

SANRAL

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg. No. 1988/00564/30
**BUILDING SOUTH AFRICA
THROUGH BETTER ROADS**

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL X.004-115-2024/1F

FOR

**CONSULTING ENGINEERING SERVICES FOR
THE OPERATIONS AND MANAGEMENT OF
ROAD INCIDENT MANAGEMENT SYSTEMS
AND ROAD SAFETY AUDITS IN THE
KWAZULU- NATAL PROVINCE**

BASE DATE: FEBRUARY 2024

TENDER DOCUMENT
VOLUME 1

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

NAME OF TENDERER:

Set sequential number

T-1



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL X.004-115-2024/1F

FOR

**CONSULTING ENGINEERING SERVICES FOR THE
OPERATIONS AND MANAGEMENT OF ROAD INCIDENT
MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN
THE KWAZULU- NATAL PROVINCE**

THIS DOCUMENT COMPILED BY

The Regional Manager Eastern Region)
The South African National Roads Agency SOC Ltd
58 Van Eck Place
Mkondeni
Pietermaritzburg
3201

#5830907- (#5653577) VERSION 3 – OCT 2022

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PART T1: TENDERING PROCEDURES

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CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE KWAZULU-NATAL PROVINCE

T1.1 TENDER NOTICE AND INVITATION TO TENDER/SBD1

CLOSING DATE (AT 11:00): 15 MARCH 2024

The South African National Roads Agency SOC Limited (SANRAL) invites tenders for the provision of the Consulting Engineering Services for the Operations and Maintenance of Road Incident Management Systems and Road Safety Audits in KwaZulu Natal Province. This project is in the province of KwaZulu- Natal Province. The approximate programme is for the operations and management services for a period of 36 months, commencing in February 2025.

Preferences are offered to tenderers who comply with the criteria stated in the Tender Data.

Only tenderers who are registered on the National Treasury Central Supplier Database and meet the minimum requirements for the key persons as stipulated in Clause C.2.1.1, at tender closing are eligible to tender.

Joint Ventures (JV) will be allowed on condition that one JV partner is a Targeted Enterprise.

TENDER DOCUMENTS

Tender documents are available from 02 February 2024 at no cost in electronic format downloaded from the SANRAL's website by the following link https://www.nra.co.za/sanral-tenders/status?region_id=national. Tenderers must have access to Microsoft © Office 2013 and Acrobat Adobe © 9.0 or similar compatible software.

Tenderers must submit, via email, the duly completed Form A1.1 Certificate of Intention to submit a tender prior to 09 February 2024. Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive, if any material amendment/s contained in the addenda or additional information is not included in the tender offer/submission.

TENDERER'S MEETING

A tender clarification briefing presentation is available to be downloaded from the SANRAL website by the following link: https://www.nra.co.za/sanral-tenders/status?region_id=national.

A non-compulsory clarification briefing meeting will be held via a virtual platform on 12 February 2024 at 10:00 where the project will be presented. A link to the clarification briefing meeting is indicated below and will be sent to tenderers who complete and submit a Certificate of Intention to Submit a Tender (Form A1.1).

COMPLETION AND DELIVERY OF TENDERS

The closing time for receipt of tenders is 11:00 on 15 March 2024.

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

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

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

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

e-mail: procurementER2@sanral.co.za

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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T1.2 CONDITIONS OF TENDER

Note to tenderer:

The conditions of tender are the standard conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS as per Government Notice No. 423 published in Government Gazette No. 42622 of 08 AUGUST 2019 and as amended from time to time. (see www.cidb.org.za).

<https://www.cidb.org.za/wp-content/uploads/2021/07/Standard-for-Uniformity-August-2019.pdf>

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

Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.

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NATAL PROVINCE**

T.1.3 TENDER DATA

T1.3 TENDER DATA

The Standard Conditions is the **standard conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS** and the Employer's Special Conditions of Tender for Procurement make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard/special conditions of tender.

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

Clause Number	Tender Data
C.1	GENERAL
C.1.1	Action The Employer is The South African National Road Agency SOC Limited (SANRAL). The Employer's domicilium citandi et executandi (permanent physical business address) is: 48 Tambotie Avenue VAL DE GRACE, 0184 The Employer's address for communication relating to this project is: POSTAL

	Part C5: Annexure (White)
C.1.3	Interpretation Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule. Wherever reference is made in the documentation to Contractor it shall also mean Service Provider.
C.1.4	Communication and employer's agent The Employer's Agent can be contacted at procurementER2@sanral.co.za
C.1.5	Cancellations and Re-Invitation of Tenders
C.1.5.3	Clause C.1.5.3 is not applicable
C.1.6	Procurement Procedures A two-envelope system will be followed.
C.1.6.2	Competitive negotiation procedure Clause C.1.6.2 is not applicable.
C.1.6.3	Proposal procedure using the two stage-system Clause C.1.6.3 is not applicable.
C.1.6.3.1	Option 1 Price negotiations. (a) If the price offered by a tenderer scoring the highest points is not market related, the Organ of state may not award the tender to that tenderer. (b) The Organs of state may – Negotiate a market related price with the tender scoring the highest points or cancel the tender; If the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender; If the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender; (c) If a market related price is not agreed as envisaged in paragraph b(iii), the organ of state must cancel the tender.
C.2	Tenderer's Obligations
C.2.1	Eligibility
C.2.1.1	Only those tenderers who satisfy the following criteria are eligible to submit tenders:

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	<p>a) Meet the minimum requirements for the key persons as stated in the Scope of Works in Clause C3.1.9: Personnel Requirements; excluding 3.1.9 (c), which is dealt with under Tender Data 5.13(k).</p> <p>b) Registered on National Treasury Central Supplier Database. Tenderers, or in the event of a Joint Venture (JV), each member of the JV, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. If not registered as verified online at tender closing, the tenderer will be declared non-responsive.</p> <p>Tenderers shall submit a valid B-BBEE certificate or Sworn Affidavit (where applicable) in compliance with Tender Data C.3.11 as proof of eligibility.</p> <p>Failure to satisfy the eligibility criteria will result in a non-responsive tender.</p>
C.2.2	<p>Cost of tendering</p> <p>Tender documents are available from SANRAL website at no cost.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender C.3.8.</p>
C.2.7	<p>Clarification meeting</p> <p>A tender clarification briefing presentation is available to be downloaded from the SANRAL website by the following link: https://www.nra.co.za/sanral-tenders/status?region_id=national.</p> <p>A non-compulsory clarification briefing meeting will be held via a virtual platform on 12 February 2024 at 10:00 where the project will be presented. A link to the clarification briefing meeting is indicated below and will be sent to tenderers who complete and submit a Certificate of Intention to Submit a Tender (Form A1.1).</p>
C.2.8	<p>Seek clarification</p> <p>Request clarifications at least (Note to compiler: replace 12 (twelve) with 7 (seven) for shortened tender advertisement period working days before the closing date.</p>
C.2.9	<p>Insurance</p> <p>No insurance is provided by the Employer.</p>
C.2.10	<p>Pricing the tender offer</p> <p>Tenderers are required to state the rates and currencies in Rand.</p> <p>All rates and/or sums tendered shall not be negative.</p>
C.2.12	<p>Alternative tender offers</p> <p>Alternative offers are generally not acceptable due to possible manipulation of the tender process and resulting complexity of the evaluation. Therefore the submission of alternative tenders is strongly discouraged.</p> <p>The submission of alternative key persons will be considered as a non-responsive offer, even if submitted with an alternative financial offer.</p> <p>However, a tenderer wishing to submit an alternative offer shall first apply to the Employer with full details of the principles of the alternative for confirmation that the Em-</p>

	<p>ployer's standards and requirements are not compromised or reduced. Such confirmation must have been provided by the Employer in writing at least 5 (five) working days before the date of tender closing, or as extended by an addendum sent to all tenderers. The application shall not be submitted later than 7 (seven) working days before the date of tender closing given in Tender Data Clause C.2.15.</p>
C.2.13	Submitting a tender offer
C.2.13.1	If a tenderer, including key persons, a joint venture partner or a Targeted Enterprise, submits or participates in more than one tender for the same project, then all such tenders shall be disqualified.
C.2.13.2	<p>The returnable documents shall be electronically completed in their entirety, submitted on the issued software format or fully compatible format, unless otherwise specified.</p> <p>Wherever it is a requirement that the tenderer has to provide hours to match the price tendered and failed to do so, such imbalance cannot be corrected and will be declared non-responsive</p> <p>Submission in the tender box</p> <p>Submit the tender offer electronically on a flash drive. (In the relevant MS Word 2013 and MS Excel 2013 format as issued, and not in .pdf format, except where so specified.)</p>
C.2.13.3	<p>Submission in the tender box</p> <p>The tenderer is required to upload all certificates as listed in the List of Returnable Schedules as scanned copies, in .pdf format, on the flash drive.</p> <p>Wherever reference is made in the tender documentation for non-financial proposal it shall also mean technical proposal.</p> <p>Submit only the signed original tender offer</p> <p><i>(Note to tenderer: submit all returnable schedules as listed in Form T.2.1: List of Returnable Schedules.)</i></p>
C.2.13.6	<p>Submission in the tender box</p> <p>A two-envelope procedure will apply as follows:</p> <ol style="list-style-type: none"> 1. A folder is provided marked "TECHNICAL PROPOSAL" <ol style="list-style-type: none"> a. Ensure that all returnable schedules listed in T2.1 List of Returnable Schedules for inclusion in the Technical Proposal and listed in the Technical Proposal folder are electronically completed (all A-Forms on the provided MS Word file and convert to pdf. As all B-Forms on the provided MS Excel file). Wherever it is a requirement to attach certificates or letters to the returnable schedules, these should be scanned in, in .pdf format. b. Upload the A-Forms (pdf.), B-Forms (excel and pdf) and certificates or letters (pdf.) on the flash drive. Note to compiler: Insert upload on the technical envelope if submission is through ARIBA)

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	<p><i>The completed flash drive should be marked with the tenderer's company name, the project number and description and marked "TECHNICAL PROPOSAL".</i></p> <ul style="list-style-type: none"> <i>b. Scan and insert a valid B-BBEE certificate.</i> <i>c. Scan and insert a copy of the completed Form C2.4: Key Persons for this Project.</i> <i>d. Electronically sign the declaration in the folder.</i> <i>e. Insert the electronically completed flash drive in an envelope marked "TECHNICAL PROPOSAL".</i> <p><i>2. A folder is provided marked "FINANCIAL PROPOSAL"</i></p> <ul style="list-style-type: none"> <i>a. Ensure that all returnable schedules listed in T2.1 List of Returnable Schedules for inclusion in the Financial Proposal and listed in the Financial Proposal folder are electronically completed on a flash drive (Contract Data and Pricing Schedule). Wherever it is a requirement to attach letters or certificates to the returnable schedules, these should be scanned in, on the flash drive in .pdf format.</i> <p><i>The completed flash drive should be marked with the tenderer's company name, the project number and description and marked "FINANCIAL PROPOSAL".</i></p> <ul style="list-style-type: none"> <i>b. Electronically sign the declaration in the folder.</i> <i>c. Complete and electronically sign the Form of Offer and scan into the folder. A draft copy of this form is provided.</i> <i>d. Scan and insert a copy of the Summary of Pricing Schedule into the folder.</i> <i>e. Insert the electronically completed flash drive in an envelope marked "FINANCIAL PROPOSAL – DO NOT OPEN WITH TECHNICAL PROPOSAL".</i> <i>f. Place and seal the signed and completed booklet with the electronically completed flash drive in an envelope marked "FINANCIAL PROPOSAL - DO NOT OPEN WITH TECHNICAL PROPOSAL".</i> <p><i>3. Each envelope shall state on the outside the Employer's address, contract number and title as well as the Tenderer's name, authorised representative's name, postal address and contact telephone numbers.</i></p> <p><i>4. Seal both envelopes in an outer envelope with the words "TENDER" clearly marked and bearing the Employer's name, contract number and description as well as the Tenderer's authorised representative's name, postal address and contact details.</i></p> <p><i>SANRAL will not be held liable where the tenderer submit an electronic tender that cannot be accessed. The tenderer will be declared non-responsive if a tenderer submits:</i></p>
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	<ul style="list-style-type: none"> • One (1) envelope with 1 (one) document or 1 (one) flash drive (technical and financial); • Incorrectly labelled envelopes where the financial offer is labelled technical and the technical offer is labelled financial.
C.2.15	Closing time
C.2.15.1	<p>Submission in Tender box:</p> <p>Electronic submissions will not be accepted. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: SANRAL Offices Physical address: 58 Van Eck Place Mkondeni Pietermaritzburg, 3201</p> <p>Identification details: Place the signed original tender offer in a package marked TENDER SANRAL CONTRACT SANRAL X.004-115-2024/1F</p> <p>CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE KWAZULU- NATAL PROVINCE</p> <p>Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register and deposited in the tender box.</p> <p>It is the tenderer's responsibility to ensure that the tender is submitted before tender closing date and time. SANRAL will not take responsibility for late submissions caused by system errors and or busy networks.</p>
C.2.15.2	<p>The closing time for submission of tender offers is 11:00 on 15 March 2024.</p> <p>Where closing date was extended, documents that were valid at the original closing date, remain valid for the extended closing date.</p>
C.2.16.	Tender offer validity
C.2.16.1	The tender offer validity period is 180 days.
C.2.16.3	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ol style="list-style-type: none"> a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9; <p>such tenderer shall be barred from tendering on any of the Employer's tenders for a period to be determined by the Employer, but not less than 6 (six) months from a date determined by the Employer. This sanction also applies to tenders under evaluation and not yet awarded. The Employer may fully or partly exempt a tenderer from the provisions of these conditions if he is of the opinion that the circumstances justify the exemption.</p>

C.2.17	<p>Clarification of tender offer after submission</p> <p>Any clarification requested under this clause must be provided within 1 (one) working day of date of request.</p>
C.2.18	<p>Provide other material</p> <p>Any additional information requested under this clause must be provided within 5 (five) working days of date of request.</p>
C.3	The Employer's undertakings
C.3.1	Respond to requests from the tenderer
C.3.1.1	<p>The Employer shall respond to clarifications received up to 7 (seven) working days before tender closing date.</p> <p>The Employer shall respond to any clarifications from the tenderers emanating from the addenda until 3 working days before tender closing date.</p>
C.3.2	<p>Issue Addenda</p> <p>The Employer shall issue addenda until ten (10) working days before tender closing date.</p>
C.3.4	Opening of tender submissions
C.3.4.1	<p>The time for opening of the technical offer via live streaming are: Time: 11h00 on 15 March 2024</p> <p>Location: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmZmMThjOTUtMmNjNy00OTJmLWlyYjYtYWE2MTBmM2NlZTY2%40thread.v2/0?context=%7b%22Tid%22%3a%224236235-bb51-454e-8f47-206699c7e33b%22%2c%22Oid%22%3a%22d1e58d79-3fd9-434d-9e08-6dd376c40669%22%7d</p>
C.3.5	<p>Two-envelope system</p> <p>The minimum percentages of evaluation points for quality is not less than 65. Reasons for non-responsive/not achieving the threshold will only be communicated when the tender process is concluded, in terms of Clause C.3.16 of the Tender Data. The scores obtained for the non-financial proposals will not be announced at the opening of the financial offers/proposals.</p> <p>The time for opening of the financial offers via live streaming shall be communicated to all tenderers having achieved the minimum number of points for quality as prescribed.</p> <p>The financial offer of all tenderers who failed to achieve the minimum number of points for quality shall be returned unopened.</p>
C.3.7	<p>Grounds for rejection and disqualification</p> <p>The Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.</p>

