. Only those tenders submitted by Tenderers who are in good standing with the BCCEI or any relevant applicable legislated bargaining council at the time of the tender award will be declared responsive.
4. Each party to a Consortium or Joint Venture (JV) shall append separate certificates for each party in the above regard.
5. The Tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

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

SUB-CONTRACT SANRAL
ER4004-61132-2021-SS1

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Notes to tenderer:

- 1. Discovery that the tenderer has failed to make proper disclosure may result in SANRAL terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**
- 2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (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 months preceding the date of this tender.**
- 4. In the event of a joint venture, each and every member of the unincorporated Joint Venture shall comply with the above requirement.**

SIGNED BY TENDERER:

FORM A12: FORM SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	11:00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Procurement Office		CONTACT PERSON	Procurement Office	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	NO CHANGE REQUIRED	
E-MAIL ADDRESS			E-MAIL ADDRESS		
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	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER 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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN 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 / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....
(Proof of authority must be submitted e.g. company resolution)

DATE:.....

FORM B1: CONTRACTOR’S ESTABLISHMENT ON SITE

SUB-CONTRACT SANRAL
ER4004-61132-2021-SS1

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Note to Tenderer:

If the tenderer should require additional compensation for his obligations under section 1 (over and above the total tendered for item 1.1) by including such additional compensation in the tendered rates and/or lump sum of items in the pricing schedule, these items and the value of such additional compensation shall also be set out in a letter attached to this form.

Should the combined, extended total tendered for Item 1.1 The contractor’s general obligations:

- 1.1.1 Fixed obligations
- 1.1.2 Time related obligations
- 1.1.3 Health and safety obligations
- 1.1.4 Environmental management

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

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

Total tendered for Item 1.1 expressed as a percentage of the tender sum (excluding VAT)%

SIGNED BY TENDERER:

FORM C1.1: TENDERER'S B-BBEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form 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 sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of Annual Revenue) are located will be acceptable.
2. The certificate shall:
 - have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
 - be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and
 - be valid at the original advertised tender closing date; and
 - have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15).
3. In the event of a un-incorporated joint venture (JV), a project specific (SANRAL project number indicated) consolidated B-BBEE verification certificate in the name of the JV, shall be attached, as well as a valid B-BBEE verification certificate for each member of the JV on which the JV certificate was calculated.
4. The attached verification certificate and the associated assessment report shall comply with the requirements of Tender Data clause 5.11.8 and shall identify:
 - (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the verification certificate.
 - (e) A unique identification number.
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the B-BBEE verification agency.
 - (h) The category (Generic, QSE, EME) in which the tenderer has been measured.
 - (i) The B-BBEE status level.
 - (j) The South African National Accreditation System (SANAS) logo on the verification certificate once verification agencies have been accredited.

- (k) The B-BBEE procurement recognition level.**
- (l) The score achieved per B-BBEE element.**
- (m) The % black shareholding.**
- (n) The % black women shareholding.**
- (o) The % black persons with disabilities shareholding**
- (p) The % black youth shareholding**
- (q) The % black people living in rural or underdeveloped areas or townships shareholding**
- (r) The % black military veterans shareholding**
- (s) The value added status of the tenderer.**

5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 4 above from its selected verification agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also attached to this form.

FORM C1.2 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and Specific Goals	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

The specific goals allocated points in terms of this tender	Criteria	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE level scorecard of the tendering entity.	B-BBEE Level 1	10,00	20.00		
	B-BBEE Level 2	9,00	18.00		
	B-BBEE Level 3	6,00	14.00		
	B-BBEE Level 4	5,00	12.00		
	B-BBEE Level 5	4,00	8.00		
	B-BBEE Level 6	3,00	6.00		
	B-BBEE Level 7	2,00	4.00		
	B-BBEE Level 8	1,00	2.00		
	Non-compliant contributor	0.00	0.00		

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

5.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>..... SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME:</p> <p>DATE:.....</p> <p>ADDRESS:.....</p> <p>.....</p>

FORM D1: SCHEDULE OF TENDERER'S PLANT AND EQUIPMENT

SUB-CONTRACT SANRAL
ER4004-61132-2021-SS1

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Note to tenderer: The tenderer shall provide details of the major plant and equipment to be utilised for this project. In the event that he is unclear of the resources to be utilised, he shall supply detail of all possible equipment that could be utilised.

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

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

In the event that rigs and equipment are older than 5 years old, the employer reserves the right to request date-stamped photographic and maintenance records for these rigs and equipment prior to award of the contract.

One line is to be used for each rig and other major equipment.

ASSET NUMBER, DESCRIPTION, SIZE, CAPACITY	NUMBER TO BE USED ON THIS PROJECT	DATE OF MANUFACTURE, SERIAL NUMBER	AVAILABILITY (State either I, O or H)

SIGNED

BY

TENDERER:

.....
.....

FORM D2: TENDERER'S METHOD STATEMENT

SUB-CONTRACT SANRAL

ER4004-61132-2021-SS1

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Note to tenderer:

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

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

The Tenderer must as such explain the following:

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

The tenderer must attach his/her approach paper to this page. The approach paper should not be longer than 5 pages.

SIGNED

BY

TENDERER:

.....
.....

FORM D3: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

SUB-CONTRACT SANRAL
ER4004-61132-2021-SS1

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Note to tenderer:

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

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

MONTH	VALUE	MONTH	VALUE
1	R.....		
2	R.....		
		TOTAL: R.....	

SIGNED

BY

TENDERER:

.....
.....

FORM D4: TENDERER'S KEY PERSONNEL EXPERIENCE
SUB-CONTRACT SANRAL
ER4004-61132-2021-SS1

Table1: Key Personnel Selection Guide

Project categories	Contracts Manager		Site Manager	
	Key P	Min. Years Exp.	Key P	Min. Years Exp.
Projects above R10m	Y	8	Y	10
Projects below R10m	N	N/A	Y	8

Note to compiler:

1. For projects above R10m the tenderer should provide details of previous experience required for each of his key personnel namely Contracts Manager and Site Manager on this project.
2. For projects below R10m the tenderer should provide details of previous experience required for his key personnel namely Site Manager on this project.

Note to tenderer:

The tenderer shall provide details of previous experience required of his key personnel for this project.

The tenderer is referred to clause 5.13 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer, in order for the tenderer to be eligible to submit a tender for this project. Proof of experience (CV) must be appended to this form.

NAME	POSITION IN TEAM	RELEVANT QUALIFICATIONS	MIN NO OF YEARS OF RELEVANT EXPERIENCE	NO. OF YEARS RELEVANT EXPERIENCE
	Contracts Manager		<i>Note to compiler: stipulate the min required experience</i>	
	Site Manager		<i>Note to compiler: stipulate the min required experience</i>	

Technical/Managerial Experience

(List only the most recent 3 projects of the key staff that the tenderer considers relevant to the specified scope of works for each of the above key personnel

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

Comments:

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

SIGNED BY TENDERER:

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

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*

Note to tenderer:

1. The tenderer shall provide details of previous experience required for this project and a letter from the employer stating their performance.
2. The Tenderer must have satisfactorily completed (at least completed as a prime contractor, joint venture member, management contractor or sub-contractor) a minimum number of similar contracts matching the subject project's scope of work, between 1st and tender submission deadline.

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

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

Comments:

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

SIGNED BY TENDERER:

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

SUB-CONTRACT SANRAL ER4004-61132-2021-SS1

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Note to tenderer:

- 1. Submission of this form is optional. This form must be submitted if the tenderer does not comply with the requirements of Form D5.1, and elects to list projects that are in progress to comply with afore- mentioned requirements.**
- 2. The Tenderer must list details of similar projects in progress.**

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

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

Comments:

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

SIGNED BY TENDERER:

PROFORMA DOCUMENT FOR GEOTECHNICAL DRILLING VERSION 5

27 March 2024

FORM D6: TENDERER'S INDICATIVE PROGRAM

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Notes to tenderer:

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

SIGNED BY TENDERER:

FORM D7: SCHEDULE OF SPECIALIST CONTRACTORS

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

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

Notes to tenderer:

The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.

The tenderer shall state whether he intends to carry out any specialised work himself.

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

SPECIALISED ITEM	NAME OF SPECIALIST CONTRACTOR

FORM D8: CORPORATE SOCIAL INVESTMENT

CONTRACT SANRAL *insert contract number*
FOR *insert contract description*

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

Notes to tenderer:

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



CSI INITIATIVE	COMMUNITY AFFECTED	ESTIMATED RAND VALUE OF INITIATIVE	ESTIMATED TIME FOR IMPLEMENTATION

SIGNED BY TENDERER:

FORM E1: SCHEDULE OF TENDER COMPLIANCESUB-CONTRACT SANRAL *ER4004-61132-2021-SS1**GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG***Note to tenderer:****This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.**

FORM NO	FORM DESCRIPTION	TICK IF COMPLETED
A1	CERTIFICATE CONFIRMING THAT THE TENDERER READ/VIEWED THE CLARIFICATION PRESENTATION	
A1.1	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	
A2.1	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
A2.2	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	
A2.3	CERTIFICATE OF SINGLE TENDER SUBMISSION	
A2.4	CERTIFICATE OF FRONTING PRACTICES	
A2.5	DECLARATION OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIAL OR FOREIGN INFLUENTIAL NATIONALS (DPIPS, FPPOS OR FINS)	
A2.6	CERTIFICATE PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	
A3.1 / SBD4	BIDDER'S DISCLOSURE (INCORPORATING SBD4)	
A3.2 / SBD9	CERTIFICATE OF INDEPENDENT TENDER (INCORPORATING SBD9)	REPEALED
A3.3	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
A3.4	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
A3.5 (SBD6)	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (INCORPORATING SBD6.2)	
A3.6	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE	
A4	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	

A5	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
A6 (SBD2)	CERTIFICATE OF TAX COMPLIANCE (INCORPORATING SBD2)	
A7	CERTIFICATE OF INSURANCE COVER	
A8	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	
A9.1	SCHEDULE OF TENDER'S LITIGATION HISTORY	
A9.2	ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY PERFORMANCE DECLARATION	
A10	SCHEDULE OF CURRENT COMMITMENTS	
A11	CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)	
A12	FORM SBD1 - INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	
A13 (SBD1)	INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING (INCORPORATING SBD1)	
A14	DECLARATION OF TENDERER'S FINANCIAL SUBMISSION	
B1	CONTRACTORS ESTABLISHMENT ON SITE	
C1.1 (SBD6.1)	PREFERENCE SCHEDULE: TENDERER'S B-BBEE VERIFICATION CERTIFICATE (INCORPORATING SBD6.1)	
C1.2/SBD6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (INCORPORATING SBD6.1)	
D1	SCHEDULE OF TENDERER'S PLANT AND EQUIPMENT SCHEDULE OF WORK EXPERIENCE	
D2	TENDERER'S METHOD STATEMENT	
D3	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	
D4	TENDERER'S KEY PERSONNEL EXPERIENCE	
D5.1	TENDERER'S EXPERIENCE BASED ON COMPLETED PROJECTS	
D5.2	TENDERER'S EXPERIENCE BASED ON COMPLETED PROGRESS	
D6	INDICATIVE CONSTRUCTION PROGRAMME	
D7	SCHEDULE OF SPECIALIST SUBCONTRACTORS	

E1	SCHEDULE OF TENDER COMPLIANCE	
C1.1.1 / SBD7	FORM OF OFFER (INCORPORATING SBD7)	
C1.2.3	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	
C2.2 / SBD3	PRICING SCHEDULE (INCORPORATING SBD3)	
C.2.3	SUMMARY OF PRICING SCHEDULE	

SIGNED BY TENDERER:

Part C1:AGREEMENTS AND CONTRACT DATA

PART C1: AGREEMENTS AND CONTRACT DATA

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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,

SUB-CONTRACT SANRAL ER4004-61132-2021-SS1 FOR GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

- 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 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; a B-BBEE contributor status level (as per Returnable Schedule Form C1.2: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (incorporating SBD6.1), a Percentage black ownership (as per Returnable Schedule Form C1.3), and “B-BBEE size (EME, QSE or Generic)”. In the event of any difference between the above stated B-BBEE contributor status level and the B-BBEE Verification Certificate attached to Form C1,1, the B-BBEE Verification Certificate shall apply. In the event of any difference between the above stated Percentage black ownership and the Share certificate information, the Share 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,

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*
GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

ACCEPTANCE OF OFFER

1. It is our pleasure to inform you that the South African National Roads Agency SOC Ltd (the Employer) accepts your _____ 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 ofmonths and with a Base date of
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: Site Information, and
Part C5: Annexures

together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into the Parts listed above.
5. Deviations and/or qualifications included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. In the event that an alternative offer is accepted, it is a fundamental condition of acceptance that all responsibilities and concomitant liabilities arising from the alternative design pass from us to you. Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.
6. Notwithstanding the need to agree the mandate required by Section 37 of the Occupational Health and Safety Act (Act 85 of 1993), a proforma of which is attached for your reference, we hereby appoint you as the 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").
: "Within 7 calendar days of the date of this Form of Acceptance you shall provide proof that you are SARS compliant. Failure to fulfil this obligation shall constitute a repudiation of this agreement."
8. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:
 - i. 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.

- ii. Fully completed and signed Form C1.3.3 together with your Health and Safety plan and proof of the Construction Health and Safety Officer's registration with SACPCMP.
- iii. Proof that you are registered and in good standing with the compensation fund or with a licensed compensation insurer.
- iv. A completed Form of Banking Details
- v. Proof of registration on the Employer's Project Information Module (ITIS).
- vi. Fully completed Form C1.1.3 Appendix to Form of Acceptance

Failure to fulfil either of the obligations (i) and (ii) 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 seven (7) 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 of the contract shall be that on which the site hand-over meeting is held, which shall not be later than
- 11. 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.
- 12. 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 hand-over of the site.

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

NAME (IN CAPITALS):

CAPACITY: Regional Manager **Eastern Region**

EMPLOYER'S NAME AND ADDRESS: **58 Van Eck Place, Mkondeni, Pietermaritzburg, 3212**

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

NAME & SIGNATURE OF WITNESS

WITNESS 1:

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

NAME (IN CAPITALS):

WITNESS 2:

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

NAME (IN CAPITALS):

C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

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:

Pro-forma

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

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

SIGNATURE:..... DATE:

NAME (IN CAPITALS):

CAPACITY:

NAME AND ADDRESS OF CONTRACTOR:.....

.....

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Note to tenderer:

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

- 2. Only use clauses applicable for this document.**

PART A: GENERAL CONDITIONS - FIDIC AMENDMENTS

Up to **6 March 2024** the following have been issued by FIDIC.

ERRATA to the First Edition, 1999

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

GENERAL PROVISIONS

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

GUIDANCE FOR THE PREPARATION OF PARTICULAR CONDITIONS

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

PART B: PARTICULAR CONDITIONS OF CONTRACT

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

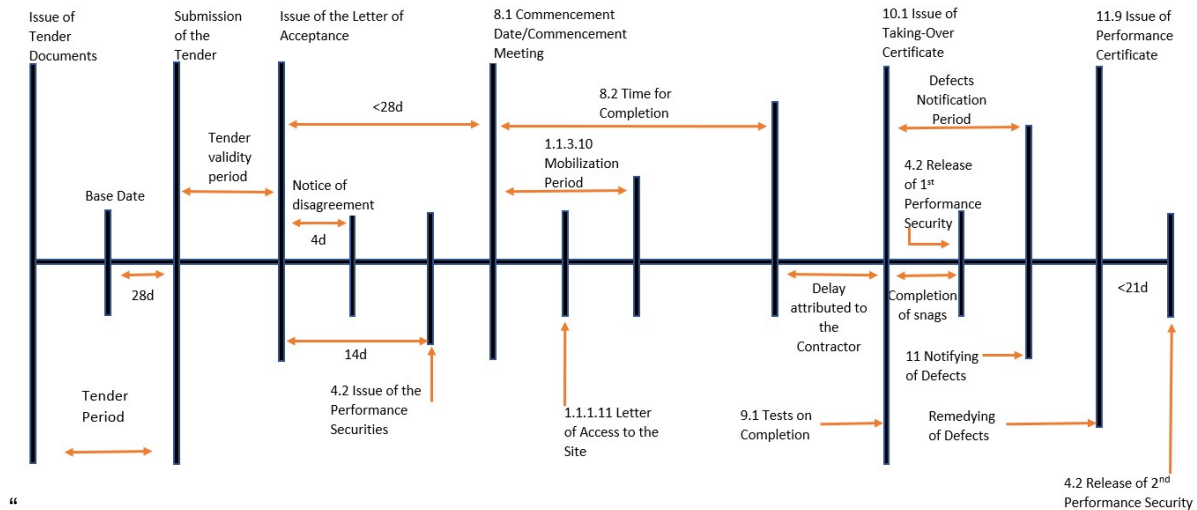
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Application for Final Payment Certificate	14.11	Letter of Tender Definition	1.1.1.4
Application for Interim Payment Certificates	14.3	Materials on Site	14.5
Assignment	1.7	Mediation	20.3
Bill of Quantities Definition	1.1.1.10	Payment	14.7
Care and Supply of Documents	1.8	Payment Certificates	14.6
Clearance of Site	1.8	Performance Certificate	11.9
Commencement of Work	11.11	Performance Security	4.2
Continuing Validity of Sub-clauses 20.2 to 20.6	8.1	Plant and Materials Intended for the Works	14.5
Contract Agreement	20.6	Priority of Documents	1.5
Contract Definition	1.6	Programme	8.3
Contract Price	1.1.1.1	Progress Reports	8.3
Contract Price Adjustment Schedule	14.1	Protection of the Environment	4.21
Contractor's Claims	13.8	Provisional Sums	4.18
Contractor's Equipment	20.1	Reference to Court	13.5
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Day Definition	14.15	Schedules Definition	4.8
Daywork	1.1.3.9	Security of the Site	1.1.1.7
Definition of Force Majeure	13.6	Setting Out	4.22
Delay Damages	19.1	Settlement of Disputes	4.7
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Engineer's Duties and Authority	17.3	Targeted Enterprise	10.2
Environmental Protection	3.1	Tender Definition	1.1.2.11
Evaluation	4.18	Termination by the Employer	1.1.1.8
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Issue of Interim Payment Certificates	18.2		
	14.6		

PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

FOREWORD

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



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

1.1 Definitions

1.1.1 The Contract

Replace 1.1.1.1 with:

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

Replace 1.1.1.3 with:

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

Replace 1.1.1.4 with:

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

Replace 1.1.1.5 with:

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

Replace 1.1.1.7 with:

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

Replace 1.1.1.8 with:

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

Replace 1.1.1.9 with:

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

1.1.1.10 - Add the following:

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

1.1.2 Parties and Persons

Add the following:

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

1.1.3 Dates, Tests, Periods and Completions

Replace 1.1.3.9 with:

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

Add the following:

“1.1.3.10 **Mobilisation Period**” means the period as stated in the Appendix to Tender, or the period between the Commencement Date and the date that the Contractor starts with the execution of the Permanent Works, whichever is the shortest.

1.1.3.11 **working day**” means a day that is not listed as a Special non-working day”

1.2 Interpretation

Add the following:

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

1.5 Priority of Documents

Insert the following at the end of the 1st paragraph before the colon:

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

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

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

1.6 Contract Agreement

Replace the 1st two sentences with the following:

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

1.8 Care and Supply of Documents

In the 1st paragraph, 2nd line, change “two copies” to “one copy”.

In the 2nd paragraph, 3rd line, change “six” to “two”.

