

SANRAL
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



BUILDING SOUTH AFRICA
THROUGH BETTER ROADS

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.003-010-2020/2F

**FOR CONSULTING ENGINEERING
SERVICES FOR THE OPERATIONS AND
MAINTENANCE OF THE MARIANNHILL
TOLL PLAZA ON NATIONAL ROUTE N3**

BASE DATE
JUNE 2023

TENDER DOCUMENT

VOLUME 1
BOOK 1 OF 3....

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

NAME OF TENDERER:

Set sequential number



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL: N.003-010-2020/2F

**FOR CONSULTING ENGINEERING SERVICES FOR THE
OPERATIONS AND MAINTENANCE OF THE MARIANNHILL
TOLL PLAZA ON NATIONAL ROUTE N3**

THIS DOCUMENT COMPILED BY:

The Regional Manager (Eastern Region)
The South African National Roads Agency SOC Ltd
58 Van Eck Place
Mkondeni
Pietermaritzburg
3204

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PART T1: TENDERING PROCEDURES

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CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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

The South African National Roads Agency SOC Limited (SANRAL) invites tenders from Consulting Engineering Firms for the provision of Consulting Engineering Services for the Operations and Maintenance of the Mariannhill Toll Plaza on the National Route N3. This project is in the province of KwaZulu Natal and in the *eThekweni Metropolitan Municipality* and the approximate programme is for design and works/service contract documentation to be completed by December 2023, followed by supervision of 72 Months commencing May 2024

Only tenderers who are registered on the National Treasury Central Supplier Database and meet minimum requirements for the key persons as stated in Clause C.2.1 of the Tender Data at the tender closing date, are eligible to tender.

Joint Ventures (JV) will be allowed on condition that one JV partner is a Targeted Enterprise. The JV partner will, however, not contribute to sub-contract target for Targeted Enterprises.

TENDER DOCUMENTS

Tender documents are available from Friday, 26 May 2023 no cost in electronic format downloadable from the SANRAL's website by following link https://www.nra.co.za/sanral-tenders/status?region_id=national

Tenderers must have access to Microsoft © Office 2013 and Adobe Acrobat © 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 Friday, 02 June 2023. Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive.

TENDERER'S MEETING

No clarification meeting.

A tenderer's clarification briefing presentation is available to be downloaded from https://www.nra.co.za/sanral-tenders/status?region_id=national link shared with the tenderers invited.

CLOSING TIME, COMPLETION AND DELIVERY OF TENDERS

The closing time and date for receipt of tenders is 11:00 on Friday, 07 July 2023.

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: procurementER4@sanral.co.za

Tenderers to Note. This email address is NOT for submission of tender offers. Tenderers who submit via the above email address will be immediately disqualified.

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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.

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD

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T.1.3 TENDER DATA

T1.3 TENDER DATA

The Standard Conditions **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	<p>Actions</p> <p>The Employer is The South African National Road Agency SOC Limited (SANRAL). The Employer's domicilium citandi et executandi (permanent physical business address) is:</p> <p>48 Tambotie Avenue VAL DE GRACE, 0184</p> <p>The Employer's address for communication relating to this project is:</p> <p>South African National Road Agency SOC Limited 58 Van Eck Place, Mkondeni, Pietermaritzburg, 3201</p> <p>Tel: +27 (0) 33 392 8100</p> <p>DELIVERY</p> <p>58 Van Eck Place Mkondeni Pietermaritzburg 3201</p>
C.1.2	<p>Tender Documents</p> <p>The tender documents issued by the Employer will be in electronic format and comprise the following: (specific colours only applicable to the final signed contract document)</p> <p>Part T1: Tendering Procedures</p> <ul style="list-style-type: none"> • T1.1 Tender notice and invitation to tender • T1.2 Standard and Special Conditions of Tender • T1.3 Tender data <p>Part T2: Returnable Schedules</p> <ul style="list-style-type: none"> • T2.1 List of returnable documents • T2.2 Tender schedules <p>Part C1: Agreements and contract data</p> <ul style="list-style-type: none"> • C1.1 Form of offer and acceptance (Yellow)

	<ul style="list-style-type: none"> • C1.2 Contract data (Yellow) • C1.3 Other contract forms (Yellow) <p>Part C2: Pricing data</p> <ul style="list-style-type: none"> • C2.1 Pricing instructions (Yellow) • C2.2 Pricing Schedules / Bills of Quantities (Yellow) <p>Part C3: Scope of work</p> <ul style="list-style-type: none"> • C3 Scope of work (Blue) <p>Part C4: Site Information</p> <ul style="list-style-type: none"> • C4 Site Information (Green) <p>Part C5: Annexure (White)</p>
C.1.3	<p>Interpretation</p> <p>Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule.</p> <p>Wherever reference is made in the documentation to Contractor it shall also mean Service Provider.</p>
C.1.4	<p>Communication and employer's agent</p> <p>The Employer's agent is the Procurement Office and can be contacted at procurementER4@sanral.co.za</p>
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.3	Clause C.1.5.3 is not applicable.
C.1.6	<p>Procurement Procedures</p> <p>A two-envelope system will be followed.</p>
C.1.6.2	<p>Competitive negotiation procedure</p> <p>Clause C.1.6.2 is not applicable.</p>
C.1.6.3	<p>Proposal procedure using the two stage-system</p> <p>Clause C.1.6.3 is not applicable.</p>
C.2	Tenderer's Obligations
C.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> a) Meet the minimum requirements for the key persons as stated in the Scope of Works in Clause C.3.1.11: Personnel requirements; excluding C3.1.11(f), which is dealt with under Tender Data C.3.13(k). b) Registered on National Treasury Central Supplier Database.

	<p>Tenderers, or in the event of a Joint Venture or a Targeted Enterprise, each member of the Joint Venture or Targeted Enterprise, 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>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>No clarification meeting</p> <p>The arrangements for a clarification briefing presentation is available on the following link https://www.nra.co.za/sanral-tenders/status?region_id=national</p> <p>The onus rests with the tenderer to ensure that the representative reading the clarification briefing presentation is appropriately qualified to understand all directives and clarifications given in the clarification briefing presentation.</p> <p>The signature on the duly completed and signed Form A1 shall be considered proof that the tenderer read the whole clarification briefing presentation and clearly understood all directives and clarification given in the clarification briefing presentation.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarifications at least 12 (twelve) 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>Separate forms, as part of the Pricing Schedule, has been provided wherein the Employer has provided hourly rates for different staff categories.</p> <p>The hours tendered in these forms for percentage fee purposes and other appropriate stages will be utilised to calculate the appropriate lump sum for the different stages. These lump sums will become the applicable rates in the Pricing Schedule.</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 declared non-responsive, 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 Employer'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> <p>Acceptable alternative offers will only be considered from a tenderer with the highest number of evaluation points for the main offer.</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><u>Submission in the tender box</u></p> <p>Submit the tender offer electronically on a flash drive and printed hard copy of Form of Offer and summary of pricing schedule. (In the relevant MS Word 2013 and MS Excel 2013 format as issued, and not in .pdf format, except where so specified.)</p>
C.2.13.3	<p>Only the following needs to be submitted: Volume 3 – Scanned on a flash drive The following information has to be submitted on flash drive: The 1st file in pdf format which contains:</p> <ul style="list-style-type: none"> • Scanned copy of Form of Offer (pdf) and printed hardcopy of Form of Offer • Scanned copies of all returnable schedules and attachments (pdf) <p>A 2nd file in Excel format</p> <ul style="list-style-type: none"> • Completed pricing schedule (scanned copy in .pdf and copy in Excel) and printed hardcopy of Summary of Pricing Schedule <p>Alternative offers will not be considered.</p> <p>In the event of any discrepancy between the contents of the electronically priced schedule and the electronically provided pricing schedule in pdf format, the contents of the provided pdf format shall be taken as the valid contents. For the information provided by the tenderer as part of his submission, e.g. rates, the signed print-out shall be taken as the valid submission.</p>
C.2.13.6	<p><u>Submission in the tender box</u></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

	<p>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.pdf format.</p> <p>b. Upload the A-Forms (pdf.), B-Forms (excel and pdf) and certificates or letters (pdf.) on the flash drive.</p> <p>The completed flash drive should be marked with the tenderer's company name, the project number and description and marked "TECHNICAL PROPOSAL".</p> <p>c. Scan and insert a valid B-BBEE certificate.</p> <p>d. Scan and insert a copy of the completed Form C2.4: Key Persons for this Project.</p> <p>e. Electronically sign the declaration in the folder.</p> <p>f. Insert the electronically completed flash drive in an envelope marked "TECHNICAL PROPOSAL".</p> <p>2. A folder is provided marked "FINANCIAL PROPOSAL"</p> <p>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.</p> <p>The completed flash drive should be marked with the tenderer's company name, the project number and description and marked "FINANCIAL PROPOSAL".</p> <p>b. Electronically sign the declaration in the folder.</p> <p>c. Complete and electronically sign the Form of Offer and scan into the folder. A draft copy of this form is provided.</p> <p>d. Scan and insert a copy of the Summary of Pricing Schedule into the folder.</p> <p>e. Insert the electronically completed flash drive in an envelope marked "FINANCIAL PROPOSAL – DO NOT OPEN WITH TECHNICAL PROPOSAL".</p> <p>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".</p> <p>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.</p> <p>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.</p> <p>SANRAL will not be held liable where the tenderer submit an electronic tender that cannot be accessed. The tenderer will be declared non-responsive if a tenderer submits:</p> <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: Reception Area</p>

	<p>Physical address: South African National Road Agency SOC Limited 58 Van Eck Place, Mkondeni, Pietermaritzburg, 3201</p> <p>Identification details: Place the signed original tender offer in a package marked</p> <p>TENDER SANRAL N.003-010-2020/2F</p> <p>CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE MARIANHILL TOLL PLAZA ON NATIONAL ROUTE N3</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>
C.2.15.2	<p>The closing time for submission of tender offers is 11:00 on Friday, 07 July 2023</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> <ul style="list-style-type: none"> (a) withdraws his tender; (b) gives notice of his inability to execute the contract in terms of his tender; or (c) fails to comply with a request made in terms of 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.</p> <p>This sanction also applies to tenders under evaluation and not yet awarded. This sanction does not apply to tenders under evaluation where a request for extension for the validity period was not accepted by the tenderer.</p> <p>The Employer may fully or partly exempt a tenderer from the provisions of this 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.2.19	<p>Inspections, tests and analysis</p> <p>Access shall be provided for the following inspections, tests and analysis: NONE.</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 12 (twelve) 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	Issue Addenda
	The employer shall issue addenda until 10 working days before tender closing date.
C.3.4	Opening of tender submissions
C.3.4.1	<p>The time for opening of the technical offer via live streaming or at Eastern Region Office are: Time: 11h00 on Friday, 07 July 2023 Location: South African National Road Agency SOC Limited 58 Van Eck Place, Mkondeni, Pietermaritzburg, 3201</p> <p>Live Stream Link:</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_Zjg3OGZkN2EtMTZmOS00NjQ3LWExYWUtZGQwZGFkMDFiNWE5%40thread.v2/0?context=%7b%22Tid%22%3a%2224236235-bb51-454e-8f47-206699c7e33b%22%2c%22Oid%22%3a%22cdba84c9-0dd0-44c0-9843-34b0ab2eae84%22%7d</p>
C.3.5	Two-envelope system
	<p>The minimum percentage of evaluation points for quality is not less than 75%</p> <p>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. 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	Grounds for rejection and disqualification
	<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</p>

	from the offending tenderer and, the Employer shall inform the National Treasury and the CIDB in writing.
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.</p> <p>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 a tender should all tenders be non-responsive 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 will 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> <p>The tenderer is required to submit balanced unit rates for Rate Only items in the Pricing Schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>												
C.3.11	<p>Evaluation of tender offers</p>												
	<p>Evaluating quality / functionality</p> <p>The quality criteria and maximum score (including the relevant returnable schedule to calculate the score) in respect of each of the criteria are as follows: A detailed explanation of the evaluation scoring is provided further in this document as <u>“SANRAL – EXPLANATION OF CONSULTANT TENDER EVALUATION SCORING FOR CONVENTIONAL PROJECTS”</u></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 75</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 criteria as specified above, key persons shall be used to calculate the technical experience and managerial ability score. For this purpose the tenderer may propose the same candidate for more than 1 (one) position simultaneously. If this is proposed and the evidence of the candidates' suitability is different for each position in the team then separate Returnable Schedules for each position must be completed.</p> <p>As part of the quality 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. 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</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												
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Past performance experience on reference projects (Form B6)	15												
Total evaluation points for quality (MS)	100												

	<p>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>The following key persons shall form part of the quality criteria:</p> <p>Project Leader (Toll) shall be a permanent staff member of the tenderer. Contract Engineer (Toll) (Employer's Representative) shall be a permanent staff member of the tenderer Design Specialist: Electronic Systems Engineer</p> <p>Additional required resources (Design Specialist(s)) other than Key Persons for this project is as follows:</p> <p>Design Specialist: Electronic Systems Engineer (Assistant) Design Specialist: Electrical Systems Engineer Design Specialist: Electrical Systems Engineer (Assistant) Design Specialist: Software Engineer Design Specialist: Structural Engineer Assistant Contract Engineer OHS Specialist Trainee Technician(s)</p>
C.3.11	<p>Evaluating price and preference</p> <p>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</p> <p>The following formula will be used to calculate three points out of 80 for price:</p> $P_s = 80(1 - (P_t - P_m) / P_m)$ <p>Where:</p> <p>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.</p> <p>ii. 90/10 preference point system for acquisition of goods and services for Rand value above R50 million</p> <p>The following formula will be used to calculate three points out of 90 for price:</p> $P_s = 90(1 - (P_t - P_m) / P_m)$ <p>Where:</p> <p>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).</p> <p>Scoring preference (Specific Goals):</p>

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

Specific goals	Criteria	10 points		20 points	
		Point allocation	Max points	Point allocation	Max points
B-BBEE level scorecard of the tendering entity.	B-BBEE Level 1	1,00	1	2.00	2
	B-BBEE Level 2	0.9		1.80	
	B-BBEE Level 3	0.6		1.2	
	B-BBEE Level 4	0,50		1.0	
	B-BBEE Level 5	0,40		0.80	
	B-BBEE Level 6	0.3		0.60	
	B-BBEE Level 7	0.2		0.4	
	B-BBEE Level 8	0.1		0.2	
	Non-compliant contributor	0		0	
*Percentage black ownership of the tendering entity.	< 51 % black ownership	0	5	0	10
	≥ 51 to < 70 % black ownership.	1		2	
	≥ 70 to < 100 % black ownership.	2		4	
	100 % black ownership	5		10	
Percentage Subcontracting to Targeted Enterprises	Min 40 % subcontracting	0	4	0	8
	> 40 to < 45 % subcontracting	1		2	
	≥ 45 to < 50 % subcontracting	2		4	
	≥ 50 % subcontracting	4		8	

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

1. The tenderer's scorecard shall be a B-BBEE Certificate issued in accordance with:
 - 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
 - in the event that the Measured Entity operates in more than one sector or a sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes; and
 - i. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form D1; and
 - ii. The certificate shall:
 - be valid at the tender closing date; and
 - have been issued by a verification agency accredited by the South African National Accreditation System (SANAS);
- or
 - be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and
 - have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15); and
- iii. A valid BBBEE Certificates shall contain:
 - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
 - Value-Added Tax number, where applicable.

	<ul style="list-style-type: none"> - 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. <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>2. Black ownership</p> <ul style="list-style-type: none"> i. The bidder must complete Form A14: Black ownership declaration. ii. *Verification of ownership will be based on share certificate. SANRAL reserves the right to engage with the shareholders. <p>3. Sub-contracting</p> <ul style="list-style-type: none"> i. Tenderers must complete Form A15: Sub-contracting declaration. <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>
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	<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.3.11(f)	<p>Determine acceptability of preferred tenderer</p> <p>Price negotiations.</p> <p>(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.</p> <p>(b) The Organs of state may: Negotiate a market related price with the tender scoring the highest points or cancel the tender;</p> <p>i. 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;</p> <p>ii. 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.</p> <p>(c) If a market related price is not agreed as envisaged in paragraph b(iii), the organ of state must cancel the tender.</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 (Act No 5 of 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 National Treasury's Register of Tender Defaulters or Restricted Suppliers, or the Employer's database, in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as a tenderer or person prohibited from doing business with the public sector;</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 working days of the date of being notified. A recommended tenderer who remains non-compliant after the 7 working days of being notified, shall be declared non-responsive.</p> <p>k) the proposed Key Persons are not fully committed to the maximum number of projects in which they can participate, see Clause C3.1.11(f) in the Scope of Works</p> <p>In addition to the requirements in 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 C.3.13 (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	Registration of the award 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.
C.3.17	Provide copies of the contracts The number of paper copies of the signed contract to be provided by the Employer is 1.
C.3.18	Provide written reasons for actions taken All requests from tenderers shall be in writing.
SPECIAL CONDITIONS OF TENDER CLAUSES:	
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

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.

T2.1 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	ELECTR ONIC FORMAT	FORM DESCRIPTION	INITIAL IF COM- PLETED	ENVELOPE
A1	PDF	CERTIFICATE OF CONFIRMATION THAT THE TENDERER READ THE PRESENTATION	*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	
A3.1/SBD4	PDF	COMPULSORY DECLARATION: BIDDER'S DISCLOSURE	*1 & *2	
A3.2/SBD9	PDF	CERTIFICATE OF INDEPENDENT TENDER – REPEALED	*1 & *2	
A3.3	PDF	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	*1 & *2	
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	
A9.3	PDF	COMPLIANCE WITH LABOUR LEGISLATION DECLARATION - REPEALED	*1 & *2	
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	INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	*1 & *2	
A14	PDF	BLACK OWNERSHIP DECLARATION.	*1 & *2	
A15	PDF	SUB-CONTRACTING DECLARATION.	*1 & *2	
B1.1	MS EXCEL	CONTRACT ENGINEER'S TECHNICAL/MANAGERIAL RECORD	*1	

FORM NO/ SBD NO	ELECTR ONIC FORMAT	FORM DESCRIPTION	INITIAL IF COM- PLETED	ENVELOPE
B1.2	MS EXCEL	ALTERNATE TO CONTRACT ENGINEER'S TECHNICAL/MANAGERIAL RECORD	*1	
B2.1	MS EXCEL	CONTRACT ENGINEER'S QUALIFICATION AND REGISTRATION RECORD	*1	
B2.2	MS EXCEL	ALTERNATE TO CONTRACT ENGINEER'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	MS EXCEL	PAST PERFORMANCE PROJECT REPORTS	*1	
B7	PDF	TARGETED ENTERPRISE/SUB-CONTRACTOR DETAILS AND DECLARATION	*1 & *2	
D1/SBD6.1		TENDERER'S B-BBEE VERIFICATION CERTIFICATE	*1 & *2	
C1.1.1/SBD7	PDF	FORM OF OFFER	*2	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

T.2.2 RETURNABLE SCHEDULES

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

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

Notes to Tenderer:

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

This is to certify that I,

.....

Representative of (tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail

read the tenderer's briefing presentation https://www.nra.co.za/sanral-tenders/status?region_id=national as
provided by the Employer.

TENDERER'S REPRESENTATIVE

(Signature)..... Date.....

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

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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 Friday, 02 June 2023. 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 N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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 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 N.003-010-2020/2F 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 N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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:

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

- (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 not objection to the taking of the prescribed oath;
3. That he/she considered the prescribed oath as binding upon his/her conscience; and
4. The Regulations contained in the Government Gazette Notice R1258 of July 1972 and R 1648 of August 1977 having been complied with.

.....
COMMISSIONER OF OATHS

FORM A2.3: CERTIFICATE OF SINGLE TENDER SUBMISSION

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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 N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

Fronting Practices

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

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

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

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

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

Responsibility to Report Fronting

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

Fronting Indicators

<ul style="list-style-type: none">• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
<ul style="list-style-type: none">• The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
<ul style="list-style-type: none">• The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
<ul style="list-style-type: none">• There is no significant indication of active participation by black people identified as top management at strategic decision-making level;

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

DECLARATION

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

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

SIGNATURE:

DATE:

NAME:

POSITION:

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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		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 N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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 N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

Notes to tender:

- **The signatory for the tenderer (as per Form A2.1) shall complete and sign this form.**
- **In the event that the tenderer is a Joint Venture, a declaration is required from each member of the Joint Venture.**
- **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

BIDDER'S DISCLOSURE

Notes to tenderer:

Definitions:

1.1 "State" means:

- i) 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);**
- ii) any Municipality of Municipal Entity;**
- iii) Provincial Legislature;**
- iv) National Assembly or the National Council of Provinces; or**
- v) Parliament.**

1.2 "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.

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

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

Is the bidder, or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise¹, employed by the State?

