THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

TENDER DOCUMENT

BASE DATE: JULY 2026

TENDER DOCUMENT

VOLUME 3

BOOK 1 OF 1

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

TENDER DOCUMENT

THIS DOCUMENT COMPILED BY:

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Under the direction of:

The Provincial Head (Free State Province)

The South African National Roads Agency SOC Ltd
58 Van Eck Place
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PART T1: TENDERING PROCEDURES

PART T1: TENDERING PROCEDURES

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ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

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

The South African National Roads Agency SOC Ltd
The Provincial Head (Free State Province)
58 Van Eck Place
Mkondeni
Pietermaritzburg
3201
Tel: (033) 392 8100 Fax: (033) 386 3365

KBK Engineers (Pty) Ltd invites tenders on behalf of the Applicant, the South African National Roads Agency SOC limited, for the Subservice of managing the environmental process for Environmental Subservices to Locate, Prospect and Secure Material Sources along the National Route. This project is in the province of Free State Province and in various district municipalities. The drilling investigations at the potential hard rock quarries have been completed with the required Environmental Authorisations now required.

Only tenderers who meet the minimum requirements for Key Persons and 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 from the SANRAL website using the following link https://www.nra.co.za/service-provider-zone/tenders/open-tenders/. Tenderers must have access to Microsoft © Office 2013 and Acrobat Adobe © 9.0 or similar compatible software.

Tenderers must submit, via email, the duly completed Form A1.1 Certificate of Intention to Submit a Tender within seven (7) days from the tender advertisement date no later than 17 July 2026. Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive.

TENDERER'S MEETING

No tenderers' clarification meeting will be held. Queries may be emailed to henkp@kbkengineers.co.za.

COMPLETION AND DELIVERY OF TENDERS

The closing time for receipt of tenders is 11:00 on Friday, 07 August 2026.
Telegraphic, telephonic, telex, e-mail, facsimile, and late tenders will not be accepted.

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

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

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

Mr Henk Pretorius
Tel: No.: 051 451 1027
Fax No.: N/A
e-mail: henkp@kbkengineers.co.za

T1.2 CONDITIONS OF TENDER

Note to tenderer:

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

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

SABS Standards Division
1 Dr Lategan Road
Groenkloof

or

Private Bag X191
Pretoria
0001

Tel: +27 12 428 7911
Fax: +27 12 344 1568
website: www.sabs.co.za

T1.3 TENDER DATA

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

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

Clause Number	Tender Data
2.1	Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule.
2.7	Wherever reference is made in the documentation to Service Provider it shall also mean the Engineering Consultant.
3.1	The Applicant for the environmental authorisation is The South African National Road Agency SOC Limited (SANRAL). The Applicant's domicilium citandi et executandi (permanent physical business address) is: 48 Tambotie Avenue VAL DE GRACE, Pretoria, 0184 The Engineering Consultant's address for communication relating to this project is: KBK Engineers (Pty) Ltd 314 Glenwood Road Lynnwood Ridge 0081
3.2	The tender documents issued by the *Service Provider* will be in electronic format (Flash drive, printed and bound hard copy) and comprise the following: (specific colours only applicable to the final signed contract document): **Part T1: Tendering Procedures** • T1.1 Tender Notice and Invitation to Tender • T1.2 Standard and Special Conditions of Tender • T1.3 Tender Data **Part T2: Returnable Schedules** • T2.1 List of Returnable Documents • T2.2 Tender Schedules **Part C1: Agreements and Contract Data** • C1.1 Form of Offer and Acceptance (Yellow) • C1.2 Contract Data (Yellow) • C1.3 Other contract forms (Yellow) **Part C2: Pricing Data** • C2.1 Pricing instructions (Yellow) • C2.2 Pricing Schedules / Bills of Quantities (Yellow) **Part C3: Scope of Works** • C3 Scope of Works (Blue) **Part C4: Site Information** • C4 Site Information (Green) **Part C5: Annexure** (White)

3.4	The Engineering Consultant's contact person is Mr JH Pretorius. They can be contacted at: KBK Engineers (Pty) Ltd The Blocks, Suite 1, Block A, 63 Topsy Smith Avenue, Langenhoven Park, 9330, Bloemfontein Tel: 051 451 1027 henkp@kbkengineers.co.za The language for communications is English.
3.5	The tender process may be cancelled if: Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation; Funds are no longer available to cover the total envisaged expenditure; No acceptable tender is received; or There is a material irregularity in the tender process.
4.1.1	Only those tenderers who satisfy the following criteria are eligible to submit tenders: (a) Meet the minimum requirements for Key Persons as stated in the Scope of Works in Clause C3108 Key Persons. (b) Are registered on National Treasury Central Supplier Database; Tenderers, or in the event of a Joint Venture, each member of the Joint Venture, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions; Failure to satisfy the above eligibility criteria will result in a non-responsive tender.
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
4.7	No compulsory clarification meeting will be held.
4.8	Request clarifications at least 7 (seven) working days before the closing date.
4.9	No insurance is provided by the Service Provider.
4.10	Tenderers are required to state the rates and currencies in Rand. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be considered in the evaluation of tenders.
4.10	All rates and/or sums tendered shall **not** be negative.
4.12	Submit only one (1) offer for the full service. No alternative offers shall be accepted.

4.13.1	The returnable documents shall be electronically completed in their entirety, submitted on the issued software format or fully compatible format, unless otherwise specified. Wherever it is a requirement that the tenderer must provide hours to match the price tendered and failed to do so, such imbalance cannot be corrected and will be declared non-responsive.
4.13.1	Submit the tender offer electronically onto a flash drive and, printed and bound hard copy.
4.13.4	The tenderer is required to submit all certificates as listed in the List of Returnable Schedules as scanned copies, in .pdf format onto a flash drive, and printed and bound hard copy.
4.13.5	Wherever reference is made in the tender documentation for non-financial proposal it shall also mean technical proposal.
4.13.5	Submit only the signed original tender offer.
4.13.5	A one-envelope procedure will apply.
4.15	The address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Reception Area, SANRAL KwaZulu-Natal Offices Physical address: 58 Van Eck Place Mkondeni Pietermaritzburg 3201 Identification details: Place the signed original tender offer in a package marked: TENDER CONTRACT SANRAL X.004-049-2018/1ENV-P4 ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4 *Tenderer's authorised representative's name……..,……...* *Tenderer's postal address……* *Tenderer's contact details……..* Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the relevant address. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the tenders received register.
4.15	The closing time for submission of tender offers is 11:00 on Friday 07 August 2026.
4.16.1	The tender offer validity period is 12 weeks.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: (a) withdraws his tender; (b) gives notice of his inability to execute the contract in terms of his tender; or (c) fails to comply with a request made in terms of 4.17, 4.18, 5.9 or 5.13;

	such tenderer shall be barred from tendering on any of the *Service Provider*'s tenders for a period to be determined by the *Service Provider*, but not less than 6 (six) months from a date determined by the *Service Provider*. This sanction also applies to tenders under evaluation and not yet awarded. This sanction does not apply to tenders under evaluation where a request for extension for the validity period was not accepted by the tenderer. The *Service Provider* may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.17	Any clarification requested under this clause must be provided within two (2) working days of date of request. Where required during tender evaluation, the Service Provider shall seek clarification from tenderers. No change in the competitive position of tenderers or substance of the tender offer is sought, offered or permitted.
4.18	Any additional information requested under the clause must be provided within 5 (five) working days of date of request.
5.1	The Service Provider shall respond to clarifications received up to 7 (seven) working days before tender closing date.
5.2	The Service Provider shall issue addenda until 5 (five) working days before tender closing date.
5.7	Prior to disqualification, the Service Provider shall inform the tenderer and give the tenderer an opportunity to make representations within fourteen (14) days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years. In the event of disqualification, the *Service Provider* 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 *Service Provider* shall inform the National Treasury in writing.
5.8	Amongst reasons for tender cancellation, SANRAL will cancel the tender should all tenders be non-responsive in terms of Clause 3.5, and no negotiations will be conducted.
5.9	**Arithmetical errors, omissions, discrepancies and imbalanced unit rates** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern. Check responsive tender offers for: (a) the gross misplacement of the decimal point in any unit rate; (b) omissions made in completing the Pricing Schedule or Bills of Quantities; or (c) arithmetic errors in: (i) line-item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or (ii) the summation of the prices. (d) imbalanced unit rates.

	Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers. Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows: (a) if Bills of Quantities or Pricing Schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted and the unit rate shall be corrected. (b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. (c) Where the unit rates are imbalanced, adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.
5.10	Where required during tender evaluation, the Service Provider shall seek clarification from tenderers. No change in the competitive position of tenderers or substance of the tender offer is sought, offered or permitted. Any response to the clarification requested under this clause must be provided within two (2) working days of date of request.
5.11.1	The procedure for the evaluation of responsive tenders is Method 3. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for preference. If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.
5.11.7	**i. 80/20 preference point system for acquisition of goods and services for Rand value equal to or above R30 000 and up to R50 million** The following formula will be used to calculate the points out of 80 for price: Ps =80(1-(Pt-Pm)/Pm) Where: 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.

ii. 90/10 preference point system for acquisition of goods and services for Rand value above R50 million

The following formula will be used to calculate the points out of 90 for price:

Ps =90(1-(Pt-Pm)/Pm)

Where:

Ps is the points scored for price of tender under consideration.
Pt is the price of the tender under consideration; and
Pm is the price of the lowest acceptable tender.
In the event that the calculated value is negative, the allocated score shall be 0 (zero).

5.11.8 Points for specific goals will be awarded according to the table below:

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	

1. The tenderer's scorecard shall be a B-BBEE 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; 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
   - the amended Generic Codes of Good Practice issued by the Department of Trade, Industry and Competition.

   i. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form D1; and

   ii. The certificate shall:
      - 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 iii. A valid BBBEE Certificates shall contain: - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address. - Value-Added Tax number, where applicable. - The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes. - B-BBEE status with corresponding procurement recognition level. - The relevant Codes used to issue the B-BBEE verification certificate. - 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. iv. A valid Sworn Affidavit shall contain: - Name/s of deponent as they appear in the identity document and the identity number. - Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit. - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address. - Percentage black ownership, black female ownership and whether they fall within a designated group. - Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts. - Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. **The valid format of the Financial Year-End is Day/Month/Year** - B-BBEE status level. An enterprise can only have one status level. - Date deponent signed and date of Commissioner of Oath must be the same. - Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and v. Compliance with any other information requested to be attached to Returnable Schedule Form C1; and vi. In the event of a Joint Venture (JV), a project-specific consolidated (SANRAL project number indicated) valid B-BBEE verification certificate in the name of the JV, issued by a verification agency accredited by the South African National Accreditation System (SANAS) shall be submitted. **Criteria for breaking deadlock** If two or more tenders score the same number of points and these tenders are also the highest ranked tenders, the tender with the highest preference points will be recommended for award. If functionality is part of the evaluation process and two or more tenders score equal total points and equal preference points, the tender that scored the highest points for functionality will be recommended for award.

	If two or more tenders score the same number of financial points and preference points and these tenders are also the highest ranked tenders, the tenderer to be recommended for award will be decided by the drawing of lots.
5.13.	The conditions stated in clauses 5.13(a) to (f) of the Conditions of Tender as well as the following additional clauses 5.13(g) to (j) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 and as compelling and justifiable reasons in terms of Conditions of Tender clause 5.11: g) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and h) the tenderer has not abused the *Service Provider*'s supply chain management system; and i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect. j) SARS Tax compliance status Tenderers, or in the event of a Joint Venture, each member of the Joint Venture, shall be tax compliant. Tenderers who are not compliant or become non-compliant during the tender evaluation period, shall become compliant within 7 (seven) working days of the date of being notified. Tenders received from such tenderers who are not tax compliant within 7 (seven) working days of being notified, will not be considered. k) Compliance with Compensation for Occupational Injuries and Diseases Act (COID). Tenderers, or in the event of a Joint Venture, each member of the Joint Venture, shall be registered and in good standing with the compensation fund or with a licensed compensation insurer at the closing date for tender submissions. The licensed compensation insurer shall be approved by the Department of Labour in terms of Section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993). Tenders received from such tenderers who are not in good standing with the compensation fund at the closing date for tender submissions, will not be considered. In addition to the requirements under paragraph (b) of the Conditions of Tender, in the event that a due diligence is performed as part of the tender evaluation, the due diligence report will be used to evaluate the tenderer's ability to perform the contract as stated in sub-clause (b). The due diligence will evaluate the overall risk associated with the tender. The due diligence will take into consideration the following: • Assessment of financial statements to assess the financial position of the tenderer and its ability to obtain the necessary guarantees or insurances; • Evaluation of managerial and technical ability and available resources in relation to the proposed tender; • Integrity risk evaluation; • Operations, activities, locations and key customers; • Reference checks from previous clients; and

	• Risk rating (i.e. high risk, medium to high risk, medium risk or low risk) of the tenderer.
5.16	The Service Provider will notify unsuccessful tenderers when the tender process has been concluded. Any unsuccessful tenderer may request a debriefing in writing as specified in clause 5.19.
5.17	The Service Provider will provide 1 (one) signed contract document to the Sub-Service Provider.
5.19	All requests from tenderers shall be in writing.
Additional conditions of tender clauses:	
3.7	**Jurisdiction** Unless stated otherwise in the Tender Data, each tenderer and the Service Provider undertake to accept the jurisdiction of the law courts of the Republic of South Africa.

PART T2: RETURNABLE SCHEDULES

T2.1 LIST OF RETURNABLE SCHEDULES

Notes to tenderer:

1. **Returnable schedules have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporates National Treasury requirements within them. Returnable schedules are separated into the following categories:**
   - **i) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A, B, C and D).**
   - **ii) A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1).**

2. **Failure to fully complete the relevant returnable documents shall render such a tender offer to be declared non-responsive.**

3. **Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.**

4. **Notwithstanding any check or audit conducted by or on behalf of the Service Provider, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Service Provider has the discretionary right under contract condition 8.4 to terminate the contract.**

T.2.1 LIST OF RETURNABLE SCHEDULES

Notes to tenderer:

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

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

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

FORM NO	ELEC-TRONIC FORMAT	FORM DESCRIPTION	INITIAL IF COM-PLETED
B3	MS EXCEL	TENDERER'S PROJECT STRUCTURE	*1
B5	PDF	PRELIMINARY PROGRAMME (INCLUDING UNDERSTANDING AND APPROACH)	*1
C1.1.1	PDF	FORM OF OFFER	*2
C1.2.3	PDF	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	*2
C2.2	MS EXCEL	PRICING SCHEDULE	*1 & *2
C2.3	MS EXCEL	SUMMARY OF PRICING SCHEDULE	*1 & *2
D1		TENDERER'S B-BBEE VERIFICATION CERTIFICATE	*1 & *2

NOTES:

*1 - SCHEDULES/DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

T.2.2 RETURNABLE SCHEDULES

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CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to Tenderer:

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

Not Applicable

This is to certify that I, ...

in my capacity as .....

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

of (address).....

.....

telephone number ……fax number .....

e-mail .....

attended the clarification meeting *(insert date & time)* …… conducted by (Service Provider's representative)

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

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

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

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to Tenderer:

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

This is to certify that I, ...

.....

representative of (insert name of tenderer) .....

of (address)

.....

.....

telephone number .....

fax number .....

e-mail .....

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

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

FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to tenderer:

1. **The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners. Scan a copy of the resolution onto a Flash drive, printed and bound hard copy.**

2. **In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:**
   - **authority for signatory,**
   - **undertaking to formally enter into a joint venture contract should an award be made to the joint venture,**
   - **name of designated lead member of the intended joint venture, as required by tender condition 4.13.2.**

3. **The resolution below is given as <u>an example</u> of an acceptable format for authorisation. Submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.**

4. **In the event that authorisation is for more than one project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners.**

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

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

SANRAL X.004-049-2018/1ENV-P3

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

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

.....

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

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

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESS: ....
SIGNATURE SIGNATURE

....
NAME (print) NAME (print)

Pro-forma

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

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to tenderer:

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

I, the undersigned, ……..……. declare:

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

.....

.....

.....

.....

.....

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

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

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

…… 20……..

……..
SIGNATURE

The deponent having:

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

……..
COMMISSIONER OF OATHS

FORM A2.3: CERTIFICATE OF SINGLE TENDER SUBMISSION

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to tenderer:

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

DECLARATION

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

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

SIGNATURE: ……

DATE: ……

NAME: ……

POSITION: ……

FORM A2.4: CERTIFICATE OF FRONTING PRACTICES

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Fronting Practices

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

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

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

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

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

Responsibility to Report Fronting

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

Fronting Indicators

• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
• The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
• The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
• There is no significant indication of active participation by black people identified as top management at strategic decision-making level;
• An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;
• An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
• An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;
• The enterprise displays evidence of circumvention or attempted circumvention;

• An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
• An enterprise obtains loans, not linked to the good faith share purchases or enterprise development initiatives, from a related person at an excessive rate; and
• An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.

DECLARATION

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

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

SIGNATURE: ……

DATE: ……

NAME: ……

POSITION: ……

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

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to Tenderer:

1. **In line with a policy on the management of Prominent Influential Persons (PIP's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of or on behalf of SANRAL. This is done to mitigate SANRAL's perceived association, reputational, operational or legal risk, as it strives to foster and maintain fair and transparent business relations. (This policy is available on the SANRAL's website: www.nra.co.za)**
2. **It is compulsory that all prospective and existing tenderers conducting business with the Service Provider, who potentially meet the definition of DPIP's, FPPO's or FIN's, complete this form by supplying credible information as required and submit together with their tender document.**
3. **Tenderers are required at the tender stage to declare any DPIP's, FPPO's or FIN's involved in their tenders, as part of their submission.**
4. **Further, that tenderers shall at the tender stage furnish the Service Provider of all information relating to namely, shareholders names, identity numbers and share certificates of the individual and/or transaction concerned using the form below, for verification purposes, including where applicable, confirmation as it relates to:**
   i. **Knowledge of any offence within the meaning of Chapter 2, Section 12 and 13 of Prevention and Combating of Corrupt Practices Act No 4 of 2006; and/or**
   ii. **Knowledge of any offence within the meaning of Chapter 3 of Prevention of Organised Crime Act No 121 of 1998 as it relates to any of the shareholders, directors, owners and/or individual link to the tenderer.**
5. **Tenderers undertake that should it be discovered that the information provided in the table below is fraudulently or negligently misrepresented, then Chapter 9, Section 214 and 216 of Companies Act No 17 of 2008 shall apply to shareholders, directors, owners and/or individual link to the tenderer.**
6. **Should the tenderer fail to declare or supply the Service Provider with credible information in the prescribed form, the tender may be rendered invalid.**
7. **Should the Service Provider, in the process of conducting verification and investigation of information supplied by the tenderer find out that the information poses a reputational risk, the tender shall be rendered invalid.**
8. **The following definitions shall apply:**
   i. **"Board" means the Board of Directors or the Accounting Authority**
   ii. **"Business relationship" means the connection formed between the Service Provider and external stakeholders for commercial purposes.**
   iii. **"DD" means Due Diligence.**
   iv. **"Domestic Prominent Influential Person" means an individual who holds an influential position, including in an acting position for a period exceeding 6 (six) months, or has held at any time in the preceding 12 (twelve) months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.**
   v. **"DPIP" means a Domestic Prominent Influential Person.**
   vi. **"Family members and known close associates" means immediate family members and known close associates of a person in a foreign or domestic prominent position, as the case may be, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.**
   vii. **"Foreign Influential National" means an individual who is not a South African citizen or does not have a permanent residence permit issued in terms of the Immigration Act No 13 of 2002, who possesses personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.**

viii. **"Foreign Prominent Public Official" means (as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017) an individual who holds or has held at any time in the preceding 12 (twelve) months, in any foreign country a prominent public function.**

ix. **"FPPO" means a Foreign Prominent Public Official.**

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

xi. **"The Employer" means the South African National Roads Agency SOC Limited (SANRAL) with registration number 1998/009584/30.**

xii. **"Senior Management" means the Executive Committee or its individual members.**

9. **A separate declaration is required from each DPIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIP, FPPO and Fin from each of the Joint Venture (JV) members, is required.**

Prominent Influential Persons (PIP's) Reporting Form

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

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

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

Reporting Person/s:

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

DECLARATION / UNDERTAKING BY THE TENDERER

I, the undersigned, …… declare that:

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

Signature: ……

Name: ……

Position: ……

Date: ……

Name of Tenderer: ……

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

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to tenderer

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

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

……..…… (position), on behalf of

…… (name of company), herewith grant consent that SANRAL or any of their appointed Service Providers may conduct a due diligence investigation on

……..……. (name of company) to evaluate our ability to perform the contract as stipulated in the Standard Conditions of Tender, Clause 5.13(b).