1.11 Contractor’s Use of Employer’s Documents

At the end of the 1st sentence add:

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

3.1 Engineer’s Duties and Authority

After the 3rd paragraph insert the following:

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

Add the following new sixth and seventh paragraphs:

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

4.1 Contractor’s General Obligations

Add the following sentence below the 4th paragraph:

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

4.2 Performance Security

Delete the 2nd paragraph and replace with the following:

“The Contractor shall deliver the Performance Security (as stated in the Appendix to Tender) to the Employer within 14 days of the date of issue of the Form of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act (No 94 of 1990) and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents or in another form approved by the Employer.”

Delete the 4th paragraph and replace with the following:

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

Delete the last paragraph and replace with the following:

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

4.4 Subcontractors

Change the title to read “**Subcontractors and suppliers**”

In the 1st paragraph delete “the whole of the Works” and add “more than the percentage of the Works as stated in the Appendix to Tender without the express approval of the Employer”.

In the 1st line of the 2nd paragraph, after the word “Subcontractor” replace the expression “his agents or employees” with “suppliers, their agents or employees”.

Add the following sub-paragraphs:

- “(e) The Contractor shall enter into a written subcontract agreement with the Subcontractor. The subcontract agreement between the Contractor and the Subcontractor shall be the standard FIDIC subcontract agreement (version 2011).
- (f) If the Contractor is required to employ one or more Subcontractors under his targeted enterprise development, then the provisions of Sub-Clause 5.4 [Evidence of Payments] shall apply as if such Subcontractor is a Nominated Subcontractor.
- (g) Each subcontract shall include the provisions:
 - (i) The Contractor undertakes to pay the Subcontractor the full value as certified by the Engineer as being due to the Subcontractor in each Interim Payment Certificate, without any deduction for plant, equipment, materials or fuel supplied by the Contractor;
 - (ii) If the Subcontractor is a Targeted Enterprise, the Contractor undertakes to make payment within 14 days after the date on which the Subcontractor has submitted a statement for payment or a claim for payment to the Contractor for work completed or goods delivered in accordance with the contract between the Contractor and Subcontractor;
 - (iii) If the Subcontractor is not a Targeted Enterprise, the Contractor undertakes to make payment within 30 days after the date on which the Subcontractor has submitted a statement for payment or a claim for payment to the Contractor for work completed or goods delivered in accordance with the contract between the Contractor and Subcontractor
- (h) The Contractor shall disclose all subcontracting arrangements.
- (i) The Contractor shall not subcontract more than 25% of the value of the contract (including value of work allocated to Targeted Enterprise(s) but excluding work specified in the Scope of Works to be procured through the Employer’s Supply Chain Procurement process) to any Subcontractor with a lower B-BBEE status level than the Contractor, unless the intended Sub-contractor(s) is an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract, and the value of the subcontracted work is below the EME threshold.
- (j) The total retention money held for all subcontractors shall not exceed the maximum value of the retention money as specified under Sub-Clause 14.3(c) and shall be held pro-rata per subcontractor.
- (k) **The total value of retention money held from sub-contractors who are Targeted Enterprises shall not exceed 5 percent of the tendered CPG value (for Targeted Enterprises).**
- (l) 50% of the retention money held for each Subcontractor shall be released on completion of the subcontract works. The remainder of the Subcontractor’s retention money shall be released when a Subcontractor’s work does not show any defect within 12 (twelve) months after the completion of the subcontract. However, the Subcontractor’s retention money may be withheld but only if the Performance Certificate is unable to be issued because of defective workmanship attributable to the Subcontractor.
- (m) No performance security shall be required for Targeted Enterprise sub-contractors.
- (n) Penalties for sub-contractors shall be limited to 10% of the accepted sub-contract amount.
- (o) All Subcontractors and suppliers shall be registered on the National Treasury’s Central Supplier Database (CSD).
- (p) All Subcontractors shall be in good standing in terms of COIDA and shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) or other relevant Bargaining Council.

- (q) All Subcontractors shall be registered with the CIDB in the appropriate category for the class of work to be performed.

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

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

4.7 Setting Out

Amend the 2nd line of the 2nd paragraph to read:

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

4.10 Site Data

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

4.17 Contractor’s Equipment

Add the following paragraph:

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

4.19 Electricity, Water and Gas

In the 1st paragraph, 1st line, delete “except as stated below”, and delete the 2nd and 3rd paragraphs.

4.21 Progress Reports

In the 1st paragraph, 2nd line, delete “in six copies”.

Add the following at the end of the 3rd paragraph:

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

4.22 Security of the Site

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

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

4.24 Fossils

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

6.2 Rates of Wages and Conditions of Labour

Add the following:

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

6.5 Working Hours

Replace the 1st sentence with the following:

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

6.7 Health and Safety

In the 1st paragraph delete the 2nd sentence.

Add the following as a new 4th paragraph:

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

Add the following as a new 5th paragraph:

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

6.9 Contractor’s Personnel

Add the following new subparagraphs to the 1st paragraph:

- “(e) is found, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive or coercive practice; or
- (f) has been recruited from the Employer’s Personnel in breach of sub-clause 6.3 [Persons in the Service of Employer].”

Add the following as a final paragraph:

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

8.1 Commencement of Work

In the 1st paragraph, delete the 1st sentence, and in the 2nd sentence replace “42 days after the Contractor receives the Letter of Acceptance” with “28 days of the date of issue of the Form of Acceptance, unless otherwise stated in the Appendix to Tender.”

In the 2nd line of the 2nd paragraph, after the words “Commencement Date”, insert “but within the period stated in the Appendix to Tender.”

8.3 Programme

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

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

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

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

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

- within 21 days after receiving the initial programme; or
- within 14 days after receiving a revised programme,

the initial programme or revised programme (as the case may be) shall be the Programme.

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

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

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

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

8.4 Extension of Time for Completion

In the 1st paragraph after “... will be delayed by any of the following causes” add “and all float in the programme has been utilised”.

Amend sub sub clause (c) to the following:

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

Add the following as a 3rd paragraph:

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

8.7 Delay Damages

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

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

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

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

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

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

8.9 Consequences of Suspension

In the 1st paragraph, delete the wording of sub-paragraph (b) and replace with the following:

“(b) payment of Cost. The Cost payable shall be the Suspension cost calculated in pay item B13.01(j), as appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.”

10.1 Taking Over of the Works and Sections

In the 3rd paragraph at the end of sub-clause (a), before the word “or”, insert the following:

“(the work listed in amended clause B1210 of the Scope of Works shall not be deemed as minor outstanding work)”

10.2 Taking Over of Parts of the Works

Delete the 2nd paragraph.

Between the 3rd and 4th paragraphs insert the following paragraph:

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

Delete the 5th paragraph.

11.9 Performance Certificate

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

Delete the last sentence of the 2nd paragraph.

11.11 Clearance of Site

Replace the 1st paragraph with the following:

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

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

12.3 Evaluation

Replace the 2nd sentence of the 2nd paragraph with the following:

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

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

13.3 Variation Procedure

Add the following after the 3rd paragraph:

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

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

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

13.5 Provisional Sums

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

Add the following after the last paragraph:

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

13.8 Adjustments for Changes in Costs

Delete from the 3rd sentence of the 3rd paragraph until the end of the sub-clause and substitute:

“The formula shall be as follows:

$$P_t = (1 - x) [(a L_t/L_o) + (b E_t/E_o) + (c M_t/M_o) + (d F_t/F_o) - 1]$$

where:

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

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

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

“L_t”, “E_t”, “M_t” and “F_t” are the current cost indices for period “t”, each of which is applicable to the relevant tabulated cost element on the last day of the period (to which the particular Payment Certificate relates); and

“L_o”, “E_o”, “M_o” and “F_o” are the base cost indices, each of which is applicable to the relevant tabulated cost element on the Base Date.

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

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

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

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

$$A_c = T - S - D - G - A_p$$

where:

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

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

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

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

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

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

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

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

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

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

14.1 The Contract Price

Add the following new clause (e):

“(e) the Contractor shall submit to the Engineer within 28 days after the Commencement Date a full breakdown of all rates. The Engineer may take account of the breakdown when evaluating claims and making Determinations.”

14.3 Application for Interim Payment Certificates

In the 1st line of the 1st paragraph, delete “in six copies.”

In the 4th line of the 1st paragraph, change “the report” to “reports.”

In the 2nd paragraph, sub-paragraph (c), after “above amounts” insert “and 80% of the value of Materials on Site”

Add the following as a final paragraph:

“If, as stated in the Appendix to Tender, a Retention Money Guarantee is permitted and the Contractor elects to furnish it, the guarantee shall, at the cost of the Contractor, be executed by an insurance company or bank in a form approved by the Employer.

The said company or bank shall be registered or licensed to do business in the Republic of South Africa and shall have an office and banking facility in the Republic of South Africa and shall be subject to approval by the Employer.

The aggregate liability under the guarantee shall be the maximum amount of retention monies to be retained by the Employer, which amount shall be as stated in the Appendix to Tender.

Other conditions, if any, additional to the above standard conditions shall be as stated in the Appendix to Tender.

The guarantee shall expire on the date on which the last of the retention monies (which, but for the guarantee, would have been retained by the Employer) becomes payable to the Contractor.

The guarantee shall be returned to the guarantor upon final payment of the aggregate liability or on the date of expiry, whichever is the earlier.”

14.5 Plant and Materials intended for the Works

In the 1st paragraph delete “If this Sub-Clause applies”.

In the 1st paragraph, after the words, “... sent to the Site for incorporation in the Permanent Works,” add “or if so agreed in writing by the Employer, Plant and Materials intended for incorporation in the Permanent Works and stored at places other than the Site, and clearly demarcated and identified it as the Employer’s property,”

Delete the 2nd paragraph.

In the existing 3rd paragraph add under sub-paragraph (a):

- “(iii) ensured that the relevant Plant and Materials have been delivered to and are properly stored on the Site, are protected against, loss, damage, deterioration, and appear to be in accordance with the Contract; and
- (iv) provided proof of ownership of the Plant and Materials; and
- (v) for Plant and Materials kept off-site, clearly demarcated and identified it as the Employer’s property.”

In the existing 3rd paragraph, delete sub-paragraphs (b) and (c)

14.6 Issue of Interim Payment Certificates

In the 2nd line of the 1st paragraph replace “28” with “14”

Add the following new sentences at the end of the 1st paragraph:

“No Interim Payment Certificate will be issued or paid unless the monthly progress reports in accordance with amended Sub-Clause 4.21 [*Progress Reports*] are not submitted. After the Engineer has certified the Interim Payment Certificate, the Contractor shall issue a tax invoice to accompany the certified Interim Payment Certificate.”

14.7 Payment

In sub-paragraphs (b) and (c) of the 1st paragraph replace “56” with “28”.

In sub-paragraphs (b) of the 1st paragraph replace “supporting documents” with “all supporting documents required in terms of the Contract;”

Delete the 2nd paragraph.

14.8 Delayed Payment

Replace the 2nd paragraph with the following:

“These financing charges shall be calculated at the simple annual rate of two percentage points above the prime lending rate of the South African Reserve Bank.”.

In the 3rd paragraph, replace “... entitled to this payment without formal notice ...” with the following:

“... entitled to this payment with formal notice ...”

14.9 Payment of Retention Money

In the 1st sentence of the 1st paragraph, after the word “Works”, add the following:

“and all outstanding work and defects as stated in the Taking-Over Certificate have been completed”

14.10 Statement at Completion

In the 2nd line of the 1st paragraph delete “six” and replace with “three”.

14.11 Application for Final Payment Certificate

In the 2nd line of the 1st paragraph delete “six” and replace with “three”.

15.1 Notice to Correct

Add the following at the end of the paragraph:

“The Notice to correct shall:

- (a) describe the Contractor’s failure;
- (b) state the Sub-clause and/or provisions of the Contract under which the Contractor has the obligation; and
- (c) specify the time within which the Contractor shall remedy the failure, which shall be reasonable, taking due regard of the nature of the failure and the work and/or other action required to remedy it.

After receiving a Notice to Correct the Contractor shall immediately respond by giving a Notice to the Engineer describing the measures the Contractor will take to remedy the failure and stating the date on which such measures will be commenced in order with the time specified in the Notice to correct.

The time specified in the Notice to Correct shall not imply any extension of Time for Completion.”

15.2 Termination by the Employer

In the 1st paragraph replace the 1st sentence with the following:

“The Employer shall be entitled to give a Notice to Terminate to the Contractor of the Employer’s intention to terminate the Contract or, in the case of sub-paragraph e), f), g) or h) below, a Notice of Termination, if the Contractor:”

In sub-paragraph (d), after the words “...the required agreement,” add the following “fails to disclose its subcontractor agreements,”

In sub-paragraph (e), after the words “... or carries on business under a receiver,” add the following “or under a business rescue practitioner,”

Delete the word “or” at the end of sub-paragraph (e) and replace sub-paragraph (f) with the following:

- "(f) gives or has given, offers to give or has offered to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
- (i) for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer or State Department or Organ of State, or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or State Department or Organ of State,

or if any of the Contractor's Personnel, agents or Subcontractors gives or has given, offers to give or has offered to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination,"

Add the following sub-paragraphs:

- "(g) misrepresented, whether innocently, negligently or fraudulently, the true facts requested in the tender documents; or
- (h) acts in such a way, on this contract or any other contract with the Employer, that a statute relating to the combating of fraud, corruption, uncompetitive practice and the like can be invoked."

Replace the 2nd paragraph with the following:

"Unless the Contractor remedies the matter described in the Notice to Terminate above within 14 days of receiving the Notice to Terminate, the Employer may by giving a Notice of Termination to the Contractor immediately terminate the Contract. The date of termination shall be the date stated in the Notice of Termination.

In the case of sub-paragraph e), f), g) or h) the Employer may by giving a Notice of Termination immediately terminate the Contract and the date of termination shall be the date of the Notice of Termination."

17.1 Indemnities

In the 1st paragraph delete “and” at the end of sub-paragraph (b)(i).

Delete the full stop at the end of sub-paragraph (b)(ii) and substitute “,” and insert the following sub-paragraphs:

- "(c) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
- (i) all or any of the Contractor's Personnel or ex-Personnel as a result of a dispute between all or any of the Contractor's Personnel or dismissed Contractor's Personnel and the Contractor, or all or any of the Subcontractor's Personnel and the Subcontractor, and
 - (ii) all or any of the Contractor's Suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works,
- (d) any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel or dismissed Contractor's Personnel,
- (e) any liability for damage incurred to, or loss of, property within the site identified in the contract documents as not belonging to the Employer regardless of whether or not such damage or loss is caused by the Contractor's equipment,
- (f) all damages, losses and expenses (including legal fees and expenses) resulting from the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
- (i) all or any of the Contractor's workforce (or dismissed Contractor's Personnel) as a result of a dispute between all or any of the Contractor's Personnel (or dismissed contractor's Personnel) and the Contractor; or
 - (ii) all or any of the Contractor's suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works, and
- (g) harm or damage to the environment caused in the performance of the Works."

Note to compiler: Where the Employer holds the Mining Authorisation and is therefore the "Owner" in terms of the Mines Health and Safety Act, 1996 (Act No 29 of 1996) and Amendment Act 1997 insert the following sub-paragraph:

- (h) The Contractor hereby indemnifies and holds blameless the Employer against any and all losses that may be incurred by the Employer as Owner of the Mine(s) as a result of any act or omission by the Contractor, its employees or subcontractors in contravention of the Mines Health and Safety Act, 1996 (Act No 29 of 1996), as amended."

Add the following final paragraphs:

"To the extent, if any, that the Contractor is responsible for the design of part of the Permanent Works under Sub-Clause 4.1 [*Contractor's General Obligations*], and/or any other design under the Contract, the Contractor shall also indemnify and hold harmless the Employer against all acts, error or omissions by the Contractor in carrying out the Contractor's design obligations that result in the Works (or Section or Part or major item of Plant, if any), when completed, not being fit for the purpose(s) for which they are intended under Sub-Clause 4.1 [*Contractor's General Obligations*].

The Contractor shall indemnify the Employer against any liability for physical damage incurred to, or loss of, property within the Site identified in the Contract as not belonging to the Employer regardless of whether or not such damage or loss is caused by the Contractor's equipment."

17.4 Consequences of Employer's Risks

In the 1st sentence of the 2nd paragraph, insert "to the Works, Good or Contractor's Documents" after the word "damage".

17.6 Limitation of liability

In the 3rd line of the 1st paragraph delete the remainder of the sentence after the comma and substitute:

"other than as specifically provided for in Sub-Clause 8.7 [*Delay Damages*]; Sub-Clause 11.2 [*Cost of Remedying Defects*]; Sub-Clause 12.5 [*Non-compliance Damages*]; Sub-Clause 15.4 [*Payment after Termination*]; Sub-Clause 16.4 [*Payment on Termination*]; Sub-Clause 17.1 [*Indemnities*]; Sub-Clause 17.4 [*Consequences of Employer's Risks*] and Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*]."

18.2 Insurance for Works and Contractor's Equipment

In the 4th paragraph, delete the wording of sub-paragraph (d) and replace with the following:

- "(d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (g) and (h) of Sub-Clause 17.3 [*Employer's Risks*], and shall include insurance with the South African Special Risks Insurance Association (SASRIA) that cover loss or damage from the risks listed in sub-paragraph (c) of Sub-Clause 17.3 [*Employer's Risks*], and"

19.1 Definition of Force Majeure

In the 3rd line of sub-paragraph 19.1(iii) insert "or suppliers," after the word "Subcontractors".

Insert the following as a new 3rd paragraph:

"Events as listed in sub-paragraph (iii) above may only be classified a "Force Majeure" event, if the following additional conditions are satisfied:

- (1) The Contractor has engaged with the persons responsible for the riot, commotion, disorder, strike or lockout; has met with the persons or leaders; and has recorded the persons or leaders details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct; and
- (2) The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and
- (3) The Contractor has reported all threats and unlawful conduct to the South African Police Service; and

- (4) The Contractor has brought an urgent application to the court on an ex parte basis that correctly identify the respondents and define the unlawful conduct to be interdicted; and
- (5) The Contractor has ensured that the court order is enforced.”

19.5 Force Majeure Affecting Subcontractor

Amend the title to read “Force Majeure Affecting Subcontractor and supplier”.

In the 1st line insert “or supplier” after the word “Subcontractor”

20.1 Contractor’s Claims

Insert the following at the end of the 5th paragraph:

“If the Contractor fails to submit a fully detailed claim within the 42 days or within such other period as approved by the Engineer, or in the event of the claim having a continuing effect, fails to submit monthly interim claims or fails to submit a final claim within the 28 days or within such period as approved by the Engineer, then the notice given by the Contractor under this clause shall be deemed to have lapsed.”

Insert the following after the 6th paragraph:

“If the Engineer disapprove the claim or if the Engineer does not respond within the timeframe defined in this Sub-Clause, the Contractor may consider that the claim is disapproved by the Engineer and may refer it to the Dispute Adjudication Board in accordance with Sub-Clause 20.4 [*Obtaining Dispute Adjudication Board’s Decision*], provided that unless this right of referral is exercised within 28 days after the defined timeframe has expired, the Contractor shall be deemed to have agreed that the claim is disapproved and that he has no further claim regarding the same event or circumstance.”

Insert the following as the beginning of the 8th paragraph:

“Within the period of 42 days defined in the 6th paragraph or within such other period as may be proposed by the Engineer and approved by the Contractor,

20.2 Appointment of the Dispute Adjudication Board

In the 2nd paragraph, replace the full stop at the end of the 1st sentence with a comma and add the following:

“, each of whom shall be fluent in the language for communication defined in the Contract and shall comply to the requirements as Stated in the Appendix to Tender.”