YES	NO

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 interest¹ in the enterprise, in the table below.

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES	NO

If so, please furnish particulars:

.....

.....

.....

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

If so, please furnish particulars:

.....

.....

.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 I understand that the accompanying tender and any other tender shall be disqualified in the event that I, including a Joint Venture partner, or Key Person participate in more than 1 (one) tender.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

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.

- 3.8 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

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

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

Notes to tenderer:

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

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

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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 N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

The tenderer shall provide a electronic copy of the Active Supplier Listing on the National Treasury Central Supplier Database (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive (refer to Tender Data, Clause C.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 N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

PAGE	DESCRIPTION

FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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 N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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 or a Targeted Enterprise each member shall comply with the above requirements.

.....
SIGNATURE

.....
DATE

FORM A7: CERTIFICATE OF INSURANCE COVER

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

Notes to tenderer:

- 1. Scan Certificate of insurance cover on the 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 N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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 at which he declares he conducts his account. Tenderers that fail to comply may be declared non-responsive in terms of Tender Condition 5.8.
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.
4. Scan the relevant letter on the flash drive.

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 N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3**Note to tenderer:**

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 A9.3: COMPLIANCE WITH LABOUR LEGISLATION DECLARATION

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

Note to tenderer:

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

SIGNED BY TENDERER:

FORM A10: SCHEDULE OF CURRENT COMMITMENTS

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

Notes to tenderer:

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

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

FORM A11: POSSIBLE COMMITMENTS OF KEY PERSON

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF
THE MARIANHILL TOLL PLAZA ON NATIONAL ROUTE N3**Notes to tenderer:**

1. 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.
2. 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.
3. The start date in column 4 of the table below is that date indicated in the tender documents as being the intended start of the duties of the key personnel (i.e. expected start of design or supervisory duties).
4. Tenderers must submit an alternative candidate for those positions identified as being possible areas of conflict by completing separate Returnable Schedules Forms B1 and B2 for the alternate. The 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 N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

Notes to tenderer:

6. 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.
7. The tenderer shall attach electronic copy (in response to COVID19) 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).
8. The tenderer is required to disclose, by also attaching electronic copy (in response to COVID19) 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.
-
9. In the event of a joint venture enterprise, all members shall comply with the above requirement.

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

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED					
BID NUMBER:	N.003-010-2020/2F		CLOSING DATE:	Friday, 7 July 2023	CLOSING TIME: 11:00
DESCRIPTION	CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
South African National Road Agency SOC Limited 58 Van Eck Place, Mkondeni, Pietermaritzburg, 3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
E-MAIL ADDRESS		ProcurementER4@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:
1.1.1.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ENCLOSE PROOF]		1.1.1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?
					<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)				<input type="checkbox"/> Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
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 LEGISLATION OR 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. THROUGH THE SARS WEBSITE, WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA/JOINT VENTURES/SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS/PIN/CSD NUMBER.
2.6 WHERE NO TCS 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 A14: BLACK OWNERSHIP DECLARATION

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF
THE MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

Note to tenderer:

- Verification of ownership will be based on share certificate. SANRAL reserves the right to engage with the shareholders. In the event of any difference between the percentage ownership claimed below and the percentage ownership as per the share certificate, the share certificate shall apply.
- Attach share certificate/s

No.	Name and Surname	Percentage
	Additional table may be submitted if the space provided is insufficient	
Total % black ownership		

- I CERTIFY THAT THE INFORMATION FURNISHED 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 A15: SUB-CONTRACTING DECLARATION

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF
THE MARIANHILL TOLL PLAZA ON NATIONAL ROUTE N3

TOTAL SUB-CONTRACTING TO TARGETED ENTERPRISES PERCENTAGE (%)	_____ %
---	---------

- I CERTIFY THAT THE INFORMATION FURNISHED 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 B1.1: KEY PERSON'S TECHNICAL/MANAGERIAL RECORD

Note to tenderer:

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

Refer to EXCEL file provided

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

Note to tenderer:

1. 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:

- 1. Must complete Form B2.1 provided in Microsoft Excel format.**
- 2. The tender will be declared non-responsive if:**
 - a. The proof of qualification and registration record are not submitted: or**
 - b. The proposed key person does not have appropriate qualification; or**
 - c. The proposed key person is not registered.**
 - a)**
- 3. Attach letter confirming permanent employment or signed letter of consent from contracted in person.**

**Refer to EXCEL file
provided**

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

Note to tenderer:

1. Complete Form B2.2 provided in Microsoft Excel format (if applicable).

Refer to EXCEL file
provided

SANRAL – EXPLANATION OF CONSULTANT TENDER EVALUATION **SCORING FOR CTROM PROJECTS**

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 compliant and responsive.

The criterion for scoring is made up as follows:

Evaluation Criteria	Points
Technical experience in comparable projects	45
Managerial ability appropriate to the size and nature of the work	30
Quality assurance systems which ensure conformance to Employer's stated requirements	10
Past Performance	15
Total evaluation points for quality (M_s)	100

The minimum number of evaluation points for quality is not less than **75**. For breakdown of individual components:

Technical Knowledge (45)

The tenderer, for each key position identified, may supply the 3 (three) 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 B1:		POSITION – PL1	MANAGERIAL POSITION		CANDIDATE'S TECHNICAL/MANAGERIAL RECORD				
Personal Details of Candidate		ID NUMBER (NO SPACES)	POSITION IN TEAM		Description				
NAME			Project Leader						
TECHNICAL / MANAGERIAL EXPERIENCE (List only the most recent 5 projects that the tenderer considers relevant to the specified scope of work(s))									
CLIENT & PROJECT NUMBER (Note 2)	CLIENT (coded)	PROJECT TYPE (coded) (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 4)	VALUE (in millions of Rand) (· ,000,000) (Note 5)	POSITION HELD (Note 6)	POSITION HELD (coded)	Contact Person & Position (Note 7)	Contact Number
Other	NONE	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day
Other	NONE	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day
Other	NONE	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day	Year Month Day Year Month Day Year Month Day

For technical knowledge three (3) areas are evaluated:

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

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

ABBREVIATION	DEFINITIONS
TOLL	Toll Operations and Systems (CTROM or Other Tolling Models)
ITS	Intelligent Transport Systems
TCC-Ma	Major Traffic Control Centres (Weighbridges)
TCC-mi	Minor Traffic Control Centres (Basic Weighbridge)
FMS	Freeway Management Systems
DS	Development Strengthening
DI	Development Strengthening
DN	Development Strengthening
OEP	Other Engineering Projects (and any infrastructure projects)
OTP	Other Technology Projects
DBOM	Other Design Build-Operate-Maintain-Projects

ABBREVIATION	DEFINITION
PL	Project Leader
APL	Assistant Project Leader
DS	Design Specialist
DA	Design Assistant
CE	Contracts Engineer
ACE	Assistant Contracts Engineer
RE	Resident Engineer
ARE	Assistant Resident Engineer
RM	RRM Route Manager
ARM	Assistant Route Manager
SMT	Senior Materials Technician
CM	Contracts Manager
SA	Site Agent
MT	Materials Technician
ETS	Electronics Systems Engineer
PL(T)	Project Leader (Toll)
DS(T)	Design Specialist (Toll)
CE(T)	Contracts Engineer (Toll)
CM(T)	Contracts Manager (Toll)
ETS(T)	Electronics Systems Engineer (Toll)
ES	Electrical Systems Engineer
SE	Software Engineer
MS	Mechanical Systems Engineer
AETS	Electronics Systems Engineer
PE(E)	Project Engineer (Client)

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 are examples of the matrices for various key Persons:

KEY PERSONNEL: CONTRACT MANAGEMEMNT

ABBREVIATION	DEFINITION
PL(T)	Project Leader (Toll)
CE(T)	Contracts Engineer (Toll)

Project type	TOLL
Experience	
NONE	0
TOLL	5
ITS	3
TCC-Ma	2
TCC-Mi	2
FMS	4
DS	2
DI	2
DN	2
OEP	2
OTP	2
DBOM	3

KEY PERSONNEL (DESIGN ENGINEERS/SPECIALISTS)

ETS	Electronics Systems Engineer
SE	Software Engineer

Project type Experience	TOLL
NONE	0
TOLL	5
ITS	4
TCC-Ma	3
TCC-Mi	2
FMS	4
DS	0
DI	0
DN	0
OEP	0
OTP	3
DBOM	2

ES	Electrical Systems Engineer
----	-----------------------------

Project type Experience	TOLL
NONE	0
TOLL	5
ITS	4
TCC-Ma	3
TCC-Mi	2
FMS	4
DS	0
DI	0
DN	0
OEP	0
OTP	3
DBOM	2
Street Lighting	3
Traffic Lights	2
Building Reticulation	3

For each project experience listed, a point (out of a maximum 5) from the matrix per project type relevancy and 15 (fifteen) points overall for project type relevancy can be scored for each key person.

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 (ten) years of the tender closing a point of 5 (five) is allocated. If the experience is beyond 10 (ten) years but less than 15 (fifteen) years, 2.5 (two and a half) point is allocated. If the experience is longer than 15 (fifteen) years ago, 0 (zero) points are allocated.

If the experience is less than 6 (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 5 (five) points per project period relevancy and 15 (fifteen) points overall for project period relevancy can be scored for each key person.

3) Position Held

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

Position Rq Experience	PL(T)	CE(T)	ETS(T)	ES	SE
PL	2.5	2.5	0	0	0
APL	0	0	0	0	0
DS	0	0	0	0	0
DA	0	0	0	0	0
CE	2.5	2.5	0	0	0
ACE	0	0	0	0	0
RE	0	0	0	0	0
ARE	0	0	0	0	0
RM	0	0	0	0	0
ARM	0	0	0	0	0
SMT	0	0	0	0	0
CM	2.5	2.5	0	0	0
SA	0	0	0	0	0
PL(T)	5	5	2.5	2.5	2.5
ETS	0	0	2.5	0	0
DS(T)	0	2.5	0	2.5	2.5
CE(T)	5	5	2.5	2.5	2.5
CM(T)	2.5	2.5	2.5	2.5	2.5
ETS(T)	0	0	5	2.5	2.5
ES	0	0	2.5	5	0
MS	0	0	2.5	2.5	2.5
PE(E)	2.5	2.5	0	0	0
SE	0	0	0	0	0

A maximum of 5 (five) points per project position held relevancy (technical experience) and 15 (fifteen) points overall for position held relevancy can be scored for each key person.

Therefore, a total of 45 (forty-five) points can be scored for each key person listed in the tender document. The total for all key persons is totalled and this score is then converted back down into a score out of a maximum of 45 (forty-five) for technical knowledge.

Management Knowledge (30)

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

For management knowledge up to 2 (two) 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 of 5 (five) points per project client relevancy and 15 (fifteen) 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:

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

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

Therefore, a total of 15 (fifteen) – non-managerial positions, and 30 (thirty) points – managerial positions, can be scored for each key position listed in the tender document. The total for all key positions are totalled and this score is then converted back down into a score out of 15 (fifteen) for managerial experience.

Quality System (10)

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

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

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

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

Past Performance (15):

Past Performance Rating (Aligned to CIDB procedure). The following form to be submitted by the tenderer for any 3 (three) projects completed by the tenderer:

- 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 as per table below:

CIDB Performance 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

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

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 3 (three) points will be applied for all 3 (three) projects.

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

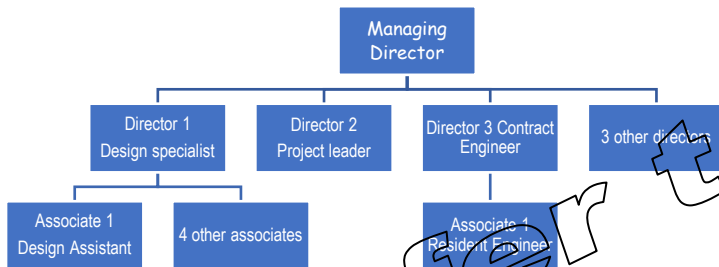
Conclusion

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. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. 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.



Head Office:	<i>State City/Town</i>
Other Offices:	<i>Only list number, localities not required</i>
Registered Professionals: ECSA	<i>List only in road construction/transport industry (including Toll Operations or similar)</i>
Registered Professionals: SACPCMP	
Total Employees:	
% share in JV agreement	

FORM B4: CERTIFICATE OF QUALITY SYSTEMS

Note to tenderer:

1. **Must complete Form B4 provided in Microsoft Excel format**
2. **Attach to this form a current ISO, or similar system, certificate or brief summary of the in-house systems used.**
3. **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.**
4. **Summaries shall not be more than 2x A4 pages**
5. **Only relevant ISO accreditation contemplated for the work specified shall score maximum points.**
6. **Attach a copy of the relevant certificate (pdf.) to the flash drive or 2.2 on ARIBA**

Refer to EXCEL file
provided

FORM B5: PRELIMINARY PROGRAMME (INCLUDING UNDERSTANDING AND APPROACH)

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:

Design Methodology

Provide information on process that will be followed to carry out evaluation and produce Facility(s) condition report.

Supervision Methodology

Provide a breakdown of the personnel and time allocation to ensure that the requirements of Clauses C3.5.3 and C3.5.6 are met.

Supervision 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 completed Annex1-PSP Performance Reports for completed projects for any 3 (three) projects completed by the tenderer in the last 10 (ten) years.
2. The completed Annex1-PSP Performance Report must be signed by the client/client's representative.
3. For tenderers with less than 3 (three) completed projects, a sworn affidavit shall be submitted as per the template below.

b) * Sworn affidavit (see template below)
4. Failure to submit a completed and signed Annex1 - PSP Performance Report or a sworn affidavit will result in 0 (zero) points for past performance on the project.
5. For Consortiums and Joint Ventures, the Annexure 1: PSP Performance Report or Reference letters must be in one of the companies or JV partner names.

AFFIDAVIT FOR PAST PERFORMANCE

REPORTS ON COMPLETED PROJECTS

I, the undersigned,

Full name and surname	
Identity number	

hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am the authorised signatory for the tendering entity.

Enterprise name (Tendering entity)	
Trading name (if applicable)	

- I hereby declare under oath, by ticking the applicable box below, that the Enterprise has only previously completed:

<input type="checkbox"/> 0 (zero) projects	
<input type="checkbox"/> 1 (one) project	
<input type="checkbox"/> 2 (two) projects	

and as a result cannot submit Past Performance Reports for the required 3 (three) projects.

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

Signed and sworn before me at on the day
of

..... 20.....

.....
SIGNATURE OF DEPONENT

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; and
3. That he/she considered the prescribed oath as binding upon his/her conscience.

.....
COMMISSIONER OF OATHS

REFERENCE LETTER FOR PAST PERFORMANCE

Note to tenderer:

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

South African National Road Agency SOC Limited
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. Sub-contracting applies to all tendering entities.**
- 2. Sub-contracting forms part of Specific Goals and percentage sub-contracting must be tendered with a minimum of 40% to remain responsive – refer to Clause C3.11 of Tender Data.**
- 3. All tendering entities:**
 - **Must complete Form B7 provided in MS Excel format and include supporting documents.**
 - **Must complete Form B7 for each and every Targeted Enterprise/sub-contractor to be utilised.**
 - **Must provide a signed duplicate Form B7 in pdf format (signed by both the Tenderer and the Targeted Enterprise/sub-contractor).**
- 4. When selecting a Targeted Enterprise/sub-contractor, ensure that the following requirements are adhered to:**
 - **Targeted Enterprise/sub-contractor are limited to participate in a maximum of 6 (six) concurrent projects with the Service Provider and the Employer.**
 - **Compliance with the definition of a Targeted Enterprise as stated in the Conditions of Contract in Clause 1: Definitions.**
 - **Compliance with Treasury Regulation – refer to Clause 11.2 of the Contract Data.**
 - **Targeted Enterprises from the Province in which the project is located must participate in a minimum of 1/3 (one third) of the tendered percentage of Contract Price (excluding provisional and**
 - **prime cost sums and the respective mark-up but including provision for site supervision staff and the respective mark-up) – refer to Clause 5.1.7 of the Contract Data.**
- 5. Supporting documents required:**
 - **For Targeted Enterprises from the Province in which the project is located: proof of address older than 3 (three) months and proof of B-BBEE status.**
 - **For other Targeted Enterprises: proof of B-BBEE status.**
- 6. Where it is a requirement to submit Form B7, the tender will be deemed non-responsive if:**
 - **Form B7 is not signed and/or submitted by both the Tenderer and the Targeted Enterprise.**
 - **The Tenderer tenders less than 40%.**
 - **No supporting documents (listed in point 5 above) for the proposed Targeted Enterprise are provided.**
 - **The proposed Targeted Enterprise does not comply with the definition of a Targeted Enterprise – refer to Conditions of Contract: Clause 1: Definitions.**
 - **The participation of Targeted Enterprise from the Province in which the project is located is less than 1/3 (one third) of the required percentage.**
 - **The financial information (full pricing schedule) is included in the Technical Envelope.**
 - **Part of the Pricing Schedule information is included in the Technical Envelope – scope of sub-contract values.**

FORM B8: JOINT VENTURE AGREEMENT

Note to Tenderer:

In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement

SANRAL
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg.No. 1996/009584/30
BUILDING SOUTH AFRICA
THROUGH BETTER ROADS

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL N.003-010-2020/2F

**FOR CONSULTING ENGINEERING
SERVICES FOR THE OPERATIONS AND
MAINTENANCE OF THE MARIANNHILL
TOLL PLAZA ON NATIONAL ROUTE N3**

BASE DATE
JUNE 2023

TENDER DOCUMENT

VOLUME 1
BOOK 2 OF 3

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

NAME OF TENDERER:

Set sequential
number



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL: N.003-010-2020/2F

**FOR CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS
AND MAINTENANCE OF THE MARIANNHILL TOLL PLAZA ON
NATIONAL ROUTE N3**

THIS DOCUMENT COMPILED BY:

The Regional Manager (Eastern Region)
The South African National Roads Agency SOC Ltd
58 Van Eck Place
Mkondeni
Pietermaritzburg
3204

#6780006 and Document Version 02, September 2022

PART C1: AGREEMENTS & CONTRACT DATA

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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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) **A** scanned copy (in response to COVID19).

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

Sir,

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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

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

A. PRICE OFFERED

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

.....

..... (in words)

(R in figures)

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

B. PREFERENCE CLAIMED

I/we claim the following B-BBEE contributor status level as per Returnable Schedule Form D1: Tenderer's B-BBEE Verification Certificate subject to Tender Data C.3.11. 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:

NAME (IN CAPITALS):

SIGNATURE:

NAME (IN CAPITALS):

C1.1.2 FORM OF ACCEPTANCE (Incorporating SBD7)

FORM OF ACCEPTANCE

To *(Name of successful tenderer)*

Dear Sir,

CONTRACT SANRAL N.003-010-2020/2F

CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3

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. including the set-off of any debt agreed to which is due and payable as per Returnable Schedule Form A2.2.
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) Project Document Review Committee and
 - (ii) Bid Evaluation Committee (BEC), (Please note that this will be on another SANRAL project).
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** for the Construction Phase.
 - (vi) 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 date shall be *(Note to compiler: determine period required for desktop assessment depending on the complexity of the project and volume of information available but it shall not be less than 28 calendar days after the commencement date).* The requirements for the Project Hand-over meeting is specified in Clause C3.1.12(a). For this purpose you are provided with a CD/DVD containing the available historic information to aid you to perform the desktop assessment. A draft agenda for the hand-over meeting is also provided to aid you in preparing for the meeting. *(Note to compiler: Use Draft Agenda as per #1758485 and Notes to Agenda #1758693)*
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 Person for this project is:
(Note to Compiler: List all relevant approved Key positions and enter name of person)

Key Position

Name

.....

.....

.....

.....

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY: **REGIONAL MANAGER**

EMPLOYER'S NAME AND ADDRESS: **South African National Roads Agency SOC Limited**

.....

.....

.....

.....

NAME AND SIGNATURE OF WITNESSES:

SIGNATURE: DATE:

NAME (IN CAPITAL.....

SIGNATURE: DATE:

NAME (IN CAPITALS):

AUTHORITY TO ACT: SANRAL's Delegation of Powers 2.4.1.2

The tenderer must register an account on SAP Ariba before the hand-over meeting. The link and information to register the Ariba account is provided below.

<https://www.nra.co.za/sap-ariba/>

Contact: supplierenablement@nra.co.za for queries regarding SAP Ariba registration

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 deviations/amendments to the tender document negotiated between the tenderer and the employer based on information provided in Form A4: Schedule of Deviations or Qualifications by Tenderer or imposed conditions of award. Addenda issued during the tender period are deemed not to be deviations to the tender.