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

……. ……
SIGNATURE DATE

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

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to tenderer:

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

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

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

Signed and sworn before me at …… on the ……..….. day of ……..2026.

SIGNATURE

The deponent having:

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

……..
COMMISSIONER OF OATHS

Not Applicable

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

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to tenderer:

i. Definitions:

a. "State" means:

- **any National or Provincial Department, National or Provincial Public**
- **Entity or Constitutional Institution within the meaning of the Public**
- **Finance Management Act, 1999 (Act No 1 of 1999);**
- **any Municipality of Municipal Entity;**
- **Provincial Legislature;**
- **National Assembly or the National Council of Provinces; or**
- **Parliament.**

b. "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

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

---

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] 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 the table below.

FULL NAME	Identity Number	Name of State Institution

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.

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

2.2.1. If so, furnish particulars:

……

……

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

2.3.1. If so, furnish particulars:

……

……

3. DECLARATION

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

3.1. I have read and I understand the contents of this disclosure;

3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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.

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

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

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

…….	..……
Signature	Date
…….	……
Position	Name of bidder

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

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Not Applicable

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

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

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 *audi alteram partem* rule was applied.** The Database of Restricted Suppliers now resides on the National Treasury website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes □	No □
4.1.1	If Yes, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury website (**(www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes □	No □
4.2.1	If Yes, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes □	No □
4.3.1	If Yes, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes □	No □
4.4.1	If Yes, furnish particulars:		

CERTIFICATION

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

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

Signature: .....

Name: .....

Position: .....

Date: .....

Name of tenderer: .....

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

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

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

Name of Service Provider: ……..……..

Central Supplier Database Supplier Number: ……..

Supplier Commodity: ……..…

Delivery Location: ……..…….....

FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

PAGE	DESCRIPTION

SIGNED BY TENDERER: ……

FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

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ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to Tenderer:

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

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

SIGNED BY TENDERER: .....

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

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ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

The Tenderer shall complete the declaration below.

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

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

..... ……..
SIGNATURE DATE

FORM A7: CERTIFICATE OF INSURANCE COVER

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ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to tenderer:

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

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

i) Name of Tenderer: .....

ii) Period of Validity: .....

iii) Value of Insurance:

- Professional Indemnity (for each and every case)

  Company: .....

  Value:.....

- General public liability

  Company: .....

  Value:.....

- Third party liability

  Company: .....

  Value:.....

FORM A8: TENDERER'S BANK DETAILS

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to tenderer:

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

The tenderer shall provide the following:

i) Name of account holder: .....

ii) Account number: .....

iii) Bank name: .....

iv) Branch number: .....

v) Bank and branch contact details .....

FORM A10: SCHEDULE OF CURRENT COMMITMENTS

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to tenderer:

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

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

FORM A11: POSSIBLE COMMITMENTS OF KEY PERSON

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to tenderer:

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

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

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

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to tenderer:

1. **Discovery that the tenderer has failed to make proper disclosure may result in the Service Provider terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**

2. **The tenderer shall attach to this form evidence that he is registered and in good standing with the Compensation Fund in terms of Section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).**

3. **The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 (thirty six) months preceding the date of the tender.**

4. **In the event of a joint venture enterprise, all members shall comply with the above requirement.**

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

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	SANRAL X.004-049-2018/1ENV-P4	CLOSING DATE:	07 August 2026	CLOSING TIME:	11h00
DESCRIPTION	ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
Reception area
SANRAL KwaZulu-Natal Offices
58 Van Eck Place, Mkondeni
Pietermaritzburg, 3201

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	procurementer…@nra.co.za	E-MAIL ADDRESS	henkp@kbkengineers.co.za

SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		**ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?**		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR 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 ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

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

DATE: ……

FORM B1: KEY PERSON'S TECHNICAL/MANAGERIAL RECORD

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to Tenderer:

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

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

See additional notes overleaf

Name	Identity Document No or Passport No of Non-RSA Residents	Position in team	PROFESSIONAL Registration
		Environmental Assessment Practitioner (EAP)	*Registration with EAPASA (MANDATORY) Insert registration number:*
		Environmental Control Officer (ECO)	*N/A*

Technical/Managerial Experience

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

Client & Project No	Project Type	Relevant experience started	Relevant Experience ended	Position Held	Contact Person and position	Contact No.

Comments:

Notes to tenderer:

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

Note 1: Client body receiving the service	**Abbreviation**
District municipality	DM
International client	IC
Local municipality	LM
National department	ND
Organ of State (state-owned company)	OS
Private sector (commerce)	PC
Private sector (mining or industrial)	PM
Provincial department	PD

Project Type (Note2)	**Abbreviation**
Basic assessment report	BA
Construction monitoring	CM
Environmental impact assessment & scoping	EI
Environmental screening	ES
Specialist investigation	SI

FORM B2: KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to Tenderer:

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

Name of Key Person: ……..

Registration with professional bodies

Professional registration body		
Level of registration		
Registration number		
Date of registration		

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

Comments:

FORM B3: TENDERER'S PROJECT STRUCTURE

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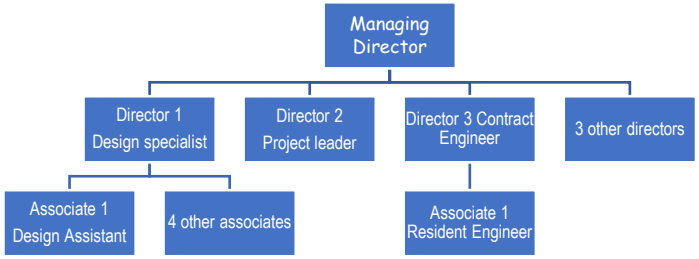
ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to tenderer:

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



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

Notes to tenderer and candidate:

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

EAPASA = Environmental Assessment Practitioner Association of South Africa.

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

FORM B5: PRELIMINARY PROGRAMME

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

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

Notes to tenderer:

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

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

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ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Notes to Tenderer:

1. **The tenderer shall attach to this form a valid copy of the B-BBEE Verification Certificate issued in accordance with:**
   i. **the amended B-BBEE Codes of Good Practice issued by the Department of Trade, Industry and Competition.**
      In the event that the Measured Entity operates in more than one sector or a sub-sector (e.g. Contractor or BEP) the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes. published in Notice 931 of Government Gazette No 41287 on 1 December 2017 by the Department of Trade, Industry and Competition.

   ii. **the amended Generic Codes of Good Practice issued by the Department of Trade, Industry and Competition**

2. **The certificate shall:**
   - **have been issued by a Verification Agency accredited by the South African National Accreditation System (SANAS); or**
   - **be in the form of a sworn affidavit (accompanied by an audited financial statement or Management Accounts on the latest financial year) or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME); and**
   - **be valid at the tender closing date; and**
   - **have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15).**

3. **In the event of a Joint Venture (JV), a project specific (SANRAL project number indicated) consolidated B-BBEE Verification Certificate in the name of the JV shall be attached.**

4. **A valid BBBEE Certificates shall contain:**
   - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
   - Value-Added Tax number, where applicable.
   - The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
   - B-BBEE status with corresponding procurement recognition level.
   - The relevant Codes used to issue the B-BBEE verification certificate.
   - Have a date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
   - Financial period which was used to issue the B-BBEE Verification Certificate.

5. **A valid Sworn Affidavit shall contain:**
   - Name/s of deponent as they appear in the identity document and the identity number.
   - Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
   - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
   - Percentage black ownership, black female ownership and whether they fall within a designated group.
   - Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
   - Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. The valid format of the Financial Year-End is **Day/Month/Year**

- B-BBEE status level. An enterprise can only have one status level.
- Date deponent signed and date of Commissioner of Oath must be the same.
- Commissioner of Oaths cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and

6. The attached Verification Certificate and the associated Assessment Report shall comply with the requirements of Tender Data, Clause 5.11.8 and shall identify:

(a) The name and domicilium citandi et executandi of the tenderer.
(b) The registration and VAT number of the tenderer.
(c) The dates of granting of the B-BBEE score and the period of validity.
(d) The expiry date of the Verification Certificate.
(e) A unique identification number.
(f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
(g) The name and/or mark/logo of the B-BBEE Verification Agency.
(h) The scorecard (GENERIC, QSE, Exempt) against which the tenderer has been measured.
(i) The B-BBEE status level.
(j) The South African National Accreditation System (SANAS) logo on the Verification Certificate once verification agencies have been accredited.
(k) The B-BBEE procurement recognition level.
(l) The score achieved per B-BBEE element.
(m) The % black shareholding.
(n) The % black women shareholding.
(o) The % black persons with disabilities shareholding.
(p) The % black youth shareholding.
(q) The % black people living in rural or under-developed areas or townships shareholding.
(r) The % black military veterans shareholding.
(s) The value added status of the tenderer.

7. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected Verification Agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same Verification Agency and also attached to this form.

8. The tender will be declared non-responsive:

(a) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; or
(b) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level (not applicable for 2 envelope system); or
(c) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; or
(d) If the tenderer submits a B-BBEE Certificate that is expired - but did claim preference points; or
(e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements (eg. not SANAS); or
(f) If the tenderer submits the Scorecard assessment report only; or
(g) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which is not project specific; or
(h) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate does not have a contract description and / or a tender number; or
(i) If a tenderer only submits one B-BBEE certificate, where multiple tenders were issued by SANRAL; or
(j) If the BBBEE certificate or Sworn Affidavit is not submitted or not valid.
(k) Sworn Affidavit; if
i. EME (not start-up) submits a Sworn Affidavit with total revenue above R1.8 million (Consultants) or R3 million (contractors) instead of a B-BBEE Certificate; or
ii. QSE submits Sworn Affidavit (consultants and contractors) instead of a B-BBEE Certificate

l) If the Sworn Affidavit is not valid. A valid Sworn Affidavit must contain the following:

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

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**

(Note to compiler: *delete whichever is not applicable for this tender*).

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	80
SPECIFIC GOALS	20
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.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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 (80/20 system)	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	20.00	
	B-BBEE Level 2	18.00	
	B-BBEE Level 3	14.00	
	B-BBEE Level 4	12.00	
	B-BBEE Level 5	8.00	
	B-BBEE Level 6	6.00	
	B-BBEE Level 7	4.00	
	B-BBEE Level 8	2.00	
	Non-compliant contributor	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.

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……...

DATE: ……

ADDRESS: ……

……

……

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1: AGREEMENTS AND CONTRACT

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C1.1 FORMS OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER (INCORPORATING SDB7)

KBK Engineers (Pty) Ltd
314 Glenwood Road
Lynnwood Park
0081

Sir,

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

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

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

A. PRICE OFFERED

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

……..

……..... (in words)

(R..... in figures).

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

B. PREFERENCE CLAIMED

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

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

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

Yours faithfully,

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

NAME (IN CAPITALS): .....

CAPACITY: .....

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

NAME AND ADDRESS OF ORGANISATION: .....

.....

NAME AND SIGNATURE OF WITNESS:

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

NAME (IN CAPITALS): .....

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

NAME (IN CAPITALS):.....

Notes to tenderer:

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

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

C1.1.2 FORM OF ACCEPTANCE (INCORPORATING SBD7)

FORM OF ACCEPTANCE

To (*Name of successful tenderer)*

Dear Sir,

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

ACCEPTANCE OF OFFER

1. It is our pleasure to inform you (Sub*Service Provider to insert name)* that (the Service Provider) accepts your offer in the amount of R….. (i.e. including VAT but excluding CPA and any contingent sum not in the priced schedule).

2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.

3. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:

   Part C1: Agreements and Contract Data (including this form of acceptance),
   Part C2: Pricing Data,
   Part C3: Scope of the Work and
   Part C4: Site Information,
   Part C5 : Annexures

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

4. Deviations and/or variations included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. (*If no deviation, replace the foregoing with* "There are no deviations, variations or changes to the documents" *and continue with the next sentence*). Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.

5. A Tax compliance check has been done on you, and you are found to be (*select: compliant or non-compliant). (Note to compiler: check SARS website for compliance. If not compliant add the following sentence: Within 10 calendar days of the date of this Form of Acceptance you shall provide proof that you are SARS compliant. Failure to fulfil this obligation shall constitute a repudiation of this agreement.)*

6. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:

   - Proof of insurance in terms of the information provided in the contract data and clause 5.4 of the General Conditions of Contract. Proof of validity of insured cover shall be provided on a monthly basis until contract completion.
   - Completed Form of Banking details which is attached hereto (Form C.1.1.4).
   - Completed Tax Compliance Permission Declaration which is attached hereto (Form C.1.1.6).
   - Copy of the Joint Venture Agreement. *(Note to compiler: Delete if JV is not applicable)*

Pro-forma

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

7. The effective date of the contract shall be the date of this form of acceptance unless you, within seven (7) calendar days of the effective date, notify the Service Provider in writing of any justification why you cannot accept the contents of this agreement.

8. The commencement date of the performance of the service shall be ..... *(Note to Compiler: insert the date, which is 8 calendar days after the date of this Form of Acceptance).*

9. The project hand-over meeting date shall be ……. (*Note to compiler: shall not be less than 28 calendar days after the commencement date*).

10. Notwithstanding that a full, original-signed copy of the contract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this form of acceptance constitutes the binding contract between us.

11. The approved Key Persons for this project are:

(Note to Compiler: List all relevant approved key positions and enter name of person)

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

Pro-forma

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

NAME (IN CAPITALS): .....

CAPACITY: (*Service Provider to insert)*

NAME AND ADDRESS: *(service Provider to insert domicilium citandi et executandi)*

NAME & SIGNATURE OF WITNESS

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

NAME (IN CAPITALS): .....

C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

Schedule of deviations

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

Pro-forma

1.....

2.....

3.....

4.....

etc

C1.1.4 FORM OF BANKING DETAILS

(Note to compiler: amend this form to suit the Service Provider's system of payments).

Provider

2.

To:

KBK Engineers (Pty) Ltd
The Blocks, Suite 1, Block A,
63 Topsy Smith Avenue,
Langenhoven Park,
9330,
Bloemfontein

Dear Sir

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

BANKING DETAILS

By signing this document, we accept the following:

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

Account Name: ..... ……

Bank:..... ……

Branch Name:..... ……

Branch Code:..... ……

Account Number:..... ……

Pro-forma

Yours sincerely

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

DATE: ……

C1.1.5 TAX COMPLIANCE PERMISSION DECLARATION

The Service Provider shall complete the declaration below.

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

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

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

....
SIGNATURE DATE

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Notes to tenderer:

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

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CONDITIONS OF CONTRACT

1. DEFINITIONS

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

Agent

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

Applicant

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

Black People

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

Contract

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

Contract Data

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

Contract Price

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

Day

A calendar day.

Defect

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

Deliverable

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

Engineer or Engineering Consultant

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

EME

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

Employer

The South African National Roads Agency (SOC) Limited.

Force Majeure

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

Key Persons

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

Others

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

Parties

The Service Provider and the Sub-Service Provider.

People with Disabilities

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

Period of Performance

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

Personnel

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

Personnel Schedule

A schedule naming all personnel and key persons.

Pricing Data

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

Project

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

QSE

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

Scope of Work

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

Service Provider

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

Services

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

South African National Roads Agency SOC Limited (the Applicant)

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

Sub-contractor

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

Subservices

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

Subservice Provider/Environmental Assessment Practitioner (EAP)

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

Targeted Enterprise

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

a) Is at least 51% owned by black people, and;

b) does not share equity holding with the SubService Provider; and

c) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and

is registered on the National Treasury's Central Supplier Database (CSD).

Technical Proposal

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

Works or Works Contract

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

Youth

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

2. INTERPRETATION

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

a) any gender includes the other genders;

b) a natural person includes a juristic person and vice versa;

c) the singular includes the plural and vice versa.

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

a) the Form of Acceptance

b) the Form of Offer

c) the Contract Data

d) the General Conditions of Contract

e) the Scope of Work

f) the Pricing Schedule and any other documents forming part of the Contract

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

3. GENERAL

3.1 Governing laws

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

3.2 Change in legislation

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

3.3 Language

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

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

3.4 Notices

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

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

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

3.5 Location

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

3.6 Publicity and publication

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

3.7 Confidentiality

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

3.8 Variations

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

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

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

3.9 Sole agreement

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

3.10 Indemnification

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

3.11 Penalty

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

3.11.2 If the Service Provider has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Subservice Provider:
a) terminate the Contract
b) complete the Subservices at the Subservice Provider's cost.

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

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

3.12 Equipment and materials furnished by the *Service Provider*

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

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

3.13 Illegal and impossible requirements

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

3.14 Programme

3.14.1 The Subservice Provider shall, within the time period set out in the Contract Data, submit to the Service Provider a programme for the performance of the Subservices which shall, *inter alia*, include:
a) the order and timing of operations by the Subservice Provider and any actions required of the Service Provider and Others;
b) the dates by which the Subservice Provider plans to complete work needed to allow the Service Provider and Others to undertake work required of them; and
c) other information as required in terms of the Scope of Work or Contract Data.

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

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

3.15 Severability

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

3.16 Waiver

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

4. SERVICE PROVIDER'S OBLIGATIONS

4.1 Information

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

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

4.1.3 The Subservice Provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the Service Provider.

4.2 Decisions

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

4.3 Assistance

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

4.3.1 authorise the Subservice Provider to act as his agent insofar as may be necessary for the performance of the Subservices;

4.3.2 provide all relevant data, information, reports, correspondence and the like, which become available;

4.3.3 procure the Subservice Provider ready access to premises, or sites, necessary for the performance of the Subservices;

4.3.4 assist in the seeking of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;

4.3.5 designate in writing a person to act with his complete authority in giving instructions and receiving communications on his behalf and interpreting and defining his policies and requirements in regard to the Subservices.

4.4 Services of Others

4.4.1 The Service Provider shall, at his own cost, engage such Others as may be necessary for the execution of work necessary for the completion of the Project, but not included in the Subservices.

4.4.2 The Service Provider shall not enter into an agreement or contract with Others which describes any of the duties and responsibilities of the Subservice Provider in terms of the Contract or which imposes obligations on him, without first obtaining the Subservice Provider's written agreement thereto.

4.5 Notice of change by Service Provider

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

4.6 Issue of instructions

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

4.7 Payment of Subservice Provider

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

5. SUBSERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Subservice Provider shall perform the Subservices in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards *and shall be responsible for breach of professional duty by reason of any error, omission or neglect in connection with delivering the Subservices.*

5.1.2 Where the Subservices include the exercise of powers to certify, decide or otherwise exercise discretion in regard to a contract or agreement between the Service Provider and Others, then the Subservice Provider shall act in respect of that contract or agreement as an independent professional.

5.1.3 If the Subservice Provider is a joint venture or consortium of two or more persons, the Subservice Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Service Provider, which shall not be unreasonably withheld.

5.1.4 Unless specifically instructed differently, the Service Provider is delegated as the Applicant's "Mandatary" in terms of the Occupational Health and Safety Act (Act no. 85 of 1993), and as the Applicant's Agent as defined in Construction Regulations 4(2), (5) and (6) of the said Act.

5.1.5 The Subservice Provider, if requested by the Service Provider, shall provide any plans and calculations for checking by Others.

5.1.6 All Subservice documentation, studies, reports, communications and the like shall be kept and safeguarded for the duration of the insurance(s) required in terms of clause 5.4.1.