20.3 Failure to Agree Dispute Adjudication Board

In the 1st paragraph under b), insert a comma after the trailing bracket and insert the following:

“...), or fails to approve a member nominated by the other Party,”

20.4 Obtaining Dispute Adjudication Board’s Decision

Add the following three new paragraphs before the 1st paragraph:

“If the Parties so agree, and there is a standing DAB, they may jointly request (in writing, with a copy to the Engineer) the DAB to provide assistance and/or informally discuss and attempt to resolve any issue or disagreement that may have arisen between them during the performance of the Contract. If the DAB becomes aware of an issue or disagreement, it may invite the Parties to make such a joint request.

Such joint request may be made at any time, except during the period that the Engineer is carrying out his/her duties under Sub-Clause 3.5 [*Determination*] on the matter at issue or in disagreement unless the Parties agree otherwise.

Such informal assistance may take place during any meeting, site visit or otherwise. However, unless the Parties agree otherwise, both Parties shall be present at such discussions. The Parties are not bound to act on any advice given during such informal meetings, and the DAB shall not be bound in any future dispute resolution process, or decision by any views or advice given during the informal assistance, whether provided orally or in writing.”

Add the following after the 1st paragraph:

“If the Engineer’s Determination given in accordance with Sub-Clause 3.5 [Determinations], is disputed, and there is a standing DAB, the dispute details and supporting information shall be submitted to the DAB within 56 days after the Engineer has made the Determination. If the dispute details and supporting information is not submitted within this period, it shall be deemed that the DAB gave a decision supporting the Engineer’s Determination.

If the Engineer’s Determination given in accordance with Sub-Clause 3.5 [Determinations], is disputed, and there is not a standing DAB, the Parties shall proceed to appoint a DAB in terms of Sub-Clause 20.2 [Appointment of the Dispute Adjudication Board].”

20.5 Amicable Settlement

In the 1st and 2nd sentence, replace the word “arbitration” with “litigation”

20.6 Arbitration

Replace this Sub-Clause with the following:

“20.6 Litigation

Unless settled amicably, any dispute in respect of which the DAB’s decision (if any) has not become final and binding shall be settled by litigation in the High Court having jurisdiction over the dispute.

Unless otherwise agreed by both Parties:

- (a) nothing herein contained shall deprive the Contractor of the right to institute immediate court proceedings in respect of failure by the Employer to pay the amount of a payment certificate on its due date or to refund any amount of retention money on its due date for refund,
- (b) nothing shall disqualify the Engineer from being called as a witness and giving evidence before the court on any matter whatsoever relevant to the dispute concerned, and
- (c) the court shall have full power to open up, review and revise any determination, decision, order, instruction, certificate or valuation of the Engineer, and any decision of the DAB, relevant to the dispute.”

20.7 Failure to comply with Dispute Adjudication Boards’ Decision

Replace “arbitration” in the last paragraph with “litigation”

20.8 Expiry of Dispute Adjudication Board’s Appointment

Replace “arbitration” in subparagraph (b) with “litigation”

APPENDIX General Conditions of Dispute Adjudication Agreement

Add the following as a 1st paragraph:

“The “Dispute Adjudication Agreement” shall be in the form of the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, and the Conditions of the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, shall apply.”

Annex PROCEDURAL RULES

Add the following as a 1st paragraph:

“The Procedural Rules as contained in the Dispute Adjudication Agreement contained in the Appendix to Part C4 of the Specifications, shall apply.”

C1.2.2 APPENDIX TO TENDER: CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER

Notes to tenderer:

1. This form is the equivalent of the Appendix to Tender as defined in Sub-Clause 1.1.1.9 of the FIDIC Conditions of Contract.
2. Clause numbers (Cl. No.) refer to the FIDIC Conditions of Contract. The prefix A refers to an amendment to these conditions.

<u>Item</u>	<u>Cl No</u>	<u>Data</u>
Employer	1.1.2.2	<p>means the South African National Roads Agency SOC Limited instituted in terms of the South African National Roads Agency Limited and National Roads Act (Act No. 7 of 1998) or a person delegated by the South African National Roads Agency SOC Limited to act on its behalf.</p> <p>The Employer's address is: Note to compiler: For 2nd Tier document, insert Employer's representative) The South African National Roads Agency SOC Limited 48 Tambotie Avenue Val De Grace Pretoria, 0184</p>
Engineer	1.1.2.4	<p>means HN Consulting Engineers <i>Physical address:</i> Block B, Hilltops Office Park 73 Villiers Drive, Clarendon Pietermaritzburg, 3200</p> <p><i>Postal address:</i> PO Box 13214 Cascades, 3202</p> <p><i>Email address</i></p>
Time for Completion	1.1.3.3.	2 Months
Defects for notification period	1.1.3.7	Nil
Mobilisation Period	A1.1.3.10	N/A
Electronic transmission system	1.3	Email
Communications	1.3	<p>The addresses for communication between the parties shall be:</p> <p>Employer: <i>Physical address:</i> 58 Van Eck Place, Mkondeni Pietermaritzburg, 3212</p>

<u>Item</u>	<u>CI No</u>	<u>Data</u>
		<p>Postal address: PO Box 100410, Scottsville, 3209</p> <p>Email address: mthethwam@nra.co.za</p>
Laws and Language	1.4	The law governing this contract is South African law
Access to the site	2.1	Nil (access on Commencement Date)
Performance security	A4.2	Not required
Contractor's Representative	4.3	The Contractors Representative (site manager) shall be employed full time on the works. He shall be the single point of accountability on the works.
Subcontractors and suppliers	A4.4	The percentage of the contract value that may be sublet is dependent on the Minimum Targeted Enterprise subletting targets and shall not exceed the Maximum Subcontracting allowed % as per the following sentence: The percentage of the contract value that may be sublet shall not exceed 50% if the Targeted Enterprises subletting target is equal or less than 30% and not exceed 70% if the Targeted Enterprises subletting target is more than 30%.
Rates of Wages and Conditions of Labour	A6.2	The Contractor and his Subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) and rates for wages and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry shall apply to the Contractor and all his Subcontractors except where a specific industry publishes its own wage rates and conditions of labour
Special non-working hours/days	A6.5	<ul style="list-style-type: none"> a) All designated public holidays (including all foreseeable statutory declared election days); b) The annual holidays in December and January; c) Day before Easter Weekend; d) Day of school term closure. e) Sundays f) Between sunset and sunrise
Contractor's Personnel	A6.9	The Contractor shall provide the key personnel (as indicated in form C1.2.3 - Appendix to Tender: Contract Data – Information Provided by the Tenderer).

<u>Item</u>	<u>Cl No</u>	<u>Data</u>
		Where the key personnel are no longer available to undertake the necessary work after the award of the contract, the Contractor shall within a period of 14 working days replace the key personnel stated in the Appendix to Tender with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.
Commencement Date	A8.1	As stated in the Form of Acceptance
Period in which Works must commence	A8.1	Start not later than 14 days after the commencement date
Programme submission	A8.3	One paper copy and one electronic copy
Date(s) of access	A8.3(b)	As per clause 2.1 Access to site
Special non-working days	A8.3(h)	As per clause 6.5 Working hours
Restricted working conditions	A8.3(m)	Accommodation of traffic restrictions
Extension of time for completion	A8.4	The Contractor shall be entitled to claim for an extension of time for completion as per Part C3 Clause B1.7 which may be caused by: <ul style="list-style-type: none"> • Inclement weather • Changes in quantities or rates of drilling • Drilling conditions (i.e boulders, excessive water seepage, collapse etc.)
Delay damages and Other Non-compliance Charges	A8.7(a)&(b)	<ul style="list-style-type: none"> i. Delay Damages – R10000 /day up to a maximum of 10% of the drilling contract value. ii. Accommodation of traffic non-compliance <ul style="list-style-type: none"> (i) Occurrence – R10 000.00/number (ii) Time delay – R1000.00/hour
Evaluation	A12.3	The term “fixed rate item” shall apply to all items of work listed in the Pricing Schedule (Including agreed items of work listed in Works Authorisations).
Daywork allowances	13.6	Not Applicable
Special materials	A13.8	None

Retention money: - Percentage	A14.3 (c)	Not required
- Limit	A14.3 (c)	Not required
Guarantee	A14.3 (c)	Not applicable
Minimum amount of interim payment certificate	A14.6	Not applicable to this contact
Time period for submission of evidence of insurance and copies of insurance	18.1	As stated in the Form of Acceptance
Minimum Insurance cover for Injury to persons and Damage to Property	18.3	10% of value of contract value
Environmental Management Plan (EMPI)	D4(d)	DEO means: Designated Environmental Officer
Target Area(s)	B1.3 (xvi)	For Targeted Labour: Msunduzi LM

C1.2.3 APPENDIX TO TENDER: CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Note to tenderer:
This form is the equivalent of the Appendix to Tender as defined in Sub-Clause 1.1.1.9 of the FIDIC Conditions of Contract

1. FIDIC CONDITIONS OF CONTRACT

1.a Clause 1.3: Communications

The Contractor is

Physical Address:

.....

Telephone:

Facsimile:

1.b Clause 4.3: Contractor’s representative

The authorised and designated representative of the Contractor is:

Name:

1.b Clause A6.9: Contractor’s Personnel

The Site Manager of the Contractor is:

Name:

2. OTHER CONTRACT INFORMATION

2.a

2.b

3. **INFORMATION REQUIRED FOR THE PUBLICATION OF TENDER RESULTS AS PER NATIONAL TREASURY NOTE**

Name of Directors	Appointment Date	Designation

SIGNED BY TENDERER:

C1.3 OTHER STANDARD FORMS

C1.3.1 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 7 (hereinafter called "the Employer") on the one part, herein represented by
in his capacity as
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 SUB-CONTRACT SANRAL:

... ER4004-61132-2021-SS1 for *GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG*

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 its 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)

C1.3.3(a) FORM OF NOTIFICATION OF CONSTRUCTION WORK WITH DEPARTMENT OF LABOUR

SUB-CONTRACT SANRAL ER4004-61132-2021-SS1

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

Annexure 2

Occupational Health and Safety Act, 1993

(Regulation 4 of the Construction Regulations, 2014)

NOTIFICATION OF CONSTRUCTION WORK

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

.....
.....

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

.....

1. Principal contractor's compensation registration number:

.....

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

The South African National Roads Agency SOC Limited, PO Box 100410, Scottsville, 3209

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

Client:

.....

Agent:

.....

4. (a) Name and postal address of designer(s) of the Project

.....

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

.....

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

.....

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

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

.....
8. Nature of construction work:

.....
9. Expected commencement date:

10. Expected completion date:

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

Total: Male: Female:

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

13. Name(s) of contractors already selected:

.....
PRINCIPAL CONTRACTOR

.....
DATE

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

.....
DATE

.....
CLIENT

.....
DATE

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.
- ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK

Part C2:PRICING DATA

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of the Standard Specifications for Subsurface Investigations (2010) issued by SANRAL as amended in the Scope of Works.

C2.1.2 The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC Sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000kg)
W/day	=	Work day

C2.1.3 For the purpose of the Pricing Schedule, the following words shall have the meanings assigned to them:

Unit:	The unit of measurement for each item of work as defined in the Standard Specifications for Subsurface Investigations (2010) issued by SANRAL
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
Prime cost:	Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the

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

Provisional Sum: Means a sum (if any) which is specified in the contract as a provisional sum, for the execution of any part of the works or the supply of plant, materials or services under sub-clause 13.5 (Provisional sums).

- C2.1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- C2.1.5 It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za for information standards)
- C2.1.6 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out. Contractor shall submit to the Engineer within 28 days after the Commencement Date a full breakdown of all rates. The rates are to be clearly referenced to the relevant payitem numbers, with each rate broken down into its labour, materials, plant, fuel, overhead charges and profit components.
- C2.1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.1.8 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.9 The quantities set out in the Pricing Schedule are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule.
- C2.1.10 Reasonable compensation will be received where no pay item appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other payitem.
- C2.1.11 The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Standard Specifications for Subsurface Investigations (2010) issued by SANRAL
- C2.1.13 The pricing schedules are provided electronically on the Compact Disc. A printout of the entire completed pricing schedule must be signed and attached to the tender as well as an electronic copy of the priced pricing schedule. In the event of any discrepancy between the signed printed copy, and the electronically submitted copy, the tender rates in the signed copy will govern. The item numbers and description of the PDF document will govern. For all addenda issued relating to the pricing schedule, the item numbers, description and quantities of the issued document will govern.

C2.2 PRICING SCHEDULE

SUB-CONTRACT SANRAL ER4004-61132-2021-SS1					
GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG					
Item no.	Description	Unit	Quantity	Rate	Amount
1	Establishment of the Contractor				
1.1	Establishment of contractor on Site				
1.1.1	Fixed charges	sum	1		
1.1.2	Time related charges	day	44		
1.1.3	Health and safety obligations	cal.day	60		
1.1.4	Environmental management	sum	1		
1.2	Provision of labour (per person)	h	352		
1.3	Cost of Engineer's phone	PC Sum			
1.4	Mark-up for handling and profit on item 1.3	%	10		
B1.5	Re-establishment of contractor on instruction of the engineer				
1.5.1	Fixed charges	Sum	1		
1.5.2	Time related charges	Day	10		
1.5.3	Health and safety obligations	Cal.day	14		
1.5.4	Environmental management	sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					
2	Housing for Engineer's site staff				
2.1	Accommodation	Prov sum			
2.2	Mark up for handling and profit	%			
TOTAL CARRIED FORWARD TO SUMMARY					
3	Establishment and provision of rigs and equipment				
3.1	Core drilling rigs	no.day	44		
3.2	Percussion drilling rigs (with compressor)	no.day			
3.3	Large diameter auger rig	sum			
3.4	Drilling barges	sum			
3.5	Establishment of other plant and equipment				
3.5.1	Bulldozer	sum			
3.5.2	Tractor-loader-backhoe (specify details)	sum	1		
3.5.3	Excavator (specify details)	sum			
3.5.4	Front end loader (specify details)	sum			
3.5.5	Water truck (specify details)	sum	1		
3.5.6	Core orientation equipment	sum			
3.5.7	Water pressure equipment (Section 26)	sum			
3.5.8	Grouting equipment (Section 27)	sum			
3.5.9	DPSH equipment (Section 24)	sum	1		

SUB-CONTRACT SANRAL <i>ER4004-61132-2021-SS1</i>					
GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG					
Item no.	Description	Unit	Quantity	Rate	Amount
3.6	Any other equipment or plant as specified and listed in the BoQ	sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					
4	Setting out and survey				
4.1	Setting out and survey	Prov. sum	1		R 100,000.00
4.2	Mark up for handling and profit	%	R100,000		
TOTAL CARRIED FORWARD TO SUMMARY					
5	Setting up				
5.1	Mobile setups				
5.1.1	Core drill	no.	14		
5.1.2	Percussion drill	no.			
5.2	Skid setups:				
5.2.1	Normal skid setups	no.	6		
5.2.2	Difficult skid setups	no.	4		
5.2.3	Very difficult skid setups	no.	4		
5.3	Setting up over inclined holes (extra over 5.1 or 5.2)	no.			
5.4	Setting up in specialized circumstances (extra over 5.1 or 5.2) specify type	no.			
5.5	Movement between boreholes extra over 5.1 or 5.2 (specify rig type)				
TOTAL CARRIED FORWARD TO SUMMARY					
6	Access				
6.1	Making of access tracks using different types of equipment as given in the BoQ				
6.1.1	Bulldozer	d			
6.1.2	Tractor-loader-backhoe (TLB) (specify details)	d	5		
6.1.3	Excavator (specify details)	d			
6.1.4	Front end loader (specify details)	d			
6.1.5	Water truck (specify details)	d	5		
6.1.6	Other equipment as required	d			
6.2	Reinstatement of access tracks	sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					
7	Cutting down of trees and crops				
7.1	Cutting down of trees and removal thereof				
7.1.1	Between 150 and 300mm diameter	no.	30		
7.1.2	Greater than 300mm	no.	30		
7.2	Destruction of crops	ha			

SUB-CONTRACT SANRAL <i>ER4004-61132-2021-SS1</i>					
GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG					
Item no.	Description	Unit	Quantity	Rate	Amount
7.2.1	-Compensation to landowner	Prov Sum			
7.2.2	-Mark-up for handling and profit	%			
8	Percussion drilling				
8.1	-Percussion drill (specify type and diameter of drilling)	m			
8.1.1	Percussion drilling (in 50m increments)	m			
8.1.2	Inclined drilling (extra over item 8.1.1)	m			
8.2	-Backfilling hole	m			
8.4	-Percussion casing				
8.4.1	-Casing in and out	m			
8.4.2	Casing left the hole	m			
8.4.3	Permanent casing (25mm ID uPVC)				
8.4.3.1	Supply of casing	m			
8.4.3.2	Installation of casing (including sand annulus)	m			
8.5	Addition of foam	l			
TOTAL CARRIED FORWARD TO SUMMARY					
9	Augering				
9.1	Small diameter augering (<200mm)	m			
9.2	Large diameter augering (>200mm)	m	15		
9.2.1	Daily rate hire	d	3		
9.2.2	Backfilling of hole (only when delayed by engineer)	m	15		
9.3	Additional safety equipment as detailed in project specifications	m			
TOTAL CARRIED FORWARD TO SUMMARY					
10	Rotary core drilling				
10.1	In category A materials	m	25		
10.2	In category B materials	m	35		
10.3	In category C materials	m	45		
10.4	In Category D materials (extra over item 10.3) by different rock types	m	100		
10.5	In very closely fractured material (extra over item 10.3)	m	20		
10.6	Triple tube drilling (extra over item 10.1 or 10.2)		20		
10.7	Drilling in gravel	m	14		
10.8	Drilling in cobbles and boulders	m	14		
10.9	Drilling steel in concrete	mm			
10.10	Extra over for drilling inclined holes in all categories				

SUB-CONTRACT SANRAL <i>ER4004-61132-2021-SS1</i>					
GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG					
Item no.	Description	Unit	Quantity	Rate	Amount
10.10.1	Inclination >60° and <85°	⌘			
10.10.2	Inclination <60° and >30°	⌘			
10.10.3	Inclination <30° and > 0°	m	100		
TOTAL CARRIED FORWARD TO SUMMARY					
11	Washboring				
11.1	Washboring	m	10		
TOTAL CARRIED FORWARD TO SUMMARY					
12	Core and soil material recovery				
12.1	Soil material recovery in all material types	m	20		
12.2	Core recovery in category A materials	m	25		
12.3	Core recovery in category B materials	m	35		
12.4	Core recovery in category C materials	m	45		
12.5	Core recovery in category D materials	m	100		
12.6	In very closely fractured material	m	20		
12.7	Triple tube drilling	m	20		
TOTAL CARRIED FORWARD TO SUMMARY					
13	Casing				
13.1	Casing, which may be removed (by size)	m	100		
13.2	In material of Category B or harder (extra over 13.1)	m	20		
13.3	In boulders and gravel (extra over 13.1)	m	20		
13.4	Casing left in the hole (extra over 13.1) by size	m	20		
13.5	Casing left in the hole (extra over 13.1)	m	20		
TOTAL CARRIED FORWARD TO SUMMARY					
14	The use of drilling aids				
14.1	Use in lieu of casing	m	50		
14.2	Purchase price of drilling aids	Prov sum	1		
14.3	Mark-up for handling and profit	%	10		
TOTAL CARRIED FORWARD TO SUMMARY					
15	Stabilisation grouting				
15.1	Supply of grout	bag	5		
15.2	Installation of grout	m	50		
TOTAL CARRIED FORWARD TO SUMMARY					
16	Disturbed sampling				
16.1	Samples (by size)	no.	5		