	<p>In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and the Employer shall inform the National Treasury in writing.</p>
C.3.8	Test for responsiveness
C.3.8.2	<p>A Substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material and non-conformities to the bid specifications but are not related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender.</p> <p>A responsive tender is also one that conforms to all the terms, conditions, and scope of work of the tender documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification.</p> <p>The Employer will cancel the tender should all tenders be non-responsive in terms of Clause C.3.7 and no negotiations will be conducted.</p>
C.3.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the Pricing Schedule or Bills of Quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> (i) line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or (ii) the summation of the prices; d) imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> a) if Bills of Quantities or Pricing Schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced, the tenderer shall adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and/or fails to justify or balance the imbalanced rates to the satisfaction of the employer.</p>

	The tenderer is required to submit balanced unit rates for Rate Only items in the Pricing Schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.												
C.3.11	<p>Evaluating quality / functionality</p> <table border="1"> <thead> <tr> <th>Description of quality criteria</th><th>Maximum number of Tender evaluation points</th></tr> </thead> <tbody> <tr> <td>Technical experience comparable projects (Form B1)</td><td>45</td></tr> <tr> <td>Managerial ability in comparable projects (Form B2)</td><td>30</td></tr> <tr> <td>Quality assurance systems which ensure conformance to Employer's stated requirements (Form B4)</td><td>10</td></tr> <tr> <td>Past performance experience on reference projects (Form B6)</td><td>15</td></tr> <tr> <td>Total evaluation points for quality (Ms)</td><td>100</td></tr> </tbody> </table> <p>The minimum number of evaluation points for quality is not less than 65.</p> <p>An explanation of the evaluation methodology is provided as part of Returnable Schedule Form B2.</p> <p>Key Persons</p> <p>As part of the quality / functionality criteria as specified above, key persons shall be used to calculate the technical experience and managerial ability score. Each proposed candidate shall complete the relevant B1 and B2 forms included in the Returnable Schedules. The Project Leader (PL) will be limited to participate in a maximum number of 2 (two) concurrent Road Incidents Management System (RIMS) provincial based contracts with the Employer. The Design Specialist: Road Safety (DS-RS) will be limited to participate in a maximum number of 2 (two) concurrent Provincial Road Safety Audit/ Appraisal contracts with the Employer. When the proposed candidate for any position is not in the permanent employ of the tenderer but a contracted person, this must be indicated on form B2 and a signed letter of consent from the candidate must be submitted with the relevant B-forms.</p> <p>Tenderers must submit an alternative candidate for those positions identified as being possible areas of conflict by completing separate Returnable Schedules Form B1 and B2 for the alternate. The Employer will not request alternative candidates after tender closure and will interpret the lack of any alternative candidate as an indication the tenderer accepts that it will be impossible to be awarded more projects than the limitations applicable to Key Persons. The Employer reserves the right to select according to its best interest and not the tenderers.</p> <p>When a proposed candidate for any position is not in the permanent employ of the tenderer but a contracted person, this must be indicated on form B2 and a signed letter of consent from the candidate must be submitted with the relevant B-forms. When a proposed candidate for any position is a permanent staff member of the tenderer, this</p>	Description of quality criteria	Maximum number of Tender evaluation points	Technical experience comparable projects (Form B1)	45	Managerial ability in comparable projects (Form B2)	30	Quality assurance systems which ensure conformance to Employer's stated requirements (Form B4)	10	Past performance experience on reference projects (Form B6)	15	Total evaluation points for quality (Ms)	100
Description of quality criteria	Maximum number of Tender evaluation points												
Technical experience comparable projects (Form B1)	45												
Managerial ability in comparable projects (Form B2)	30												
Quality assurance systems which ensure conformance to Employer's stated requirements (Form B4)	10												
Past performance experience on reference projects (Form B6)	15												
Total evaluation points for quality (Ms)	100												

must be indicated on Form B2 and a signed letter of confirmation must be submitted with the relevant B-forms.

The following key person shall form part of the quality criteria:

Project Leader

Design Specialist: Road Safety

Evaluating price and preference

- i. **80/20 preference point system for acquisition of goods and services for Rand value equal to or above R2 000 and up to R50 million**

The following formula will be used to calculate three points out of 80 for price:

$$P_s = 80(1 - (P_t - P_m) / P_m)$$

Where:

P_s is the points scored for price of tender under consideration.

P_t is the price of the tender under consideration; and

P_m is the price of the lowest acceptable tender.

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

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

$$P_s = 90(1 - (P_t - P_m) / P_m)$$

Where:

P_s is the points scored for price of tender under consideration.

P_t is the price of the tender under consideration; and

P_m is the price of the lowest acceptable tender.

In the event that the calculated value is negative, the allocated score shall be 0 (zero).

Scoring preference (Specific Goals):

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

Specific goals	Criteria	10 points	20 points
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		Point allocation	Maximum points	Point allocation	Maximum points
B-BBEE Level	Level 1	10.00	10.00	20.00	20.00
	Level 2	9.00		18.00	
	Level 3	6.00		14.00	
	Level 4	5.00		12.00	
	Level 5	4.00		8.00	
	Level 6	3.00		6.00	
	Level 7	2.00		4.00	
	Level 8	1.00		2.00	
	Non-compliant contributor	0.00		0.00	
A valid B-BBEE verification certificate must be submitted.					
<p>1. The tenderer's scorecard shall be a B-BBEE Certificate issued in accordance with:</p> <p>a) the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; or</p> <p>- in the event that the Measured Entity operates in more than one sector or a sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes; or</p> <p>b) the amended Codes of Good Practice published in Notice 303 of 2019 of Government Gazette No. 42496 on 31 May 2019 by the Department of Trade and Industry or;</p> <p>c) the Information and Communication Technology (ICT) Sector Codes (Published in Notice 1387 of Government Gazette No. 40407 of 7 November 2016); or</p> <p>d) ; the Financial Sector (Published in Notice 1325 of Government Gazette No. 41287 of 1 December 2017); or</p> <p>e) The Integrated Transport Sector Codes (Published in Notice 1162 of Government Gazette No. 32511 of 21 August 2019).</p> <p>i. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form D1; and</p> <p>ii. The certificate shall:</p> <p>- be valid at the tender closing date; and</p> <p>- have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or</p> <p>- be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and</p> <p>- have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15); and</p> <p>iii. A valid BBBEE Certificates shall contain:</p> <p>- Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.</p> <p>- Value-Added Tax number, where applicable.</p> <p>- 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.</p> <p>- B-BBEE status with corresponding procurement recognition level.</p>					

	<ul style="list-style-type: none"> - 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. <p>iv. A valid Sworn Affidavit shall contain:</p> <ul style="list-style-type: none"> - Name/s of deponent as they appear in the identity document and the identity number. - Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit. - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address. - Percentage black ownership, black female ownership and whether they fall within a designated group. - Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts. - Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. The valid format of the Financial Year-End is Day/Month/Year - B-BBEE status level. An enterprise can only have one status level. - Date deponent signed and date of Commissioner of Oath must be the same. - Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and <p>v. Compliance with any other information requested to be attached to Returnable Schedule Form C1; and</p> <p>vi. In the event of a Joint Venture (JV), a project-specific consolidated (SANRAL project number indicated) valid B-BBEE verification certificate in the name of the JV, issued by a verification agency accredited by the South African National Accreditation System (SANAS) shall be submitted.</p> <p>Criteria for breaking deadlock</p> <p>If two or more tenders score the same number of points and these tenders are also the highest ranked tenders, the tender with the highest preference points will be recommended for award.</p> <p>If functionality is part of the evaluation process and two or more tenders score equal total points and equal preference points, the tender that scored the highest points for functionality will be recommended for award.</p> <p>If two or more tenders score the same number of financial points and preference points and these tenders are also the highest ranked tenders, the tenderer to be recommended for award will be decided by the drawing of lots</p>
C.3.13	<p>Acceptance of tender offer</p> <p>The conditions stated in Clauses C.3.13(a) to (f) of the Conditions of Tender as well as the following additional Clauses C.3.13(g) to (k) shall be applied as objective criteria in terms of Section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 and as compelling and justifiable reasons not to award to the highest scoring tenderer:</p>

	<p>g) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>h) the tenderer has not abused the Employer's supply chain management system; and</p> <p>i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect.</p> <p>j) The tenderer is tax compliant. The recommended tenderer who becomes non-compliant prior to award shall be notified and must become compliant within 7 (seven) working days of the date of being notified. A recommended tenderer who remains non-compliant after the 7 (seven) working days of being notified shall be declared non-responsive.</p> <p>k) The proposed key persons are not fully committed to the maximum number of projects in which they can participate, see Clause C3.1.9(c) in the Scope of Works.</p> <p>l) Price Negotiations</p> <ol style="list-style-type: none"> 1. If the price offered by a tenderer scoring the highest points is not market related, the Organ of state may not award the tender to that tenderer. 2. The Organs of state may – <ol style="list-style-type: none"> i. Negotiate a market related price with the tender scoring the highest points or cancel the tender; ii. If the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender; iii. If the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender; 3. If a market related price is not agreed as envisaged in paragraph 2(iii), the organ of state must cancel the tender. <p>In addition to the requirements under paragraph (b) of the Conditions of Tender, with regard to, where the associated risk is foreseen in the event that a due diligence is performed as part of the tender evaluation, the due diligence report will be used to evaluate the tenderer's ability to perform the contract as stated in sub-clause (b).</p> <p>The due diligence will evaluate the overall risk associated with the tender. The due diligence will take into consideration the following:</p> <ul style="list-style-type: none"> • assessment of financial statements to assess the financial position of the tenderer and its ability to obtain the necessary guarantees or insurances; • integrity risk evaluation; • operations, activities, locations and key customers; • reference checks from previous clients; and • risk rating (i.e. high risk, medium to high risk, medium risk or low risk) of the tenderer.
C.3.16	<p>Registration of the award</p> <p>The Employer will notify unsuccessful tenderers when the tender process has been concluded. Any unsuccessful tenderer may request a debriefing in writing as specified in Clause C.3.18.</p>
C.3.17	<p>Provide copies of the contracts</p> <p>The Employer will provide 1 (one) signed contract document to the Service Provider.</p>
C.3.18	<p>Provide written reasons for actions taken</p> <p>All requests from tenderers shall be in writing.</p>

ADDITIONAL CONDITIONS OF TENDER CLAUSES:	
Clause Number	Data
SC3.19	Jurisdiction Unless stated otherwise in the Tender Data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.

PART T2: RETURNABLE SCHEDULES

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD

CONTRACT SANRAL X.004-115-2024/1F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE KWAZULU-NATAL PROVINCE

T2.1 LIST OF RETURNABLE SCHEDULES

Notes to tenderer:

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

T.2.1 LIST OF RETURNABLE SCHEDULES

Notes to tenderer:

1. This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.
2. The electronic format for the submissions of the relevant forms is indicated in the schedule below.

FORM NO/SBD NO	ELECTRONIC FORMAT	FORM DESCRIPTION	TICK IF COMPLETED	ENVELOPE
A1:	PDF	CERTIFICATE CONFIRMING THAT THE TENDERER READ THE PRESENTATION / ATTENDED THE COMPULSORY BRIEFING SESSION	*1	TECHNICAL PROPOSAL (1 ST ENVELOPE)
A1.1:	PDF	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	*1	
A2.1:	PDF	CERTIFICATE OF AUTHORITY FOR SIGNATORY	*1	
A2.2:	PDF	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	*1 & *2	
A2.3	PDF	CERTIFICATE OF SINGLE TENDER SUBMISSION	*1 & *2	
A2.4	PDF	CERTIFICATE OF FRONTING PRACTICES	*1 & *2	
A2.5	PDF	DECLARATION – MANAGEMENT OF PROMINENT INFLUENTIAL PERSONS	*1 & *2	
A2.6	PDF	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	*1 & *2	
A2.7	PDF	DECLARATION OF INDEPENDENT TECHNOLOGY-BASED INTELLECTUAL SERVICE PROVIDER	*1 & *2	
A3.1/SBD4	PDF	BIDDER'S DISCLOSURE	*1 & *2	
A3.2/SBD9	PDF	CERTIFICATE OF INDEPENDENT TENDER	N/A	
A3.3/SBD8	PDF	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	N/A	
A3.4	PDF	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	*1 & *2	
A4:	PDF	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDER	*1 & *2	
A5:	PDF	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	*1	
A6/SBD2	PDF	CERTIFICATES OF TAX COMPLIANCE	*1	
A7:	PDF	CERTIFICATE OF INSURANCE COVER	*1	
A8:	PDF	TENDERER'S CREDIT RATING AND BANK DETAILS	*1	
A9:	PDF	DECLARATION OF TENDERER'S LITIGATION HISTORY	*1	
A10:	PDF	SCHEDULE OF CURRENT COMMITMENTS	*1	
A11:	PDF	POSSIBLE COMMITMENTS OF KEY PERSON	*1	
A12:	PDF	CERTIFICATE OF COMPLIANCE WITH OCCUPATION HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993	*1	
A13/SBD1:	PDF	FORM SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	*1 & *2	
B1.1	MS EXCEL	KEY PERSON'S TECHNICAL/MANAGERIAL RECORD	*1	
B1.2	MS EXCEL	ALTERNATE KEY PERSON'S TECHNICAL/MANAGERIAL RECORD	*1	

B2.1	MS EXCEL	KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD	*1	
B2.2	MS EXCEL	ALTERNATE KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD	*1	
B3:	MS EXCEL	TENDERER'S PROJECT STRUCTURE	*1	
B4:	PDF	CERTIFICATE OF QUALITY SYSTEMS	*1	
B5:	MS EXCEL	MANAGEMENT PROPOSAL	*1	
B6	PDF	PAST PERFORMANCE ON REFERENCE PROJECTS	*1	
B7	PDF	TARGETED ENTERPRISE/SUB-CONTRACTOR DETAILS AND DECLARATION – IF APPLICABLE – BBBEE LVL 3 AND 4	*1 & *2	
B8	PDF	JOINT VENTURE AGREEMENT	*1 & *2	
D1/SBD6.1		TENDERER'S B-BBEE VERIFICATION CERTIFICATE	*1 & *2	
C1.1.1/SBD7	PDF	FORM OF OFFER	*2 & *3	FINANCIAL PROPOSAL (2 ND ENVELOPE)
C1.2.3	PDF	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	*2	
C2.2/SBD3	MS EXCEL	PRICING SCHEDULE	*1 & *2	
C2.3	MS EXCEL	SUMMARY OF PRICING SCHEDULE	*1 & *2	

NOTES:

*1- SCHEDULES/DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

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**FORM A1: CERTIFICATE CONFIRMING THAT THE TENDERER READ THE
PRESENTATION BRIEFING OR ATTENDED THE COMPULSORY TENDER MEETING**

CONTRACT SANRAL: X.004-115-2024/1F

Notes to Tenderer:

- 1. Scan a copy of completed and signed certificate on a flash drive.**

This is to certify that I,

.....

representative of (tenderer).....

of (address)

.....

telephone number

fax number

e-mail.....

read the tender presentation presented by the Employer online.