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

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the 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	Business Postal Address
Town/City	Town/City
Country: South Africa	Country: South Africa
Postal Code:	Postal Code:

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

Company Registration number

B-BBEE 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 pro-forma 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 e-mailed to the appropriate office as indicated:

<input type="checkbox"/>	Head Office: procurementho@nra.co.za
<input type="checkbox"/>	Northern Region: procurementnr@nra.co.za
<input checked="" type="checkbox"/>	Eastern Region: procurementnr@nra.co.za
<input type="checkbox"/>	Southern Region: procurementsr@nra.co.za
<input type="checkbox"/>	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

LETTER

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 \$ correct bank account details, as per the attached CSD Report:

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

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

Kind Regards

Signature:

Name:

Designation:

ID number:

C1.1.5 TAX COMPLIANCE PERMISSION DECLARATION

Note to Tenderer:

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

The Service Provider shall complete the declaration below.

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

For this purpose our unique security personal identification number (PIN) is

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

In the event of a Joint Venture (JV) or a Targeted Enterprise 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.

Principal

A Principal of a Consulting Engineering Firm shall be any of the following who is in active practice in the firm:

- *A sole practitioner; or*
 - *Where the Consulting Engineering Firm is a partnership, all statutory directors; or*
 - *Where the Consulting Engineering Firm is a close corporation, all the statutory members; or*
- Where the Consulting Engineering Firm is a company (including locally registered subsidiary or regional office or associate office of a foreign firm), all the directors appointed in terms of the Companies Act or equivalent in the country of operation.*

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).

Registered Principal

A Principal who is registered as a professional engineering practitioner with the Engineering Council of South Africa or as a professional registered with any other Professional body recognised by the South African Qualifications Authority (SAQA) or such equivalent recognised body outside of the Republic of South Africa.

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 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

For purposes of this contract, Youth means persons between the ages of 16 and 35.

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.

- i. *In the event that due to his negligence or for reasons within his control, the Service Provider does not disclose sub-contracting arrangements, the Employer may be entitled to levy a penalty as stated in the Contract Data.*
- ii. *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 updates, 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 Sa*
- 5.1.5 *fety 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.*
- 5.1.6 *The Service Provider, if requested by the Employer, shall provide any plans and calculations for checking by Others.*
- 5.1.7 *All design calculations shall be kept and safeguarded for the duration of the insurance(s) required in terms of clause 5.4.1.*
- 5.1.8 *The Service Provider shall enter into a contract over the full contract duration (either through partnership, joint venture or sub-contracting) with a Targeted Enterprise(s) to perform a percentage of work as stated in the Contract Data.*
- 5.1.9 *The Service Provider undertakes to pay the Targeted Enterprise(s) the full value due in each interim fee claim. The Service Provider further undertakes to make payment within 30 (thirty) days of presentation by the Service Provider of the interim fee claim to the Employer for payment, or by the 30th of the month following that in which the Targeted Enterprise(s) completed the work, whichever date is earlier.*

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.*

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. This shall include any research work, papers and presentations done using the Employer's resources and information.
- 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 sub-contractor shall be valid only if it is a written agreement, by which the *Parties* transfer *their rights* and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases:
- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
 - (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.
- 10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract.

11. SUB-CONTRACTING

- 11.1 A sub-contract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to others.
- 11.2 The Service Provider shall not sub-contract to nor engage a Sub-contractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Sub-contractor shall be notified to the Employer. The Employer shall, within 14 days of receipt of the notification and a full motivation why such services are to be sub-contracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization, failing which the Sub-contractor shall be deemed to be approved by the Employer. If the Service Provider enters into a sub-contract with a Sub-contractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.3 The Employer shall have no contractual relationships with Sub-contractors. However, if a Sub-contractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Sub-contractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 11.4 The Service Provider shall advise the Employer without delay of the variation or termination of any sub-contract for performance of all or part of the Services.
- 11.5 The Service Provider shall be responsible for the acts, defaults and negligence of Sub-contractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the sub-contracting of any part of the Contract or of the engagement by the Service Provider of Sub-contractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.
- 11.6 The Service Provider undertakes to pay the sub-contractor the full value as certified as being due in each interim monthly account. The Service Provider further undertakes to make payment within 7 (seven) days after payment by the Employer or by the 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 or Arbitrators.
- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

- 13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time and the Defect arose from a failure of the Service Provider

to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.2 Liability of the Employer

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

13.3 Compensation

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

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) The compensation payable by either Party shall be reduced by the arbitrator/mediator/adjudicator to such extent as is deemed just and equitable having regard to the degree in which the other Party or any third party was at fault in relation to the loss or damage. The liability of the Parties is not joint and each Party shall only be liable for that proportion of the compensation which is attributable to his fault.
- (c) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:
 - a) the sum insured in terms of 5.4. in respect of insurable event; or
 - b) the sum stated in the Contract Data or, where no such amount is stated, to an amount *equal to twice the Contract Price (inclusive of VAT) payable to the Service Provider under the Contract*.
- 13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.
- 13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

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

13.7 Exceptions

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

- 13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
 - b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due *(or any specified fixed-progressed payments due that have been delayed by the acts of the Employer)* shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the overdraft rate charged him by his bank plus 2% per annum, compounded monthly and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of six months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 days notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
- 14.5 *All accounts presented for payment shall be according to the Employers prescribed format with proof of ITIS data capture and shall be submitted to the Employer electronically and when required, delivered in hard copy to the Employer's relevant regional office.*
- 14.6 *Payments due shall be subject to the deduction of retention monies as stated in the Contract Data. The retention monies so deducted shall be released in accordance with the phases and conditions stated in the Contract Data.*
- 14.7 *If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract Data.*

C1.2.2 CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER

Clause Contract Data No

The Employer is the South African National Roads Agency SOC Limited (SANRAL).

The Employer's domicilium citandi et executandi (permanent physical business address) is:

48 Tambotie Avenue
VAL DE GRACE, 0184

The authorised and designated representative of the Employer is:

The Regional Manager Eastern Region

Tel: No.: (033) 392 8100
Fax No: N/A

3.4 The address for receipt of communications is:

Name: To be confirmed following Award
Tel: No.: To be confirmed following Award
Fax No.: To be confirmed following Award
E-mail: To be confirmed following Award

Address:

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

3.5 The project is Consulting Engineering Services for the Operations and Maintenance of the Mariannhill Toll Plaza on National Route N3

The location for the performance of the Project is within eThekweni Metropolitan Municipality in the province of KwaZulu-Natal

3.6 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.

3.11.1 The penalty payable for poor performance will be applied over the full-time duration of the Contract. Penalty charges shall be as follows:

- i. 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.
- ii. Failure to disclose Sub-contractors = up to 10% of the Contract value.
- iii. 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.

3.11.3 The penalty payable is 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage.

3.11.4 The penalty for sub-contracting without disclosure may be up to 10% of the value of the contract.

3.14 The programme shall be submitted within 14 days of the award of the Contract.

5.1.7 Local Targeted Enterprises from the KwaZulu Natal Province must participate in a minimum of 1/3 (one third) of the tendered percentage of the Contract Price (excluding provisional and prime cost

sums and the respective mark-up, but including provision for site supervision staff and the respective mark-up.

- 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: R15 million 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 cost for defending any claim.

Period of cover: Structures – 25 years: all other instances – 10 years

2. Insurance against general public liability

Cover is R 10million

Period of cover: Structures – 25 years: all other instances – 10 years

3. Third Party Liability

Cover is: R15 million

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 Personnel 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. Over-expenditure on the Works Contract.
6. Changing the scope of work for the Works Contract.
7. Acceptance of sub-standard work and/or reduced payments under the Works Contract.
8. All requirements in the relevant documents listed in Clause C3.1.6.
9. 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
- Contract Engineer (Employer's Representative)
- Design Specialist: Electronic Systems Engineer

- 7.3 The working hours and holiday for site staff are:

- Site working hours 08:00 to 17:00 (24hrs per day and 7 days 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 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.
- All Targeted Enterprise(s)/ subcontractor(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 R 15 million.
- 14.6 Retention monies shall be 10% of the value of completed works up to a maximum of R300,000.00 (excluding VAT). Such retention monies shall be released by the Employer as follows:
- 60% on receipt of approved draft Contract Report, As-built drawings, software and user manuals within 3 (three) months of issue of the Commissioning Certificates of the Design Built Phase.
 - 40% on receipt of approved final copies of the above 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. Base date for this contract is **July 2023**.

C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

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	
Contract Engineer (Employer's Representative)	
Design Specialist: Electronic Systems Engineer	

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 sums and the respective tendered mark-up (if any), but including provision made for site supervision staff (payment items 3.7.4(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 Partners, Members or Directors	Appointment Date	Designation	Professional Registration Number

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

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, non causa 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 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: N.003-010-2020/2F for Operations and Maintenance of the Mariannhill Toll Plaza on National Route N3
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 THE 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

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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)

Note to tenderer:

The tenderer will be declared non-responsive if:

- **A signed Form of Offer is submitted with an incomplete Pricing Schedule.**
- **A signed Form of Offer is submitted without a Pricing Schedule, but only the Summary of Pricing Schedule submitted.**

**Refer to EXCEL
file provided**

C2.3 SUMMARY OF PRICING SCHEDULE

ITEM NO	DESCRIPTION	AMOUNT
3.2	Detailed assessment phase	
3.3	Detailed assessment and design report	
3.4	Tender documentation	
3.5	Tender clarification meeting, tender evaluation and contract documentation	
3.6	Administration and monitoring of the Works contract	
3.7	Additional duties	
3.8	Additional service providers	
<p style="text-align: right;">SUB-TOTAL</p> <p style="text-align: right;">VAT AT 15%</p> <p style="text-align: center;">TENDER AMOUNT CARRIED FORWARD TO FORM C1.1.1</p>		

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 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, Industry and Competition.
 - 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 a 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, Industry and Competition; 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 an un-incorporated Joint Venture (JV), a valid project specific (must contain a SANRAL contract number) 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 C.3.11 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 certificated 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 BBEE 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.

GENERAL CONDITIONS

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

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

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

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

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

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or,
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The specific goals allocated points in terms of this tender	Criteria	Number of points allocated (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	1,00	2.00		
	B-BBEE Level 2	0,90	1.80		
	B-BBEE Level 3	0,60	1.20		
	B-BBEE Level 4	0,50	1.0		
	B-BBEE Level 5	0,40	0.80		
	B-BBEE Level 6	0,30	0.60		
	B-BBEE Level 7	0,20	0.40		
	B-BBEE Level 8	0,10	0.20		
	Non-compliant contributor	0	0		
Percentage black ownership of the tendering entity.	< 51 % black ownership	0	0		
	≥ 51 to < 70 % black ownership.	1	2		
	≥ 70 to < 100 % black ownership.	2	4		
	100 % black ownership	5	10		
Percentage Subcontracting to Targeted Enterprises	Min 40 % sub-contracting	0	4	0	8
	> 40 to < 45 % subcontracting	1		2	
	≥ 45 to < 50 % sub-contracting	2		4	
	≥ 50 % sub-contracting	4		8	

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

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

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

PART C3: SCOPE OF WORK

PART C3: SCOPE OF WORK

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C3 SCOPE OF WORK

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 Location of the project

The proposed project is located on National Route N3, in the KwaZulu-Natal province, within the eThekweni Metropolitan Municipality. The N3 Mariannhill Toll Road consists of 19.9 km of dual carriageway with three lanes in each direction, a median and paved shoulders. The N3 Mariannhill Toll Plaza can be summarised as follows:

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

TOLL PLAZA	CONTROL CENTRE	LOCATION	SECTION	CHAINAGE (KM)	NUMBER OF LANES*
Mariannhill Mainline	Mariannhill	N3	1	26.3	8/8

*x/y denotes per direction (Northbound/Southbound)

C3.1.3 Description of the project

The Service Provider shall be required to provide consulting engineering services relating to the design and supervision of the Works Contract SANRAL N.003-010-2020/2F : CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3. The contract duration is 6 (six) years , with an option to extend for a further period of 2 (two) years.

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

- Detailed assessment
- Detailed assessment and design report
- Tender documentation for the toll operator*
- Tender documentation for the Nominated Sub-contractor (Toll System Integrator)* (Note to Compiler: delete if not applicable)
- Tender clarification meeting and tender evaluation for the toll operator*
- Tender clarification meeting and tender evaluation for the Nominated Sub-contractor (Toll System Integrator)*
- Administration and Monitoring of the Works Contract.
- Additional duties, Special Services and Specialist Advice.
- Close Out

C3.1.4 Project Cost Estimate

For the purposes of this tender, the current budget for the Works is **R250 000 000.00** based on a six-year contract period. The final cost of the Works will, however, depend on the strategy selected by the Employer based on the most appropriate and cost-effective option of the tender offers received. Tenderers shall note that no adjustments to any pay items as tendered will be applicable irrespective of the actual final cost of the Works.

C3.1.5 Stakeholder, Community Liaison and Social Facilitation

a) Purpose

To give effect to the need for transparency and inclusion in the process of delivering services, the Service Provider shall liaise with the project Stakeholders and affected Communities for the duration of the contract's life cycle. This shall be achieved through structured engagement with the PLC which was established for this purpose.

b) Existing contracts

The Employer currently has a routine road maintenance (RRM) contract in progress along the route and the Toll Operations and Maintenance of toll plazas on N3 Mariannhill Toll Roads.

The Service Provider shall not visit the site for purposes of undertaking any investigation without first informing the Route Manager and/or the Employer's Representative as listed below of the visit and what type of investigation is intended.

The Service Provider needs to be able to plan his accommodation of traffic duties and no inspection or investigation can take place without acquiring assistance from the RRM for safe conduct through the site or protection when undertaking intrusive or out-of-vehicle surveys. The Service Provider shall timeously liaise with the Employer's Representative and the RRM Route Manager (if necessary) in order to program the assistance required.

The contact details of the parties involved in the RRM contract are as follows:

Route Manager: Tafadzwa Hove

C: +27 79 605 3163

Email: tafadzwa@zimile.co.za

The contact details of the parties involved in the Toll Operations and Maintenance contract are as follows:

N3 Mariannhill Toll Plaza

Employer's Representative: Anesh Mayas

Tel: 031-7646951

c) Stakeholders

Any Stakeholder who is affected by the Employer's operations in the locality of the project and/or who has an interest or concern in the project, either as a decision maker, participant or affected party and may include, amongst others, the following entities:

- iv. Provincial departments;
- v. Municipal departments;
- vi. Traditional authorities;
- vii. Community interest groups;
- viii. Organised youth representation;
- ix. Organised women representation
- x. Organised disabled people representation;
- xi. Organised labour representation;
- xii. Other structured community groups such as religion, education, farming, etc.;
- xiii. Transport industry forums;
- xiv. Business sector forums;
- xv. Road user forums;

- xvi. Environmental interest groups;
- xvii. Road safety interest groups; and
- xviii. Any other recognised relevant and representative structure

The project is located within eThekweni Metropolitan Municipality, with Mariannhill being the main centre.

d) Target Area for the sourcing of Labour for Operations Contract

The Target area(s) for the sourcing of labour only needs to be defined in consultation with the Project Liaison Committee (PLC) and may typically include:

- (i) One or more Provinces;
- (ii) One or more Metropolitan and District Municipalities;
- (iii) One or more Local Municipalities; or
- (iv) One or more Wards that are wholly located within an area within a predefined radius of the construction activity.
- (v) One or more of the areas listed in the definition of Designated Groups.

e) Designated Group for sub-contracting to Works Contractor

Unless otherwise permissible in terms of procurement regulations or the PPPFA, it is the groups used to define Targeted Labour and the ownership and/or control of Targeted Enterprises and shall be restricted to:

- (i) Black designated groups as defined in the Codes of Good Practice issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- (ii) Black people as defined in Section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- (iii) Black people who are women and who are South African citizens;
- (iv) Black people who are youth as defined in Section 1 of the National Youth Development Agency Act, 2008 (Act 54 of 2008);
- (v) Black people who are people with disabilities as defined in Section 1 of the Employment Equity Act, 1998 (Act 55 of 1998)
- (vi) Black people who are military veterans as defined in Section 1 of the Military Veterans Act, 2011 (Act 18 of 2011);
- (vii) Black people who are living in rural or under-developed areas or townships;
- (viii) Small enterprises as defined in Section 1 of the National Small Enterprise Act, 1996 (Act 102 of 1996);
- (ix) Exempted Micro Enterprises (EMEs) as defined in terms of the 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 53 of 2003), with an annual turnover of R10 million or less (Amended Codes of Good Practice); and
- (x) Qualifying Small Enterprises (QSEs) as defined in terms of the 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 53 of 2003), with an annual turnover of R10 million and R50 million.

f) Project Liaison Committee (PLC) and Project Management Team (PMT)

A Project Liaison Committee (PLC) has either been established prior to commencement of the contract or shall be established as soon as possible by the Service Provider. The PLC represents the project's Stakeholders. The PLC consist of representatives of project Stakeholders and affected communities from the eThekweni Metropolitan Municipality (within the defined directly affected Area), as well as the Project Management Team (PMT) and their representatives.

The PMT comprises representation from the Employer, the Service Provider and the Contractor (during construction phase). Together with the PLC, the PMT is responsible for successful project Stakeholder and community liaison and successful implementation of the Employer's Contract Participation Goals.

Where a PLC has not been established, the Service Provider, under the guidance of the Employer, shall establish such a committee within the boundaries of the Local and/or District Municipality. Allowance has been made for these requirements in the Pricing Schedule under Additional Duties.

g) Duties of the PLC

The PLC is the official communication channel through which the PMT communicates with project Stakeholders and affected communities on project matters, as well as to communicate the impact that the project has or might have on project Stakeholders and affected communities.

The PLC is also the official communication channel through which project Stakeholders and affected communities communicate with the PMT on the impact that the project has on them, or is anticipated to have on them, or on any other project matters.

The Standard Terms of Reference (TOR) for PLCs requires of the PLC to execute specific duties during each stage of the project, i.e. from project initiation to project completion. Some of these duties overlap project stages and hence, a full description is provided here.

The PLC shall execute the following duties:

Project Initiation and Design Stages:

NOTE: The principles of the TOR shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PLC.

- (i) Meet as often as required with the Employer and the Service Provider, to discuss and resolve the project's initiation and design stage matters, which are of interest or concern to project Stakeholders and affected communities, the Employer and the Service Provider;

Project Operations Stage:

Point 3: Community Liaison Officer (CLO) or Project Liaison Officer (PLO) selection to be done under the auspices of the PLC.

- (i) Assist the Employer and the Engineer to source suitable candidates where applicable, based on the Employer's prequalification criteria, for the position of PLO.
- (ii) Observe and verify that the pre-qualification criteria and procedures applied by the Employer and Engineer to select and employ the PLO were executed in a fair and transparent manner and were within the prescripts of the relevant legislation and regulations.

Point 4: Definition of a target area (sometimes referred to as a local area or traffic area) to be done under the auspices of the PLC.

- (i) Make recommendations to the Employer and Engineer in identifying the project's Target Area(s), from which Targeted Labour will be employed for inclusion in the tender documents and endorse the identified Target Area(s).
- (ii) Make recommendations to the Employer and Engineer in identifying the project's Target Groups for inclusion in the tender documents and endorse the identified Target Groups.

Point 5: Setup a database of contractors and suppliers (and consultants where relevant) to be done under auspices of the PLC. The final database to be signed off by the PLC.

- (a) Make recommendations to the PMT in establishing the eligibility criteria, pre-qualification criteria, and tendering processes and procedures to be followed to employ Targeted Labour and sub-contract Targeted Enterprises; endorse the agreed criteria and employment and sub-contracting methodology(ies).

Point 6: Setup of database of local labour for the targeted area to be done under auspices of the PLC. The final list to be signed off by the PLC. An agreed system of labour selection from the database is to be agreed at the PLC.

- (i) Peruse and endorse the Project Database(s) compiled by the PMT from which Targeted Labour will be employed.
- (ii) Verify that the criteria and methodology(ies) applied by the contractor to employ Targeted Labour and sub-contract Targeted Enterprises were executed in a fair and transparent manner, and within the Employer's and Government's Supply Chain Management Policies.

Point 7: Hand-over of signed-off databases for sub-contracting and labour to contractor for open tender process and recruitment respectively done by the PLC.

Point 8: Tender to be conducted by contractor using government principles (e.g. public opening of received bids, announcement of bidders and prices). Tabling of winning bidders in the PLC.

- (i) Receive reports and ensure transparency in the appointment of Targeted Enterprises in local projects of the Employer notwithstanding that the authority to appoint such Targeted Enterprises shall remain with the Employer. (Observer status)

Point 9: Appeals on the tender process to be escalated to the Employer for an independent review.