5.2 Exercise of authority

5.2.1 The Subservice Provider shall have no authority to relieve Others appointed by the Service Provider to undertake work on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the *Service Provider* in response to an application by the Subservice Provider in writing to do so.

5.2.2 Whenever necessary to enter upon land for the performance of the Contract the Subservice Provider and his Subcontractors shall do so in accordance with the provisions of The South African National Roads Agency Limited Act, (Act 7 of 1998) and shall indemnify the Service Provider from all costs arising from any transgression committed by the Subservice Provider.

5.3 Designated representative

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

5.4 Insurances to be taken out by the Subservice Provider

5.4.1 The Subservice Provider shall, at his own cost, unless otherwise agreed, take out and maintain in force such insurance policies in respect of their own risks in performing the Services as are stipulated in the Contract Data, subject to the approval of the Service Provider, which approval shall not be unreasonably withheld.

5.4.2 The Subservice Provider shall, at the Service Provider's request, provide evidence to the Service Provider showing that the insurance required in terms of Clause 5.4.1 has been taken out *with an insurance company registered in the Republic of South Africa, or as otherwise approved by the Service Provider* and maintained in force.

5.5 Actions requiring Service Provider's prior approval

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

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

5.6 Co-operation with Others

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

5.7 Notice of change by Subservice Provider

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

5.8 Safeguarding the *Service Provider* r's data

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

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

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

5.9 Performance Security

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

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

6. CONFLICTS OF INTEREST, *CORRUPTION AND FRAUD*

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

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

6.2 Royalties and the like

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

6.3 Independence

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

6.4 Corruption and Fraud

6.4.1 The Subservice Provider shall neither:

(a) Offer nor give or agree to give any person of the Service Provider any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forbore to do any act in relation to the obtaining or performance of this Contract or any other contract with the Service Provider or for showing or forbearing to show favour or disfavour to any person in relation to this Contract; nor

(b) Enter into this Contract if in connection with it commission or a reward of any type has been paid, offered or agreed to be paid to any person of the Service Provider by the Subservice Provider or on his behalf or knowledge.

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

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

(b) withhold all payments due;

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

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

(a) summarily suspend the operation of this Contract by notice in writing to the Subservice Provider, informing him of the Service Provider's opinion and the grounds and reasons upon which it is based, and calling upon the Subservice Provider to show cause, in writing within fourteen (14)

days of receipt of the written notice why the Service Provider should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this contract;

(b) withhold all payments due;

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

7. SUBSERVICE PROVIDER'S PERSONNEL

7.1 Provision of Personnel

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

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

7.1.3 The Subservice Provider shall:

a) forward to the *Service Provider* for approval, within 15 days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.

b) inform the *Service Provider* of the date of commencement and departure of each member of Personnel during the course of the Project.

c) submit to the *Service Provider* for his approval a timely request for any proposed change to Personnel, or timetables.

7.2 Staff and equipment

7.2.1 The Subservice Provider shall employ and provide all qualified and experienced Personnel required to perform the Subservices.

7.2.2 Where required in terms of the Contract, the Subservice Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Subservice Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the *Service Provider*'s approval, which approval shall not be unreasonably withheld.

7.2.3 Where the Subservice Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the *Service Provider* for approval. Should the *Service Provider* not object in writing within 10 days of receipt of such notification, the replacement shall be deemed to have been approved by the *Service Provider*.

7.2.4 Where the fees for the Subservices are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced.

7.2.5 Except in the case of replacement resulting from death or where the *Service Provider* requests a replacement not provided for by the Contract, the Subservice Provider shall bear all additional costs arising out of or incidental to such replacement.

7.2.6 The Subservice Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.3 Working hours, overtime and leave

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

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

8.1 Commencement

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

8.2 Completion

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

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

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

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

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

8.3 Force Majeure

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

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below;
(i) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity
(ii) war, hostilities (whether war to be declared or not), invasion, act of foreign enemies,
(iii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
(iv) riot, commotion, disorder, strike or lockout by persons other than the Subservice Provider's Personnel or other employees of the Subservice Provider and Sub-contractors,

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

8.3.2 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has *notified* the other Party within 10 days of its occurrence and within a reasonable time of *its estimated duration and consequences. Failure to so notify shall terminate that Party's right to release from his obligations.*

8.3.3 In the event that the performance of the Subservices has to be suspended on the grounds of *Force Majeure*, the time for completion shall be extended by the extent of the delay plus a reasonable period for the resumption of work or, if the speed of performing certain Subservices has to be reduced, the time for their completion shall be extended as may be necessary in the circumstances.

8.3.4 During the period of his inability to perform the Subservices as a result of an event of Force Majeure, the Subservice Provider shall be entitled to continue to be paid under the terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Subservices.

8.3.5 *If the Force Majeure event continues for more than 90 (ninety) days, either Party shall have the right to terminate this Contract with immediate effect.*

8.4 Termination

8.4.1 The Service Provider may in addition to his rights under sub-clauses 6.4.2, 6.4.3 and 10.5 terminate the Contract by giving not less than thirty (30) days written notice thereof to the Subservice Provider after the occurrence of any of the following events:

(a) if the Subservice Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after having been notified thereof, or within any further period as the *Service Provider* may have subsequently approved in writing;
(b) if the Subservice Provider becomes insolvent or bankrupt; or
(c) if, as the result of *Force Majeure*, the Subservice Provider is unable to perform a material portion of the Subservices for a period of not less than sixty (60) days;
(d) *commission of an offence in terms of clauses 6.1 and 6.4.*

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

8.4.2 The Subservice Provider may terminate the Contract, by giving not less than thirty (30) days written notice to the *Service Provider* after the occurrence of any of the following events:

(a) if the *Service Provider* fails to pay any monies due to the Subservice Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) days after receiving written notice from the Subservice Provider that such payment is overdue; or
(b) if, as the result of *Force Majeure*, the Subservice Provider is unable to perform a material portion of the Subservices for a period of not less than sixty (60) days; or
(c) when the Subservices have been suspended under Clause 8.5 and the period of suspension exceeds 6 months, or it is clear to the Subservice Provider that it will be impossible or impractical to resume the suspended Subservices before the period of suspension has exceeded 6 months; or
(d) if the *Service Provider* is in material breach of a term of the Contract and fails to rectify such breach within 30 days of the receipt of written notice requiring him to do so.

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

(a) remuneration in terms of the Contract for Subservices satisfactorily performed prior to the effective date of termination *less any costs arising from termination.*

(b) except in the case of termination pursuant to events (a) and (b) of Clause 8.4.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

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

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

8.5 Suspension

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

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

8.6 Rights and liabilities of the Parties

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

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

9.2 The ownership of data and factual information collected by the Subservice Provider and paid for by the *Service Provider* shall, after payment by the *Service Provider*, lie with the *Service Provider*.

9.3 The *Service Provider* shall have no right to use any documents prepared by the Subservice Provider whilst the payment of any fees and expenses due to the Subservice Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement, by which the *Parties* transfer *their rights* and obligations under the Contract, or part thereof, to others.

10.3 The Subservice Provider shall not, without the prior written consent of the *Service Provider*, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases:
(a) by a charge in favour of the Subservice Provider's bankers of any monies due or to become due under the Contract; or
(b) by assignment to the Subservice provider's insurers of the Subservice Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4 The approval of an assignment by the *Service Provider* shall not relieve the Subservice Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Subservice Provider has assigned his Contract or part thereof without authorisation, the *Service Provider* may forthwith terminate the Contract.

11. SUB-CONTRACTING

11.1 A sub-contract shall be valid only if it is a written agreement by which the Subservice Provider entrusts performance of a part of the Subservices to others.

11.2 The Subservice Provider shall not sub-contract to nor engage a Sub-contractor to perform any part of the Subservices without the prior written authorisation of the *Service Provider*. The services to be sub-contracted and the identity of the Sub-contractor shall be notified to the *Service Provider*. The *Service Provider* shall, within 14 days of receipt of the notification and a full motivation why such services are to be sub-contracted, notify the Subservice Provider of his decision, stating reasons, should he withhold such authorisation, failing which the Sub-contractor shall be deemed to be approved by the *Service Provider*. If the Subservice Provider enters into a sub-contract with a Sub-contractor without prior approval, the *Service Provider* may forthwith terminate the Contract.

11.3 The *Service Provider* shall have no contractual relationships with Sub-contractors. However, if a Sub-contractor is found by the *Service Provider* to be incompetent, the *Service Provider* may request the Subservice Provider either to provide a Sub-contractor with qualifications and experience acceptable to the *Service Provider* as a replacement, or to resume the performance of the relevant part of the Subservices himself.

11.4 The Subservice Provider shall advise the *Service Provider* r without delay of the variation or termination of any sub-contract for performance of all or part of the Subservices.

11.5 The Subservice Provider shall be responsible for the acts, defaults and negligence of Sub-contractors and their agents or employees in the performance of the Subservices, as if they were the acts, defaults or negligence of the Subservice Provider, his agents or employees. Approval by the *Service Provider* of the sub-contracting of any part of the Contract or of the engagement by the Subservice Provider of Sub-contractors to perform any part of the Subservices shall not relieve the Subservice Provider of any of his obligations under the Contract.

11.6 The Sub- Service Provider undertakes to pay the sub-contractor the full value as certified as being due in each interim monthly account. The Sub-Service Provider further undertakes to make payment within 7 (seven) days after payment by the Service Provider or by the 25th of the month following that in which the sub-contractor invoiced for the work, whichever date is earlier.

12. RESOLUTION OF DISPUTES

12.1 Settlement

12.1.1 Any dispute between the Parties shall arise by either party presenting to the other in writing the nature of the dispute and the facts to be dealt with. The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than ten working days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.

12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties and shall do so, if after a period of ninety days from entering into the mediation process, no resolution has been achieved.

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

12.3 Adjudication

12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.

12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.

12.3.2 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.

12.3.3 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party *written* notice of dissatisfaction within 28 days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If notice of dissatisfaction is *not* given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

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

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Subservice Provider

13.1.1 The Subservice Provider shall be liable to the *Service Provider* arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Subservice Provider shall correct a Defect on becoming aware of it. If the Subservice Provider does not correct a Defect within a reasonable time and the Defect arose from a failure of the Subservice Provider to comply with his obligation to provide the Subservices, the Subservice Provider shall pay to the *Service Provider* the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.2 Liability of the *Service Provider*

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

13.3 Compensation

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

(a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.

(b) The compensation payable by either Party shall be reduced by the arbitrator/mediator/adjudicator to such extent as is deemed just and equitable having regard to the degree in which the other Party or any third party was at fault in relation to the loss or damage. The liability of the Parties is not joint and each Party shall only be liable for that proportion of the compensation which is attributable to his fault.

(c) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of liability

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

13.5 Limit of compensation

13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

a) the sum insured in terms of 5.4. in respect of insurable event; and

b) the sum stated in the Contract Data or, where no such amount is stated, to an amount *equal to three times the Contract Price (inclusive of VAT) payable to the Subservice Provider under the Contract.*

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the *Service Provider*

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

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Subservice Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) the *Service Provider* omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Subservice Provider, or requiring the Subservice Provider to implement a decision or recommendation with which the Subservice Provider disagrees or on which he expresses a serious reservation; or

b) the improper execution of the Subservice Provider's instructions by agents, employees or independent contractors of the *Service Provider*.

14. REMUNERATION AND REIMBURSEMENT OF SUBSERVICE PROVIDER

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

14.1 The Subservice Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due *(or any specified fixed-progressed payments due that have been delayed by the acts of the Service Provider)* shall be based on progress.

14.2 Amounts due to the Subservice Provider shall be paid by the *Service Provider* within thirty (30) days of receipt by him of the relevant invoices. If the Subservice Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the *Service Provider*, at the overdraft rate charged him by his bank plus 2% per annum, compounded monthly and calculated from the due date of payment.

14.3 If any item or part of an item in an invoice submitted by the Subservice Provider is disputed by the *Service Provider*, the latter shall, before the due date of payment, give notice thereof with reasons to the Subservice Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Subservice Provider.

14.4 In respect of Subservices charged for on a time basis and all other reimbursable expenses the Subservice Provider shall maintain records in support of such charges and expenses for a period of six months after the completion or termination of the Contract. Within this period the *Service Provider* may, on not less than 14 days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Subservice Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

14.5 *All accounts presented for payment shall be according to the Service Provider's prescribed format.*

14.6 Payments due shall be subject to the deduction of retention monies as stated in the Contract Data. The retention monies so deducted shall be released in accordance with the phases and conditions stated in the Contract Data.

14.7 If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract Data.

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

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

Clause No	Contract Data

1 DEFINITIONS

The ***Service Provider*** is KBK Engineers (Pty) Ltd.

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

KBK Engineers (Pty) Ltd
314 Glenwood Road
Lynnwood Park
0081

Period of Performance: is approximately 12 months including the annual construction closure during December and January and ends when the completion certificate is issued.

Project: is for the provision of environmental services as a Subservice to the design and construction Service on Contract **NRA X.004-049-2018/1F: CONSULTING ENGINEERING SERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE.**

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

3.4 The address for receipt of communication is:

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

Name: JH Pretorius

Telephone: (051) 451 1027

E-mail: henkp@kbkengineers.co.za

3.5 Location

The locations of the sites for which the Environmental Subservices are required is along various National Routes in the Free State Province.

3.11 Penalty

The penalty shall be R2 000.00 per day subject to a maximum of 20% of the Contract Sum.

3.12 Equipment and materials furnished by the *Service Provider*

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

3.14 Programme

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

4.3 Assistance

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

5.4 Insurances to be taken out by the Subservice Provider

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

i) Professional Indemnity insurance
Cover is: R500 000.00

ii) Third Party Liability insurance
Cover is: R5 000 000.00

5.5 Actions requiring *Service Provider*'s prior approval

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

i) Any visit to the site for investigative purposes must be preceded by adequate notice being given to the Applicant's route manager which the *Service Provider* will arrange.

ii) Any entry onto land adjacent to the national road.

5.9 Performance security

The provision of a Performance Guarantee is not required.

8.1 Commencement

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

8.2 Completion

The Subservice shall end upon delivery of the Subservice Provider's approved final report.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

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

12. RESOLUTION OF DISPUTES

12.1 Settlement

Any unsettled dispute shall be referred to adjudication.

12.3 Adjudication

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

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

13.4 Duration of liability

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

14. REMUNERATION AND REIMBURSEMENT OF SUBSERVICE PROVIDER

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

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

14.7 Contract Price Adjustment: refer to pricing instructions in clause C2.1.6 of the pricing schedule. Base date shall be the date 28 days prior to the latest date for submission of tenders. Base date for this contract is October 2025.

C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

CONTRACT SANRAL X.004-049-2018/1ENV-P4

ENVIRONMENTAL SUBSERVICES TO LOCATE, PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE – PACKAGE 4

Clause No	Contract Data
1	**DEFINITIONS**
	The **Subservice Provider (EAP)** is ……
	Physical Address *(Enter domicilium citandi et executandi)*: .....
	.....
	Telephone: .....
	Facsimile: .....
	Email: .....
	Key Persons:
	Name: .....

The authorised and designated representative of the Subservice Provider is:

Name: .....

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

.....

Telephone: .....

Facsimile: .....

Physical Address: .....

.....

Email: .....

PART C2: PRICING DATA

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.

ii. On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the 12-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.

iii. Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.

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

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

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

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

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

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

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

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

C2.1.10 A tender shall be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the *Service Provider*, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the *Service Provider* to adjust the unit rates or lump sums for such items, to make such adjustments.

C2.1.11 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents.

C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

C2.2 PRICING SCHEDULE

Notes to Tenderer:

a) If the Form of offer is submitted but the Pricing Schedule is omitted
   i. Where rate only items are applicable.

b) If a signed Form of Offer is submitted with an incomplete pricing schedule (no summary to tender) that does not balance back to the Form of Offer
   i. *Pricing schedule incomplete

c) If a signed Form of Offer is submitted with an incomplete pricing schedule that does not balance back to the Form of Offer
   i. *Only summary of Pricing Schedule submitted

The tender shall be declared a non-responsive tender.

Section 3200: Services Required in Project Design Phase

Item	Description	Unit	Quantity	Rate (R)	Amount (R)
32.02	**Scoping and Environmental Impact Assessment Process**				
(b)	**Pre-Application Phase**				
(b)(i)	Screening and Site Verification	LS			
(c)	**Scoping Phase**				
(c)(i)	Undertake Scoping Process & compile draft Scoping Report	LS			
(c)(ii)	Finalise and submit Final Scoping Report	LS			
(d)	**Impact Assessment Phase**				
(d)(i)	Prepare and submit Draft Impact Assessment Report	LS			
(d)(ii)	Prepare and submit Final Impact Assessment Report	LS			
(d)(iii)	Notify Interested and Affected Parties	LS			
(e)	**Appeal Process**	Hours	30		
	Prepare draft response to appeal/s				
Sub total	**Carried forward to payment section summary**				
32.03	**Specialist Studies**				
(a)	Fee for specialist studies	PS	1	800,000.00	800,000.00
(b)	Handling costs i.r.o sub- item 32.03 (a)	%	800,000.00		
32.04	**Authorisations/approvals for Material Sources**				
(a)	Price per Borrow Pit/Quarry	No	7		
Sub total	**Carried forward to payment section summary**				

Item	Description	Unit	Quantity	Rate (R)	Amount (R)
32.05	**Water Use Authorisation**				
(a)	Register water use/s in terms of applicable General Authorisation	LS			
Sub total	**Carried forward to payment section summary**				
TOTAL	**Carried forward to Pricing Schedule summary**				

C2.3 SUMMARY OF PRICING SCHEDULE

3200	Services required in project design phase	R.....
SUB TOTAL		R.....
VAT (15%)		R.....
TENDER SUM CARRIED FORWARD TO FORM OF OFFER (C1.1.1)		R.....

SIGNED BY TENDERER: .....

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

Notes to Tenderer:

1. The tenderer shall attach to this form a valid copy of the B-BBEE Verification Certificate issued in accordance with:

i. the amended B-BBEE Codes of Good Practice issued by the Department of Trade, Industry and Competition.

In the event that the Measured Entity operates in more than one sector or a sub-sector (e.g. Contractor or BEP) the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes. published in Notice 931 of Government Gazette No 41287 on 1 December 2017 by the Department of Trade, Industry and Competition.

ii. the amended Generic Codes of Good Practice issued by the Department of Trade, Industry and Competition

2. The certificate shall:

- **have been issued by a Verification Agency accredited by the South African National Accreditation System (SANAS); or**
- **be in the form of a sworn affidavit (accompanied by an audited financial statement or Management Accounts on the latest financial year) or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME); and**
- **be valid at the tender closing date; and**
- **have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15).**

3. In the event of a Joint Venture (JV), a project specific (SANRAL project number indicated) consolidated B-BBEE Verification Certificate in the name of the JV shall be attached.

4. A valid BBBEE Certificates shall contain:

- Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
- Value-Added Tax number, where applicable.
- The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
- B-BBEE status with corresponding procurement recognition level.
- The relevant Codes used to issue the B-BBEE verification certificate.
- Have a date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
- Financial period which was used to issue the B-BBEE Verification Certificate.

5. A valid Sworn Affidavit shall contain:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.

- Percentage black ownership, black female ownership and whether they fall within a designated group.
- Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
- Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. The valid format of the Financial Year-End is **Day/Month/Year**
- B-BBEE status level. An enterprise can only have one status level.
- Date deponent signed and date of Commissioner of Oath must be the same.
- Commissioner of Oaths cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and

6. The attached Verification Certificate and the associated Assessment Report shall comply with the requirements of Tender Data, Clause 5.11.8 and shall identify:

(a) The name and domicilium citandi et executandi of the tenderer.

(b) The registration and VAT number of the tenderer.

(c) The dates of granting of the B-BBEE score and the period of validity.

(d) The expiry date of the Verification Certificate.

(e) A unique identification number.

(f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.

(g) The name and/or mark/logo of the B-BBEE Verification Agency.

(h) The scorecard (GENERIC, QSE, Exempt) against which the tenderer has been measured.