TENDERER'S REPRESENTATIVE (Signature)

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

CONTRACT SANRAL X.004-115-2024/1F

Notes to Tenderer:

1. The duly completed certificate of intention to submit a tender must be submitted by whoever intends to tender for this particular tender by 09 February 2024 . Failure to submit the certificate of intention to tender within the required period may render the tenderer non-responsive and SANRAL does not accept responsibility for any communication not received by the tenderer timeously.
2. Late notification of intention to tender by a prospective tenderer will not necessarily result in the tender closing date being extended.
3. Should you intend to submit a tender for this particular tender please sign the certificate, scan and email the completed document to the email address indicated in T1.1 of this tender document.
4. The Employer shall send all correspondence, including Addenda, only to the Tenderer's email address as provided herein.

This is to certify that I,

.....

representative of (insert name of tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail

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

TENDERER'S REPRESENTATIVE

Date

.....

(Signature)

FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

CONTRACT SANRAL X.004-115-2023/1F

Notes to Tenderer:

- 1) The signatory for the tenderer shall confirm his/her authority thereto by attaching on a tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners. Scan a copy of the resolution on a flash drive.
- 2) In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required by tender condition 4.13.1.
- 3) The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.
- 4) In the event that authorisation is for more than 1 (one) project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners.

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

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

SANRAL X.004-115-2024/1F FOR THE CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE KWAZULU- NATAL PROVINCE

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

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:
SIGNATURE SIGNATURE

.....
NAME (print)

.....
NAME (print)

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

CONTRACT SANRAL X.004-115-2024/1F

Notes to tenderer:

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

I, the undersigned, declare that:

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

Please provide the details:

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

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

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

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

.....
SIGNATURE

The deponent having:

1. Acknowledge that he/she knows and understands the contents hereof;
2. Confirmed that he/she has no objection to the taking of the prescribed oath;
3. That he/she considered the prescribed oath as binding upon his/her conscience; and
4. The Regulations contained in the Government Gazette Notice R1258 of July 1972 and R1648 of August 1977 having been complied with.

.....
COMMISSIONER OF OATHS

FORM A2.3: CERTIFICATE OF SINGLE TENDER SUBMISSION

CONTRACT SANRAL X.004-115-2024/1F

Notes to tenderer:

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

DECLARATION

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

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

SIGNATURE:
DATE:
NAME:
POSITION:

FORM A2.4: CERTIFICATE OF FRONTING PRACTICES

CONTRACT SANRAL X.004-115-2024/1F

Fronting Practices

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

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

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

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

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

Responsibility to Report Fronting

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

Fronting Indicators

<ul style="list-style-type: none">• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
<ul style="list-style-type: none">• The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
<ul style="list-style-type: none">• The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
<ul style="list-style-type: none">• There is no significant indication of active participation by black people identified as top management at strategic decision making level;
<ul style="list-style-type: none">• An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;
<ul style="list-style-type: none">• An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;

Commented [MS(3)]: Why is this highlighted?

<ul style="list-style-type: none"> • An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;
<ul style="list-style-type: none"> • The enterprise displays evidence of circumvention or attempted circumvention;
<ul style="list-style-type: none"> • An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
<ul style="list-style-type: none"> • An enterprise obtains loans, not linked to the good faith share purchases or enterprise development initiatives, from a related person at an excessive rate; and
<ul style="list-style-type: none"> • An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.

DECLARATION

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

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

SIGNATURE:

DATE:

NAME:

POSITION:

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

CONTRACT SANRAL X.004-115-2024/1F

Notes to Tenderer:

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

- x. "Improper influence" means personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
 - xi. "The Employer" means the South African National Roads Agency SOC Limited (SANRAL) with registration number 1998/009584/30.
 - xii. "Senior Management" means the Executive Committee or its individual members.
9. A separate declaration is required from each DPIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIP, FPPO and Fin from each of the Joint Venture (JV) members, is required.

Prominent Influential Persons (PIP's) Reporting Form

IDENTIFICATION PARTICULARS				
Primary Particulars	First Name	Surname	Middle Name	ID/Passport Number
Country Details	Country of Origin		Citizenship	Current Country of Residence
CURRENT STATUS AND BACKGROUND				
Current Occupation	Occupational Title		Status	
			Active	Non-active
Is the potential/business partner (mark with an "X" whichever is applicable):				
a DPIP	a FPPO	a FIN	Family member or Close Associate of a DPIP/FPPO/FIN?	
KNOWN BUSINESS INTERESTS				
No	Name of Entity	Role in Entity	Status	
1			Active	Non-active
2				
3				
4				
5				
6				
7				
8				
9				
10				

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

Reporting Person/s:

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

DECLARATION / UNDERTAKING BY THE TENDERER

I, the undersigned,
declare that:

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

Signature:

Name:

Position:

Date:

Name of Tenderer:

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

CONTRACT SANRAL X.004-115-2024/1F

Notes to tenderer

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

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

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

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

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

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

.....
SIGNATURE

.....
DATE

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

CONTRACT SANRAL X.004-115-2024/1F

Notes to tender:

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

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

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

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

.....
SIGNATURE

The deponent having:

1. Acknowledge that he/she knows and understands the contents hereof,
2. Confirmed that he/she has no objection to the taking of the prescribed oath,
3. That he/she considered the prescribed oath as binding on his/her conscience, and
4. The Regulations contained in the Government Gazette Notice R1258 of July 1972 and R1648 of August 1977 having been complied with.

.....
COMMISSIONER OF OATHS

FORM A3.1: BIDDER'S DISCLOSURE SBD4

CONTRACT SANRAL X.004-115-2024/1F

Notes to tenderer:

i. **Definitions:**

a) "State" means:

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

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

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

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

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.2 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.3.1 If so, furnish particulars:

.....
.....

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

2.4.1 If so, furnish particulars:

.....
.....

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

3. DECLARATION

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

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

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

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

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

.....
Signature	Date

.....
Position	Name of bidder

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

CONTRACT SANRAL X.004-115-2024/1F

Notes to tenderer:

1. This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, that prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering.
2. Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
3. This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.
4. In the case of a Joint Venture (JV), a separate certificate is to be completed and submitted by each JV member.

DECLARATION

I, THE UNDERSIGNED, IN SUBMITTING THE ACCOMPANYING TENDER ON BEHALF OF THE TENDERER DO HEREBY MAKE THE FOLLOWING STATEMENTS THAT I CERTIFY TO BE TRUE AND COMPLETE IN EVERY RESPECT:

1. I have read and understand the notes to, and the contents of, this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found to be not true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organisation, other than the tenderer, whether or not affiliated with the tenderer, who:
 - a) has been requested to submit a tender in response to this tender invitation;
 - b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
7. In particular, without limiting the generality of statement 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
 - b) geographical area where product or service will be rendered (market allocation);
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit, or not to submit, a tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competitions Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and/or may be reported to the National Prosecuting Authority for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature:

Date:

Name:

Position:

FORM A3.3: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES NOT APPLICABLE

CONTRACT SANRAL X.004-115-2024/1F

Notes to tenderer:

1. This declaration:
 - (a) must form part of all tenders submitted.
 - (b) in the case of a joint venture (JV), must be completed and submitted by each member of the JV
2. This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse and/or misused the State's procurement of the supply chain management system.
3. The tender of any tenderer may be disregarded if that tenderer or any of its directors have –
 - (a) abused the institution's supply chain management system;
 - (b) committed fraud or any other improper conduct in relation to such State system;
 - (c) has been charged with fraud, corruption or any other improper conduct whether of a criminal or civil nature during the course and scope of rendering services to the state or any other party and/or entity; or
 - (d) failed to perform on any previous contract with the State.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

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

4.4	Was any contract between the tenderer and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If Yes, furnish particulars:		

CERTIFICATION

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

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

Signature:

Name:

Position:

Date:

Name of tenderer:

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

CONTRACT SANRAL X.004-115-2024/1F

The tenderer shall provide a pdf. copy of the Supplier registration form from National Treasury Central Supplier Database (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non- responsive (refer to Tender Data, Clause 2.1.1. In the case of a Joint Venture or Targeted Enterprise a pdf., supplier registration form must be provided for each member of the Joint Venture or Targeted Enterprise.

Name of Service Provider:

Central Supplier Database Supplier Number:

Supplier Commodity:

Delivery Location:

FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

CONTRACT SANRAL X.004-115-2024/1F

PAGE	DESCRIPTION

FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

CONTRACT SANRAL X.004-115-2024/1F

Note to tenderer:

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

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

FORM A6: CERTIFICATES OF TAX COMPLIANCE (Incorporating SBD2)

CONTRACT SANRAL X.004-115-2024/1F

Note to Tenderer:

The tenderer shall complete the declaration below:

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

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

.....
SIGNATURE

.....
DATE

FORM A7: CERTIFICATE OF INSURANCE COVER

CONTRACT SANRAL X.004-115-2024/1F

Notes to Tenderer:

- 1. Scan certificate of insurance cover on a flash drive.**
- 2. In the event of the tenderer being a joint venture/consortium, the details of the individual members must also be provided.**

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

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

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

CONTRACT SANRAL X.004-115-2024/1F

Notes to tenderer:

1. The tenderer shall attach to this form a letter (dated less than 3 months prior to the tender closing date) from the bank confirming his account. Tenderers that fail to comply may be declared non-responsive in terms of Tender Condition C.3.8 or C3.13.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

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

FORM A9: DECLARATION OF TENDERER’S LITIGATION HISTORY

CONTRACT SANRAL X.004-115-2024/1F

Note to Tenderer:

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

Client	Other litigating party	Dispute	Award value	Date resolved

FORM A10: SCHEDULE OF CURRENT COMMITMENTS

CONTRACT SANRAL X.004-115-2024/1F

Notes to Tenderer:

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

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

FORM A11: POSSIBLE COMMITMENTS OF KEY PERSON

CONTRACT SANRAL X.004-115-2024/1F

Notes to Tenderer:

1. **Key Persons:** the Project Leader will be limited to participate in a maximum number of 2 (two) concurrent RIMS provincial based contracts with the Employer. Key Person (Design Specialist: Road Safety) will be limited to participate in a maximum number of 2 (two) provincial based Road Safety Audits contracts with the Employer. If the tenderer propose the same candidate for more than 1 (one) Key Person simultaneously then limit of 1 (one) contract will apply.
2. The purpose of this form is for the tenderer to identify areas of conflict with respect to Key Person proposed for the project. Failure to identify where areas of conflict occur, or may occur, and which are subsequently discovered by the Employer shall render such offer as non-responsive, rejected and the tenderer automatically barred from tendering on SANRAL projects for a period of at least 3 (three) months from the date of tender closure.
3. The tenderer shall list below all projects/tenders for which the proposed Key Persons have been proposed, and for which results of an award are unknown at the date of tender closure of this project.
4. The start date in column 4 of the table below is that date indicated in the tender documents as being the intended start of the duties of the key personnel (i.e. expected start of design or supervisory duties).
5. Tenderers must submit an alternative candidate for those positions identified as being possible areas of conflict by completing separate Returnable Schedules Forms B1 and B2 for the alternate. The Employer will not request alternative candidates after tender closure and will interpret the lack of any alternative candidate as an indication the tenderer accepts that it will be impossible to be awarded more projects than the limitations applicable to Key Persons. The Employer reserves the right to select according to its best interest and not the tenderers.

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

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

CONTRACT SANRAL X.004-115-2024/1F

Notes to tenderer:

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

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

CONTRACT SANRAL X.004-115-2024/1F

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	X.004-115-2024/1F	CLOSING DATE:	15 MARCH 2024	CLOSING TIME:	11:00
DESCRIPTION	CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE KWAZULU-NATAL PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Procurement Office		CONTACT PERSON	Procurement Office	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	NO CHANGE REQUIRED	
E-MAIL ADDRESS	Procurement7@sanral.co.za		E-MAIL ADDRESS	Procurement7@sanral.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

FORM B1.1: KEY PERSON'S TECHNICAL/MANAGERIAL RECORD

Note to tenderer:

- a. Must complete Form B1.1 provided in Microsoft Excel format.
- b. If this Form is omitted or incomplete or the proposed candidate does not meet the minimum experience, the tender will be declared non-responsive.

Commented [VT(4)]: Tables are deleted on the other proforma.

Refer to EXCEL
file provided

FORM B1.2: ALTERNATE KEY PERSON'S TECHNICAL/MANAGERIAL RECORD

Note to tenderer:

- a. Must complete Form B1.2 provided in Microsoft Excel format (If Applicable).

Refer to EXCEL
file provided

FORM B2.1: KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD

Note to tenderer:

- a. Must complete Form B2.1 provided in Microsoft Excel format.
- b. The tender will be declared non-responsive if:
 - The proof of qualification and registration record are not submitted; or
 - The proposed key person does not have appropriate qualification; or
 - The proposed key person is not registered.

Refer to EXCEL
file provided

FORM B2.2: ALTERNATE KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD

Note to tenderer:

- a. Must complete Form B2.2 provided in Microsoft Excel format (If Applicable).

Refer to EXCEL file on CD

SANRAL – EXPLANATION OF CONSULTANT TENDER EVALUATION SCORING – RIMS

This document does not look at the tenderer's eligibility, compliance and responsive requirements, but merely explains the scoring methodology that is applied to tenders deemed complaint and responsive.

The criterion for scoring is made up as follows:

Evaluation Criteria	Points
Technical Knowledge	45
Management Knowledge	30
Quality System	10
Past Performance	15
TOTAL	100

Normally a Road Incident Management (RIMS), which is similar to Routine Road Maintenance (RRM) type tender is a Category 1 type project, therefore **65**.

For breakdown of individual components:

Technical Knowledge (45):

The tenderer, for each key position identified, may supply the 3 most recent relevant project experience to that which the tender is let for.