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GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG					
Item no.	Description	Unit	Quantity	Rate	Amount
TOTAL CARRIED FORWARD TO SUMMARY					
17	Undisturbed sampling				
17.1	Thin walled tube samples	no.			
17.2	Piston samples	no.			
17.3	Block samples	no.			
TOTAL CARRIED FORWARD TO SUMMARY					
18	Borehole orientation surveys				
18.1	Provision of equipment and surveying	prov sum			
18.2	Mark-up for handling and profit	%			
TOTAL CARRIED FORWARD TO SUMMARY					
19	Core orientation surveys				
19.1	Core orientation surveys	no.			
TOTAL CARRIED FORWARD TO SUMMARY					
20	Orientated integral core				
20.1	Orientated core	m			
TOTAL CARRIED FORWARD TO SUMMARY					
21	Down the hole photography				
21.1	Provision for down the hole photography service provider	prov sum			
21.2	Mark-up for handling and profit	%			
TOTAL CARRIED FORWARD TO SUMMARY					
22	Vane shear testing				
22.1	Establishment of equipment	sum			
22.2	Setting up at each borehole	no.			
22.3	Tests	no.			
TOTAL CARRIED FORWARD TO SUMMARY					
23	Standard Penetration Test				
23.1	SPT tests	no.	5		
TOTAL CARRIED FORWARD TO SUMMARY					
24	Dynamic probing (super heavy)				
24.1	Setup at each position	no.	18		
24.2	Dynamic probing super heavy	m	180		
TOTAL CARRIED FORWARD TO SUMMARY					
25	Cone Penetration Test				
25.1	GPT Probing	prov sum			
25.2	Mark up for handling and profit	%			

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GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG					
Item no.	Description	Unit	Quantity	Rate	Amount
TOTAL CARRIED FORWARD TO SUMMARY					
26	Water pressure tests				
26.1	Set up at borehole	no.			
26.2	Installation of set of packers	no.			
26.3	Carry out pressure test	h			
TOTAL CARRIED FORWARD TO SUMMARY					
27	Grout acceptance testing				
27.1	Grout acceptance tests	no.			
27.2	Grout material (50kg) (grout type)	bag			
TOTAL CARRIED FORWARD TO SUMMARY					
28	Piezometers				
	-				
28.1	Supply (by type)	no.			
28.2	Installation	m			
28.3	Permeability testing	h			
TOTAL CARRIED FORWARD TO SUMMARY					
29	Inclinometers				
29.1	Supply of casing	m			
29.2	Installation of casing	m			
29.3	Permanent protective cover	no.			
29.4	Taking of readings (per set)	no.			
TOTAL CARRIED FORWARD TO SUMMARY					
30	Water sampling and borehole water rest level				
30.1	Recording water rest levels	no.	14		
30.2	Water samples	no.	14		
30.3	uPVC tubing	m	210		
TOTAL CARRIED FORWARD TO SUMMARY					
31	Core boxes				
31.1	Core boxes	no.	28		
TOTAL CARRIED FORWARD TO SUMMARY					
32	Core sheds				
32.1	Core shed	no.	1		
32.2	Core rack module	no.	1		
32.3	Name board	no.	1		
TOTAL CARRIED FORWARD TO SUMMARY					
33	Core photography				
33.1	Core photographs	no.	28		

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GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG					
Item no.	Description	Unit	Quantity	Rate	Amount
TOTAL CARRIED FORWARD TO SUMMARY					
34	Transportation				
34.1	Vehicle of less than 1.5ton	km			
34.2	Vehicle of greater than 1.5ton	km			
TOTAL CARRIED FORWARD TO SUMMARY					
35	Marking of holes				
35.1	Standpipe and cap	no.	18		
35.2	Concrete block only	no.	5		
35.3	Plastic water meter box cover	no.	2		
TOTAL CARRIED FORWARD TO SUMMARY					
36	Machine and hand trenching				
36.1	Hand excavation				
36.1.1	Up to 1.5m depth	h	40		
36.1.2	In excess of 1.5m depth	h	40		
36.2	Machine excavation				
36.2.1	Tractor Loader Backhoe (TLB) (specify type)	D	5		
36.2.2	Excavator (specify type)	d			
36.3	Safety fencing	m			
36.4	Backfilling of holes (only as ordered by the engineer)	no.	5		
TOTAL CARRIED FORWARD TO SUMMARY					
37	Standing time				
37.1	Standing time (specify different plant)	h	40		
TOTAL CARRIED FORWARD TO SUMMARY					
38	Logging and profiling				
38.1	Services of specialist	Prov Sum	1		R300,000.00
38.2	Mark-up for handling and profit	%	R300,000		
TOTAL CARRIED FORWARD TO SUMMARY					
B39	Laboratory Testing				
B39.1	Services of specialist	Prov Sum	1		300,000.00
B39.2	Mark-up for handling and profit	%	R300,000		
TOTAL CARRIED FORWARD TO SUMMARY					

C2.3 SUMMARY OF PRICING SCHEDULE

SUB-CONTRACT SANRAL ER4004-61132-2021-SS1

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

1	ESTABLISHMENT OF THE CONTRACTOR	R
2	HOUSING FOR ENGINEER'S SITE STAFF	R
3	ESTABLISHMENT AND PROVISION OF RIGS AND EQUIPMENT	R
4	SETTING OUT AND SURVEY	R
5	SETTING UP	R
6	ACCESS	R
7	CUTTING DOWN OF TREES AND CROPS	R
8	PERCUSSION DRILLING	R
9	AUGERING	R
10	ROTARY CORE DRILLING	R
11	WASHBORING	R
12	CORE AND SOIL MATERIAL RECOVERY	R
13	CASING	R
14	THE USE OF DRILLING AIDS	R
15	STABILISATION GROUTING	R
16	DISTURBED SAMPLING	R
17	UNDISTURBED SAMPLING	R
18	BOREHOLE ORIENTATION SURVEYS	R
19	CORE ORIENTATION SURVEYS	R
20	ORIENTATED INTEGRAL CORE	R
21	DOWN THE HOLE PHOTOGRAPHY	R
22	VANE SHEAR TESTS	R
23	STANDARD PENETRATION TEST	R
24	DYNAMIC PROBING (SUPER HEAVY)	R
25	CONE PENETRATION TESTING	R
26	WATER PRESSURE TESTING	R
27	GROUTING ACCEPTANCE TESTING	R
28	PIEZOMETERS	R
29	INCLINOMETERS	R
30	WATER SAMPLING AND BOREHOLE WATER REST LEVEL	R
31	CORE BOXES	R
32	CORE SHEDS	R
33	CORE PHOTOGRAPHY	R
34	TRANSPORTATION	R
35	MARKING OF HOLES	R
36	MACHINE AND HAND TRENCHING	R
37	STANDING TIME	R
38	LOGGING AND PROFILING	R
B39	LABORATORY TESTING	R
Sub-Total		R
VAT		R

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION
BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

TOTAL OF BILL OF QUANTITIES CARRIED FORWARD TO CALCULATION OF TENDER SUM	R
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CALCULATION OF TENDER SUM

SUB-CONTRACT SANRAL *ER4004-61132-2021-SS1*

GEOTECHNICAL DRILLING SERVICES FOR THE DESIGN OF THE NEW SANRAL EASTERN REGION BUILDING AND ASSOCIATED WORKS IN PIETERMARITZBURG

TOTAL OF BILL OF QUANTITIES R

VALUE ADDED TAX:

Add 15 % R

TOTAL CARRIED TO FORM OF OFFER..... R

SIGNED ON BEHALF OF TENDERER:

PART C3: SCOPE OF WORK

C3.SCOPE OF WORKS

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SECTION A:STANDARD AMENDMENTS ISSUED BY SANRAL

Notes to tenderer:

- 1. The Standard Specifications for Subsurface Investigations 2010, as amended, shall apply to this contract. The amendments are those issued by SANRAL and reproduced in Section A, together with additional amendments as set out in Section B.**
- 2. The General Conditions of Contract applicable to this contract are the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer” (1999), issued by the International Federation of Consulting Engineers (FIDIC) and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.**
- 3. The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), and “Pricing Schedule” are synonymous.**

As at 22 February 2024 no amendments have been issued.

SECTION B. PROJECT SPECIFICATION AMENDMENTS TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

1. PROJECT SPECIFICATION AMENDMENTS TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

In certain clauses, the Standard Specifications allow a choice to be specified in the Project Specifications between alternative requirements and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains some additional specifications required for this particular Contract.

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the Standard Specifications and which is included here, is also prefixed by B or D (depending on the relevant section) followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

SECTION 1: ESTABLISHMENT OF THE CONTRACTOR

B1.3 GENERAL ITEMS TO BE PROVIDED FOR

Add the following sub-clause:

(xv) Allowance has been made in the contract under item 1.5 for the re-establishment of the contractor in the contract period or defects notification period if such action is required by delays not attributed to the contractor and/or ordered by the engineer.

(xvi) During the establishment period, the contractor shall use the established PLC structures along the route to source labour.

B1.7 EXTENSION OF TIME

Add the following sub-clause:

“B1.7.3 Changes in quantities and rates of progress

The Contractor shall be entitled to claim for an extension of time for completion in terms of Clause 8.4 of the Conditions of Contract which may be caused by:

- Inclement weather
- Changes in quantities or rates of drilling
- Drilling conditions (i.e boulders, excessive water seepage, collapse etc.)

The Engineer based his time for completion on certain assumptions, including the number of rigs, total quantity and rate for drilling of the various categories of materials and number of special tests required. Changes to these quantities and rates of drilling may affect the time for completion.

Table 1.7.3 below indicates the rates anticipated by the Engineer for the various items:

Table 1.7.3

A	Number of rigs specified	1	
		Anticipated Rate of drilling (m/day) / testing (days)	Scheduled quantity
1	Percussion drilling		
2	Augering		
3	Rotary core drilling: Category A	50 m/day	25m = 1d
4	Rotary core drilling: Category B	42 m/day	35m = 1d
5	Rotary core drilling: Category C	35 m/day	45m = 2d
6	Rotary core drilling: Category D	30 m/day	100m = 4d
7	Rock type:		
8	Rock type:		
9	Rotary core drilling: In very closely fractured material	20m/day	20m = 1d
10	Rotary core drilling: Drilling in gravel	100 m/day	14m = 1d
11	Rotary core drilling: Drilling in boulders	30 m/day	14m = 1d
12	Washboring: N size		
13	Washboring: H size		
	TESTING		
14	Undisturbed sampling	5 days	5 days
15	Borehole orientation survey		
16	Core orientation surveys		
17	Down the hole photograph		
18	Vane shear testing		
19	Standard penetration test	3/day	18no. = 6d
20	Cone penetration test		
21	Water pressure testing		
22	Grout acceptance testing		
23	Other tests as required	21 days	

The anticipated rates for drilling and times for testing on which the original programme was based are to be compared against the agreed actual rates and rigs (if more are supplied by the contractor) achieved and judged according to the format set out in Table 1.7.4 below. The Contractor shall submit a claim (in terms of Clause 20 of the General Conditions of Contract) with respect to the actual drilling/testing rates mitigating the actual drilling/testing rates achieved which the Engineer shall evaluate and recommend for approval to the SANRAL project manager. No extension of time shall be given for the Contractors choice to utilize poor / inefficient plant or practices or due to breakages.

Table 1.7.4

		Billed Quantity (a)	Actual Quantity (b)	Anticipated rate/time (c)	Actual mitigated rate/time (d)	Number of rigs specified (e)	Actual number of rigs (f)	Extension of time calculated (g)
1	Extension of time for percussion drilling							$G1 = \{(b/d/f) - (a/c/e)\}$
2	Augering							$G2 = \{(b/d/f) - (a/c/e)\}$
3	Rotary core drilling: Category A							$G3 = \{(b/d/f) - (a/c/e)\}$
14	Undisturbed sampling							$G14 = \{(b/d/f) - (a/c/e)\}$

		Billed Quantity (a)	Actual Quantity (b)	Anticipated rate/time (c)	Actual mitigated rate/time (d)	Number of rigs specified (e)	Actual number of rigs (f)	Extension of time calculated (g)
19	Standard penetration test							$G19 = \{(b/d/f) - (a/c/e)\}$
					Subtotal		A	
	Inclement weather agreed						B	
	Total recommended for approval (sum of A and B)							

The extension of time approved shall be the sum of the extensions for each of the sections indicated above plus the sum of the approved extensions for inclement weather, subject to the contractor's claim with respect to the drilling rates as detailed above.

B1.9 MEASUREMENT AND PAYMENT

Pay Item 1 : Establishment of contractor on site

Delete the last paragraph in the Note to the pay item "should the tenderer tender a total in excess of the stipulated 15%".

Add the following pay item:

- B1.5 Re-establishment of contractor on instruction of the engineer
- 1.5.1 Fixed charges Sum
- 1.5.2 Time related charges Day
- 1.5.3 Health and safety obligations Cal.day
- 1.5.4 Environmental management sum

Note: Provision is made under item B1.5 for the re-establishment during the contract period or defects notification period ordered by the engineer for additional drilling/investigation. The rates tendered for items 1.5.1 to 1.5.4 shall include full compensation for re-establishing the complete unit, equipment and resources and personnel.

2.2 SECTION 12 : CORE AND SOIL MATERIAL RECOVERY

B12.2 : MEASUREMENT AND PAYMENT

In the third paragraph delete all the occurrences of the word "shall" and replace it with the word "should".

Delete the last sentence of the third paragraph and replace it with the following sentence: "If the rates for core recovery and soil material recovery are lower than 50% of the respective drilling and augering rates, the rates would be deemed imbalanced and the contractor may be required to rebalance the rates prior to award of the contract in terms of the conditions to tender."

SECTION 40: OCCUPATIONAL HEALTH AND SAFETY

Delete the entire section and replace with Section C.

SECTION 41: ENVIRONMENTAL MANAGEMENT

Delete the entire section and replace with Section D.

SECTION C: OCCUPATIONAL HEALTH AND SAFETY

1. NOTE TO PRINCIPAL CONTRACTORS AND CONTRACTORS

The Occupational Health and Safety Act, Act 85 of 1993 and its Regulations together with SANS Codes set out minimum standards with regards to Occupational Health and Safety. The South African National Roads Agency SOC Limited (SANRAL), has developed this Occupational Health and Safety Specifications with these minimum standards in mind and in certain stages the requirements of SANRAL exceeds the minimum legal requirements to follow best practices and to ensure a healthy and safe workplace for all.

SANRAL in no way assumes the Contractors legal liabilities and responsibilities. The Contractor is and remains accountable for the quality and execution of his health and safety programme for his employees. This Health and Safety Specification reflects minimum legal and SANRAL requirements and should not be construed as all encompassing.

It is realized that the Contractor have its own Health and Safety Management system and safe work practices. The intention of this Health and Safety Specification is not to change the Contractors Health and Safety management system, but for the Contractor to use its current Health and Safety management system to draw up a project specific Health and Safety plan according to these specifications as well as to legally comply with the Construction Regulations, GNR.84 of 2014.

It is the responsibility of the Principal Contractor and other Contractors to make themselves conversant and comply with the requirements and conditions contained in the various legislation pertaining to their profession and scope of works at all times.

This document is not exhaustive of all duties imposed by the Occupational Health and Safety Act, Act 85 of 1993 and its Regulations, governing the duties and obligations, of a Designer, Principal Contractor and Contractor performing duties in terms of an agreement with the client (SANRAL). These duties are fully described in the Occupational Health and Safety Act, Act 85 of 1993 and its Regulations and it is the duty of every Designer, Principal Contractor and Contractor to acquaint themselves therewith before commencing work.

Words used herein in the singular shall be deemed to include the plural and male shall include female and vice versa, unless the context otherwise requires.

2. PURPOSE

This document is compiled to ensure that the Principal Contractor and any other Contractors working for SANRAL directly or through a Principal Contractor, are aware of the Occupational Health and Safety requirements when working on a SANRAL contract, as well as to make them aware of their legal liabilities and responsibilities as per the Occupational Health & Safety Act, Act 85 of 1993, and its Regulations.

3. DEFINITIONS AND ABBREVIATIONS

Assessment – An opinion or a judgment about someone or something that has been thought about very carefully.

At-risk behavior – Conduct that unnecessarily increases the likelihood of an injury or incident.

Audit – A systematic and documented review of the effectiveness of implementation of processes, programmes and procedures, based on general process criteria.

Baseline risk assessment: This is the initial assessment of risk in a workplace. It is a broad assessment and includes all activities taking place on site, but does not include risk control measures or safeguards.

CIDB – Construction Industry Development Board

Client – Any organization or person for whom construction work is performed. For the purpose of this document, the client is the South African National Roads Agency SOC Limited.

Communicate – The process of two way dialogue which is understood by both parties.

Competence – A combination of attributes such as knowledge, training, experience and qualifications to assure successful performance.

Competent Person – Means a person who has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No. 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act.

Consequence – Outcome or impact of an event.

Continual Improvement – A recurring process of enhancing performance to achieve consistent improvements in overall performance.

Contractor – An employer as defined in section 1 of the OHS Act, who performs construction work and includes Principal Contractors and Sub-Contractors.

Construction Work – any work in connection with:

- The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.

Corrective Action – An action taken to eliminate the cause of a detected non-conformity or other undesirable situation.

Construction Regulations (CR) – Construction Regulations, GNR. 84 of 2014

Critical equipment – A piece of equipment or a structure whose failure to perform to design specification, has the potential to result in a major accident event.

Design – in relation to any structure, includes drawings, calculations, design details and specifications.

Designer – a) competent person who:

- Prepares a design
- Checks and approves a design
- Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- Designs temporary work, including its components

b) an architect or engineer contributing to, or having overall responsibility for a design

c) a building services engineer designing details for fixed plant

d) a surveyor specifying articles or drawing up specifications;

e) a contractor carrying out design work as part of a design and building project; or

f) an interior designer, shop fitter or landscape architect

DMR – Driven Machinery Regulations, GNR. 295 of 26 February 1988

Documents – Structured units of recorded information and its supporting medium (paper or electronic). Most records are documents, but not all documents are records. A document becomes a record when it is part of a business transaction, is kept as evidence of that transaction and is managed within a record-keeping system.

EIR – Electrical Installation Regulations, GNR. 242 of 6 March 2009

Emergency – An abnormal occurrence that pose a threat to the safety or health of employees, customers, or local communities, or which can cause damage to assets or the environment.

Employee – An individual who is employed by or works for an Employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

Employer – Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerates him, but excludes a labour broker as defined in section 1(1) of the Labour Relations Act, 1956 (Act No. 28 of 1956). For the purpose of this document, the employer is the South African National Roads Agency SOC Limited.

EMR – Electrical Machinery Regulations, GNR. 250 of 25 March 2011

Environment – The surroundings or conditions in which a person, animal or plant lives or operates, including air, water, land, natural resources and habitats.

Epidemic Disease - An *epidemic* disease is one affecting many persons at the same time, and spreading from person to person in a locality where the disease is not permanently prevalent. The World Health Organization (WHO) further specifies *epidemic* as occurring at the level of a region or community

Excavation work – The making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping

GAR – General Administrative Regulations, GNR. 929 of 25 June 2003

GMR – General Machinery Regulations, GNR. 1521 of 5 August 1988

GSR – General Safety Regulations, GNR. 1031 of 30 May 1986

Harm – A significant and or long lasting adverse effect on people, the environment or the community.

Hazard – A source, situation or act with a potential for harm in terms of human injury or ill health.

Health and Safety File – Means a file, or other record in permanent form, containing the information in writing as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 7(1)(b).