- (i) Agree with the PMT on a dispute resolution mechanism to resolve any disputes that may arise between the PMT and the PLC, project Stakeholders and/or affected communities.
- (ii) Assist the PMT to liaise with project Stakeholders and the affected communities to resolve any disputes between the Employer, Engineer and/or contractor and project Stakeholders and the affected communities, which occurred due to the project.
- (iii) The Employer's ruling on any dispute regarding the tender process shall be considered to be final.

Point 10: Capability assessments of contractors and suppliers to be done under auspices of PLC prior to tender stage, to identify any deficiencies in skills and experience. For labour, skills assessments are to be done at recruitment stage.

Point 11: Contractor development support and training to be coordinated and conducted, ahead under the auspices of the PLC, prior to project commencement.

- (i) Make recommendations to the PMT on the training needs, eligibility criteria and selection criteria, for the provision of training to Targeted Labour, Targeted Enterprises, Designated Groups, project Stakeholders and the affected communities.
- (ii) Observe and verify that training programmes and support programmes, which the contractor committed to, were implemented and executed as intended.

Point 12: Identification of works areas that are deliverable by local service providers, and areas where capabilities are not available locally. All works areas where capabilities are not available locally shall be imported and locals will be given an opportunity to learn.

Point 13: Formal contracting arrangements to be ensured for all projects.

- (i) Verify that the conditions of employment and the conditions of sub-contracting, in the employment of Targeted Labour and sub-contracting of Targeted Enterprises were applied in a fair and transparent manner and according to the Employer's employment and sub-contracting requirements.

Point 14: Communication to be streamlined through the PLC and used to manage expectations of local business and communities.

Additional Duties:

- (i) Inform the entities whom they represent of any project matters which the PMT wishes to communicate with project Stakeholders and the affected communities.
- (ii) Inform the entities whom they represent of any project matters that are impacting or may impact, either positively or negatively, on project Stakeholders and the affected communities.
- (iii) Inform the PMT of Stakeholder and/or community requests and/or needs which could possibly be addressed within the project's Scope of Work.
- (iv) Inform the PMT of any road safety concerns within the project's Targeted Area(s) and advise the PMT of possible mitigating measures and/or road safety programs that will be most feasible for acceptance by the affected communities to promote road safety.
- (v) Inform the PMT of any project matters that are impacting, or anticipated to impact, negatively on project Stakeholders and the affected communities.
- (vi) Meet prior to the monthly site meeting, or as may be required, to discuss and resolve project matters, which are of interest or concern to project Stakeholders and the affected communities, the Employer, the Engineer and/or the contractor.
- (vii) Inform the Employer of any training that members of the PLC require to execute its duties.
- (viii) The PLC shall have full powers to decide on any matter which they are empowered to decide on falling within the Project Area and outlined duties.
- (ix) The PLC may assign members to report back to specific sectors and/or constituencies within the PLC.
- (x) The PLC may establish working groups and/or ad-hoc committees to fulfill its work subject to fulfill tasks as per contract. This must be recommended by the PLO and authorized by the Employer.

h) Duties of the PMT

The PMT, which consists of the Employer, Service Provider and the Contractor, or their representatives, is a party to the PLC and hence, is co-responsible for successful project Stakeholder and community liaison. The PMT is also responsible for the successful implementation of the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals.

In terms of implementing the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals, the PMT shall, where required, execute the following duties:

- (i) Make recommendations to the Contractor in the identification and structuring of the work packages to be sub-contracted (if any) to Targeted Enterprises and agree to the scope and extent of the work packages;
- (ii) Verify that the Project Database(s) compiled by the PMT from which Targeted Enterprises will be sub-contracted, has been updated prior to the letting of every new set of sub-contracts;
- (iii) Approve all Databases, tender procedures, tender documents, tender submission requirements and adjudication processes for the sub-contracting of Targeted Enterprises;
- (iv) Review all tender adjudication reports and monitor that the criteria and procedures applied by the Contractor to sub-contract Targeted Enterprises are executed in a fair and transparent manner and are within the Employer's and Government's Supply Chain Management Policies;
- (v) Approve sub-contract agreements and ensure that the conditions of sub-contracting with Targeted Enterprises are fair and transparent and within the prescripts of the contract requirements;
- (vi) Monitor the management of Targeted Enterprise sub-contracts and ensure that conditions such as the application of penalties, the termination of contracts, etc. are applied in a fair and transparent manner and within the prescripts of the agreement;
- (vii) Verify that the Project Database(s) compiled by the PMT from which Targeted Labour will be employed is updated prior to every new labour intake;

- (viii) Monitor that the criteria and procedures applied by the Contractor to employ Targeted Labour are executed in a fair and transparent manner and is within the contract requirements;
- (ix) Monitor that the conditions of employment of Targeted Labour are applied in a fair and transparent manner and within the prescripts of the current and relevant Labour Legislation;
- (x) Make recommendations to the Contractor in the identification of the training requirements of Targeted Labour and Targeted Enterprises and approve the proposed training programmes; and
- (xi) Monitor that training programmes and support programmes, which the Contractor committed to, are implemented and executed as intended.

i) Targeted Labour Database

A Project Database of Targeted Labour will be compiled by the PLO, with input from the PLC and the Department of Labour, for the Target Area(s). Once endorsed by the PLC the PLO shall utilise this Database to source Targeted Labour as required by the Contractor.

The Project Database shall be updated as and when required to reflect new employment seekers in the labour market. Only labour recruited from the Project Database will be measured for Contract Participation Performance (CPP).

j) Targeted Enterprises Database

A Project Database of Targeted Enterprises from the Target Area(s) will be developed by the Service Provider during the Design Phase, from the National Treasury Central Supplied Database and from the CIDB contractor database, for each Target Area.

The Service Provider shall also assist Targeted Enterprises from the Target Area with registration on the National Treasury Central Supplier Database.

C3.1.6 Permits and authorisations

Procurement of sub-service providers shall be in accordance with the requirements of clause C3.1.12. As approvals are essential prior to the commencement of the Works, the Service Provider shall be responsible to ensure that all submissions to the relevant approving authorities are completed by the milestone dates 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 Employer's programme for this project is indicated in Table C3.1.1 as follows:

Table C3.1.1: Project Programme		
	Project Phase	Phase Completion Date
A	Submission of Tenders / Proposals	June 2023
B	Appointment of Service Provider	October 2023
C	Submission of Detailed Assessment and Design Report	December 2023
D	Submission of Draft Works Tender Documents for the Works	To be confirmed
E	Works Tender Advertisement	To be confirmed
F	Submission of Final Works Tender Documents	To be confirmed
G	A pre-live recorded Tender clarification	To be confirmed
H	Works Tender Closure	To be confirmed

I	Submission of Works Tender Evaluation Report	To be confirmed
J	Works Contract Commencement Date	March 2024
K	Works Operation Service Period Commencement Date	May 2024
L	Works Contract Completion Date	72 months after commencements
M	Submission of draft Contract Reports and as-built data	Within 2 months of the Works Contract Completion Date
N	Submission of final Contract Reports and as-built data	Within 3 months of the Works Contract Completion Date

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.

The Service Provider shall programme its duties, inspections and testing in such a manner so as to ensure that the requirements of the Works are achieved within the milestone dates as specified in or implied through activities within the Contract.

The Service Provider shall submit an updated project programme within one month of the date of approval of the Contractor's programme. This programme shall take into account those events of the Contractor's programme that have a direct and / or indirect impact on the Works. The programme shall be reviewed timeously to cater for changes and submitted quarterly to the Employer for approval.

The Service Provider shall also take note in its programme, of the processes that take place at the end of the Works period and allow for this.

C3.1.8 Penalties and delays

Penalties shall be applied for each calendar day where the Service Provider fails to meet the requirements of its duties, the submission of reports, the inspection of the Works, testing of various aspects of the Works and other matters, and for each event of non-performance of the duties and obligations specified in the contract. Where the time period for response is not specifically stated, the Service Provider shall within 7 business days, provide all necessary feedback, responses, information, decisions and any other required response to the Contractor or Employer as necessitated. 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 Key Personnel

The Key Personnel 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.

When a proposed candidate for any position is not in 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 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 Person, 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 C3.7.3 (b).

Key personnel:

In terms of the contract, the Service Provider shall provide an Engineer to fulfil the role of the Employer's Representative, supported by other specialist personnel as specified, and shall comply with the requirements as follows.

(a) Project Leader

The Project Leader shall be responsible for the overall management of the phases comprising detailed assessment, detailed assessment and design report, tender documentation, and site inspection and tender evaluation. The Project Leader shall be assisted by adequate specialist and support staff to carry out his functions and duties.

(b) Contracts Engineer (Employer's Representative)

The Contracts Engineer (Employer's Representative) shall be responsible for the overall management and supervision of the Works. His duties shall be as mentioned in this specification (clause C3.6.4.3), as well as the contract documents detailed in clause C3.4.3 below, or as instructed by the Employer.

(c) Design Specialist: Electronic Systems Engineer (specialist personnel)

Position	Minimum Qualification or Registration	Minimum Relevant Experience (years)¹	Key Person
Project Leader (Toll)	Pr Eng or Pr Tech ²	15	Y
Contracts Engineer (Toll)	Pr Eng or Pr Tech ²	10	Y
Assistant Contracts Engineer ⁴	Pr Eng or Pr Tech ² or Pr Techni	0	N
Electronic Systems Engineer	BSc or BTech Electronics/ Computer Science	10	Y
Assistant Electronic Systems Engineer ⁴	Bsc Eng or BTech Eng	5	N
Electrical Systems Engineer	Pr Eng. or Pr Tech ²	10	N
Software Engineer	Bsc: Computer Science/ Software Engineering	10	N
OHS Specialist	SACPCMP ³ registration as a Professional Construction HSE Agent	As required by SACPCMP ³	N
Trainee Technicians	Candidate Technician	0	N

Supervision shall be conducted by specialist personnel (Contract Manager, Electronics Systems and Electrical Systems) and support staff proposed by the Service Provider including an OHS Specialist, who shall be responsible for the day-to-day activities of the Works.

(d) Minimum Requirements

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

- ¹ Relevant experience is the actual number of years, measured from the date of acquiring the **base** qualification (either B.Eng / BSc Eng or B.Tech for Pr.Eng or Pr.Tech Eng respectively and diploma for Pr. Techni Eng), working in the civil engineering/construction 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).
- ⁴ The Assistant Electronics Systems Engineer and Assistant Contracts Engineer shall be employees of the Targeted Enterprise.

C3.1.10 Progress/Report meetings

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. 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.

This meeting 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 mindful that it cannot take place until the Service Provider has conducted his *in loco* inspection of the project site. The first progress meeting shall not be scheduled longer than six calendar weeks after the hand-over meeting. Proposals for investigation and intrusive testing will be discussed at this first meeting.

The Service Provider's programme, as envisaged at the hand-over meeting shall be fine-tuned and approved at the first progress meeting. The approved programme shall identify the number and frequency of progress meetings.

The purpose of progress meetings is to discuss the development of the project design and the minutes produced shall form the record of progress against programme. The minutes shall record the discussions held and the decisions made.

Duties of some sub-service providers are not directly related to the development and production of the project design; nevertheless, because of the severe impact their progress can place on the programme, their presence at, and participation in, design 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.

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. The Employer may attend these meetings.

a) Project Liaison Committee (PLC) meeting

The PLC will meet on an ad-hoc basis during the Design Stage of the project to discuss and resolve project related issues and matters of interest or concern to the project Stake-holders and communities, the Employer and the Service Provider.

The PLC will meet prior to the monthly site meetings or as may be required from time to time during the Construction Phase to discuss and resolve project related issues and matters of interest or concern to the project Stakeholders and communities, the Employer and the Service Provider.

ii) Works Contract Hand-over meeting

It is required that all the Key Personnel attend the works contract hand-over meeting.

The Service Provider shall meet with the Employer at least every 2 months, and when instructed by the Employer, to discuss and minute the progress of the Services. The Service Provider shall programme the meetings into the Project Programme and notify the Employer at least two weeks in advance of the meeting. The Service Provider shall also submit any reports regarding training, empowerment, capacity building, small contractor development, labour and staff returns and any such aspects as may be required by the Employer.

C3.1.11 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 Mandataries. 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 for Design Phase

- Working in elevated positions (e.g. Bridge Inspections)
- Working over water environments (e.g. Bridge Inspections)
- Excavation – locating existing underground services, digging test pits
- Manual handling – setting up surveying equipment
- Ergonomic risks
- High & Low voltage power lines – overhead & underground
- Work in close proximity to railway lines
- Uneven ground surfaces
- Personal safety & security risks
- Traffic Control (Ensure Correct Signage at Correct Distances)
- Working from ladders
- Exposure to noise
- Working in close proximity to traffic
- Working with hot materials
- Radio Active equipment
- Hazardous Chemical Substances
- Flammable Materials
- Driving to and from site
- Biological risks e.g. bees, snakes, spiders, etc.
- Hazardous Biological Agents
- Environmental risks
- Bad weather conditions,
 - rain,
 - lightning,
 - wind,
- poor visibility
- heat exposure – dehydration
- cold environment

ii) Baseline Risk Assessment for Supervision Phase

- Clearing and grubbing of the area/site
- Site establishment including:
 - Office(s)
 - Secure/safe storage for materials, plant and equipment

- Ablutions
- Sheltered eating area
- Maintenance workshop
- Vehicle access to the site
- Temporary fuel storage, where applicable
- Laboratory establishment, where applicable (Client responsibility)
- Dealing with existing structures – possibility of asbestos
- Location of existing services, e.g. gas, telecommunications, electrical supply and similar
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- 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
- Hazardous Biological Agents that could lead to epidemics and pandemics
- Use of portable electrical equipment including:
 - Angle grinder
 - Electrical drilling machine
 - Circular saw
 - Generator
- Excavations including:
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trenches
- Welding including:
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading and off-loading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including:
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Grader
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances, e.g. petrol, diesel, cement, asphalt, bituminous materials and similar
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines

- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines (High and low)
- Work adjacent or in proximity of railway lines
- Work adjacent or in proximity of traffic
- Working at heights
- Working in confined spaces – tunnelling
- Formwork and support work (temporary works) including scaffolding
- Demolition work, where applicable
- Bulk mixing plant, where applicable
- Environmental impacts such as pollution of water, air or soil

b) Design Phase

The Service Provider or his/her registered Professional Construction Health & Safety Agent must identify elements of the design that are inherently dangerous or hazardous to the health and safety of Contractor employees during the Design-Build phase and design 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 construction work project and make the same available to the Employer. This duty of identification continues into the construction phase of the project regardless that the designer may not be monitoring the construction phase. All identified dangers/hazards are to be listed and brought to the attention of potential contractors by means of the baseline risk assessment as outlined above and envisaged in Construction Regulations 5 (1) (a); (b) and (c).

For example, staging for bridge decks or sharing of unstable excavations is the designer's responsibility to identify and notify of the health and safety risk. It is also the designer's responsibility to undertake inspections at critical phases of construction to ensure that the identified risks are continuously and appropriately mitigated.

c) Operation Service Period

During the construction phase the supervising Service Provider must ensure that the Employer's duties are continuously fulfilled, meaning that the Service Provider has to include amongst its permanent monitoring staff at least one appropriately trained member. In addition the Service Provider must conduct monthly internal audits to ensure the site personnel are adhering to the statutory requirements. Costs for performing this duty are recoverable via the rate offered for this scheduled item of work. An Occupational Health and Safety Audit Questionnaire is included in Appendix E in Part C4 for this purpose. This audit may be conducted by either the registered Professional Construction Health and Safety Agent or a registered Construction Health and Safety Manager.

The Employer may order external audits the costs of which are separately recoverable as a disbursement to the specialist sub-service provider selected to conduct the audits.

Furthermore, the Service Provider must, in compliance with Section 24 of the Occupational Health and Safety Act (Act 85 of 1993) report immediately to the Employer's Health and Safety Officer and the relevant Project Manager the details of a Section 24 incident, including confirmation that the Contractor has similarly reported the same incident directly to the Department of Labour.

d) 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

e) General Occupational Health and Safety Provisions

Site specific health and safety specifications for the intended construction work based on the Baseline Risk Assessment is included in Appendix E in Part C4.

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.

C3.1.12 Procedure for procurement of sub-service providers

A provisional sum has been provided in the pricing schedule if work is required to be undertaken by external sub-service providers. Procurement of such services, or any other services that may be required (e.g. compilation of an environmental management plan, survey service, materials testing or other) 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 procurement policies to all potential sub-service providers who shall submit their quotations/tenders, in a sealed envelope, directly to the Employer's regional office by the date and time agreed. If deemed necessary, quotations/tenders will be opened in public. The Service Provider shall analyse all quotations/tenders received and submit 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.

C3.1.13 Performance monitoring

(a) Performance Monitoring Objectives

The Employer shall on a continuous basis monitor and appraise the performance of the Service Provider against the requirements of the contract. This shall occur throughout the Period of Performance by means of a structured evaluation process as detailed below. The results of the evaluation and corresponding performance scores shall be recorded on the Engineering Service Performance Scorecard.

The monitoring of performance shall also enable the early identification of areas of performance requiring attention such that appropriate remedial measures are immediately implemented.

The overall performance score tabulated over the Period of Performance shall be used as a determinant in evaluating suitability of selection of the Service Provider on future work.

(b) Performance Evaluation Process

The evaluation team will consist of panel of at least 2 representatives from the Employer. This will typically include the contract Project Manager and another senior manager associated with the Project.

Performance evaluations shall take place bi-monthly and the performance scores shall be discussed with the Service Provider. The bi-monthly performance scores will be aggregated after each evaluation and at the end of the Period of Performance tabulated into an overall performance score.

In the event that the Service Provider achieves scores of less than 2 points for any of the individual Performance Monitoring Area categories on any bi-monthly evaluation or less than 12 points overall score, over two successive bi-monthly evaluations, a penalty as stated in the Contract Data shall be applied for each such performance evaluation period.

(c) Basis of ratings

The scoring of the Service Provider performance shall be effected by employing the following rating levels, as follows:

- (i) Excellent (Score = 4) - Service Provider consistently exceeds requirements and expectations
- (ii) Good (Score = 3) - Service Provider consistently meets and occasionally exceeds requirements and expectations
- (iii) Satisfactory (Score = 2) - Service Provider generally meets, but occasionally fails to meet requirements and expectations
- (iv) Inadequate (Score = 1) - Service Provider generally fails to meet requirements and expectations
- (v) Unacceptable (Score = 0) - Service Provider consistently fails to meet requirements and expectations

(d) Performance Monitoring Areas

The following measures shall be used as a yardstick to evaluate the performance of the Service Provider in relation to its scope of work and requirements of the contract.

(i) Performance Area 1 - Expediency in Execution of Contractual Deliverables

- The Service Provider meets contractual and/or agreed timelines with regard to the execution of all contract deliverables, including all scheduled reports, project milestones, instructions and communications with the relevant parties.
- The Service Provider responds within contractual and/or agreed timelines to all correspondence from the Contractor and the Employer.
- The Service Provider obtains approvals and decisions from the Employer in a timely manner, thereby permitting the project to flow efficiently.
- The Service Provider delivers project schedules and project programmes in a timely manner and meets programmed milestones.

(ii) Performance Area 2 - Quality, Accuracy and Efficiency

- The Service Provider provides work that is technically accurate and complete and displays professional proficiency with regard to content.
- The Service Provider is able to explain, defend and justify technical decisions and actions.
- The Service Provider's reports, calculations, correspondence and other written materials exhibit completeness, clarity and conciseness and addresses Employer concerns and questions.


- The Service Provider's work is verified prior to submission to the Employer to ensure quality and accuracy of the work in meeting the scope of services under the contract.

(iii) Performance Area 3 – Technical Competence and Contractual Proficiency

- The Service Provider is knowledgeable and proficient in all the contractual and technical requirements of the contract
- The Service Provider manages contract expenditures and cash flows within required contract limits.
- The Service Provider fulfils its contractual obligations and maintains the scope of services sought by the Employer.
- The Service Provider is thoroughly familiar with the Employer's policies and procedures.
- The Service Provider is thoroughly familiar with the Employer's areas of risk and adopts measures to mitigate such.
- The Service Provider maintains the flexibility necessary for meeting changes in the Employer's needs.
- The Service Provider adopts innovative and/or state-of-the-art methods, procedures, designs or theories in solving problems.