(i) The B-BBEE status level.

(j) The South African National Accreditation System (SANAS) logo on the Verification Certificate once verification agencies have been accredited.

(k) The B-BBEE procurement recognition level.

(l) The score achieved per B-BBEE element.

(m) The % black shareholding.

(n) The % black women shareholding.

(o) The % black persons with disabilities shareholding.

(p) The % black youth shareholding.

(q) the % black people living in rural or under-developed areas or townships shareholding.

(r) The % black military veterans shareholding.

(s) The value-added status of the tenderer.

7. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected Verification Agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately but certified as correct by the same Verification Agency and also attached to this form.

8. The tender will be declared non-responsive:

(a) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; or

(b) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level (not applicable for 2 envelope system); or

(c) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; or

(d) If the tenderer submits a B-BBEE Certificate that is expired - but did claim preference points; or

(e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements (eg. not SANAS); or

(f) If the tenderer submits the Scorecard assessment report only; or

(g) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which is not project specific; or

(h) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate does not have a contract description and / or a tender number; or

(i) If a tenderer only submits one B-BBEE certificate, where multiple tenders were issued by SANRAL; or

(j) If the BBBEE certificate or Sworn Affidavit is not submitted or not valid.

(k) Sworn Affidavit; if

- **i. EME (not start-up) submits a Sworn Affidavit with total revenue above R1.8 million (Consultants) or R3 million (contractors) instead of a B-BBEE Certificate; or**
- **ii. QSE submits Sworn Affidavit (consultants and contractors) instead of a B-BBEE Certificate**

l) If the Sworn Affidavit is not valid. A valid Sworn Affidavit must contain the following:

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

PART C3: SCOPE OF WORKS

PART C3: SCOPE OF WORK

Notes to tenderer:

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

PART C3: SCOPE OF WORK

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C3100 GENERAL REQUIREMENTS

C3101 Scope

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

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

C3102 Project description

This project is situated along various National Roads in the Free State Province. A locality plan of the nine (9) potential hard-rock quarries for which the Environmental Services are required are included as an appendix to Part C4: Site Information of this document.

The major aspects of this project include the following:

- Opening of seven (7) hard-rock quarries of approximately five (5) hectares in size (approximate pit size of each);
- Stockpile areas and vegetation clearance at the perimeter (same site) of each of these seven (7) hard-rock quarries of approximately fifteen (15) hectares in size (i.e. approximately twenty (20) hectares for the total quarry site);
- Construction and maintenance of haul routes to and from these hard-rock quarries.

C3103 Definitions

The following definitions apply to the subservice:

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

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

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

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

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

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

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

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

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

C3104 Role of the EAP

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

C3105 Applicant's Involvement

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

C3106 Project programme

The EAP shall programme its duties in such a manner so as to complete its investigations, public participation meetings and submission of applications seeking environmental authorisations, permits, etc. so as to ensure the *Service Provider* complies with the timelines for the various phases of the total project according to the tabulated programme below. (*Note to compiler: insert relevant dates commensurate with the Service Provider's own programme milestones.*).

Table 3.1: Project Milestone dates

No.	Phase description	Target date
1	Appointment of Environmental Service Provider	……
2	Pre-Application Phase	A + 4 weeks
3	Scoping and Environmental Impact Assessment Phase	A + 26 weeks
4	Authorisations / Approvals for Material Sources	A + 52 weeks
5	Water Use Authorisation	A + 52 weeks

C3107 Penalties and delays

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

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

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

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

C3108 Key persons

The Tenderer's proposal of key person/s becomes a contractual commitment upon award. Any proposed change should be handled formally by way of written request and approval but does not require a variation order to be submitted. Replacement personnel shall be of same or better competence, experience, and equity status as those initially accepted.
Key person/s required are the EAP (design phase) and/or Environmental Control Officer (ECO – construction phase). The tenderer may propose 1 or 2 different persons to fulfil the two roles.

The key person/s must meet the following requirements:
a) Be in possession of an NQF Level 8 in Natural Sciences
b) Have a minimum of 8 years of post-graduate experience conducting environmental impact assessments and/or environmental audits (Form B1 must be completed and copy of certificate provided);
c) For the design phase be registered with the Environmental Assessment Practitioner's Association of South Africa (EAPASA) as an Environmental Assessment Practitioner (EAP) (Forms B1 and B2 must be completed, and proof provided).

C3109 Site visits

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

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

C3110 Meetings

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

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

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

C3111 Safety

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

C3112 Insurance

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

C3113 Payment

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

a) Retention monies

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

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

b) Contract price adjustment

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

C3200 SERVICES REQUIRED IN PROJECT DESIGN PHASE

C3201 Scope

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

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

C3202 Administration

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

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

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

Public Participation

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

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

Assessment programme

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

Environmental Management Programme (EMPr)

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

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

Specialist studies

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

C3203 Measurement and payment

Item		Unit
32.02	**Scoping and Environmental Impact Assessment Process**	
(b)	**Pre-Application Phase**	
(b)(i)	Screening and Site Verification	LS
(c)	**Scoping Phase**	
(c)(i)	Undertake Scoping Process & compile draft Scoping Report	LS
(c)(ii)	Finalise and submit Final Scoping Report	LS
(d)	**Impact Assessment Phase**	
(d)(i)	Prepare and submit Draft Impact Assessment Report	LS
(d)(ii)	Prepare and submit Final Impact Assessment Report	LS
(d)(iii)	Notify Interested and Affected Parties	LS
(e)	**Appeal Process**	Hours
	Prepare draft response to appeal/s	30

The unit of measurement for sub-payment item (a) to d (iii) shall be the lump sum. The sum tendered shall include full compensation for costs relating to time, effort, communication, consultation, site visits, and all other costs incurred in performing the scoping or environmental impact assessments. The rates shall cover the full cost of producing the draft and final reports including copying, binding, and delivery.

For sub-payment item (e) the quantity required is fixed to 20 hours.

Item		Unit
32.03	**Specialist Studies**	
(a)	Specialist studies	PS
(b)	Handling costs i.r.o sub- item 32.03 (a)	%

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

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

Item		Unit
32.04	**Authorisations/approvals for Material Sources**	
(a)	Price per Borrow Pit/Quarry	No.

The unit of measurement for item 32.04 (a) shall be a number (No). The sum tendered for item 32.04 (a) shall be full compensation for acquiring the documentation, application to competent authority, public participation, undertaking a comprehensive analysis of the information according to the specification, reaching conclusions, and identifying any incorrect assumptions or omissions in knowledge, preparing and submitting all draft and final reports.

Item		Unit
32.05	**Water Use Authorisation**	
(a)	Register water use/s in terms of General Authorisation	LS

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

PART C4: SITE INFORMATION

PART C4: SITE INFORMATION

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C.4.1 LOCATION OF THE PROJECT

The project includes the environmental services for seven (7) potential hard rock quarries distributed across the northern PART of the Free State Province. A locality plan is included in **Annexure A**.

Please also refer to the .kmz file provided as part of the Tender Documentation for the locality and extent of each of the potential hard rock quarries.

C.4.2 PROJECT INFORMATION

The major aspects of this project include the following:

- Opening of seven (7) hard-rock quarries of approximately five (5) hectares in size (approximate pit size of each);
- Stockpile areas and vegetation clearance at the perimeter (same site) of each of these seven (7) hard rocks quarries of approximately fifteen (15) hectares in size (i.e. approximately twenty (20) hectares for the total quarry site);
- Construction and maintenance of haul routes to and from these hard rock quarries.

C.4.3 CONSTRUCTION MATERIALS REQUIRED

Material sources for crushed aggregates for layer works, asphalt, seal, and concrete works have been identified and need to be approved environmentally. Each potential hard rock quarry should approximately deliver/produce approximately 800,000m³ to 1,250,000m³ of road construction material.

C.4.4 GEOTECHNICAL

Due to the distribution of the project sites across the Free State Province, the expected site geology is summarized in Table C4.1 below. Please also refer to **Annexure B** for the Geological Maps for each of the potential hard rock quarries.

Table C4.1: Summary of site geology

SITE	MATERIAL	SITE	MATERIAL
Quarry D1	Dolerite	Quarry D7	Dolerite
Quarry D2	Dolerite	Quarry D8	Dolerite
Quarry D4	Dolerite	Quarry D10	Dolerite
Quarry D6	Dolerite		

Please note that several of the originally identified hard-rock quarries have been omitted during previous invitations due to being found unfeasible and therefore the numbering of the quarries does not follow in numerical order.

C.4.5 SERVICES

The Site Layout Drawings included under Annexure C indicates the known services on each of the potential hard rock quarries.

C.4.6 ACCESS

The areas of investigation are generally accessible via existing tracks. Signed consents to access the potential hard rock quarries have been obtained from the property owners. The signed consent forms, as well as contact details of the property owners, will be provided to the successful tenderer. Prior to the EAP accessing a potential hard rock quarry, the Engineer's team and the property owner/s will have to be notified timeously of the planned visits.

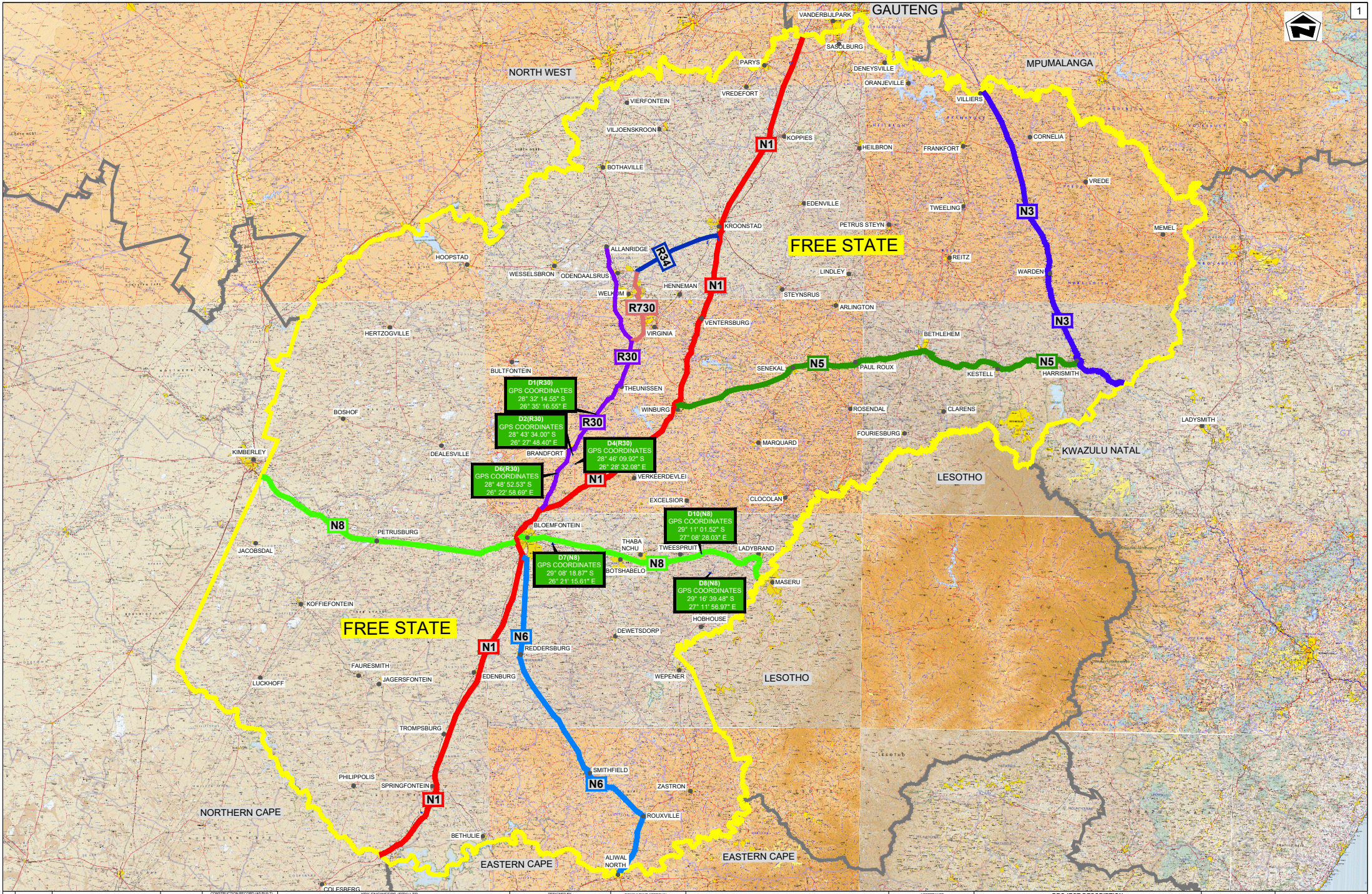
C.4.12 ANNEXURES

Annexure A: Locality Plan

Annexure B: Geological Maps

Annexure C: Site Layout Plans

Annexure A: Locality Plan



No.	DATE	REVISION	CONSULT ENG.
V1		ORIGINAL VERSION	J.H. PRETORIUS

CONSTRUCTION RECORD (AS BUILT)
WORKS CONTRACT ENGINEER
Name
Prof. Reg. No.
Date
SANRAL PROJECT MANAGER
Name
Date

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KBK Engineers (Pty) Ltd
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63 Topsy Smith Street
Langenhovenpark
Bloemfontein
9330
Tel: (051) 451-1027
PO Box 26305, Langenhovenpark , 9330

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Prof. Reg. No.	20180544
CHECKED BY	
NAME	J.H. PRETORIUS
Prof. Reg. No.	970461
DRAWN BY	
NAME	S.BRITZ

CONSULTANT APPROVAL
Name : J.H. PRETORIUS
Prof. Reg. No. : 970461
Date : August 2024

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for the SA NATIONAL ROADS AGENCY SOC LTD.
Date:

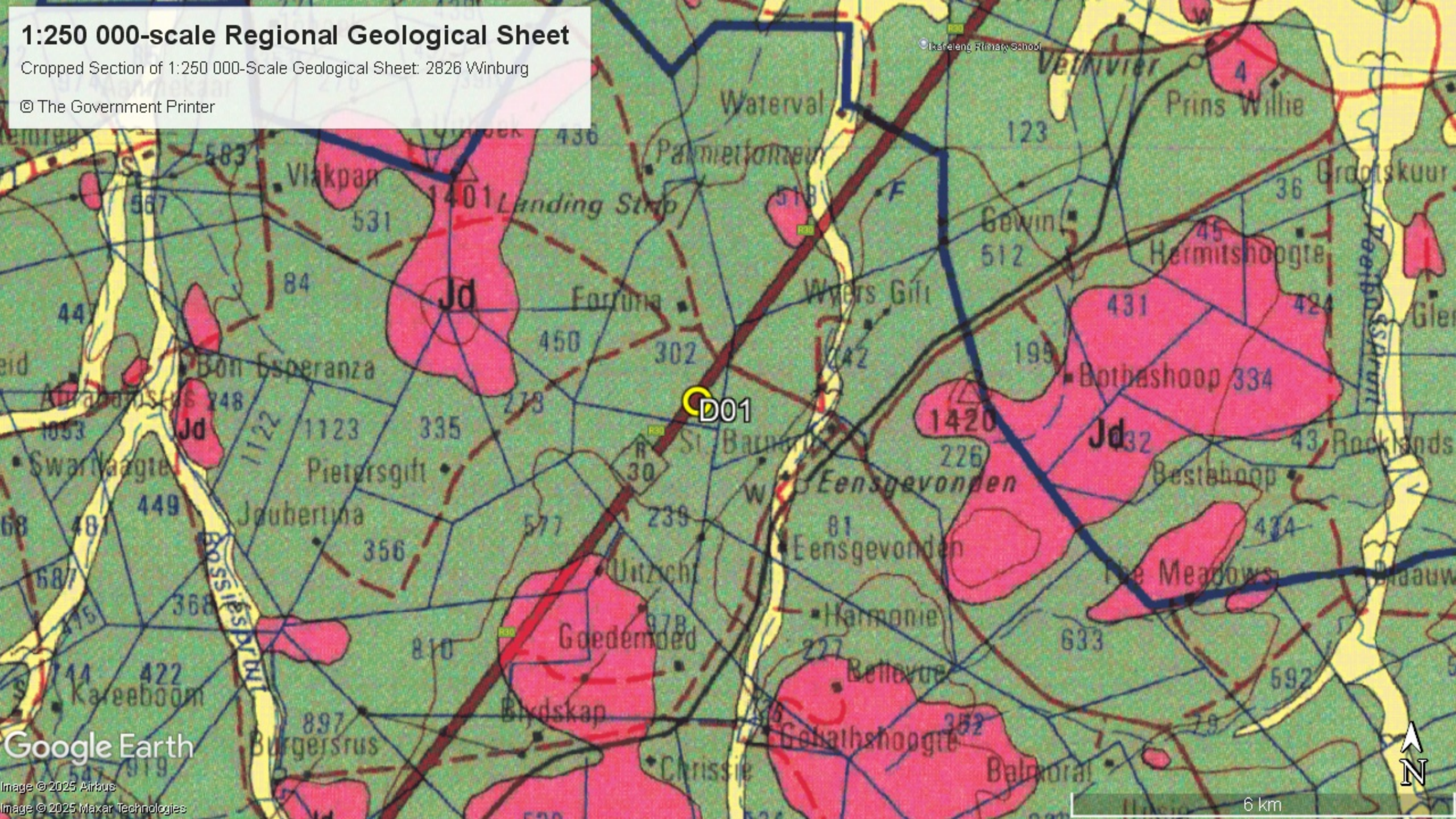
PROJECT DESCRIPTION
PERCUSSION AND CORE DRILLING SERVICES TO LOCATE , PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE - PACKAGE 4

DRAWING DESCRIPTION
LOCALITY PLAN
ALL D TARGETED SITES

Scale : 1 : 500 000
SHEET 1 OF 1

PROJECT NUMBER	X.004-049-2018/1RD-SS4B	
DRAWING LOCATION DATA	START	END
ROUTE	N1,N3,N5,N6,N8, R30 & R34	N1,N3,N5,N6,N8, R30 & R34
SECTION		
DRAWING km DISTANCE		
DRAWING TYPE		
BRIDGE/STRUCTURE No.		
CONSULTANT DRAWING No.	3410/D03	VER
SANRAL DOCUMENT #		V1