Health and Safety Plan – Means a project specific documented plan in accordance with the client's health and safety specifications, as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 7(1)(a).

Health and Safety Specification – Means a project specific document prepared by the client pertaining to all health and safety requirements related to construction work, as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 5(1)(b).

HSE – Health, Safety and Environment. Commonly used in the format HSE.

Incident – Work-related events (including accidents which give rise to injury, ill health, fatality or emergencies) that have resulted in, or has the potential to result in adverse consequences to people, the environment, property, reputation or a combination of these.

Likelihood – A description of probability or frequency, in relation to the chance that something will occur.

Lost Time Injury (LTI) – When a person is injured during the execution of his/her duties and as a result of the injury is unable to perform his/her regular duties for one full shift or more on the day following the day on which the injury has incurred, whether a scheduled work day or not(weekend).

Management System – Management processes and documentation that collectively provide a systematic framework for ensuring that tasks are performed safely, correctly, consistently and effectively to achieve a specified outcome and to drive continual improvement in performance.

Mandatory – An agent, contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or a user.

MSDS – Material Safety Data Sheet

Near Hit / Near Miss – Any occurrence or situation which had the potential for adverse consequences to people, the environment, property, reputation or a combination of these.

Non-conformance – Any deviation from work standards, practices, procedures, regulations that could either directly or indirectly lead to injury or illness, property damage, damage to the environment or a combination of these.

OHS Act – Occupational Health & Safety Act, 85 of 1993

Policy – Statement by an organization of its intentions and principles in relation to its overall performance which provides a framework for action and for the setting of its objectives and targets.

PPE – Personal Protective Equipment

Preventive Action – An action implemented to eliminate the cause of a potential non-conformity or other undesirable potential situation.

Principal Contractor – An employer appointed by the client to perform construction work and who is in overall control and management of a part of or the whole construction site.

Procedure – A specific documented way to carry out an activity or a process.

Records – Recorded information, in any form that is kept as evidence. Records include monitoring results, evidence of training, audits, inspections and calibration reports.

Risk Assessment – A process of evaluating the risk(s) arising from hazards taking into account the adequacy of any existing controls and deciding whether or not the risk(s) is acceptable.

Risk Management – The ongoing treatment of risks through the application of management policies, processes, procedures and risk control measures.

Risk – A combination of the likelihood of an occurrence of a hazardous event or exposure and the severity of injury or ill health that can be caused by the event or exposure.

Root Cause – The cause of the incident that, when rectified, will prevent the recurrence of not just incidents with those exact circumstances, but others with similar causes.

SACPCMP – South African Council for Project and Construction Management Professions

SANRAL - South African National Roads Agency SOC Limited

Supplier – A person or company that supplies material or equipment to a contractor on a construction site, but does not physically carry out construction work on the construction site.

The Act – The Occupational Health and Safety Act No. 85 of 1993

The Site – The area where work is carried out for SANRAL as defined on the front page of this document.

WAH – Acronym for Working at Heights

4. HEALTH AND SAFETY POLICY

Contractors are expected to have their own written Health and Safety Policy. The policy should declare their attitude and approach to the health, safety and welfare of their employees and others. Provision must be made to review the policy regularly and the CEO or Managing Director must sign and date the policy to indicate his commitment to ensuring the health and safety of his employees.

5. ROLES & RESPONSIBILITIES

Every Contractor is considered to be an employer in his own right and shall comply with all legal requirements pertaining to an employer, which include the responsibility to provide as far as reasonably practicable a safe and healthy working environment for his employees, as per Section 8 of the OHS Act.

In conjunction with Section 8 of the OHS Act, all employees on the project are responsible for their own safety as well as the safety of persons who may be affected by their acts, as per Section 14 of the OHS Act. It is the responsibility of each employee to ensure that he acts in a safe manner before, during and after work is carried out.

The contractor shall ensure that where required by the OHS Act and Regulations, competent employees are appointed in writing. These appointments must be project / contract specific and specific to the tasks that will be performed. Every appointment must display the duties of the person appointed and training certificates from a registered training provider must be attached to such appointment (where applicable). A list of possible appointments can be found in section 11.1 below.

6. HSE TRAINING and COMPETENCE

Where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training and employees must have attended courses of the aforementioned nature to be considered competent in the task.

All employees that forms part of the construction work must be trained and competent. Employees formally appointed to perform a certain duty must be in possession of a training certificate, received from a registered training provider. All employees must as a minimum have received site specific safety induction training and must receive daily safe task instruction training (DSTI) before any work commences.

Training Needs – There shall be a system in place to determine the training requirements of each individual, based on the tasks that the employee will perform as well as to ensure the health and safety of fellow employees and the public. Special attention should be given to employees who are new hires, new to the task or have combined responsibilities.

Basic Safe Work Training (Induction Training) – Every contractor shall ensure that his employees are inducted into his own company Health and Safety System as well as basic safe work training (HSE Induction Training). The Principal Contractor shall ensure that his, all his Sub-Contractor employees and visitors are inducted on the specific site safety procedures.

A Daily Safe Task Instruction (DSTI) must be conducted on site with all employees involved in the project. The DSTI must be carried out each day before work commences and proof thereof must be available on site. Each work crew may conduct their own specific DSTI to discuss the hazards, risks and control measures associated with their task for the day.

Where two or more contractors or work crews work in the same area, they should have a combined DSTI to ensure they know of the additional hazards the other contractor or work crew will introduce to their operations and what precautions to put in place.

The contractor shall have evidence that employees have been trained on the relevant procedures prior to and during the project duration.

Formal Training – All qualifications for which there are SAQA registered training courses, must be regarded as the minimum required qualifications and training. To be deemed “competent” an employee must have received training at a registered training provider, the training course must be registered and if there is an assessment, the employee must have been found competent after the assessment. A person cannot be deemed competent after awareness training only.

The Contractor shall ensure that his employees, as well as the employees of any sub-contractors that may be used, have received appropriate training for the type of work that will be performed, e.g. First Aid, Flag Man, Mobile Plant Operator, Working at Heights, Risk Assessment training etc.

Records – Record of all training shall be kept by the employer and shall be readily available. Records shall make provision for refresher training where applicable. Where an employee is legally appointed with certain duties and responsibilities a copy of the training certificate must be attached to the appointment.

7. APPLICATION FOR CONSTRUCTION WORK PERMIT

Construction Regulation, 2014 Section 3 requires that the client apply for a construction work permit at least 30 days before construction work is started, if the intended construction work is of a value exceeding forty million rand or CIDB grading level 8 and will start on or after 7 February 2017. If approved, the provincial director will issue a construction work permit in writing to perform construction work within 30 days of receiving the application and assign a site specific number for the construction site. It is the intention of SANRAL to apply for a construction work permit as soon as the Contractor is appointed and his Health and Safety Plan is received, in order to minimize construction delays.

The site specific construction work permit number must be displayed at the main entrance to the site and a copy of the construction work permit must be kept in the principal contractors health and safety file for inspection purposes.

8. DUTIES

Various duties are imposed on the client, designer, principal contractor and other contractors by the Construction Regulation, 2014, Sections 5, 6 & 7. SANRAL will comply and carry out the required duties as contemplated in section 5 of the Construction Regulations, 2014 and it is expected from the designer and every contractor to make themselves conversant with the requirements and duties imposed on them and to ensure that they comply with the requirements of section 6 & 7 at all times.

9. MANAGEMENT AND SUPERVISION

The contractor shall ensure that the project is managed safely and legal compliance is ensured at all times. A full-time competent person must be appointed as a Construction Manager to manage all construction work, including health and safety compliance. The construction manager may not be appointed to manage more than one single construction site.

The construction manager must appoint construction supervisors responsible for construction activities and ensuring occupation health and safety on the construction site.

The contractor must appoint a full-time or part-time construction health and safety officer, who is registered with the SACPCMP, to assist in the control of health and safety aspects on site.

10. RISK MANAGEMENT

The Contractor must follow a formal risk based approach to ensure hazard control measures are implemented to an acceptable reasonable practical level. The contractor and his employees shall be responsible to ensure all hazards pertaining to his scope of activity are proactively identified, the risks assessed and appropriately eliminated or minimized and managed on an ongoing basis. Risk assessments shall also identify possible and potential environmental, health and hygiene issues pertaining to each hazard with potential exposures and limits.

a) Hazard Identification and Risk Assessment (Construction Regulation 9)

i. Development of Risk Assessments

The contractor shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, conduct a risk assessment by a competent person, appointed in writing and the risk assessment so produced shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 9(1). Competence is a factor of training, knowledge, experience and/or appropriate qualifications.

The risk assessment shall include, as far as is reasonably practicable, at least:

- The task or task step
- the identification of the risks and hazards to which persons may be exposed during the task or task step;
- the analysis and evaluation of the risks and hazards identified, inclusive of a residual risk rating methodology. The method to be used is not prescribed;
- a documented plan of safe work procedures, to mitigate, reduce or control those residual risks that have been identified as unacceptably high, by means of the rating system;
- a monitoring plan;
- a review plan, inclusive of dates to be adhered to; and
- ergonomic related risks are to be analysed, evaluated and addressed as part of the process.

Based on the risk assessments, the contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessments, together with the site-specific OH&S rules shall be submitted to the Employer before construction on site commences. SANRAL has conducted a Baseline Risk Assessment as per 11.1 below, which must be used by the contractor to develop task specific risk assessments before work commences. This does not mean that all possible Risk Assessments must be attended to before work commences, but that all relevant Risk Assessments receive the necessary attention as the contract progresses, and this is the responsibility of the contractor. All variations to the scope of work shall similarly be subjected to a risk assessment process.

b) Risk Assessment Monitoring

The contractor shall ensure that a monitoring plan for all risk assessments are in place. Risk assessments must be monitored to ensure effectiveness and employee understanding. The monitoring of risk assessments shall be formal and records thereof shall be available for audit purposes.

c) Review of Risk Assessment

The contractor shall review the hazard identification, risk assessments and standard safe working procedures prior to any work activity commencement and at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The contractor shall provide the Employer, sub-contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated above.

Activities carried out without conducting a risk assessment or found to be non-compliant with the risk assessment, will be stopped until such time a risk assessment is compiled and work is carried out according to the risk assessment.

Risk assessments must be fully communicated to all relevant personnel and must be considered when establishing training, awareness and competency requirements.

10.1 Baseline Risk Assessment

SANRAL or its designated Agent will prepare a Baseline Risk Assessment from which the Health and Safety Specifications for the project will be prepared. The Baseline Risk Assessment will highlight all work for which the Contractor must prepare safe work procedures and or work method statements. In this case the Baseline Risk Assessment will not identify risks or control measures, this must be identified by Contractor when preparing the Issue Based Risk Assessments.

The Baseline Risk Assessment for this Project can be found on page 17 section 19.1 of this document.

10.2 Continuous Risk Assessment

The Contractor shall continuously assess the risks of the activities that are carried out. Risk assessments must be in writing, site specific and must be reviewed continuously to ensure it is current and it address all the relevant hazards and risks associated with the specific activity at the specific site.

The Risk assessment must be discussed with the whole work crew before the activity starts and the work crew must acknowledge in writing having discussed the risk assessment and that they understand it. This acknowledgement must be on site and must be available to the client for audit purposes.

11. LEGAL COMPLIANCE & DOCUMENT CONTROL

The contractor is required to implement systems and procedures to ensure legal compliance through:

- Identification of all relevant HSE legislation, standards and codes applicable to its operations.
- Have available copies of all relevant HSE legislation, standards and codes for reference purposes.
- Update legislation, standards and codes with any changes
- Communicate to all employees any changes that may affect their accountabilities and conformances
- Incorporate any legal requirements into their HSE management system
- Monitor and review their HSE management system for effectiveness.

The contractor shall, as a minimum, comply with:

- The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times.
- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.
- Where work is being carried out on a “mine”, the contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mines Health and Safety Act and Regulations shall be available on site at all times.

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 24: Electrical Installations and Machinery on Construction Sites) the contractor shall be conversant with and shall comply with these regulations.

11.1 Legal Appointments

All legal appointments of the Contractor regarding the Health and Safety of his employees who are to work on the project are addressed and governed by the OHS Act and applicable Regulations. Legal appointments must be in place and must reflect in the project safety file before work commences.

i. Overall Supervision and Responsibility for OH&S

SANRAL will appoint the Principal Contractor in terms of Construction Regulation 5(1)(k). A Mandatory agreement as per Section 37.2 of the OHS Act, shall be signed between SANRAL and the Principal Contractor. It is a requirement that the Principal Contractor, when he appoints other contractors in terms of Construction Regulations 7(1)(c), 7(1)(d), 7(1)(f) and 7(3) includes in his agreement with such Contractors the following:

- OH&S Act (85 of 1993), Section 37(2) agreement: “Agreement with Mandatory”
- OH&S Act (85 of 1993), Section 16(2) appointee(s) as detailed in his/her/their respective appointment forms. (Where applicable)

The signed Mandatory agreements shall be placed in the project file for reference and for audit trail purposes.

ii. Specific Supervision Responsibilities for OH&S

The contractor shall appoint designated competent employees and/or other competent persons as required by the OHS Act and Regulations, as well as this specification. Appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall

be communicated to and agreed with the appointees. Where applicable, the training certificate must be attached to the appointment. Notice of appointments shall be submitted to the Employer. All changes shall also be communicated to the Employer.

Below is a list of possible appointments for the project, which is not an all-inclusive list, but for reference purposes only:

Appointment	Legal Reference
Assistant to CEO	OHS Act 16(2)
Health and Safety Representative	OHS Act 17(1)
Nominated Health and Safety Committee Member	OHS Act 19(3)
Contractor (Sub-contractor)	CR 7(1)(c)(v)
Construction Manager & Alternate Construction Manager	CR 8 (1)
Assistant Construction Manager	CR 8(2)
Health and Safety Officer	CR 8(5)
Construction Supervisor	CR 8(7)
Assistant Construction Supervisor	CR 8(8)
Risk Assessor	CR 9(1)
Fall Protection Plan Developer	CR 10(1)(a)
Structure Inspector	CR 11(2)(a)
Temporary Works Designer	CR 12(1)
Temporary Works Supervisor	CR 12(2)
Excavation Supervisor	CR 13(1)(a)
Demolition Supervisor	CR 14(1)
Competent Person in the use of Explosives	CR 14(11)
Scaffold Supervisor	CR 16(1)
Suspended Platform Supervisor	CR 17(1)
Rope Access Supervisor	CR 18(1)(a)
Material Hoist Inspector	CR 19(8)(a)
Bulk Mixing Plant Supervisor	CR 20(1)
Explosive actuated fastening device Inspector	CR 21(2)(b)
Explosive actuated fastening device cartridge Controller	CR 21(2)(g)(i)
Construction Vehicle & Mobile Plant Operator Authorised	CR 23(1)(d)(i)
Temporary Electrical Installation Controller	CR 24(c)
Stacking and Storage Supervisor	CR 28(a)
Fire Equipment Inspector	CR 29(h)
Incident investigator	GAR 9(2)
Lifting tackle inspector	DMR 18(10)(e)
Ladder inspector	GSR 13(a)
Certified Explosives Manager	ER 12(1)
First Aider GSR	GSR 3(4)
Hazardous Chemical Substance Supervisor	

In addition to the above, the Employer requires that a Traffic Safety Officer be appointed. It is a requirement that the contractor shall provide the Employer with an organogram of all sub-contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site.

iii. Designation of OH&S Representatives (Section 17 of the OH&S Act)

Where the contractor employs more than 20 persons (including the employees of sub-contractors) he has to appoint 1 (one) OH&S representative for every 50 employees or part thereof. This is a minimum (legal) requirement. The contractor may at his own discretion appoint more OH&S representatives according to site specific requirements. General Administrative Regulation 6 requires that the appointment or election of the OH&S representatives be conducted in consultation with employee representatives or employees (Section 17 of the Act and General Administrative Regulation 6 & 7). OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation. OH&S representatives must be experienced, permanently employed by the contractor or his sub-contractors, trained and able to move freely within their designated area of responsibility.

iv) Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)

The contractor shall ensure that the designated OH&S representatives perform their functions in respect of the workplace or section of the workplace for which they have been appointed. These functions include: conduct continuous monitoring and monthly inspections of their respective areas of responsibility, focusing on unsafe acts and unsafe conditions and report thereon to the contractor. OH&S representatives shall participate in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings. The complete list of functions can be found in Section 18 of the OHS Act.

v) Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)

The contractor shall establish an OH&S committee, which shall meet at least once a month, where two or more Health and Safety Representatives have been appointed. OH&S representatives must be appointed as OH&S committee members. The number of management appointed members may not exceed the number of OH&S representatives on the committee.

12. OPERATIONAL INTEGRITY

The operational integrity of plant, equipment, structures and protective systems must be monitored and assured on an ongoing basis throughout the project cycle. Hazards must be identified, assessed and as far as reasonably practicable, eliminated or the risks treated to as low as reasonable practicable (ALARP).

12.1 Plant & Equipment Integrity

12.1.1 Construction Plant & Equipment

The Contractor shall maintain all items of plant and equipment necessary to perform the work in a safe condition.

SANRAL reserves the right to inspect items of plant and equipment brought to site and used on site by the contractor. Should it be found that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, the contractor will be advised of such observation / inspection, and the contractor shall be required to repair, make safe or remove such item from operation and replace it with a safe and adequate substitute.

The contractor shall ensure that all plant, equipment, and power tools that are brought onto and used on site are:

- Appropriate for the type of work to be performed
- Placed on a register and inspected by a competent person or the authorized operator before use, daily or monthly dependent on Legislation and project requirements.
- Record inspection findings on a register that must be kept on site.
- The inspection register shall reflect the serial number of the plant, equipment or power tool.
- Maintained and used in accordance with the manufacturers recommendations
- Have adequate machine guarding fitted to all exposed rotating or moving parts, as reasonably practicable, that have the potential to cause harm
- All electrical power supply units are protected with operational earth leakage devices.
- Any defective, damaged or sub-standard equipment must be marked as unsafe for use and removed from operation as soon as possible

12.1.2 Standards and Registers

As standard project procedures, the contractor is expected to:

- Set up an initial set of registers as per the requirements of the OHS Act and Regulations.
- Complete the registers for each piece of plant, tool and equipment brought on and used on site
- Maintain a complete, continuous and comprehensive inspection and service history in these registers or checklists
- Ensure daily, weekly, monthly inspections are done and recorded for all plant, tools & equipment by a competent person as required by the OHS Act and Regulations.
- Have the inspection and maintenance records available for audit purposes.

13. OCCUPATION HEALTH & HYGIENE

13.1 Medical Fitness for Duty

All contractor employees shall undergo medical examinations and be certified fit for duty by an Occupational Health Practitioner before they are allowed to work on site.

The medical certificate must be in the form of Annexure 3 of the Construction Regulations and stipulate the possible exposures the employee might be exposed to during the execution of the project.

It is recommended and in the best interest of the Contractor to implement pre-employment as well as exit medical surveillance, especially with regards to Section 8 of the Noise Induced Hearing Loss Regulation.

13.2 First Aid

According to GSR 3(4), where more than 10 employees are employed at a workplace / worksite, the Contractor shall ensure that there is at least one trained first aider for every group of 50 employees at the workplace / site. First Aid boxes must be provided where more than 5 employees are employed and must be readily available and accessible for the treatment of injured persons at the workplace.

To ensure immediate treatment of an injured person, it is recommended that all work crews have at least one trained first aider, with a fully stocked first aid box, irrespective of the number of people in the work crew. This is especially important when contractors work at great distances from the nearest emergency facility or town. These persons shall be appointed in writing as the first aiders with their certificates attached as proof of competency.