This is done in the form of returnable schedules, such as the one below:

FORM BE:		POSITION = PL1	MANAGERIAL POSITION		CANDIDATE'S TECHNICAL/MANAGERIAL RECORD	
Personal Details of Candidate		DATE OF BIRTH (xxxx/xx/xx)		POSITION IN TEAM		Description
NAME		DAY	MO	YR	Project Leader	
TECHNICAL / MANAGERIAL EXPERIENCE (List only the most recent 3 projects that the tenderer considers relevant to the specified scope of work)						
CLIENT & PROJECT NUMBER (Note 2)	CLIENT (code)	PROJECT TYPE (code) (Note 3) * Add additional info in Comments box below if required	RELEVANT KEY PERSON'S EXPERIENCE STARTED (yyyy/mm/dd) (Note 4)	RELEVANT KEY PERSON'S EXPERIENCE ENDED (yyyy/mm/dd) (Note 5)	VALUE (in millions of Rand) (+/- 000,000) (Note 6)	POSITION HELD (code) (Note 6)
OB01	NONE	100	MM/YY	MM/YY	DA	Un-defined
OB02	NONE	100	MM/YY	MM/YY	DA	Un-defined
OB03	NONE	100	MM/YY	MM/YY	DA	Un-defined

For technical knowledge three (3) areas are evaluated:

- 1) Project Type Relevance
- 2) Period Relevance
- 3) Position Held

1) Project Type Relevance

The relevance of the project type is evaluated against a pre-determined key person specific matrix. For a comprehensive list of matrixes please refer to the Consultant Technical Submission Spreadsheet. Below an example of RIMS matrix:

PL, CE, RE CONVENTIONAL

	1	8
	Project type	RIMS
Experience		
1	NONE	0
2	MO/MA	2
3	MP/MS	2
4	DS	3
5	DI	3
6	DN	3
7	CD	1
8	RIMS	5
9	RRM	3

Below are lists with possible key persons (with abbreviations) and different project types (with abbreviations) to be selected from:

ABBREVIATION	DEFINITIONS
MO/MA (Excl. RRM)	Maintenance Operations and Ad-hoc Maintenance (excluding RRM projects)
MP/MS	Periodic Maintenance and Special Maintenance
DS	Development Strengthening
DI	Development Improvement
DN	Development New Facilities
CD	Community Development
RRM	Routine Road Maintenance
MSC	Special Maintenance Concrete
MSB	Maintenance Special Bridge
DIB	Development Improvement Bridge
DNB	Development New Bridge
RIMS	Road Incident Management Systems

DS RSE Design Specialist: Road Safety Engineer/ Auditor

	1	2
	Project type Experience	Road Safety
1	NONE	0
2	Road Safety	5
3	Geometric Improvement	2,5
4	LoS Capacity	2,5
5	RIMS	2,5
6	RRM	0
7	Road Safety Audit (Team Leader)	5
8	Road Safety Audit (Team Member)	2,5
9	Crash Investigation (Lead Investigator)	2
10		0
11		0
12		0
13		0

The score allocated (out of a maximum 5) from the matrix per project relevancy experience and fifteen (15) points overall for project type relevancy can be scored.

2) Period Relevance

For each project experience listed, a point is allocated for the time lapse between the experience gained and the tender closing date. If the experience is within 10 years of the tender closing a point of five (5) is allocated. If the experience is beyond 10 years but less than 15 years, half points, or two five (2,5) points are allocated. If the experience is longer than 15 years ago, zero (0) points are allocated.

If the experience is less than six months, a pro-rata point is allocated to that of the point that would have been achieved as the experience is of a limited duration.

A maximum of five (5) points per project period relevancy experience and fifteen (15) points overall for project type relevancy can be scored.

3) Position Held

The relevance of the position held during the technical experience against the position that is tendered for is evaluated:

Technical Experience

Position Rq Experience		PL (RIMS)	DS RSE
1	PL	3.75	0
2	APL	2.50	0
3	DS	2.50	2.5
4	DA	0	1.25
5	CE	0	0
6	ACE	0	0
7	RE	0	0
8	ARE	0	0
9	RM	0	0
10	ARM	0	0
11	SMT	0	0
12	CM	0	0
13	SA	0	0
14	PL (RIMS)	5	0
15	DS RSE	3.75	5
16	RIMS CO	2.5	1.25
17	CE (T)	0.0	0.0
18	CM(T)	0	0
19	ETS(T)	0	0
20	DA RSE	1.5	2.5
21	MS	0	0
22	PE(E)	2.5	2.5
23	Undefined	0	0
24	Alternate Contracts En	0	0

A maximum score out of 5 (five) is available per project relevancy technical experience and fifteen (15) points overall for position held relevancy can be scored.

Therefore a total of 45 (forty five) points can be scored for each key position listed in the tender document.

Management Knowledge (30):

The same returnable schedules as for the Technical Knowledge is used to evaluate the Managerial Knowledge.

For management knowledge up to two (2) areas are evaluated:

- 1) Client
- 2) Position Held (Only for managerial positions, e.g. PL; CE; RE)

- 1) Client

The tender is allocated points for the client the work experience was done for:

CLIENT CODE	POINT
National Roads Authority	5
Concessionaire	5
Provincial Authority	5
Relevant SOE	4.5
Metro Council	4.5
Municipality	4
Private	3.75
Other	3.75

A maximum score out of 5 (five) is available per project relevancy experience and fifteen (15) points overall for client relevancy can be scored.

2) Position Held (Only for managerial positions)

This is only used for certain key positions that are expected to perform a managerial function during the contract. The relevance of the position held during the managerial experience against the position that is tendered for is evaluated. For RRM contracts only CE position is considered:

Managerial Experience

Position Rq		PL (RIMS)	DS RSE		
Experience					
1	PL	3.75	0	PL	Project Leader
2	APL	2.5	0	APL	Alternate Project Leader
3	DS	1.25	2.5	DS	Design Specialist
4	DA	0	0	DA	Design Assistant
5	CE	0	0	CE	Contracts Engineer
6	ACE	0	0	ACE	Alternate Contracts Engineer
7	RE	0	0	RE	Resident Engineer
8	ARE	0	0	ARE	Assistant Resident Engineer
9	RM	0	0	RM	RRM Route Manager
10	ARM	0	0	ARM	Assistant Route Manager
11	SMT	0	0	SMT	Senior Materials Technician
12	CM	0	0	CM	Contracts Manager
13	SA	0	0	SA	Site Agent
14	PL (RIMS)	5	2.5	PL(T)	Project Leader (Toll)
15	DS RSE	2.5	5	ETS	Electronics Systems Engineer
16	RIMS CO	2.5	1.25	DS(T)	Design Specialist (Toll)
17	CE (T)	0	0	CE(T)	Contracts Engineer (Toll)
18	CM (T)	0	0	CM(T)	Contracts Manager (Toll)
19	ETS(T)	0	0	ETS(T)	Electronics Systems Engineer (Toll)
20	DA RSE	1.5	2.5	ES	Electrical Systems Engineer
21	MS	0	0	MS	Mechanical Systems Engineer
22	PE(E)	2.5	2.5	PE(E)	Project Engineer (Client)
23	Undefined	0	0		
24	Alternate Contracts Engi	0	0		

A maximum score out of 5 (five) is available per project relevancy managerial experience and fifteen (15) points overall for position held relevancy can be scored.

Therefore a total of 30 (thirty) points can be scored for each key position listed in the tender document.

Quality System (10):

The quality assurance system offered by the tenderer is evaluated as follows:

Quality Assurance System Type	
1 System has ISO Certification	10
2 System has been registered for certification	6
3 System is an in-house production	4

For full ISO certification, a tenderer is awarded ten (10) points, for a quality assurance system that has been submitted to ISO for certification, but not yet received, six (6) points are allocated. If the tenderer's quality assurance system is purely an in-house system, four (4) points are allocated.

The total number of points allocated are tallied and a score out of ten (10) is awarded.

Past Performance (15):

Past Performance reports must be submitted by the tenderer for any 3 (three) completed projects in the last 10 (ten) years by the tenderer.

Past Performance Rating will be allocated on anyone/or a combination of the following Past Performance reports:

1. For a completed project: ANNEX 1 - PSP PERFORMANCE REPORT

A maximum of 5 (five) points per project and 15 (fifteen) points overall can be scored for past performance experience.

CIDB Rating	Poor $x < 0.1$	Adequate $- 0.1 \leq x < 0.9$	Good $0.9 \leq x < 1.8$	Excellent $x \geq 1.8$
SANRAL score	1	3	4	5

Commented [VT(5): Different to the other proforma.

2. Reference letters

A maximum of 5 (five) points per project and 15 (fifteen) points overall can be scored for reference letters as per table below.

Rating	Poor	Adequate	Good	Excellent
SANRAL score	1	3	4	5
Mark the relevant box with "x"				

3. Sworn Affidavit

For tenderers with less than 3 (three) completed projects, a sworn affidavit (refer to Returnable Schedule B6) shall be submitted stating that the tenderer has in the last 10 (ten) years only completed either 0 (zero), 1 (one) or 2 (two) projects, and as a result cannot submit the required 3 (three) past performance project reports. In the event of a submitted sworn affidavit, the following will apply:

- Submission of 0 (zero) past performance project reports, a rating of "Adequate" or 2 (two) points will be applied for all 3 (three) projects.
- Submission of 1 (one) past performance project reports, the rating as submitted will be applied, and a rating of "Adequate" or 2 (two) points will be applied for each of the other 2 (two) projects.
- Submission of 2 (two) past performance project reports, the ratings as submitted will be applied, and a rating of "Adequate" or 2 (two) points will be applied for the other 1 (one) project.

Commented [SL(6):

Commented [SL(7R6): i. Reference letter from the Client or Client's representative for completed projects

A maximum of 3 (three) points per project and 9 (nine) points overall can be scored for past performance (refer to Returnable Schedule B6).

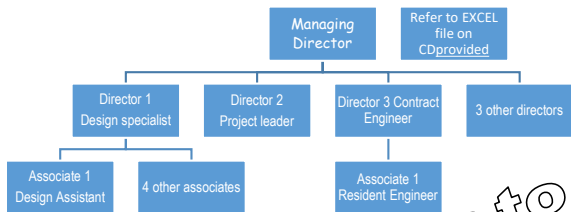
Conclusion:

The various scores for the 4 (four) criteria are added together to establish the final score for the tenderer and whether the tender makes the required threshold allocated to this project.

FORM B3: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. Must complete Form B3 provided in Microsoft Excel format.
2. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
3. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the Key Persons within the structure must still be shown.
4. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
5. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
6. Registered professional engineers, technicians or technologists means those who are involved in the road construction/transport industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.



Refer to EXCEL file provided

FORM B4: CERTIFICATE OF QUALITY SYSTEMS

Notes to Tenderer:

- a. Must complete Form B4 provided in Microsoft Excel format.
- b. Attach to this form a current ISO, or similar system, certificate or brief summary of the in-house systems used.
- c. Sufficient detail must be provided to clearly identify management systems for which accreditation has been issued, in the case of a certificate, or are being applied in the case of in-house programmes.
- d. Summaries shall not be more than 2x A4 pages.
- e. Only relevant ISO accreditation contemplated for the work specified shall score maximum points.
- f. Attach a copy of the relevant certificate (pdf) to the flash drive or on ARIBA

Refer to EXCEL file provided

FORM B5: MANAGEMENT PROPOSAL

The tenderer is required to submit his Project Management Proposal and attach it to this page.

The Management Proposal including a description of the methodology and workplan for performing the duties shall follow the headings and sub-heading as listed below:

RIMS Operation and Maintenance Methodology

Provide a breakdown of resources and time allocation to ensure that the requirements in clauses C3.2.3. C3.2.5 and C3.2.6 are met.

RIMS Annual Assessment and Report Methodology

Provide information on process that will be followed to assess and produce RIMS System reports, Hazardous Location Reports and Guideline Plans to ensure that the requirements of Clauses C3.2.3. C3.2.5 and C3.2.6 are met.
Provide information on stakeholder management, training structure, meetings etc.

Monitoring and Administration structure

Provide an organogram indicating staff that will be permanently allocated to this project as well as ad-hoc specialists that will be available to provide support.

Refer to EXCEL file
provided

FORM B6: PAST PERFORMANCE ON REFERENCE PROJECTS

Notes to Tenderer:

1. The tenderer is required to submit evidence of past performance for 3 (three) projects completed by the tenderer in the last 10 (ten) years.
2. Evidence of past performance can be in the form of the following:
 - * CIDB Annexure 1: PSP Performance Report
 - * Reference letters from Client or Client's representative (see template below)Performance reports and Reference letters should be signed by all relevant parties.
3. For tenderers with less than 3 (three) completed projects, the following will be acceptable:
 - * Sworn affidavit (see template below)
4. Failure to submit a completed and signed CIDB Annexure 1 Performance Report, or a signed Reference letter from the Client/Client's representative, or a Sworn Affidavit will result in 0 (zero) points for past performance.
5. For Consortiums and Joint Ventures, the CIDB Annexure 1: PSP Performance Report or Reference letters must be in one of the companies or JV partner names.

Refer to EXCEL file
provided

AFFIDAVIT FOR PAST PERFORMANCE

Notes to tenderer:

1. Complete the Affidavit provided in MS Excel format.
2. A copy of the Affidavit must be printed and signed.

REFERENCE LETTER FOR PAST PERFORMANCE

Note to tenderer:

1. Letter to be on Client's letterhead stating the following:

South African National Roads Agency SOC Ltd
58 Van Eck Place
Mkondeni
Pietermaritzburg
3201

ATTENTION: Procurement Department

REFERENCE LETTER FOR PAST PERFORMANCE RELATED TO *(insert project number)* **FOR THE** *(insert project description)*

This letter serves to confirm that *(insert name of tenderer)* completed the subject project to the value of R..... *(insert value of project)* on *(insert date)*

Rate the performance of the tenderer for the reference project on the table below:

Rating	Poor	Adequate	Good	Excellent
SANRAL score	1	3	4	5
Mark the relevant box with "x"				

Were the quality /specifications complied with?

YES / NO*

* If no, please furnish details:
.....
.....
.....

Will you recommend this supplier to anyone without reservations? YES / NO

Any enquiries relating to this project can be addressed to *(insert the name, contact number and e-mail address of reference).*

Signed by:

.....
.....