(e) Engineering Services Performance Monitoring Scorecard

The Engineering Services Performance Monitoring Scorecard is as follows:

	ENGINEERING SERVICES	Project no:	SANRAL N.003-010-2020/2F
		Project name: CONSULTING ENGINEERING SERVICES FOR THE OPERATIONS AND MAINTENANCE OF THE MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3	
PERFORMANCE MONITORING SCORECARD (CTROM CONTRACT MANAGEMENT SCHEDULE)			

Evaluators (Employer):	Evaluation Period:	Date:
Service Provider:	Contract Period:	
Service Provider Team (Key Persons): PL (T): ETS (T): ER: ES: CM (T):		
Rating key (see instructions): Excellent (4) Very Good (3) Satisfactory (2) Inadequate (1) Unacceptable (0)		
Works Contractor:	Works Contract Period:	
PERFORMANCE MONITORING AREAS		
1.Expediency in Execution of Contractual Deliverables		
2.Quality, Accuracy and Efficiency		
3.Technical Competence and Contractual Proficiency		
Bimonthly Score		
Aggregate Score (2 bi-monthly monitoring periods)		
Period of Performance Score		
Employer Remarks:		

C3.1.14 Integrated Transportation Information System

The Employer has developed a comprehensive information management tool called ITIS (Integrated Transportation Information System) 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 people following procedures to populate 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 4.3 or later and IOS 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 then has several ITIS modules running on any of the above ITIS platforms which affect the Service Provider and Contractor, who will need to use these modules to perform certain procedures and to provide required information. The current modules available and their description are as follows:

- (i) Contract Module – management of contracts;
- (ii) Toll Module – management of toll system data and payments;
- (iii) Routine Road Maintenance Module - issuing of job instructions (estimates, photographs and workflows) and preparing the payment certificate;
- (iv) Incident Module – recording of incidents on site; and
- (v) Project Information Module – employment and training data.

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. The ITIS public user registration procedure is explained in the document as attached in Part C4: Appendix C.

C3.1.15 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. A copy of the information captured on the Project Information Module in support of a payment certificate, shall be extracted from IT IS and accompany the submission of a payment certificate. Failure to comply may result in payments being withheld.

C3.1.16 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 design development 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.

Used properly, the risk register will predict or pre-warn of change; as the probability of an event increases so will the need for a Works Authorisation to approve extensions of time or allocation of more funds become more certain.

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.

A fundamental element of risk assessment, but by no means the only one, will be economic affordability meaning that each design strategy must be separately and broadly estimated for comparison against the basis of the Employer's budget for the project. In essence, this analysis relates to testing the economic and technical feasibility of the Employer's envisaged design strategy. Similarly, other identified risks will have a cost element to them and these must also be brought to the Employer's attention for discussion and decision. The Employer may require the Service Provider to make use of its standard risk reporting format.

C3.1.17 Document Management

Three (3) hard copies (or otherwise agreed with the Employer) 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, unless otherwise agreed with the Employer.

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) Tender evaluation: 2 (two) Contract documents: 2 (two) original for signature and 1 (one) copy	Draft: 3 (three) Final: 2 (two) original for signature and 1 (one) copy

Number of electronic copies	1 (one) CD/DVD	1 (one) CD/DVD 1 (one) CD/DVD of signed contract	1 (one) CD/DVD
Electronic format	MS Office 2013 and PDF	MS Office 2013 and PDF	PDF

C3.1.18 Participation of Targeted Enterprise(s)

The Employer may stipulate the involvement of Targeted Enterprise(s) in the project design and construction 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.

- a) The Targeted Enterprise(s) shall be involved throughout the project stages and the percentage tendered in the Contract Data shall be applicable to actual work split (excluding all provisional and prime cost sums but including site staff salaries) amongst the following stages:
 - Project Assessment stage
 - Investigation for Design Development
 - Design Development stage
 - Tender Documentation
 - Clarification Meeting, Tender Period & Tender Evaluation
 - Administration and Monitoring of the Works
 - Additional duties, special services and specialist advice
 - Quality control
 - Close out
- b) The use of Targeted Enterprise personnel as site staff during the administration and monitoring of the Works phase is included as part of the percentage tendered in the Contract Data.

C3.1.19 Training

- a) Service Provider's staff and Targeted Enterprise

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.

- b) Employer's trainees

The design phase provides the opportunity for students and candidate engineers to receive training. Three distinct categories of training are recognised. The first, and most formal, is the placement of the Employer's candidate engineers with the Service Provider for training distinctly geared to professional registration with the Engineering Council of South Africa (ECSA). The training provided shall be predominantly, but not exclusively, related to this project and may be subject to scrutiny and inspection in loco by the Employer who is responsible for candidates' remunerations. The trainees are expected to work according to the Service Provider's terms and conditions of employment, especially those related to confidentiality. They are to be treated as if they were the Service Provider's own full-time personnel. No allowances shall be made for working overtime.

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).

C3.2 DETAILED ASSESSMENT PHASE

C3.2.1 Scope

This section covers the part of the design process which requires detailed visual assessment surveys and collection of data.

C3.2.2 Standards

Detailed visual assessment surveys and collection of shall be carried out in accordance with the following (as applicable):

- (a) SANRAL's manuals on standards and procedures.
- (b) Current industry good practice.

C3.2.3 Detailed assessment requirements

The detailed assessment phase will comprise the matters detailed hereunder and the gathering of all requisite data for the compilation of the Works tender documents.

- (a) In undertaking a visual assessment, the Service Provider shall:
 - (i) carry out a detailed visual assessment survey of the existing condition of the Employer's facilities and all assets utilising experienced personnel in order to ascertain the current overall condition and identify the type, extent, as well as the probable cause of any evident distress;
 - (ii) advise the Employer as to the need for any further surveys of any kind, tests and investigations which may be required, and arranging for these to be carried out;
 - (iii) recommend an appropriate rehabilitation alternative including a comparison on an economic basis, and recommendation on immediate maintenance measures; and
 - (iv) advise the Employer as may be necessary, upon the appointment and co-ordination of the services of other professional engineers, architects and specialist advisers and arranging such appointments and consultations with such advisers in matters affecting the Works.
- (b) In carrying out the data collection process the Service Provider shall:
 - (i) update the asset registers and redefine the assets as the Employer's facilities, fixed assets, equipment and documents to reflect the definitions to be specified in the Works contract document;
 - (ii) update the existing asset register and asset status, and include an inventory of all available documents, manuals and software;
 - (iii) obtain relevant equipment reports;
 - (iv) collect information on the toll system compliance status and details of all defects/snags;
 - (v) collect and process all traffic, Traffic Event Logger (TEL) and financial data for inclusion in the Project Document appendices;
 - (vi) collect current and historical information on all toll plaza utilities, rates, levies, and other services;
 - (vii) collect all other required information, including information on current sub-contractors, discount systems, methods of payment, maintenance cost statistics, banking and route service patrols;
 - (viii) review existing drawings, scan appropriate drawings and cut the information to compact disc (CD);
 - (ix) obtain information on the existing Road Incident Management System (RIMS), including historic statistics and current protocols; and
 - (x) collect all crash data.
- (c) The Service Provider shall report back as follows:
 - (i) provide feedback to the Employer on the detailed assessment; and
 - (ii) provide a submission to the Employer of progress and budget/cash flow reports as required, indicating the progress made and the causes of delay and changes in the budget, if any.

C3.2.4 Existing data

Existing information with respect to the relevant project is given in Part C4: Site Information.

C3.2.5 Measurement and payment

Item	Description	Unit
32.01	Detailed assessment phase	lump sum (LS)

The tendered sum shall include full compensation for all costs, including personnel, subsistence, transport, accommodation, materials and printing associated with carrying out the detailed assessment phase.

C3.3 DETAILED ASSESSMENT AND Detailed Assessment Report

C3.3.1 Scope

This section covers the requirements for the compilation and submission of a Detailed Assessment and Detailed Assessment Report to enable the Employer to select the most appropriate operations and maintenance, and repair strategies.

C3.3.2 Standards and presentation

- (a) Any normal duty or additional service undertaken for, or on behalf of, the Employer shall be in accordance with the current specifications of the Employer for such work.
- (b) Similarly, the design, maintenance and rehabilitation investigations as well as other investigations and collection of data, shall be in accordance with the Employer's current standards, specifications, criteria, manuals, codes, guidelines and/or industry best practice.
- (c) If the nature of the project is such that some or all of the Employer's current requirements referred to in (b) above are not appropriate the Service Provider shall propose to the Employer products fit for the intended purposes and shall perform the Services in accordance with such proposals as are accepted by the Employer.
- (d) The Final Detailed Assessment and Design Report shall conform to the following requirements:
 - (i) Reports must be A4-DIN size (210x297mm).
 - (ii) The information on the front cover must be in accordance with the Employer's pro-forma document.
 - (iii) The cover shall be white.
 - (iv) Reports must be bound on the left side.
- (e) The Detailed Assessment must include the identification of health and safety risks inherent to the project as well as appropriate mitigation measures.

C3.3.3 Report content

The Service Provider shall complete a draft detailed assessment and design report which shall include analysis of the findings from investigative studies undertaken and collection of data, and identify appropriate options for consideration and selection by the Employer. Thereafter, the Service Provider shall compile and submit a final Detailed Assessment and Design Report for approval by the Employer.

The content and format of the report shall be in accordance with the Employer's standard requirements and shall include, but not necessarily be limited to, the following, as may be relevant:

- (a) locality plan, executive summary, introduction, traffic information, maintenance and/or rehabilitation requirements, environmental and OHS obligations and considerations, and summary of recommendations;
- (b) reporting of visual surveys;
- (c) records from data collection process;
- (d) analysis of the traffic capacity of the existing toll plazas to determine the need for additional capacity;
- (e) toll plaza upgrading schedules, including for the implementation of Electronic Toll Collection (ETC) and interfaces with the Transaction Clearing House (TCH), and including dedicated ETC toll lanes and associated signage;

- (f) results of financial and traffic modelling to determine the Predicted Base Gross Income (PBGI) values, and update the cost matrices and link the financial model to the cost matrices;
- (g) determine key performance indicators, appropriate penalty values and percentages, and incentives;
- (h) determine the insurance schedules in association with the Employer;
- (i) investigate specific issues relating to the Electrical and Mechanical equipment (e.g. Uninterrupted Power Supply (UPS), generator, and lighting of the lane area); and
- (j) investigate specific issues relating to the Toll System (e.g. implementation of Automatic Vehicle Classification (AVC) and new Management Information System (MIS)).
- (k) All other necessary information required as inputs on the Works tender document as well as information collected during the visual assessment and data collection phases.

C3.3.4 Submission process for Detailed Assessment & Detailed Assessment Report

The Service Provider shall liaise and hold regular progress meeting with the Employer as appropriate. The process of submission of the final Detailed Assessment and Detailed Assessment Report shall be as follows:

- (a) Compilation and submission of two copies of a draft report
- (b) Discussion of draft report with Employer

The Service Provider shall submit the draft reports to the Employer a minimum of seven working days prior to the agreed date for the discussion thereof.

C3.3.5 Occupational Health and Safety obligations

Notwithstanding that this scope of works prescribes various procedures in terms of health and safety requirements the Service Provider cannot rely on these as the sole source of his obligations in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and accompanying Construction Regulations. Nothing herein shall absolve the Service Provider from conforming to all the requirements of the said Act and Regulations and in the event of conflict between the provisions of this scope of works and the statutory provisions, the latter shall prevail.

C3.3.6 Measurement and payment

Item	Description	Unit
33.01	Detailed assessment and design report	lump sum (L S)

The tendered sum shall include full compensation for all costs, including personnel, subsistence, transport, accommodation, materials and printing associated with carrying out the analysis, compilation and submission of a detailed assessment and design report.

Item	Description	Unit
33.02	Occupational Health and Safety obligations	lump sum (L S)

The sum tendered shall include for all costs associated with compliance with the Construction Regulations of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as relevant for the design and documentation of the Works contract.

C3.4 TENDER DOCUMENTATION

C3.4.1 Scope

This section covers the requirements and process for the compilation of tender documentation and invitation to tender for the Works Contract.

C3.4.2 Standards

The tender documentation for the Works Contract shall be compiled in accordance with the following:

- (a) Conditions of Contract for Design Build and Operate Projects: FIDIC; 2008.
- (b) Standard Specifications for Operations and Maintenance of CTROM Projects, October 2010.
- (c) The Employer's pro-forma tender document.

The style, format and presentation of the tender documents shall be in accordance with the requirements listed in the Employer's pro-forma document.

C3.4.3 Tender Documentation

The following documents shall form the Tender Documents for the Works Contract:

VOLUME 1: CONDITIONS OF CONTRACT

<i>Volume 1, Book 1</i>	<i>The FIDIC Conditions of Contract for Design, Build and Operate Projects (2008), issued by the International Federation of Consulting Engineers, which the Tenderer shall purchase himself</i>
<i>Volume 1, Book 2</i>	<i>Particular Conditions of Contract (October 2010)</i>

VOLUME 2: EMPLOYER'S REQUIREMENTS

<i>Volume 2, Book 1a</i>	<i>Standard Specifications for Operations and Maintenance of CTROM Projects: Part A: Glossary of Terms (October 2010) and Part B: General Scope of Works (October 2010)</i>
<i>Volume 2, Book 2a</i>	<i>Standard Specifications for Operations and Maintenance of CTROM Projects: General (October 2010)</i>
<i>Volume 2, Book 3</i>	<i>Standard Specifications for Operations and Maintenance of CTROM Projects: Electrical and Mechanical Equipment (October 2010)</i>
<i>Volume 2, Book 4a</i>	<i>Standard Specifications for Operations and Maintenance of CTROM Projects: Toll Systems (October 2010)</i>
<i>Volume 2, Book 5</i>	<i>Standard Specifications for Operations and Maintenance: Electronic Toll Collection (ETC) (September 2010)</i>
<i>Volume 2, Book 6a</i>	<i>Standard Specifications for Operations and Maintenance of CTROM Projects: Performance Measurement (October 2010)</i>
<i>Volume 2, Book 7a</i>	<i>Standard Specifications for Operations and Maintenance of CTROM Projects: Payment Methodology and Description of Payment Items (October 2010)</i>
<i>Volume 2, Book 8a</i>	<i>Standard Specifications for Operations & Maintenance of CTROM Projects: ETC Interoperability – Business Rules (October 2010)</i>

Transaction Clearing House Interface Documents:

Interface Description Toll Agency – TCH v 14-00.

Toll Agency Reconciliation Process Description v02-00.

Financial Reconciliation Process v01-00.

Toll Agency Interface Test Procedure v02-00 (382-QAS-06-TPR-903743)

VOLUME 3: PROJECT DOCUMENT

Volume 3	Part T1: Tender Procedures and Tender Data
	Part T2: Returnable Schedules
	Part C1: Forms of Agreements and Contract Data
	Part C2: Schedule of Payments (Cost Matrix)
	Part C3: Scope of Works
	Part C4: Site Information
	Part C5: Annexure

VOLUME 4: PROJECT INFORMATION DOCUMENT

Volume 4 Book 1:	Project Information Document
Volume 4 EBook2:	Project Information Document (Compact Disk)

C3.4.4 Submission procedure

The service provider shall adhere to the following process:

- (i) Compile and submit two copies of a draft Volume 3 (Project Document) in accordance with the Employer's standard pro-forma document as well as two draft copies of Volume 4 for the purpose of discussion with and acceptance by the Employer.
- (ii) Attendance at meetings with the Employer for the purposes of discussion and finalisation of the tender documentation.
- (iii) Subsequent to discussion of the draft documentation, the Service Provider shall compile the final documents incorporating all the amendments arising therefrom and deliver the requisite number of complete sets of bound and numbered documents to the Employer's regional office on or before the date specified in clause C3.1.7.

In the event where the draft documentation is of sub-standard/poor quality, the above process will be repeated. In such circumstances, the additional time spent by the Employer shall be paid for by the Service Provider as specified in Clause C3.7.3.

C3.4.5 Tender Advertisement

The Employer will prepare and submit the tender advertisement to the relevant organisations.

C3.4.6 Measurement and payment

Item	Description	Unit
34.01	Tender documentation	
(a)	Preparation of tender documents_CTROM operator	lump sum (LS)
(b)	Preparation of tender documents)_Nominated Sub-Contractor Document (Note to complier: delete if not applicable)	Lump sum (LS)
(c)	Burning of tender documents on CD	number

The unit of measurement for item 34.01 (a) and (b) shall be the lump sum. The sum tendered shall include for the compilation of two (2) full sets of draft tender documents (comprising Volumes 3 and 4, as relevant) for discussion with the Employer. Payment of the lump sum tendered shall be due on receipt, by the Employer, of the draft tender documents.

The rate tendered for item 34.01 (c) shall include for all costs associated with the burning of a CD/other electronic storage device of each full set of final Tender Documents and shall include for all expenditure on labour and materials, communication, postage and packaging incurred by the service provider in the production of the documents (including drawings and plans) in accordance with clause C3.4.3. Delivery of the documents shall be on or before the date specified in clause C3.1.7.

C3.5 TENDER CLARIFICATION MEETING, TENDER EVALUATION AND CONTRACT DOCUMENTATION

C3.5.1 Scope

This section covers the requirements and process for the Works contract tender clarification meeting, tender period, evaluation of tenders and preparation of the contract documents.

C3.5.2 Standards

The Service Provider shall arrange and conduct the site inspection in accordance with the Employer's pro-forma document and standard requirements. The Tender Evaluation Report shall be compiled in accordance with the Employer's pro forma and standard requirements.

C3.5.3 Tender clarification meeting (Online)

The Service Provider shall prepare a tender presentation or pre-recorded video of the scope of the works for a clarification meeting, and submit to the Employer's Procurement Office for uploading onto the Employer's website, for prospective tenderers for the Works Contract in accordance with the Employer's standard requirements, which shall, inter alia, include the following:

- i) Presenting an agenda for the meeting.
- ii) Introduction of the team, including the Employer's Project Manager and Procurement Officer, the Service Provider's personnel, other Stakeholders, if any (for example, Provisional Government Officials, members of the PLC and the PLO).
- iii) Describing the Conditions of Tender and Tender Data.
- iv) Describing the Conditions of Contract and Contract Data.
- v) Describing the Works with as much detail as is required for specific items or operations.
- vi) Describing by means of a pre-recording video important aspect of the project, e.g. limits of the Contract, etc. to provide a holistic overview.
- vii) Announce any amendments made to the tender documents.
- viii) Providing an Employer's email address for submission of any clarification questions.
- ix) The estimate for the cost of the Works shall not be divulged.

C3.5.4 Tender opening and tender evaluation

The Service Provider shall be invited to the opening of tenders for the Works Contract that shall take place via live streaming. The Employer will conduct the compliance of all tender responses and identify all responsive tenders. The Employer will issue copies of the responsive tenders electronically to the Service Provider, including the Compliance evaluation report.

The Service Provider shall evaluate all responsive tenders received from the Employer and compile a consolidated Tender Evaluation Report for submission to the Employer. During tender evaluation, the Service Provider shall:

- Conduct the technical and financial analysis and risk assessment.
- Advise tenderers in terms of Conditions of Tender through the Employer of any arithmetical, or other corrections made to errors in the extension of rates and/or totals in their tenders and the effect of such corrections, and receive written acceptance of such corrections.
- Identify imbalanced rates and request acceptable explanations and/or adjustments thereof in terms of Conditions of Tender through the Employer, which shall be taken into account in the tender evaluation process.
- Making available to the Employer (SANRAL Head Office – A Mackellar) 1 (one) electronic copy of the Pricing Schedule of the lowest 2 (two) responsive tenders.

The Service Provider shall, during the tender evaluation, liaise closely with the Employer with respect to any possible disqualification of tenders or issues of a substantive nature identified prior to submission of the Tender Evaluation Report.

The Tender Evaluation Report shall conform to the requirements of the Employer's pro forma document with respect to content and format. One (1) electronic copy of the tender Evaluation Report shall be submitted to the Employer on or before the date specified in clause C3.1.7. It is important to note that the evaluation of tenders and the compilation of a tender Evaluation Report may be on another tender from another Service Provider.

It is important to note that the evaluation of tenders and the compilation of a tender Evaluation Report will be on a similar SANRAL project from another Service Provider, in the case where the Service Provider compiled the tender documents for the Works Contract.

C3.5.5 Alternative tenders

The Employer allows the submission of appropriate/innovative alternative tenders for the Works. The Service Provider shall liaise closely with the Employer as to the acceptability/or otherwise of the principles of any alternative tenders proposed by a tenderer during the tender period.

Any alternative tenders of a substantive nature which may have potential economic and or engineering merit shall be analysed by the Service Provider with recommendations included in the Tender Evaluation Report. Payment for any such analysis shall be claimable on a time basis for the appropriate staff level required at the rates tendered in accordance with clause C3.7.3.

C3.5.6 Contract documents for the Works

The service provider shall, within fourteen days of the award of the works contract, prepare two (2) sets of contract documents for signature, and four (4) additional sets for use by the Employer (1), Contractor (1) and Engineer (2), and provide an electronic copy of the signed contract documents on a flash drive. These documents shall be prepared in accordance with the requirements listed in the Employer's Pro Forma document and shall be submitted together with the successful tenderer's original tender. The number of additional sets of contract documents for use by the Engineer and his site staff shall be at the discretion of the service provider.

