

**SANRAL**  
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg.No. 1998/000584/30  
BUILDING SOUTH AFRICA  
THROUGH BETTER ROADS

# **THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED**

**CONTRACT SANRAL X.005-068-2025/1**

**FOR CONSULTING ENGINEERING SERVICES  
FOR THE OPERATIONS AND MANAGEMENT OF  
ROAD INCIDENT MANAGEMENT SYSTEMS AND  
ROAD SAFETY AUDITS IN THE WESTERN CAPE  
PROVINCE**

BASE DATE: MAY 2024

TENDER DOCUMENT

VOLUME 1  
BOOK 2 of 3

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

NAME OF TENDERER: .....

Set sequential number



# **THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED**

**CONTRACT SANRAL X005-068-2025/1**

**CONSULTING ENGINEERING SERVICES FOR THE  
OPERATIONS AND MANAGEMENT OF ROAD INCIDENT  
MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE  
WESTERN CAPE PROVINCE**

THIS DOCUMENT COMPILED BY:

The Regional Manager Western Region  
The South African National Roads Agency SOC Ltd  
01 Havenga street  
Oakdale  
Bellville  
7530  
Tel: (021) 957 4600

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

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**CONTRACT SANRAL X.005-068-2025/1**

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF  
ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE WESTERN  
CAPE PROVINCE

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**Notes to tenderer**

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

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

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

#### **Note to tenderer:**

**If a tenderer submits an alternative offer, but:**

- i) permission was not granted, where applicable: or**
  - ii) a postulated offer is not submitted,**
- the tender shall be declared a non-responsive tender offer.**

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

Sir,

#### **CONTRACT SANRAL NRA X.005-068-2025/1:**

**CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF  
ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE WESTERN  
CAPE PROVINCE**

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

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

#### **A. PRICE OFFERED**

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

.....

..... (in words)

(R ..... in figures)

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

#### **B. PREFERENCE CLAIMED**

I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule Form D1: Tenderer's B-BBEE Verification Certificate subject to Tender Data C.3.11.8. In the event of any difference between the above stated status level and the Verification Certificate attached to Form D1, the Verification Certificate shall apply.

You may accept this offer by signing and returning to the tenderer one copy of the acceptance part of the forms of offer and acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the service provider 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 fraud, corruption and misrepresentation.

Yours faithfully

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

NAME (IN CAPITALS): .....

CAPACITY: .....

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

Certificate of Authority for signature: .....

NAME AND ADDRESS OF ORGANISATION: .....

.....

NAME AND SIGNATURE OF WITNESSES:

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

NAME (IN CAPITALS): .....

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

NAME (IN CAPITALS): .....

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

#### **FORM OF ACCEPTANCE**

To (*Name of successful tenderer*)

Dear Sir,

#### **CONTRACT SANRAL X005-069-2025/1**

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE NORTHERN CAPE PROVINCE

#### **ACCEPTANCE OF OFFER**

1. It is our pleasure to inform you that the South African National Roads Agency SOC Ltd (the Employer) accepts your (*select if applicable corrected/corrected alternative/alternative*) offer in the amount of R..... (i.e. including VAT but excluding CPA and any contingent sum not in the priced schedule).
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,  
Part C4: Site Information and  
Part C5: Annexure  
  
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 qualifications included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. (*If no deviation state "There are no deviations, qualifications or changes to the documents."*) Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.
5. Notwithstanding the need to agree the mandate required by Section 37 of the Occupational Health and Safety Act (Act 85 of 1993), a pro-forma of which is attached for your reference, we hereby appoint you as our Agent in terms of Regulation 5(5) of the Construction Regulations, GNR 84 of 2014.
6. In terms of the Employer's Supply Chain Management (SCM) Policy for Infrastructure Procurement and Delivery Management we hereby appoint you as a member/technical advisor of the following committees:
  - (i) Procurement Documentation Committee and
  - (ii) Bid Evaluation Committee (BEC).
7. A SARS compliance check has been done on you and you are found to be (*compliant or non-compliant*).
8. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:
  - (i) Proof of insurance in terms of the information provided in the Contract Data and clause 5.4 of the General Conditions of Contract. Proof of validity of insured cover shall be provided on a monthly basis until contract completion.

- (ii) Completed Form of Banking Details which is attached hereto (Form C.1.1.4).
- (iii) Completed Tax Compliance Permission Declaration which is attached hereto (Form C.1.1.5).
- (iv) Proof of registration on the Employer's Project Information Module (ITIS).
- (v) Proof that your OHS Specialist is registered with the South African Council for Project and Construction Management Professions (SACPCMP) as a **Professional Construction HSE Agent** for the Design Phase and as a **Construction HSE Manager or a Professional Construction HSE Agent** for the Construction Phase.
- (vi) Copy of the Joint Venture Agreement.

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 to be determined by us, but not less than twelve (12) months, from the date of tender closure.

9. The effective date of the contract shall be the date of this Form of Acceptance unless you, within seven (7) calendar days of the effective date, notify us in writing of any justification why you cannot accept the contents of this agreement.
10. The commencement date of the performance of the service shall be in August 2024.
11. The project hand-over meeting is held, which shall not be later than 28 August 2024.
12. The tenderer must register an account on SAP Ariba before the hand over meeting. The link and information to register the Ariba account is provided below:  
<https://www.nra.co.za/sap-ariba>  
[Contractsupplierenablement@nra.co.za](mailto:Contractsupplierenablement@nra.co.za) or [procurementwr5@sanral.co.za](mailto:procurementwr5@sanral.co.za) for queries related to SAP-Ariba registration.
13. 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.
14. The approved Key Persons for this project are:

Key Positions	Name
Project Leader.....	.....
Design Specialist: Road Safety Engineering	.....

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

NAME (IN CAPITALS): .....

CAPACITY: **REGIONAL MANAGER**

EMPLOYER'S NAME AND ADDRESS: **South African National Roads Agency SOC Limited**  
 01 Havenga Street  
 Oakdale  
 Bellville  
 7530

NAME AND SIGNATURE OF WITNESSES:

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

NAME (IN CAPITALS): .....

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

NAME (IN CAPITALS): .....

AUTHORITY TO ACT:

### C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

#### Schedule of deviations

##### Notes:

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

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

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

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

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

#### **C1.1.4 FORM OF BANKING DETAILS**

**Notes to Tenderer:**

1. The Employer applies an Electronic Funds Transfer system for all payments.
2. If you are already registered as a vendor with the Employer, you are not required to submit the documentation as per note 3.
3. If you are not registered as a vendor with the Employer, you are required to supply:
  - a completed SANRAL Vendor Application Form (a copy of the Application Form is provided below)

## APPLICATION FOR VENDOR REGISTRATION

Vat Reg: 4220186250

Vendor Name as per Company Registration

<b>Joint Venture (JV)</b>	Yes	NO	*If yes provide JV agreement
---------------------------	-----	----	------------------------------

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

<b>Tel No.</b>		<b>Fax No.</b>	
----------------	--	----------------	--

<b>Company Registration number</b>	<b>BBBEE Status Level</b>

<b>Income Tax Number</b>	<b>Vat Registration number</b>

<b>CSD Registration number</b>	<b>CSD unique code</b>

**THIS SECTION MUST BE COMPLETED FOR ALL ELECTRONIC PAYMENTS**

**Name of bank**

--

<b>Account number</b>	<b>Account Type</b>
	Current

<b>Branch name</b>	<b>Branch Code</b>

**Applicant's Authorisation Officer: PRINT NAME**

--

**Applicant's Authorisation Officer: SIGNATURE**

--

**The following documentation must be submitted with this form:**

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

**All of the above should be posted or preferably hand delivered to the appropriate office as indicated:**

<input type="checkbox"/>	Head Office: <a href="mailto:ProcurementHO@nra.co.za">ProcurementHO@nra.co.za</a>
<input type="checkbox"/>	Northern Region: <a href="mailto:ProcurementNR@nra.co.za">ProcurementNR@nra.co.za</a>
<input type="checkbox"/>	Eastern Region: <a href="mailto:ProcurementER@nra.co.za">ProcurementER@nra.co.za</a>
<input type="checkbox"/>	Southern Region: <a href="mailto:ProcurementSR@nra.co.za">ProcurementSR@nra.co.za</a>
<input checked="" type="checkbox"/>	Western Region: <a href="mailto:ProcurementWR@nra.co.za">ProcurementWR@nra.co.za</a>

<b>OFFICIAL USE ONLY</b>
--------------------------

**Region:**

<b>HO</b>	<b>NR</b>	<b>ER</b>	<b>SR</b>	<b>WR</b> <b>X</b>
-----------	-----------	-----------	-----------	-----------------------

**Type of vendor:**

<b>CONTRACT</b>	<b>SUNDRY</b>	<b>PERSONNEL</b>
-----------------	---------------	------------------

**Status of vendor:**

<b>NEW</b>	<b>CHANGE</b>	<b>BLOCK</b>	<b>UNBLOCK:</b> <b>REASON</b>
------------	---------------	--------------	----------------------------------

**AUTHORISING OFFICER REGION:**

**AUTHORISING OFFICER HO:**

--	--

**VENDOR NUMBER ALLOCATED:**

**REFER TO EXISTING  
VENDOR NUMBER**

--

--

SERVICE PROVIDER'S  
LETTER HEAD AND  
ADDRESS

Date

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

Attention: Chief Financial Officer

Dear Madam

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

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

Account Name:

Bank:

Branch Name:

Branch Code:

Account No:

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

Kind Regards

Signature : .....

Name: .....

Designation: .....

ID number: .....

### **C1.1.5 TAX COMPLIANCE PERMISSION DECLARATION**

#### **Note to Tenderer:**

**In terms of National Treasury Instruction No 3 of 2017/2018 with reference to the Public Finance Management Act, 1999 (Act No 1 of 1999) and Regulations, the Service Provider and sub-contractors are required to provide the employer with written confirmation to access the SARS Electronic Tax Compliance Status (TCS) system to verify and continuously track the tax compliance status of all persons conducting business with the State.**

The Service Provider shall complete the declaration below.

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

In addition, the Service Provider shall obtain written consent from each of its sub-contractors,  
undisclosed principals and partners involved in this contract confirming that SARS may, on an ongoing  
basis during the contract term disclose the sub-contractors' tax compliance status to the Employer. 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

#### Note to tenderer:

1. The legislated Standard Conditions of Contract for Professional Services (as published and amended from time to time by the Construction Industry Development Board) are included together with SANRAL's special conditions of contract where the former is shown in standard format and SANRAL's amendments (i.e. special conditions) shown in *italics*. SANRAL's special conditions of contract 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 appointed in terms of the Occupational Health and Safety Act No. 85 of 1993, including the relevant Regulations.*

**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).*

**Construction monitoring/ supervision**

*The process of managing and co-ordinating the Works Contract and over-seeing and/or inspecting the Works in accordance with the Employer's requirements.*

**Consulting Engineering Firm**

*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, and does not engage in or is not a subsidiary or holding company that engages in manufacturing or construction and is not in substance owned by the State or a similar public body or is not in substance the design department of a development, manufacturing or construction enterprise.*

**Contract**

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

**Contract Data**

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

**Contractor**

The contracting party named as contractor in the Letter of Tender of the Works Contract accepted by the Employer.

**Contract Price**

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

**Day**

A calendar day.

**Defect**

A part of the Services, 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.

**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 Empowerment Act, 2003 (Act No 53 of 2003).*

**Employer**

*The contracting party named in the Contract who employs the Service Provider.*

**Engineer**

The natural or juristic person, partnership, Incorporated Company, Propriety Limited Company or Close Corporation appointed in writing by the Employer for the construction monitoring and management of the engineering Works undertaken by the Contractor.

**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 Services.

**Others**

Persons or organizations who are not the Employer, the Service Provider or any employee, Sub-contractor, or supplier of the Service Provider.

**Parties**

The Employer and the 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 within which the Services are to be performed and completed.

**Personnel**

Persons hired by the Service Provider as employees and assigned to the performance of the Services 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 Services are to be provided.

**QSE**

*QSE is a Qualifying Small Business Enterprise in terms of a code of good practice on black economic empowerment issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003).*

**Scope of Work**

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

**Service Provider**

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

**Services**

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

**Sub-contractor**

A person or body corporate who enters into a sub-contract with the Service Provider to perform part of the Services.

**Targeted Enterprise**

A registered Consulting Engineering Firm who is an EME (BEP)\* or QSE (BEP)\*, contracted by the Service Provider to perform a specified percentage of work stated in the Contract Data under his guidance and which complies with the following:

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

\* NOTE: All references to EME, QSE, B-BBEE status are in terms of the amended Construction Sector Codes published in Notice 931 of 2017 in Government Gazette No 41287 on 1 December 2017.

**Technical Proposal**

*The Key Persons proposed by the Service Provider to undertake the respective functions/duties as defined under the Contract.*

**Works or Works Contract**

That project or part of a project that the employer wishes to have delivered and for which the service provider has been appointed for the performance of the services specified in this contract.

**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 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail
- 2.4 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 Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price.

### **3.3 Language**

- 3.3.1 The language of the Contract and of all communications between the Parties shall be English.
- 3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

### **3.4 Notices**

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

### **3.5 Location**

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

### **3.6 Publicity and publication**

Unless otherwise agreed, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, 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 Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services. *No variation shall have any force or effect unless reduced to writing and signed by both Parties.*
- 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change

in the Contract Price, shall be agreed in writing between the Service Provider and the Employer, *prior to the change being implemented.*

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

### **3.9 Sole agreement**

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

### **3.10 Indemnification**

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

### **3.11 Penalty**

- 3.11.1 In the event that due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer 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 Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:
- a) terminate the Contract
  - b) complete the Services at the Service Provider's cost.
- 1.11.3 *In the event that due to his negligence or for reasons within his control, the Service Provider does not disclose subcontracting arrangements the Employer may be entitled to levy a penalty as stated in the Contract Data.*
- 1.11.4 *In the event that due to his negligence or for reasons within his control, the Service Provider does not perform the service of capturing structures inventory and condition updates within the specified period of time, the Employer shall be entitled to levy a penalty as stated in the Contract Data.*

### **3.12 Equipment and materials furnished by the Employer**

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

### **3.13 Illegal and impossible requirements**

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

### **3.14 Programme**

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

### **3.15 Severability**

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

### **3.16 Waiver**

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

## **4. EMPLOYER'S OBLIGATIONS**

### **4.1 Information**

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

### **4.2 Decisions**

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

### **4.3 Assistance**

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

- 4.3.1 authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- 4.3.2 provide all relevant data, information, reports, correspondence and the like, which become available;

- 4.3.3 procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- 4.3.4 assist in the seeking of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.5 designate in writing a person to act with his complete authority in giving instructions and receiving communications on his behalf and interpreting and defining his policies and requirements in regard to the Services.

#### **4.4 Services of Others**

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

#### **4.5 Notice of change by Employer**

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

#### **4.6 Issue of instructions**

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

#### **4.7 Payment of Service Provider**

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

### **5. SERVICE PROVIDER'S OBLIGATIONS**

#### **5.1 General**

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

- 5.1.6 *All design calculations shall be kept and safeguarded for the duration of the insurance(s) required in terms of clause 5.4.1.*

## **5.2 Exercise of authority**

- 5.2.1 The Service Provider shall have no authority to relieve Others appointed by the Employer 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 Employer in response to an application by the Service Provider in writing to do so.
- 5.2.2 *Whenever necessary to enter upon land for the performance of the Contract the service Provider shall do so in accordance with the provisions of the SANRAL Act, (Act 7 of 1998) and shall indemnify the Employer from all costs arising from any transgression committed by the Service Provider.*

## **5.3 Designated representative**

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

## **5.4 Insurances to be taken out by the Service Provider**

- 5.4.1 The Service Provider shall, at his own cost, unless otherwise agreed, take out and maintain in force such insurance policies in respect of their own risks in performing the Services as are stipulated in the Contract Data, subject to the approval of the Employer, which approved shall not be unreasonably withheld.
- 5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer 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 Employer* and maintained in force.

## **5.5 Service Provider's actions requiring Employer's prior approval**

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

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

## **5.6 Co-operation with Others**

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

## **5.7 Notice of change by Service Provider**

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

## **5.8 Safeguarding the Employer'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 Employer's data is corrupted or lost as a result of any default by the Service Provider, the Employer shall at the Service Provider's expense, have the option to:*
- *require the Service Provider to restore or procure the restoration of such data; or;*
  - *itself restore or procure restoration of such data.*

## **5.9 Performance Security**

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

*The Service Provider shall deliver the Performance Security to the Employer 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 Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents.*

## **6. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD**

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

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

### **6.2 Royalties and the like**

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

### **6.3 Independence**

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

### **6.4 Corruption and Fraud**

- 6.4.1 *The Service Provider shall neither:*
- (a) *Offer or give or agree to give any person of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forebore to do any act in relation to the obtaining or performance of this contract or any other contract with the Employer 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 Employer by the Service Provider or on his behalf or knowledge.*
- 6.4.2 *In the event that the Employer, in good faith and on reasonable grounds, comes to the opinion, that a breach of any of the provisions of Clause 6.4.1 has been perpetrated by the Service Provider or anyone employed by him or acting on his behalf in relation to this contract or any other agreement with the Employer, the Employer may:*

- i. *summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing, within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this Contract;*
  - ii. *withhold all payments due;*
  - iii. *terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written response, to satisfy the Employer 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 Employer and provided also that the Employer may recover from the Service Provider such sum as the Employer deems equivalent to the amount or value of any such gift, consideration or commission.*
- 6.4.3 *In the event that the Employer, in good faith and on reasonable grounds, comes to the opinion that any contract with a Government or public sector body has been or was obtained by the Service Provider through actions that mutatis mutandis are similar in nature to those barred in terms of Clause 6.4.2 by the Service Provider or by anyone employed by the Service Provider or acting on the Service Provider's behalf in relation to such Contract, the Employer may:*
- (a) *summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this contract;*
  - (b) *withholds all payments due*
  - (c) *terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written notice within the prescribed time, or fails, in his written response, to satisfy the Employer 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 Employer.*

## **7. SERVICE PROVIDER'S PERSONNEL**

### **7.1 Provision of Personnel**

- 7.1.1 The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.1.2 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.1.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
- 7.1.3 The Service Provider shall:
- a) forward to the Employer 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 Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
  - c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

### **7.2 Staff and equipment**

- 7.2.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.
- 7.2.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or

better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

- 7.2.3 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval.
- 7.2.4 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced.
- 7.2.5 Except in the case of replacement resulting from death or where the Employer requests a replacement not provided for by the Contract, the Service Provider shall bear all additional costs arising out of or incidental to such replacement.
- 7.2.6 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

### **7.3 Working hours, overtime and leave**

Where the fee for the Services are time-based, working hours, leave entitlement and holidays for Personnel provided in terms of Clause 7 are to be as stated in the Contract Data, or, if not stated, to be determined by the Service Provider. The Employer 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 later date as may be stated in the Contract Data. The Service Provider shall commence the performance of the Services within thirty (30) days after the date that the Contract becomes effective, or such date as may be specified in the Contract Data.

### **8.2 Completion**

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

### 8.3 Force Majeure

8.3.1 *In this clause "Force Majeure" means an exceptional event or circumstance:*

- (a) *which is beyond party's control,*
- (b) *which such a party could not reasonably have provided against before entering into the Contract,*
- (c) *which, having arisen, such Party could not reasonably have avoided or overcome, and*
- (d) *which is not substantially attributable to the other Party*

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

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

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

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

8.3.3 In the event that the performance of the Services 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 Services 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 Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to continue to be paid under the terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

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

- (a) *if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;*
- (b) *if the Service Provider becomes insolvent or bankrupt; or*
- (c) *if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;*
- (d) *commission of an offence in terms of clauses 6.1 and 6.4;*
- (e) *if the Service Provider acts in such a way, on this contract or any other contract with the Employer, that a statute relating to the combating of fraud, corruption, uncompetitive practice and the like can be invoked.*
- (f) *if the Employer, at any time in its sole discretion determines that it no longer requires the completion of the Service by the Service Provider."*

- (g) In the event that the directors of the Service Provider are found guilty by a court of law of fraud charges against them, SANRAL reserves the right to terminate the contract and to assess all legal recourse available to it.

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

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

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

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

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

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

## **8.5 Suspension**

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

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

## **8.6 Rights and liabilities of the Parties**

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

## **9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT**

- 9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are

intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

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

## **10. SUCCESSION AND ASSIGNMENT**

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

## **11. SUB-CONTRACTING**

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

the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the sub-contracting of any part of the Contract or of the engagement by the Service Provider of Sub-contractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

- 11.6 *The Service Provider undertakes to pay the sub-contractor the full value as certified as being due in each interim monthly account. The Service Provider further undertakes to make payment within 7 (seven) days after payment by the Employer or by the 25<sup>th</sup> 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.

- 12.3.3 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.
- 12.3.4 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 Service Provider**

- 13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

### **13.2 Liability of the Employer**

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

### **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 Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

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

### **13.6 Indemnity by the Employer**

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

### **13.7 Exceptions**

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

## **14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER**

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

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due *(or any specified fixed-progressed payments due that have been delayed by the acts of the Employer)* shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the overdraft rate charged him by his bank plus 2% per annum, compounded monthly and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of six months after the completion or termination of the Contract. Within this period the Employer

may, on not less than 14 days notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

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

### CONTRACT SANRAL X005-069-2025/1

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE NORTHERN CAPE PROVINCE

Clause No	Contract Data
1.	<p>The Employer is the South African National Roads Agency SOC Limited (SANRAL).</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is:</p> <p>48 Tambotie Avenue VAL DE GRACE, 0184</p> <p>The authorised and designated representative of the Employer is:</p> <p>Name: The Regional Manager: Telephone: TBA Facsimile: TBA</p>
3.4	<p>The address: TBA</p> <p>Name: TBA Telephone: TBA Facsimile: TBA E-mail: TBA</p> <p>Address: The South African National Roads Agency SOC Ltd 01 Havenga Street Oakdale BELLVILLE 7530</p>
3.5	<p>The project is Consulting Engineering Services for the Operations and Management of Road Incident Management Systems and Road Safety Audits in the Western Cape Province.</p> <p>The location for the performance of the Project is on all national routes in the Western Cape Province.</p>
3.6	<p>The Service Provider may only release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.</p>
3.11.1	<p>The penalty payable for poor performance will be applied over the fulltime duration of the Contract. Penalty charges shall be as follows:</p> <p>a) Failure to meet milestone dates in the Project programme = R2 000.00/day (excl. VAT) subject to a maximum of 10% of the Contract Value (excluding all Prime Cost and Provisional Sums). b) Failure to disclose Sub-contractors = up to 10% of the Contract value.</p>
3.14	<p>The programme shall be submitted within 14 days of the award of the Contract.</p>
5.4	<p>The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.</p>

The Service Provider is required to provide the following insurances:

1. Insurance against Professional Indemnity  
Cover is: R3.0million (minimum) without a limit on the number of claims (The limit of liability is only provided to cover the Employer's damages and does not allow for the Service Provider's costs for defending any claim)

Period of cover: 10 years

2. Insurance against General Public Liability

Cover is: R10.0million

Period of cover: 10 years

3. Third Party Liability

Cover is: R3.0million

Period of Cover: Duration of contract only.