(Print Name of signatory)

Date

Designation of signatory:

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

Notes to Tenderer:

1. Must complete Form B7 provided in Microsoft Excel format and include supporting documents to score points.
2. The Form B7 must be complete for each and every Targeted Enterprise/Sub-contractor to be utilised.
3. A signed duplicate Form B7 of the excel version must be printed and signed by both the Tenderer and the Targeted Enterprise / sub-contractor and submitted / uploaded as pdf.
4. Targeted Enterprise/Sub-contractor will be limited to participate in a maximum of 2 (two) concurrent projects with Service Provider and the Employer.
5. When selecting a Targeted Enterprise/Sub-contractor, ensure that the following requirements are adhered to:
 - a) Compliance with the definition of a Targeted Enterprise as stated in the Conditions of Contract in Clause 1: Definitions
 - b) Compliance with Treasury Regulations – refer to Clause 11.2 Contract Data
 - c) Targeted Enterprises from the Province in which the project is located must participate in a minimum of $\frac{1}{3}$ (one third) of the tendered percentage for sub-letting in Clause 5.1.7 of Contract price (excl. provisional & prime cost sums and the respective mark-up) but including provision for site supervision staff and the respective mark-up). Proof of address must be attached.
 - d) Compliance with Clause C.2.13.1 of Tender Data with regards to a single tender submission.
6. The tender will score zero (0) points if:
 - a) the Form is not submitted.
 - b) If a Tenderer scores less than 10 points for sub-contracting, they will be deemed non-responsive and will not be evaluated further
 - c) No supporting documents (listed in point 7 below) for the proposed TE(s) not provided.
 - d) The proposed subcontractor does not comply with the definition of a Targeted Enterprise and or Local Targeted Enterprise as stated in the Conditions of Contract in Clause 1: Definitions.
 - e) The Financial information (full pricing schedule) is included in technical envelope; or
 - f) Part of the Pricing Schedule information is included in the technical envelope – cope of sub-contracted values
7. Supporting documents required
 - Local TE - Proof of address older than 3 months and Proof of BBBEE status
 - TE - Proof of BBBEE status

FORM B8: JOINT VENTURE AGREEMENT

Notes to Tenderer:
In the event of a Joint Venture, attached to this form a signed and properly completed Joint Venture Agreement

PART C1: AGREEMENTS & CONTRACT DATA

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD
CONTRACT SANRAL X.004-115-2024/1F
CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD
INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE KWAZULU- NATAL
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 X.004-115-2024/1F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF
ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE KWAZULU-
NATAL 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 5.11.8. In the event of any difference between the above stated status level and the Verification Certificate attached to Form D1, the Verification Certificate shall apply.

You may accept this offer by signing and returning to the tenderer one copy of the acceptance part of the forms of offer and acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the service provider 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 X.004-115-2024/1F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE KWAZULU-NATAL 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 (*select: compliant or non-compliant*). (*Note to compiler: check SARS website for compliance. If not compliant add the following sentence: Within 7 (seven) working days of the date of this Form of Acceptance you shall provide proof that you are SARS compliant. Failure to fulfil this obligation shall constitute a repudiation of this agreement.*)
8. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:

- (i) Proof of insurance in terms of the information provided in the Contract Data and clause 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) Proof that the assistant to the Contracts Engineer (CE) (if applicable) meet the minimum requirements in terms of professional registration and experience as stated in the Scope of Works.
- (vii) Copy of the Joint Venture Agreement. *(Note to compiler: Delete if JV is not applicable)*

Failure to fulfil this obligation shall constitute a repudiation of this agreement. In addition to any other rights of remedy the service provider shall, if (i) above has not been met, be automatically barred from tendering on any of our future tenders for a period 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 *(Note to Compiler: insert the date, which is 8 calendar days after the date of this Form of Acceptance).*
- 11. The project hand-over meeting is held, which shall not be later than *(Note to Compiler: usually 28 calendar days after the date of this form, or earlier if circumstances demand and as agreed between tenderer/employer)*
- 12. Notwithstanding that a full, original-signed copy of the contract document containing all Contract Data and Schedules (including that of accepted deviations) will be delivered to you, this Form of Acceptance constitutes the binding contract between us.
- 13. The approved Key Persons for this project are: *(Note to Compiler: List all relevant approved key positions and enter name of person)*

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**
58 Van Eck Place
Mkondeni
Pietermaritzburg
3201

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.
(Note to compiler: In the event that an alternative offer has been accepted by the Employer, the various elements of the alternative offer must be listed in this appendix)

C1.1.4 FORM OF BANKING DETAILS

Notes to Tenderer:

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



Vat Reg: 4220186250

APPLICATION FOR VENDOR
REGISTRATION

Vendor Name as per Company Registration

.....
....

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

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

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

Company Registration number	BBBEE Status Level

Income Tax Number	Vat Registration number

CSD Registration number	CSD unique code

THIS SECTION MUST BE COMPLETED FOR ALL ELECTRONIC PAYMENTS

Name of bank

Account number	Account Type
	Current

Branch name	Branch Code

Applicant's Authorisation Officer: PRINT NAME

Applicant's Authorisation Officer: SIGNATURE

The following documentation must be submitted with this form:

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:

Head Office: ProcurementHO@nra.co.za

Northern Region: ProcurementNR@nra.co.za

X

Eastern Region: ProcurementER@nra.co.za

Southern Region: ProcurementSR@nra.co.za

Western Region: ProcurementWR@nra.co.za

OFFICIAL USE ONLY

Region:

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

Type of vendor:

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

Status of vendor:

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

AUTHORISING OFFICER REGION:

AUTHORISING OFFICER HO:

VENDOR NUMBER ALLOCATED:

REFER TO EXISTING
VENDOR NUMBER

SERVICE PROVIDER'S
LETTER HEAD AND
ADDRESS

Date

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

Attention: Chief Financial Officer

Dear Madam

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

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

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

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

Kind Regards

Signature _____
Name:
Designation:
ID number:

Service Provider

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 its director/s of the Service Provider sub- contracts are found guilty by a Court of Law on the counts of fraud charges against them, SANRAL reserve the rights

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

8.5 Suspension

- 8.5.1 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.

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 25th of the month following that in which the sub-contractor invoiced for the work, whichever date is earlier.*

12. RESOLUTION OF DISPUTES

12.1 Settlement

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

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than ten working days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties and shall do so, if after a period of ninety days from entering into the mediation process, no resolution has been achieved.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data; *provided that the dissatisfied Party notifies the other in writing within 28 days of mediator's decision being issued or the mediator declaring the mediation to have ended, as provided for in the Contract Data.* Claims not brought within the time periods set out herein will be deemed to be waived.

12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.

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

13. LIABILITY

13.1 Liability of the Service Provider

- 13.1.1 The Service Provider shall be liable to 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 X.004-115-2024/1F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE KWAZULU-NATAL PROVINCE

Clause No	Contract Data
	<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>The Regional Manager <i>Eastern Region</i>, Telephone: To be provided on Award Facsimile: To be provided on Award</p>
3.4	<p>The address for receipt of communications is:</p> <p>Name: Telephone: To be provided on Award Facsimile: To be provided on Award E-mail: To be provided on Award</p> <p>Address: The South African National Roads Agency SOC Ltd 58 Van Eck Place Mkondeni 3201</p>
3.5	<p>The project is Consulting Engineering Services for the Operations and Management of Road Incident Management Systems and Road Safety Audits (<i>Compiler - insert project description i.e. provincial details</i>)</p> <p>The location for the performance of the Project is on all national routes in the KwaZulu-Natal 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).</p> <p>b) Failure to disclose Sub-contractors = up to 10% of the Contract value.</p> <p>c) Failure to meet the tendered target of work for Targeted Enterprises = 30% of the value by which the cumulative value of payments to the Targeted Enterprises fails to meet the tendered percentage.</p>
3.14	<p>The programme shall be submitted within 14 days of the award of the Contract.</p>

- 5.4 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.
- 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. *(note to compiler: 15% of estimated Works contract value with a minimum of R3.0m up to a maximum of the Contract Price)*

- 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 X.004-115-2024/1F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE KWAZULU-NATAL 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: SUB-CONTRACTING TO TARGETED ENTERPRISES (REFER TO FORM B7)

The amount of work expressed as a percentage of the Contract Price (excluding provisional and prime cost items and the respective tendered mark-up (if any)), but including provision made for site supervision staff (payment items 35.03(a) and (b) that will be undertaken by a Targeted Enterprise(s) selected by the Service Provider shall be%*.

* Note to tenderer: insert percentage as tendered in Form B7.

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

Name of Director(s)	Appointment Date	Designation

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 X.004-115-2024/1F: CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MANAGEMENT OF ROAD INCIDENT MANAGEMENT SYSTEMS AND ROAD SAFETY AUDITS IN THE KWAZULU- NATAL 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 sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.
4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.
5. The said guaranteed amount or such portion as may be demanded may be retained by SANRAL on condition that after completion of the service as stipulated in the contract, SANRAL shall account to

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

6. This guarantee is neither negotiable nor transferable and
- (a) must be surrendered to us at the time when SANRAL accounts to the Guarantor in terms of clause 5 above, or
 - (b) shall lapse upon the issue of the Taking-Over Certificate for the construction Works of the project, and
 - (c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.
7. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT ON 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

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 Mr Dumisani Nkabinde in his capacity as . Regional Manager 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: X.004-115-2024/1F for Consulting Engineering Services for the Operations and Management of Road Incident Management Systems and Road Safety Audits in the Kwazulu- Natal Province 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)

PART C2: PRICING DATA

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

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

- Unit: The unit of measurement for each item of work as defined in the Scope of Works.
- Quantity: The number of units of work for each item.
- 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 (Compiler insert contract number) – ROAD INCIDENT MANAGEMENT SYSTEMS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3200	ADMINISTRATION AND MONITORING OF THE PROJECT				
32.01	Project Leader and Head Office				
(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		
32.02	Establishment of Monitoring personnel and dedicated RIMS Provincial office				
(a)	Relocation cost of individual supervisory personnel:				
(i)	RIMS Coordinator	PC Sum	1		80,000.00
(ii)	RIMS Administrator/ Data capturer	PC Sum	1		40,000.00
(iii)	Handling cost i.r.o sub-item 32.02(a) & (ii)	%	120,000		
(b)	Establishment of dedicated RIMS Provincial office including office furniture and equipment:	Lump Sum	1		
32.03	Provision of Monitoring personnel and RIMS office				
(a)	RIMS Coordinator	Prov Sum	1		4,000,000.00
(b)	Handling cost i.r.o item 32.03(a)	%	4,000,000		
(c)	RIMS Administrator/ Data Capturer	Prov Sum	1		2,000,000.00
(d)	Handling cost i.r.o item 32.03(c)	%	2,000,000		
(e)	RIMS Coordinator Support/ (Assistance)	Prov. Sum	1		1,000,000.00
(f)	Handling cost i.r.o item 32.03(e)	%	1,000,000		
(g)	Trainee	Prov. Sum	1		300,000.00
(h)	Handling cost i.r.o item 32.03(g)	%	300,000		
(i)	Accommodation	Prov. Sum	1		720,000.00
(j)	Handling cost i.r.o item 32.03(i)	%	720,000		
(k)	Provision and monthly cost of office equipment	Month	36		

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
32.04	Meetings				
(a)	Steering Committee Meetings (note to compiler - 4 meetings per system per year, and insert District)				
(i)	Add District Municipality based System	number	12		
(ii)	Add District Municipality based System	number	12		
(iii)	Add District Municipality based System	number	12		
(iv)	Add District Municipality based System	number			
(v)	Add District Municipality based System	number	12		
(b)	Working/ Task Group Meetings (note to compiler – allow 4 meeting per working group per year and insert local municipality or other specific regional working group required or established under RIMS)				
(i)	Add Local Municipality based System	number	12		
(ii)	Add Local Municipality based System	number	12		
(iii)	Add Local Municipality based System	number	12		
(iv)	Add Local Municipality based System	number	12		
(v)	Add Local Municipality based System	number	12		
(vi)	Add: Other specific working groups	number	12		
(c)	RIMS Meetings (note to compiler – RIMS meetings)				
(i)	Provincial Coordinating Advisory Committee (PCAC)	number	12		
(ii)	National Technical Committee (NTC)	number	12		
(iii)	Post Incident Assessment (PIA)	number	24		
(iv)	Simulations	number	24		
(d)	SANRAL Project Meetings (note to Compiler – Project meetings with the SP)				
(i)	Project Progress Meeting	number	18		
(ii)	Planning /Focus Group Meeting	number	12		
(e)	National Technical Committee (NTC) Support and Administrative Services (note to Compiler – Only ER or Lead Region managing and proving support services to NTC)				
(i)	Monitoring of and the provision of administrative support services to the National Technical Committee	Prov sum	3,000,000		3,000,000.00
(ii)	Provision of administrative support to Working Groups established under the NTC	Prov sum	1,750,000		1,750,000.00
(iii)	Handling cost i.r.o. 32.04(e)(i) & (ii)	%	4,750,000		

32.05	Reports				
(a)	RIMS Provincial Report	number	3		
(b)	RIMS Guideline Plans				
(i)	Preparation base document and mapping of alternate route in GIS per system (Digitization per RIMS system)	number	1		
(ii)	Annual update (per system)	number	3		
(c)	RIMS Audit Reports (note to Compiler – Only ER or Lead Region managing and providing national audit services)				
(i)	Accredited Training Audit (3 days)	Prov sum	250,000		250,000.00
(ii)	RIMS Provincial Audit (2 days)	Prov sum	250,000		250,000.00
(iii)	Handling cost i.r.o. 32.05(d) (i) and (ii)	%	500,000		

32.06	Training Sessions				
(a)	1 Day RIMS Workshop (non-accredited) (Note to compiler – allow for minimum of 1 refresher training sessions per working or task group or per local municipality per year)				
(i)	(insert District Municipality) District Municipality System	number			
(ii)	(insert District Municipality) District Municipality System	number			
(iii)	(insert District Municipality) District Municipality Systems	number			
(iv)	(insert District Municipality) District Municipality Systems	number			
(v)	(insert District Municipality) District Municipality Systems	number			
(vi)	(insert District Municipality) District Municipality Systems	number			
(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		200,000.00
(xi)	Handling cost i.r.o. item 32.06(a)(x)	%	200,000		
(b)	Formal Training (TETA Accredited) (Note to compiler – allow for minimum of 2 refresher training sessions per system (district) per year)				
(i)	Theoretical Training (2 + 1 Days)				
(a)	(insert District Municipality) District Municipality System	number			
(b)	(insert District Municipality) District Municipality System	number			
(c)	(insert District Municipality) District Municipality System	number			
(d)	(insert District Municipality) District Municipality System	number			
(e)	(insert District Municipality) District Municipality System	number			
(ii)	Refreshments	Prov Sum	1		200,000.00
(iii)	Handling cost i.r.o. item 32.06(b)(ii)	%	200,000		
(iv)	Hiring of venues	Prov Sum	1		400,000.00
(v)	Handling cost i.r.o. item 32.06(b)(iv)	%	400,000		
(vi)	Review & Assessment of Portfolio of Evidence (PoE)	Number	1000		
(vii)	Moderator Assessment & verification of PoE	Prov Sum	1		200,000.00
(viii)	Handling cost i.r.o. item 32.06(b)(vii)	%	200,000		
(ix)	External Moderator Assessment & verification of PoE (note to Compiler – Only ER or Lead Region managing and providing national audit services)	Prov Sum	1		500,000.00
(x)	Handling cost i.r.o. item 32.06(b)(ix)	%	500,000		
(xi)	Printing learning material	Prov sum	1		500,000.00
(xii)	Handling cost i.r.o. item 32.06(b)(xi)	%	500,000		