The minimum contents of the first aid box shall be as per the supplied list in the General Safety Regulations. All treatments done must be recorded on a register and kept with the first aid box. A trained and appointed first aider must be responsible for the first aid box and its content. Used content must be replenished as soon as possible.

In order to ensure prompt response at the emergency facility it is recommended that the W.Cl 2 forms be partially completed with the employers' details.

13.3 Hygiene Facilities

The Contractor shall ensure compliance to Section 30 of the Construction Regulations with regards to facilities on the construction site as well as where accommodation is provided to employees on remote sites. The contractor shall ensure that the facilities are kept clean at all times, either through a service provider or self-employed persons.

13.4 Health related Epidemics and Pandemics

The contractor shall, as far as reasonably practicable describe in his health and safety plan how health related epidemics and pandemics will be dealt with. The employer is aware that this section in the health and safety plan will not speak to specifics, but generic procedures. The Contractor must ensure that the requirements stipulated in the Hazardous Biological Agents (HBA) Regulation are adhered to and in particular the following as described in the mentioned Regulation:

- Risk Assessment and risk assessment reviews;
- Prevention measures;
- Response measures;
- Employee training / information sharing;
- Employee health monitoring;
- Management of infected persons;
- Isolation rooms;
- Employee transportation;
- Employee accommodation;
- Eating facilities;
- Meetings / toolbox talks / Daily safety talks;
- Cleaning of offices / facilities;
- Duties of person that may be exposed to HBA's
- Monitoring exposure at the workplace
- Medical surveillance of employees
- Keeping of records
- Personal Protective Equipment and facilities
- Maintenance of control measures and facilities

Once the nature and scale of the epidemic or pandemic is known, the Contractor must update his health and safety plan with the relevant information and send the updated plan to the relevant appointed OHS Agent for approval. Once approved, the Contractor must implement the updated health and safety plan and maintain the updated plan on site.

14. WASTE MANAGEMENT

The contractor shall comply with all applicable and relevant Waste management legislation, as well as municipal bylaws applicable to waste management.

The contractor shall remove all waste generated at the construction site on a daily basis or as soon as possible after generation to ensure good housekeeping at all times. The contractor shall have a waste management plan which must be implemented on the construction site and which will have the objective to ensure that waste is managed according to the Waste Management Hierarchy:

- Reduce what you can. If you cannot reduce then,
- Re-use what you can. If you cannot re-use then,
- Recycle what you can. What you cannot recycle,
- Convert into energy sources. If it cannot be converted to an energy source,
- Dispose of in a landfill – this is only to be done as a last resort and disposed without endangering human health and without using processes or methods which could harm the environment.

15. HAZARDOUS SUBSTANCE MANAGEMENT

The contractor shall ensure that hazardous substances brought onto site are easily identifiable and stored according to the requirements of the General Safety Regulations, GNR. 1031 of 1986, Section 4.

Where flammable liquids are being used or stored, this must be done in a manner which would not cause a fire or explosion hazard.

The contractor shall have Material Safety Data Sheets (MSDS) readily available for flammable, hazardous and toxic chemical substances and materials brought onto site and shall ensure that his employees are trained in these MSDS's.

Flammable, hazardous or toxic chemical substances may not be stored in empty food or drink containers. Empty flammable, hazardous and toxic containers must be disposed of in a safe manner, which will prevent further use of such a container.

Asbestos

A survey of the construction site must be done during site establishment, to locate any asbestos. Should asbestos be located, the conditions of the Asbestos Regulations, GNR. 155 of 2002 must be followed and complied with.

16. CONTRACTORS

16.1 Consultations, Communications and Liaison

OH&S liaison between the Employer, the contractor, the subcontractors, the designer and other concerned parties will be through the OH&S committee. In addition to the above, communication may be directly to the Employer or his appointed agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their construction managers and supervisors, OH&S representatives and the OH&S committee. The contractor shall be responsible for the dissemination of all relevant OH&S information to the subcontractors e.g. design changes agreed with the Employer and the designer, instructions by the Employer and/or his/her agent, exchange of information between subcontractors, the reporting of hazardous/dangerous conditions/situations etc. The contractors' most senior manager on site shall be required to attend all OH&S meetings.

16.2 Operational Procedures

Each construction activity shall be assessed by the contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the contractor:

- to be conversant with all relevant Regulations;
- to comply with their provisions;
- to include them in his OH&S plan where relevant

16.3 Checking, Reporting and Corrective Actions

i. Monthly Audit by Employer (Construction Regulation 5(1)(o))

The Employer will conduct monthly health and safety and document verification audits in compliance with Construction Regulation 5(1)(o) in order to ensure that the contractor has implemented and is maintaining the agreed and approved OH&S plan.

ii. Other Audits and Inspections by the Employer

The Employer reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include site safety walks.

iii. Contractor's Audits and Inspections

The contractor must conduct his own regular internal audits to verify compliance with his own OH&S management system, as well as with this specification. The contractor shall furthermore ensure that each subcontractor's health & safety plan is being implemented by conducting periodic audits at intervals mutually agreed between the contractor and subcontractors, but at least once per month.

iv. Inspections by OH&S Representatives and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

v. Recording and Review of Inspection Results

All the results of the abovementioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

16.4 Project Health and Safety Management Plan

As per Section 5(1)(l) and Section 7(1)(a) of the Construction Regulations of 2014, the contractor shall develop, implement and administer a Health and Safety Management Plan. The plan shall be in writing and shall be negotiated between the Contractor and SANRAL or the designated OHS Agent and must be approved by SANRAL or the designated OHS Agent prior to the commencement of work on site. The plan shall demonstrate management's commitment to ensure employee health and safety as their primary objective during the contract. As a suggestion, the following elements may be used to develop the H&S plan:

Introduction

Mission

Purpose & Scope

Health, Safety and Environmental Policy

Health, Safety and Environmental Goals

Plan Objectives

Leadership and Commitment

Values supporting commitment

Roles, Responsibilities and Accountability

Hazard and Risk Management Process

Effective Consultation

Planning

Contractor HSE Alignment

Sub-Contractors

On-Site

Learning and Competency

Project HSE Training and Competency Requirements

Contractor & Sub-Contractor Duties

Minimum Training Requirements

Medical and Induction

Employee details

Visitors to site

Induction

Involvement, Communication and Motivation

Health & Safety Meetings

Health & Safety Behaviour

Information and Learning

Hazard and Risk Management on site

Hazardous Activities

Hazardous Areas

Hierarchy of Hazard Control

Hazard and Risk Identification

Risk Analysis and Evaluation

Documented safe work procedures for hazardous activities

Hazard and Risk monitoring plan

Hazard and Risk review plan

Occupational Health and Hygiene

Fitness for Work

Hazardous Substances

Airborne Chemical Substances
Noise and Vibration
Personal Hygiene
Protection of Outdoor Workers
Occupational Health Services on Site

Performance Tracking and Accountability
Positive Performance Indicators
Workplace Observations and Audits
Reporting

Incident Management
Emergency Preparedness and Response
Incident Management
Injury Management

Waste Management
Hazardous Waste
Non Hazardous Waste - Recyclable
Non Hazardous Waste – Non recyclable

16.5 Project Health and Safety File

The contractor shall compile a project specific Health and Safety File that consist of all the relevant project specific documentation. The Health and Safety file may consist of multiple files, which when combined should contain all the required documentation.

It is recommended that the project specific Health and Safety file contain at least the following:

- Scope and summary of the project as well as any scope changes.
- Notification of Construction Work to DoL / Copy of Work Permit
- Proof of COID registration (Letter of Good Standing)
- Contractor Health and Safety Policy statement signed by management, as well as any other relevant Health and Safety Policies e.g. Smoking Policy, Cell Phone use Policy
- Appointment of Contractor and Mandatory Agreement – OH&S Act 37.2 (Between Employer and Principal Contractor)
- Signed Client Health and Safety specification
- Latest copy of the OHS Act and relevant Regulations
- Company Organogram depicting Health and Safety Responsibilities, including sub-contractors
- Employee list including copy of IDs and medicals
- Project specific Health and Safety Management Plan agreed with the Employer – See point 16.4 above
- Relevant OH&S Legal appointments which includes duties and responsibilities as well as competencies (training certificate)
- Minutes of meetings - OH&S committee and other relevant OH&S meeting agenda templates
- Site specific Fall Protection Plan (if applicable)
- Risk Assessments, Work Method Statements / Safe Operating Procedures
- Contractor Induction material
- List of toolbox talks
- Waste management Plan
- Emergency preparedness (first aid, firefighting, emergency plan, etc.)
- Incident Investigation Procedure
- Emergency Contact Telephone numbers
- HIV awareness program
- List of hazardous chemical substances to be used on site
- Material Safety Data Sheets of hazardous chemicals on site
- List of plant & equipment to be used on site
- Templates of Inspection Checklists/Registers of plant & equipment and emergency equipment
- List of Sub-contractors including type of work
- Sub-contractor 37.2 Mandatary Agreements
- Sub-contractor appointments which shall include the type of work the contractor is appointed for.

At the end of the project, the Principal Contractor shall hand over a consolidated health and safety file to the client (SANRAL) which shall include all the above mentioned documents, as well as the following:

- Client Health and Safety Audits
- Department of Labour Inspections
- Internal audits conducted
- Audits conducted on sub-contractors
- Health and Safety Statistics
- List and records of Incident Investigation Reports
- Record of designs, drawings and materials used in the structure [Construction Regulation 7(1)(e)]
- Final structural reports [CR 6(1) (i)]
- Attendance register of people inducted
- List of toolbox talks, copies of discussions and attendance registers
- Copies of minutes of meetings - OH&S committee and other relevant OH&S meeting minutes
- Completed Inspection Checklists/Registers of plant & equipment and emergency equipment
- Health and safety files of any other contractors used on site.

16.6 Contracting Philosophy

Any site specific hazards and safety management expectations will be made known to the Contractor prior to the work commencing on site. Legal OHS requirements contained in the OHS Act and Regulations as well as SANS Codes are the minimum requirements the Contractor must apply and enforce during this contract with regards to Occupational Health and Safety. In addition, the Contractor shall apply, implement and enforce these health and safety specifications as required SANRAL.

16.7 Workers Compensation Registration

The Contractor shall ensure that his employees are covered for any occupational injuries and illnesses in terms of the Occupational Injuries and Diseases Act 130 of 1993, which cover shall remain in place and up to date for the duration of the project.

16.8 HSE Non-Compliance

It is a legal duty of the client according to the Construction Regulation 5(1)(q) that a contractor is stopped from executing any activity which poses a threat to the health and safety of persons. Depending on the seriousness of the non-compliance only the specific activity may be stopped until the non-compliance is rectified or the whole operation may be stopped.

It is also the duty of every employee to take reasonable care of his own health and safety and of other persons who may be affected by his acts as per OHS Act, Section 14(a). Keeping this in mind, it is required of the contractor to ensure his employees has the right to remove themselves from any unsafe situation or work activity, without any negative consequence to them until such time as the contractor has made the unsafe situation or activity as safe as practicable possible.

16.9 Indemnity by Contractor

The Contractor shall indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) resulting from:

- (a) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
 - i. all or any of the Contractor's workforce as a result of a dispute between all or any of the Contractor's workforce and the Contractor; or
 - ii. all or any of the Contractor's suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works;
- (b) any unlawful, riotous or disorderly conduct by or amongst the Contractor's personnel."

16.10 Contractor Conduct

Guidelines to the most important rules that shall be implemented and maintained by the Contractor:

- Complete compliance to the OH&S Act and Regulations
- Hazard identification and Risk Assessments for all activities
- Daily communication of DSTI talk before work commences
- Safe access and egress to and from work areas.
- Compulsory use of lifelines, Safety Harnesses and Fall Arrestors (Lanyards to be attached at all times)
- Scaffold shall comply with Legal and SANS standards at all times
- Good housekeeping and stacking practices
- Safe lifting, rigging and slinging practices
- Complying to Legal standards for lifting machinery & equipment
- No lifting in wind conditions exceeding 30km/h (This is a guide and is dependent on risk assessments)
- Securing of tools, equipment and material at heights
- Wearing of appropriate personal protective equipment as identified in the risk assessment

Personal Conduct

Supervisors in charge are responsible for ensuring that the employees are aware of the hazards / risks involved in the work they will be doing / are doing and shall ensure the safety rules are obeyed.

No person shall act in a manner that endangers or is likely to endanger, the safety of any other person, or cause harm to any other person.

An employee who observes any dangerous situation, shall as soon as possible inform the person who is responsible for that section of the site.

Any employee who becomes aware of any person disregarding any safety rules, shall remind that person of the rules. If he persists in disregarding the rules, the matter must be reported to his supervisor.

No person shall damage, alter, remove, render ineffective or interfere with anything that has been provided for the protection of the site, or for the health and safety of persons.

No person shall interfere with or use firefighting equipment without authority and training.

No person in a state of intoxication or condition that render him incapable of controlling himself shall enter or be allowed to enter the site.

No alcohol or illegal drugs shall be taken onto the site.

All safety and warning signs shall be obeyed.

Always be alert of construction vehicles as well as traffic. Never turn your back to oncoming traffic, always have a line of sight.

16.11 Contractor and Sub-Contractor Management

The Principal Contractor shall establish, maintain and ensure that all his contractors establish and maintain HSE standards and systems as necessary and to comply with the Legal requirements as well as these HSE specifications.

The Contractor shall be solely responsible for carrying out work on the project, having the highest regard for the health and safety of his employees and people in the vicinity of his work area.

16.12 Public Health and Safety

The contractor shall, as far as is reasonably practicable, be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers.

This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passers by to the site

17. DESIGNING FOR HEALTH, SAFETY AND THE ENVIRONMENT

Designing for safety is a process aimed at minimizing injury, death, property damage or destruction and harm to the environment, by utilizing an approach to identify and eliminate or control hazardous areas. The project

Designer and Contractor must implement a process that ensures safety is incorporated in the design process, which includes temporary works as contemplated in the Construction Regulations, 2014 Section 12.

The Contractor must communicate the anticipated risks and hazards resulting from the design to his employees and establish safe work procedures for the temporary works.

18. INCIDENT MANAGEMENT

The Contractor shall ensure that a culture exists within his company that promotes the recognition, response, reporting and investigation of incidents, including near misses (near hits). The Contractor must implement a procedure for reporting and investigating accidents, incidents and near misses. The Contractor should have a clear objective and target to obtain zero injuries for the duration of the project and such an objective must be communicated to all employees.

Appropriate corrective actions must be implemented and the applicable learnings must be shared within the Contractors business to prevent a recurrence of the incident or to prevent the near miss from becoming an incident in future.

18.1 Incidents and Accidents

The contractor and his subcontractors shall coordinate their investigation of all accidents/incidents where employees and non-employees were injured to the extent that he had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register, which must be updated with each accident/incident.

The Contractor shall notify the relevant SANRAL Project Manager and or SANRAL OHS Specialist of any incident / accident within the Contractors or his Sub-Contractors area of responsibility in writing as soon as possible.

Although the accident / incident is reported to the client, the Contractor has a responsibility and is required by law to report any Section 24 accidents and incidents to the Department of Labour. Any road traffic accident must be reported to the relevant authorities.

It is essential that the Contractor demonstrate that corrective and preventative action has been taken to prevent a similar incident in future and that it is communicated to all the Contractors affected staff. A copy of the investigation, corrective and preventative action taken as well as the attendance register of the employees who attended the discussion of the incident and the action implemented to prevent a similar incident, must be forwarded to the SANRAL Project Manager and or the SANRAL OHS Specialist.

Investigations must be completed for:

- Near Miss Incidents (To prevent it from becoming an incident)
- First Aid case Incidents
- Medical treatment case Incidents
- Fatalities

18.2 Incident Reporting

The contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring. In addition, the contractor shall update monthly the Disabling Injury Frequency Ratio (DIFR) and display this information on a signboard at the site office.

The Contractor is responsible for collecting, recording, calculating and reporting his and his sub-contractors Health & Safety statistics to the SANRAL OHS Specialist.

The statistics should contain at least the following for all employees of all contractors working on the project:

- Total Number of workers
- Total Number of hours worked (on the SANRAL project)
- Total Number of Near Miss Incidents
- Total Number of First Aid case Incidents
- Total Number of Medical Treatment case Incidents (Excluding Section 24 type incidents)
- Total Number of Section 24 type Incidents
- Preventative actions taken on incidents that have occurred
- Communication to employees and contractors of incidents and preventative actions.

19 PROJECT SPECIFIC CONSTRUCTION REQUIREMENTS

Section 1 to 18 of this document is generic and is applicable to all projects carried out on behalf of the South African National Roads Agency, SOC Ltd.

The following section contains specific requirements for Contract No: NRA N....., which must be adhered to in addition to minimum legislative requirements.

Note to Compiler: The information in 19 is to be amended for project specific specifications

19.1 Baseline Risk Assessment

The following is a list of risks identified which forms the Baseline Risk Assessment for the project prepared by the Client in terms of Construction Regulation 5(1)(a):

Risks in connection with:

- Personal health risks in connection with ablution facilities, eating areas, drinking water.
- Secure/safe storage of materials, plant and equipment
- Secure/safe storage and use of hazardous and/or flammable materials
- Maintenance workshop - onsite repairs to construction vehicles, mobile plant & equipment.
- Possibility of asbestos in existing structures
- Existing services, e.g. gas, telecommunications, electrical supply and similar
- Temporary electrical installations
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Biological hazards, e.g. bees, snakes, spiders
- Environmental risks, e.g. lighting, strong winds, heavy rains, dark environments, hot/cold and wet environments
- Exposure to a water environment
- Exposure to noise
- Exposure to vibration
- HIV/Aids and other diseases such as silicosis or asbestosis, where applicable
- Hazardous Biological Agents that could lead to epidemics and/or pandemics
- Use of portable electrical equipment including, but not limited to:
 - Angle grinder
 - Electrical drilling machine
 - Circular saw
 - Generator
- Excavations including, but not limited to:
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trenches
- Welding including, but not limited to:
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading and off-loading of trucks, including material deliveries
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including:
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle

- Grader
- Parking of vehicles and mobile plant
- Towing of vehicles and mobile plant
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Overhead Electrical Cables
- Work adjacent or in proximity of railway lines
- Work adjacent or in proximity of traffic
- Working in elevated positions
- Working in confined spaces – tunnelling
- Formwork and support work (temporary works) including scaffolding
- Demolition work, where applicable
- Bulk mixing plant, where applicable
- Environmental impacts such as pollution of water, air or soil

19.2 Daily Site Attendance Register

The Contractor shall keep a daily site register so as to be able to identify the entire Contractors personnel on site in case of an emergency or evacuation situation. The attendance register must include permanent as well as temporary workers working on the site.

All site visitors and any new contractors shall report to security / reception upon arrival at site. The Contractor will only be granted first time access to work on the site if all required documentation has been provided and approved.

All visitors need to sign an attendance register when visiting the site. Visitors include all persons which are not permanently working on the site, but excludes temporary site workers. Visitors must undergo site induction training before they are allowed on site to make them aware of the site dangers.

19.3 Emergency Numbers / Emergency Evacuation

A list with emergency numbers must be readily available to first aiders and supervisors. Emergency numbers must be site specific and must display the nearest emergency facilities.

The contractor shall identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the contractor's OH&S plan, and communicated as part of induction training. It is the responsibility of the first aid worker, together with the construction supervisor, to make an assessment regarding the severity of injuries and which actions are appropriate. For example: transfer to a medical facility by ambulance or helicopter.