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The following shall be bound at the back of Volume 3, or bound together as a separate volume together with a table of contents:

- (i) all addenda issued, together with proof of receipt, completed and signed by the successful tenderer;
- (ii) all letters, statements and documents submitted by the successful tenderer with his tender;
- (iii) all correspondence between the Service Provider and the successful tenderer prior to tender acceptance;
- (iv) the Contractor's form of offer, including any conditions; and
- (v) the Employer's form of acceptance of the tender.

The contract documents shall comprise all the documents mentioned above, together with Volumes 1 and 2 and the performance bond, which shall remain separate documents.

The Engineer shall assess the performance bond provided by the Contractor for conformance with the pro forma wording in the tender documentation and if satisfied, shall thereafter submit it to the Employer for safe keeping.

C3.5.7 Measurement and payment

Item	Description	Unit
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35.01 Clarification meeting and tender opening

(a)	Service Provider's costs	lump sum (L S)
(b)	Hiring of venue and/or coach	prime cost (P C)
(c)	Handling costs in respect of item 35.01 (b)	percentage (%)
(d)	Provision of pre-recorded video/detailed presentation of the scope of works	prime cost (P C)
(e)	Handling costs in respect to item 35.01 (d)	percentage (%)

The lump sum tendered under item 35.01 (a) shall include for all costs (excluding those for which a prime cost has been provided) incurred by the Service Provider with respect to its obligations for the tender clarification meeting and tender opening as specified in clauses C3.5.3 and C3.5.4.

The prime cost item shall be paid in accordance with clause C2.1.8.

The tendered percentage for item 35.01 (c) is a percentage of the amount actually spent under the prime cost sum 35.01 (b), which shall include full compensation for the handling costs of the Service Provider.

The tendered percentage for item 35.01 (e) is a percentage of the amount actually spent under the prime cost sum 35.01 (d), which shall include full compensation for the handling costs of the Service Provider

Item	Description	Unit
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35.02 Tender evaluation report

(a)	Compilation of tender evaluation report_CTROM proforma	lump sum (L S)
(b)	Extra over 35.02 (a) for evaluation of alternative tenders	provisional sum (P S)
(c)	Compilation of tender evaluation report_Nominated sub-contractor (Note to compiler: delete if not applicable)	lump sum (L S)
(d)	Extra over 35.02 (c) for evaluation of alternative tenders	provisional sum (P S)

The lump sum tendered under item 35.02 (a) and (c) shall include for all costs associated with the compilation and production of two hard copies and one electronic copy of the Tender Evaluation Report in accordance with clause C3.5.4.

The provisional sum item shall be paid in accordance with clause C3.5.5.

It is important to note that the evaluation of tenders and the compilation of a tender Evaluation Report will be on a similar SANRAL project from another Service Provider, in the case where the Service Provider compiled the tender documents for the Works Contract.

The lump sum tendered shall include full compensation for time related costs to familiarise the Service Provider with the specification and estimated quantities for a similar project from another Service Provider and for all disbursements, materials, printing and all other costs associated with the evaluation of the tender and compilation of tender report and the submission to SANRAL Head Office (A MacKeller) 1 (one) electronic copy of the Pricing Schedule of the lowest 2 (two) responsive tenders.

Payment of the lump sum will be made on receipt and acceptance by the Employer of the Tender Evaluation Report. The provisional sum item shall be paid in accordance with clause C2.1.8.

Item	Description	Unit
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35.03 Preparation of Works contract documents

(a)	CTROM Operator	lump sum (L S)
(b)	Nominated Sub-Contractor	Lump sum (L S)

The lump sum tendered under item 35.03 (a) and (b) shall be for the preparation of two (2) Contract Documents for signature by the Employer and the appointed Contractor for the Works in accordance with clause C3.5.6, and four (4) additional sets for use by the Employer (1), Contractor (1) and Engineer (2), and provide an electronic copy of the signed contract documents on a CD. The sum tendered shall include for all expenditure on labour, materials, communication, postage and packing incurred by the Service Provider in the production and delivery of the documents. Payment of the lump sum will be made on receipt of two (2) copies for signature and four (4) additional copies of the Contract Documents, and an electronic copy of the signed contract documents on a CD as specified, by the Employer. The cost of producing any additional copies for use by the Service Provider shall be deemed to be included in the lump sum tendered for this item.

C3.6 ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT

C3.6.1 Scope

This section covers the duties and obligations of the Service Provider in the provision of the Engineer and site supervisory staff for the administration, monitoring and measurement of the Works carried out by the Contractor appointed by the Employer. The contractor scope of works shall include works to be undertaken by the Systems Integrator (Nominated sub-Contractor).

C3.6.2 Standards

The Service provider shall administer and monitor the Works Contract in accordance with the following requirements and guidelines:

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

C3.6.3 Monitoring of the Works Contract

The Service Provider shall ensure that all the work required under the Works Contract is carried out in accordance with the specifications and current best practice and shall include effective financial control. Monitoring shall be carried out in a pro-active manner and in accordance with the Employer's standard requirements and current best practice.

C3.6.3.1 Works Contract Structure

The Works contract is structured such that there are two distinct periods, namely the Design-Build Period and the Operation Service Period. During the monitoring of the Works contract by the Service Provider, the Service Provider shall undertake its general duties in three distinct phases, namely establishment, operation and de-establishment, and its specialist duties in the two distinct periods. The specialist duties comprise of general operations and maintenance management, traffic and financial management, electrical and mechanical maintenance, and toll systems management.

C3.6.3.2 Normal services

The Service Provider shall be responsible for the normal services associated with the management and supervision of a Works contract, which duties shall, *inter alia*, include:

- (i) Monitoring and reporting of the Contractor's programme.
- (ii) Implement Engineer's quality control plan.
- (iii) Monitor Contractor's quality control plan.
- (iv) Site audits, inspection, quality control testing, approval, rejection of work.
- (v) Measurement and certification of completed work inclusive of cash flow forecasts.
- (vi) Regular Site Meetings with Contractor and Employer.
- (vii) Monitoring of the Contractor's third party claims.
- (viii) Monitoring and reporting of Contractor's CPG commitments.
- (ix) Supervision of traffic accommodation arrangements.
- (x) Statutory control functions.
- (xi) Attend Road Incident Management System meetings.
- (xii) Attend project liaison committee meetings.
- (xiii) Monitoring and reporting of the project's EMP requirements.
- (xiv) Implement the Engineer's requirements in terms of compliance with the OH&S Act.
- (xv) Monitor the Contractor's compliance with the OH&S Act.

- (xvi) Compile all reports and as-built data in accordance with the Employer's standard requirements.
- (xvii) Safekeeping and archiving of documents.
- (xviii) Mentorship of and reporting on sub-consultant targeted enterprises

C3.6.3.3 Establishment phase

During the establishment phase the Service Provider shall provide the following services:

- (i) Set up his organisation, including the arranging of, provision for and installation of an online viewing facility of the Contractor's and the Employer's joint banking account.
- (ii) Effect the insurances and indemnities required in terms of the general conditions of contract.
- (iii) Meet all other general obligations and liabilities which are not specifically measured for payment under any other items of payment.
- (iv) Supervise the establishment of the Contractor and ensuring compliance in terms of the specifications with the handover of the site and equipment from the Employer to Contractor. This will also include conducting certain testing of equipment and reporting to the Employer.
- (v) Undertake a full inspection of the Works to identify any defects or non-conformance prior to the commencement of the Operation Period. The inspections shall be undertaken by the Engineer and specialist personnel for the Works.

C3.6.3.4 Operation phase

During the operation phase the Service Provider shall provide the following services:

- (i) Provide all services required to supervise the Contractor during the Service Operation period.
- (ii) Provide all services required for general operations and maintenance management, traffic and financial management, electrical and mechanical maintenance, and toll systems management.

C3.6.3.5 De-establishment phase

During the de-establishment phase the Service Provider shall provide the following services:

- (i) Supervise the de-establishment of the Contractor and ensuring compliance in terms of the specifications with the handover of the site and equipment from the Contractor to the Employer. This will also include conducting certain testing of equipment and reporting to the Employer.
- (ii) Undertake a full inspection of the Works to identify any defects or non-conformance prior to the completion of the Operation Period. The inspections shall be undertaken by the Engineer and specialist personnel for the Works.
- (iii) Provide all the necessary information, records and data to the appointed service provider for the preparation of the tender documentation for new works contract.
- (iv) Submit contract report, as-built drawings and records.

C3.6.3.6 Operations and maintenance management

The Service Provider shall provide the following services for operations and maintenance management:

- (i) Those associated with the management and supervision of the Contract, as detailed in the Contract Documents.
- (ii) Compilation of Operations and Maintenance reports (as per the pro-forma document and inspections register).
- (iii) Checking and updating of documentation, records, drawings and asset (including updating the Employer's pictorial database) and reporting to the Employer.
- (iv) Site inspections, queue length monitoring, and video/digital images analysis.
- (v) Attendance of Bi-Monthly contract meetings, including the compiling and distribution of meeting notes.
- (vi) Facilitation of meetings with PLO and/or PLC with Contractor and/or the Employer.

- (vii) Facilitation of the training process with the Employer and the Contractor.
- (viii) Attendance of RIMS meetings.
- (ix) Evaluation of key performance indicators and application of penalties and incentives.

C3.6.3.7 Traffic and financial management

The Service Provider shall provide the following services for traffic and financial management:

- (i) The capture, analysis, verification and reconciliation (including viewing of banking statements on-line, or by other means such as hard copies) and/or conversion of all relevant traffic and financial data from the Contractor's and Employer's database, that is required for the contract administration and reporting to the Employer.
- (ii) The capture, analysis verification and/or conversion of all relevant traffic and financial data arising out of testing of those aspects of the toll system and/or payment model; and the subsequent contract administration and reporting to the Employer and Contractor thereafter.
- (iii) The analysis and recommendation of the Contractor's Payment Certificates.

C3.6.3.8 Electrical and mechanical management

The Service Provider shall provide the following services for electrical and mechanical management:

- (i) Compilation of monthly progress reports and bi-monthly electrical and mechanical reports and inspections register.
- (ii) Inspecting, testing, analysis, interpretation of, and recommendations on test results and/or reports, updating of electrical and mechanical documentation, records, drawings, where applicable, and assets, and reporting to SANRAL.
- (iii) Evaluation of key performance indicators and application of penalties and incentives.

C3.6.3.9 Toll system management

The Service Provider shall provide the following services for toll system management, which comprises of system testing and analysis, functional and site testing, final testing and system compliance, and systems management:

- (i) Compilation of toll system reports and inspections registers.
- (ii) Inspections, toll system installation and implementation, all levels of toll system compliance testing, including hardware and software, functional compliance, site acceptance, ETC and TCH interface, provisional compliance and system compliance.
- (iii) Analysis, interpretation of, and recommendation on test results, updating of the toll system documentation, records, drawings, where applicable, and assets, and reporting to the Employer.
- (iv) Manage the Contractor's liaison and interfacing with banking institutions and the transaction clearing house.
- (v) Evaluation of key performance indicators and application of penalties and incentives.

C3.6.3.10 Management and Supervision of the provision of all fixed assets, future expansions and/or renovations

The Contractor will be required to upgrade and replace the Employer's assets at the Toll Plazas throughout the contract period. The Service Provider shall provide design input, when required call for quotations from nominated subcontractors and evaluate these quotations, supervise the upgrade and/ or replacement of all these assets during this period. The Service Provider shall also allow for the testing and acceptance of these assets.

In instances where there are capital improvements to the plazas, and where the design, construction and supervision is carried out by a separate service provider, then the Service Provider shall make provisions for additional meetings, testing of equipment, inspections and handing over of assets from contractors to

SANRAL and to the Contractor. This provision should also include all reporting and meeting notes. For capital improvements to the plazas which are not included in the schedule of other contracts which the Contractor must allow for, then the costs associated with the above shall be paid to the Service Provider as additional services.

C3.6.3.11 Management and Supervision of New Technology

It is the intention of the Employer to continue striving to ensure that relevant changes in the technological environment are carried into the tolling industry in the interest of better service and safety to the users, amongst other. Certain aspects of the Works have been excluded at the tender stage to allow the Employer to better research these Works for inclusion in the contract. Some of the aspects excluded are as follows:

- (i) Open Road Tolling (ORT) - in the event that the Employer proceeds with implementing ORT at a Toll Plaza, for the purposes as mentioned in the Works contract document, then the Service Provider shall ensure that he is capable of meeting the requirements for the management of this system with regards to having the necessary capability and infrastructure in place. Only direct costs associated with the implementation of ORT shall be paid, since it is envisaged that the ongoing management of the system will form part of the toll system and complement the existing elements, and enable the Service Provider to better manage the Works.

C3.6.3.12 Archiving of Documents

The Service Provider shall take note that the management of this type of contract shall also entail the storage of documents (both in hard and soft copy) in the format produced by the Contractor, on behalf of the Employer, for the duration of the appointment. Furthermore, all documents in the soft copy format shall be handed over, in duplicate, to the Service Provider by the Contractor.

The Service Provider shall ensure that these documents (both in hard and soft copy) are stored in a safe, vermin proof environment, and shall at the termination of the contract with an additional storage period of 2 months beyond termination, hand over all documents, reports, CD's and other to the incoming Contractor.

C3.6.4 Appointment and duties of personnel

C3.6.4.1 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.

C3.6.4.2 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 to the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). Refer to Clause C3.1.11.

The Service Provider shall arrange, formally and in writing, for the Works Contractor to provide documentary evidence of compliance with all the requirements of the said Act. The Service Provider shall also carry out regular site audits to ensure compliance thereto. Should the Service Provider not have "in house" capacity to undertake such duties, an external recognized specialist shall be appointed.

C3.6.4.3 Roles of the Key Persons

The Key Persons shall meet the requirements as detailed in Clause C3.1.9. 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 Key Persons shall be as per the contract documents in Clause C3.4.3 above, and in accordance with the Employer's standard requirements and shall, *inter alia*, include:

(a) On a continuous basis:

- (i) Ensure that the Contractor complies with all its obligations relating to its agreement with the Employer relative to:
 - Reporting on toll income and traffic volumes
 - Confidentiality
 - Environmental Protection and Control
 - Social Responsibility including Training and BE commitments
 - Laws and Regulations governing the Works
 - Insurances
 - Sub-Contractors
 - Personnel and Staff Matters
 - The Asset Management System
 - Provision of Documents
 - Purchase of Software Licenses
 - Toll System (existing and/or new)
 - Traffic Management
 - Financial Management
 - Transmission of Data and Functionality
 - Provision of Engineering Services and Utilities
 - Archiving
 - Maintenance of Assets
 - Participation in the Road Incident Management System (RIMS)
 - Statutory control (Illegal activities with respect to advertisements, trading, accesses, occupation of road reserve and building line transgressions)
 - Development, Implementation and Operation of an Emergency Communication System
 - Route Service Patrols
 - Safety and Security
 - Reporting
 - Traffic accommodation arrangements
 - Quality Assurance in respect of Toll Plaza Operations and Maintenance
 - Completion of cash flows and all project information forms.
 - Monitor and report on conformance to all relevant Occupational Health and Safety legislation.
- (ii) Audit reports on toll income and traffic volume
- (iii) Monitor queue lengths and service times
- (iv) Monitoring and report on the Contractor's programme
- (v) Monitoring of Contractor's quality control plan
- (vi) Site audits, inspection, quality control testing, approval, rejection of work
- (vii) Mentorship of and reporting on sub-consultant targeted enterprises

(b) On a weekly basis:

- (i) Conduct progress meetings in respect of Toll Operations and Maintenance

(c) On a monthly basis:

- (i) Perform monthly audits to verify that certain Toll Systems, Electrical and Mechanical Equipment are maintained and perform according to the specification
- (ii) Determine the Actual Gross Income due to the Employer in terms of Volume 2, Book 7a, Standard Specifications for Operations and Maintenance of CTROM Projects: Payment Methodology and Description of Payment Items
- (iii) Evaluation of key performance indicators and application of penalties and incentives

- (iv) Evaluate and approve all Monthly Reports submitted by the Contractor and make recommendations to the Employer
- (v) Verify bank deposits by Contractor into the Employer's joint account, also taking into consideration credit card transactions and other deposits as well
- (vi) Compile and submit in electronic format to the Employer an Operations Report and meet, if necessary, to discuss the contents of the report
- (vii) Assess and agree on quantities for payment and approve payment taking into consideration (iii) and (v) above
- (viii) Issue certificates for payment to the Contractor in accordance with the conditions of Contract
- (ix) Evaluate levels of lighting, in and around the toll plaza buildings and lanes, as well as the apron approach
- (x) Ensure that monthly internal OH&S audits are undertaken
- (xi) Receiving reports on Photovoltaic installations.
- (xii) Liaison with the SAP Consultant, Contractor and Systems Integrator for the interfacing between SAP and the Toll system. Key persons must also be available for any ad hoc matters in this regard.
- (xiii) Ensure attendance of project liaison committee meetings

(d) On a bi-monthly basis:

- (i) Conduct bi-monthly contract meetings at the toll plaza or the nearest suitable destination
- (ii) Evaluate and approve all bi-monthly reports submitted by the Contractor and make recommendations to the Employer
- (iii) Perform audits to verify that certain Electrical, Mechanical and Toll Systems are maintained and perform according to the specification

(e) On a quarterly basis:

- (i) Attend and report on RIMS meetings at the toll plaza or the nearest suitable destination.

(f) On a six-monthly basis:

- (i) Perform 6-monthly audits in respect of the maintenance of all documents
- (ii) Evaluate and approve all 6-monthly reports submitted by the Contractor and make recommendations to the Employer
- (iii) Perform 6-monthly audits to verify that certain Toll Systems, Electrical and Mechanical Equipment are maintained and perform according to the specification
- (iv) Attend RIMS meetings, report and action those aspects of Operations and Maintenance that impact on the effective functioning of the RIMS
- (v) Compile and submit to the Employer an Operations Report and meet, if necessary, to discuss the contents of the report

(g) On an annual basis:

- (i) Evaluate the Initial Performance Bond and ensure that it is updated
- (ii) Ensure that all insurances where necessary are evaluated and adjusted
- (iii) Evaluate and approve all annual reports submitted by the Contractor and make recommendations to the Employer
- (iv) Ensure that Toll tariff change procedures are adhered to
- (v) Ensure that all SMME legislative requirements, (viz B-BBEE scorecards, Tax certificates, etc) are updated and valid during the contract period.
- (vi) Ensure all subcontractors are paid according to certified invoices issued to the main contractor.

(h) On an ad-hoc basis:

- (i) Conduct meetings with affected communities, relevant forums and project structures to establish communication channels and to determine issues impacting as a result of the Project

- (ii) Appoint suitable, able and competent site staff, together with the administration of such staff (including those of any independent service provider/s as approved)
- (iii) Make arrangements on behalf of the Employer for the provision and reproduction of such drawings and documents as may be required by the Contractor for the execution of the works
- (iv) Arrange for the carrying out of performance or acceptance tests and surveys as required by the Employer
- (v) Advise the Employer on disputes or differences that may arise between the Employer and the Contractor, except for litigation and mediation
- (vi) Issue works authorisations, as agreed with and approved by the Employer
- (vii) Respond to any audit queries raised by the Employer's auditors by investigating any issues raised, providing the required information, attend meetings and prepare reports.

C3.6.4.4 Trainee personnel

There is provision in the contract to afford a locally based university or Technikon student/s from the historically disadvantaged group the opportunity to receive experiential training. The appointment of any such trainees, their length of time on the project, 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 institutions requirements. The Service Provider shall make allowances for accommodation of this trainee at its own offices.

A provisional sum has also been included in the Pricing Schedule to cover the costs of a trainee for the project. Costs for office accommodation (where applicable) and the provision of equipment shall also be included in the provisional sum allowed for, in the pricing schedule.

C3.6.4.5 Payment and monthly reporting

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. A copy of the information captured on the Project Information Module in support of a payment certificate, shall be extracted from ITIS and accompany the submission of a payment certificate. Failure to comply may result in payments being withheld.

C3.6.5 Transport for personnel and additional services

The Service Provider shall provide sufficient appropriate vehicles on site to carry out the duties as specified in clause C3.6.3 above. Only travel on the site in the execution of these duties by the Key Persons (excluding the Employer's Representative), 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 weekend travel by site staff to their place of permanent residence, any travel between an office or place of residence and the site itself, and toll fees, shall not be claimable and shall be deemed to be included in the monthly rate tendered for the relevant site staff.

Travel log sheets for each vehicle utilised shall be certified by the Employer's Representative and included under cover of the payment certificates submitted to the Employer.

The travel tariff for the Employer's Representative (when applicable) is according to the Engine Volume cc, whereas the specialist staff shall be limited to an 1800 cc Engine Volume in accordance with Table C3.6.2 below for a Category A and B type vehicle.