32.07	Transport for supervisory personnel				
(a)	Traveling to perform duties	Prov Sum	1		1,500,000.00
(b)	Handling cost i.r.o. items 32.07(a)	%	1,500,000		
	TOTAL CARRIED FORWARD TO SUMMARY				

3300	ADDITIONAL DUTIES				
	Additional Duties				
(a)	Personnel - Category A	hour	20		
(b)	Personnel - Category B	hour	40		
(c)	Personnel - Category C	hour	160		
(d)	Personnel - Category D	hour	180		
33.02	Additional duties by Employer	hour		-1500.00	Rate only
33.03	Prepare of GIS based Maps as ordered by the Employer				
(c)	Personnel - Category C (GIS & CAD Specialist)	hour	240		
(d)	Personnel - Category D (GIS & CAD Operator)	hour	600		
33.04	Project Continuity				
(a)	Project continuity and transfer of RIMS operation by previous Service Provider	Prov sum	1		500,000.00
(b)	Handling cost i.r.o item 33.04(a)	%	500,000		
(c)	Handover and transfer of RIMS operation to the subsequent Service Provider.	Prov sum	1		500,000.00
(d)	Handling cost i.r.o item 33.04(c)	%	500,000		
	TOTAL CARRIED FORWARD TO SUMMARY				

3400	DISBURSEMENTS (where not covered by other items)			
34.01	Disbursements			
(a)	Disbursements	Prov Sum	1	760,000.00
(b)	Handling cost i.r.o. item 34.01(a)	%	750,000	
34.02	RIMS Material and Promotional Items (note to Controller - Only ER or Lead Region nominated to manage and provide RIMS Materials and Promotional items)			
(a)	RIMS Material and Promotional Items	Prov Sum	1,700,000	1,700,000.00
(b)	Handling cost i.r.o sub-item 34.02(a)	%	1,700,000	
	TOTAL CARRIED FORWARD TO SUMMARY			

CONTRACT NRA X. (insert contract number) – ROAD SAFETY AUDITS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	ROAD SAFETY AUDITS (APPRAISALS)				
35.01	Project Leader/ Design Specialist and Head Office				
(a)	Duties of Project Leader/ Design Specialist	Month	36		
(b)	Head Office overhead costs	Month	36		
35.02	Meetings and Site Inspections				
(a)	SANRAL Project Progress Meeting	number	12		
(b)	Task Group Meeting	number	12		
(c)	RIMS Provincial Coordinating Advisory Committee (On instruction of the Employer)	number	12		
(d)	Site Inspections:				
(i)	(insert District Municipality) District Municipality System	number			
(ii)	(insert District Municipality) District Municipality System	number	12		
(iii)	(insert District Municipality) District Municipality System	number	12		
(iv)	(insert District Municipality) District Municipality System	number	12		
(v)	(insert District Municipality) District Municipality System	number	12		
35.03	Hazardous Location Database and Report				
(a)	Prepare, continuously update and maintain Provincial Hazardous Location Database	Month	36		
(b)	Provincial Hazardous Location analysis and prepare Report (Bi-annual)	number	6		
(c)	Preparation of Provincial Hazardous Location Map				
(i)	Preparation of Base Document	Lump sum	1		
(ii)	Bi-annual update and revision	number	6		
(d)	Review Major Crash Investigation Report issued by relevant authority (On instruction of the Employer).	number	12		

35.04	Road Safety Audit (Appraisal)				
(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)	18		
(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	3		
	TOTAL CARRIED FORWARD TO SUMMARY				

3600	ADDITIONAL DUTIES				
36.01	Additional duties				
(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		
36.02	Transport to perform additional duties				
(a)	Traveling to perform additional duties	Prov Sum			150,000.00
(b)	Handling cost i.r.o. items 36.02(a)	%	150,000		
36.03	Specialist Services and specialist advice				
(a)	Specialist services or advice provided by or procured by service provider	Prov sum	1		600,000.00
(b)	Handling cost i.r.o. payment item 36.03(a)	%	600,000		
	TOTAL CARRIED FORWARD TO SUMMARY				

3700	DISBURSEMENTS (where not covered by other items)				
37.01	Disbursements				
(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 (insert contract number) – ROAD INCIDENT MANAGEMENT SYSTEMS

3200	ADMINISTRATION AND MONITORING OF THE PROJECT	R
3300	ADDITIONAL DUTIES	R
3400	DISBURSEMENTS	R
SUB-TOTAL (A)		R

CONTRACT SANRAL (insert contract number) – ROAD SAFETY AUDITS

3500	ROAD SAFETY ASSESSMENTS	R
3600	ADDITIONAL DUTIES	R
3700	DISBURSEMENTS	R
SUB-TOTAL (B)		R

SUB TOTAL (C): ADD SUB TOTAL (A) AND (B) ABOVE R

VAT (15%) ON SUB TOTAL (C) R

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

SIGNED BY TENDERER:

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

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

APPENDIX B

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

The applicable preference point system for this tender is the 90/10 preference point system.

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

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90/80
SPECIFIC GOALS	10/20
Total points for Price and Specific Goals	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

or

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE level scorecard of the tendering entity.	B-BBEE Level 1	10.00	20.00		
	B-BBEE Level 2	9.00	18.00		
	B-BBEE Level 3	6.00	14.00		
	B-BBEE Level 4	5.00	12.00		
	B-BBEE Level 5	4.00	8.00		
	B-BBEE Level 6	3.00	6.00		
	B-BBEE Level 7	2.00	4.00		
	B-BBEE Level 8	1.00	2.00		
	Non-compliant contributor	0.00	0.00		

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

- 5.1. Name of company/firm.....
- 5.2. Company registration number:
- 5.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

PART C3: SCOPE OF WORK

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 province of KwaZulu- Natal. The RIMS systems that will be managed are:

- (a) Zululand/uMkhanyakude District Municipality System
- (b) Ilembe/ King Cetshwayo District Municipality System
- (c) Ugu/Harry Gwala District Municipality System
- (d) eThekweni District Municipality System
- (e) uMgungundlovu District Municipality System
- (f) Amajuba/uThukela/uMzinyathi District Municipality System

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 KwaZulu- Natal Province.

The project comprises of all current SANRAL routes in the KwaZulu- Natal Province with a total length of approximately 1152.72 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 or Refresher training sessions 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 KwaZulu- Natal 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 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 year.

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

	Project Phase		Phase Completion Date
A	Submission of Tenders / Proposals		15 March 2024
B	Appointment of Service Provider		July 2024
C	Commencement of Services		February 2025
D	Submission of Approach Methodology		Within 2 months Commencement of services
E	Submission of 12 months Activity Schedule and Annual Plan		Within 3 months Commencement of services
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:	4 per annum per district (6 districts/systems),
Training sessions - Informal	2 sessions per annum per district (6 district/System) minimum of 1 session per system/year, depending on the need.
Formal TETA Accredited Training	1 sessions per annum per district (6 district/System) minimum of 1 session per system/year, depending on the need.
	The Service Provider should attempt to combine training sessions with Steering Committee meetings to maximise the number of attendees and limit travelling costs.
Working/ Task Group:	4 sessions allocated per system (subject to approval of Employer, to address major challenges or specific RIMS issues)
Simulation/Post Incident Assessments:	Ad-hoc and when required, Minimum one (1) per system per annum
Provincial Coordinating Advisory Committee (PCAC) meetings:	4 meetings per annum,
National Technical committee meetings:	4 meetings per annum
SANRAL Planning meetings:	4 per annum, as and when needed (4 x National Focus Group RIMS meetings)
SANRAL Regional Progress Meeting:	Meeting every third month – 4 per annum
Reports:	RIMS Guideline Plans (alternative routes): (6 district/System) guideline plans (one update per annum per system). Refer to Annexure C. RIMS Annual Provincial Report: 1 per annum per province Refer to Annexure D. Report includes the identification 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.

(b) Road Safety Audits (Appraisals)

SANRAL Progress meetings: Every third month – 4 annually,

Reports 2 per annum, Provincial Hazardous Location Report

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

Road Safety Audits (Appraisals): 4 per annum. Undertake minimum of 4 Road Safety Audits (Appraisal) per annum by Road Safety Auditors.

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) ¹	Other Requirements
Project Leader	Pr Eng or Pr Tech Eng ²	10	
Assistant Project Leader	Pr Eng or Pr Tech Eng ²	Not Applicable	
RIMS Regional Coordinator	Tertiary qualification	10 years relevant (RIMS or related) experience and, 3 years workshop facilitation/ training experience	
Assistant RIMS Regional Coordinator	Tertiary qualification	3 years relevant (RIMS or related) 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
Design Specialist: Road Safety Engineering	Pr Eng or Pr Tech Eng ²	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
Assistant Design Specialist: Road Safety Engineering	Pr Eng or Pr Tech Eng ²	3 years in Road Safety Engineering and/or Traffic and Transportation Engineering and/or Geometric Design	Has successfully completed a recognized Road Safety Audit course to the equivalent of at least 5 CPD points
OHS Specialist	SACPCMP ³ registration as a Professional Construction HSE Agent or Manager	As required by SACPCMP ³	

¹ Relevant experience is the actual number of years, measured from the date of acquiring the **base** qualification, working in the civil engineering/construction or incident management or related field.

² 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.

³ South African Council for Project and Construction Management Professions (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

Document Characteristics	Draft Reports/Documents	Final Reports/Documents	Books of Drawings
Page	A4 80g/m ²	A4 80g/m ²	A2 80g/m ²
Cover page layout	Employer's pro-forma works document cover page with appropriate wording for the specific report/document compiled		
Cover	White 80g/m ²	Reports: Tokai Blue 160g/m ² Documents: Red 160g/m ²	Draft: White 80g/m ² Final: Red 160g/m ²
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 Maximum thickness to be 3cm	Plastic ring binders	Reports: plastic ring binders Contract documents: stapled, glued and bound	Draft: Stapled and bound Final: stapled, glued and bound
Number of paper copies	3 (three)	Reports: 1 (one) Tender documents: 1 (one)	Draft: 3 (three)

		Tender evaluation: 2 (two) Contract documents: 2 (two) original for signature and 1 (one) copy	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

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

(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 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 Regional Coordinator (fulltime) x 1
- ii) Assistant RIMS Coordinator (fulltime)
- iii) RIMS Administrator and Data Capturer (fulltime)
- iv) Trainee (student)
- v) RIMS NTC Secretariat (*fulltime*) -

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:

Description	Site staff overheads
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
Net Overhead Factor before profit	1.44

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 at least the RIMS Regional Coordinator(s) 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.

(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 uMsunduzi Local Municipality.

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. 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 Pietermaritzburg/Durban due to the proximity to the Provincial RIMS operation.

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, fax machines, modems, personal computers and printers (including all hardware and latest software), mobile data projector, bluetooth speakers, 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
- 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 in the KwaZulu-Natal 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 KwaZulu-Natal 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 10th 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.</p> <p>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"> • Provincial Ambulance and Emergency Medical Services • Private Ambulance Services • Fire and Rescue Services • SAPS • Traffic Authorities, Municipal & Provincial • Disaster Management • Centralised Communication Centre <p>Non-emergency Service representatives, where appropriate, should include :</p> <ul style="list-style-type: none"> • Chief Officers of Local Authorities • Water Authorities • Automobile Association of South Africa • Toll Route Operator • Motor Industries Federation • Road Authority and maintenance departments • Road Freight Association • South African Road Federation • Specialised Hazmat clean up companies • Towing Operators 	RIMS Coordinator

	<p><u>Membership:</u> 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> <p>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>	RIMS Coordinator
	<p><u>Purpose:</u> 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><u>Arrangements</u> for the meeting include:</p> <ul style="list-style-type: none"> - Timeously distributing invitations and agenda to members advising them of the details of the meeting; - 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; - Ensuring an appropriate venue which is usually held at one of the Emergency service offices. Liaise with RRM Consultant to assist, where required; - Arranging for suitable refreshments or lunch where needed. 	RIMS Coordinator
	<p><u>Minutes:</u> All discussions to be recorded by the RIMS Coordinator and minutes distributed to all members within two weeks of the meeting.</p>	RIMS Coordinator
1.2.	Progress and Planning Meetings	
	<p style="text-align: right;"><u>Quarterly</u></p> <p><u>SANRAL Progress Meeting:</u> The RIMS Service Provider shall attend meetings with the Regional Employer representative to report on the RIMS System, planning and progress achieved, including the Road Safety Audits. 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, Design Specialist, RIMS Coordinator & Administrator
	<p style="text-align: right;"><u>Quarterly</u></p> <p><u>SANRAL Planning/ Focus Group Meetings:</u> These meetings are rotated in various provinces. Invitations are sent to members from the national RIMS secretariat who co-ordinates all National</p>	RIMS Coordinator

	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.	Project Leader may be invited, if required
	<p style="text-align: right;"><u>Quarterly</u></p> <p><u>RIMS National Technical Committee (NTC) Meetings:</u> 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 style="text-align: right;"><u>Quarterly</u></p> <p><u>Provincial Coordinating and Advisory Committee Meetings - PCAC</u> 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. 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. Stakeholder meetings 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 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>
1.3.	Working/ Task Group Meetings	
	<p style="text-align: right;"><u>Quarterly</u></p> <p><u>Purpose:</u> At least four per annum, per system has been allocated for either Working/ Task Group. Any additional meeting is subject to the approval of the Employer, to address major challenges in a particular system. Task and Working Group meetings will be held on a quarterly basis to address specific issues such as communication difficulties, system protocol issues, system shortcomings, special campaigns, etc. In some cases, a Task Group will 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
	<u>Arrangements</u> for the meetings include:	RIMS Co-ordinator

	<ul style="list-style-type: none"> • Timeous distribution of invitations to members advising them of the details of the meeting; • Ensuring follow up telephonically or via email to ensure attendance to meetings by liaising with Heads of services, Station Commanders etc. • Ensuring an appropriate venue which is usually held at one of the Emergency services offices; <p>Minutes of the Task/Working Group meetings will be recorded and distributed to all members within two weeks of the meeting.</p>	assisted by RIMS Administrator
1.4.	Post Incident Assessment & Simulations	
	<p style="text-align: right;"><u>As required</u></p> <p><u>Purpose:</u> At least two per annum, per system has been allocated for either Post Incident Assessments/ Simulations. This is subject to the approval of the Employer, to address major challenges in a particular system.</p> <p>Post Incident Assessment/ 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><u>Arrangements</u> for the meetings include:</p> <ul style="list-style-type: none"> • Timeous distribution of invitations to members advising them of the details of the meeting; • Ensuring follow up telephonically or via email to ensure attendance to meetings by liaising with Heads of services, Station Commanders etc. • Ensuring an appropriate venue which is usually held at one of the Emergency services offices; <p>Minutes of the sessions will be recorded and distributed to all members within two weeks.</p>	RIMS Co-ordinator assisted by RIMS Administrator
1.4	RIMS Stakeholder Liaison Meetings/ Emergency Services	
	<p>This activity involves:</p> <ul style="list-style-type: none"> • 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. • Engagement with Heads of departments to discuss challenges or shortcomings in the system is important to the success of the systems. • Discussion concerning difficulties encountered by these emergency services as well as possible solutions. • Certain Post Incident Assessment concerns may also be best resolved through Service and RIMS Stakeholder Liaison. • 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. • Compile a spreadsheet/record of all Stakeholder engagement meetings, discussions and resolutions to track progress and history of a certain challenge. 	RIMS Coordinator