5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Appointing Key Persons not listed by name in the Contract Data.
2. Appointing sub-contractors for the performance of any part of the Service.
3. Expending any Prime Cost and/or Provisional Sum in the Contract or Works Contract.
4. Authorising any work under a Variation (Works Authorisation) for the Works Contract.
5. Authorising any work outside the contract limits
6. Over-expenditure on the Works Contract.
7. Changing the scope of work for the Works Contract.
8. Acceptance of sub-standard work and/or reduced payments under the Works Contract.
- 9 All requirements in the relevant documents listed in Clause C3.1.6.
- 10 Making statements to the media regarding the project.

5.9 The provision of a Performance Guarantee will not be required under this Contract.

7.2 The **Key Persons** required for this project are:

- Project Leader (PL)
- Design Specialist Road Safety Engineering (DS RSE)

7.3 The working hours and holiday for project staff are:

- Site working hours 08:00 to 17:00, (24hrs per day and 7days per week on standby)
- Annual leave shall be taken during the recognized construction industry shutdown period.

8.1 The effective date of the contract shall be the date of the Form of Acceptance.

The time to commence the performance of the Services is 8 (eight) calendar days after the date that the Contract becomes effective.

8.2 The Contract is concluded on the date when the Service Provider has completed all deliverables in accordance with the Scope of Work.

9.1 Copyright of documents prepared for the Project shall be vested with the Employer.

11.2 The Service Provider shall not sub-contract more than 25% of the tendered contract value (including value of work allocated to Targeted Enterprise(s) but excluding any services specified in the Scope of Works to be procured under a Provisional Sum through the Employer's Supply Chain Procurement process) to any other enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor(s) is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage without the Employer's approval. Targeted Enterprise(s) shall be registered on the National Central Supplier Database (CSD).

All sub-contractor(s) shall be registered on the National Treasury's Central Supplier Database (CSD)

The Service Provider shall disclose all subcontracting arrangements. If the Service Provider fails to disclose, he shall be given 14 days to make representation as to why:-

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

12. Interim settlement of disputes is to be by mediation.

Final settlement is by litigation.

In the event that the parties fail to agree on a mediator, the mediator is to be nominated by the President of the South African Institution of Civil Engineering.

- 13.4 Neither the Employer nor the Service Provider is liable 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.

- 13.5 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R3.0 million.

- 14.6 Retention monies shall be 10% of the value of completed works up to a maximum of R50 000.00 (excluding VAT). Such retention monies shall be released by the Employer on receipt of an approved Contract Report and As-built material records and drawings (including all GIS shapefiles and maps) in both hard and electronic copies, within 1 (one) month of the issue of the Performance Certificate.

- 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.

### C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

#### CONTRACT SANRAL X005-069-2025/1

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE NORTHERN CAPE PROVINCE

#### A: CONTACT DETAIL

The Service Provider is .....

Address: .....

Telephone: .....

Facsimile: .....

The authorised and designated representative of the Service Provider is:

Name: .....

The **postal address** for receipt of communications is: .....

.....

Telephone: .....

Facsimile: .....

Address: .....

E-mail Address: .....

#### B: KEY PERSON

Key Person	Name
Project Leader	
Alternate to Project Leader (if applicable)	
Design Specialist: Road Safety Engineering	
Alternate to DS Road Safety Engineer (If applicable)	

\* Attach letter confirming permanent or contract employment/signed letter of consent.

**C: INFORMATION REQUIRED FOR THE PUBLICATION OF AWARD AS PER NATIONAL TREASURY INSTRUCTION NOTE**

<b>Name of Director(s)</b>	<b>Appointment Date</b>	<b>Designation</b>

### C1.3 OTHER STANDARD FORMS

#### C1.3.1 FORM OF GUARANTEE

**Note to tenderer:**

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

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

**CONTRACT SANRAL X005-069-2025/1**

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF  
ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE NORTHERN  
CAPE PROVINCE

1. I/We, the undersigned,

.....and .....

in our capacity as

.....and .....

and as such duly authorised to represent .....

.....  
.....

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

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

2. We hereby renounce the benefits of the exceptions *non numeratae pecuniae*, *noncausa debiti*, *excussionis* and *divisionis*, the meanings and effect whereof we declare ourselves to be fully conversant.
3. We undertake and agree to pay to SANRAL the said guaranteed amount or such portion as may be demanded on receipt of a written demand from SANRAL, which demand may be made by SANRAL, if in your opinion and at your sole discretion, the said Service Provider fails and/or neglects to commence the work as prescribed in the contract or if he fails and/or neglects to proceed therewith or if, for any reason, he fails and/or neglects to complete the services in accordance with the condition of contract, or if he fails or neglects to refund to SANRAL any amount found to be due and payable to SANRAL, or if his estate is sequestered or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.
4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.
5. The said guaranteed amount or such portion as may be demanded may be retained by SANRAL on condition that after completion of the service as stipulated in the contract, SANRAL shall account to

the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.

6. This guarantee is neither negotiable nor transferable and

- (a) must be surrendered to us at the time when SANRAL accounts to the Guarantor in terms of clause 5 above, or
- (b) shall lapse upon the issue of the Taking-Over Certificate for the construction Works of the project, and
- (c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.

7. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT ..... ON THIS ..... DAY OF  
..... 20 .....

GUARANTOR: .....

NAME (IN CAPITALS) .....

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

NAMES (IN CAPITALS) 1 ..... 2 .....

ADDRESSES: 1 ..... 2 .....

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

**CONTRACT SANRAL X005-069-2025/1**

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE NORTHERN CAPE PROVINCE

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

WHEREAS the Employer is desirous that certain works be designed, viz CONTRACT SANRAL: .....  
..... *Insert contract number* for .....  
..... *insert contract title*

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatary shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either :
  - a) the date of the construction contract Performance Certificate issued in terms of sub-clause 11.9 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999) published by Federation Internationale des Ingenieurs-Conseils (FIDIC), as contained in Volume 1 of the contract documents pertaining to this contract, or
  - b) the date of termination of this contract in terms of Clause 8 of the CIDB's Standard Conditions of Contract for Professional Services.
3. The Mandatary declares himself to be conversant with the following:-

- a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i) Section 8: General duties of employers to their employees.
    - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
    - iii) Section 37: Acts or omissions by employees or mandataries and
    - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
  - b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his sub-Service Providers.
4. In addition to the requirements of the agreed contract, the Mandatary further agrees to strictly adhere to his duties and responsibilities as set out in Regulation 6 of the Construction Regulations 2014.
  5. The Mandatary is responsible for the compliance with the Act by all his sub-Service Providers, whether or not nominated and/or approved by the Employer.
  6. The Mandatary warrants that all his and his sub-Service Provider's' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
  7. The Mandatary undertakes to ensure that he and/or his sub-Service Providers and/or their respective employees will at all times comply with the following conditions:
    - a) The Mandatary shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
    - b) All incidents referred to in Section 24 of The Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
    - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatary and/or his employees and/or its sub-Service Providers.

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

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

WITNESS 1: .....

NAME (IN CAPITALS) .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

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

WITNESS 1: .....

NAME (IN CAPITALS): .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

**SANRAL**  
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



BUILDING SOUTH AFRICA  
THROUGH BETTER ROADS

# THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

**CONTRACT SANRAL X.005-068-2025/1**

**FOR CONSULTING ENGINEERING SERVICES  
FOR THE OPERATIONS AND MANAGEMENT OF  
ROAD INCIDENT MANAGEMENT SYSTEMS AND  
ROAD SAFETY AUDITS IN THE WESTERN CAPE  
PROVINCE**

BASE DATE: MAY 2024

TENDER DOCUMENT

VOLUME 1  
BOOK 3 of 3

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

NAME OF TENDERER: .....

Set sequential number

# **THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED**

**CONTRACT SANRAL X005-068-2025/1**

**CONSULTING ENGINEERING SERVICES FOR THE  
OPERATIONS AND MANAGEMENT OF ROAD INCIDENT  
MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE  
WESTERN CAPE PROVINCE**

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## **PART C2: PRICING DATA**

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## **PART C2: PRICING DATA**

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## C2.1 PRICING INSTRUCTIONS

C2.1.1 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.

Rate: The payment per unit of work for which the Service Provider tenders to do the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For each Sum, the Employer may instruct plant, materials or services to be procured by the Service Provider in accordance with the Employer'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 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 Employer 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 Employer 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 may 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 Employer, 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 Employer 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** (Incorporating SBD3)**CONTRACT SANRAL X005-069-2025/1**

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF  
ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE NORTHERN  
CAPE PROVINCE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>3200</b>	<b>ADMINISTRATION AND MONITORING OF THE PROJECT</b>				
<b>32.01</b>	<b>Project Leader and Head Office</b>				
(a)	Duties of Project Leader	Month	36		
(b)	Head Office overhead costs	Month	36		
(c)	Occupational Health and Safety Obligations and requirements	Month	36		
(d)	Reporting	Month	36		
<b>32.02</b>	<b>Establishment of Monitoring personnel and dedicated RIMS Provincial office</b>				
(a)	Relocation cost of individual supervisory personnel:				
(i)	RIMS Coordinator	PC Sum	1		50,000.00
(ii)	RIMS Administrator/ Data capturer	PC Sum	1		30,000.00
(iii)	Handling cost i.r.o sub-item 32.02(a)(i) & (ii)	%	80,000		
(b)	Establishment of dedicated RIMS Provincial office including office including furniture and equipment as specified	Lump Sum	1		
<b>32.03</b>	<b>Provision of Monitoring personnel and RIMS office</b>				
(a)	RIMS Coordinator	Prov Sum	1		3,000,000.00
(b)	Handling cost i.r.o item 32.03(a)	%	3,000,000		
(c)	RIMS Administrator/ Data Capturer	Prov Sum	1		1,00,000.00
(d)	Handling cost i.r.o item 32.03(c)	%	1,000,000		
(e)	RIMS Coordinator Support/ (Assistance)	Prov. Sum	1		1,500,000.00
(f)	Handling cost i.r.o item 32.03(e)	%	1,500,000		
(g)	Trainee	Prov. Sum	1		350,000.00
(h)	Handling cost i.r.o item 32.03(g)	%	350,000		
(i)	Accommodation	Prov. Sum	1		620,000.00
(j)	Handling cost i.r.o item 32.03(i)	%	620,000		
(k)	Maintenance and monthly cost of dedicated Provincial office, including furniture and equipment	Month	36		

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>32.04</b>	<b>Meetings</b>				
<b>(a)</b>	<b>Steering Committee Meetings</b>				
(i)	Overberg district Municipality (Swellendam)	number	9		
(ii)	Garden Route district Municipality (George)	number	9		
(iii)	Cape Winelands district Municipality (Worcester)	number	9		
(iv)	Central Karoo district Municipality (Beaufort West)	number	9		
(v)	West Coast district Municipality -North (Vredendal)	number	9		
(vi)	West Coast district - South (Moorreesburg)	number	9		
(vii)	Cape Town Metropolitan district	number	9		
<b>(b)</b>	<b>Task Group Meetings</b>				
(i)	Overberg district Municipality	number	9		
(ii)	Garden Route district Municipality	number	9		
(iii)	Cape Winelands district Municipality	number	9		
(iv)	Central Karoo district Municipality	number	9		
(v)	West Coast district Municipality -North (Vredendal)	number	9		
(vi)	West Coast district - South (Moorreesburg)	number	9		
(vii)	Cape Town Metropolitan district	number	9		
<b>(c)</b>	<b>RIMS Meetings</b>				
(i)	Provincial Coordinating Advisory Committee (PCAC)	number	9		
(ii)	National Technical Committee (NTC)	number	12		
(iii)	Post Incident Assessment (PIA)	number	24		
(iv)	Simulations	number	10		
<b>(d)</b>	<b>SANRAL Project Meetings</b>				
(i)	Project Progress Meeting	number	9		
(ii)	Planning /Focus Group Meeting	number	12		

<b>32.05</b>	<b>Reports</b>				
(a)	RIMS Provincial Report	number	3		
(b)	RIMS Guideline Plans				
(i)	Preparation base document and mapping of alternate routes in GIS per system (Digitization of maps)	number	5		
(ii)	Annual update of guideline documents (all systems)	number	3		

<b>32.06</b>	<b>Training Sessions</b>				
<b>(a)</b>	<b>1 Day RIMS Workshop (non-accredited)</b>				
(i)	Overberg district Municipality (Swellendam)	number	12		
(ii)	Garden Route district Municipality (George)	number	12		
(iii)	Cape Winelands district Municipality (Worcester)	number	12		
(iv)	Central Karoo district Municipality (Beaufort West)	number	12		
(v)	West Coast district Municipality -North (Vredendal)	number	12		
(vi)	West Coast district - South (Moorreesburg)	number	12		
(vii)	Cape Town Metropolitan district	number	12		
(viii)	Refreshments	Prov Sum	1		100,000.00
(ix)	Handling cost i.r.o. item 32.06(a)(viii)	%	100,000		
(x)	Hiring of venues	Prov Sum	1		150,000.00
(xi)	Handling cost i.r.o. item 32.06(a)(x)	%	150,000		
<b>(b)</b>	<b>Formal Training (TETA Accredited)</b>				
(i)	Theoretical Training (2 + 1 Day workshop)				
(a)	Overberg district Municipality	number	9		
(b)	Garden Route district Municipality	number	9		
(c)	Cape Winelands district Municipality	number	9		
(d)	Central Karoo district Municipality	number	9		
(e)	West Coast district Municipality -North)	number	9		
(f)	West Coast district - South	number	9		
(g)	Cape Town Metropolitan	number	9		
(ii)	Refreshments	Prov Sum	1		100,000.00
(iii)	Handling cost i.r.o. item 32.06(b)(ii)	%	100,000		
(iv)	Hiring of venues	Prov Sum	1		100,000.00

(v)	Handling cost i.r.o. item 32.06(b)(iv)	%	100,000		
(vi)	Review & Assessment of Portfolio of Evidence (PoE)	Number	500		
(vii)	Moderator Assessment & verification of PoE	Prov Sum	1		100,000.00
(viii)	Handling cost i.r.o. item 32.06(b)(vii)	%	100,000		

<b>32.07</b>	<b>Transport for supervisory personnel</b>				
(a)	Traveling to perform duties	Prov Sum	1		1,000.000.00
(b)	Handling cost i.r.o. items 32.07(a)	%	1,000,000		
	TOTAL CARRIED FORWARD TO SUMMARY				

<b>3300</b>	<b>ADDITIONAL DUTIES</b>				
	<b>Additional Duties</b>				
(a)	Personnel - Category A	hour	20		
(b)	Personnel - Category B	hour	40		
(c)	Personnel - Category C	hour	160		
(d)	Personnel - Category D	hour	180		
<b>33.02</b>	<b>Additional duties by Employer</b>	hour		-1500.00	Rate only
<b>33.03</b>	<b>Prepare of GIS based Maps as ordered by the Employer</b>				
(c)	Personnel - Category C (GIS & CAD Specialist)	hour	240		
(d)	Personnel - Category D (GIS & CAD Operator)	hour	600		
	TOTAL CARRIED FORWARD TO SUMMARY				

3400	DISBURSEMENTS (where not covered by other items)				
34.01	Disbursements				
(a)	Disbursements	Prov Sum	1		750,000.00
(b)	Handling cost i.r.o. item 34.01(a)	%	750,000		
	TOTAL CARRIED FORWARD TO SUMMARY				

**CONTRACT SANRAL X.005-068-2025/1 – ROAD SAFETY AUDITS**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<b>ROAD SAFETY AUDITS (APPRAISALS)</b>				
<b>35.01</b>	<b>Project Leader/ Design Specialist and Head Office</b>				
(a)	Duties of Project Leader/ Design Specialist	Month	36		
(b)	Head Office overhead costs	Month	36		
<b>35.02</b>	<b>Meetings and Site Inspections</b>				
(a)	Task Group Meeting	number	12		
(b)	RIMS Provincial Coordinating Advisory Committee (On instruction of the Employer)	number	12		
(c)	Site Inspections: (On instruction of the Employer)		12		
(i)	Overberg district Municipality	number	12		
(ii)	Garden Route district Municipality	number	12		
(iii)	Cape Winelands district Municipality	number	12		
(iv)	Central Karoo district Municipality	number	12		
(v)	West Coast district Municipality	number	12		
(vi)	Cape Town Metropolitan	number	12		
<b>35.03</b>	<b>Hazardous Location Database and Report</b>				
(a)	Prepare, continuously update and maintain Provincial Hazardous Location Database	Month	36		
(b)	Provincial Hazardous Location analysis and prepare Report (annual)	number	3		
(c)	Preparation of Provincial Hazardous Location Map				
(i)	Preparation of Base Document	Lump sum	1		
(ii)	Annual update and revision	number	3		
(d)	Review Major Crash Investigation Report issued by relevant authority (On instruction of the Employer)	number	6		

<b>35.04</b>	<b>Road Safety Audit (Appraisal)</b>				
(a)	Procurement of Targeted Enterprises for the Road Safety Audits (Appraisals) sub-services	number (of Tender process)	3		
(b)	Management, Monitoring, Guidance, Mentoring and Review of Road Safety Audits (Appraisals) undertaken by Targeted Enterprise	number (of Audits)	15		
(c)	Road Safety Appraisals undertaken by Targeted Enterprise (TE)	Prov Sum	1		5,000,000.00
(d)	Handling cost i.r.o. item 35.04(c)	%	5,000,000		
(e)	Road Safety Audit Summary Report	number	1		
	TOTAL CARRIED FORWARD TO SUMMARY				

<b>3600</b>	<b>ADDITIONAL DUTIES</b>				
<b>36.01</b>	<b>Additional duties</b>				
(a)	Personnel - Category A	hour	0		
(b)	Personnel - Category B	hour	80		
(c)	Personnel - Category C (DS RS)	hour	320		
(d)	Personnel - Category D	hour	480		
<b>36.02</b>	<b>Transport to perform additional duties</b>				
(a)	Traveling to perform additional duties	Prov Sum	1		100,000.00
(b)	Handling cost i.r.o. items 36.02(a)	%	100,000		
<b>36.03</b>	<b>Specialist Services and specialist advice</b>				
(a)	Specialist services or advice provided by or procured by service provider	Prov sum	1		500,000.00
(b)	Handling cost i.r.o. payment item 36.03(a)	%	500,000		
	TOTAL CARRIED FORWARD TO SUMMARY				

<b>3700</b>	<b>DISBURSEMENTS (where not covered by other items)</b>				
<b>37.01</b>	<b>Disbursements</b>				
(a)	Disbursements	Prov Sum	1		100,000.00
(b)	Handling cost i.r.o. item 37.01(a)	%	100,000		
	TOTAL CARRIED FORWARD TO SUMMARY				

## C2.3 SUMMARY OF PRICING SCHEDULE

### CONTRACT SANRAL X005-068-2025/1 – ROAD INCIDENT MANAGEMENT SYSTEMS

3200	ADMINISTRATION AND MONITORING OF THE PROJECT	R .....
3300	ADDITIONAL DUTIES	R .....
3400	DISBURSEMENTS	R .....

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<b>SUB-TOTAL (A)</b>	R .....
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### CONTRACT SANRAL X005-068-2025/1 – ROAD SAFETY AUDITS

3500	ROAD SAFETY ASSESSMENTS	R .....
3600	ADDITIONAL DUTIES	R .....
3700	DISBURSEMENTS	R .....

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<b>SUB-TOTAL (B)</b>	R .....
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<b>SUB TOTAL (C): ADD SUB TOTAL (A) AND (B) ABOVE</b>	R .....
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VAT (15%) ON SUB TOTAL (C)	R .....
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<b>TENDER SUM CARRIED FORWARD TO FORM OF OFFER (C1.1.1)</b>	R .....
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**SIGNED BY TENDERER:** .....

**FORM D1:        PREFERENCING SCHEDULE: TENDERER'S B-BBEE VERIFICATION  
CERTIFICATE (Incorporating SBD6.1)**

**CONTRACT SANRAL X005-069-2025/1**

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF  
ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE NORTHERN  
CAPE PROVINCE

**Notes to Tenderer:**

1. The tenderer shall attach to this form a valid original or original certified copy of the B-BBEE Verification Certificate issued in accordance with:
  - the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No 41287 on 1 December 2017 by the Department of Trade and Industry.
  - if the Measured Entity operates in more than one sector or 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.
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 Account 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) with a total annual revenue of less than R1.8 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No 41287 on 1 December 2017 by the Department of Trade and Industry; and
  - be valid at the tender closing date; and
  - have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data C.2.15).
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. 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.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a Verification Agency's standard certificate format. The tenderer, at its own cost, must acquire 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.
6. The tenderer will be declared non-responsive if:
- a) The B-BBEE certificate is not submitted or submitted B-BBEE certificate that has expired or is not valid; or
  - b) The tenderer submits a B-BBEE certificate that does not comply with requirements (e.g. not SANAS); or
  - c) The tenderer submits the scorecard assessment report only; or
  - d) In a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE certificate which is not project specific; or
  - e) 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
  - f) A tenderer only submits 1 (one) B-BBEE certificate, where multiple tenders were issued by SANRAL; or
  - g) An EME (not start-up) submits a Sworn Affidavit with total revenue above R1.8 million instead of a B-BBEE certificate; or
  - h) A QSE submits a Sworn Affidavit instead of a B-BBEE certificate.
  - i) 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 (day, month and year) 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 1 (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.
  - j) 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

**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**

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**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).