The travel tariffs per person per calendar month are as follows:

0-3000 kms - rates as per table below

> 3000 kms - 60% of the rates as per table below

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

NOTE: "PP" is the lowest octane rating unleaded petrol price in Rand, for the month, in the area (Coastal or Gauteng) of the respective Regional Office. The "PP" rate can be downloaded from the South African Petroleum Industry Association website:

www.sapia.co.za/industry-overview/old_price.html a monthly basis.

- 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)

C3.6.6 Measurement and payment

Item	Description	Unit
36.01	Employer's Representative and head office	
(a)	Duties of the Employer's Representative	
(i)	Establishment phase	lump sum (L S)
(ii)	Operation phase	month
(iii)	De-establishment phase	lump sum (L S)
(b)	Head office overhead costs	
(i)	Establishment phase	lump sum (L S)
(ii)	Operation phase	month
(iii)	De-establishment phase	lump sum (L S)
(c)	Occupational Health and Safety obligations	
(i)	Continuous compliance and monthly internal audits	month
(ii)	External audits	provisional sum (P S)
(iii)	Handling cost in respect of item 36.01 (c) (ii)	percentage (%)
(d)	Reporting	month
(e)	Mentorship of and Reporting on sub-consultant Targeted Enterprises	month

The unit of measurement for items 36.01 (a) (i) and (iii) shall be the lump sum, and for item 36.01 (a) (ii) it shall be the rate per month. The tendered rates shall include full compensation for all costs, including personnel, equipment, transport, toll fees, accommodation and subsistence associated with fulfilling the duties of the Employer's Representative as specified in clause C3.6.4.3. Payment of item 36.01 (a) (iii) shall be made once the final payment certificate has been issued to the Contractor.

The unit of measurement for items 36.01 (b) (i) and (iii) shall be the lump sum, and for item 36.01 (a) (ii) it shall be the rate per month. The tendered rates shall include for all head office overhead costs, including levies, taxes, insurances, provision of sureties, and profit associated with the engineering services. Payment of item 36.01 (b) (iii) shall be made once the final payment certificate has been issued to the Contractor.

The unit of measurement for item 36.01 (c) (i) shall be the rate per month. The tendered rate shall include full compensation for all costs, including personnel, transport, toll fees, accommodation and subsistence of the Occupational Health and Safety Specialist for fulfilling the Service Provider's obligations as the Employer's agent with respect to the requirements of the Construction Regulations of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

The services required for item 36.01 (c) (ii) shall be undertaken by an independent auditor whom the Service Provider shall procure and be approved by the Employer. The provisional sum shall cover all the independent auditor's costs for travel, accommodation and fulfilment of the service (including reports), and the rate tendered for handling costs under item 36.01(c) (iii) 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.

The unit of measurement for sub-item 36.01(d) shall be the month, in which the required information is submitted.

The rate tendered shall include full compensation for registering on the Employer's project information module, compiling and capturing, 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.

The unit of measurement for sub-item 36.01(e) shall be the month. The Tendered rate shall include full compensation for the Service Provider's cost of mentoring and reporting on the Targeted Enterprises' including for all personnel and other costs, disbursements, overheads and profit.

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

Item	Description	Unit
36.01 (g)	Service Provider's staff and Targeted Enterprises:	
	(i) Assistant Contracts Engineer (ACE)	provisional sum (PS)
	(ii) Assistant Electronics Systems Engineer	provisional sum (PS)
	(iii) Disbursements	prime cost (PC)
36.01 (h)	Employer's Trainees:	
	(i) Candidate engineers	person month
	(ii) Students experiential training	person month
	(iii) Student stipend	provisional sum (PS)
36.01 (i)	Training of Assistant Contract Engineer by Contract Engineer	provisional sum (PS)
36.01 (j)	Training of Assistant Electronics Systems Engineer by the Electronics Engineer	Provisional sum (PS)

The provisional sum for sub-items 36.01(g)(i) and (g)(ii) shall include full compensation for the remuneration of the Assistant Contracts Engineer and Assistant Electronics Systems Engineer but shall be limited to 25% (twenty-five percent) of Total Annual Cost of Employment (TACE) of the individuals approved as assistants.

The prime cost sum under pay item 36.01. (g)(iii) is to cover the disbursement cost of the Assistant Project Leader and Assistant Design Specialist(s) to attend meetings.

The units of measurement for sub-item 36.01(h)(i) and (h)(ii) shall be the person month.

The rates tendered shall include full compensation for the Service Provider's costs to provide training to the different categories of trainees inclusive of all costs to communicate with the Employer and any other body or organisation in respect of work assigned to the trainees as specified in Clause C3.1.19. The rate tendered shall also include telephone calls and charges, stationery and information technology hardware, software, connection or licence costs and for lost production, profits and all other incidentals.

The rate for sub-item 36.03(h)(iii) shall also include all administrative and overhead costs related to stipends to students.

The lump sum for pay item 36.01(i) shall include full compensation for the Service Provider's cost of training the Assistant Contract Engineer as understudy to the Contract Engineer (CE) including for all personnel and other costs, overheads and profit.

The lump sum for pay item 36.01(j) shall include full compensation for the Service Provider's cost of training the Assistant Electronics Systems Engineer as an understudy to the Electronics Systems Engineer (CE) including for all personnel and other costs, overheads and profit.

The provisional sum allowed under pay item 36.03(d) is to cover the monthly stipends as prescribed by the Employer to be paid to the students.

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

Pro-rata payments shall be made for partial months for training provided based on a 23 (twenty-three) working day month.

Contract price adjustment shall be applicable to sub-items 36.01 (e) and 36.3 (d)(i) and (b)(ii) in accordance with Clause C2.1.6.

Item	Description	Unit
36.02	General duties of specialist personnel	
(a)	Establishment phase	lump sum (L S)
(b)	De-establishment phase	lump sum (L S)

The rate tendered for item 36.02 (a) shall allow for all costs for the establishment phase, and for item 36.02 (b) all costs for the de-establishment phase. Payment of item 36.02 (b) shall be made once the final payment certificate has been issued to the Contractor.

Item	Description	Unit
36.03	Operations and maintenance management	
(a)	Operations and maintenance management	month
(b)	Management of archives	provisional sum (P S)
(c)	Handling cost in respect of item 36.03 (b)	percentage (%)
(d)	Trainee personnel	provisional sum (P S)
(e)	Handling cost in respect of item 36.03 (d)	percentage (%)

The rate tendered for item 36.03 (a) shall allow for all costs for the operations and maintenance management during the Operation Service Period.

The provisional sum under item 36.03 (b) is for the storage of all documentation associated with the management of the Works. It allows for a monthly fee to be paid for the storage of all documents that have been handed over from the previous Service Provider, as well as up to two and a half years of the current Service Provider's contract, to be archived at a recognised archive repository. The Service Provider shall arrange for the once-off collection and storage of older documents, as well as the monthly payment of the archive costs. The rate tendered for handling costs under item 36.03 (c) 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.

The provisional sum under item 36.03 (d) is to cover the costs of a trainee for the project. Costs for office accommodation (where applicable) and the provision of equipment shall also be included in the provisional sum allowed for. The rate tendered for handling costs under item 36.03 (e) 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	Description	Unit
36.04	Traffic and financial management	month

The rate tendered for item 36.04 shall allow for all costs for the traffic and maintenance management during the Operation Service Period.

Item	Description	Unit
36.05	Electrical and mechanical management	month

The rate tendered for item 36.05 shall allow for all costs for the electrical and mechanical management during the Operation Service Period.

Item	Description	Unit
36.06	Toll system management	
(a)	System testing and analysis	lump sum (L S)
(b)	Functional Compliance, Site Acceptance testing, ETC functionality, Provisional Compliance, and analysis	lump sum (L S)
(c)	Final Testing – System Compliance	lump sum (L S)
(d)	System management	month

(a) System testing and analysis

The rate tendered for item 36.06 (a) shall allow for all costs for the provision of all personnel for the supervision of the various phases of testing of equipment, the analysis of these test reports, co-ordination with, and liaising with the Contractor and/or the Contractor's designated representative and/or sub-contractor's, preparation of documentation and other, as detailed in the Contract Documentation and in line with the Contractor's programme for Factory Acceptance Testing

This lump sum item shall only include those costs associated with the compulsory testing of the following phases shown in Table C3.6.3 below; and includes travel to and from the factory, accommodation (if necessary) and meals.

Table C3.6.3: Factory Acceptance Testing			
Test	Type of Test	Compulsory Test/s or Review	Additional Test/s or Review
(i)	Functional Specifications	1	2
(ii)	Software Factory Acceptance	1	2
(iii)	Hardware Factory Acceptance	1	1
Total		3	5

The Service Provider shall price for the number of tests shown in the "Compulsory Test" column, and shall ensure that the Contractor complies with the requirements of the Works in order to successfully carry out the tests for each phase.

In exceptional circumstances only, the Services Provider shall motivate to the Employer to carry out additional tests for the different phases, up to the maximum allowed for in the column described as "Additional Tests". The Employer shall pay for these additional tests only in the exceptional circumstance that there remains material risk to the Employer, and that a re-test is required as a direct result of the Contractor's failure to meet the requirements of the specification and further, that the Service Provider has fully complied with all its obligations in respect of the particular test.

The Service Provider shall provide a detailed breakdown of the costs for the compulsory tests, which will then be used as a basis to negotiate the costs for any additional tests. The Service Provider shall ensure that the additional tests are motivated for early enough, before re-testing is scheduled; and provide an adjusted programme showing the effect of these additional tests. If such notifications are not submitted in a timely manner by the Service Provider, it shall bear the costs of the additional testing.

If additional tests these arise due to the Contractor's failure to meet necessary requirements, the costs for re-testing shall be borne by the Contractor. The Service Provider shall ensure that all necessary formal motivations and corroboratory documentation that establishes the Contractor liability is promptly submitted to the Employer for approval. The Service Provider shall also provide formal notification to the Contractor of such payment deductions on its Payment Certificate and ensure that such deductions are effected.

In instances where it is determined that as a direct or indirect result of the Service Provider's inability to carry out the perfunctory duties preceding the compulsory tests mentioned above for the various phases, which results in the need to carry out subsequent testing, then all costs associated with any additional testing shall be for Service Provider's account.

(b) Functional Compliance, Site testing, ETC functionality, Provisional Compliance and analysis

The rate tendered for item 36.06 (b) shall allow for all costs for the provision of all personnel for the supervision of the implementation, the testing of equipment on site, the analysis of these test reports, co-ordination with, and liaising with the Contractor and/or the Contractor's designated representative and/or sub-contractor's, preparation of documentation and other, as detailed in the Contract Documentation and in line with the Contractor's programme for Functional Compliance, Site Acceptance testing, ETC functionality and Provisional Compliance Testing. It can only be claimed when the relevant milestone certificates of compliance has been issued to the Contractor. This lump sum item shall only include those costs associated with the compulsory testing of the following phases shown in Table C3.6.4 below; and includes travel to and from the factory, accommodation (if necessary) and meals.

Table C3.6.4: Functional and Site Acceptance Testing			
Test	Type of Test	Compulsory Test/s	Additional Test/s
(i)	Functional Compliance	1	2
(ii)	Site Acceptance	1	1
(iii)	ETC Functionality	1	1
(iv)	Provisional Compliance	1	1
Total		4	5

The Service Provider shall price for the number of tests shown in the "Compulsory Test" column and shall ensure that the Contractor complies with the requirements of the Works in order to successfully carry out the tests for each phase.

In exceptional circumstances only, the Services Provider shall motivate to the Employer to carry out additional tests for the different phases, up to the maximum allowed for in the column described as "Additional Tests". The Employer shall pay for these additional tests only in the exceptional circumstance that there remains material risk to the Employer, and that a re-test is required as a direct result of the Contractor's failure to meet the requirements of the specification and further, that the Service Provider has fully complied with all its obligations in respect of the particular test.

The Service Provider shall provide a detailed breakdown of the costs for the compulsory tests, which will then be used as a basis to negotiate the costs for any additional tests. The Service Provider shall ensure that the additional tests are motivated for early enough, before re-testing is scheduled; and provide an adjusted programme showing the effect of these additional tests. If such notifications are not submitted in a timely manner by the Service Provider, it shall bear the costs of the additional testing.

If additional tests these arise due to the Contractor's failure to meet necessary requirements, the costs for re-testing shall be borne by the Contractor. The Service Provider shall ensure that all necessary formal motivations and corroboratory documentation that establishes the Contractor liability is promptly submitted to the Employer for approval. The Service Provider shall also provide formal notification to the Contractor of such payment deductions on its Payment Certificate and ensure that such deductions are effected.

In instances where it is determined that as a direct or indirect result of the Service Provider's inability to carry out the perfunctory duties preceding the compulsory tests mentioned above for the various phases, which results in the need to carry out subsequent testing, then all costs associated with any additional testing shall be for Service Provider's account.

(c) Final testing and analysis

The rate tendered for item 36.06 (c) shall allow for all costs for the provision of all personnel for the supervision of the final testing of equipment on site, the analysis of test reports, co-ordination with, and liaising with the Contractor and/or the Contractor's designated representative and/or sub-contractor/s and the issuing of a systems compliancy certificate, as detailed in the Contract Documentation and in line with the Contractor's programme for final systems testing and can only be claimed when a final certificate of compliance for System Compliance has been issued to the Contractor. This lump sum item shall only include those costs associated with the compulsory testing of the following phases shown in Table C3.6.5 below; and includes travel to and from the factory, accommodation (if necessary) and meals.

Table C3.6.5: Final Testing and System Compliance			
Test	Type of Test	Compulsory Test/s	Additional Test/s
(i)	Final Testing – System Compliance	1	2
Total		1	2

The Service Provider shall price for the number of tests shown in the "Compulsory Test" column for the final testing of the Works, and shall ensure that the Contractor complies with the requirements in order to successfully carry out the tests for this last phase.

In exceptional circumstances only, the Services Provider shall motivate to the Employer to carry out additional tests, prior to certifying the system compliant, up to the maximum allowed for in the column described as "Additional Tests". The Employer shall pay for these additional tests only in the exceptional circumstance that there remains material risk to the Employer, and that a re-test is required as a direct result of the Contractor's failure to meet the requirements of the specification and further, that the Service Provider has fully complied with all its obligations in respect of the particular test.

The Service Provider shall provide a detailed breakdown of the costs for the compulsory tests, which will then be used as a basis to negotiate the costs for any additional tests. The Service Provider shall ensure that the additional tests are motivated for early enough, before re-testing is scheduled; and provide an adjusted programme showing the effect of these additional tests. If such notifications are not submitted in a timely manner by the Service Provider, it shall bear the costs of the additional testing.

If additional tests these arise due to the Contractor's failure to meet necessary requirements, the costs for re-testing shall be borne by the Contractor. The Service Provider shall ensure that all necessary formal motivations and corroboratory documentation that establishes the Contractor liability is promptly submitted to the Employer for approval. The Service Provider shall also provide formal notification to the Contractor of such payment deductions on its Payment Certificate and ensure that such deductions are effected.

In instances where it is determined that as a direct or indirect result of the Service Provider's inability to carry out the perfunctory duties preceding the compulsory test for the final phase, which results in the need to carry out subsequent testing, then all costs associated with any additional testing shall be for Service Provider's account.

(d) System management

The rate tendered for item 36.06 (d) shall allow for all costs for the ongoing management of the toll system, excluding those elements of the toll system relating to testing and analysis for which provision is made under items 36.06 (a), (b) and (c).

Item	Description	Unit
36.07	Management and supervision of the provision of all fixed assets	
(a)	Upgrade and replacement of existing and new fixed assets	percentage (%)

The unit of measurement for item 36.07 (a) shall be the percentage of the value of the work relating to the procurement of fixed assets during the course of the Works and for any capital works at the plazas for which there is provision in the Works contract, and shall *inter-alia* include for the following:

- (i) The provision of all additional personnel for supervision of installation of assets, including but not limited to the various stages / levels of testing of equipment/assets, the analysis of test reports, co-ordination with, and liaising with the Contractor and/or the Contractor's designated representative and/or sub-contractor/s;
- (ii) Additional equipment required, or specialist advice;
- (iii) The co-ordination with other disciplines and contracts; and
- (iv) Provision of designs and specifications required, preparation of quotation documents if needed, evaluation of quotations received, and submission of a quotation evaluation report.

The rate tendered shall allow for all costs associated with the upgrading and replacement of all fixed assets by the Contractor, in the event of an accident or where it has been programmed by the Employer during the Works period. The Service Provider shall be guided by the asset register of the contract, as well as the program of the Contractor.

Item	Description	Unit
36.08	Transport for specialist personnel and additional duties	
(a)	Travelling to perform duties	provisional sum (P S)
(b)	Handling cost in respect of item 36.08 (a)	percentage (%)

The provisional sum under items 36.08 (a) is to cover the costs for travelling to perform the duties under C3.6.3, 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 C3.6.5. The rate tendered for item 36.08 (b) shall include for all costs relating to payment of transport in respect of item 36.08 (a). Completed log sheets per calendar month for each vehicle shall be certified by the Employer's Representative and included in the monthly payment certificate.

C3.7 ADDITIONAL DUTIES

C3.7.1 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.

It also covers the cost of structured engagement with Community Stakeholders and Project Liaison Committee (PLC) including the development and ongoing maintenance/updating of a Targeted Enterprise and Targeted Labour database.

C3.7.2 Standards

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

- (a) The Contract Documents as issued for the Works Contract
- (b) Additional investigations
- (c) The Employer's pro-forma project document
- (d) The Employer's standard requirements
- (e) Current industry good practice

C3.7.3 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:

- Additional investigations
- Additional design requirements
- Evaluation of alternative tenders
- Diverse other services
- Special Services and specialist advice
- Establishment and liaison with PLC during Design and Construction Phases
- Establishment and maintenance of databases
- Disputes (including disputes between Contractor and Sub-contractors)

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:

- (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 Employer's Representative 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 Route Manager 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.

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:

- (i) re-evaluation of any replacement personnel by the Tender Evaluation Panel
- (ii) proof reading 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.

C3.6.4 Payment and monthly reporting

When submitting interim certificates for payment the Service Provider shall use the Employers 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 use the ITIS Platform and Modules to perform certain duties and to provide required information as listed in C3.1.13.

This includes using the Employer's different ITIS platforms;

- ITIS Web
- ITIS Desktop
- ITIS Mobile

The current modules applicable to routine road maintenance (modules can be running on any of the above platforms) and their description are as follows:

- (i) Contract Module – management of contracts;
- (ii) Routine Road Maintenance Module - issuing of job instructions (estimates, photographs and workflows) and preparing the payment certificate;
- (iii) Incident Module – recording of incidents on site; and
- (iv) Project Information Module – uploading of employment and training data.

Allowance has been made for these requirements in the Pricing Schedule under 36.05 Monthly Reporting Costs. Failure to fully comply with the duties as listed above may result in payments being withheld and/or termination in terms of Clause 8.4 of the Conditions of Contract.

C3.7.5 Disbursements

There is provision for the Service Provider to be reimbursed for any disbursement costs when carrying out additional duties, where there is no provision in the tendered rates for these costs. These disbursements include costs of personnel, equipment, transport, accommodation, subsistence and documentation associated with undertaking additional duties.

C3.7.6 Measurement and payment

Item	Description	Unit
37.01	Additional duties	
(a)	Personnel – Category A	hour (h)
(b)	Personnel – Category B	hour (h)
(c)	Personnel – Category C	hour (h)
(d)	Personnel – Category D	hour (h)

The unit of measurement shall be the hour for all categories of Service Provider personnel utilised for additional duties. The rates 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 item 36.08.

Item	Description	Unit
37.02	Additional duties by Employer	hour (h)

The unit of measurement shall be the hour for all categories 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 and C3.4.4 and shall be deducted from the Service Provider's monthly certificates.

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	Description	Unit
37.03	Disbursements	
(a)	Disbursements	provisional sum (P S)
(b)	Handling cost in respect of item 37.03 (a)	percentage (%)

The provisional sum under item 37.03 (a) is to cover the disbursements costs of personnel, equipment, transport, accommodation, subsistence and documentation associated with undertaking additional duties. The provisional sum shall be paid in accordance with Clause C2.1.8. The rate tendered for handling costs under item 37.03 (b) is for the mark-up or other incidental costs incurred by the Service Provider.

Item	Unit
37.04 Additional duties by sub-service provider	
(a) Additional duties	prime cost (PC)
(b) Handling cost i.r.o. item 36.04(a)	percentage (%)

The prime cost sum under item 36.04(a) is to cover the cost of all work carried out by external sub-service providers as approved by the Employer.

The Prime Cost shall be paid in accordance with Clause C2.1.8.

The rate tendered under item 36.04(b) shall include full compensation for all costs associated with:

- (i) producing a schedule of other work envisaged
- (ii) compiling a quotation/tender document
- (iii) evaluation of quotations or tenders received
- (iv) procurement of sub-service providers on approval by the Employer.