Annexure B: Geological Maps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Cropped Section of 1:250 000-Scale Geological Sheet: 2826 Winburg
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Waterval
Vetrivier
Prins Willie
Vlakpan
Landing Strip
Gewin
Hermitshoogte
Wyers Gift
Fortuna
Bon Esperanza
Bothashoop
Pietersgift
Eensgevonden
Bestehoop
Joubertina
Uitzicht
Harmonie
Goedemoed
Bellevue
Blydskap
Goliathshoogte
Burgersrus
Christie
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Swartlaagte
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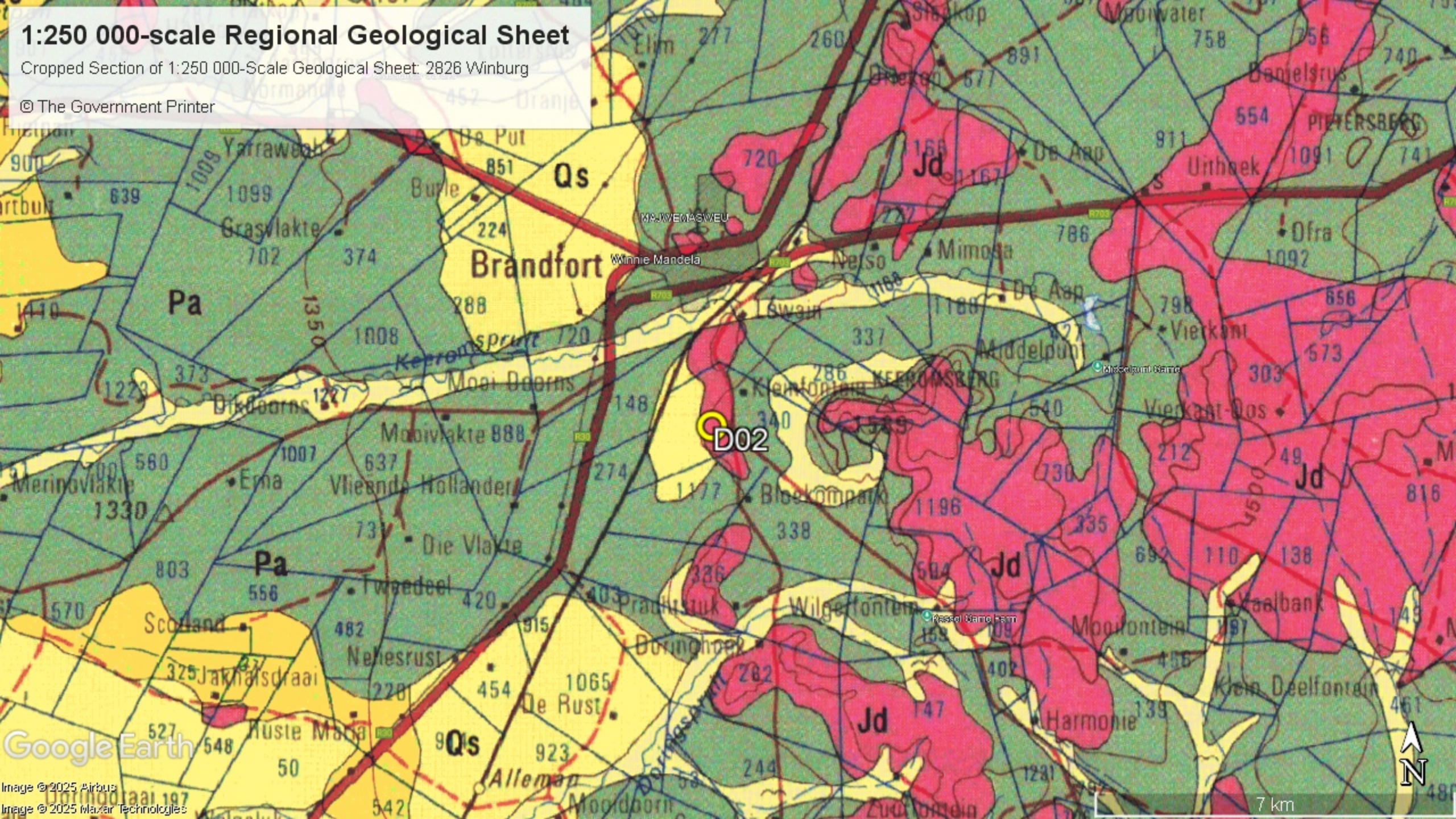
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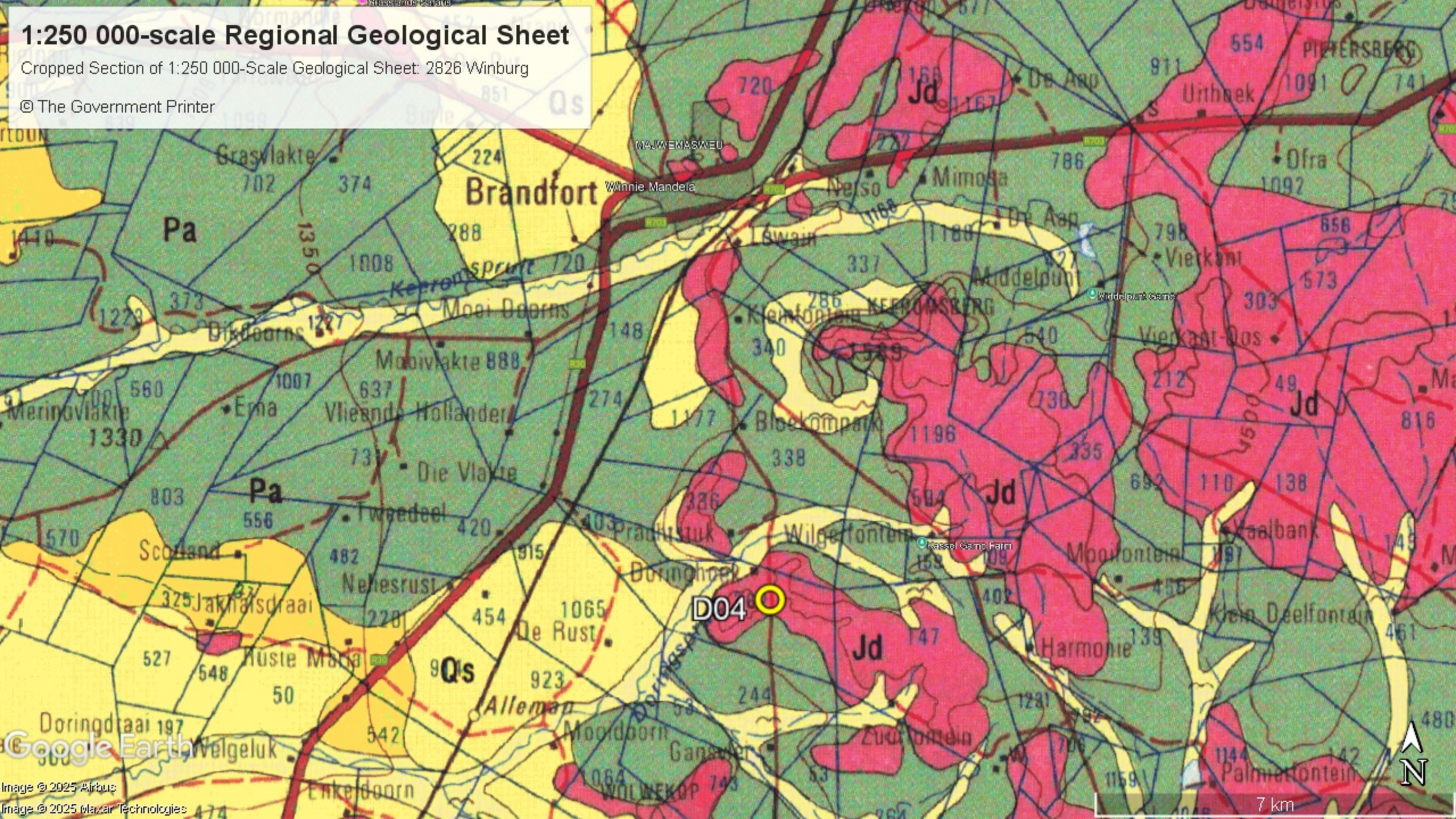
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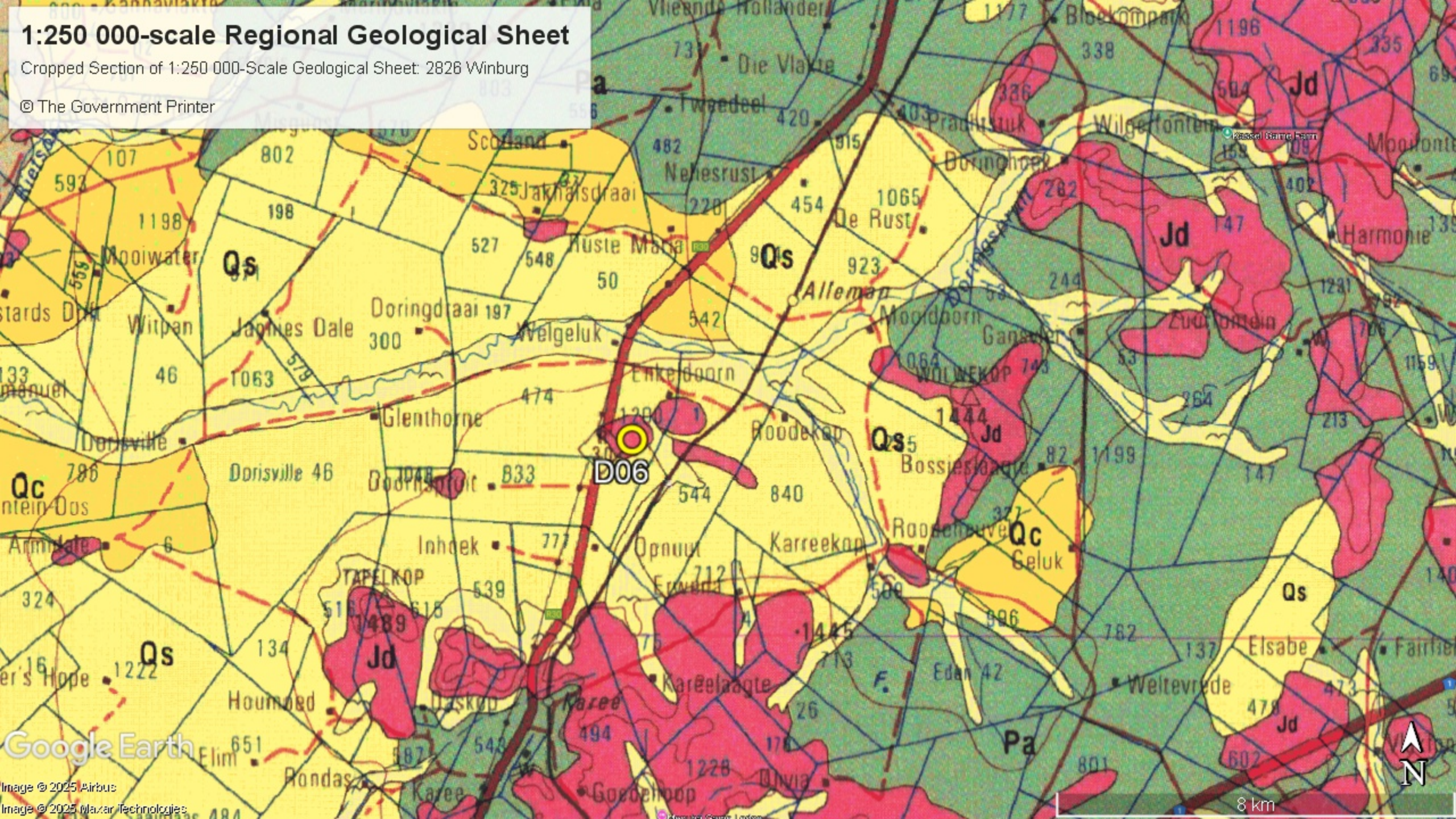

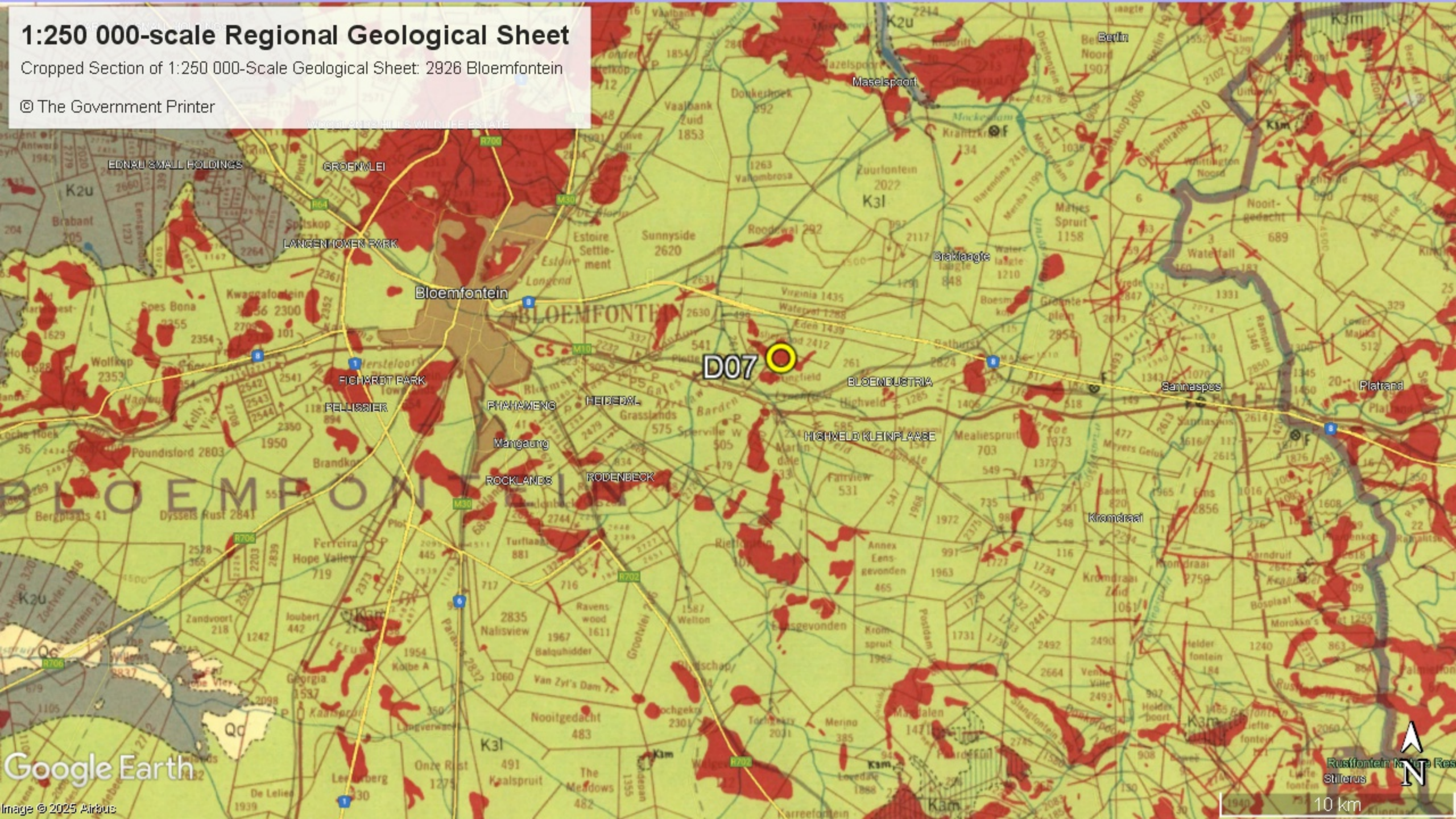
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Bloemfontein
BLOEMFONTEIN
GROENVLEI
LANGENHOVEN PARK
FICHARDT PARK
PELLISSIER
PHAHAMENG
HEIDEDAL
Mangaung
ROCKLANDS
RODENBECK
BLOEMDUSTRIA
HIGHVELD KLEINPLAASE
Sannaspos
Platrand
Kromdraai
Google Earth
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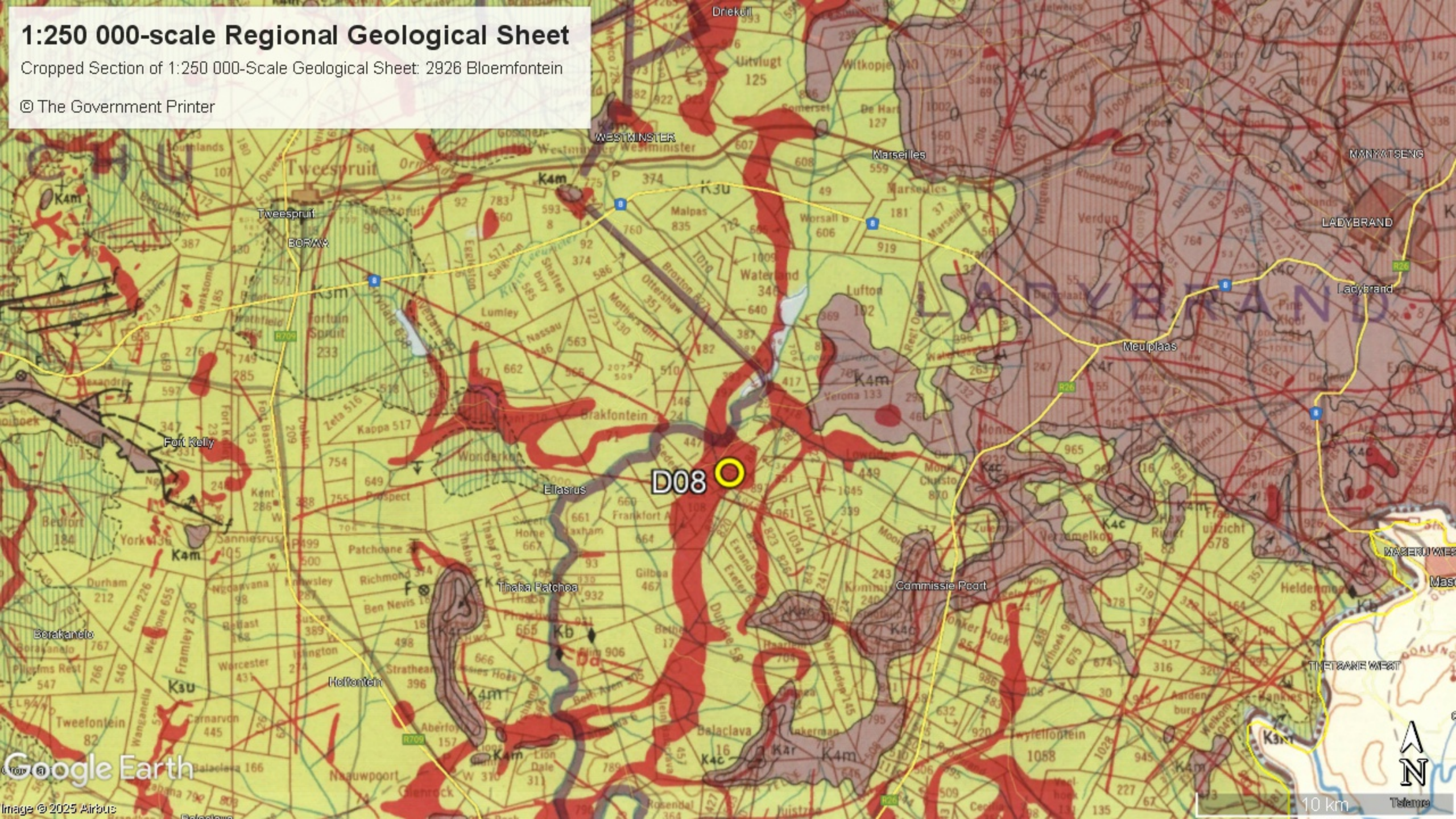

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Cropped Section of 1:250 000-Scale Geological Sheet: 2926 Bloemfontein