The applicable preference point system for this tender is the 80/20 preference point system.

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 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.

1.2 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.

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.3 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.

1.4 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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

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 (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
B-BBEE level scorecard of the tendering entity.	B-BBEE Level 1	10.00	
	B-BBEE Level 2	9.00	
	B-BBEE Level 3	6.00	
	B-BBEE Level 4	5.00	
	B-BBEE Level 5	4.00	
	B-BBEE Level 6	3.00	
	B-BBEE Level 7	2.00	
	B-BBEE Level 8	1.00	
	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.

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

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## **PART C3: SCOPE OF WORK**

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## **PART C3: SCOPE OF WORK**

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## **C3 SCOPE OF WORKS**

### **C3.1 GENERAL REQUIREMENTS**

#### **C3.1.1 Scope**

This section covers matters that relate to the Contract as a whole. Definitions, phrases or wording that would otherwise require repetition in other sections of this document are also covered in this section. Matters covered by the General and/or Particular Conditions of Contract are not repeated in this section, except to provide more detailed information.

#### **C3.1.2 Background**

The development of Road Incident Management Systems (RIMS) has been endorsed by the White Paper of National Transport Policy (September 1996) which states that *“Government will implement an Incident Management System on all national roads”*.

On 2 March 2010 governments around the world took the historic decision to increase action to address the road safety crisis over the next ten years. The UN General Assembly resolution proclaiming a Decade of Action for Road Safety 2011-2020. The Decade of Actions for Road Safety 2011-2020 aims to save lives by halting the increasing trends in road traffic deaths and injuries world-wide. SA has committed itself to put measures in place to reduce fatalities by 50% by the year 2030.

In August 2013, Department of Transport and the SANRAL setup a National Stakeholder Team partnership, consisting of affected and interested partners in both private and public sector, to develop a road incident management systems policy document containing Legislative Amendments, Operational Policy, National Framework and Procedures Manual.

An incident is the occurrence of any extra-ordinary condition or event which results in a reduction of road capacity, or creates a hazard for road users, for a sustained period of time. An incident is not merely a major accident. It can also be a minor crash, shoulder/lane blockage, spilled load, construction area or special event.

*Road Incident Management* refers to the process whereby a set of coordinated activities are initiated when an incident occurs on a major road in order to minimise the direct and secondary effects of the incident, as well as to restore normal capacity and safety levels to all affected road facilities as quickly as possible.

RIMS describe the coordinated and pre-planned use of human, mechanical and electronic resources to manage incidents and to restore traffic.

#### **C3.1.3 Location of the project**

The proposed project is located in the Western Cape Province. The RIMS systems that will be managed are:

- (a) Overberg district
- (b) Garden Route district
- (c) Cape Winelands district
- (d) Central Karoo district
- (e) West Coast district
- (f) Cape Town Metropolitan

It includes all SANRAL routes within the Province. Further routes to be incorporated into SANRAL network in the future within the region or province, will be assessed and costed accordingly.

A locality plan is included in Part C4: **Appendix A** of this document.

#### **C3.1.4 Description of the project:**

##### **a) Road Incident Management Systems**

The Service Provider shall be required to provide services relating to the operations and management of the Road Incident Management Systems (RIMS) in the Western Cape Province .

The project comprises of all current and future SANRAL routes in the Western Cape Province with a current total length of approximately 1465 kilometres.

The Services required of the Service Provider comprise of the following distinct phases:

1. To maintain and ensure implementation of the RIMS in compliance with the agreed protocols.
2. To ensure the proper coordination and management of road incidents in terms of the RIMS procedures and protocols.
3. To ensure adequate training and knowledge of the RIMS amongst the emergency services personnel.
4. To provide formal TETA accredited RIMS training, as well as a one-day Workshop to the emergency and response service personnel.
5. To annually prepare RIMS Provincial Monitoring Report which provides an update on the System in terms of the five pillars, progress achieved based on the NTC scorecard, progress towards identified key regional objectives and also includes high level statistical analysis in the identification high incident/ crash zones and hazardous locations which should be highlighted to the relevant authority
6. To address critical issues impacting on the effective implementation of road incident management and to continuously seek to improve the effectiveness of the system.
7. To create awareness of RIMS among Stakeholders and Emergency services.
8. To analyse all incident data on the Employers Integrated Transport Information System (ITIS) and to continuously seek to improve the quality and quantity of incident or crash data reported and captured in conjunction with the Routine Road Maintenance Service Provider.
9. To assist RRM in the collection of data from Provincial and local departments on a monthly basis, in order to consolidate the provincial crash data reports.

**b) Road Safety Audits (Appraisals)**

In addition to RIMS, the Service Provider shall also provide services relating to the management of Hazardous locations and Road Safety Audits (Appraisals) in the Western Cape Province.

The Services required of the Service Provider are divided into the following distinct phases:

1. From the RIMS Provincial Monitoring Reports, ITIS Crash Module Information, and comparing with other data sources, identify locations where there is a high risk of fatal and serious injury crashes.
2. Create a provincial Hazardous Location database consolidating and/ or comparing all relevant crash information available on ITIS Crash Module, with crash information received from the provincial based Routine Road Maintenance contracts and various other sources, including but not limited to, Road Traffic Management Corporation (RTMC) fatal crash information, Emergency Medical Services (EMS) Trauma information, SAPS, Traffic and Towing Operators road crash information. The database should include inputs i.e. Road User types including Vulnerable Road user/ NMT, Vehicle type, crash type, visibility, Day of Week, Time of Day, operational and posted speed, traffic volumes, Road environment, various crash rate, etc. The database should also include a separate section for the management of the RRM based Hazardous Location Reports as well as Ad-hoc locations reported by or comments received from stakeholders and the public in general.
3. Analyse (desktop) the crash information (database) and rate each of the hazardous locations using an agreed predefined criterion i.e. crash history, crash collision rates, fatalities and fatal crashes, fatalities and fatal crashes per kilometre travelled, Equivalent Accident Number (EAN) pedestrian related crashes and fatalities, animal related crashes and fatalities public transport and heavy vehicle related crashes and fatalities, etc.
4. Prepare and issue a Hazardous Location Report on a bi-annual basis (twice per year) which highlights the top priorities within the province i.t.o. annual and seasonal trends based on the hazardous location analysis
5. Spatially represent or mapping of the Hazardous Location Analysis on a Geospatial platform which highlights the top or high priority locations i.t.o. Absolute crashes, fatal crashes and fatalities, pedestrian related crashes and fatalities, animal related crashes and fatalities, Public Transport and heavy vehicle related crashes and fatalities.

6. Procurement of Targeted Enterprises sub-service to undertake Road Safety Audits (Appraisals) at selected and agreed locations based on the recommendation in the Hazardous Location Report and agreed with the Employer.
7. Provide guidance, management and mentoring to the Road Safety Auditor sub-service provider.
8. Determine safety interventions or countermeasures which may reduce the hazard and risk.
9. Annually update and monitor the effectiveness of various road safety interventions, initiatives and countermeasures. Prepare and update a Lessons learnt register.

### **C3.1.5 Existing contracts/community structures**

- a) Existing contracts: The Employer currently has various Routine Road Maintenance (RRM) contract in progress along the routes. The Service Provider shall timeously inform the Route Manager of any assessment/investigation work to be carried within the road prism. The contact details of the parties involved in the RRM contract are provided in a table included in Part C4: **Appendix B.**

- b) Community structures

Public liaison committees (PLC's) have been established with communities on selected routes within the national road network and liaison/consultation with them is an integral part of the Employer's policies. Contact with the relevant PLC's shall be via the RRM Route Manager.

### **C3.1.6 Permits and authorisations**

Procurement of sub-service providers shall be in accordance with the requirements of clause C3.1.14. As approvals are essential prior to the commencement of the Project, the Service Provider shall be responsible to ensure that all submissions to the relevant approving authorities is completed by the milestone date tabled in clause C3.1.7.

### **C3.1.7 Project Programme**

The Service Provider shall programme its duties in such a manner so as to complete the various phases of the total project within the milestone dates specified below.

The contract period for the operation shall be 3 (three) years with an option to extend by (2) two years.

The Employer's programme for this project is as follows: (Compile programme dates)

	<b>Project Phase – X005-068-2025/1</b>	<b>Phase Completion Date</b>
/A	Submission of Tenders / Proposals	07 June 2024
B	Appointment of Service Provider	July 2024
C	Commencement of Services	August 2024
D	Submission of Approach Methodology	August 2024
E	Submission of 12 months Activity Schedule and Annual Plan	August 2024
F	Reports	As per contract
G	On completion: Submission of all outstanding reports and map data i.e. shape files and CAD	Within 1 month of issue of Completion

The other regular deliverables or milestones which must be included schedule and reported against, can be summarised as follows:

**(a) Road Incident Management Systems**

Steering Committee Meetings:	3 per annum per district Cape Winelands Overberg district Central Karoo district Garden Route district West Coast north West Coast south Cape Town Metropolitan
Training : One day workshop	4 workshops allocated per district, minimum of 2 session per system/annum, depending on the need and as ordered by the Employer.
Formal TETA Accredited Training	3 workshops per annum per district, minimum of 1 session per system/year, depending on the need and national instructions.  The Service Provider should attempt to combine training sessions with Steering Committee meetings to maximise the number of attendees and limit travelling costs.
Task Group meetings and Post Incident Assessment:	4 sessions allocated per system, per annum (subject to approval of Employer, to address major challenges or specific RIMS issues)
Simulation:	Ad-hoc as ordered by the Employer.
Provincial Coordinating Advisory Committee (PCAC) meetings:	3 meetings per annum,
National Technical committee meetings:	4 meetings per annum
SANRAL Planning meetings:	4 per annum, as and when required (4 x National Focus Group RIMS meetings)
SANRAL Regional Progress Meeting:	3 per annum
Reports:	RIMS Guideline Plans including alternative routes: 5 <i>district</i> guideline plans (annual update per stem). Refer to Annexure C.  RIMS Annual Provincial Report: 1 per annum Refer to Annexure D. Report includes the identification and analysis of high crash clusters and Hazardous locations.
Minutes:	To be submitted to the Employer and distributed to all stakeholders, within two weeks after the meeting held.
Road Safet audits:	Procurement done per annum based on the target provided by the Employer

## **Road Safety Audits (Appraisals)**

SANRAL Progress meetings: 3 annually, as required by the Employer.

Reports 1 per annum, Provincial Hazardous Location Report including comparison with other data sources, maps as instructed by the Employer

Review Technical Recommendation and Safety Interventions or Countermeasures Report (Annual)

Road Safety Audits (Appraisals): 2-4 per annum. Road Safety Audits (Appraisal) per annum by Road Safety Auditors. As instructed by the Employer.

The Service Provider shall submit a programme indicating these milestones to the Employer within 14 days of the date of the letter of acceptance of tender.

### **C3.1.8 Penalties and delays**

Penalties shall be applied for each calendar day by which the Service Provider fails to meet the prescribed dates for submission of the required approach methodology and activity schedules, the submission of reports whether monthly, quarterly, bi-annually or annually and for each event of non-performance of the duties and obligations specified in the contract. The quantum of the penalty shall be as listed in the Contract Data. Draft reports and documents shall be submitted to the Employer at least seven working days prior to any meetings scheduled for the discussion and finalisation thereof. The Service Provider shall thus take this period into account in compiling their programme.

Any delays to the above programme that are attributable to the Employer, 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.

### **C3.1.9 Personnel Requirements**

#### **a) Key Persons**

The Key Persons required for this project are listed in Form C1.2.2 Contract Data: Information provided by the Employer. The tenderer must list proposed candidates for the prescribed positions in the core team in Form C1.2.3 Contract Data: Information provided by the Tenderer. Each candidate must submit a CV of appropriate experience signed by the proposed candidate and the authorised person of the Service Provider and complete the relevant B1 and B2 forms included in the Returnable Schedules. The Key Persons for this project will be limited to participate in a maximum number of 2 (two) provincial concurrent RIMS type contracts with the Employer. When a proposed candidate for any position is not in permanent employ of the tenderer, but a contracted person, a signed letter of consent from the candidate must be scanned in and submitted with the relevant B-forms. The threshold of the Technical Proposal indicates the importance of the quality and standard of engineering and administration expected of the Service Provider. Any changes to the Key Persons, as proposed in this tender, after award will thus only be permitted in exceptional circumstances. In such circumstances the competence and experience of any replacement personnel shall also meet the threshold of the Technical Proposal. Re-evaluation by the Employer of any replacement personnel shall be paid for by the Service Provider as specified in Clause C3.3.3.

#### **b) Assistants to Key Persons and Additional Required Resources**

Provision has been made in the Pricing Schedule for assistants to all the Key Persons and additional required resources other than Key Persons to participate or to gain experience in the positions proposed.

#### **d) Minimum Requirements**

The minimum qualifications and requirements for the Service Provider's personnel shall be as indicated in the table below.

Position	Minimum Registration or Qualification	Minimum Relevant Experience (years) <sup>1</sup>	Other Requirements
Project Leader	Pr Eng or Pr Tech Eng <sup>2</sup>	10	
Design Specialist: Road Safety Engineering	Pr Eng or Pr Tech Eng <sup>2</sup>	10 years in Road Safety Engineering and/or Traffic and Transportation Engineering and/or Geometric Design	Has successfully completed a recognized Road Safety Audit course, equivalent of at least 5 CPD points, and has undertaken at least 2 formal road safety audits within a period of five (5) years as the Audit Team Leader or Audit Team member
RIMS Provincial Coordinator	Tertiary qualification	10 years relevant (RIMS or related) experience and, 3 years workshop facilitation/ training experience	
RIMS Provincial Coordinator Assistant support	Tertiary qualification	3 years relevant (RIMS or related) experience and, 5 years workshop facilitation/ training experience	
RIMS Administrator and Data Capturer	Matric or equivalent certificate	5 years in Project Management Administration And 2 years in data capturing	Proficient in Excel and Word. Previous experience with capturing information on ITIS Project and Crash module
OHS Specialist	SACPCMP <sup>3</sup> registration as a Professional Construction HSE Agent or Manager	As required by SACPCMP <sup>3</sup>	

<sup>1</sup> Relevant experience is the actual number of years, measured from the date of acquiring the base NQF qualification (either B.Eng / BSc.Eng / B.EngSci or BSc / B.Eng Tech (Hon) PGDip (Engineering) / M.Eng for Pr.Eng or National Higher Diploma / National Diploma Eng / Masters Diploma / BTech / B.Eng Tech / Dip Eng / Adv Dip Eng / Adv Cert (Engineering Practice) plus Adv Dip Eng for Pr.Tech Eng and National Diploma / Dip Eng / Dip Eng Tech / Adv Cert (Engineering Practice) / Higher Certificate (Eng) / Adv Cert (Engineering) / Adv Cert (Engineering Practice) for Pr.Techni Eng), or measured from the date of acquiring the minimum required professional registration worked in the field of the specified position. For the road safety audit team leader, the field shall be road safety design and/or traffic and transportation engineering and/or geometric design.

<sup>2</sup> Registered with the Engineering Council of South Africa (ECSA) or any other international body recognised by the Employer, i.e. Washington Accord, Dublin Accord and Sydney Accord.

<sup>3</sup> South African Council for project and construction Management Professional (SACPCMP)

#### e) Personnel Category Definitions

The category of personnel necessary to undertake the work shall be approved by the Employer in accordance with the following definitions:

- i) **Category A** shall mean a top practitioner whose expertise is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert.
- ii) **Category B** shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors, or co-members, bears the risks of business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in engineering design and development, provides strategy guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project. (e.g. The Engineer for the project)

- iii) **Category C** shall mean all salaried senior professional and technical staff performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to the project. A person referred to in Categories A or B may also fall in this category if such person performs work of an engineering nature at this level. (e.g. the resident engineer for the project)
- iv) **Category D** shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in categories A, B or C.

### **C3.1.10 Meetings and Liaison**

#### **a) Meetings and liaisons between the Employer and the Service Provider**

Meetings between the Employer and the Service Provider are formal occasions. The Employer shall perform the duties of chairperson and the Service Provider the secretarial services. The Service Provider shall submit draft minutes to the Employer for review before distribution which shall not be later than 14 (fourteen) calendar days after the meeting. Meetings and liaisons shall be scheduled according to the Service Provider's approved programme to discuss and record the progress of the Services.

Draft copies of all reports, design and tender documents submitted for review shall be discussed at specially convened meetings prior to their finalisation.

Attendance at the meetings and liaisons shall include joint venture members and/or Targeted Enterprise(s) (if any), sub-Service Providers and the designated key persons except for the hand-over meeting where the Employer shall also perform the duties of secretarial services. A key person shall not be substituted by another Service Provider employee unless express permission for this has been sought from and approved by the Employer in writing. The Employer shall have the right to delay a meeting because of the non-availability of a key person and any delay costs so incurred shall be for the account of the Service Provider.

#### **i) Project hand-over meeting**

The date of the meeting will have been fixed and notice for it and an agenda included with the letter of acceptance of the Service Provider's offer.

The Service Provider shall come to this meeting prepared by his desktop assessment of the project details. The meeting provides a platform for the Service Provider to explain in detail how he intends going about the operation and management with specific reference to the annual planning, resources and methods he will apply.

In addition, the Service Provider shall explain and demonstrate his awareness of the encompassing social, natural, economic, safety and statutory environment within which the project is situated and how each impacts on it.

This meeting also provides the opportunity for administration details to be finalised. Included among these, but without providing limits to what may be required shall be:

- Signing and initialling of the contract document;
- Confirmation of prescribed insurance cover, including that of joint venture members (if any);
- Confirmation of vendor registration;
- Delivery of a compact disc (CD) containing all relevant forms and procedures needed for effective project administration.

#### **ii) Progress meetings**

The date for the first progress meeting shall be fixed at the hand-over meeting. The first progress meeting shall not be scheduled longer than eight (8) calendar weeks after the hand-over meeting.

The Service Provider's programme and annual plan, as envisaged at the hand-over meeting shall be fine-tuned and approved at the first progress meeting. The approved annual plan shall identify the number and frequency of progress meetings. They may be reduced or increased as necessary to achieve the milestone date of delivery.

Duties of some sub-Service Providers are not directly related to the development and production of the project; nevertheless, because of the severe impact their progress can place on the programme, their presence at, and participation in, project progress discussions is not negotiable. They shall attend progress meetings and any delays caused by postponements due to their non-availability shall be to the account of the Service Provider.

The Service Provider shall also submit any reports regarding training, empowerment, capacity building, targeted enterprises, labour and staff returns and any such aspects as may be required by the Employer.

b) Other project related meetings

The Service Provider must ensure that proceedings of meetings (whether formal or informal) are formally documented. These meetings may be between the Service Provider, sub-Service Providers, the PSP and/or other Stakeholders.

### C3.1.11 Risk Management

The concept of risk shall be discussed at all meetings, starting with the hand-over meeting. The Service Provider shall identify restrictions and limitations on the implementation that the various processes may impose, estimate the probability that they will impact on performance, advise what measures are proposed to avoid them and what mitigating measures could be taken to mitigate in the event they do occur. This creates a risk register that must be raised and discussed at each successive progress meeting.

A base risk register shall be discussed and recorded at the hand-over meeting. It shall be re-visited at each successive progress meeting to confirm the status of each and record any changes. The opportunity to add more or remove others will also be discussed at the progress meetings.

### C3.1.12 Document Management

Three (3) hard copies of draft reports and/or documents shall be submitted 10 (ten) calendar days prior to the meeting dates for discussion purposes. All changes emanating from these meetings shall be incorporated into a final version. The record of the changes shall be by means of track changes to the draft version and submitted in CD format.

When a volume consists of more than 1 book, the number of the volume appears on the cover and on the title page, together with the number of the book, e.g. Volume 3: Book 1 of ....., or Volume 3: Book 2 of .....

All reports and/or documents shall utilise the Employer's pro-forma formatting without alteration unless specific request for a change has been submitted to and approved by the Employer. Pro-forma report formats are contained in Part C4: Site Information.

The table below lists the requirements of documentation that the Service Providers shall apply.

**Table 3.1.12: Documentation Requirements**

<b>Document Characteristics</b>	<b>Draft Reports/Documents</b>	<b>Final Reports/Documents</b>	<b>Books of Drawings</b>
Page	A4 80g/m <sup>2</sup>	A4 80g/m <sup>2</sup>	A2 80g/m <sup>2</sup>
Cover page layout	Employer's pro-forma works document cover page with appropriate wording for the specific report/document compiled		
Cover	White 80g/m <sup>2</sup>	Reports: Tokai Blue 160g/m <sup>2</sup> Documents: Red 160g/m <sup>2</sup>	Draft: White 80g/m <sup>2</sup> Final: Red 160g/m <sup>2</sup>
Printing All left hand margins to be 2.5cm Printing to be left justified	Back to back pages	Reports: back to back Contract document: back to back except: - New sections - All returnable schedules - Pricing schedule	All on separate pages
Binding	Plastic ring binders	Reports: plastic ring binders	Draft: Stapled and bound

Maximum thickness to be 3cm		Contract documents: stapled, glued and bound	Final: stapled, glued and bound
Number of paper copies	3 (three)	Reports: 1 (one) Tender documents: 1 (one) Tender evaluation: 2 (two) Contract documents: 2 (two) original for signature and 1 (one) copy	Draft: 3 (three) Final: 2 (two) original for signature and 1 (one) copy
Number of electronic copies	1 (one) CD/DVD	1 (one) CD/DVD 1 (one) CD/DVD of signed contract	1 (one) CD/DVD
Electronic format	MS Office 2013 and PDF	MS Office 2013 and PDF	PDF

### C3.1.13 Safety

This part of the specification has the objective to assist the Service Provider entering into contracts with the Employer that they comply with the Occupational Health and Safety (OH&S) Act, No 85 of 1993, as well as all applicable Regulations. Compliance with this document does not absolve the Service Provider from complying with minimum legal requirements and the Service Provider remains responsible for the health and safety of his employees and those of his Mandatories. The Service Provider shall therefore include this part of the specification to any contract that he may have with sub-service providers and/or suppliers.