	<ul style="list-style-type: none"> • 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 and mitigation measures that promote safer roads for the travelling public. • 	
2.	REPORTS	
2.1.	Fact Sheets - Monitoring and Data Evaluation Reports	
	<p style="text-align: right;"><u>Submission: June and January</u></p> <p><u>Fact sheets/ Monitoring reports:</u></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>A Bi-annual and Annual Fact sheet are prepared by the RRM Consultant</p> <ul style="list-style-type: none"> • 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. • 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. 	RRM Consultant
	<ul style="list-style-type: none"> • 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. • 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. • The above shall be captured electronically and sent to the Employer every 6 and 12th month of each year. • 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. • 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. 	RRM Consultant/ RIMS Coordinator RIMS Coordinator 7 RSE Design Specialist
2.2.	RIMS PROVINCIAL REPORTS	
	<p style="text-align: right;"><u>Annual</u> <u>Presented at Provincial meetings</u></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>	RIMS Coordinator

	<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"> • Summary of all work done in each system • Ensure comprehensive reports <i>clearly</i> reflect challenges, Actions, Resolutions. • Evaluation of services of each system to ensure systems are operating optimally. • Fact sheet and data sent by RRM consultant are analysed into this report. • Hazardous locations for each area and recommendations for intervention • Review all PIA reports and simulations that indicate areas of concern where stakeholder engagement meetings may be required • The identification of high accident locations; • The frequency of these incidents and their nature and severity; • The main causes of incidents; • The number and severity of casualties, fatalities; • Types of vehicles involved; • 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; • Performance of RIMS in various districts, shortcomings, challenges, interventions and recommendations • Updated Resource list for all systems. • Reports to be sent to: <ul style="list-style-type: none"> • Provincial chairperson, • All Steering comm. Chairs, • And all affected and interested parties to address road safety matters 	RIMS Coordinator
2.3.	SYSTEM REPORTS	
	<p style="text-align: center;"><u>Submission: Quarterly at NTC</u> <u>Submitted to SANRAL at feedback meetings</u></p> <ul style="list-style-type: none"> • This report captures all work done in each system – Summary of: <ul style="list-style-type: none"> ○ All meetings held ○ Summary of all actions from minutes of meetings ○ Training done/planned <ul style="list-style-type: none"> ○ Simulations, ○ Post Incident assessments, ○ Hazardous locations ○ ITIS summaries of incidents to date ○ Challenges and actions ○ Stakeholder engagement meetings, resolutions ○ Some of the above information is received from the Accumulative report done by RRM Consultant (Route manager). • Each RIMS Co-ordinator/ Provincial chairperson to present the above at the National Technical Committee (NTC) meetings 	RIMS Coordinator

2.4.	SIMULATION EXERCISES AND REPORTS	
	<ul style="list-style-type: none"> At least two per annum, per system has been allocated, for either Simulations, Task groups meetings or PIA's. The attendance of the RIMS coordinator at these meetings is subject to the approval of the Employer, to address major challenges in the system 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 and to ensure that these Simulations are done and to assist the RRM Consultant where needed to bring other Stakeholders on board to do the Simulation. 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 needed. Determine the location of the Simulation by focusing on hot spots and problem areas, with guidance from the RIMS Coordinator. CCC simulations are also required to test the effectiveness of communication and timelines for mobilising services required on scene. This should be tested after training has been provided to the CCC. 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. <p>Arrangements for the Simulation include:</p> <ul style="list-style-type: none"> Notification to Heads of departments to attend and form part of the evaluation team during the simulation Ensure an appropriate venue and equipment to stage the event <p>RIMS Coordinator is required to draft a list of the findings and lessons learnt and circulate to all services represented.</p>	<p>RIMS Coordinator</p> <p>RIMS Coordinator</p> <p>RIMS Coordinator</p> <p>RRM Consultant & RIMS Coordinator</p> <p>RIMS Coordinator</p> <p>RIMS Coordinator</p> <p>RIMS Consultant</p>
2.5	POST INCIDENT ASSESSMENT REPORTS	
	<ul style="list-style-type: none"> Major incident, fatalities, road closure, problems with protocols etc, all these incidents require PIA meetings. 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 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. Plan stakeholder meetings in order to resolve challenges on findings. <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"> Hazardous chemical incidents, or heavy vehicle incidents that results in chaos at the scene; Incidents requiring road closure or use of an alternative routes; Incidents at which the principles and protocols of the RIMS were not adhered to; Incidents involving major fatalities; Well managed incidents that will provide a learning experience. 	<p>RIMS Coordinator</p> <p>RIMS Coordinator</p> <p>RIMS Coordinator</p> <p>RIMS Coordinator</p> <p>RIMS Coordinator</p> <p>RIMS Coordinator</p> <p>RIMS Coordinator</p>

2.6	PROJECT REPORTS	
	<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"> ➤ hard copy files and ➤ electronic versions on CD. Electronic documents should be in a format that is able to be easily edited and not in PDF. <p>Refer to Appendix E for the full list of documentation</p>	RIMS Coordinator
3.	TRAINING	
	<p>There are two types of training:</p> <ol style="list-style-type: none"> a) Informal Refresher training – half day b) Formal Accredited training – two days <p>The RIMS Coordinator is responsible for setting up all Training Workshops.</p> <ul style="list-style-type: none"> • Invitations and follow up to ensure attendance • Request Learner manuals and training material received from Regional coordinator • Ensure Learner registration forms are submitted, prior to the training • Conduct the two-day training workshop and give adequate guidance to the learners to assist in building their portfolio's. • Clearly communicate all requirements and assignments issued and clearly stipulate submission dates. • Once the portfolios are submitted by the learners, check content thoroughly by completing the Assessor checklist. • Ensure all activities, assignments and knowledge questionnaires are completed and note all outstanding information in the portfolio folder and record sheet. • Ensure all Unit standards are received and thoroughly assessed by a qualified & approved Assessor. • 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. • Communicate regularly with learners on various communication platforms to encourage them to submit and complete their portfolios in time. • 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. • 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. • Ensure a maximum submission of competent portfolios are received to provide the client with high return on the investment. • Provide regular feedback to learners on the status of their portfolio submissions and reminders of submission dates and incomplete work. • Extension dates to be approved by the Employer before implementation. • Ensure a thorough record is kept of all communication to learners. • Once learners have been found competent by the Assessor, the Coordinator is required appoint a Moderator to moderate the portfolios. • Ensure submission of close-out reports for each training session 	RIMS Coordinator

	<ul style="list-style-type: none"> • 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 the Employer to ensure competent candidates are allocated the credits due for successful completion. • All competent Learner portfolio's as well as incomplete portfolio documents should be submitted to the Employer annually along with the training database. • 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. • 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. <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"> - Refer to the SANRAL RIMS training CD - Refer to the SANRAL IM learner, facilitator and assessor guideline document - Refer to the SANRAL learner manual <p>Attendance at the training should be multidisciplinary and include:</p> <ul style="list-style-type: none"> - All operational staff who attend incidents on RIMS routes - All staff involved in traffic control on the alternative route - Control room staff - Training officers - Senior and middle management - Members of the non-emergency services including tow operators, water authorities, spill companies etc. <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"> - Distributing notices to members advising them of the details of the training - Ensuring an appropriate venue - Arranging suitable refreshments <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>	
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4.	COMMUNICATION	
	<p><u>In all RIMS correspondence, the following people need to be included (cc'd)</u></p> <ul style="list-style-type: none"> • RRM Route manager, • For Provincial and Steering committee matters: CC the relevant Chairperson. • SANRAL RIMS Project Manager • 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 • Ensure Simulations and Post Incident Assessments are done on all RIMS systems in the Mpumalanga Province. • Ensure ITIS is updated on a monthly basis and assist where there are challenges in obtaining the incident information from Emergency services or departments. • 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. • Ensure RRM gives full feedback on Road works, upgrades and contracts that are on their routes. 	
5.	OTHER RESPONSIBILITIES – Routine Road Maintenance (RRM)	
	<p><u>Update ITIS</u> <u>Monthly</u></p> <ul style="list-style-type: none"> • Confirmation of updates are sent automatically to RIMS SANRAL Project Manager • If no incidents, it needs to be stated on the Accumulative monthly report form • <p><u>Major incidents</u> <u>Adhoc</u></p> <ul style="list-style-type: none"> • 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. • All major incidents require a PIA and National Department of Transport must be invited. 	<p>RRM Consultant & RIMS Coordinator</p> <p>RIMS Admin/ Data Capturer</p> <p>RIMS Corodinator & RRM Consultant</p>
	<p><u>Guideline documents</u></p> <ul style="list-style-type: none"> • To review each system document regularly and ensure it is updated on an annual basis. Update are sent to SANRAL for approval and print if required by October of each year. • Ensure it is updated and distributed to all stakeholders either electronically or in hard copy 	RIMS Coordinator
	<p><u>Managing the RRM Contractor's RIMS responsibilities</u></p> <ul style="list-style-type: none"> • 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 	RRM Consultant

	rendered by the Contractor in respect of incidents occurring on the road	
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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.

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 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 and takes into account any changes included roads conditions reports for the affected networks.

C3.2.7 Routine Road Maintenance

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 B.

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) Submission of Cost Recovery documents.
- (v) Assisting in RIMS Steering Committee Meetings where required.
- (vi) Initiating and facilitation of Post Incident Assessment (Debriefing) Meetings.
- (vii) Managing the Contractor's RIMS responsibilities.
- (viii) Updating of RIMS Guideline Documents.
- (ix) Assist with arrangement of training workshops as and when required.
- (x) Initiate and facilitate Major Incident Simulations.

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 kilometers**. 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 1800 Engine Volume cc in accordance with the table below.

Schedule of Travel Tariffs (cents per kilometre)

Engine Vol (cc)	A	B	C	D
Up to 1400	279 + 7.24 x PP	204 + 9.8 x PP		
1401 to 1600	314 + 7.88 x PP	230 + 9.8 x PP		

1601 to 1800	363 + 7.88 x PP	230 + 9.8 x PP		363 + 7.88 x PP
1801 to 2000	421 + 8.77 x PP	311 + 9.88 x PP	311 + 9.8 x PP	372 + 8.77 x PP
2001 to 2500	469 + 10.56 x PP	315 + 13.1 x PP	413 + 13.1 x PP	469 + 10.56 x PP
Over 2501	482 + 10.98 x PP	415 + 13.8 x PP	456 + 13.8 x PP	482 + 10.98 x PP

NOTE:

- The tariffs in this table are fixed for 1 (one) year only (April-March of each year) regardless of the Stage of the Project. The Employer will publish revised formulas on a yearly basis.
- "PP" is the lowest octane rating petrol price in Rand, for the month, in the city of the respective Regional Office. The "PP" rate can be downloaded from the AA website www.aa.co.za on a monthly basis.

Vehicle Classes

- A - Passenger motor cars and station wagons and 4x2 Double Cabs
- B - Two wheel drive light delivery vehicle, panel vans and other similar goods vehicles with a carrying capacity up to one metric ton
- C - Four wheel drive light delivery vehicle (single and double cab)
- D - Mini busses (up to 15 seater)

C3.2.10 Monitoring of the RIMS National Technical Committee (Only if applicable)

The appointed Road Incident Management Systems National Technical Committee (NTC) coordinator 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 and the duties required by the contract. The NTC coordinator shall have a tertiary qualification with 5 years' relevant experience, be proficient in minute taking, events coordination, and excellent report writing skills, secretarial skills, be proficient in MS word, excel, PowerPoint etc. The NTC coordinator should be priced at a category D rate.

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

- (i) Report writing
- (ii) Providing reports to COTO
- (iii) Presentations to the National Technical Committee
- (iv) Minute Taking and Recording
- (v) Printing and compiling of all document required for the NTC
- (vi) Report compilation

C3.2.11 Measurement and payment

Item	Unit
32.01 Engineer and Head Office	
(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
32.02 Establishment of Monitoring personnel and Dedicated RIMS Provincial office	
(a) Relocation of individual Supervisory personnel	
(i) RIMS Coordinator	Prime Cost (PC Sum)
(ii) RIMS Administrator/ Data Capturer	Prime Cost (PC Sum)
(iii) Handling cost ir.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 (PC Sum).

Payment under these 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 administrating 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.

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
32.03 Provision of Monitoring personnel and Road Incident Management System (RIMS) office	
(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	Month

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.

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 accommodation, 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, cellphone and mobile data costs, security and insurances as deemed necessary.

Item	Meetings	Unit
32.04	(a) RIMS Steering Committee Meetings	Number
	i) Zululand/uMkhanyakude District Municipality	
	ii) Ilembe/ King Cetshwayo District Municipality	
	iii) Ugu/Harry Gwala District Municipality	
	iv) eThekwini District Municipality	
	v) uMgungundlovu District Municipality	
	vi) Amajuba/uThukela/uMzinyathi District Municipality	
	(b) Working/ Task Group Meetings	Number
	i) Zululand/uMkhanyakude District Municipality	
	ii) Ilembe/ King Cetshwayo District Municipality	
	iii) Ugu/Harry Gwala District Municipality	
	iv) eThekwini District Municipality	
	v) uMgungundlovu District Municipality	
	vi) Amajuba/uThukela/uMzinyathi District Municipality	
	(c) RIMS Meetings	Number
	i) Provincial Coordinating Advisory Committee (PCAC)	
	ii) National Technical Committee (NTC)	
	iii) Post Incident Assessment	
	iv) Simulation	
	(d) SANRAL Meetings	Number
	i) SANRAL Progress Meetings	
	ii) Planning / Focus Group Meeting	
	(e) National Technical Committee Coordination and Administrative Services	
	i) Monitoring of and the provision of administrative support services to the NTC	Prov sum
	ii) Provision of administrative support to Working Groups established under the NTC	Prov sum
	iii) Handling cost in respect of item 32.04(e)(ii)	Percentage

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 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), (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 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 feedback/status and printing all required reports but excluding travelling cost which is provided for in item 32.07 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 the other meetings, the cost associated with attending the meeting will be provided in pay item 34.01(a) Disbursement.

The unit of measurement for pay items 32.04(e)(i) and (ii) shall be provisional sum. The provisional sum under payment item 32.04(e)(i) is to cover associated costs for the provision of administrative support and secretariat functions to the NTC.

The provisional sum under pay item 32.04(e)(ii) is to cover the associated costs for the provision of administrative support to Working Groups established under the NTC.