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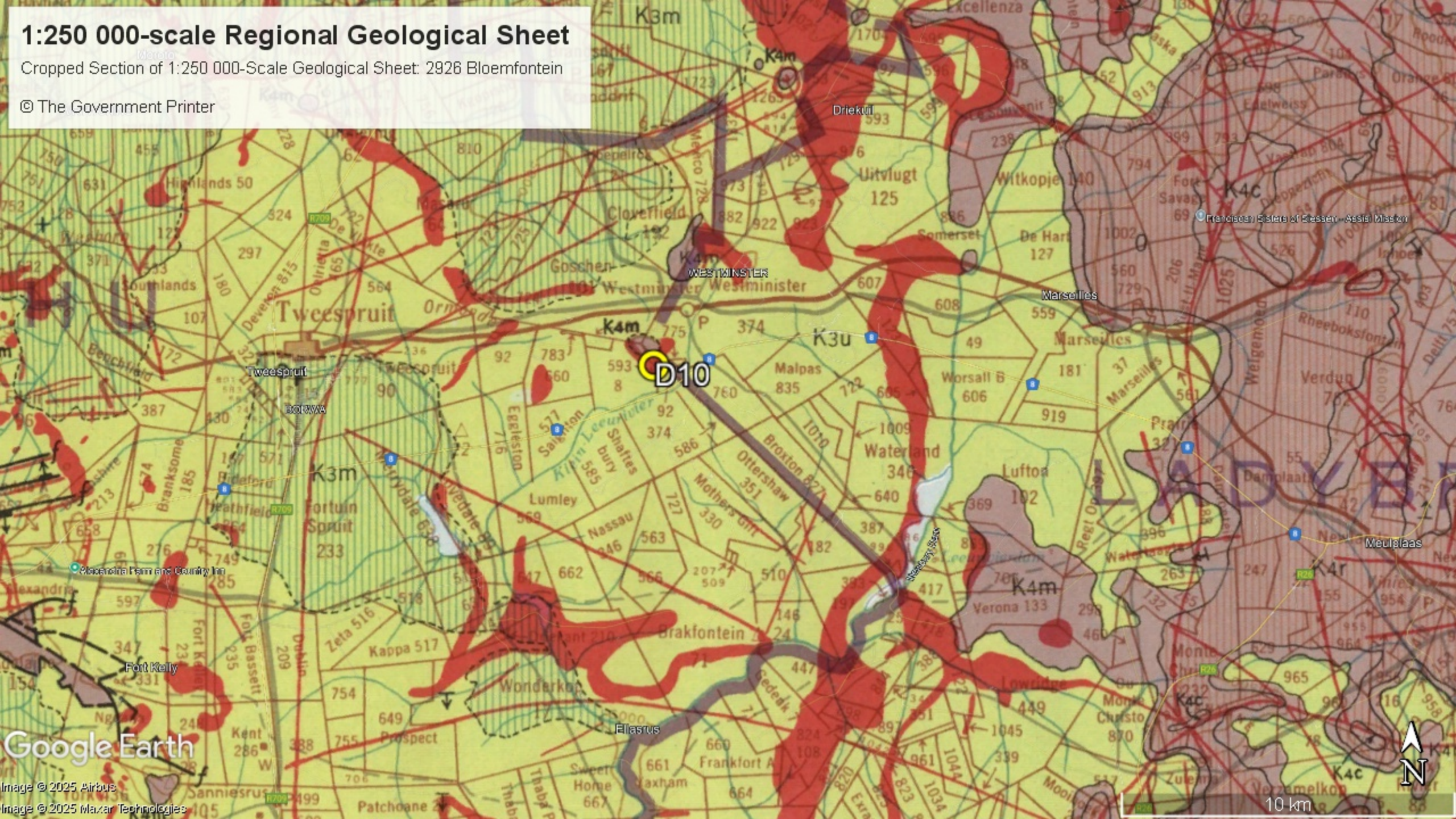


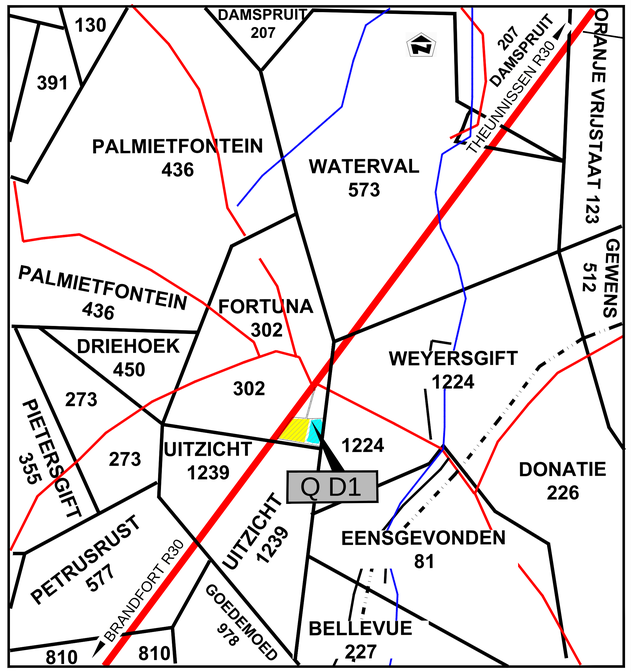
Annexure C: Site Layout Plans

OWNER	PROPERTY	ACCESS ROAD	STOCKPILE D1 BOUNDARY 1	HARD ROCK QUARRY D1 BOUNDARY 2	TOTAL COMPENSATION AREA
Mr.T.A.GROBBELAAR	FORTUNA 302	0.000 ha	9.796 ha	4.914 ha	18.804 ha

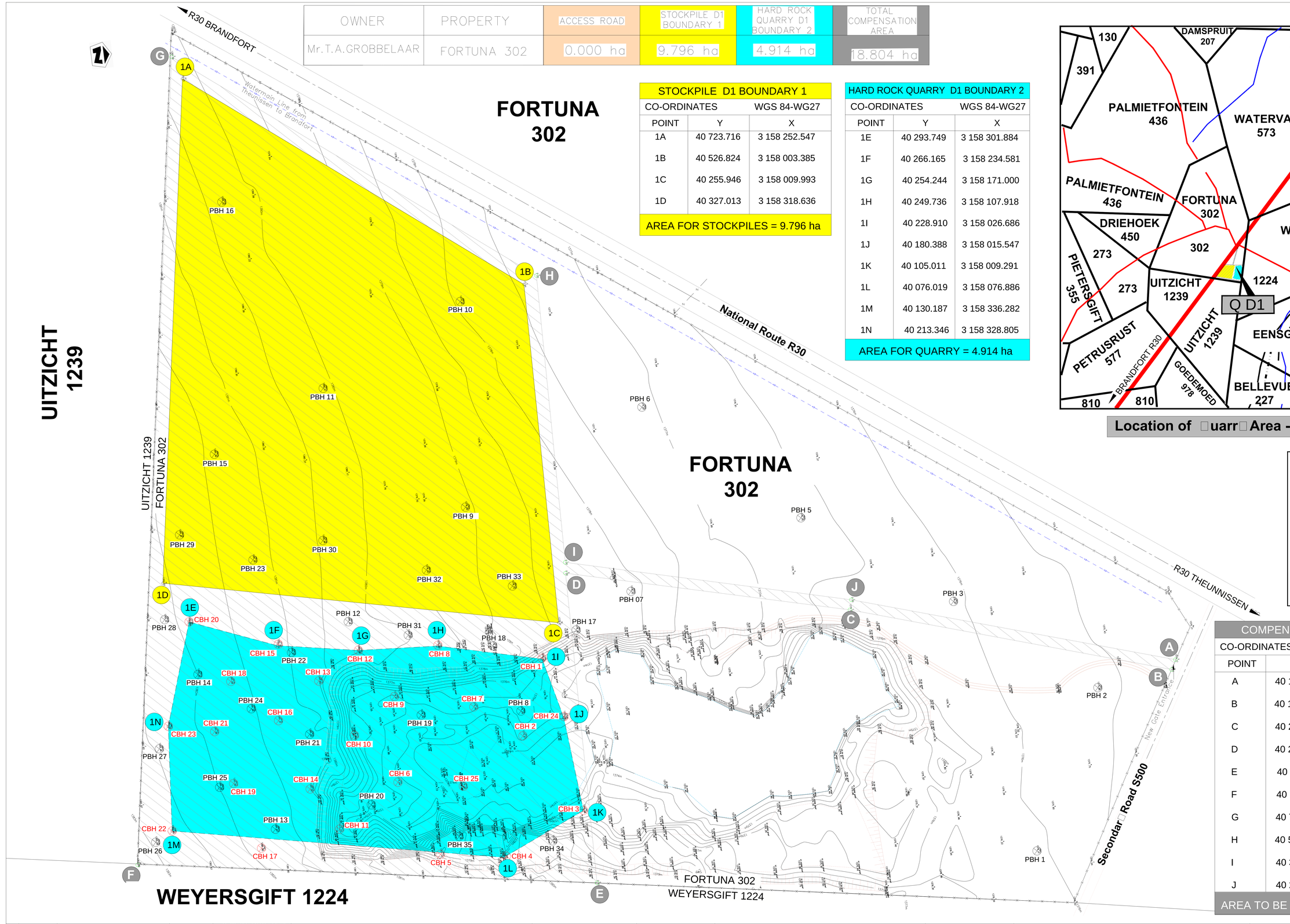
FORTUNA 302

STOCKPILE D1 BOUNDARY 1		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
1A	40 723.716	3 158 252.547
1B	40 526.824	3 158 003.385
1C	40 255.946	3 158 009.993
1D	40 327.013	3 158 318.636
AREA FOR STOCKPILES = 9.796 ha		

HARD ROCK QUARRY D1 BOUNDARY 2		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
1E	40 293.749	3 158 301.884
1F	40 266.165	3 158 234.581
1G	40 254.244	3 158 171.000
1H	40 249.736	3 158 107.918
1I	40 228.910	3 158 026.686
1J	40 180.388	3 158 015.547
1K	40 105.011	3 158 009.291
1L	40 076.019	3 158 076.886
1M	40 130.187	3 158 336.282
1N	40 213.346	3 158 328.805
AREA FOR QUARRY = 4.914 ha		



Location of Quarry Area - D1 (R30)



COMPENSATION AREA		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
A	40 164.814	3 157 526.425
B	40 157.383	3 157 530.459
C	40 236.870	3 157 778.616
D	40 294.433	3 157 999.598
E	40 046.512	3 158 005.829
F	40 106.879	3 158 366.884
G	40 742.195	3 158 258.909
H	40 532.607	3 157 992.674
I	40 303.033	3 157 998.717
J	40 244.669	3 157 776.476
AREA TO BE ACQUIRED = 18.804 ha		

LEGEND

- PERCUSSION BH
- CORE BORE HOLE
- STOCKPILE AREA BOUNDRY 1
- QUARRY AREA BOUNDRY 2
- TOTAL COMPENSATION AREA
- ACCESS ROAD
- BERM

No.	DATE	REVISION	CONSULT. ENG.
V1		ORIGINAL VERSION	J.H. PRETORIUS

CONSTRUCTION RECORD (AS BUILT)
WORKS CONTRACT ENGINEER
Name :
Prof. Reg. No. :
Date :
SANRAL PROJECT MANAGER
Name :
Date :

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KBK Engineers (Pty) Ltd
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DESIGNED BY	
NAME	C.E. SCHUTTE
Prof. Reg. No.	20180544
CHECKED BY	
NAME	J.H. PRETORIUS
Prof. Reg. No.	970461
DRAWN BY	
NAME	S.BRITZ

CONSULTANT APPROVAL
Name : J.H. PRETORIUS
Prof. Reg. No. : 970461
Date : August 2024

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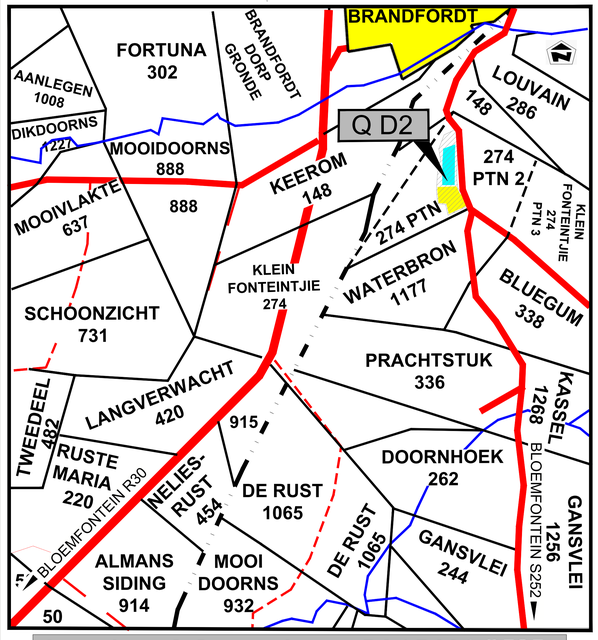
SANRAL SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD
BUILDING SOUTH AFRICA THROUGH BETTER ROADS

ACCEPTANCE
THIS ACCEPTANCE IS FOR PROCEDURAL AND ADMINISTRATIVE REVIEW PURPOSES ONLY AND DOES NOT ATTRACT LEGAL LIABILITY OR LIABILITY OF ANY KIND FROM WHATSOEVER CAUSE OR HOWEVER ARISING
for the SA NATIONAL ROADS AGENCY SOC LTD.
Date:

PROJECT DESCRIPTION
PERCUSSION AND CORE DRILLING SERVICES TO LOCATE , PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE - PACKAGE 4

DRAWING DESCRIPTION
HARD ROCK QUARRY - D01

PROJECT NUMBER	X.004-049-2018/1D-SS4B	
DRAWING LOCATION DATA	START	END
ROUTE	R30	R30
SECTION		
DRAWING km DISTANCE		
DRAWING TYPE	HARD ROCK QUARRY	
BRIDGE/STRUCTURE No.		
CONSULTANT DRAWING No.	3410/BP/D/01	VER
SANRAL DOCUMENT #		V1

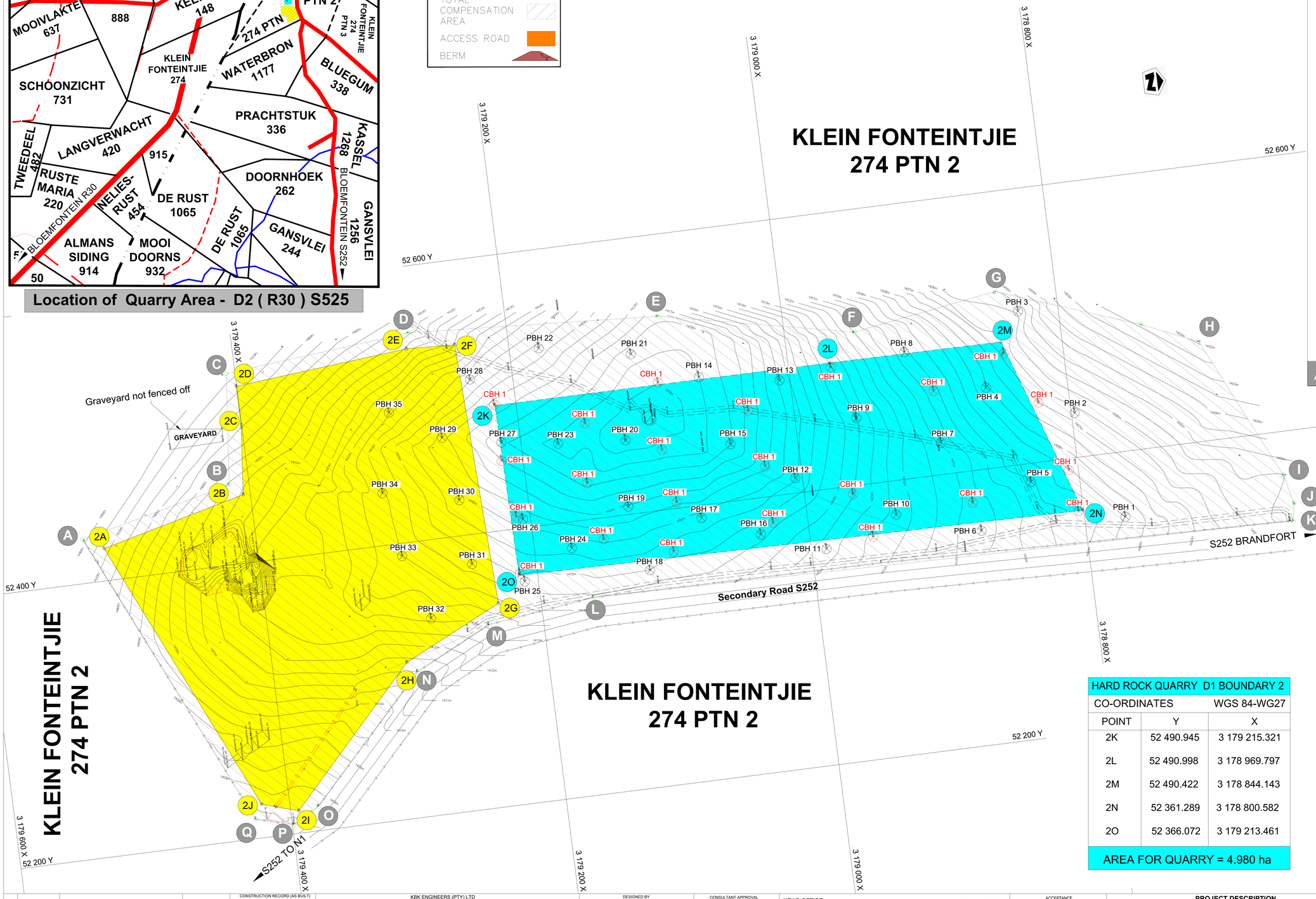


Location of Quarry Area - D2 (R30) S525

LEGEND

- PERCUSSION BH
- CORE BORE HOLE
- STOCKPILE AREA BOUNDRY 1
- QUARRY AREA BOUNDRY 2
- TOTAL COMPENSATION AREA
- ACCESS ROAD
- BERM

OWNER	PROPERTY	ACCESS ROAD	STOCKPILE D1 BOUNDARY 1	HARD ROCK QUARRY D1 BOUNDARY 2	TOTAL COMPENSATION AREA
S.W. COETZEE FAMILIE TRUST	KLEIN FONTEINTJIE 274 PTN 2	0.000 ha	5.537 ha	4.980 ha	16.100 ha



COMPENSATION AREA		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
A	52 431.930	3 179 525.280
B	52 458.504	3 179 414.656
C	52 538.689	3 179 406.412
D	52 551.453	3 179 271.236
E	52 540.456	3 179 089.452
F	52 511.019	3 178 949.222
G	52 527.023	3 178 843.589
H	52 472.579	3 178 701.524
I	52 368.465	3 178 652.624
J	52 347.319	3 178 647.526
K	52 334.342	3 178 649.681
L	52 343.334	3 179 161.370
M	52 333.313	3 179 239.324
N	52 305.632	3 179 295.916
O	52 217.546	3 179 379.635
P	52 216.158	3 179 394.178
Q	52 224.424	3 179 420.393

AREA TO BE ACQUIRED = 16.100 ha

STOCKPILE D1 BOUNDARY 1		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
2A	52 423.513	3 179 510.609
2B	52 449.727	3 179 405.278
2C	52 498.457	3 179 400.430
2D	52 528.607	3 179 400.319
2E	52 540.061	3 179 274.088
2F	52 538.526	3 179 238.781
2G	52 347.703	3 179 230.987
2H	52 313.459	3 179 302.546
2I	52 216.158	3 179 394.178
2J	52 224.424	3 179 420.393

AREA FOR STOCKPILES = 5.537 ha

HARD ROCK QUARRY D1 BOUNDARY 2		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
2K	52 490.945	3 179 215.321
2L	52 490.998	3 178 969.797
2M	52 490.422	3 178 844.143
2N	52 361.289	3 178 800.582
2O	52 366.072	3 179 213.461

AREA FOR QUARRY = 4.980 ha

No.	DATE	REVISION	CONSULT. ENG.
V1		ORIGINAL VERSION	J.H. PRETORIUS

CONSTRUCTION RECORD (AS BUILT)
WORKS CONTRACT ENGINEER
Name :
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Date :
SANRAL PROJECT MANAGER
Name :
Date :

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CHECKED BY
NAME J.H. PRETORIUS
Prof. Reg. No. 970461
DRAWN BY
NAME S.BRITZ

CONSULTANT APPROVAL
Name : J.H. PRETORIUS
Prof. Reg. No. : 970461
Date : August 2024