This part also covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the Service Provider shall comply with in order to reduce the risks associated with this contract, which may lead to incidents causing injury and/or ill health. In this matter the spirit and intention of Regulation 5(1)(l) of the Construction Regulations, 2014, regarding negotiations between the parties, related to the contents and approval of the Health and Safety Plan, must be complied with.

The Service provider shall on award or the contract become the Client's Agent in terms of Construction Regulation 5(5); (6) and (7) of the Occupational Health and Safety Act (Act 85 of 1993). The duties and responsibilities as the Client's Agent are as prescribed in Construction Regulation 5(7).

For purposes of clarity typical duties required of the service provider are given below, but they shall not be interpreted as being exhaustive and if any conflict between them and the legislated Construction Regulations occurs the latter shall rule.

#### a) Project Specific Requirements

The following is a list of Baseline Risk Assessment and project specific health and safety specifications prepared by the Client in terms of Construction Regulation 5(1)(a) and 5(1)(f).

#### i) Baseline Risk Assessment

- Travelling on public roads
- Site Inspections under trafficked conditions
- Dealing with existing structures – possibility of asbestos
- Location of existing services, e.g. gas, telecommunications, electrical supply and similar
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Health risks arising from neighbouring as well as own activities and from the environment, e.g. threats by dogs, bees, snakes, lightning, etc.
- Exposure to a water environment
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/Aids and other diseases such as silicosis or asbestosis, where applicable

- Work adjacent or in proximity of railway lines
- Work adjacent or in proximity of traffic
- Working at heights
- Working in confined spaces – tunnelling
- Environmental impacts such as pollution of water, air or soil

b) Operational Phase

The Service Provider or his registered Professional Client Health & Safety Agent must identify elements of the operation that are inherently dangerous or hazardous during the operational phase in such a manner as to mitigate or eliminate the risk where possible. To this avail the Service Provider (or his Agent as outlined above) must prepare a baseline risk assessment for the intended assessment work, and make the same available to the Employer.

c) Health related Epidemics and Pandemics

The Service Provider shall, as far as reasonably practicable make provision for health-related epidemics and pandemics that is declared by Authorities. The Employer is aware that this provision will not speak to specific cases. Once the nature and scale of the epidemic or pandemic is known, the Service Provider must ensure that the requirements stipulated in the Hazardous Biological Agents (HBA) Regulation are adhered to and in particular the following as described in the mentioned Regulation:

- Information and training of employees
- Duties of person that may be exposed to HBA's
- Risk Assessments by the Employer (Service Provider)
- Monitoring exposure at the workplace
- Medical surveillance of employees
- Keeping of records
- Control of Exposure to HBA's
- Personal Protective Equipment and facilities
- Maintenance of control measures and facilities
- Prohibitions

**NOTE:** The above duties shall not be interpreted as being exhaustive and if any conflict between them and the legislated Construction Regulation arises, the latter shall rule.

**NOTE:** The above duties shall not be interpreted as being exhaustive and if any conflict between them and the legislated Construction Regulation arises, the latter shall rule.

#### **C3.1.14 Procedure for procurement of sub-service providers**

A sub-service is taken to mean any service necessary for the implementation of the project, which is performed by someone other than the Service Provider. A sub-service procured directly by the Service Provider requires the Service Provider to enter into a sub-service agreement with that sub-Service Provider. The relationship between the Service Provider and sub-Service Provider is that of contractor/sub-contractor.

Provisional sums have been provided in the pricing schedule if work is required to be undertaken by external sub-service providers.

Procurement of a sub-service shall be undertaken by means of a quotation/tender process. The Service Provider shall compile and issue relevant and approved terms of reference, together with the relevant work/pricing schedules, in accordance with the Employer's standard pro-formas and Supply Chain Management and procurement policies. This will require the Service Provider to advertise for an open tender process or invite quotations from identified potential sub-Service Providers and submit tender documents to the relevant regional office for collection and receipt of the tenders by that office. Submitted quotations/tenders, in a sealed envelope, directly to the Employer's regional office by the date and time agreed, will be opened in public by the Employer's delegated staff. The Service Provider shall remove under signature all submitted offers for analysis and submit a report with recommendations to the Employer for approval prior to the appointment of any sub-Service Provider. Once approved, the

Service Provider shall enter into an agreement with the sub-Service Provider with a copy of same submitted to the Employer.

In cases where a conflict of interest may arise, e.g. the Service Provider have shares in a laboratory that also wants to tender, the Employer will take over the procurement process described in the above paragraph as well as do the evaluation and recommendation of the sub-Service Provider.

a) Procurement of Targeted Enterprise (Road Safety Auditor)

Irrespective of the value of the scope of the work to be subcontracted to the Targeted Enterprise (Road Safety Auditor), the Service Provider shall procure this sub-service through a competitive tender or quotation process, which will consist of a technical proposal (for quality evaluation purposes) and a financial proposal.

**C3.1.15 Participation of Targeted Enterprise(s)**

The Employer may stipulate the involvement of Targeted Enterprise(s) in the project as a mechanism to broaden the economic share of the national spend on engineering services and as a means to hasten and improve the transfer of technical skills.

The Service Provider's Targeted Enterprise(s) become a contractual commitment upon award.

The Targeted Enterprise(s) shall be involved throughout the project and the percentage specified in the Contract Data shall be applicable to actual work split (excluding all provisional and prime cost sums but including site staff salaries)

**C3.1.16 Training**

a) Service Provider's staff and Targeted Enterprise

The Employer encourages training of candidate engineers or undergraduates requiring experiential training on this project. Training of the Service Provider's own permanent staff, temporary staff or Targeted Enterprise involved in this project becomes a reportable monthly event in terms of time and cost attributable to the Employer's spend from its allocated budget. Separate allowance has been made to train the Service Provider's and Targeted Enterprise's staff as assistants to certain required positions.

b) Employer's trainees

The Employer may enter into a separate arrangement with the Service Provider for training of its own permanent employees as a secondment for the express purpose of providing its candidate engineers with design and/or site supervision experience. The Employer may also enter into an arrangement with the Service Provider to provide experiential training to students.

Less formal will be experiential training the Service Provider is requested to provide to university or university of technology undergraduate students. The training provided must be in accordance with the academic institution requirements.

The Service Provider, apart from providing the technical training, shall also provide trainees with all the tools (including appropriate information technology hardware and software) and space necessary to carry out engineering or survey work as if they were the Service Provider's own permanent staff.

Reporting on training progress of each candidate engineer and student shall be compiled according to the formats and intervals set by ECSA (for engineering students) or SAGC (The South African Geomatics Council).

**C3.1.17 Payment and Monthly Reporting using the Employer's Integrated Transportation Information System (IT IS)**

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

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

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

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

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

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

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

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

- Contract Module – management of contracts;
- Project Information Module – uploading of employment and training data;
- Crash Module – uploading of [incident details](#).

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

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

### **C3.1.18 Contract(s)/Agreement(s) with Targeted Enterprise(s)**

The Service Provider shall enter into a contract/agreement with the Targeted Enterprise(s) to provide him with the opportunity to participate in SANRAL projects under their guidance. Copies of the contract/agreement(s) shall be provided to the Employer.

### **C3.1.19 Communication Management**

Communication management must be identified early in the life of the project and discussed with the Employer as to who shall be responsible for liaising with which party and to define the limits or authority that either party has to speak for or commit the other.

At the earliest stage of design development the Service Provider should have already identified the relevant and potential stakeholders in the project and list those that may play a sanctioning role that could accelerate or delay delivery of the project.

## **C3.2 ADMINISTRATION, OPERATIONS AND MANAGEMENT OF THE ROAD INCIDENT MANAGEMENT SYSTEMS**

### **C3.2.1 Scope**

This section covers the duties and obligations of the Service Provider in the provision of the Project Leader and staff for the administration, monitoring and measurement of the functions carried out by the Service Provider appointed by the Employer.

### **C3.2.2 Standards**

The Service Provider shall administer and monitor the project in accordance with the following requirements and guidelines:

- Government legislation.
- The Contract Documents as issued for the Works Contract.
- The Employer's manuals of procedures and guidelines.
- Current industry good practice.
- RIMS Operation & Policy (Draft)
- RIMS Protocols and Procedures (Draft)

### **C3.2.3 Fulfilling the functions of the Project Leader**

#### **(a) Appointment of the Project Leader**

The appointed Project Leader for the project shall be that person listed in the tender, who shall be authorized by the Service Provider to carry out the work intended by the specifications. Any alternative person to that offered in the tender shall possess similar competencies and experience and shall only be approved by the Employer if such alternative offer is as a result of genuine unforeseen circumstances.

The duties of the Project Leader shall be in accordance with the Employer's standard requirements and shall, *inter alia*, include:

- i) Appointment of suitable, able and competent staff, together with the administration of such staff (including those of any independent service provider/s as approved).
- ii) Monitor/schedule/manage the work program of the Road Incident Management Systems.
- iii) Ensure all data is accurately and timeously updated electronically and that reports of high quality standards are produced for the management of each system.
- iv) Supervise, co-ordinate and certify the timeous completion of all data and reports required.
- v) Compile a detailed spreadsheet of all stakeholders for all systems.
- vi) Provide the Employer with progress and other reports on all aspects of material importance regarding the Works.
- vii) Identification of risks to the Employer under the project, as well as communicating mitigations measures to the Employer.
- viii) To prepare RIMS Provincial Monitoring Reports (annual) which includes the identification high incident/ crash clusters and hazardous locations.
- ix) Manage, mentor and monitor the performance of sub contracted Targeted Enterprises.
- x) Ensure all incident data from WhatsApp or other sources, not captured on IT IS by RRM are captured by the Project Leader and RIMS office.

#### **(b) Head office administration**

The Service Provider shall supply sufficient head office administrative support to the site personnel to ensure efficient and timeous administration of the Works Contract.

The Service Provider shall furthermore be responsible for the safe keeping of all original documentation related to the different phases of the project, for a period of at least 5 (five) years after the contract completion. No additional payment will be made for this.

#### **(c) Occupational Health and Safety obligations**

The Service Provider shall execute the duties of the employer, as his appointed agent, as contemplated in the Construction Regulations (2014) to the Occupational Health and Safety Act (Act No. 85 of 1993).

#### **(d) Payment and monthly reporting**

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

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

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

The Service Provider shall complete various monthly reports regarding training, empowerment, capacity building, small contractor development, labour and staff returns and any such aspects on the Employer's Project Information Module. Failure to comply may result in payments being withheld.

#### **C3.2.4 Establishment of monitoring (RIMS) personnel on site**

##### **(a) Monitoring (RIMS) personnel**

The Service Provider shall be required to provide the personnel to monitor, administer, facilitate and co-ordinate the Project (RIMS) in accordance with the requirements of the Contract, Employer's standard requirements and RIMS procedures and protocols.

Provision has been made in the Pricing Schedule for the envisaged staffing requirement. The establishment of such staff shall however be subject to the approval of the Employer. For the envisaged scope of the Project, the monitoring (RIMS) personnel will consist of the following:

- i) RIMS Provincial Coordinator (fulltime) x 1
- ii) RIMS Coordinator assistant support (fulltime) x1
- iii) RIMS Administrator and Data Capturer (fulltime) x1
- iv) Trainee (student) x1

The minimum requirements for qualification and experience of the supervisory personnel are specified in Clause C3.1.9.

Provision has been made in the Pricing Schedule to cover the total annual cost of employment (TACE) of the supervisory staff which shall include the following:

- i) Basic salary.
- ii) Other benefits not reflected in the basic salary, which may include:
  - normal annual bonus (maximum of one month's salary) but excluding any performance bonuses or merit bonuses;
  - consulting firm's contribution to medical aid;
  - group life assurance, accident and disability insurance;
  - pension/provident fund contributions by the consulting firm;
  - allowances forming part of the remuneration package which are pensionable (car allowances, etc.);
  - computer and cell phone allowance if part of package and
  - other justifiable costs and allowances approved by the Employer.
- iii) costs payable due to all applicable statutory requirements such as:
  - Workmen's compensation fund contributions;
  - Unemployment insurance contributions; and
  - Other applicable statutory levies.

A standardized monitoring personnel overhead factor of 1.44 will be applied to the TACE of the supervisory staff (excluding the trainee (student) and Project Liaison Officer) which is made up as follows:

<b>Description</b>	<b>Site staff overheads</b>
Salaries (Technical) TACE	1.00
Salaries (Non-technical) TACE	0.24

Telephone and communication	Tendered item
Rental of premises, electricity, water	Tendered item
Transport not recovered from project	Pay item
Paper, stationary, consumables	Tendered item
Audit, bank charges, interest, insurance	0.08
Marketing	0.02
Office equipment	Tendered item
Training and development	0.02
Project direct expenses not recoverable	0.08
Head Office expenses	Tendered item
<b>Net Overhead Factor before profit</b>	<b>1.44</b>

Provision has also been made in the Pricing Schedule for additional overhead costs related to the employment of the relevant personnel, which may include the following:

- overtime by salaried professional and semi-professional staff (qualified Engineers, Technologists and Technicians) and all such other staff for which overtime is not payable in terms of the Labour Act;
- ordinary leave and sick leave (one month);
- administration related to salaries, legislation, etc.; and
- other overhead expenses and profit.

Replacement of staff as a result of any extended period of leave or sick leave outside the normal contractor's year end break shall be to the approval of the Employer.

Within 14 (fourteen) days after the Award of the Contract, the Service Provider shall submit for consideration and approval to the Employer a detailed proposal in the Employer's prescribed format which shall include a CV of appropriate experience and qualifications (scanned copies of relevant certificate) as well as a cost estimate for each proposed person including relocation, rented accommodation and personal transport (not recovered) cost. The Employer's objective is to develop local or provincial capacity and preference should be considered for suitable personnel located from within the province. In addition, the Service Provider shall also complete Returnable Schedule Forms B1 and B2 for the RIMS Regional Coordinators for evaluation. Amongst other evaluation criteria to be used, shall be the individual threshold of **70%**, for each of the above-mentioned monitoring personnel.

The annual salaries for those approved staff shall be substantiated by an auditor's certificate at the start of the project and whenever salary or staff changes occur thereafter. Prior approval is required for any salary adjustments/increases.

The Employer shall be entitled to instruct the Service Provider to remove forthwith from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

(b) Relocation of monitoring (RIMS) personnel

Provision has been made in the Pricing Schedule for the costs to relocate the core monitoring team to provincial office.

All monitoring personnel shall be contracted on a fulltime basis and their place of work shall be the designated regional RIMS office in Cape town metropolitan district in Western Cape province.

(c) Rented Accommodation

Where monitoring personnel are relocated from outside the province or where personnel own housing is not within close proximity of the provincial RIMS office, then appropriate rented housing will be provided by the Service Provider. A provisional sum has been allowed in the Pricing Schedule for this purpose.

Rented accommodation of the monitoring personnel shall be located as near to the RIMS Provincial office as practically possible. The RIMS Provincial office should be located within the Cape Town municipal district.

Where monitoring personnel are located within close proximity to the provincial RIMS office and elect to occupy their own housing, no payment will be made.

(d) Trainee personnel

A Provisional Sum has also been included in the Pricing Schedule to cover the costs of a trainee/student on site. The objective is to afford a locally based university or technical university student/s mainly from the historically disadvantaged group the opportunity to receive experiential training and base in the province. The appointment of any such trainees, their length of time on site, as well as the monthly allowance to be paid, shall be approved by the Employer. The Service Provider shall, if ordered by the Employer, identify any such local trainees for temporary appointment and implement and monitor appropriate training in accordance with the tertiary institution's requirements.

The Service Provider must ensure that the Mentee development programme is kept up to date and that it is formally submitted to the Employer's representative on an annual basis in line with an agreed appraisal process.

(e) Establishment of the Dedicated RIMS Provincial office

The Employer's preference for the establishment of office accommodation is either the town or city of Cape town due to the proximity to the Provincial RIMS operations.

The Service Provider shall provide dedicated office accommodation, furniture and equipment to perform all required duties for the fulltime monitoring of the RIMS Project. This shall, inter alia, include the following:

- Office accommodation of three (3) offices of approximately 10m2 each (or 30m2 in total)
- a dedicated land line or office extension
- all office furniture, including office desks and chair, (1) boardroom table with (6) chairs, filing cabinets, etc
- All cell phones, telecommunication and data lines, including rental, data and call charges.
- All safety equipment for monitoring personnel in accordance with the OHS requirements (e.g. safety jackets, orange lights, safety shoes, etc.).
- All equipment including photo copiers, modems, personal computers and printers (including all hardware and latest software), mobile data projector, bluetooth speakers, recorders, laptops etc
- consumables and stationary,
- Any other items necessary for the capture of all relevant data required for administrating the contract and reporting to the Employer
- PVC or Plastic Identity Card Printer.
- A Dash cam (RIMS Coordinators)

Provision has been made in the Pricing Schedule, for the establishment and de-establishment, the monthly operation and maintenance cost thereof.

In addition, the RIMS Coordinator/(s), RIMS Administrator shall be equipped with mobile phones for the Employer's ITIS mobile application, with the following **minimum** specification:

- Operating system: Android 6 or higher
- Camera resolution: 8 Mega pixels or greater
- Screen resolution: greater or equal to 480x800 pixels
- GPS facility with: Geo Tagging for images
- Data connection: 3G or greater

### C3.2.5 Operations and Management of the Road Incident Management System

The Service Provider shall ensure that all the work required under the contract is carried out in accordance with the specifications and current best practice and shall include effective financial control.

The Service Provider shall be responsible for the normal duties associated with the management and supervision of the Road Incident Management Systems contract, which duties shall, *inter alia*, include:

- Monitoring and reporting on the project as required by the Employer
- Implement Project Leader Quality Control Plan
- Management of ITIS software, capturing of crash information using ITIS desktop /ITIS Mobile, capturing of contract related data and any other associated duty relating to the ITIS modules as described under C3.1.13.
- Regular Meetings with the Employer
- Regular RIMS Meetings with Emergency Response Stakeholders
- Attend Project Liaison Committee meetings (PLC) on request of the RRM
- Monitoring and reporting of the trainees programme
- Employer Liaison
- Budget Control
- Progress Reports
- Description on the systems
- Feedback on the systems maintenance (training, PIA's etc)

In addition to duties related to the normal day-to-day activities of the RIMS, the Monitoring Personnel may be required to represent the Employer at emergency and disaster management forums, provincial traffic and SAPS clusters and local fire protection associations when instructed.

#### (a) Road Incident Management System (RIMS) Functions

The Supervisory Personnel's role in the Road Incident Management System shall only be those functions pertaining to operations and management of the Road Incident Management System and analysis of the incident data, and monitoring the Routine Road Maintenance Team's collection and capturing of incidents data on ITIS, and participation in incidents and facilitating the RIMS meetings as and when required.

Information in respect of the RIMS functions is provided in Part C4. The Employer will provide other relevant information and reports, including introduction to the Central Communication Centre (CCC), to which all calls for assistance will be routed. (Appendix A)

The RIMS Coordinator's primary role in RIMS includes:

- (i) Shall attend all meetings of the Road Incident Management System (RIMS), and shall, wherever necessary, also contribute towards the development and maintenance of response protocols,
- (ii) To facilitate and manage all RIMS meetings and stakeholder RIMS related meetings in the Western Cape Province,
- (iii) To facilitate the co-ordination and co-operation of all organisations, agencies and stakeholders involved in RIMS,
- (iv) Monitor all systems and ensure all activities of RIMS are effectively executed,
- (v) Facilitate all the RIMS meetings, from Steering Committee level to Provincial,
- (vi) The RIMS coordinator shall attend Post Incident Assessments after major incidents, and Simulations based on the prior approval of the Employer. The Site Personnel shall identify matters requiring improvement and intervention, to discuss excellence attained and to generally raise the standard of Incident Management.
- (vii) The Supervisory Personnel shall keep minutes of all relevant meetings as well as update all database spreadsheets for all Stakeholders involved in RIMS.
- (viii) Receive and capture incident data (in the provinces where crashes are captured centrally)
- (ix) Manage the RIMS activities required from the RRM Consultant and ensure execution, and
- (x) Submit various reports on the management and progress of all RIMS systems in the Western Cape Province
- (xi) Provide RIMS Formal (Accredited) and One Day (Refresher) workshop training for all systems in the province.

### C3.2.6 Appointment and Duties of the RIMS Coordinator

#### (a) Appointment of the RIMS Coordinator

The appointed road incident management coordinator for the project, shall be that person approved by the Employer, who shall be authorized by the Service Provider to carry out the work intended by the specifications and the duties required by the contract on a fulltime basis. The RIMS Coordinator shall have a tertiary qualification with 10 years' relevant experience and at least 3 years in workshop facilitation. The Coordinator shall successfully complete the Facilitator course on how to conduct Accredited Training sessions with ETDP SETA (Education, Training and Development Practices Sector Education and Training Authority) within six (6 months) of being appointed as RIMS Coordinator. In the event that the RIMS Coordinator does not achieve the above within the specified 6 (six) months, then the cost of providing an accredited facilitator/ assessor will be borne by the service provider.