The Contractor must implement an emergency evacuation procedure on site to ensure that in case of an emergency, all staff will leave their place of work when the emergency siren is sound and proceed to the demarcated emergency assembly point. The emergency assembly point must display the sign "Emergency Assembly Point".

An evacuation route diagram must be displayed and visible at strategic points in buildings and on notice boards.

All staff working on site must be given awareness training on the emergency evacuation procedure and evacuation drills must be exercised to ensure all staff know the correct procedure to follow in case of an emergency.

19.4 Site Security

Certain areas where work must be carried out, is recognized unsafe areas and certain other areas may from time to time become unsafe, due to 3rd party actions. The Contractor must as far as reasonably possible anticipate unsafe areas and must ensure that his site staff is safe from 3rd party actions, which include but is not limited to:

- Unrests,

- Violent Demonstrations,
- Theft,
- Injury from 3rd parties at all times.

The Contractor must, when work is to be carried out in the above mentioned areas, make provision for security services to accompany site staff during the execution of their work, as the Contractor is responsible for the Health, Safety and Security of his own staff. The provision for security services must form part of the Contractors tender.

19.5 Personal Protective Equipment

Comply with General Safety Regulations, Section 2

The contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered. The hierarchy of hazard elimination must be followed before the option of personal protective equipment is considered. The following hierarchy of controls must be followed:

- Elimination
- Passive Controls
 - o Substitution – Using a cherry picker or man-lift instead of a ladder.
 - o Engineering Controls – Installing barrier railings; Installing stairs instead of using vertical ladders.
- Active Controls
 - o Administrative policies and procedures
 - o Personal protective equipment

Where it is not possible to create an absolutely safe and healthy workplace the contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the contractor maintain the said equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the Employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee.

The contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on site. Any person found not wearing a reflective jacket on site must be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are ineffective must immediately be replaced by the contractor.

19.6 Site Supervision

Comply with Construction Regulation, Section 8

The Contractor shall appoint a competent Construction Manager who shall be responsible for the construction activities and for ensuring occupational health and safety compliance on the construction site.

19.7 Working in Elevated Positions

Comply with Construction Regulation, Section 10

The contractor shall ensure that a fall protection plan, developed by a competent person who is designated as the Fall Protection Plan Developer, is available on site and understood by all employees who will be working in elevated positions.

All employees working in elevated positions shall protect themselves from falls by wearing a full body harness and the lanyard shall be attached as far as possible above the head of the worker to a life line or other approved and tested anchor point.

In addition to obvious elevated work activities, work activities which include:

- Working on the edge of an excavation where there is a risk of falling into the excavation;
- Work on the edge of a vertical drop where there is a risk of falling;
- Work on top of tanker trucks and tanks;

Shall be considered work in elevated positions and Section 10 of the Construction Regulations must be adhered to at all times. The hierarchy of controls must be implemented when such activities are carried out. As a minimum the employee must wear PPE, which shall include a full body harness attached to a restraint.

19.8 Structures

Comply with Construction Regulations, Section 11.

The contractor shall ensure that all practicable measures are taken to prevent the uncontrolled collapse of new or existing structures or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work. No structure may be loaded in a manner which would render it unsafe.

When a structure is of temporary nature, all conditions as required by the Construction Regulations Section 12 - Temporary Works, must also be complied with.

19.9 Excavations

Comply with Construction Regulations, Section 13

The Contractor shall ensure that all excavations are carried out under the supervision of a competent person who has been appointed in writing as Excavation Supervisor.

The Contractor must evaluate the stability of the ground before excavation work begins as well as during excavation work.

Excavations must be barricaded to prevent unauthorized access.

Material removed from excavations, as well as heavy machinery and construction vehicles, must not be closer than 1 meter of the edge of the excavation, to prevent additional loads on the excavation edge, which could cause cave-ins, to prevent construction vehicles from falling into the excavation and to prevent the accumulation of carbon monoxide gas inside the excavation.

People working in the excavation must be adequately protected from cave-ins, by means of protection systems such as trench boxed and shielding and must have a safe means of access into the excavation and egress from the excavation.

19.10 Scaffolding

Comply with Construction Regulations, Section 16, General Safety Regulations, Section 6 and SANS 10085 – The Design, erection, use and inspection of access scaffolding

The Contractor shall appoint a competent person in writing as scaffolding Supervisor. Scaffolding Inspectors and Scaffolding Erectors must be trained and found competent to carry out scaffolding work. It is important to note that only competent scaffold erectors are allowed to build the scaffolding. The scaffold inspector is not allowed to build the scaffold with the scaffold erector team.

Scaffolding shall be erected according to SANS 10085 and shall be tagged “safe for use” after inspection indicated that the scaffold is safe to use. The inspection of the scaffold shall be in writing and proof thereof shall be available for any user of the scaffold as well as for audit purposes.

Scaffold left erected while the Contractor is not in attendance, must be tagged with a “Not Safe for Use” tag and all reasonably practicable measures must be taken to prevent unauthorised access to the scaffold. Scaffold must be inspected by the competent scaffold inspector on completion of the scaffold build, weekly thereafter or following severe weather conditions. Hazards such as overhead power lines must be identified before the scaffold is build and must be reflected in the risk assessment.

When using mobile scaffold, employees and materials must be removed from scaffold before moving the mobile scaffold. Hazards such as overhead power lines must be identified before moving mobile scaffold and must reflect in the risk assessment.

19.11 Suspended Platforms

Comply with Construction Regulation, Section 17, SANS 10295-2 - Suspended access equipment Part 2: Temporary suspended platforms (TSPs)

All suspended platform work must be carried out under the supervision of a competent appointed Suspended Platform Supervisor. Suspended platform erectors, operators and inspectors must be competent. The contractor must be in possession of a certificate of design for the use of the suspended platform system.

19.12 Cranes

Comply with Construction Regulation, Section 22, General Machinery Regulation, Section 18.

Crane operators must be competent to carry out their work safely and must be in possession of a valid medical certificate of fitness, issued by an occupational health practitioner.

19.13 Construction Vehicles & Mobile Plant

Comply with Construction Regulation, Section 23, National Road Traffic Act, 1996

Construction vehicle operators must have received training to operate the class of construction vehicle or mobile plant and must be in possession of an operators card as proof of competency. Construction vehicle operators must be authorised in writing and have a medical certificate of fitness issued by an occupational health practitioner to operate the construction vehicle and/or mobile plant.

19.14 Electrical Equipment

Comply with Construction Regulations, Section 24

The contractor shall take adequate steps to ascertain the presence of and guard against danger to workers from electrical cables or apparatus which is under, over or on the site.

The exact location of underground electric power cables must be determined before any excavators are used for excavation purposes.

The location of overhead electrical cables must be assessed when working with cranes and lifting equipment. Injury may be possible from touching the electrical cables with the crane boom, or from arching when the crane boom comes too close to the electrical cable.

All temporary electrical installations must be inspected at least once a week by a competent person and the records of the inspections must be recorded in a register which must be kept on site.

Electrical machinery and extension cords must be in a serviceable condition and must be inspected on a daily basis before use on a construction site by the authorised operator and the inspection checklist must be kept on the construction site.

Electrical Installations

Comply with Electrical Installation Regulations

All electrical installations shall be inspected and approved by an accredited electrical inspector and a valid Certificate of Compliance must be issued for the installation.

All electrical installations carried out on site (permanent and temporary) must be in accordance and comply with the Electrical Installation Regulations.

All power supplies and generating units must be fitted with a functional earth leakage device.

19.15 Temporary Storage of Flammable Liquids

Comply with Construction Regulation, Section 25 and General Safety Regulations, Section 4

The Contractor must ensure storage areas of flammable liquids are well ventilated and “No Smoking” signs are placed at the entrances and ventilation ducts of the storage areas. Firefighting equipment must be available in suitable positions around the storage areas.

The Contractor must ensure that good housekeeping is practiced in and around the flammable storage areas.

19.16 Water Environments

Comply with Construction Regulation, Section 26

The Contractor must ensure that a lifejacket forms part of the employees PPE and is worn when the employee is exposed to the risk of drowning, by falling into water.

The risk assessment must make provision for the rescuing of persons in danger of drowning and for preventing employees from falling into the water.

When working over water environments, Section 10 of the Construction Regulations – Fall Protection will also apply.

19.17 Housekeeping

Comply with Construction Regulation, Section 27, Environmental Regulations for Workplaces, Section 6(3)

The Contractor shall ensure that suitable and acceptable housekeeping is continuously implemented and maintained on the construction site. Off-cuts and waste must be removed by the end of the shift or as soon as practicable.

19.18 Stacking & Storage of Material & Equipment

Comply with Construction Regulations, Section 28 and General Safety Regulations, Section 8

The Contractor shall appoint a competent person in writing with the duty of supervising all stacking and storage operations on site.

Stacking shall only take place in areas specifically demarcated for this purpose. Circular items must be secured with wedges or chocks.

Items removed from a stack shall only take place from the top most layer of the stack.

Stacks shall not obstruct any fire extinguishing equipment, first aid equipment, electrical switchgear (DB Boxes) and ventilation or lighting installations.

Unstable stacks must be broken down immediately.

19.19 Fire Precautions

Comply with Construction Regulation, Section 29.

The Contractor must provide his own firefighting equipment that is within the service date and safe for use. Firefighting equipment must be on a register and inspected by a competent person who has been appointed in writing.

Suitable and sufficient fire extinguishing equipment must be placed at strategic locations and a sufficient number of firefighters must be available, which must be trained in the use of it.

19.20 Intoxicating Liquor and Drugs

Comply with General Safety Regulations, Section 2A

The site limit for intoxication is set to zero to complement a vision of zero tolerance

Any person found to be intoxicated, or consuming intoxicating liquor or illegal drugs, will not be allowed onto the premises and/or will be removed from the premises.

The Contractor has the right to test any person entering the premises for intoxicating liquor or illegal drugs and may refuse entrance on the basis of the outcome of the test.

The Contractor shall ensure that employees taking prescription medicine informs the Contractor of such and shall ensure that the side effect of such medicine does not constitute a hazard to the employee himself or people working in close vicinity to the employee.

19.21 Confined Space Work & Tunnelling

Comply with Construction Regulation, Section 15 and General Safety Regulations, Section 5

The Contractor shall ensure that only authorized persons enter confined spaces.

An entrance log must be kept to ensure people are not left inside the confined space. Adequate air monitoring must be carried out before entering the confined space. When air monitoring indicated the oxygen to be less than 20% by volume, the confined space must be purged and ventilated to obtain a safe atmosphere or self-contained breathing apparatus must be used.

19.22 Site Services

The Contractor shall provide and maintain on the Site adequate and suitable sanitary services and a supply of potable water for the Contractor's, the Employer's and the Engineer's personnel engaged on the Contract and, if necessary, similar facilities elsewhere for such personnel off the Site

Drinking Water

The Contractor must ensure that an adequate supply of potable drinking water is available for the Contractor's, the Employer's and the Engineer's personnel engaged on the Contract and, if necessary, similar facilities elsewhere for such personnel off the Site. Employees working in hot conditions must consume enough water per hour to prevent dehydration.

Where water is unsafe for human consumption, it must be so indicated by means of adequate signage.

Accommodation

The Contractor shall comply with the requirements of Construction Regulation 30 with regards to employees facilities and accommodation. Reasonable and suitable living accommodation must be provided to employees who are far removed from their homes.

SECTION D: ENVIRONMENTAL MANAGEMENT PLAN

1. SCOPE

The South African National Roads Agency SOC Limited (SANRAL) recognises environmental management as a key component of road infrastructure development and as part of its environmental policy has developed this Environmental Management Plan (EMPI) as a tool for continual improvement in environmental performance.

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

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

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

The EMPI identifies the following:

- Relevant parties and their responsibilities;
- Construction activities that will impact on the environment;
- Specifications with which the Contractor shall comply in order to protect the environment from the identified impacts; and
- Actions that shall be taken in the event of non-compliance.

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Spoil material: is material unsuitable for construction of the road pavement and for which no other useful purpose can be found in additional works on the project (e.g. for the provision of protection berms). Such material is considered as waste material that requires spoiling at convenient areas to be identified by the Engineer and/or Contractor within the Site. Spoil material does not require removal to a designated landfill site unless it contains identifiable hazardous contaminants.

3. LEGAL REQUIREMENTS

(a) General

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

(b) Statutory and other applicable legislation

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

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

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

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

ii) The Constitution (Act 6 of 1996)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This act makes provision for the protection of surface water and groundwater and their sustainable management for the prevention and remediation of the effects of pollution, as well as for the management of emergency situations.

xii) The South African National Roads Agency Limited and National Roads Act (Act No. 7 of 1998)

This Act makes provision for a National Roads Agency for the Republic to manage and control the Republic's national roads system and take charge, amongst others, of the development, maintenance and rehabilitation of national roads within the framework of government policy.

4. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

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

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

(a) SANRAL

SANRAL and anyone acting on SANRAL's behalf is accountable for the potential environmental impacts of any activities that are undertaken and is responsible for managing these impacts.

(b) The Engineer

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

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

If in the opinion of the Engineer the DEO is not fulfilling his/her duties in terms of this EMPI, the Engineer may, after discussion and agreement with SANRAL, exercise his powers under FIDIC general conditions of contract and instruct replacement of the DEO in writing and with stated reasons.

(c) The Contractor

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

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

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

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

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

The DEO may undertake other construction duties unless the Appendix to Tender prescribes this position as 'dedicated' as opposed to the standard position being 'designated'. However, the DEO's environmental duties shall hold primacy over other contractual duties and the Engineer has the authority to instruct the Contractor to reduce the DEO's other duties or to replace the DEO if, in the Engineer's opinion, he/she is not fulfilling

his/her duties in terms of the requirements of this EMPI. Such instruction will be in writing clearly setting out the reasons why a replacement is required.

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

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

(e) Environmental Control Officer (ECO)

The Environmental Control Officer (ECO) is an independent environmental specialist appointed by the Engineer to objectively and regularly monitor the Contractor's compliance with the conditions of the authorisations issued for the project and the approved EMPr (that is this EMPI augmented with specifics of the project). These are external audits and the regularity is determined by the environmental authorisations.

5. TRAINING

(a) Qualifications

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

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

(b) Content

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

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

(c) Induction

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

6. ACTIVITIES/ASPECTS CAUSING IMPACTS

Typical environmental aspects and impacts associated with road construction are listed in Table 1: Aspects and Impacts Associated with Road Construction. Actual impacts will differ from project to project and, therefore, so may the mitigation measures employed. The commonest aspects and impacts are addressed separately,

and typical avoidance and/or mitigation measures described. The list and descriptions are not by any means exhaustive and they shall be used for guideline purposes only.

Table 1: Aspects and Impacts Associated with Road Construction

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

(a) General approach

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

- (i) The type of construction activity about to be started.
- (ii) Locality where the activity will take place.
- (iii) Identification of the environmental aspects and impacts that might result from the activity.
- (iv) The methodology of impact prevention for each activity or aspect.
- (v) The methodology of impact containment for each activity or aspect.
- (vi) Identification of the emergency/disaster potential for each activity (if any) and the reaction procedures necessary to mitigate impact severity.
- (vii) Treatment and continued maintenance of impacted environment.

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

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

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

(b) Spillages

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

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

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the Engineer. The costs of containment and rehabilitation shall be for the Contractor's account, including the costs of specialist input as well as the sampling and testing of the water quality upstream and downstream of the spill. Water quality sampling and testing, and further treatment shall continue until upstream and downstream results correspond with each other.

(c) Water use and control

The Contractor's use of water shall take into consideration that it is a scarce commodity and shall be optimised. Authorisation shall be obtained from the Department of Water and Sanitation (DWS) before water is drawn from streams or new boreholes developed.

The Contractor shall also ensure that any stream deviations or diversions are undertaken in such a manner that the impact on the environment is minimised. Method statements shall be submitted to the Engineer for comment, detailing how the work will be undertaken, what risks are foreseen and what measures will be employed to minimise such risks. Notwithstanding any comments by the Engineer, no work on stream deviations or diversions shall be undertaken in accordance with the General Authorisation.

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

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and flooding by dredging, daylighting, removal of debris and vegetation, etc. These shall also be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products.

The Contractor shall submit to the Engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions up to 1:5-year severity.

The Contractor shall submit to the Engineer the results of the baseline water quality test taken above and below the site of the proposed activity, and thereafter monthly testing results or at the frequency as may be specified by the Water Use Licence/General Authorisation, where applicable. No taking-over can be authorised until the water quality is shown to be at pre-construction levels or better.

(d) Vegetation management

The Contractor shall be responsible for the management of vegetation by protection of indigenous vegetation, especially identified protected species, and the prevention of alien vegetation germinating in areas disturbed by road construction activities within and outside the road reserve. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily. This responsibility shall continue for the duration of the defects notification period. The project specification may instruct the removal of CARA and/or NEMBA-listed category 1 and 2 alien species and planting of specified indigenous species.

(e) Dust control

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

(f) Noise control

The Contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during the hours prescribed by the conditions of contract (i.e. normal hours). Should such noise generating activities have to occur at any time outside normal hours the people in the vicinity of the noise-generating activity shall be warned about the noise well in advance and the activities kept to a minimum. Relevant legislation shall also be taken into consideration, and any practical mitigation measures adopted. No noise generating activity outside of normal hours, regardless of its proximity to residences, can take place without application to the Engineer for approval. The application shall be accompanied by the noise containment measures proposed.

(g) Energy consumption

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

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

7. ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

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

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

a) Site establishment

i) Site Plan

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

The plans shall detail the locality as well as the layout of the waste management facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course. No camp establishment, including satellite camps, can be placed within 150 metres of an identified wetland unless the Contractor has applied to DWS and received authorisation to do so. Regardless of the chosen site, the Contractor’s intended mitigation measures shall be indicated on the plan.

The site plan shall have been submitted and approved before establishment commences. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the ECO and the Engineer for consultation during rehabilitation of the site in order that rehabilitation is, as a minimum, done to a standard similar to pre-construction activities.

ii) Vegetation

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

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

Contravention of a notice of listed protected tree species under the National Forests Act, 1998 is regarded as a first category offence that may result in a fine or imprisonment for a period up to three years, or to both a fine and imprisonment. The DEO must be conversant with the latest gazette of declared protected trees.

Rehabilitation shall be undertaken using only indigenous tree, shrub and grass species. Special attention shall be given to any search and rescue operation identified during the environmental assessment process and any removal to an on-site nursery for continuous nurturing and protection and later replanting.

Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding.

Fires shall only be allowed in facilities or equipment specially constructed for this purpose. The need for a firebreak shall be determined in consultation with the Engineer and the relevant authorities, and if required a firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Water management

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

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

iv) Heating and cooking fuel

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

b) Sewage management

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

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

water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Engineer.

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

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

c) Waste management

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

i) Solid waste

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

ii) Litter

No littering by construction workers shall be allowed and particular emphasis on litter control measures shall apply at stop/go facilities.

During the construction period, the various contractors' facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter. At all places of work the Contractor shall provide litter collection facilities for later safe disposal at approved sites.

iii) Hazardous waste

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

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

iv) Construction and demolition waste

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

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

d) Control at the workshop

The Contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below.

i) Hazardous Material Storage

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

The Contractor shall provide proof to the Engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected, the Contractor shall furnish the Engineer with details of the preventative measures he proposes to install in order to mitigate pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

ii) Fuel and gas storage

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

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

iv) Oil and lubricant waste

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

Drip trays shall be used to collect any lubricants or fuel spilled where any vehicle and machinery are repaired or refuelled. The lubricants and fuel collected shall be handled as specified above.