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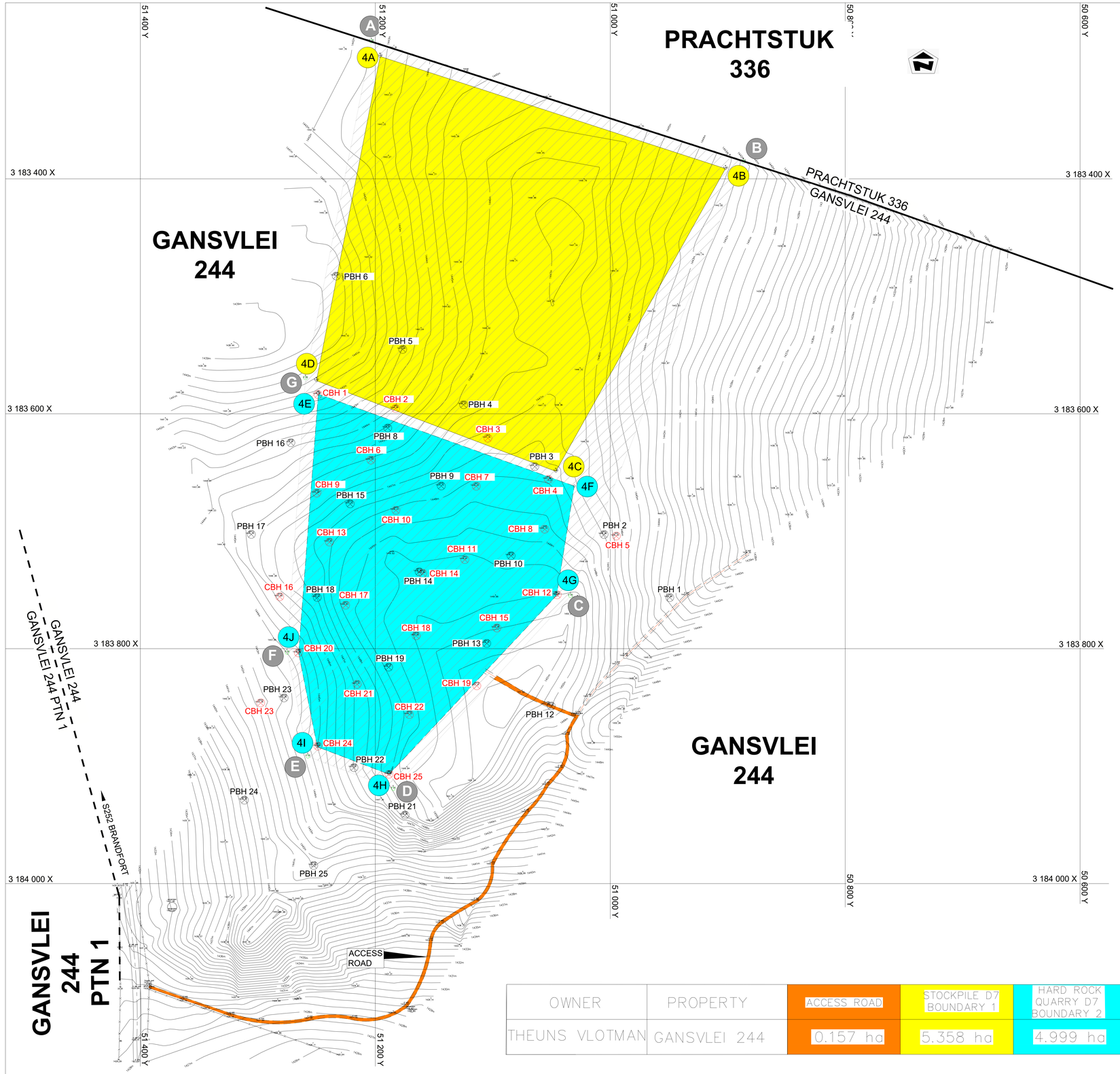
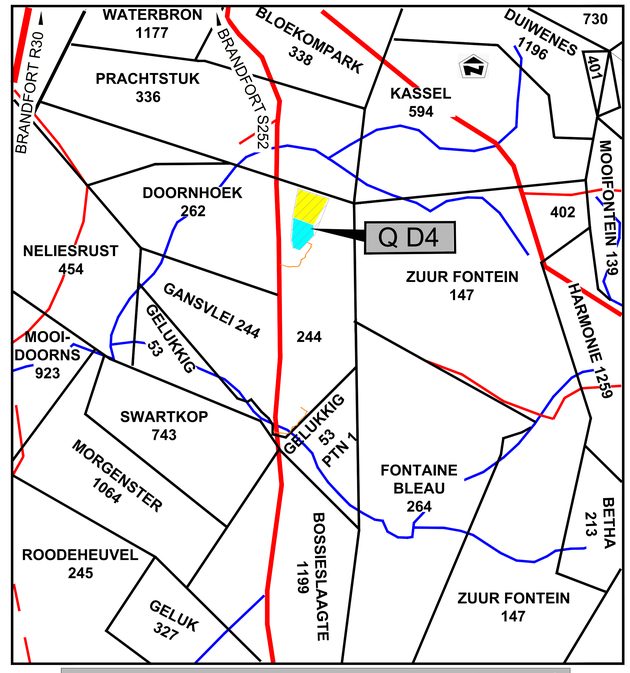
PROJECT DESCRIPTION
PERCUSSION AND CORE DRILLING SERVICES TO LOCATE , PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE - PACKAGE 4

DRAWING DESCRIPTION
HARD ROCK QUARRY - D02

PROJECT NUMBER	X.004-049-2018/1D-SS4B	
DRAWING LOCATION DATA	START	END
ROUTE	R30	R30
SECTION		
DRAWING km DISTANCE		
DRAWING TYPE	HARD ROCK QUARRY	
BRIDGE/STRUCTURE No.		
CONSULTANT DRAWING No.	3410/BP/D/02	VER
SANRAL DOCUMENT #		V1





Location of Quarry Area - D4 R30(S252)

HARD ROCK QUARRY D4 BOUNDARY 2		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
4E	51 248.558	3 183 583.290
4F	51 030.669	3 183 661.553
4G	51 045.712	3 183 754.734
4H	51 188.408	3 183 906.897
4I	51 249.366	3 183 883.576
4J	51 265.289	3 183 803.705
AREA FOR QUARRY = 4.999 ha		

STOCKPILE D4 BOUNDARY 1		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
4A	51 195.951	3 183 295.780
4B	50 901.900	3 183 391.373
4C	51 046.328	3 183 649.058
4D	51 250.155	3 183 571.822
AREA FOR STOCKPILES = 5.358 ha		

COMPENSATION AREA		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
A	51 203.389	3 183 282.916
B	50 886.587	3 183 385.307
C	51 033.939	3 183 755.094
D	51 184.794	3 183 919.341
E	51 257.451	3 183 891.787
F	51 275.166	3 183 803.326
G	51 259.529	3 183 569.612
AREA TO BE ACQUIRED = 11.459 ha		

LEGEND

- PERCUSSION BH
- CORE BORE HOLE
- STOCKPILE AREA BOUNDRY 1
- QUARRY AREA BOUNDRY 2
- TOTAL COMPENSATION AREA
- ACCESS ROAD
- BERM

OWNER	PROPERTY	ACCESS ROAD	STOCKPILE D7 BOUNDARY 1	HARD ROCK QUARRY D7 BOUNDARY 2	TOTAL COMPENSATION AREA
THEUNS VLOTMAN	GANSVLEI 244	0.157 ha	5.358 ha	4.999 ha	11.459 ha

No.	DATE	REVISION	CONSULT. ENG.
V1		ORIGINAL VERSION	J.H. PRETORIUS

CONSTRUCTION RECORD (AS BUILT)
WORKS CONTRACT ENGINEER
Name :
Prof. Reg. No. :
Date :
SANRAL PROJECT MANAGER
Name :
Date :

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NAME	C.E. SCHUTTE
Prof. Reg. No.	20180544
CHECKED BY	
NAME	J.H. PRETORIUS
Prof. Reg. No.	970461
DRAWN BY	
NAME	S.BRITZ

CONSULTANT APPROVAL
Name : J.H. PRETORIUS
Prof. Reg. No. : 970461
Date : August 2024

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Date:

PROJECT DESCRIPTION
PERCUSSION AND CORE DRILLING SERVICES TO LOCATE , PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE - PACKAGE 4

DRAWING DESCRIPTION
HARD ROCK QUARRY - D04

PROJECT NUMBER	X.004-049-2018/1D-SS4B	
DRAWING LOCATION DATA	START	END
ROUTE	R30	R30
SECTION		
DRAWING km DISTANCE		
DRAWING TYPE	HARD ROCK QUARRY	
BRIDGE/STRUCTURE No.		
CONSULTANT DRAWING No.	3410/BP/D/04	VER
SANRAL DOCUMENT #		V1

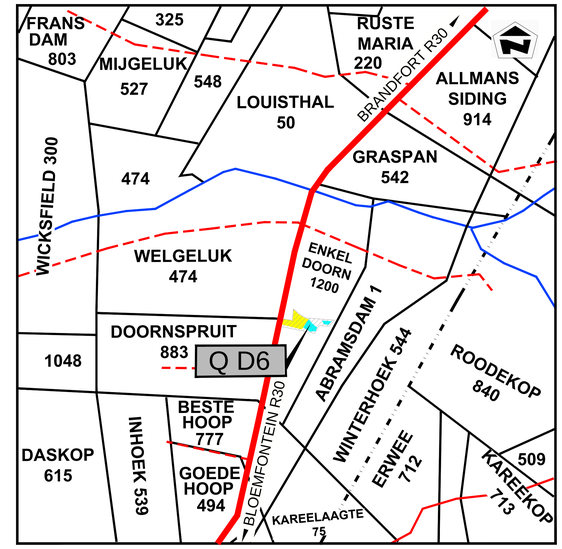
COMPENSATION AREA		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
A	60 874.857	3 188 835.541
B	60 678.147	3 188 874.069
C	60 655.073	3 188 662.011
D	60 545.543	3 188 758.383
E	60 429.755	3 188 828.024
F	59 895.311	3 188 871.180
G	60 002.576	3 188 981.856
H	60 129.330	3 188 962.435
I	60 261.892	3 189 111.322
J	60 902.690	3 188 958.936
AREA TO BE ACQUIRED = 18.883 ha		

STOCKPILE D6 BOUNDARY 1		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
6A	60 867.785	3 188 847.015
6B	60 667.316	3 188 886.134
6C	60 647.270	3 188 683.159
6D	60 552.186	3 188 768.359
6E	60 438.448	3 188 838.662
6F	60 378.412	3 188 849.868
6G	60 503.078	3 189 038.434
6H	60 887.779	3 188 943.603
AREA FOR STOCKPILES = 8.051 ha		

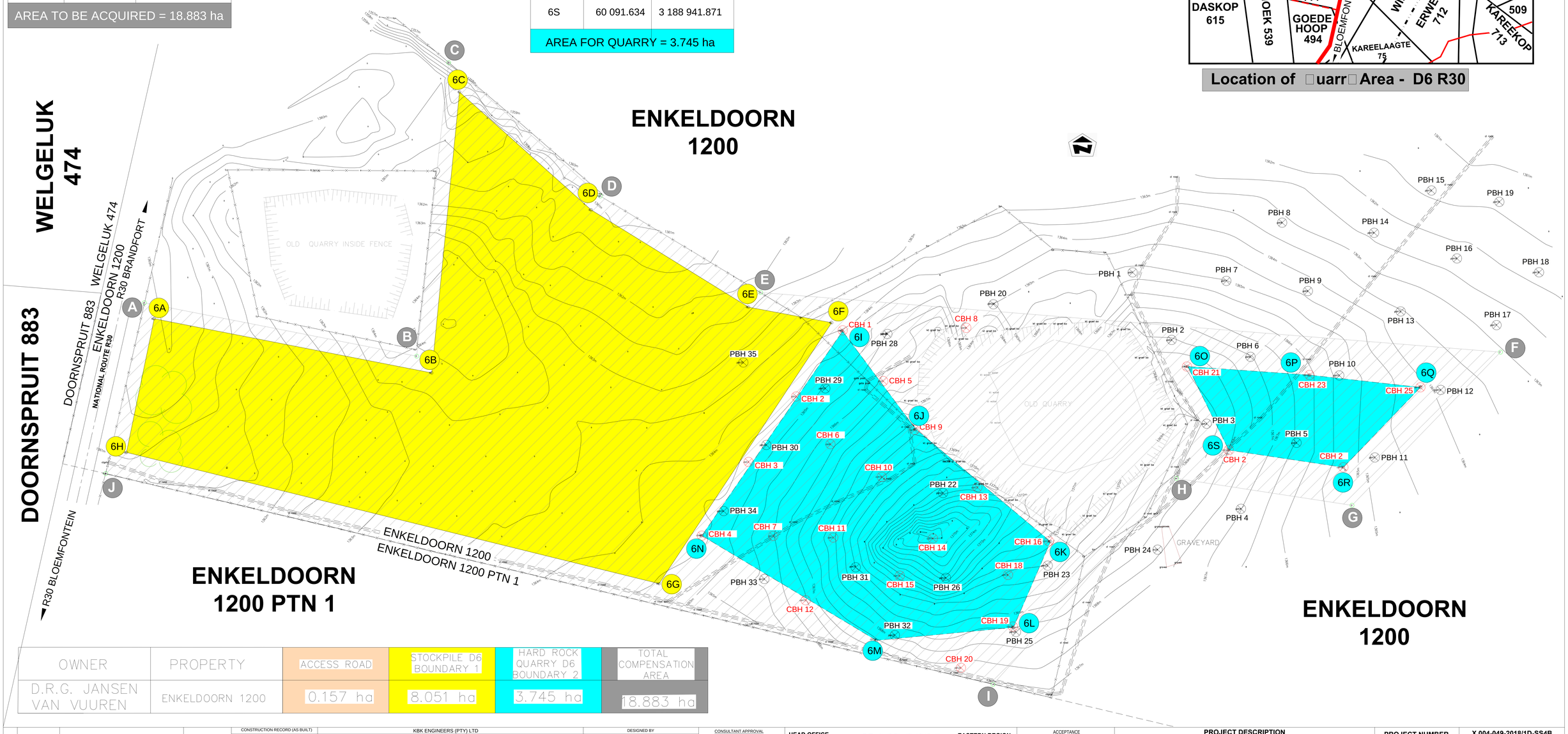
HARD ROCK QUARRY D6 BOUNDARY 2		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
6I	60 370.536	3 188 856.017
6J	60 317.699	3 188 926.797
6K	60 220.388	3 189 008.029
6L	60 247.117	3 189 070.048
6M	60 346.099	3 189 079.445
6N	60 472.162	3 189 003.755
6O	60 121.205	3 188 881.523
6P	60 033.251	3 188 887.715
6Q	59 953.174	3 188 896.609
6R	60 008.805	3 188 954.393
6S	60 091.634	3 188 941.871
AREA FOR QUARRY = 3.745 ha		

LEGEND

- PERCUSSION BH
- CORE BORE HOLE
- STOCKPILE AREA BOUNDRY 1
- QUARRY AREA BOUNDRY 2
- TOTAL COMPENSATION AREA
- ACCESS ROAD
- BERM



Location of Quarry Area - D6 R30



OWNER	PROPERTY	ACCESS ROAD	STOCKPILE D6 BOUNDARY 1	HARD ROCK QUARRY D6 BOUNDARY 2	TOTAL COMPENSATION AREA
D.R.G. JANSEN VAN VUUREN	ENKELDOORN 1200	0.157 ha	8.051 ha	3.745 ha	18.883 ha

No.	DATE	REVISION	CONSULT. ENG.
V1		ORIGINAL VERSION	J.H. PRETORIUS

CONSTRUCTION RECORD (AS BUILT)
WORKS CONTRACT ENGINEER
Name :
Prof. Reg. No. :
Date :
SANRAL PROJECT MANAGER
Name :
Date :

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DESIGNED BY
NAME C.E. SCHUTTE
Prof. Reg. No. 20180544
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NAME J.H. PRETORIUS
Prof. Reg. No. 970461
DRAWN BY
NAME S.BRITZ

CONSULTANT APPROVAL
Name : J.H. PRETORIUS
Prof. Reg. No. : 970461
Date : August 2024

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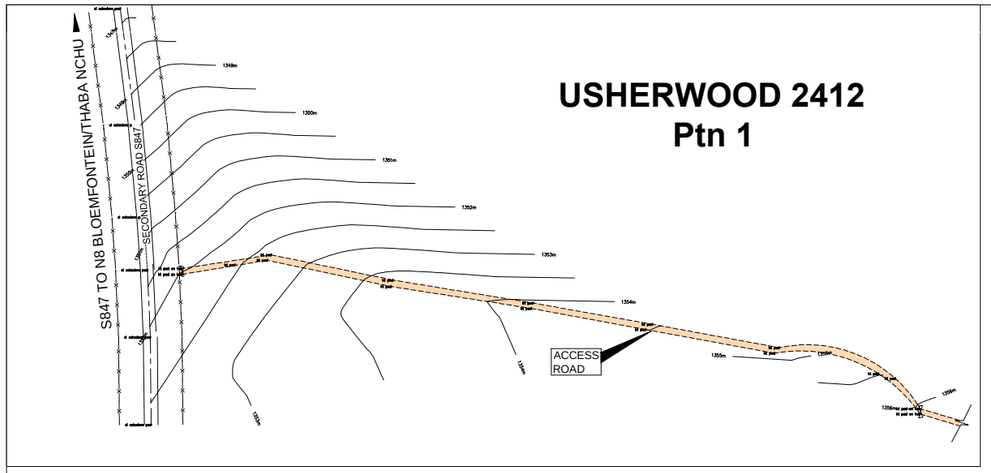
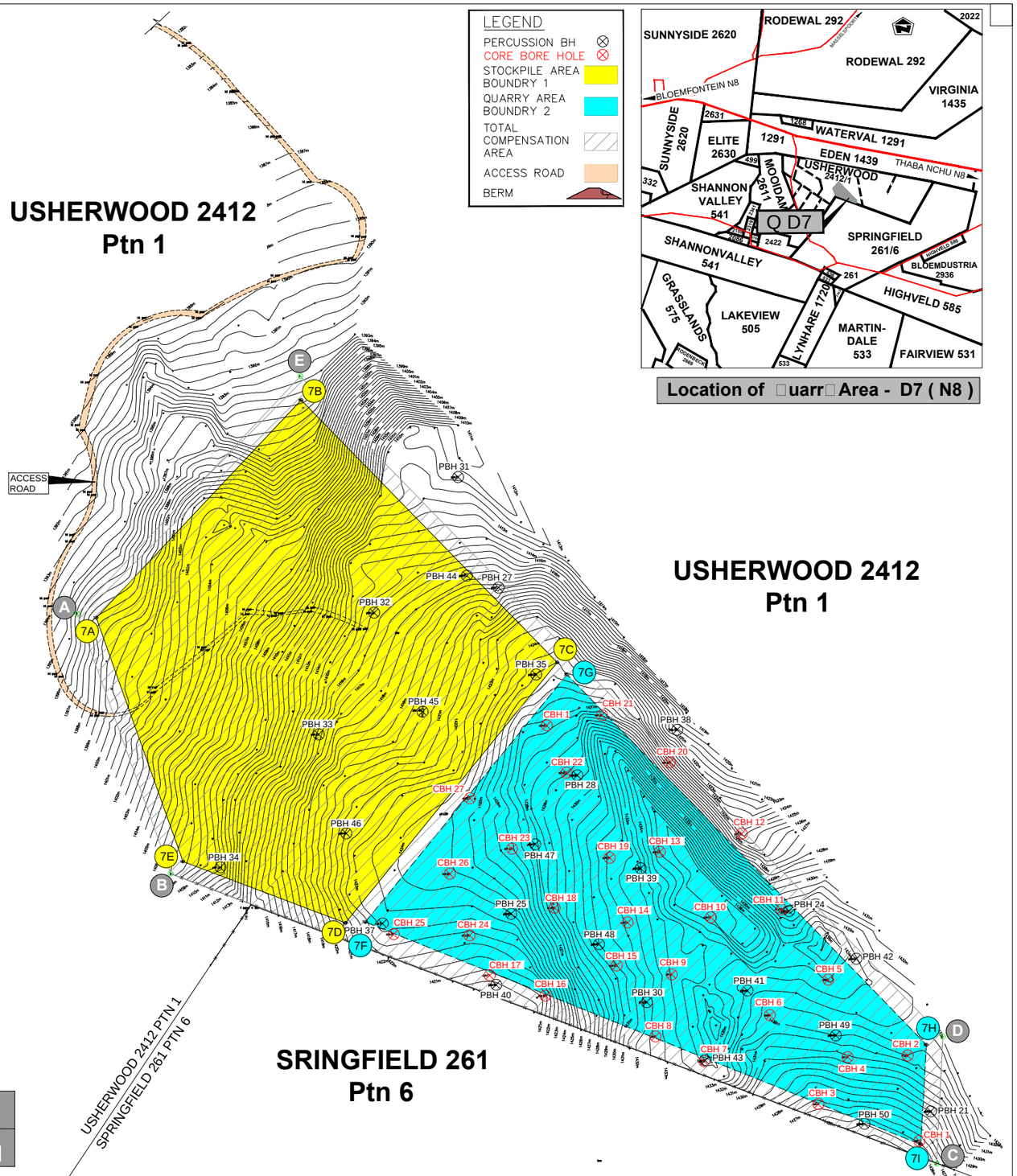
DRAWING DESCRIPTION
HARD ROCK QUARRY - D06