The duties of the RIMS coordinator shall be in accordance with the Employer's standard requirements and shall, *inter alia*, include:

- i) Conduct meetings, with affected RIMS stakeholders and relevant forums, if necessary to establish communications channels and to determine issues impacting on the IMS system.
- ii) Provide the employer with progress and other reports on all aspects of incident management.
- iii) Ensure all information pertaining to incidents are obtained from and captured by either RRM Consultant or RIMS office. This includes all information pertaining to incidents on the roads under his management in a standard form and manner. This includes ensuring that all Incident Report forms (IR) forms are thoroughly completed and information captured on ITIS.
- iv) The above shall be captured electronically by either RRM or the RIMS office and sent to the Employer monthly, no later than 10<sup>th</sup> working day of the following month. These monthly statistics shall include:
  - The positions of all incidents on a map or on a diagrammatical representation of the road;
  - The frequency of these incidents and their nature and severity;
  - The number and severity of casualties;
  - Actions taken and possible solutions recommended, if and where applicable;
  - The performance of the Incident Management System with respect to response times, the duration of road closures and partial closures, and specifically identified problems as well as any general observations deemed necessary to be brought to the attention of the Employer;
  - Any recommendations for the development of new, or the modification of existing protocols;
  - The identification of possible high accident locations.
- v) Once all data has been captured by either the RRM or the RIMS Data Capturer, it is the duty of the RIMS Coordinator to further analyse the data by highlighting all hazardous locations, trends etc and submit a RIMS Provincial report.
- vi) The RIMS Coordinator shall facilitate all normal meetings of the road incident management system. At least twice a year, and shall, wherever necessary, also contribute towards the development and maintenance of response protocols.
- vii) The RIMS coordinator shall arrange and coordinate Post Incident Assessments (PIA) after a major incident an incident as and when requested depending on the challenges and severity of the incident. The coordinator shall facilitate this meeting and shall encourage frank and open discussions to identify areas requiring improvement and intervention, to discuss excellence attained and to generally raise the standard of Incident Management.
- viii) The RIMS coordinator shall be responsible to ensure that the RRM contractor is fully aware of the response protocols and RRM Contractors' duties in this regard, and shall monitor the efficiency and quality of the service rendered by the RRM contractor in respect of incidents occurring on the road.
- ix) The RIMS Coordinator shall be responsible for ensuring RRM consultants timeously submit RIMS requirements set in their contract. This includes, arranging simulations, Post Incident Assessments for smaller incidents, updating all crash/ incident data on ITIS for the analysis of incident trends to compile the RIMS Provincial Hazardous location report.

- x) The RIMS coordinator shall ensure all minutes are timeously done for all relevant meetings and keep records, which are to be handed to the Employer, annually.
- xi) Update of the RIMS guideline plans as and when required. An example is provided in Part C4.
- xii) Ensure all data is accurately and timeously updated electronically and that reports of high quality standards are produced for the management of each system.
- xiii) Provide training and monitor training requirements and ensure processing of assignments done by trainees in order to qualify for credits. It is the duty of the Employer to ensure credits are loaded with SETA and that certificates are printed accordingly.
- xiv) Ensure management of systems by regular engagement with various stakeholders to ensure compliance to RIMS protocols and attendance to meetings and training. Stakeholder engagement by having meetings with Head of emergency services to deal with system challenges.

(b) RIMS Coordinator's Functions

	RIMS FUNCTIONS	Responsible Entity
1.	MEETINGS	
1.1.	STEERING COMMITTEE MEETINGS	
	<p>At least three Steering Committee meetings will be held per RIMS system per annum. These meetings are chaired by the nominated chairperson from various services and the RIMS Co-ordinator will serve as the secretariat service for these meetings. The Steering Committee will comprise members from policy/senior management level of the emergency services operating within the geographical boundaries of the RIMS.</p> <p>Emergency Service representatives, should include:</p> <ul style="list-style-type: none"> <li>• Provincial Ambulance and Emergency Medical Services</li> <li>• Private Ambulance Services</li> <li>• Fire and Rescue Services</li> <li>• SAPS</li> <li>• Traffic Authorities, Municipal &amp; Provincial</li> <li>• Disaster Management</li> <li>• Centralised Communication Centre</li> </ul> <p>Non-emergency Service representatives, where appropriate, should include :</p> <ul style="list-style-type: none"> <li>• Chief Officers of Local Authorities</li> <li>• Water Authorities</li> <li>• Automobile Association of South Africa</li> <li>• Toll Route Operator</li> <li>• Motor Industries Federation</li> <li>• Road Authority and maintenance departments</li> <li>• Road Freight Association</li> <li>• South African Road Federation</li> <li>• Specialised Hazmat clean up companies</li> <li>• Towing Operators</li> </ul>	RIMS Coordinator
	<p><b>Membership:</b> It is essential that the respective Steering Committee members are capacitated to make decisions on behalf of their respective service. Consistency of members of Steering and Provincial Committees to be maintained and appointment letters be sent to members to confirm their appointment to serve on the RIMS Steering and Provincial committee members. Nomination forms to be completed for appointment of Chairpersons for all systems.</p>	RIMS Coordinator

	RIMS coordinator to keep a comprehensive updated database of all Provincial stakeholders who are involved in RIMS. This should be regularly reviewed and updated.	
	<p><b>Purpose:</b> Steering Committee meetings should focus on a report back to the Emergency services by the project team of RIMS system activities namely, training, Post Incident Assessment (PIA), simulations, task group meetings and overall monitoring of the system.</p> <p>The RIMS Coordinator is required to review the RIMS system through feedback from the various services.</p> <p>These meetings should address and assess specific problem areas that require intervention. The RIMS Co-ordinator should ensure that these meetings are fruitful and that they address all challenges and set up Action Plans to resolve them.</p> <p>Action Plans and Resolutions should be clearly recorded in the minutes of these meetings.</p> <p>RIMS Coordinator to ensure System reports are sent to the Chairperson quarterly for review progress of these meetings.</p>	RIMS Coordinator
	<p><b>Arrangements</b> for the meetings include:</p> <ul style="list-style-type: none"> <li>• Timeously distributing invitations and agenda to members advising them of the details of the meeting;</li> <li>• Ensuring follow up telephonically or via email to ensure attendance to meetings by liaising with Heads of Services, Station Commanders etc. Ensure written confirmation of names of candidates who will attend;</li> <li>• Ensuring an appropriate venue which is usually held at one of the Emergency service departments or to be sourced by consultant. Liaise with RRM Consultant to assist, where required;</li> <li>• Procurement of suitable quality refreshments and lunches for meetings. Eg, variety meat platters or a meal with meat, veg/salad and starch. Catering for approximately 40-50 people at all meetings, steering committees, Provincial meetings, PIA's and Task groups.</li> <li>• Same standard of lunches for all meetings, steering committee, provincial meetings and training workshops.</li> </ul>	RIMS Coordinator
	<p><b>Minutes:</b> All discussions to be recorded by the RIMS Coordinator and minutes distributed to all members within two weeks of the meeting.</p>	RIMS Coordinator
<b>1.2.</b>	<b>Progress and Planning Meetings</b>	
	<p><b>SANRAL Progress Meeting:</b> The RIMS Service Provider shall attend meetings with the Regional Employer representative to report on the RIMS System, planning and progress achieved,. Ensure presentation is done with links to various reports, databases for discussions. This will be arranged by the Project Manager.</p> <p>Minutes to be recorded and distributed within two weeks after the meeting.</p>	Project Leader, RIMS Coordinators & Administrator
	<p style="text-align: right;"><b><u>Quarterly</u></b></p> <p><b>SANRAL Planning/ Focus Group Meetings:</b> These meetings are rotated in various provinces. Invitations are sent to members from the national RIMS secretariat who co-ordinates all National RIMS events. The RIMS Coordinator to submit all respective reports on progress achieved against set or agreed targets, provide input or proposal to improve RIMS and relevant feedback to this meeting.</p>	<p>RIMS Coordinator</p> <p>Project Leader may be invited, if required</p>

	<p style="text-align: right;"><b><u>Quarterly</u></b></p> <p><b><u>RIMS National Technical Committee (NTC) Meetings:</u></b>  These meetings are rotated in various provinces. Invitations are sent to members from the national RIMS secretariat who co-ordinates all National RIMS events. The RIMS Coordinator to submit all respective reports, provincial presentation and feedback to this meeting.</p>	RIMS Coordinator
	<p><b><u>Provincial Coordinating and Advisory Committee Meetings – PCAC (3/annum)</u></b></p> <p>RIMS Coordinator is required to attend these meetings and give full feedback and reports on progress and challenges of each system in the Province. Senior heads of Emergency service departments are represented at this committee.  It is the duty of the RIMS Coordinator to ensure that relevant Heads of departments are included on the Data base of the secretariat. List of representation for RIMS to be regularly reviewed and updated.</p> <p>System reports for each district to be discussed. Provincial hazardous location reports to be discussed at these meetings and made available to other Stakeholders within the committee.  Minutes to be recorded and distributed to all Stakeholders within two weeks after the meeting.</p> <p><b>Stakeholder meetings</b></p> <p>Ensure regular meetings with RIMS stakeholders to promote RIMS protocols and ensure collaboration of road safety initiatives such as Engineering, Enforcement and Education.  Discuss and present hazardous locations, risks and mitigation measures that promote safer roads for the travelling public.  Attend Stakeholder meetings to assist in resolving operational challenges that are highlighted in meetings and various reports.</p>	<p>RIMS Coordinator</p> <p>Project Leader may be requested to attend by the Employer</p> <p>RIMS Coordinator</p>
<b>1.3.</b>	<b>Task Group Meetings</b>	
	<p><b><u>Purpose:</u></b> At least four per annum, per system has been allocated for either Task Group. These meetings are subject to the approval of the Employer, to address major challenges in a particular system.</p> <p>Task Group meetings will be held on as and when required to address specific issues such as communication difficulties, system protocol issues, system shortcomings, special campaigns, etc. In some cases, a Task Group may serve as a Sub Steering committee which is established in specific area of that system, in order to deal with the challenges in that particular area, for a certain period of time.</p>	RIMS Coordinator
	Representatives of these meetings will be operational members or Heads of the respective emergency services (see above). Membership of these committees will thus vary according to the issue being discussed.	RIMS Coordinator
	<p><b><u>Arrangements</u></b> for the meetings include:</p> <ul style="list-style-type: none"> <li>• Timeous distribution of invitations to members advising them of the details of the meeting;</li> <li>• Ensuring follow up telephonically or via email to ensure attendance to meetings by liaising with Heads of services, Station Commanders etc.</li> <li>• Ensuring an appropriate venue which is usually held at one of the Emergency service offices or as sourced by the service provider;</li> <li>• Provide suitable refreshments and lunch for the meeting. Meetings only as approved by the Employer.</li> </ul>	RIMS Co-ordinator assisted by RIMS Administrator

	Minutes of the Task Group meetings will be recorded and distributed to all members within two weeks of the meeting.	
<b>1.4.</b>	<b>Simulations</b>	
	<p style="text-align: right;"><b><u>As required</u></b></p> <p><b>Purpose:</b> Simulations are subject to the approval of the Employer, to address major challenges in a particular system.</p> <p>Simulations will be held on an ad-hoc basis to address specific issues such as training, communication difficulties, system protocol issues, system shortcomings, special campaigns, etc.</p>	RIMS Coordinator
	Representatives of these meetings will be operational members or Heads of the respective emergency services (see above). Membership of these committees will thus vary according to the issue being discussed.	RIMS Coordinator
	<p><b><u>Arrangements</u></b> for the meetings include:</p> <ul style="list-style-type: none"> <li>• Timeous distribution of invitations to members advising them of the details of the meeting;</li> <li>• Ensuring follow up telephonically or via email to ensure attendance to meetings by liaising with Heads of services, Station Commanders etc.</li> <li>• Ensuring an appropriate venue which is usually held at one of the Emergency services offices;</li> </ul> <p>Minutes of the sessions will be recorded and distributed to all members within two weeks.</p>	RIMS Co-ordinator assisted by RIMS Administrator
<b>1.4</b>	<b>RIMS Stakeholder Liaison Meetings/ Emergency Services</b>	
	<p>This activity involves:</p> <ul style="list-style-type: none"> <li>• Ongoing discussions with the emergency services concerning the implementation of Road Incident Management on scene and within their services in accordance with the agreed procedures and protocols of the system.</li> <li>• Engagement with Heads of departments to discuss challenges or shortcomings in the system is important to the success of the systems.</li> <li>• Discussion concerning difficulties encountered by these emergency services as well as possible solutions.</li> <li>• Certain Post Incident Assessment concerns may also be best resolved through Service and RIMS Stakeholder Liaison.</li> <li>• Liaison may take the form of telephonic contact with the members of RIMS or comprise scheduled or spontaneous visits, with various role-players, when in the area for Steering Committee meetings. Written correspondence concerning specific issues raised may be required.</li> <li>• Compile a spreadsheet/record of all Stakeholder engagement meetings, discussions and resolutions to track progress and history of a certain challenge.</li> <li>• Ensure regular meetings with RIMS stakeholders to promote RIMS protocols and ensure collaboration of road safety initiatives such as Engineering, Enforcement and Education.</li> <li>• Discuss and present hazardous locations and mitigation measures that promote safer roads for the travelling public.</li> </ul>	RIMS Coordinator
<b>2.</b>	<b>REPORTS</b>	
<b>2.1.</b>	<b>Fact Sheets - Monitoring and Data Evaluation Reports</b>	

	<p style="text-align: right;"><b><u>Submission: June and January</u></b></p> <p><b><u>Fact sheets/ Monitoring reports:</u></b></p> <p>The RRM Consultant is responsible for submitting a formal Fact Sheet Report which highlights statistics in a monitoring period and indicate trends, hot spots, road safety issues and challenges. Engineering plans and interventions should be noted. This is discussed at the Steering committee meetings.</p> <p>Annual Fact sheet are prepared by the RRM Consultant</p> <ul style="list-style-type: none"> <li>It is the duty of the RRM Consultant to obtain all information pertaining to incidents on the roads under his/her management in a standard form and manner. This includes ensuring that all Incident Report Forms (IR) forms are completed by RRM teams who attend incidents.</li> <li>RRM Consultant must ensure that all Incident Report forms are thoroughly completed on the scene. The RIMS Incident Report Form is a document which helps the RRM Contractor to record all information regarding an incident. This form, along with the SAPS Accident Report (AR) form is used to capture data on ITIS, which will be the responsibility of the RIMS service provider.</li> </ul>	RRM Consultant
	<ul style="list-style-type: none"> <li>The above information shall be captured electronically on ITIS by either the RRM Consultant or RIMS Coordinator or both dependant on the operating procedure within that specific region.</li> <li>The RRM Consultant is required to create the Fact sheets by extracting graphs from ITIS and drawing up a Bi-annual and Annual Fact sheet. Data manipulation and extractions will be carried out and monitoring documents produced.</li> <li>The above shall be captured electronically and sent to the Employer every 6 and 12<sup>th</sup> month of each year.</li> <li>It is the duty of the RIMS Coordinator to ensure RRM Consultant produces these Fact Sheets and thereafter the data will be further analysed by the RIMS Coordinator.</li> <li>Obtain crash data from various stakeholders such as, Emergency Medical services, SAPS, RTMCC, Traffic, Forensic Pathology and ensure data analysis by drawing from data provided..</li> </ul>	RRM Consultant/ RIMS Coordinator  RIMS Coordinator & Design Specialist
<b>2.2.</b>	<b>RIMS PROVINCIAL REPORTS</b>	
	<p style="text-align: right;"><b><u>Annual Presented at Provincial &amp; Stakeholder meetings</u></b></p> <p>The RIMS Coordinator is required to further analyse the ITIS data by highlighting all aspects of the system as a whole which will include, hot spots, hazardous locations, challenges, resources limitations, response and communication challenges etc. The RIMS Coordinator is required to determine all issues impacting on RIMS and establish communication channel, Action Plans or sub working groups to resolve these challenges.</p> <p>The RIMS Co-ordinator is required to analyse these Fact sheets and other data on ITIS and collate into a Provincial Report for Hazardous locations, indicating each of the system challenges by considering the following:</p> <ul style="list-style-type: none"> <li>Summary of all work done in each system</li> <li>Ensure comprehensive reports <i>clearly</i> reflect challenges, Actions, Resolutions.</li> <li>Evaluation of services of each system to ensure systems are operating optimally.</li> <li>Fact sheet and data sent by RRM consultant are analysed into this report.</li> <li>Hazardous locations for each area and recommendations for intervention</li> <li>Review all PIA reports and simulations that indicate areas of concern where stakeholder engagement meetings may be required</li> <li>The identification of high accident locations;</li> <li>The frequency of these incidents and their nature and severity;</li> </ul>	RIMS Coordinator

	<ul style="list-style-type: none"> <li>• The main causes of incidents;</li> <li>• The number and severity of casualties, fatalities;</li> <li>• Types of vehicles involved;</li> <li>• Actions taken and possible solutions recommended, if and where applicable;</li> <li>• The performance of the Incident Management System with respect to response times, the duration of road closures and partial closures, and specifically identified problems as well as any general observations deemed necessary to be brought to the attention of the Employer;</li> <li>• Any recommendations for the development of new, or the modification of existing protocols;</li> <li>• Performance of RIMS in various districts, shortcomings, challenges, interventions and recommendations</li> <li>• Updated Resource list for all systems.</li> <li>• Reports to be sent to: <ul style="list-style-type: none"> <li>• Provincial chairperson,</li> <li>• All Steering comm. Chairs,</li> <li>• And all affected and interested parties to address road safety matters</li> </ul> </li> </ul>	RIMS Coordinator
<b>2.3.</b>	<b>SYSTEM REPORTS</b>	
	<p style="text-align: right;"><b><u>Submission: Quarterly at NTC</u></b> <b><u>Submitted to SANRAL at feedback meetings</u></b></p> <ul style="list-style-type: none"> <li>• This report captures all work done in each system – Summary of: <ul style="list-style-type: none"> <li>○ All meetings held</li> <li>○ Summary of all actions from minutes of meetings</li> <li>○ Training done/planned <ul style="list-style-type: none"> <li>○ Simulations,</li> <li>○ Post Incident assessments,</li> <li>○ Hazardous locations</li> <li>○ ITIS summaries of incidents to date</li> <li>○ Challenges and actions</li> <li>○ Stakeholder engagement meetings, resolutions</li> <li>○ Some of the above information is received from the Accumulative report done by RRM Consultant (Route manager).</li> </ul> </li> </ul> </li> <li>• Each RIMS Co-ordinator/ Provincial chairperson to present the above at the National Technical Committee (NTC) meetings</li> </ul>	RIMS Coordinator
<b>2.4.</b>	<b>SIMULATION EXERCISES AND REPORTS</b>	
	<ul style="list-style-type: none"> <li>• Simulations done only on instruction of the Employer,</li> <li>• Simulations done by external service providers: The attendance of the RIMS coordinator/ at these meetings is subject to the approval of the Employer, to address major challenges in the system.</li> <li>• It is the responsibility of the RIMS Coordinator with the assistance of the relevant RRM Consultant to set up simulations in collaboration with other stakeholders.</li> <li>• Focus on challenges and short comings in the system. After training, test those matters addressed in SC meetings and see if there is improvement or if more intervention is required.</li> <li>• Determine the location of the Simulation by focusing on hot spots and problem areas, with guidance from the RIMS Coordinator.</li> <li>• CCC simulations to test the effectiveness of communication and timelines for mobilising services required on scene. This could be tested after training has been provided to the CCC.</li> </ul>	RIMS Coordinator  RIMS Coordinator  RIMS Coordinator  RRM Consultant & RIMS Coordinator

	<ul style="list-style-type: none"> <li>RIMS Coordinator to ensure simulations are done timeously. Offer support and guidance. Ensure Lessons learnt/reports are distributed to Heads of departments and discussed in Stakeholder meetings.</li> </ul> <p>Arrangements for the Simulation include:</p> <ul style="list-style-type: none"> <li>Notification to Heads of departments to attend and form part of the evaluation team during the simulation</li> <li>Ensure an appropriate venue and equipment to stage the event</li> </ul> <p>RIMS Coordinator is required to draft a list of the findings and lessons learnt and circulate to all services represented within 2 weeks after the simulation.</p>	RIMS Coordinator
<b>2.5</b>	<b>POST INCIDENT ASSESSMENT (PIA) REPORTS</b>	
	<ul style="list-style-type: none"> <li>Major incident, fatalities, road closure, problems with protocols etc, all these incidents require PIA meetings.</li> <li>All RIMS coordinators are required to be part of a WhatsApp group for major incidents as set up by the RTMCC. Ensure that the Department of Transport is also invited to the PIA meetings</li> <li>All RIMS coordinators to set up a WhatsApp group for major road incidents as managed by the coordinator. This is to keep updated on road closures and major incidents in the Province. Also to prompt the coordinator of incidents where RRM need to set up a PIA, due to challenges in scene management.</li> <li>Plan stakeholder meetings in order to resolve challenges on findings.</li> </ul> <p>PIA meetings are set up by the RIMS Coordinator at which representatives of the emergency services are called together to constructively discuss the management of a specific incident. It is recommended that a PIA be considered after:</p> <ul style="list-style-type: none"> <li>Hazardous chemical incidents, or heavy vehicle incidents that results in chaos at the scene;</li> <li>Incidents requiring road closure or use of an alternative routes;</li> <li>Incidents at which the principles and protocols of the RIMS were not adhered to;</li> <li>Incidents involving major fatalities ;</li> <li>Well managed incidents that will provide a learning experience.</li> </ul>	RIMS Coordinator
<b>2.6</b>	<b>PROJECT REPORTS</b>	
	<p>The project report are documents that are required to be handed over to the SANRAL Project Manager before the end of the RIMS Contract. All documents should be handed over in:</p> <ul style="list-style-type: none"> <li>hard copy files and</li> <li>electronic versions on CD. Electronic documents should be in a format that is able to be easily edited and not in PDF.</li> </ul> <p>Refer to <b>Appendix E</b> for the full list of documentation</p>	RIMS Coordinator
<b>3.</b>	<b>TRAINING</b>	
	<p>There are three types of training:</p> <ol style="list-style-type: none"> <li>One day RIMS training – full day workshop</li> <li>Dangerous goods awareness training – Full day workshop</li> <li>Formal Accredited training – two to three days</li> </ol> <p>The RIMS Coordinator is responsible for setting up all Training Workshops.</p> <ul style="list-style-type: none"> <li>Invitations and follow up to ensure attendance</li> </ul>	RIMS Coordinator