The associated cost for the relevant administrative and support personnel shall include full compensation for the following costs under the provisional sum:

- i) Salary
- ii) Any additional allowances, whether for travelling, accommodation or otherwise
- iii) Bonuses
- iv) Leave and sick leave
- v) All company contributions such as provident fund, group life benefits, medical aid etc.
- vi) Levies

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

The % tendered for handling costs under pay item 32.04(e)(iii), in respect of payment item 32.04(e)(i) and (ii), shall include for all costs associated with the sourcing, employment, management, office accommodation, furniture and equipment, as well as handling fees and profit.

Item	Unit
32.05 Reports	
(a) RIMS Provincial Report	Number
(b) Guideline Plan	
i. Preparation of Base Document & Alternative Routes	Number
ii. Annual Revision	Number
(c) RIMS Audit reports	
i. Accredited Training Audit (3 days)	Prov sum
ii. Provincial RIMS Audit (2 days)	Prov sum
iii. Handling cost in respect of items 32.05(d)(i) and (ii)	Percentage

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, the generating of 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.

The unit of measurement for pay items 32.05(b)(ii) shall be the number of reviews/ updates 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.

The provisional sum under pay item 32.05(c)(i) and (ii) is to cover the associated costs for the provision of Audit services.

The associated cost for the relevant audit personnel shall include full compensation for all costs including, inter alia, the following:

- i) Salary
- ii) Any additional allowances, whether for travelling, accommodation or otherwise
- iii) Bonuses
- iv) Leave and sick leave
- v) All company contributions such as provident fund, group life benefits, medical aid etc.
- vi) Levies

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

The % tendered for handling costs under pay item 32.05(c)(iii), in respect of payment item 32.05(d)(i) and (ii), shall include for all costs associated with the sourcing, employment, management, office accommodation and equipment, as well as handling fees and profit.

Item	Unit
32.06 Training (within District Municipality)	
(a) 1 Day RIMS Workshop Training (non-accredited)	
(i) Zululand/uMkhanyakude District Municipality	Number
(ii) iLembe/ King Cetshwayo District Municipality	Number
(iii) Ugu/Harry Gwala District Municipality	Number
(iv) eThekweni District Municipality	Number
(v) uMgungundlovu District Municipality	Number
(vi) Amajuba/uThukela/uMzinyathi District Municipality	Number
(vii) Refreshments	Prov.Sum
(viii) Handling costs i.r.o pay item 32.06(a)(viii)	Percentage
(ix) Hiring of venues.....	Prov.sum
(x) Handling costs i.r.o pay item 32.06(a)(x).....	Percentage

The unit of measurement for pay items 32.06(a)(i) to 32.06(a)(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, 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 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(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
32.06 Training (within District Municipality)	
(b) Formal Training (TETA accredited)	
(i) Theoretical Training (2 + 1 Day)	
(a) Zululand/uMkhanyakude District Municipality	Number
(b) iLembe/ King Cetshwayo District Municipality	Number
(c) Ugu/Harry Gwala District Municipality	Number
(d) eThekweni District Municipality	Number
(e) uMgungundlovu District Municipality	Number
(f) Amajuba/uThukela/uMzinyathi District Municipality	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) Review & Assessment of Portfolio of Evidence (PoE)	Percentage
(vi) External Moderator Assessment & Verification of PoE	Number
(vii) Handling cost i.r.o. pay item 32.06(b)(vii)	Percentage
(viii) External Moderation Assessment & verification of POE	Prov Sum
(ix) Handling cost i.r.o pay item 32.06(b)(ix)	Percentage
(x) Printing of Learning materials	Prov Sum
(xi) Handling cost i.r.o pay item 32.06(b)(xi)	Percentage

The unit of measurement for pay items 32.06(b)(i)(a) to 32.06(b)(i)(e) 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
33.01 Additional duties by the Service Provider	
(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
33.02 Additional duties by Employer	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
33.03 Preparation of GIS based Maps as ordered by the Employer	
(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.

Item	Unit
33.04 Project System Continuity	
(a) Project continuity and transfer of RIMS operation by previous Service Provider	Provisional sum
(b) Handling cost i.r.o item 33.04(a)	percentage (%)
(c) Handover and transfer of RIMS operation to the subsequent Service Provider	Provisional sum
(d) Handling cost i.r.o item 33.04(c)	Percentage (%)

The unit of measurement under pay item 33.04(a) & (c) shall be Provisional sum to cover full compensation of the time and cost to ensure continuity and adequate transfer for the project by the service provider including all travel and subsistence costs, the cost of all written, telephonic and electronic communications and all other incidentals necessary, regardless of their quantity or complexity to ensure a seamless transition from the current service provider to new service provider.

The percentage (%) tendered under pay item 33.04(b) and (d) is a percentage of the amount actually spent under pay item 33.04(a) and (c) and shall include full compensation for handling cost of the Service Provider.

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.

Item	Unit
34.01 DISBURSEMENTS	
(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.

Item	Unit
34.02 RIMS Material and Promotional Items	
(a) RIMS Material and Promotional Items	Provisional sum
(b) Handling cost i.r.o sub-item 34.02(a)	Percentage (%)

ADD DESCRIPTION

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 Provide 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, 85th 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 a bi-annual basis (twice per year) which 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 locatathe Top 30 Hazardous Locations within the province.

Based on the recommendations or 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
35.01 Design Specialist Road Safety Engineer and Head Office	
(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
35.02 Meetings and Site Inspections	
(a) SANRAL Project Progress Meetings	Number
(b) Task Group Meetings	Number
(c) RIMS Provincial Coordinating Advisory Committee (On instruction of Employer)	Number
(d) Site Inspections	Number
i) Zululand/uMkhanyakude District Municipality	
ii) iLembe/ King Cetshwayo District Municipality	
iii) Ugu/Harry Gwala District Municipality	
iv) eThekweni District Municipality	
v) uMgungundlovu District Municipality	
vi) Amajuba/uThukela/uMzinyathi District Municipality	

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 printed. Item 35.02 (b) and (c) only attended as ordered by the Employer.

The unit of measurement for pay items 35.02 (d) 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.

Item	Unit
35.03 Hazardous Location Register and Reports	
(a) Prepare, continuously update and maintain Provincial Hazardous Location database	Month
(b) Provincial Hazardous Location analysis and prepare Report (Bi-annual)	Number
(c) Provincial Hazardous Location Map	
i. Preparation of Base Document	Lump sum
ii. Bi-annual Update or Revision	Number
(d) Review Major Crash Investigation Report issued by relevant authority (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, the 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 every six months 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
35.04 Road Safety Audits (Appraisal)	
(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
	Prov Sum

(c)	Road Safety Audits (Appraisal) undertaken by Targeted Enterprises	Percentage %
(d)	Handling cost i.r.o. item 35.04(c)	Number
(e)	Road Safety Audit Summary Report	

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, 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 electronic format and evaluation of the selection and procurement process of the sub-service including all administrative cost, handling fees and profit.

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

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 number of Summary reports 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 in accordance with the table below.

Schedule of Travel Tariffs (cents per kilometre)

Engine Vol (cc)	A	B	C	D
Up to 1400	279 + 7.24 x PP	204 + 9.8 x PP		
1401 to 1600	314 + 7.88 x PP	230 + 9.8 x PP		
1601 to 1800	363 + 7.88 x PP	230 + 9.8 x PP		363 + 7.88 x PP
1801 to 2000	421 + 8.77 x PP	311 + 9.88 x PP	311 + 9.8 x PP	372 + 8.77 x PP
2001 to 2500	469 + 10.56 x PP	315 + 13.1 x PP	413 + 13.1 x PP	469 + 10.56 x PP
Over 2501	482 + 10.98 x PP	415 + 13.8 x PP	456 + 13.8 x PP	482 + 10.98 x PP

NOTE:

- The tariffs in this table are fixed for 1 (one) year only (April-March of each year) regardless of the Stage of the Project. The Employer will publish revised formulas on a yearly basis.

- "PP" is the lowest octane rating petrol price in Rand, for the month, in the city of the respective Regional Office. The "PP" rate can be downloaded from the AA website www.aa.co.za on a monthly basis.

Vehicle Classes

- A - Passenger motor cars and station wagons and 4x2 Double Cabs
- B - Two wheel drive light delivery vehicle, panel vans and other similar goods vehicles with a carrying capacity up to one metric ton
- C - Four wheel drive light delivery vehicle (single and double cab)
- D - Mini busses (up to 15 seater)

C3.6.5 Measurement and payment

Item	Unit
36.01 Additional duties by the Service Provider	
(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.

Item	Unit
36.02 Transport to perform additional duties	
(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.

Item	Unit
37.01 DISBURSEMENTS	
(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

Sensitivity - General

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.

PART C4: SITE INFORMATION

TABLE OF CONTENTS		PAGE
C4.1	LOCATION OF THE PROJECT	C4-119
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C4.3	ANY ADDITIONAL INFORMATION AS REQUIRED FOR THE PROJECT	C4-119
C4.4	APPENDICES	C4-116

C4.1 LOCATION OF THE PROJECT

The proposed project is located in the (insert province) Province in its entirety, including all the District Municipalities listed:

- (a) Zululand/uMkanyakude District System
- (b) iLembe/uThungulu District System
- (c) Ugu/Harry Gwala District System
- (d) eThekweni District System
- (e) uMgungundlovu District System
- (f) Amajuba/uThukela/uMzinyathi District System

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

12/9/3- (insert contract number) – 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
- Appendix F: RIMS National Framework Manual – (To be provided to the successful Tenderer)
- Appendix G: RIMS Incident Report Form
- Appendix H: South African Road Safety Audit Manual (Version 2012)

APPENDIX A

**LOCALITY PLAN
(insert locality plan)**



APPENDIX B

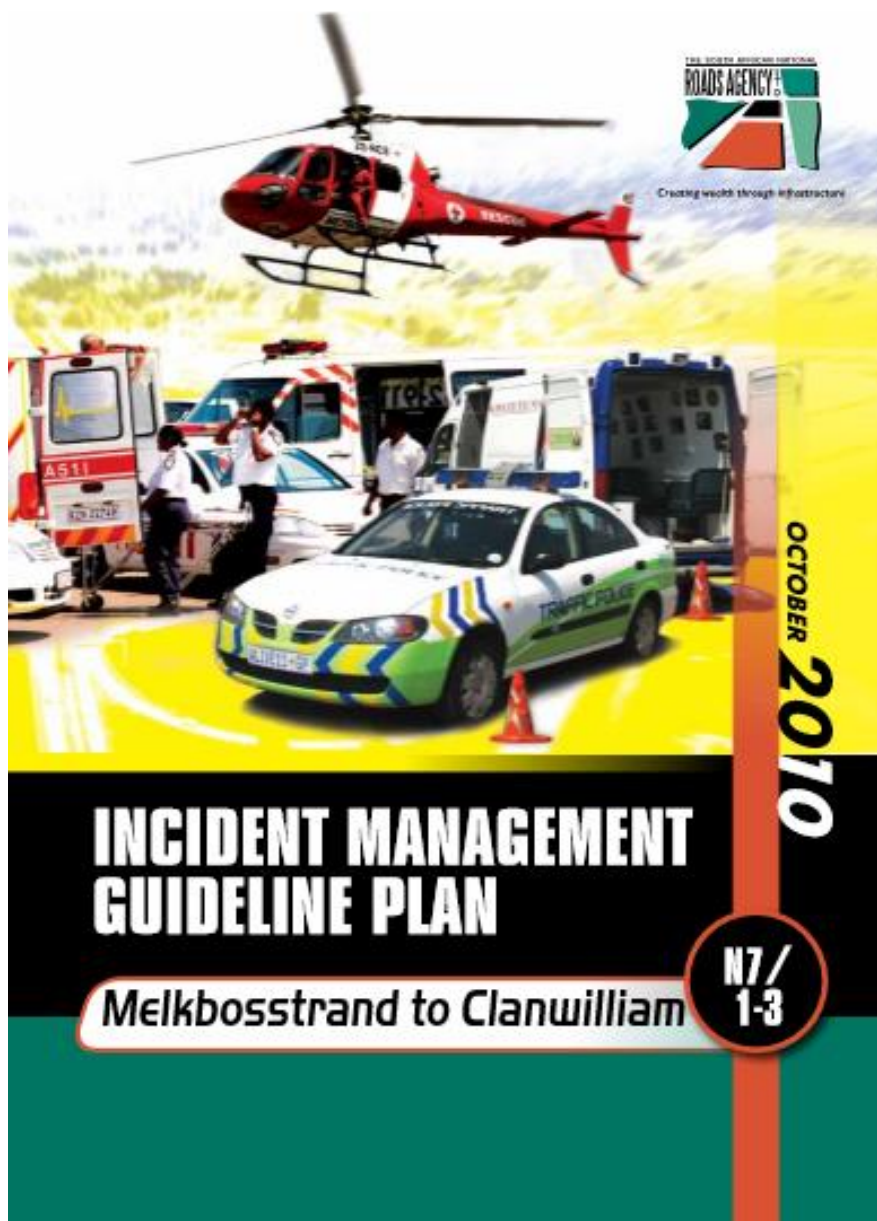
ROUTINE ROAD MAINTENANCE – CONTRACT DETAILS AND CONTACT LIST

(This will only be provided to the successful Tenderer)

APPENDIX C

ROAD INCIDENT MANAGEMENT – GUIDELINE PLAN (EXAMPLE)

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



APPENDIX D

ROAD INCIDENT MANAGEMENT – PROVINCIAL REPORT (EXAMPLE)

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



South African National Roads Agency Limited

ROAD INCIDENT MANAGEMENT SYSTEM (RIMS): WESTERN CAPE
PROVINCIAL SUMMARY REPORT

JANUARY 2017



APPENDIX E

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 on CD. Certain electronic documents should be in a format that is able to be easily edited and not in PDF.

HAND OVER DOCUMENTS REQUIRED FOR EACH SYSTEM:		
	DOCUMENT	COMMENTS/INSTRUCTIONS
	REPORTS	
1	System reports	
2	Fact sheets	
3	Provincial reports	
4	NTC reports or presentations	
5	Simulation reports	
6	PIA reports	
7	Audit report	
8	MOU agreements between services	
	MEETINGS	
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	
	DATABASE	
1	Steering Committee dbase	
2	PCAC contact dbase – Heads of all departments	
3	Chairperson contact details of various systems	

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	
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.	

APPENDIX F

RIMS NATIONAL FRAMEWORK DOCUMENT

(Document will be provided to the successful Tenderer)

- **Legislative Amendments**
- **Operational Policy**
- **National Framework**
- **Procedure Manual**



ROAD INCIDENT MANAGEMENT SYSTEMS

APPENDIX G

RIMS – INCIDENT REPORT FORM

(Refer to folder on CD)

APPENDIX H

SOUTH AFRICAN SAFETY AUDIT MANUAL (SARSAM)

(Available on the SANRAL website: www.sanral.co.za)