PROJECT NUMBER	X.004-049-2018/1D-SS4B	
DRAWING LOCATION DATA	START	END
ROUTE	R30	R30
SECTION		
DRAWING km DISTANCE		
DRAWING TYPE	HARD ROCK QUARRY	
BRIDGE/STRUCTURE No.		
CONSULTANT DRAWING No.	3410/BP/D/06	VER
SANRAL DOCUMENT #		V1





LEGEND

- PERCUSSION BH
- CORE BORE HOLE
- STOCKPILE AREA BOUNDRY 1
- QUARRY AREA BOUNDRY 2
- TOTAL COMPENSATION AREA
- ACCESS ROAD
- BERM

Location of Quarry Area - D7 (N8)

STOCKPILE D7 BOUNDARY 1		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
7A	63 152.726	3 224 295.374
7B	63 024.350	3 224 159.154
7C	62 864.076	3 224 323.351
7D	62 996.635	3 224 486.501
7E	63 098.343	3 224 448.066
AREA FOR STOCKPILES = 5.358 ha		

HARD ROCK QUARRY D7 BOUNDARY 2		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
7F	62 984.174	3 224 485.896
7G	62 857.890	3 224 330.982
7H	62 632.774	3 224 562.765
7I	62 636.303	3 224 625.123
AREA FOR QUARRY = 4.316 ha		

COMPENSATION AREA		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
A	63 164.537	3 224 292.858
B	63 106.103	3 224 455.641
C	62 626.455	3 224 637.199
D	62 622.533	3 224 557.585
E	63 024.9183	3 224 144.219
AREA TO BE ACQUIRED = 11.459 ha		

OWNER	PROPERTY	ACCESS ROAD	STOCKPILE D7 BOUNDARY 1	HARD ROCK QUARRY D7 BOUNDARY 2	TOTAL COMPENSATION AREA
Mr. H.L. HO	USHERWOOD 2412 PTN 1	0.625 ha	5.358 ha	4.316 ha	11.459 ha

No.	DATE	REVISION	CONSULT. ENG.
V1		ORIGINAL VERSION	J.H. PRETORIUS

CONSTRUCTION RECORD (AS BUILT)
WORKS CONTRACT ENGINEER
Name :
Prof. Reg. No. :
Date :
SANRAL PROJECT MANAGER
Name :
Date :

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Tel: (012) 844 8000

SANRAL
BUILDING SOUTH AFRICA THROUGH BETTER ROADS

EASTERN REGION
58 Van Eck Place
Mkondeni
PIETERMARITZBURG
3200

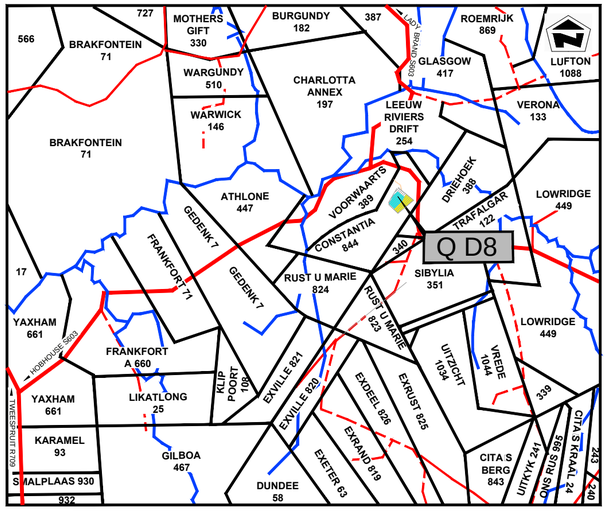
PO Box 100410
Scottsville
3209
Tel: (033) 392 8100

ACCEPTANCE
THIS ACCEPTANCE IS FOR PROCEDURAL AND ADMINISTRATIVE REVIEW PURPOSES ONLY AND DOES NOT ATTRACT LEGAL LIABILITY OR LIABILITY OF ANY KIND FROM WHATSOEVER CAUSE OR HOWEVER ARISING
for the SA NATIONAL ROADS AGENCY SOC LTD.
Date:

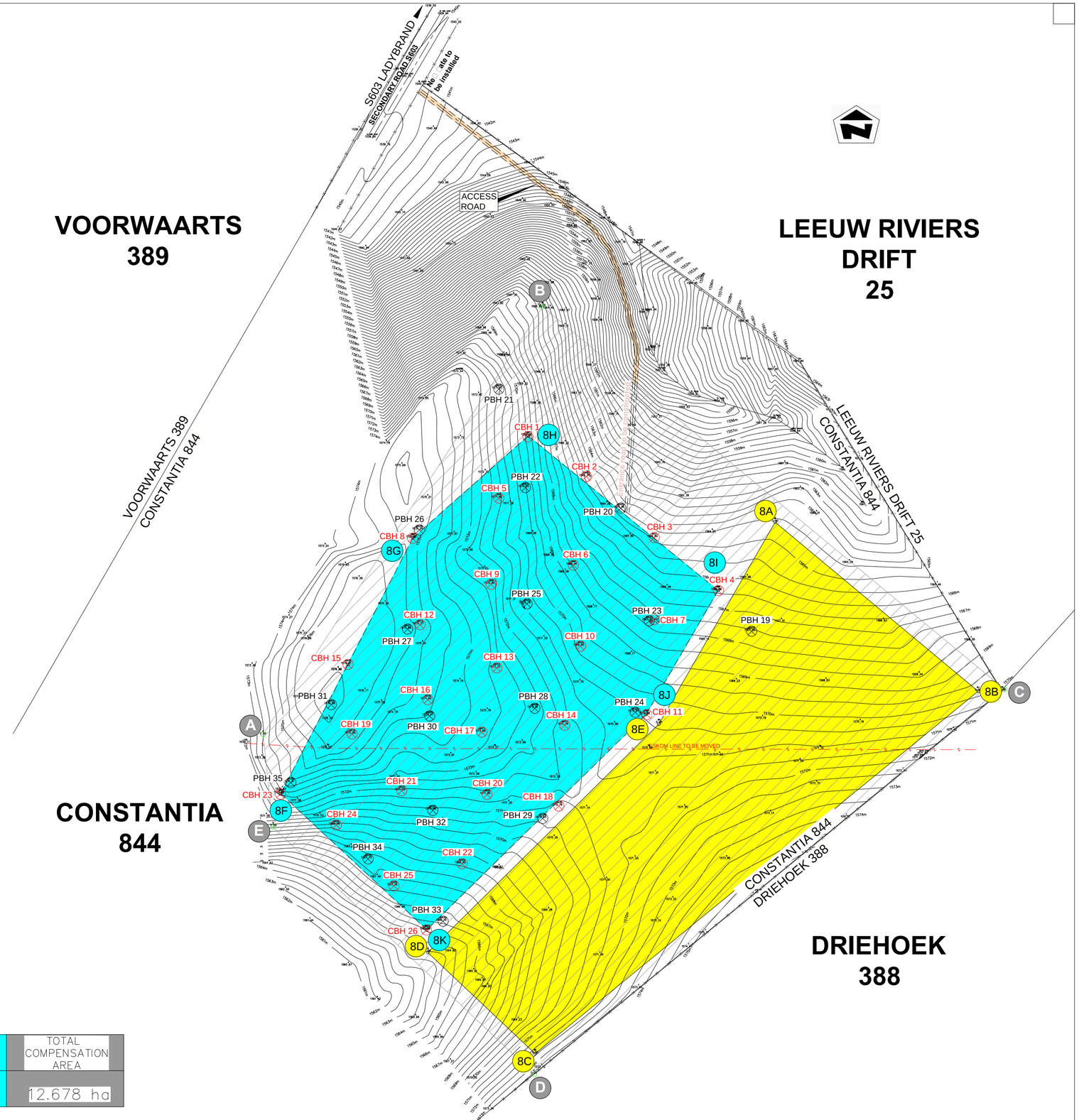
PROJECT DESCRIPTION
PERCUSSION AND CORE DRILLING SERVICES TO LOCATE , PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE - PACKAGE 4

DRAWING DESCRIPTION
HARD ROCK QUARRY - D07

PROJECT NUMBER	X.004-049-2018/1D-SS4B		
DRAWING LOCATION DATA	START	END	
ROUTE	N8	N8	
SECTION			
DRAWING km DISTANCE			
DRAWING TYPE	HARD ROCK QUARRY		
BRIDGE/STRUCTURE No.			
CONSULTANT DRAWING No.	3410/BP/D/D07		VER
SANRAL DOCUMENT #			V1



Location of Quarry Area - D8 (N8) S603



VOORWAARTS 389

LEEUW RIVIERS DRIFT 25

CONSTANTIA 844

DRIEHOEK 388

STOCKPILE D8 BOUNDARY 1		
CO-ORDINATES	WGS 84-WG27	
POINT	Y	X
8A	-19 251.583	3 239 749.041
8B	-19 384.527	3 239 859.795
8C	-19 094.352	3 240 097.294
8D	-19 024.045	3 240 030.991
8E	-19 175.368	3 239 881.229
AREA FOR STOCKPILES = 4.502 ha		

LEGEND

- PERCUSSION BH
- CORE BORE HOLE
- STOCKPILE AREA BOUNDRY 1
- QUARRY AREA BOUNDRY 2
- TOTAL COMPENSATION AREA
- ACCESS ROAD
- BERM

COMPENSATION AREA		
CO-ORDINATES	WGS 84-WG27	
POINT	Y	X
A	-18 916.152	3 239 888.079
B	-19 099.179	3 239 607.913
C	-19 401.992	3 239 858.630
D	-19 093.896	3 240 110.866
E	-18 922.555	3 239 948.787
AREA TO BE ACQUIRED = 12.678 ha		

HARD ROCK QUARRY D8 BOUNDARY 2		
CO-ORDINATES	WGS 84-WG27	
POINT	Y	X
8F	-18 927.671	3 239 926.844
8G	-19 014.256	3 239 759.283
8H	-19 089.765	3 239 692.508
8I	-19 214.119	3 239 793.790
8J	-19 167.069	3 239 874.920
8K	-19 023.414	3 240 016.082
AREA FOR QUARRY = 4.374 ha		

OWNER	PROPERTY	ACCESS ROAD	STOCKPILE D6 BOUNDARY 1	HARD ROCK QUARRY D6 BOUNDARY 2	TOTAL COMPENSATION AREA
JJ VAN DEN BERG (AGNES PHAROE)	CONSTANTIA 844	0.076 ha	4.502 ha	4.374 ha	12.678 ha

No.	DATE	REVISION	CONSULT. ENG.
V1		ORIGINAL VERSION	J.H. PRETORIUS

CONSTRUCTION RECORD (AS BUILT)
WORKS CONTRACT ENGINEER
Name :
Prof. Reg. No. :
Date :
SANRAL PROJECT MANAGER
Name :
Date :

KBK ENGINEERS (PTY) LTD
KBK Engineers (Pty) Ltd
Suite 1 Block A
63 Topsy Smith Street
Langenhovenpark
Bloemfontein
9330
Tel: (051) 451-1027
PO Box 26305, Langenhovenpark , 9330

DESIGNED BY
NAME: C.E. SCHUTTE
Prof. Reg. No.: 20180544
CHECKED BY
NAME: J.H. PRETORIUS
Prof. Reg. No.: 970461
DRAWN BY
NAME: S.BRITZ

CONSULTANT APPROVAL
Name : J.H. PRETORIUS
Prof. Reg. No. : 970461
Date : August 2024

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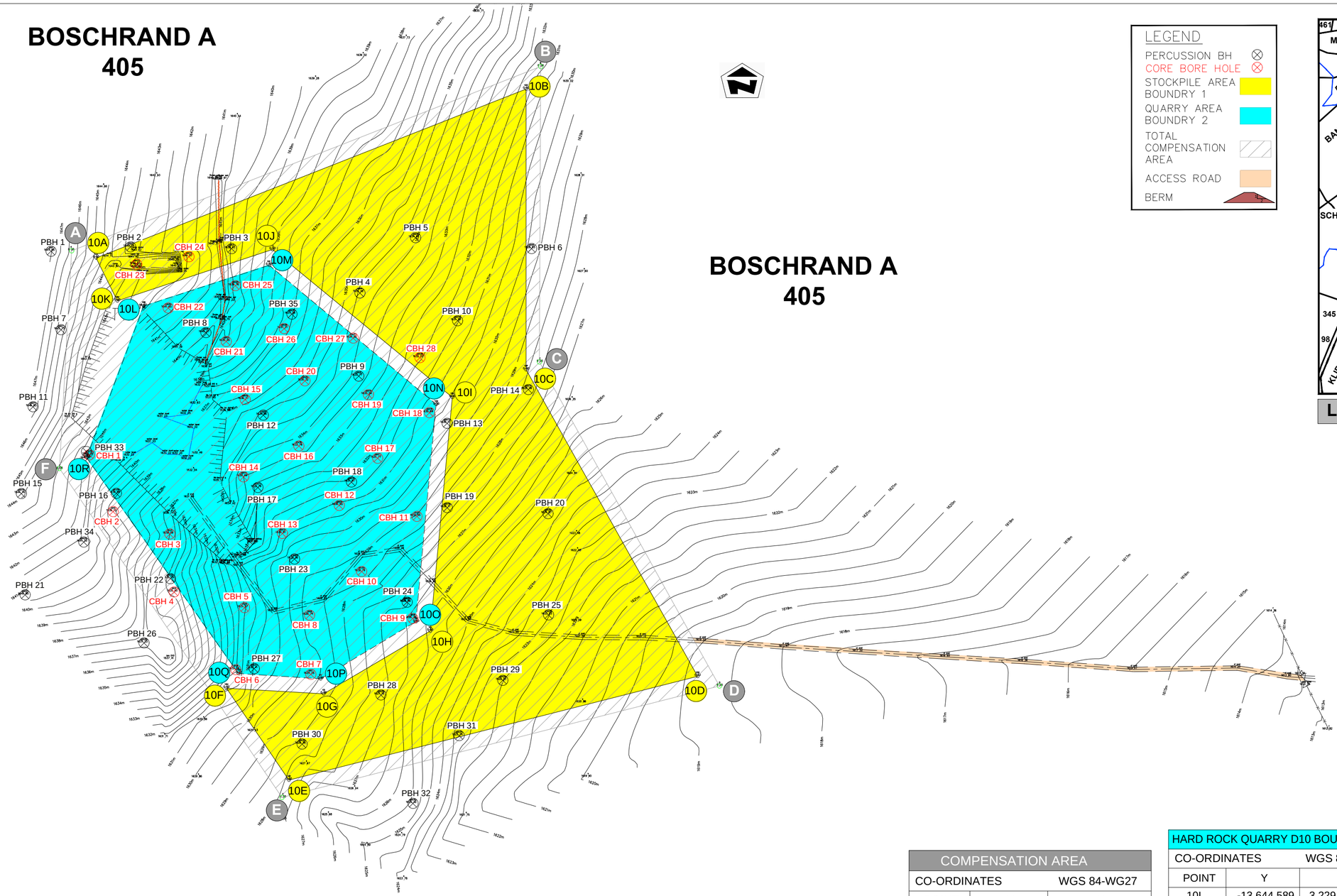
PROJECT DESCRIPTION
PERCUSSION AND CORE DRILLING SERVICES TO LOCATE , PROSPECT AND SECURE MATERIAL SOURCES ALONG THE NATIONAL ROUTES IN THE PROVINCE OF THE FREE STATE - PACKAGE 4

DRAWING DESCRIPTION
HARD ROCK QUARRY - D08

PROJECT NUMBER	X.004-049-2018/1D-SS4B	
DRAWING LOCATION DATA	START	END
ROUTE	N8	N8
SECTION		
DRAWING km DISTANCE		
DRAWING TYPE	HARD ROCK QUARRY	
BRIDGE/STRUCTURE No.		
CONSULTANT DRAWING No.	3410/BP/D/08	VER V1
SANRAL DOCUMENT #		

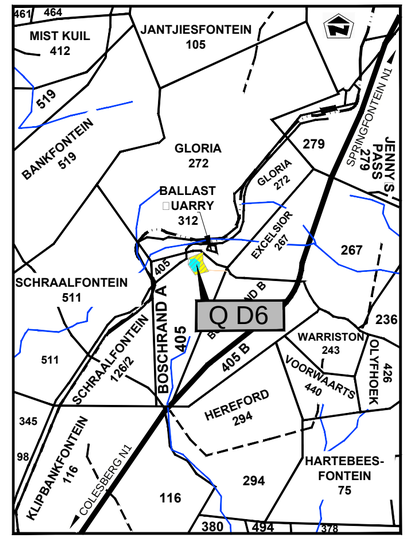
BOSCHRAND A 405



BOSCHRAND A
405

LEGEND

- PERCUSSION BH
- CORE BORE HOLE
- STOCKPILE AREA BOUNDRY 1
- QUARRY AREA BOUNDRY 2
- TOTAL COMPENSATION AREA
- ACCESS ROAD
- BERM



Location of Quarry Area - D10 N1

COMPENSATION AREA		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
A	-13 596.575	3 229 551.206
B	-13 908.928	3 229 428.487
C	-13 908.134	3 229 625.261
D	-14 027.944	3 229 841.078
E	-13 736.657	3 229 915.291
F	-13 588.464	3 229 696.142

AREA TO BE ACQUIRED = 12.972 ha

HARD ROCK QUARRY D10 BOUNDARY 2		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
10L	-13 644.589	3 229 587.966
10M	-13 728.165	3 229 560.812
10N	-13 839.326	3 229 653.420
10O	-13 825.866	3 229 798.179
10P	-13 762.391	3 229 836.265
10Q	-13 707.692	3 229 832.738
10R	-13 606.423	3 229 684.975

AREA FOR QUARRY = 4.445 ha

STOCKPILE D10 BOUNDARY 1		
CO-ORDINATES		WGS 84-WG27
POINT	Y	X
10A	-13 612.890	3 229 555.994
10B	-13 899.236	3 229 443.502
10C	-13 899.236	3 229 630.402
10D	-14 013.491	3 229 834.581
10E	-13 741.252	3 229 903.699
10F	-13 699.675	3 229 842.496
10G	-13 764.404	3 229 846.258
10H	-13 835.386	3 229 804.411
10I	-13 850.101	3 229 648.778
10J	-13 730.320	3 229 550.352
10K	-13 626.996	3 229 584.558

AREA FOR STOCKPILES = 6.068 ha

OWNER	PROPERTY	ACCESS ROAD	STOCKPILE D10 BOUNDARY 1	HARD ROCK QUARRY D10 BOUNDARY 2	TOTAL COMPENSATION AREA
NJZ KRUGER	BOSCHRAND A 405	0.123 ha	6.068 ha	4.445 ha	12.972 ha

No.	DATE	REVISION	CONSULT. ENG.
V1		ORIGINAL VERSION	J.H. PRETORIUS

CONSTRUCTION RECORD (AS BUILT)
WORKS CONTRACT ENGINEER
Name :
Prof. Reg. No. :
Date :
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DRAWING DESCRIPTION
HARD ROCK QUARRY - D10

PROJECT NUMBER	X.004-049-2018/1D-SS4B	
DRAWING LOCATION DATA	START	END
ROUTE	N1	N1
SECTION		
DRAWING km DISTANCE		
DRAWING TYPE	HARD ROCK QUARRY	
BRIDGE/STRUCTURE No.		
CONSULTANT DRAWING No.	3410/BP/D/10	VER
SANRAL DOCUMENT #		V1