	<ul style="list-style-type: none"> <li>• Request Learner manuals and training material received from Regional coordinator</li> <li>• Ensure Learner registration forms are submitted, prior to the training</li> <li>• Conduct the two-day training workshop and give adequate guidance to the learners to assist in building their portfolio's.</li> <li>• Clearly communicate all requirements and assignments issued and clearly stipulate submission dates.</li> <li>• Once the portfolios are submitted by the learners, check content thoroughly by completing the Assessor checklist.</li> <li>• Ensure all activities, assignments and knowledge questionnaires are completed and note all outstanding information in the portfolio folder and record sheet.</li> <li>• Ensure all Unit standards are received and thoroughly assessed by a qualified &amp; approved Assessor.</li> <li>• Provide adequate support, guidance and feedback to each of the learners on their portfolios and shortcomings, including outstanding work required in order to be found competent.</li> <li>• Communicate regularly with learners on various communication platforms to encourage them to submit and complete their portfolios in time.</li> <li>• Set up and facilitate contact session with the learners to provide guidance where they may have difficulty understanding the requirements of each unit standard. Where possible, these contact sessions to be done in conjunction with other meetings attended in the relevant district.</li> <li>• Keep a list of Frequently Asked Questions (FAQ) where learners tend to get stuck, in order to address those common challenges in the future training sessions.</li> <li>• Ensure a maximum submission of competent portfolios are received to provide the client with high return on the investment.</li> <li>• Provide regular feedback to learners on the status of their portfolio submissions and reminders of submission dates and incomplete work.</li> <li>• Extension dates to be approved by the Employer before implementation.</li> <li>• Ensure a thorough record is kept of all communication to learners.</li> <li>• Once learners have been found competent by the Assessor, the Coordinator is required appoint a Moderator to moderate the portfolios.</li> <li>• Ensure submission of close-out reports for each training session</li> <li>• Although it is the responsibility of the Employer to ensure external Moderation of portfolios, the RIMS Coordinator is required to prepare a list of competent submissions which must be sent to the Employer to ensure competent candidates are allocated the credits due for successful completion.</li> <li>• All competent Learner portfolio's as well as incomplete portfolio documents should be submitted to the Employer annually along with the training database.</li> <li>• The RIMS Coordinator to keep a comprehensive database of all training done and those who qualified for credits, as well as those not found competent. An updated Training report to be sent to the Employer within the specified reporting timelines.</li> <li>• To provide feedback to Heads of Departments (HOD's) on learners who have been found competent as well as those who have not completed the course.</li> </ul> <p>Training, in the operational implementation of the RIMS, will be scheduled at least twice per annum for each system at workshop level. Training sessions follow a 2 day workshop format encouraging active participation from participants.</p> <p>The following content should be included in training sessions:</p> <ul style="list-style-type: none"> <li>- Refer to the SANRAL RIMS training CD</li> <li>- Refer to the SANRAL IM learner, facilitator and assessor guideline document</li> <li>- Refer to the SANRAL learner manual and approved presentations, as approved by NTC.</li> </ul> <p>Attendance at the training should be multidisciplinary and include:</p> <ul style="list-style-type: none"> <li>- All operational staff who attend incidents on RIMS routes</li> <li>- All staff involved in traffic control on the alternative route</li> </ul>	
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	<ul style="list-style-type: none"> <li>- Control room staff</li> <li>- Training officers</li> <li>- Senior and middle management</li> <li>- Members of the non-emergency services including tow operators, water authorities, spill companies etc.</li> </ul> <p>It is advisable for Centralised Communication Centre (CCC) staff training take place separately and to focus specifically on the principle of centralised communication and the roles and responsibilities of the CCC. Material to this targeted training should be sourced from SANRAL and conducted in the form prescribed.</p> <p>Services should be encouraged to provide in-service training and an effort should be made to assist in this regard. Non-classroom training exercises should also be provided at least once per annum. These exercises may take the form of a simulation exercise.</p> <p>Arrangements for the training include:</p> <ul style="list-style-type: none"> <li>- Distributing notices to members advising them of the details of the training</li> <li>- Ensuring an appropriate venue</li> <li>- Arranging suitable refreshments</li> </ul> <p>Completion of the training process will include forwarding a Statement of Results to trainees and sending a letter of acknowledgement to the Head of the Departments with confirmation of results.</p>	
<b>4.</b>	<b>COMMUNICATION</b>	
	<p><u>In all RIMS correspondence, the following people need to be included (cc'd)</u></p> <ul style="list-style-type: none"> <li>• RRM Route manager,</li> <li>• For Provincial and Steering committee matters: CC the relevant Chairperson</li> <li>• SANRAL RIMS Project Manager</li> <li>• It is the duty of the RIMS Coordinator to ensure that RRM RIMS duties are fulfilled and delivered timorously and accurately. Reminders and deadline dates to be set by the RIMS Coordinator</li> <li>• Ensure Simulations and Post Incident Assessments are done on all RIMS systems in the Mpumalanga Province.</li> <li>• Ensure ITIS is updated on a monthly basis and assist where there are challenges in obtaining the incident information from Emergency services or departments</li> <li>• Ensure Guideline documents are timeously distributed to emergency services once updated and that a comprehensive Distribution spreadsheet is completed by RRM, to indicate exactly where the documents have been distributed amongst the services.</li> <li>• Ensure RRM gives full feedback on Road works, upgrades and contracts that are on their routes.</li> </ul>	
<b>5.</b>	<b>OTHER RESPONSIBILITES – Management of Routine Road Maintenance (RRM)</b>	
	<p><u>Update ITIS</u> <span style="float: right;"><u>Monthly</u></span></p> <ul style="list-style-type: none"> <li>• Confirmation of updates are sent automatically to RIMS SANRAL Project Manager</li> <li>• If no incidents, it needs to be stated on the Accumulative monthly report form</li> <li>• Incomplete crash data , AR forms not captured on IT IS to should be sent by RRM to RIMS Coordinator to load crash data on IT IS to ensure accuate data.</li> </ul>	RRM Consultant & RIMS Coordinator

	<p><b><u>Major incidents</u></b> <span style="float: right;"><b><u>Adhoc</u></b></span></p> <ul style="list-style-type: none"> <li>Managing major incidents: Major incidents classified as: road closure, hazmat, truck collisions, major spillage that could cause delays or hazard for other road users, fatalities, 2 or more vehicles involved.</li> <li>All major incidents require a PIA and National Department of Transport must be invited.</li> </ul>	<p>RIMS Admin/ Data Capturer</p> <p>RIMS Coordinator &amp; RRM Consultant</p>
	<p><b><u>Guideline documents</u></b></p> <ul style="list-style-type: none"> <li>To review each system document regularly and ensure it is updated on an annual basis. Updates are sent to SANRAL for approval and print if required by October of each year.</li> <li>Ensure it is updated and distributed to all stakeholders either electronically or in hard copy</li> </ul>	<p>RIMS Coordinator</p>
	<p><b><u>Managing the RRM Contractor's RIMS responsibilities</u></b></p> <ul style="list-style-type: none"> <li>The Route Manager shall be responsible to ensure that the Contractor is fully aware of the response protocols and the Contractor's duties in this regards, and shall monitor the efficiency and quality of the service rendered by the Contractor in respect of incidents occurring on the road</li> </ul>	<p>RRM Consultant</p>

### iii) Incident Monitoring and Data Evaluation

The basis of the monitoring system is the RIMS Incident Report Form completed by the RRM team and evaluated by the Project Team. The IMS Incident Report Form (please refer to Annexure G) is a document which helps the RRM team to capture details of an incident. Information recorded on this form includes:

- Location details
- Nature of the Incident Management System
- Vehicles involved and driver details
- Chemical spillage details
- Casualties
- Services notified
- Traffic information

The Incident Report Form will be checked by the Project Team to ensure that all details have been recorded, are logical and that the protocols of the System have been adhered to. The Report Form will be captured by the RRM Consultant into an incident database. Data manipulation and extractions will be carried out and monitoring documents produced.

### iv) Documentation

Bi-annual Fact Sheets will be forwarded to the emergency services. Fact Sheets are easy to read handouts highlighting significant statistics in a monitoring period. An annual Monitoring Report will be prepared. This report should include:

- Nature of incidents
- Occurrence of incidents
- Duration of incidents
- Detection of incidents
- Services involved
- Injuries
- Road closure
- Heavy motor vehicle incidents
- Incidents by location

- Cluster analysis.

This report will be distributed to all members of the Steering Committee meetings.

**v) Update and Revision of Guideline Plan**

The RIMS Guideline Plan is an operational document which records agreement reached regarding certain actions and procedures. The document contains details on the fundamental principles of the RIMS as well as agreed response protocols developed by National technical committee (NTC) and accepted alternative routes.

The Alternative route plans must be generated using a geographic information system (GIS) software, which spatially clearly indicates the alternative routes.

The Guideline Plan should be reviewed and updated as required to ensure that the information contained is up to date contact details of all emergency services in all districts and takes into account any changes included roads conditions reports for the affected networks.

### **C3.2.7 Routine Road Maintenance (RRM)**

The Employer has appointed numerous RRM Service providers assigned to various routes within the province under separate contracts. The details of the current RRM Teams are provided. Refer to Appendix.

The duties of the Route Manager for RIMS shall include:

- (i) Collection of Incident Data.
- (ii) Capture Incident Data on the Employer's Incident Capturing Tool.
- (iii) Completion of Fact Sheets for Incident Data.
- (iv) Assisting in RIMS Steering Committee Meetings, PIA's and simulations where required.
- (v) Initiating and assisting of Post Incident Assessment (Debriefing) meetings.
- (vi) Managing the Contractor's RIMS responsibilities.
- (vii) Assistance in updating of RIMS Guideline Documents.
- (viii) Managing and communication on WhatsApp groups or specified APP's regarding the status of road incidents in the province.

### **C3.2.8 Road Safety**

The Employer has implemented a Road Safety Management System (RSMS) which proactively and reactively addresses road safety concerns on the entire national road network. The vision of the Employer Road Safety Strategy reads as follows: "To achieve a sustainably safe national road network for all our road users, primarily through engineering, but also through partnerships with education and enforcement authorities and stakeholders"

The Routine Road Maintenance (RRM) contracts cover the full extent of the national road network and therefore play a pivotal role in realizing this vision. In addition to normal road safety responsibilities and liaising associated with Routine Road Maintenance contracts, the Service Provider is expected to perform the following key activities which are closely aligned with the Employer's RSMS:

- (i) Hazardous Location Identification and Investigation  
The objective of this exercise is to accurately identify hazardous locations in conjunction with relevant stakeholder (the Employer, Traffic and Local Authorities, etc.). Hazardous locations are defined as a portion of the network with a length not greater than 5km, which are prone to, or have potential to be prone to higher than usual collision rates. Once a hazardous location have been agreed upon with the Employer, the Service Provide will conduct a Road Safety Investigation and compile a Road Safety Investigation Report which proposes appropriate and practical remedial measures. Road Safety Investigations shall be conducted every 6 months.

### C3.2.9 Transport for supervisory personnel and additional services

The Service Provider shall provide sufficient appropriate vehicles to carry out the duties as specified in clause C3.2.5 and C3.2.6 above. Only travel in the execution of these duties, as well as any other travel necessary as a result of any additional duties as ordered by the Employer, shall be claimable. Travel costs incurred as a result of week end travel by supervision personnel to their place of permanent residence shall not be claimable and shall be deemed to be included in the monthly rate tendered for the relevant supervision personnel. Travel between site staff's residence and Site Office shall be deemed as **private travel**.

Travel log sheets for each vehicle utilised shall be certified by the Project Leader/ Engineer and included under cover of the payment certificates submitted to the Employer. The total kilometres for all travel per calendar month for all supervisory staff; shall be limited to **10 000 kilometres**. Any excess travel above **10 000 kilometers** shall be for the Service Provider's account.

The kilometre rate for all supervisory staff travel shall be limited to a Category A and B type vehicle with a 1600 Engine Volume cc.

Final rates can be downloaded monthly by following the link:

<https://www.transport.gov.za/web/departement-of-transport/roads>

### C3.2.10 Measurement and payment

Item	Unit
<b>32.01</b>	
<b>Engineer and Head Office</b>	
(a) Duties of the Project Leader	month
(b) Head Office overhead costs	month
(c) Occupational Health and Safety obligations	month
(d) Reporting	month

The unit of measurement under pay item 32.01(a) shall be the rate per calendar month (pro rata for part of a month). The tendered rate shall include full compensation for all costs, including personnel, transport, accommodation and subsistence etc. associated with fulfilling the duties of the Project Leader as specified in clause C3.2.3.

The unit of measurement under pay item 32.01(b) shall be the rate per calendar month (pro rata for part of a month). The tendered rate shall include for all overhead costs, including levies, taxes, insurances, provision of sureties, profit etc. associated with the RIMS operation and management services.

The unit of measurement under pay item 32.01(c) shall be the rate per calendar month (pro rata for part of a month). The tendered rate shall include full compensation for all costs, including personnel, transport, accommodation and subsistence of the Occupational Health and Safety Specialist for fulfilling the Service Providers obligations as the Employers agent with respect to the requirements of the Construction Regulations of the Occupational Health and Safety Act (Act No. 85 of 1993).

The unit of measurement for sub-item 32.01(d) shall be rate per calendar month (pro rata for part of a month).

The rate tendered shall include full compensation for registering on the Employer's project information module, compiling and capturing within the specified time frames, monthly for the full duration of the Contract, the required information regarding training, empowerment, capacity building, targeted enterprise development, labour and staff returns. It shall further include for all personnel and other costs, disbursements, overheads and profit.

Contract price adjustment shall be applicable in accordance with clause C2.1.6.

Item	Unit
<b>32.02</b>	
<b>Establishment of Monitoring personnel and Dedicated RIMS Provincial office</b>	
(a) Relocation of individual Supervisory personnel	
(i) RIMS Coordinator	Prov sum (P Sum)
(ii) RIMS Administrator/ Data Capturer	Prov sum (PC Sum)
(iii) Handling cost i.r.o. sub-item 32.02(a) (i) and (ii)	Percentage (%)
(b) Establishment of Dedicated RIMS Provincial office including office furniture and equipment.	Lump Sum (LS)

The unit of measurement under pay item 32.02(a)(i) and (ii) shall be the prime cost sum (Prov Sum).

Payment under this items shall include all costs related to establishing the individual supervisory personnel in the regional RIMS office and their removal after completion of the Works, as approved by the Employer and shall be paid in accordance with Clause C2.1.6.

The unit of measurement for pay item 35.02(a)(iii) shall be the percentage. Payment under this sub item shall be made on the amount actually spent and shall include full compensation for the handling costs of the service provider.

The unit of measurement under pay item 32.02(b) shall be the lump sum. The lump sum tendered for the establishment and de-establishing of the dedicated RIMS Provincial office accommodation, including all necessary office furniture and equipment and shall include full compensation for supplying and removing all office furniture and equipment, and incidentals required for carrying out administration, monitoring and management of the RIMS in accordance with clause C3.2.5 and C3.2.6 including:

- i) All office accommodation for RIMS personnel (minimum of three (3) separate offices of approx. 10m2 each) with dedicated landline or extension to each.
- ii) All necessary office furniture.
- iii) All cell phones (including RIMS Administrator/ Data Capturer), telecommunication and data lines.
- iv) All safety equipment for supervisory personnel in accordance with the OHS requirements (e.g. safety jackets, orange lights, boots, etc.).
- v) All equipment including copier rental, fax machine, consumables, stationary etc.
- vi) All necessary computer hardware, latest software, printers and modems and associated consumables.
- vii) Any other items necessary for the capture of all relevant data required for administering the contract and reporting to the Employer.
- viii) Provision of dash cam for the RIMS Coordinator only
- ix) Provision of a data projector and other tools such as Bluetooth speakers, flip charts etc, for enhancing training workshops.
- x) Project data management software program, interactive reports system for data analysis, eg. Pro-BI or similar.

The lump sums tendered shall be payable in two instalments as follows:

- 75% of the sum tendered when the team and office equipment has established on site.
- 25% when the team and equipment has been de-established.

Item	Unit
<b>32.03</b>	
<b>Provision of Monitoring personnel and Road Incident Management System (RIMS) office</b>	
(a) RIMS Coordinator	Prov sum
(b) Handling cost i.r.o item 32.03(a)	Percentage
(c) RIMS Administrator/ Data Capturer	Prov sum
(d) Handling cost i.r.o item 32.03(c)	Percentage
(e) RIMS Coordinator Support	Prov sum
(f) Handling costs in respect of 32.03 (e) above	Percentage
(g) Trainee	Prov sum
(h) Handling costs in respect of 32.03 (g) above	Percentage
(i) Accommodation	Prov sum
(j) Handling cost i.r.o. item 32.03(i)	Percentage
(k) Maintenance and monthly cost of dedicated RIMS Provincial Office, including furniture and equipment	Monthly

The sum under pay item 32.03(a), (c) and (e) is to cover the monthly (pro rata for part of a month) Total Annual Cost of Employment (TACE) (including a 1.44 site staff overhead factor) of the fulltime monitoring staff (excluding trainee (student)) as listed in Clause C3.2.4 and approved by the Employer.

Payment under this pay items shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official hand-over of the project or after completion of the contract. The TACE shall be verified by means of an audited statement.

The provisional sum shall be paid for in accordance with Clause C2.1.8.

The unit of measurement for pay items 32.03(b), (d) and (f) shall be the percentage.

The percentage tendered shall include full compensation for all additional overhead costs related to the employment of the relevant personnel as specified in Clause C3.2.4(a).

The provisional sum under pay item 32.03(g) is to cover the costs of a trainee on site as specified in clause C3.2.4. The provisional sum item shall be paid for in accordance with Clause C2.1.8.

Contract price adjustment shall be applicable in accordance with Clause C2.1.6.

The % tendered for handling costs under pay item 32.03(h) shall include for all costs associated with the sourcing, employment, training, mentoring, scheduling, compilation of reports for the trainee, in order for him/her to complete their studies or to aid them to register with a Professional body, as well as handling fees and profit

The provisional sum under pay item 32.03(i) is to cover the cost of rented accommodation for monitoring staff as approved by the Employer.

The unit of measurement for pay item 32.03(j) shall be the percentage.

The percentage tendered shall include for all costs associated with the reimbursement by the Service Provider for rented accommodation, as well as handling fees and profit.

The unit of measurement for pay item 32.03(k) shall be the month (pro rata for part of a month).

The rate tendered for office equipment shall include full compensation for operating, servicing and maintaining all office rental , including all equipment and furniture as specified in Clause C3.2.4(e), including all incidentals, all monthly operational cost and charges including costs such as landline, cellphones and mobile data costs, project database management systems, security and insurances as deemed necessary.

<b>Item</b>	<b>Meetings</b>	<b>Unit</b>
<b>32.04</b>	(a) RIMS Steering Committee Meetings	<b>Number</b>
	<ul style="list-style-type: none"> <li>i) Overberg district Municipality (Swellendam)</li> <li>ii) Garden Route district municipality (George)</li> <li>iii) Cape Winelands district Municipality (Worcester)</li> <li>iv) Central Karoo district municipality (Beaufort West)</li> <li>v) West Coast district municipality (North- (Vredendal)</li> <li>vi) West Coast district municipality (South - Moorreesburg)</li> <li>vii) Cape Town metropolitan</li> </ul>	
	(b) Task Group Meetings	<b>Number</b>
	<ul style="list-style-type: none"> <li>i) Overberg district Municipality (Swellendam)</li> <li>ii) Garden Route district Municipality (George)(District</li> <li>iii) Cape Winelands district municipality (Worcester)</li> <li>iv) Central Karoo district municipality (Beaufort West)</li> <li>v) West coast district municipality North (Vredendal)</li> <li>vi) West Coast district municipality South (Moorreesburg)</li> <li>vii) Cape Town Metropolitan district</li> </ul>	
	(c) RIMS Meetings	<b>Number</b>
	<ul style="list-style-type: none"> <li>i) Provincial Coordinating Advisory Committee (PCAC)</li> <li>ii) National Technical Committee (NTC)</li> <li>iii) Post Incident Assessment</li> <li>iv) Simulations</li> </ul>	
	(d) SANRAL Meetings	<b>Number</b>
	<ul style="list-style-type: none"> <li>i) SANRAL Progress Meetings</li> <li>ii) Planning / Focus Group Meeting</li> </ul>	

The unit of

measurement for pay items 32.04 (a) and (b) shall be the number of meetings held within a specific district municipality. The rate tendered shall include all cost associated with administering the meeting,

including accommodation, meals and incidentals for monitoring staff, venue hire (if required), equipment i.e. projector & screen, provision of refreshments and lunch for all members attending, and printed handouts (System reports, minutes of previous meeting and agenda) but excluding travelling cost which is provided for in item 32.07.

The unit of measurement for pay items 32.04 (c) (i), and (iii) and (iv) , shall be the number of meetings held and attended. The rate tendered shall include all cost associated with attending, administering the meeting, including equipment i.e. projector & screen, printed reports and handouts. The rate shall include accommodation, meals and incidentals as well as preparation therefore including any reports, formal submissions and printing thereof. The rate excludes travelling cost which is provided for in item 32.07 and venue hire (if required) cost which is provided for in item 34.01(a) Disbursements.

The unit of measurement for pay items 32.04 (c) (ii) shall be the number of meetings attended. The rate tendered shall include all cost associated with attending the meeting and the preparation therefore including any reports, formal submission and feedback, printing all required reports but excluding travelling cost which is provided for in item 32.07 for supervisory personnel only and accommodation cost which is provided for in item 34.01(a) Disbursements.

The unit of measurement for pay items 32.04 (d)(i) shall be the number of meetings held and attended. The rate tendered shall include all cost associated with attending the meeting and preparation and printing all required reports, accommodation, meals and incidentals but excluding travelling cost which is provided for in item 32.07 for supervisory personnel only.

It is a requirement that the Project Leader and Design Specialist attends the SANRAL Progress Meeting. The rate tendered for pay item 32.04(d) (i) shall include all cost associated with the Project Leader attendance including flight, travel, accommodation, meals and incidentals.

The unit of measurement for pay items 32.04 (d)(ii) shall be the number of meetings held and attended. The rate tendered shall include all cost associated with attending the meeting and the preparation therefore including any formal submissions, provincial system status and printing all required reports but excluding travelling cost which is provided for in item 32.07 for supervisory personnel only and accommodation cost which is provided for in item 34.01(a) Disbursements, for monitoring personnel only.

Should it be required for the Project Leader to attend any of these meetings, the cost associated with attending the meeting will be provided in pay item 34.01(a) Disbursement.