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

e) Clearing the site

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

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

f) Earthworks and layerworks

The Contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The Contractor's attention is drawn to the requirement of the Department of Mineral Resources, that before entry into any quarry or borrow pit, an Environmental Authorisation for the establishment, operation and closure of a quarry or borrow pit shall have been approved by the Department. It is the responsibility of the Contractor to ensure that he is in possession of the authorisation prior to entry into the quarry or borrow pit. The conditions imposed by the relevant authorisation are legally binding on the Contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific authorisation and this EMPI, the former shall apply.

ii) Spoil sites

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

The use of approved spoil sites for the disposal of any waste shall be prohibited. Spoil sites will be shaped to fit the natural topography. Depending on availability these sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Appropriate grassing measures to minimise soil erosion shall be undertaken by the Contractor. This may include both strip and full sodding. The Contractor may motivate to the Engineer for other acceptable stabilising methods. The Engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the Contractor of a landowner's clearance notice.

iii) Stockpiles

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

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

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

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

The ECO shall comment on and the Engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their closure only when they have been satisfactorily rehabilitated.

g) On site plant

i) Plant

Plant shall be subject to the applicable legislation that governs establishment and operation of plant. The Contractor shall be responsible to obtain the necessary permit from the relevant authority.

8. AREAS OF SPECIFIC IMPORTANCE

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

a) Archaeological sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Engineer of such discovery. The South African Heritage Resource Agency (SAHRA) is to be contacted, and a SAHRA-registered archaeological consultant may undertake the necessary work involved in confirming the find and advising on how it should be preserved or removed. Work may only resume once clearance is given in writing by the archaeologist. (Read with FIDIC condition of contract clause 4.24)

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

9. RECORD KEEPING

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

Copies of all authorisations shall be kept on site and made available for inspection by visiting officials from SANRAL, relevant authorities or internal/external auditors.

10. COMPLIANCE AND PENALTIES

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

Any non-compliance/omissions with the procedures in this EMPI, environmental authorisations and the approved EMPr constitute a breach of the Conditions of Contract. Regulatory financial penalties imposed on SANRAL shall be passed onto the defaulting parties.

PART C4: SITE INFORMATION

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C4.1 GENERAL DESCRIPTION OF THE PROJECT AND SITE

C4.1.1 Background

The contract comprises the following:

- (i) Rotary Core Borehole tests, including moving/establishment at each position and conducting borehole tests up to 15m depth at each position
- (ii) Dynamic Probe Super Heavy (DPSH) tests: including moving/establishment at each position and conducting DPSH tests up to 10m depth at each position.
- (iii) UCS testing of representative rock samples from Boreholes, [.....].
- (iv) Laboratory testing (Foundation indicator, MOD AASHTO, grading, PI, Atterburg limits, complete CBR & full classification) of representative soil samples
- (v) Inspection Pits (Trial Holes)
- (vi) Dynamic Penetrometer Light (DPL) tests up to 10m depth or refusal
- (vii) Preparing Geotechnical Report, including recommendations of foundation type and depth recommendations for foundation options. [.....].

C4.1.2 Locality of the project

A locality plan is included in Annexure C4.1 to this Part C4: Scope of Work.

C4.1.3 Extent of the project

Table C4.1.3.1: Summary of drilling sites

SITE	NO OF CORE BOREHOLES	NO OF PERCUSSION	AVERAGE DEPTH (m)	TOTAL (m)		COMMENTS
				Core	Perc s.	
NEW SANRAL ER OFFICES	14	0	15	210		
Total	14	0	15	210		

NOTE: The number of quarry sites to be drilled will be determined by the Engineer. The quarries will be drilled in the sequence given in Table C4.1.3.1. Core drilling will be preceded by percussion drilling and the Contractor’s programme should allow not less than 1 week between completion of the percussion drilling and commencement of core drilling.

Table C4.1.3.2: Summary of specifications for each core borehole.

BOREHOLE	DEPTH (m)	SPT (no)
1 to 14	15	14

NOTE: SPTs are required every 1.5m in soft material.

C4.1.4 Scope of work

For reference purposes the proposed site development plan (SDP) is included under annexure B. This SDP is subject to change and the successful bidder is to request the latest version at time of appointment.

The objectives of the Geotechnical Investigation is to provide the necessary information for the design of foundations of the proposed structures.

Work to be undertaken will provide the information required to produce an interpretive Geotechnical Report, and will include the following aspects (but not limited to)

- The contractor's establishment on site and disestablishment on completion of the work
- Setting out of subsurface investigation positions
- The provision of rigs and equipment
- The setting up of rigs and equipment
- Rotary core borehole testing: boreholes up to 15m depth.
- Describe the Physiography and Geology of the study area.
- DPSH (Dynamic Probe Super Heavy) testing: tests to +/-10m depth (or refusal) to provide supplementary data between boreholes.
- Laboratory testing of representative samples from rotary core boreholes, comprising of foundation indicator testing and UCS testing of rock samples.
- Excavation of trial holes to 3m depths beneath the carparks and driveways.
- Description & profiling of soils properties in all trial holes.
- DPL (Dynamic Penetrometer Light) tests at carparks & driveways to +/-10m depth (or refusal).
- Laboratory testing of representative samples from test pits (Grading, CBR & PI)
- Level of ground water at each position
- Foundation recommendations/options. If spread footings are an option, report to provide founding depth, allowable bearing capacity and potential settlement. If piling is an option, report to provide type, size and required depth.
- Report to provide calculations of anticipated mid to long term settlement of structures.
- Lateral support measures in cuttings.
- For the design of retaining walls, report to provide relevant design parameters.
- Earthworks excavation guidelines.
- Report to recommend which in-situ soils may be used for cut/borrow to fill on the site.
- NHBRC site class designation and classification.
- In all cases, the investigation shall produce quantitative data for design purposes.
- Any other information deemed necessary that may be required for the design or construction of the works from a geotechnical perspective.

There are 4 boreholes which have been drilled on the site already. These can be interpreted and incorporated into the report.

C4.2 GEOLOGY

An extract from the 1:250 000 scale geological map is included in Annexure C4.2 to this Part C4: Scope of Work.

C4.3 NATURE AND EXTENT OF THE INVESTIGATIONS

Drawings indicating the locality of subsurface investigations are included in Annexure C4.3 of this Part C4: Scope of Work.

C4.4 PROGRAMME

No	Action	Duration	Date
1	Tender Advertisement	2 Weeks	2 April 2024
2	Closing Of Tender		15 April 2024
3	Evaluation of Tenders by BEC	2 Weeks	29 April 2024
4	Award Of Tender by BAC or HOD	1 Week	6 May 2024
5	End Of Appeals Period	2 Weeks	20 May 2024
6	Contractor To Sign Document	1 Week	27 May 2024
7	Site Handover/Access		27 May 2024
8	Conduct investigations and testing	8 Weeks	22 July 2024
9	Prepare Reports and issue to Client	1 Week	29 July 2024

C4.5 SERVICES

The Contractor will have to make his own arrangements for the supply of water and electricity (if required). No direct payment will be made for the provision of electrical or any other services. The cost thereof is deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C4.6 ACCESS

The site can be accessed at the entrance to the site off road Cleland Road. The engineer to be notified when access to the site is required, so he can inform the client & security.

C4.7 SETTING OUT

The approximate positions for the setting out of the subsurface investigation are provided in Annexure C4.3 of this Part C4: Scope of Work.

Contractor shall be responsible for setting out boreholes using a handheld GPS accuracy of 2m.

C4.8 TRANSPORTATION OF SAMPLES AND CORE BOXES

After all drilling is complete, the core boxes are to be transferred and stored at the Routine Road Maintenance camp site located at Camperdown, or other facility as directed by the Engineer. The contractor shall be responsible for the construction of a shed (container) to house these cores and samples. The shed(s) shall be large enough to accommodate the anticipated 28no. core boxes

C4.9 THE CONTRACTOR'S CAMP SITE

Subject to the provisions of Clause 1.2 of the standard specifications for subsurface investigations the drilling contractor is to make his own arrangement for a camp site.

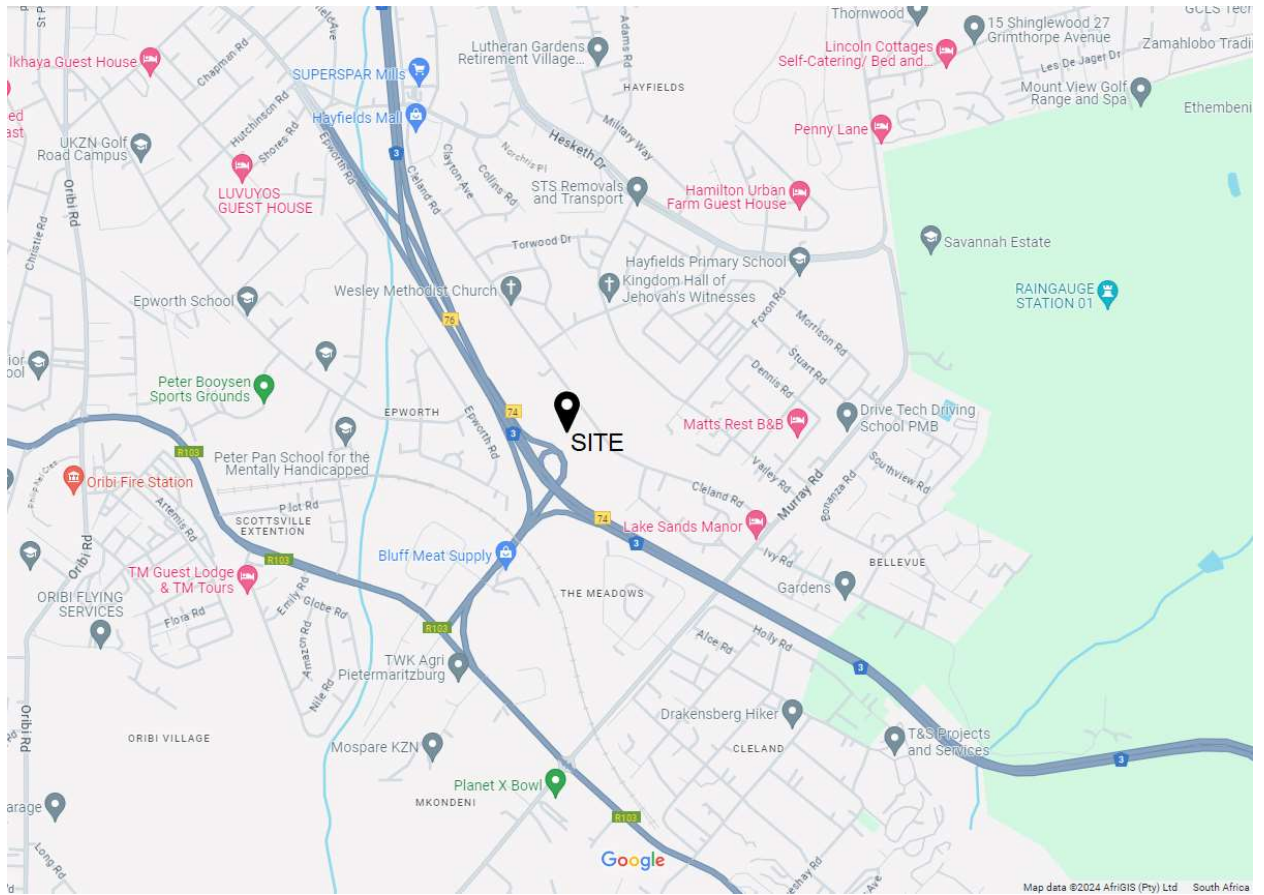
The contractor is to make his own assessment of the security situation and make allowance in his establishment rates for provision of security guards. The contractor shall obtain the Engineer's approval before positioning of his campsite.

C4.10 ACCOMMODATION OF TRAFFIC

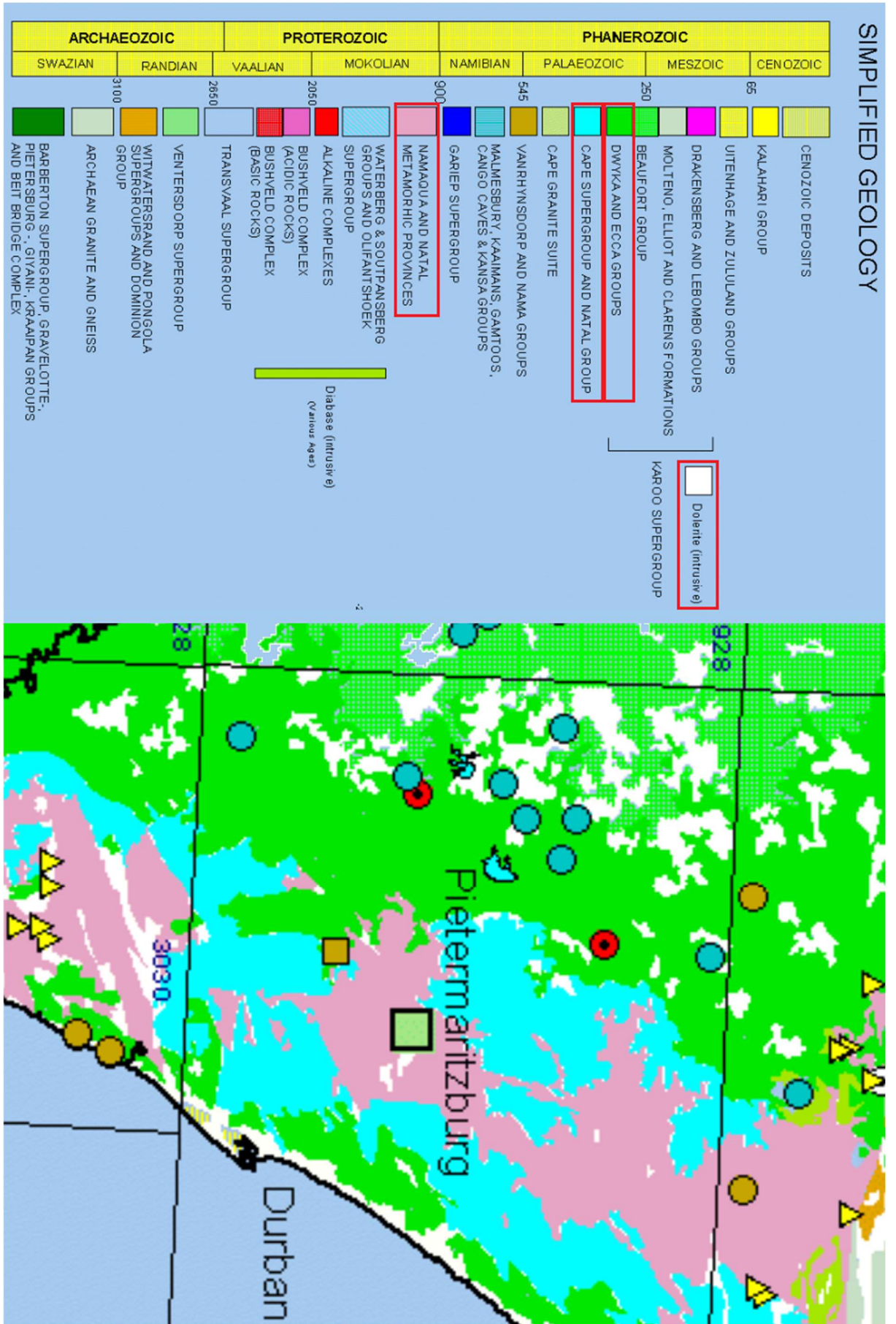
As the site is on private property, the traffic on Cleland road should not be affected.

C4.13 MANAGEMENT OF OCCUPATIONAL HEALTH AND SAFETY

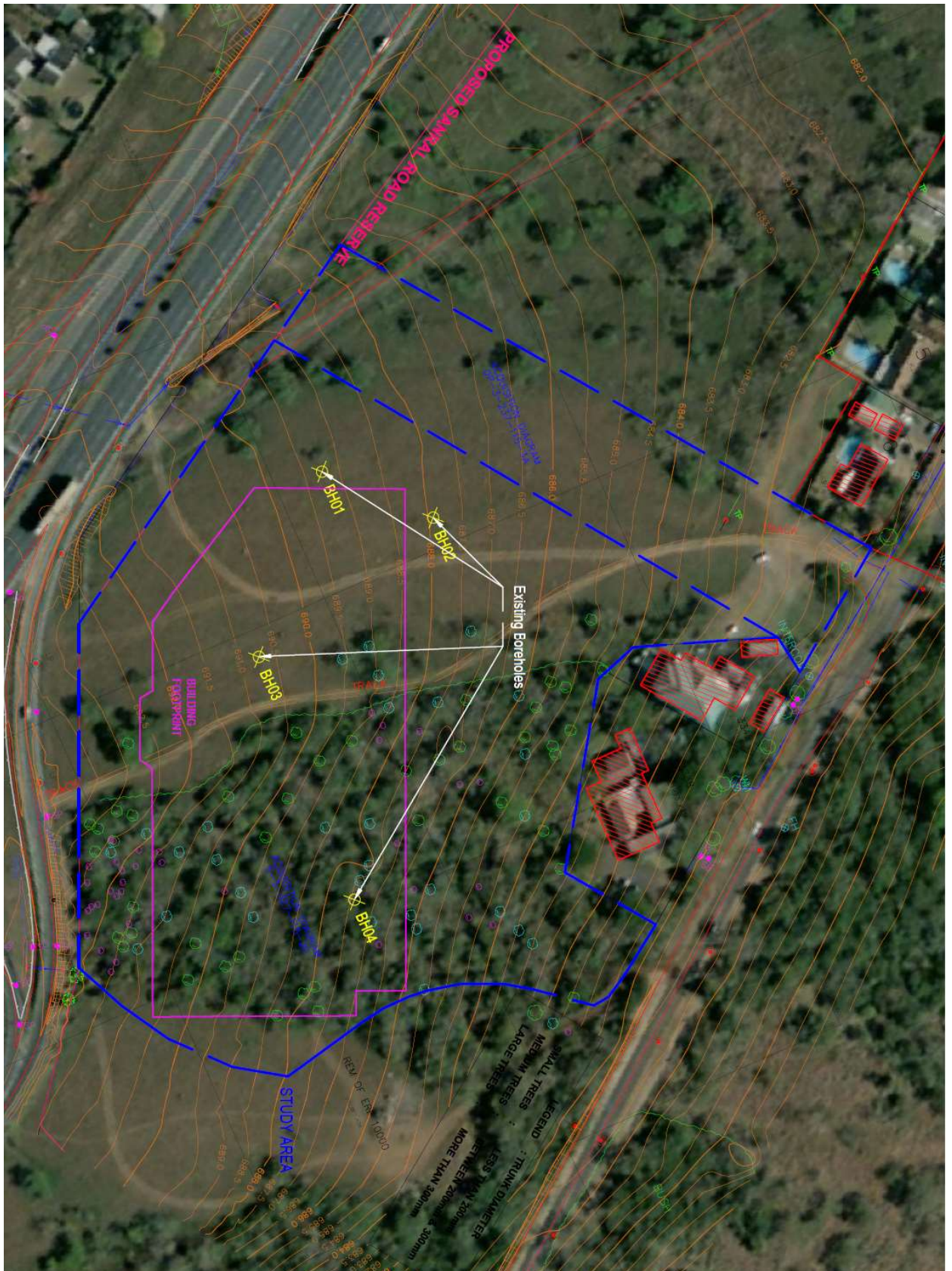
APPENDIX C4.1: LOCALITY PLAN



**APPENDIX C4.2:
GEOLOGICAL MAP**



APPENDIX C4.3:
LAYOUT PLANS OF PROPOSED SUBSURFACE INVESTIGATIONS



PART C5: ANNEXURES