Item	Unit
<b>32.05 Reports</b>	
(a) RIMS Provincial Report	Number
(b) Guideline Plan	
i. Preparation of Base Document & Alternative Routes	Number
ii. Annual Revision	Number

The unit of measurement for pay items 32.05 (a) shall be the number of reports completed and accepted by SANRAL. The rate tendered shall include all cost associated in the production of one original A4 report. The replication, size and format of subsequent copies will under Disbursements, item 3400. The report requirements are listed in the programme requirements under section C3.1.7).

The unit of measurement for pay items 32.05(b)(i) shall be number of Guideline base documents completed and accepted by SANRAL. The rate tendered shall include all cost associated in the preparation of each system guideline document including the usage of latest Guideline Plan template approved by the NTC, the updating of the system related information for generating alternative route maps on a geographic information system mapping (GIS) software using the available electronic transfer information (shapefiles or CAD) from the previous issue, cost for gathering and processing information

from various sources. The rate tendered shall include all cost associated in the production of one original A4 plan and an electronic version in PDF. The replication, size and format of subsequent copies will under Disbursements, item 3400. Only as ordered by the Employer.

The unit of measurement for pay items 32.05(b)(ii) shall be the number of reviews/ updates of all systems completed once every twelve months but also accepted by the Employer. The rate tendered shall include all cost all associated in the updating of the base Guideline Plan including cost for gathering and updating of relevant information and alternative route maps contained within the Guideline Plan. The rate tendered shall include all cost associated in the production of one original A4 plan and an electronic version in PDF The replication, size and format of subsequent copies will under Disbursements, item 3400.

Item	Unit
<b>32.06 Training (within District Municipality)</b>	
<b>(a) 1 Day RIMS Workshop Training (non-accredited)</b>	
	Number
(i) Overberg district municipality	Number
(ii) Garden route district municipality	Number
(iii) Cape Winelands district municipality	Number
(iv) Central Karoo district municipality	Number
(v) West Coast North district	Number
(vi) Westcoast South district	Number
(vii) Cape Town Metropolitan	
(viii) Refreshments .....	Prov.Sum
(ix) Handling costs i.r.o pay item 32.06(a)(viii) .....	Percentage
(x) Hiring of venues.....	Prov.sum
(xi) Handling costs i.r.o pay item 32.06(a)(x).....	Percentage

The unit of measurement for pay items 32.06(a) (i) to (vii) shall be the number of meetings held. The rate tendered shall include all cost associated with administering the meeting including accommodation costs, equipment i.e. projector & screen. speaker, and printed hand-outs but excluding travelling cost which is provided for in item 32.07. All training manuals will be provided by the Employer.

The unit of measurement under pay item 32.06 (a)(viii) shall be a provisional sum. The Service Provider shall obtain quotations from catering suppliers, restaurants etc. The Provisional Sum item shall be paid in according with clause C 2.1.8.

The percentage tendered under pay item 32.06(a)(ix) is a percentage of the amount actually spent under pay item 32.06 (a)(viii), and shall include full compensation for handling costs of the Service Provider.

The unit of measurement under pay item 32.06 (a)(x) shall be a provisional sum. The Service Provider shall obtain quotations from suitable venues in the event that no other venues are available at Emergency services or District Municipalities. The provisional sum item shall be paid in accordance with clause C2.1.8.

The percentage tendered under pay item 32.06(a)(xi) is a percentage of the amount actually spent under pay item 32.06(a)(x), and shall include full compensation for handling cost of the Service Provider

Item	Unit
<b>32.06 Training (within District Municipality)</b>	
<b>(b) Formal Training (TETA accredited)</b>	
<b>(i) Theoretical Training (2 + 1 Day)</b>	
(a) Overberg district municipality	Number

(b) Garden Route district municipality	Number
(c) Cape Winelands district municipality	Number
(d) Central Karoo district municipality	Number
(e) West Coast district North	Number
(f) West Coast district South	Number
Cape Town metropolitan	Number
(ii) Refreshments .....	Prov.Sum
(iii) Handling costs i.r.o pay item 32.06(b)(ii) .....	Percentage
(iv) Hiring of venues.....	Prov.sum
(v) Handling costs i.r.o pay item 32.06(b)(iv) .....	Percentage
(vi) Review & Assessment of Portfolio of Evidence (PoE).....	Number
(vii) External Moderator Assessment & POE Verification	Prov Sum
(viii) Handling cost i.r.o. pay item 32.06(b)(vii) .....	Percentage
(ix) External Moderation Assessment & POE verification	Prov Sum
(x) Handling cost i.r.o pay item 32.06(b)(ix).....	Percentage

The unit of measurement for pay items 32.06(b)(i)(a) to (g) shall be the number of meetings held and shall achieve the 16 Notional hours required . The rate tendered shall include all cost associated with administering the initial 2 (two) day contact session as well as the third day for guidance and support to the learners to complete the portfolio of evidence, including Facilitators accommodation, meals and incidental costs, equipment i.e. projector & screen, and printed handouts but excluding travelling cost which is provided for in item 32.07 and RIMS Training manuals which will be provided from Regional or Head Office.

The unit of measurement under pay item 32.06 (b)(ii) shall be a provisional sum. The Service Provider shall obtain quotations from food suppliers, restaurant etc. The Provisional Sum item shall be paid in according with clause C 2.1.8.

The percentage tendered under pay item 32.06(b)(iii) is a percentage of the amount actually spent under pay item 32.06 (b)(ii), and shall include full compensation for handling costs of the Service Provider.

The unit of measurement under pay item 32.06 (b)(iv) shall be a provisional sum. The Service Provider shall obtain quotations from suitable venues in the event that no other venues are available at Emergency services or District Municipalities. The provisional sum item shall be paid in accordance with clause C2.1.8.

The percentage tendered under pay item 32.06(b)(v) is a percentage of the amount actually spent under pay item 32.06(b)(iv), and shall include full compensation for handling cost of the Service Provider

The unit of measurement under pay item 32.06(b)(vi) is number of learners that submitted Portfolio of Evidence (PoE) and that has been reviewed by an Accredited Assessor. The rate tendered shall include all cost all associated with administering, providing guidance and assistance to the learners, and reviewing the PoE including the cost for submission to the relevant SANRAL regional office for certification (currently Western Region)

The unit of measurement under pay item 32.06 (b)(vii) shall be a provisional sum. The Service Provider shall obtain separate quotations from accredited RIMS Moderators to assist with the Training course and to moderate selected submitted Portfolios of Evidence. The provisional sum item shall be paid in accordance with clause C2.1.8.

The percentage tendered under pay item 32.06(b)(viii) is a percentage of the amount actually spent under pay item 32.06(b)(iv), and shall include full compensation for handling cost of the RIMS Moderator.

**Item**

**Unit**

**32.07 Transport for supervisory personnel and additional duties**

- |  |                      |
|--|----------------------|
| (a) Travelling to perform duties       | provisional sum (PS) |
| (b) Handling cost i.r.o. item 36.04(a) | percentage (%)       |

The provisional sum is to cover the costs for travelling to perform the duties as specified in clause C3.2.5 and C3.2.6 and any additional duties as may be ordered by the Employer. The provisional sum shall cover all costs associated in providing transport as specified in Clause C3.2.7. The transport per calendar month for all supervisory personnel in excess of 10 000 kilometres shall not be paid under this pay item and shall be for the Service Provider's account. Completed log sheets for each vehicle shall be certified by the Engineer and included in the monthly payment certificate.

The % tendered for handling cost under pay item 32.07(b) shall include for all costs associated with providing transport for supervisory personnel, as well as handling fees and profit.

### **C3.3 ADDITIONAL DUTIES**

#### **C3.3.1 Scope**

This section covers additional work, other special services and specialist advice, reporting and other duties etc. that the Service Provider or the Employer may be required to undertake over and above the normal duties and obligations as specified.

#### **C3.3.2 Standards**

The Service Provider shall undertake all additional duties as ordered by the Employer in accordance with:

- The Contract Documents
- Additional investigations or assessments
- The Employer's pro-forma project document
- The Employer's standard requirements
- Current industry good practice

#### **C3.3.3 Additional Duties**

##### **(a) By the Service Provider**

The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not be limited to:

- Alterations to the scope of works
- Additional design requirements
- Evaluation of alternative tenders or quotations
- Diverse other services
- Special Services and specialist advice

Allowance is made in the Pricing Schedule for payment on a time basis for any such additional services that may be required. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer in accordance with the following definitions:

- v) **Category A** shall mean a top practitioner whose expertise is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert.
- vi) **Category B** shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors, or co-members, bears the risks of business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in engineering design and development, provides strategy guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project (e.g. The Engineer for the project).
- vii) **Category C** shall mean all salaried senior professional and technical staff performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to the project. A person referred to in Categories A or B may also fall in this category if such person performs work of an engineering nature at this level (e.g. The Route Manager for the project).
- viii) **Category D** shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in categories A, B or C.

Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement therewith.

##### **(b) By the Employer**

Additional duties performed by the Employer may involve, but not be limited to:

- re-evaluation of any replacement personnel by the Tender Evaluation Panel
- reviewing draft documentation submitted more than once.

Allowance is made in the Pricing Schedule for payment on a time basis for any such service performed more than once.

### C3.3.4 Regional mapping using GIS based software technology

The Employer will request the Service Provider to prepare specific maps based on selected data or defined criteria on GIS based software. The Service Provider will provide these maps electronically. Should the Employer requests printed drawings, the cost shall be claimed under 34.01 Disbursements.

Allowance is made in the Pricing Schedule for payment on a time basis for the preparation of the GIS based maps, that may be required. The level of expertise necessary for the GIS based work shall not require category of personnel more senior or experienced than Category C in accordance with the following definitions:

- i) **Category C** shall mean all salaried senior professional (PLATO - Geomatics Professional Act, Act No. 19 of 2013) and technical staff performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to the project. A person referred to in Categories A or B may also fall in this category if such person performs work of an GIS/ engineering nature at this level (e.g. The Route Manager for the project).
- ii) **Category D** shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in category C.

### C3.3.5 Measurement and payment

Item	Unit
<b>33.01 Additional duties by the Service Provider</b>	
(a) Personnel - Category A	hour (hr)
(b) Personnel - Category B	hour (hr)
(c) Personnel - Category C	hour (hr)
(d) Personnel - Category D	hour (hr)

The rate tendered shall be for the carrying out of any additional duties extra-over the normal Services as specified and as ordered by the Employer. The rates tendered shall include for all personnel costs including overheads and profit. Transport, if required, shall be paid at the rates under payment item 32.07.

Item	Unit
<b>33.02 Additional duties by Employer</b>	hour

The unit of measurement shall be the hour of Employer personnel utilised for additional duties.

The provided negative rate shall be for carrying out additional duties as specified in Clauses C3.1.9, C3.3.4 and C3.5.4 and shall be deducted from the service provider's interim payment certificate immediately after having being informed by the Employer.

The minimum time will always be 2 (two) hours per key person re-evaluated and actual hours will be charged for proof reading draft documentation submitted more than once.

Item	Unit
<b>33.03 Preparation of GIS based Maps as ordered by the Employer</b>	
(c) Personnel - Category C	hour (hr)
(d) Personnel - Category D	hour (hr)

The rate tendered shall be for the preparation of GIS based Maps and as ordered by the Employer. The rates tendered shall include for all personnel costs including overheads and profit. Transport, if required, shall be paid at the rates under payment item 32.07.

## **C3.4 DISBURSEMENTS**

### **C3.4.1 Scope**

This section covers additional items that Service Provider or the Employer may require where not covered by other items.

<b>Item</b>	<b>Unit</b>
<b>34.01 DISBURSEMENTS</b>	
(a) Disbursements	Provisional sum
(b) Handling cost i.r.o item 34.01(a)	Percentage (%)

The provisional sum under pay items 34.01(a) is to cover the costs of additional items such as travelling, accommodation, hiring of venues, equipment requirements and other costs involved where the Employer may require. The percentage tendered for handling costs under pay item 34.01 (b) is a percentage of the amount actually spent under item 34.01(a) and shall include the full compensation for handling cost of is for the mark-up or other incidental costs incurred by the Service Provider. The provisional sum shall be paid in accordance with Clause C2.1.8.

### **C3.5 ADMINISTRATION AND MONITORING OF ROAD SAFETY APPRAISALS**

#### **C3.5.1 Scope**

This section covers the duties and obligations of the Service Provider in the provision of the Project Leader and staff for the administration, monitoring and measurement of the functions carried out by the Service Provider appointed by the Employer.

#### **C3.5.2 Standards**

The Service Provider shall administer and monitor the project in accordance with the following requirements and guidelines:

- Government legislation.
- The Contract Documents as issued for the Works Contract.
- The Employer's manuals of procedures and guidelines.
- Current industry good practice.

The National Department of Transport, South African Road Safety Manual (SARSM) draft published 1999 together with the South African Road Safety Audit Manual (SARSAM) Second edition published May 2012, as a best practise tool, shall provide guideline to the management of the project.

#### **C3.5.3 Fulfilling the functions of the Design Specialist**

##### **(a) Appointment of the Design Specialist Road Safety Engineering**

The appointed Design Specialist Road Safety Engineer for the project shall be that person listed in the tender, who shall be authorized by the Service Provider to carry out the work intended by the specifications. Any alternative person to that offered in the tender shall possess similar competencies and experience and shall only be approved by the Employer if such alternative offer is as a result of genuine unforeseen circumstances.

The duties of the Design Specialist shall be in accordance with the Employer's standard requirements and shall, *inter alia*, include:

- i) Appointment of suitable, able and competent staff, together with the administration of such staff (including those of any independent service provider/s as approved).
- ii) Monitor/schedule/manage the work program of the Road Safety Audits (Appraisals).
- iii) Ensure all data is accurately and timeously updated electronically and that reports of high quality standards are produced for the management of hazardous locations.
- iv) Compile a Hazardous Location register with all relevant information on all high crash locations.
- v) Prepare a Hazardous Location report which ranks the locations and prioritising the highest crash risk locations.
- vi) Every six to twelve months, recommend at least four locations where a Road Safety Appraisal should be undertaken.
- vii) Provide the Employer with progress and other reports on all aspects of material importance regarding the hazardous locations.
- viii) Identification of risks to the Employer under the project, as well as communicating mitigations measures to the Employer.
- ix) Manage the procurement of Targeted Enterprises to undertake the Road Safety Audits (Appraisals)
- x) Manage, mentor, guide and monitor the performance of the subcontracted Targeted Enterprise and ensure that a quality service is delivered
- xi) Compile Road Safety Audit Summary Report after each round of audits (annual) which considers (desktop) and recommends appropriate countermeasures or interventions which the Employer may considered to reduce the likelihood or severity of the hazards identified in each of the Road Safety Audits undertaken during that specific period (usually annually). The recommendations can be split into short, medium and long term. The Summary Report should also review the procurement and mentoring process of the Road Safety Audit undertaken by Targeted Enterprises

**(b) Head office administration**

The Service Provider shall supply sufficient head office administrative support to the site personnel to ensure efficient and timeous administration of the Works Contract.

**(c) Occupational Health and Safety obligations (Not applicable to this project)**

The Service Provider shall execute the duties of the employer, as his appointed agent, as contemplated in the Construction Regulations (2014) to the Occupational Health and Safety Act (Act No. 85 of 1993).

**(d) Payment and monthly reporting**

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

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

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

The Service Provider shall complete monthly reports regarding training, empowerment, capacity building, small contractor development, labour and staff returns and any such aspects on the Employer's Project Information Module. Failure to comply may result in payments being withheld.

**C3.5.4 Road Safety Audit (Appraisals)**

The Employer has implemented a Road Safety Management System (RSMS) which proactively and reactively addresses road safety concerns on the entire national road network. The vision of the Employer Road Safety Strategy reads as follows: "To achieve a sustainably safe national road network for all our road users, primarily through engineering, but also through partnerships with education and enforcement authorities and stakeholders"

From a proactive perspective, the Employer utilises NETSAFE as a network assessment tool which assigns a risk index for each portion of the road network based on a set number of key indicators. The proactive approach is further achieved through conventional CAPEX and OPEX project by adopting a safe system approach to design and construction including undertaking of road safety audits.

The Road Safety Partnerships has also been identified as the key area for SANRAL to implement the integrated approach (The Three E's) to addressing Road Safety and are divided into two main Sub-Focus Groups, namely Road Incident Management Systems (RIMS) and Road Safety Education and Training.

From a reactive perspective, the Employer has a Hazardous location identification, investigations of hazardous location and the implementation of remedial measures in the short and medium term.

The Hazardous Location system is therefore part of a reactive approach (on existing roads) to road safety and is based on the analysis of existing crash data, such as ITIS data or relevant data from other sources.

Traditional reactive road safety engineering processes include activities such as:

- Information collection and management (RIMS data entered into ITIS)
- Identification of hazardous locations on the road network; and
- Analysis, development and implementation of remedial measures

(i) Hazardous Location database (Provincial)

The objective of this exercise is to enable consolidation and/ or comparison of all relevant crash information available on ITIS with crash information received from other sources such as the, Road Traffic Management Corporation (RTMC) fatal crash information,

Emergency Medical Services (EMS) Trauma information and Towing Operators road crash information.

The Hazardous Location database will be based primarily on the crash information captured on ITIS. From time to time, crash related information from other sources will be made available and must be included in the provincial database under separate headings or tabs. The Service Provider should expect information from the following sources, inter alia:

- Road Traffic Management Corporation (RTMC) – Annual fatal crash information
- Department of Health (EMS) – Trauma related information
- Towing Operators – Road incidents or cases
- Ad-hoc reports from stakeholders or the public in general.

As part of the RRM, each contract must produce and submit a bi-annual Hazardous Location report. The service provider will also have to incorporate the hazardous locations identified within the reports into the database

The Service Provider is responsible for capturing or uploading the crash related information provided by these sources into the provincial database. The information must be updated regularly and should be made available on a monthly basis.

The database can be managed using a spreadsheet (i.e. Microsoft Excel) or database management (i.e. Microsoft Access).

The database should include input data i.e. road user types including Vulnerable Road user/ NMT, vehicle type and details, crash type and details, visibility, day of week, time of day, injury types, observed operational, 85<sup>th</sup> percentile and posted speed, traffic volumes, road environment, , road class, road condition, previous crash rate, etc.

The database should contain sufficient information such that it would allow for the statistical analysis of crash data and allow for the comparison of different datasets.

(ii) Geographic Information Systems (GIS)

To enable the analysis and comparison of information received from all sources, it is required to reduce it to a common spatial reference using GIS based software. The SANRAL ITIS data is captured to point locations however other sources might refer to descriptions i.e. areas of jurisdiction, SAPS precincts, road names, well known point of interest, etc. In these cases, the service provider would be required to review and cleanse the data using defined criteria before it could be imported into GIS.

Once the information has been loaded onto GIS, it can then be represented on typical maps/ plans based on the specific queries or enabled selection criterion.

(iii) Hazardous Location Analysis and Identification

The objective of this exercise is to accurately identify hazardous locations by analysing the available crash data. Hazardous locations are defined as a portion of the network with a length not greater than 5km, which are prone to, or have potential to be prone to higher than usual collision rates.

The Service Provider has to analyse the crash Information and database (register) and determine a combined rating for each of the hazardous locations using an agreed predefined criterion i.e. crash history, crash collision rates, fatalities and fatal crashes, fatalities and fatal crashes per kilometre travelled, Equivalent Accident Number (EAN) pedestrian related crashes and fatalities, animal related crashes and fatalities public transport and heavy vehicle related crashes and fatalities, etc.

A further gap comparison of the information received from other sources when compared to the information on ITIS Crash module. This is primarily to determine where there is good correlation or alternatively, where there are obvious gaps in the ITIS dataset so that it can be addressed operationally through (RIMS or RRM) to ultimately improve the

crash dataset. This can be provided i.t.o. of a factor or percentage of reported crashes per time period. It can also be used as a monitoring tool.

In addition, the Hazardous Location reports received from the RRM contracts should also be reviewed and comments provided to the RRM projects from a road safety perspective. The Service Provider will review this report and consider as part of the overall hazardous location analysis.

(iv) Hazardous Location Report

Prepare and issue a Hazardous Location Report on an annual basis highlights the top priorities within the province taking into account annual and seasonal trends based on the hazardous location analysis

The Service Provider will bi-annually, update the ranking of the hazardous location and tabulate i.t.o absolute crashes, fatal crashes and fatalities, pedestrian related crashes & fatalities, animals related crashes as well as considering exposure to each unit or rate of measure with reference to the length of road and vehicle kilometres travelled.

Based on this, the Service Provider will tabulate the Top 30 Hazardous Locations within the province.

Based on the recommendations of the highest-ranking locations, and in discussion with the Employer, the service provider will identify at least 4 (four) locations where a Road Safety Audits (Appraisals) should be undertaken on an annual basis.

(v) Targeted Enterprise

The Service Provider shall procure the services of Targeted Enterprise/(s) to undertake the Road Safety Audits (Appraisals) through a publicly advertised Expression of Interest and / or Request for Quotation process. The selection criteria will be tailored in such a way that it allows for lesser experienced engineering service providers to be provided with an opportunity to be trained in and undertake a Road Safety Audits under the management, guidance and mentorship of the experienced Service Provider. It is envisaged that the appointment of the Targeted Enterprises will be split into two (2) or three (3) rounds of procurement over the duration of the project.

The Service Provider shall enter into a sub-contract /sub-service agreement with the Targeted Enterprise(s).

The Service Provider will use the Standard Conditions of Contract for Professional Services (as published and amended from time to time by the Construction Industry Development Board) and as amended by the Employer for the purpose of subcontracting with the Targeted Enterprise. Copies of the sub-contract /agreement(s) shall be provided to the Employer

(vi) Road Safety Audits (Appraisal) by Targeted Enterprise

The Road Safety Audit (Appraisal) should be undertaken by the Targeted Enterprise using the principles embodied in the South African Road Safety Audit Manual (SARSAM) May 2012, as well as the SANRAL Road Safety Audit policy, a copy of which is attached in Appendix (H). The Target Enterprise Sub-service provider will submit the Draft Road Safety Audit Report to the Service Provider for review and approval. The Service Provider together with the Targeted Enterprise will submit and present the Draft Road Safety Audit report to the Employer for their quality review and comment. The purpose of the review is not to remove any findings contained in the report but to ensure the completeness and quality of the report and that the developmental outcomes of the process and objectives of the road safety audit programme has been achieved. Once the review comments have been Road Safety Audit must be submitted to the Employer for completion processing i.e. Exception Report.

(vii) Road Safety Audit Summary Report

The Service Provider should compile a Audit Summary report after each round of audits (annual) which considers, assesses (desktop) and recommends appropriate countermeasures and interventions which the Employer may consider to reduce the likelihood or severity of the hazards identified in each of the Road Safety Audits undertaken during that period. The recommendations can be split into short, medium and long term.

The Service Provider should on an annual basis review the effectiveness and impact of previous interventions and whether the desired impact has been achieved.

The Summary Report should evaluate the management and mentoring of each of the sub-service providers and whether the developmental objectives had been obtained. The report should provide an overview of the process and identify any highlights and challenges which can be enhanced or improved with the next round of procurement.

### C3.5.5 Measurement and payment

Item	Unit
<b>35.01 Design Specialist Road Safety Engineer and Head Office</b>	
(a) Duties of the Design Specialist	month
(b) Head Office overhead costs	month

The unit of measurement under pay item 35.01(a) shall be the rate per month (pro rata for part of a month). The tendered rate shall include full compensation for all costs, including personnel, transport, accommodation and subsistence etc. associated with fulfilling the duties of the Design Specialist as specified in clause C3.5.3.

The unit of measurement under pay item 35.01(b) shall be the rate per calendar month (pro rata for part of a month). The tendered rate shall include for all overhead costs, including levies, taxes, insurances, provision of sureties, profit etc. associated with the engineering services.

Contract price adjustment shall be applicable in accordance with clause C2.1.6.

Item	Unit
<b>35.02 Meetings and Site Inspections</b>	
(a) SANRAL Project Progress Meetings	Number
(b) Task Group Meetings(c)RIMS Provincial Coordinating Advisory Committee	Number
(d) Site Inspections	Number
i) Overberg district municipality	
ii) Garden route district Municipality	
iii) Cape Winelands District Municipality	
iv) Central Karoo district Municipality	
v) West coast municipality	
vi) Cape Metropolitan	

The unit of measurement for pay items 35.02 (a) to (c) shall be the number of meetings held and attended by the Project Leader and Design Specialist, Road Safety Engineering. The rate tendered shall include all cost all associated with attending the meeting, including accommodation, travel, flight, equipment and preparation and printing of any reports. Item 35.02 (b) and (c) only attended as ordered by the Employer.

The unit of measurement for pay items 35.02 (c) shall be the number of inspections undertaken by the Design Specialist: Road Safety Engineering. The rate tendered shall include all cost all associated with undertaking the inspection, including accommodation, travel, flight, equipment and printed hand-outs. Only attended as approved by the Employer.

Item		Unit
<b>35.03</b>	<b>Hazardous Location Register and Reports</b>	
(a)	Prepare, continuously update and maintain Provincial Hazardous Location database	Month
(b)	Provincial Hazardous Location analysis and preparation Report (Annual)	Number
(c)	Provincial Hazardous Location Map	
	i. Preparation of Base Document	Lump sum
	ii. Annual Update or Revision	Number
(d)	Review Major Crash Investigation Report issued by relevant authority (Only on instruction of the Employer)	Number

The unit of measurement for pay items 35.03 (a) shall be calendar month. The rate tendered shall include all cost associated with the continuous updating and maintenance of the provincial hazardous location register or database, the monthly electronic submission to the Employer, including any handling and profit. The replication, size and format of subsequent hard copies will be paid under Disbursements, item 3700.

The unit of measurement for pay items 35.03 (b) shall be the number of final reports completed and accepted by the Employer. The rate tendered shall include all cost associated with the analysis of the hazardous location database, the comparison with other sources, RTMCC, Provincial data, he recommendations and the preparation of and the production of one Draft and Final A4 report. The replication, size and format of subsequent copies will under Disbursements, item 3700. The report requirements are listed in the programme requirements under section C3.5.3.

The unit of measurement for pay items 35.03 (c)(i) shall be lump sum for the preparation of the Hazardous Location Base Map. The rate tendered shall include all cost associated in the production of one original A0 and A2 Plan including cost for gathering and processing information from various sources. The replication, size and format of subsequent copies will under Disbursements, item 3400.

The unit of measurement for pay items 35.03 (c)(ii) shall be the number of updates completed once annually but also accepted by the Employer. The rate tendered shall include all cost all associated in the production of one original A0 and A2 Plan including cost for gathering and processing information from various sources. The replication, size and format of subsequent copies will under Disbursements, item 3400.

The unit of measurement for pay items 35.03 (d) shall be the number of reviews completed but also accepted by the Employer. The rate tendered shall include all cost all associated in the production of one original A4 Review report.

Item		Unit
<b>35.04</b>	<b>Road Safety Audits (Appraisal)</b>	
(a)	Procurement of Targeted Enterprises for the Road Safety Audits (Appraisals)	Number
(b)	Management, Monitoring, Guidance, Mentoring, and Review of Road Safety Audits (Appraisals) undertaken by Targeted Enterprise	Number
(c)	Road Safety Audits (Appraisal) undertaken by Targeted Enterprises	Prov Sum
(d)	Handling cost i.r.o. item 35.04(c)	Percentage %
(e)	Road Safety Audit Summary Report	Number

The unit of measurement for pay items 35.04 (a) shall be the number of procurement processes undertaken by the Service Provider in order to selected and considered as qualifying Targeted Enterprises for the Road Safety Audit sub-service appointment. The rate tendered shall include all costs associated with the planning, scheduling, meetings, compilation of expression of interest and quotation/ financial submission documentation, advertising via electronic platforms, corresponding and issuing of up to 20 (twenty) EoI/ quotation documents in each batch, in electronic format and evaluation of the selection and procurement process of the sub-service including all administrative cost, handling fees and profit. Only 1 batch of procurement processes of audits done per annum.

The unit of measurement for pay items 35.04 (b) shall be the number of Road Safety Audits undertaken by Targeted Enterprises as a sub-service to the Service Provider but also accepted by the Employer. The rate tendered shall include all costs associated with the management of, monitoring progress, providing guidance and mentorship and the review of the Road Safety Audit undertaken by the sub-service provider, Targeted Enterprise. The rate shall also include all administrative cost, handling fees and profit.

The tendered rate also includes for all cost associated with the appointment of the Targeted Enterprise on a sub-contract/ sub-service basis.

The Provisional sum item shall be paid in accordance with Clause C2.1.8.

The provisional sum under pay items 35.04(b) is to cover the costs of additional items such as travelling, accommodation, hiring of venues, equipment requirements and other costs involved for Road Safety Audits (Appraisal) undertaken by Targeted Enterprises. Payments shall be done in portions. 50% at first draft and the balance once reports are accepted by the Employer.

The percentage tendered under pay item 35.04(d) is a percentage of the amount actually spent under payment item 35.04(b) and shall include full compensation for all costs including administrative cost, handling fees and profit.

The unit of measurement for pay items 35.04 (e) shall be the approval of the Summary report prepared, submitted and accepted by the Employer. The rate tendered shall include all cost associated in the desktop analysis, summary and recommendations, preparation, compiling and production of one original A4 report. The rate shall also include all administrative cost, handling fees and profit.

### **C3.6 ADDITIONAL DUTIES**

#### **C3.6.1 Scope**

This section covers additional work, other special services and specialist advice, reporting and other duties etc. that the Service Provider or the Employer may be required to undertake over and above the normal duties and obligations as specified.

#### **C3.6.2 Standards**

The Service Provider shall undertake all additional duties as ordered by the Employer in accordance with:

- The Contract Documents
- Additional investigations or assessments
- The Employer's pro-forma project document
- The Employer's standard requirements
- Current industry good practice

### **C3.6.3 Additional Duties**

(a) By the Service Provider

The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not be limited to:

- Alterations to the scope of works
- Additional design requirements
- Evaluation of alternative tenders or quotations
- Diverse other services
- Special Services and specialist advice

Allowance is made in the Pricing Schedule for payment on a time basis for any such additional services that may be required. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer in accordance with the following definitions:

- ix) **Category A** shall mean a top practitioner whose expertise is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert.
- x) **Category B** shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors, or co-members, bears the risks of business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in engineering design and development, provides strategy guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project (e.g. The Engineer for the project).
- xi) **Category C** shall mean all salaried senior professional and technical staff performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to the project. A person referred to in Categories A or B may also fall in this category if such person performs work of an engineering nature at this level (e.g. The Route Manager for the project).
- xii) **Category D** shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in categories A, B or C.

Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement therewith.

### **C3.6.4 Transport to perform additional services**

The Service Provider shall provide sufficient appropriate vehicles to carry out the additional duties. Only travel in the execution of any additional duties as ordered by the Employer, shall be claimable.

Travel log sheets for each vehicle utilised shall be certified by the Project Leader/ Engineer and included under cover of the payment certificates submitted to the Employer.

The kilometre rate for all staff travel shall be limited to a Category A and B type vehicle with a 1800 Engine Volume cc.

Final rates can be downloaded monthly by following the link:  
<https://www.transport.gov.za/web/deaprtment-of-transport/roads>

### **C3.6.5 Measurement and payment**

<b>Item</b>	<b>Unit</b>
<b>36.01 Additional duties by the Service Provider</b>	
(a) Personnel - Category A	hour (hr)
(b) Personnel - Category B	hour (hr)
(c) Personnel - Category C	hour (hr)
(d) Personnel - Category D	hour (hr)

The rate tendered shall be for the carrying out of any additional duties extra-over the normal Services as specified and as ordered by the Employer. The rates tendered shall include for all personnel costs including overheads and profit. Transport, if required, shall be paid at the rates under payment item 36.02.

<b>Item</b>	<b>Unit</b>
<b>36.02 Transport to perform additional duties</b>	
(a) Travelling to perform additional duties	Provisional sum (PS)
(b) Handling cost i.r.o. item 36.02(a)	Percentage (%)

The provisional sum is to cover the costs for travelling to perform any additional duties as may be ordered by the Employer. The provisional sum shall cover all costs associated in providing transport as specified in Clause C3.6.4. Completed log sheets for each vehicle shall be certified by the Engineer and included in the monthly payment certificate.

The % tendered for handling cost under pay item 36.02(b) shall include for all costs associated with providing transport for supervisory personnel, as well as handling fees and profit.

### **C3.7 DISBURSEMENTS**

#### **C3.7.1 Scope**

This section covers additional items that Service Provider or the Employer may require where not covered by other items.

<b>Item</b>	<b>Unit</b>
<b>37.01 DISBURSEMENTS</b>	
(a) Disbursements	Provisional sum
(b) Handling cost i.r.o item 34.01(a)	Percentage (%)

The provisional sum under pay items 37.01(a) is to cover the costs of additional items such as travelling, accommodation, hiring of venues, equipment requirements and other costs involved where the Employer may require where not covered by other items. The percentage tendered for handling costs under pay item 37.01 (b) is a percentage of the amount actually spent under item 37.01(a) and shall include the full compensation for handling cost of is for the mark-up or other incidental costs incurred by the Service Provider. The provisional sum shall be paid in accordance with Clause C2.1.8.

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## **PART C4: SITE INFORMATION**

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C4.3 ANY ADDITIONAL INFORMATION AS REQUIRED FOR THE PROJECT ..... C4-3

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#### **C4.1 LOCATION OF THE PROJECT**

The proposed project is located in the Western Cape Province in its entirety, including all the District Municipalities listed:

- (a) Overberg district
- (b) Garden route district
- (c) Cape Winelands district
- (d) Central Karoo district
- (e) West Coast district
- (f) Cape Town metropolitan

#### **C4.2 AVAILABLE INFORMATION**

Information obtained from recent instrument surveys is available from the Employer's pavement management system and will be made available to the successful tenderer in electronic format:

- Traffic information
- Crash data

#### **C4.3 ANY ADDITIONAL INFORMATION AS REQUIRED FOR THE PROJECT**

##### **C4.3.1 Reference Documents**

###### **SANRAL File reference numbers**

16/1/4- X005-068-2025/1

– Incident Management file

###### **Reference documents**

M1 manual-	SANRAL best practice manual
Project docs-	SANRAL generic project specification
RIMS-	Operations and Policy Manual
RIMS-	Guideline Plan
RIMS-	Learner Manuals
SARSM (1999)	SA Road Safety Manual (1999)
SARSAM (2012)	SA Road Safety Audit Manual (2012)

##### **C4.3.2 Traffic and Road Condition**

N/A

##### **C4.3.3 Road Incident Management Systems Report (RIMS Report)**

Current information will be provided to successful tenderer.

##### **C4.3.4 Limiting Factors**

###### **Priorities**

- i. Road Safety of travelling public, engineering staff and construction personnel.
- ii. Minimum user delays and damage.
- iii. High standard of work.
- iv. Accurate budgeting.
- v. Achievement of BBBEE goals.

- vi. Successful completion of contract.

### Constraints

- i. Two lanes open to traffic where geometry allows.
- ii. Road safety not to be compromised under any circumstances.
- iii. Relative high traffic volumes.
- iv. No overspending of budget.

### Customers

Road Users – the level of service to remain high and user delays and damage to property to be kept to a minimum.

### Key Stakeholders

- i. Roads users
- ii. Emergency services
- iii. Engineer

### C4.3.5 Risks Analysis

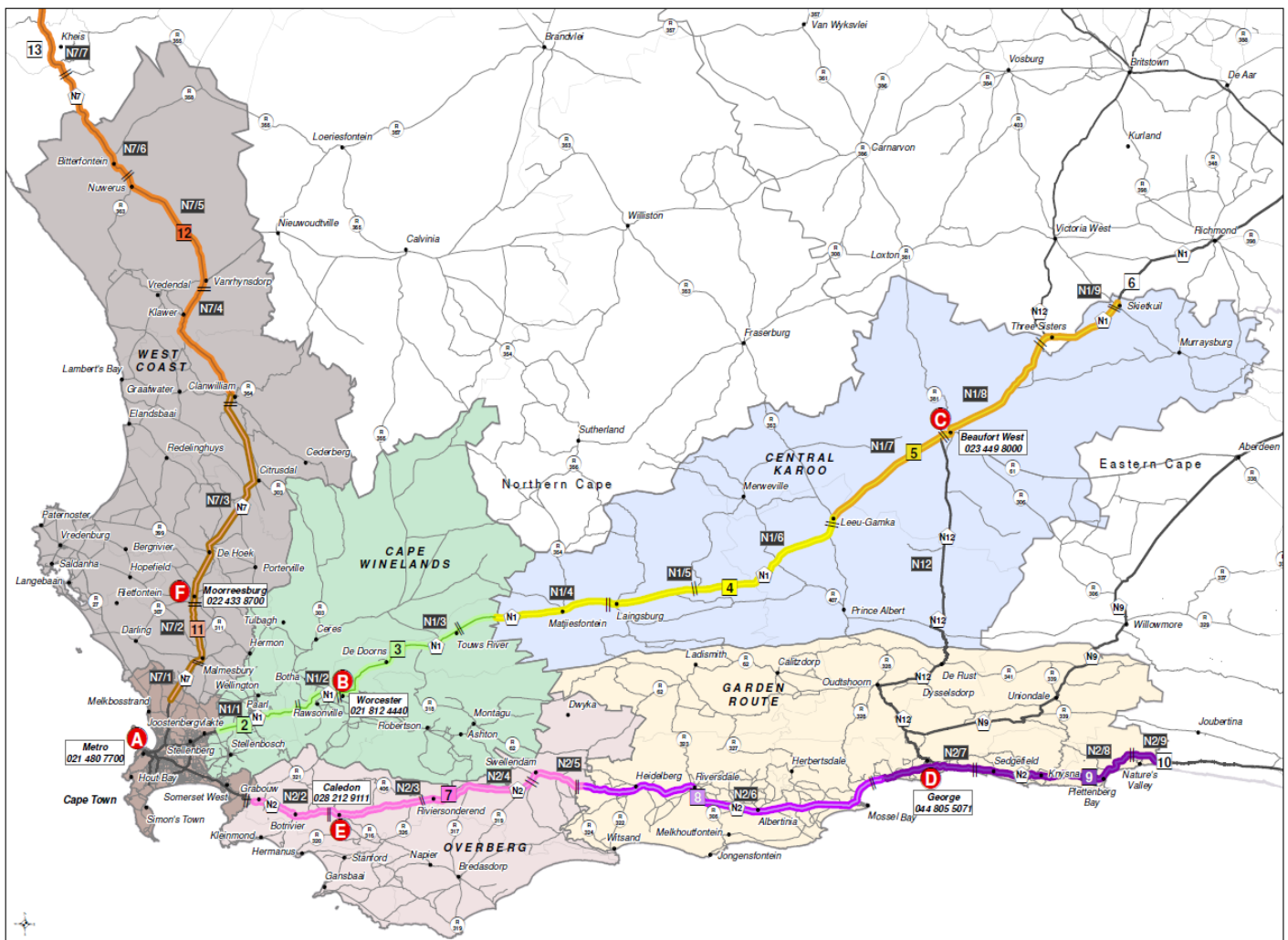
Risk Register			
No	Key Risk	Identified Risk	Mitigating Factors
1	Road Safety	Loss of life and property	Road safety audits & Co-ordination with road and law enforcement authorities
2	Funding	Legal actions, claims for damages sustained by users due to potholes etc,	Prioritization of work Insurance
3	Environmental Management	Non-compliance with legislation. level of public scrutiny SANRAL is exposed	Environmental management policies in achievement of SANRAL's primary objectives are pursued Consulting engineers to oversee compliance to standards by contractors
4	Expanded training	Reputation Risk	Adequate funding in contract Pro-active awareness for training need
5	Proficient consulting services (Project Management)	Inadequate knowledge transfer within companies.	Knowledge transfer and capacity building Project managers closely monitor contractors and consulting resident engineers.
6	All payments are accurate and valid.	Actual project progress does not correlate payment certificate. Collusion between the resident engineer and the contractor used as the basis of payment. Work performed without prior approval Works Authorisations. Prov Sums used without quotes and Works Authorisations approval	Site audits should be performed. All Works Authorisations to be approved in advance for all work not covered by rates in the contract. Minimum of three quotations required for Prov Sum items.
7	Accurate and timeous cash flow projections	Cash flow projections prepared by project managers are inaccurate	Project engineers to exercise greater financial diligence in preparation of monthly/annual cash flow projections. Reasons for variance greater than 10% on monthly forecasts to be provided with each payment certificate.
8	Equity targets.	Employment Equity targets have not been met	Awareness of economic Empowerment and job creation results should be improved

#### **C4.4 APPENDICES**

- Appendix A: Locality Plan
- Appendix B: Routine Road Maintenance – Contact List – To be provided to successful tenderer)
- 
- Appendix C: RIMS Guideline Plan (Example)
- Appendix D: RIMS Provincial Report (Example)
- Appendix E: RIMS Handover Documents - (To be provided to the successful
- Appendix F: RIMS National Framework Manual – (To be provided to the successful Tenderer)
- Appendix G: South African Road Safety Audit Manual (Version 2012)

# APPENDIX A

## LOCALITY PLAN



January 2024

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## **APPENDIX B**

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### **ROUTINE ROAD MAINTENANCE – CONTRACT DETAILS AND CONTACT LIST**

(This will only be provided to the successful Tenderer)

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## APPENDIX C

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# ROAD INCIDENT MANAGEMENT – GUIDELINE PLAN (EXAMPLE)

(Full document, will be provided to the successful Tenderer)

  <b>CAPE WINELANDS DISTRICT</b> <b>GUIDELINE DOCUMENT</b> 	<hr/>  <b>CONTENTS:</b>  SECTION A: Provincial Map ..... 3 SECTION B: District Map ..... 5 SECTION C: Areas of Jurisdiction & Contact Details ..... 7 SECTION D: Route Strip Maps ..... 10 SECTION E: Alternative Routes ..... 21 SECTION F: RIMS Procedures & Protocols ..... 36 
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# APPENDIX D

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## ROAD INCIDENT MANAGEMENT – PROVINCIAL REPORT (EXAMPLE)

(For full document, refer to the folder on CD)

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## **APPENDIX E**

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### **RIMS HANDOVER DOCUMENTS**

## **MANAGEMENT OF RIMS CONSULTANT**

The following documents are required to be handed over to the SANRAL Project Manager no less than 60 days before the end of the RIMS Contract. All documents should be handed over in:

- Hard copy files and Electronically. Certain electronic documents should be in a format that is able to be easily edited and not in PDF.

	<b>RIMS DOCUMENTS</b>
	<b>REPORTS</b>
1	All RIMS system reports
2	Fact sheets
3	Provincial reports
4	Hazloc reports
5	Training reports and databases
6	NTC reports or presentations
7	Simulation reports
8	PIA reports
8	Audit reports
9	Annual Tracking sheets
10	MOU agreements between services
	<b>MEETINGS</b>
1	Minutes of all steering committee meetings including Attendance registers
2	Minutes of PCAC
3	Minutes of Task Groups
4	Minutes and spreadsheet including all Stakeholder meetings
	<b>DATABASE</b>
1	Steering Committee dbase
2	PCAC contact dbase – Heads of all departments
3	Chairperson system records and approval letters
4	CCC dbase and heads of Centers
5	Sector Briefing contacts

6	Guideline documents (actual copies and updated sections in a format that can be edited)
7	List of Guideline doc distribution list
8	Training Record – spreadsheet of all attendees, attendance registers and original POE's submitted
9	Nomination forms for all chairs and steering committee members
10	Maps, forms, templates that have been developed and adopted by services to use. All in the digital format .....for future editing
11	Any general information or system dynamic that is unique to any of the systems that needs to be remembered or considered when managing that particular system.

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## APPENDIX F

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### RIMS NATIONAL FRAMEWORK DOCUMENT

(Document will be provided to the successful Tenderer)



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## **APPENDIX G**

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### **SOUTH AFRICAN SAFETY AUDIT MANUAL (SARSAM)**

(Available on the SANRAL website: [www.sanral.co.za](http://www.sanral.co.za))