Item	Unit
37.05 Payment and Monthly Reporting cost	month

The unit of measurement shall be the month.

The rate tendered shall include full compensation for registering on the Employer's ITIS Project Information Module and for the management of the ITIS software modules (Contract, RRM, Incident and Information modules as specified in Clause C3.1.13). It shall also include full compensation for using the ITIS software to capture job instructions and compiling the monthly payment certificates. It shall also include the full

compensation for capturing and submitting the required information regarding training, empowerment, capacity building, targeted enterprise development, labour and staff returns during the design and construction stage for both contractor and consultant. It shall further include for all personnel and other costs, disbursements, overheads and profit.

Item	Unit
37.06 Project Liaison Committee (PLC)	
(a) Establishment of PLC	lump sum (LS)
(b) Liaison/meetings with the PLC during Design and Construction Phase	provisional sum (PS)
(c) PLC stipend	provisional sum (PS)
(d) Handling cost i.r.o. item 36.06(c)	percentage (%)
(e) Training of PLC members	provisional sum (PS)
(f) Handling cost i.r.o. item 36.06(d)	percentage (%)

The unit of measurement for pay item 36.06(a) shall be the lump sum. The sum shall include full compensation for all costs associated with the establishment of the PLC.

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

The provisional sum allowed under pay item 36.06(b) is to cover all costs associated with liaison/attending meeting with the established PLC during the Design and Construction Phases.

The provisional sum allowed under pay item 36.06(c) is to cover the monthly payments to PLC members as prescribed by the Employer.

The rate tendered for handling cost under item 36.06(d) is for the mark-up or other incidental costs incurred by the Service Provider.

The provisional sum allowed under pay item 36.06(e) is to cover all costs associated with training PLC members on their duties and responsibilities.

The rate tendered under item 36.06(f) shall include full compensation for all costs associated with producing a schedule of training requirements, compiling a quotation/tender document, evaluation of quotations or tenders received and for the procurement of a training service provider on approval by the Employer.

Item	Unit
37.07 Market Analysis and Databases	
(a) Market analysis	lump sum (LS)
(b) Establishment and Maintenance of a Targeted Enterprise database	month
(c) Establishment and Maintenance of a Targeted Labour database	month

The unit of measurement for item 36.07(a) shall be a lump sum.

The sum tendered for item 36.07(a) shall include full compensation for all costs associated with the market analysis in terms of the CIDB guidelines for undertaking a feasibility study (CIDB grading, CSD, etc.).

The units of measurement for items 36.07(b) and (c) shall be the month.

The rate tendered for item 36.07(b) shall include full compensation for all costs associated with the compilation and monthly maintenance of a Targeted Enterprise database during the Design and Construction Phase.

The rate tendered for item 36.07(c) shall include full compensation for all costs associated with the compilation and monthly maintenance of a Targeted Labour database during the Construction Phase.

C3.8 ADDITIONAL SERVICE PROVIDERS

C3.8.1 Scope

This section covers the requirements for the provision of additional service providers for testing to be undertaken in an off-site facility, survey or other specialist work.

C3.8.2 Additional Services

The Service Provider shall be responsible for the acts, defaults or neglects of any sub-service provider, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Service Provider, his agent, servants or workmen.

C3.8.3 Measurement and payment

Item	Description	Unit
38.01	Additional service providers	
(a)	Additional service providers	provisional sum (P S)
(b)	Handling cost in respect of item 38.01 (a)	percentage (%)

Expenditure under item 38.01 (a) shall be for all work carried out by external service providers as approved by the Employer. The provisional sum shall be paid in accordance with Clause C2.1.8.

The rate tendered under item 38.01(b) shall include full compensation for costs associated with:

- (i) producing a schedule of all testing or other work envisaged
- (ii) compiling a quotation/tender document
- (iii) evaluation of quotations/tenders received
- (iv) procurement of sub-service providers on approval by the Employer

PART C4: SITE INFORMATION

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C4.1 LOCATION OF THE PROJECT

The proposed project is located on National Route N3, in the KwaZulu-Natal province, within the eThekweni Metropolitan Municipality. The N3 Mariannhill Toll Road consists of 19.9 km of dual carriageway with three lanes in each direction, a median and paved shoulders. The N3 Mariannhill Toll Plaza can be summarised as follows:

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

TOLL PLAZA	CONTROL CENTRE	LOCATION	SECTION	CHAINAGE (KM)	NUMBER OF LANES*
Mariannhill Mainline	Mariannhill	N3	1	26.3	8/8

*x/y denotes per direction (Northbound/Southbound)

C4.2 ANY ADDITIONAL INFORMATION AS REQUIRED FOR THE PROJECT

C4.2.1 Reference Documents

SANRAL File reference numbers

12/9/2/N.003-010-2020/2F – Engineer file - general
12/9/3/N.003-010-2020/2F – Engineer file - contractual matters
16/6/0130/1/ N.003-010-2020/2 – Toll operations file - general
16/6/0130/3/ N.003-010-2020/2 – Minutes (Toll operations)
16/6/0130/4/ N.003-010-2020/2 – Toll operations file - contractual matters

SANRAL project payment numbers

Project No	Toll route	Description
N.003-010-2020/2F	N3 Mariannhill	N3 – 1 km 26.3

C4.2.2 Design reference documents

SANRAL generic project specification

C4.2.3 Traffic and Road Condition

Information will be provided to the successful tenderer.

C4.2.4 Road Incident Management Systems Report (RIMS Report)

Current information will be provided to the successful tenderer.

C4.2.5 Toll Operations Report

Current information will be provided to the successful tenderer.

C4.2.6 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) Road safety not to be compromised under any circumstances.
- (ii) Relative high traffic volumes.
- (iii) 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) Contractor
- (iii) Engineer
- (iv) Public Liaison Committee

C4.2.7 Risks Analysis

The Service Provider shall take the necessary steps and implement suitable measures to ensure that the risks identified are mitigated.

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,	Prioritisation 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 VO's. Prov Sums used without quotes and VO approval	Site audits should be performed. All variation orders 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

Risk Register			
No	Key Risk	Identified Risk	Mitigating Factors
			variance greater than 10% on monthly forecasts to be provided with each payment certificate.
8	OHS legislation	Compliance Risk	Safety audits
9	Equity targets.	Employment Equity targets have not been met	Awareness of economic Empowerment and job creation results should be improved

C4.2.8 Works tender document

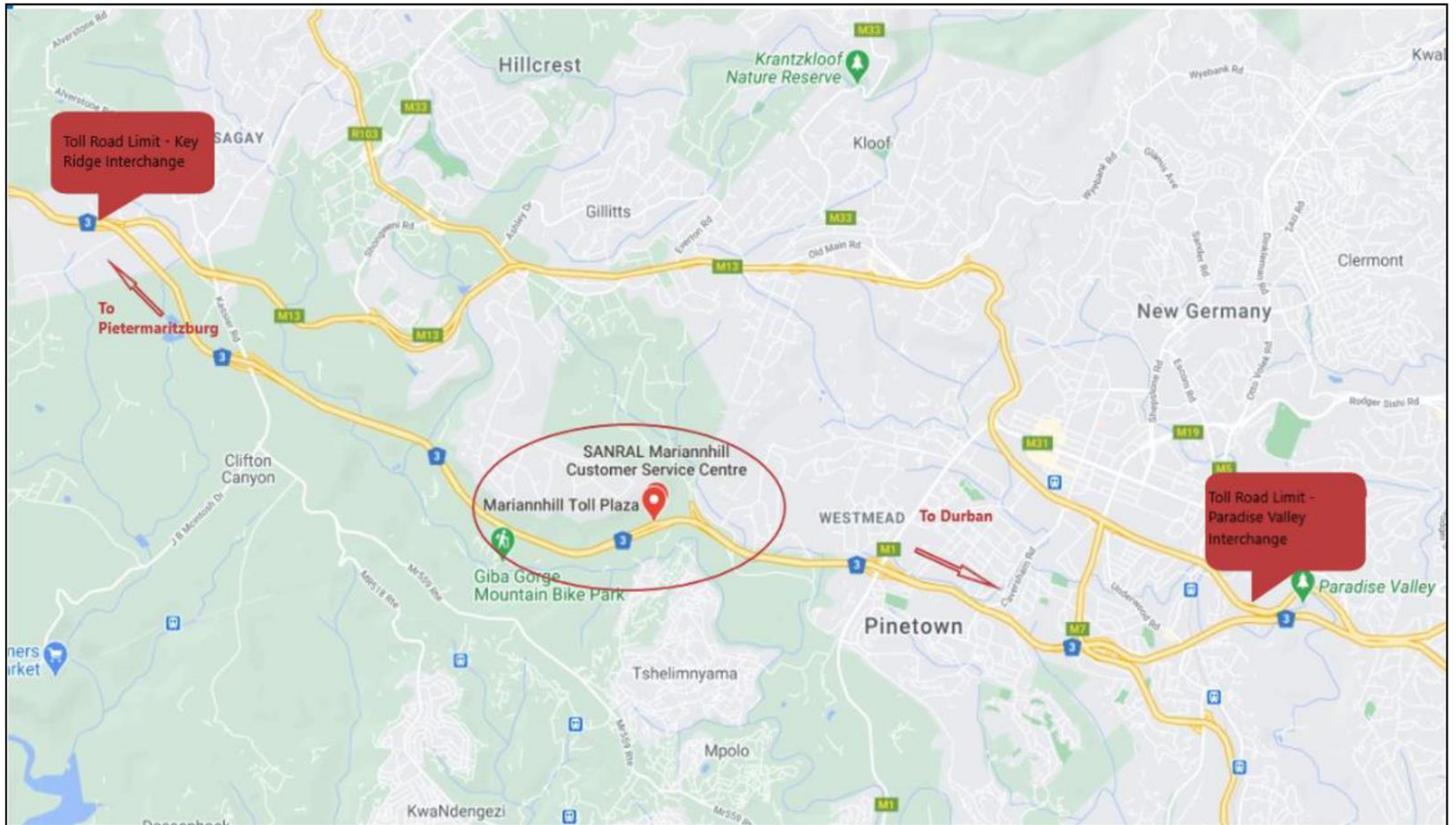
The Works tender document detailed in clause C3.4.3, and the draft document on the Interfaces between the Toll Agencies (TA) system and the Transaction Clearing House (TCH) system, form part of the contract documents.

C4.2.9 Programme of contracts

PROGRAMME OF CONTRACTS				
Route		Works description	Period	
From	To		From	To
N3-1 km 16.4	N3-2 km 3.0	RRM N2 & N3	Ongoing	Ongoing
N3-1 km 26.02	N3-1 km 26.40	N3 Mariannhill Toll Plaza Capacity and pavement upgrade	To be confirmed, year 2024/2025 <i>(Design consultant already been appointed)</i>	To be confirmed
N3-1 km 25.0	N3-2 km 2.8	Upgrade of 11.1 km on National Route 3 from Mariannhill Toll Plaza (Section 1 km 25.0) to Key Ridge (Section 2 km 2.8)	To be confirmed, year 2024/2025	To be confirmed
N3-1 km 17.5.0	N3-1 km 26.02	Upgrade of on National Route 3 Section 1 from Paradise Valley to Mariannhill Toll Plaza	To be confirmed, year 2024/2025	To be confirmed

APPENDIX A

LOCALITY PLAN



APPENDIX B

OCCUPATIONAL HEALTH & SAFETY

- B1: Health & Safety Specification for Service Provider during Construction/Operations**
- B2: Health & Safety Specification for Contractors during Construction/Operations**
- B3: OHS Audit Questionnaire**

B1: Health and Safety specification for Service Provider during Construction

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS
FOR SERVICE PROVIDER**

CONTRACT SANRAL N.003-010-2020/2F

SCOPE OF WORKS:

**FOR CONSULTING ENGINEERING SERVICES FOR THE
OPERATIONS AND MAINTENANCE OF THE MARIANNHILL TOLL
PLAZA ON NATIONAL ROUTE N3**

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1. NOTE TO CONSULTING ENGINEERS

- a) The Occupational Health and Safety Act, Act 85 of 1993 and its Regulations together with SANS Codes set out minimum standards with regards to Occupational Health and Safety. The South African National Roads Agency SOC Limited (SANRAL), has developed this Occupational Health and Safety Specifications with these minimum standards in mind and in certain stages the requirements of SANRAL exceeds the minimum legal requirements to follow best practices and to ensure a healthy and safe workplace for all.
- b) SANRAL in no way assumes the Service Provider's legal liabilities and responsibilities. The Service Provider is and remains accountable for the quality and execution of his health and safety programme for his employees. This Health and Safety Specification reflects minimum legal and SANRAL requirements and should not be construed as all encompassing.
- c) It is very important for the Service Provider to note that when the Service Provider carry out any type of construction work, as per the definition, the Service Provider will be regarded as a Contractor, as per the definition, and must then comply with the requirements of the Construction Regulations and in particular Section 7.
- d) It is realized that the Service Provider may have its own Health and Safety Management system and safe work practices. The intention of this Health and Safety Specification is not to change the Service Provider's Health and Safety management system, but for the Service Provider to use its current Health and Safety management system to draw up a project specific Health and Safety plan according to these specifications as well as to legally comply with the Construction Regulations, GNR.84 of 2014.
- e) It is the responsibility of the Service Provider to make themselves conversant and comply with the requirements and conditions contained in the various legislation pertaining to their profession and scope of works at all times.
- f) This document is not exhaustive of all duties imposed by the Occupational Health and Safety Act, Act 85 of 1993 and its Regulations, governing the duties and obligations of a Service Provider / Designer performing duties in terms of an agreement with the client (SANRAL). These duties are fully described in the Occupational Health and Safety Act, Act 85 of 1993 and its Regulations and it is the duty of every Service Provider / Designer to acquaint themselves therewith before commencing work.
- g) Words used herein in the singular shall be deemed to include the plural and male shall include female and vice versa, unless the context otherwise requires.

2. PURPOSE

This document is compiled to ensure that the Professional Service Provider are aware of the Occupational Health and Safety requirements when working on a SANRAL contract, as well as to make them aware of their legal liabilities and responsibilities as per the Occupational Health & Safety Act, Act 85 of 1993, and its Regulations.

3. DEFINITIONS AND ABBREVIATIONS

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

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

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

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

CIDB – Construction Industry Development Board

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

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

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

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

Consequence – Outcome or impact of an event.

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

Contractor – An employer as defined in section 1 of the OHS Act, who performs construction work

Construction Work – According to the Construction Regulations, any work in connection with:

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

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

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

Contractor – An employer who performs construction work.

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

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

Designer –

- a) competent person who:
 - Prepares a design
 - Checks and approves a design
 - Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
 - Designs temporary work, including its components
- b) an architect or engineer contributing to, or having overall responsibility for a design
- c) a building services engineer designing details for fixed plant
- d) a surveyor specifying articles or drawing up specifications;
- e) a contractor carrying out design work as part of a design and building project; or
- f) an interior designer, shop fitter or landscape architect

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MSDS – Material Safety Data Sheet

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

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

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

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

PPE – Personal Protective Equipment

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

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

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

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

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

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

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

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

SACPCMP – South African Council for Project and Construction Management Professions

SANRAL - South African National Roads Agency SOC Limited

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

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

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

WAH – Acronym for Working at Heights

4. HEALTH AND SAFETY POLICY

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

5. ROLES & RESPONSIBILITIES

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

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

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

6. HSE TRAINING AND COMPETENCE

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

All employees that form part of the construction work must be trained and competent. Employees formally appointed to perform a certain duty must be in possession of a training certificate, received from a registered training provider. All Service Provider employees must as a minimum have received site specific safety induction training as well as task specific risk assessment training from the Principal Contractor.

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

Basic Safe Work Training (Induction Training) – Every Service Provider shall ensure that his employees are inducted into his own company Health and Safety System and must ensure that his employees receive site specific safety induction and task specific risk assessment training from the Principal Contractor. The Service Provider must have evidence that his employees have been trained on the relevant procedures prior to and during the project duration.

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

The Service Provider shall ensure that his employees, have received appropriate training for the type of work that will be performed, e.g. Working at Heights, Risk Assessment training etc.

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

7. NOTIFICATION OF CONSTRUCTION WORK

Construction Regulation, 2014 Section 4 requires that the provincial director of the Department of Labour is notified at least 7 days prior to the execution of excavation work, elevated work where there is a risk of falling (working at heights), demolition work or work where explosives are used. Therefore, if the Service Provider needs to e.g. dig test pits, or do a bridge inspection and the risk of falling exists, the Service Provider needs to notify the provincial director in writing on a form similar to Annexure 2 in the Construction Regulations

8. DUTIES

The Service Provider is the Designer of the structures to be build. As a Designer, the Service Provider need to comply and adhere to the requirements of Section 6 of the Construction Regulations. The Service Provider needs to take health and safety into consideration when designing the structure as well as for future maintenance on the structure.

When the Service Provider carry out any type of construction work, as per the definition, the Service Provider will be regarded as a Contractor, as per the definition, and must then comply with the requirements of the Construction Regulations and in particular Section 7.

The Service Provider is the Clients managing agent, who will manage the construction work on behalf of the client.

9. DESIGNING FOR HEALTH, SAFETY AND THE ENVIRONMENT

Designing for safety is a process aimed at minimizing injury, death, property damage or destruction and harm to the environment, by utilizing an approach to identify and eliminate or control hazardous areas. The Service Provider / Designer must implement a process that ensures safety is incorporated in the design process, which includes temporary works as contemplated in the Construction Regulations, 2014 Section 12.

The Service Provider must communicate the anticipated risks and hazards resulting from the design to the Client and the Client Construction Health and Safety Agent who will ensure that such anticipated risks and hazards reflects in the tender documentation for Contractors.

10. MANAGEMENT AND SUPERVISION

The Service Provider will manage the construction project on behalf of SANRAL and must ensure that the construction work is carried out safely and legal compliance is adhered to at all times. As the managing agent, the Service Provider must appoint a competent person in writing as agent to act as the Clients representative in terms of health and safety on the project.

11. RISK MANAGEMENT

When the Service Provider carry out any type of construction work, Section 9 of the Construction Regulations must be adhered to. A formal risk based approach must be followed to ensure hazard control measures are implemented to an acceptable reasonable practical level. The Service Provider and his employees shall be responsible to ensure all hazards pertaining to his scope of activity are proactively identified, the risks assessed and appropriately eliminated or minimized and managed on an ongoing basis. Risk assessments shall also identify possible and potential environmental, health and hygiene issues pertaining to each hazard with potential exposures and limits.

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

i. Development of Risk Assessments

The Service Provider shall, before carrying out any type of construction work and during such work, conduct a risk assessment by a competent person, appointed in writing. The baseline risk assessment as provided by the client may be used to draw up an in-depth task specific risk assessment that can be used on site. Please note that the risk assessment must be site specific.

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

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

b) Risk Assessment Monitoring

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

c) Review of Risk Assessment

The Service Provider shall review the hazard identification, risk assessments and standard safe working procedures prior to any construction related work activity and shall ensure that the risk assessment is site specific.

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

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

11.1 Baseline Risk Assessment

Based on the baseline risk assessment as per 20.1 below, SANRAL has developed this health and safety specification which shall act as a set of OH&S rules that shall be applied to regulate the OH&S aspects of the Service Provider's construction work to be carried out. The baseline risk assessment must be used by the Service Provider to develop task specific risk assessments before any construction related work commences.

The Baseline Risk Assessment will not identify risks or control measures, this must be identified by Service Provider when preparing the Issue Based Risk Assessments. The Baseline Risk Assessment will highlight all work for which the Service Provider must prepare safe work procedures and or work method statements.

11.2 Continuous Risk Assessment

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

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

12. LEGAL COMPLIANCE AND DOCUMENT CONTROL

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

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

The Service Provider shall, as a minimum, comply with:

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

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

12.1 Legal Appointments

All legal appointments of the Service Provider regarding the Health and Safety of his employees who are to carry out construction work on the project are addressed and governed by the OHS Act and applicable Regulations.

i. Overall Supervision and Responsibility for OH&S

The client will appoint the Service Provider who shall be the managing agent of the client on the project once construction works start. A Mandatory agreement as per Section 37.2 of the OHS Act, shall be signed between the client and the Service Provider.

It is a requirement that the Service Provider, when he appoints sub Service Providers, includes a Mandatory agreement in his agreement with such sub Service Providers

ii. Specific Supervision Responsibilities for OH&S

The Service Provider shall appoint designated competent employees and/or other competent persons as required by the OHS Act and Regulations, as well as this specification. Appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated to and agreed with the appointees. Where applicable, the training certificate must be attached to the appointment. Notice of appointments shall be submitted to the Employer. All changes shall also be communicated to the Employer.

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

Appointment	Legal Reference
Assistant to CEO	OHS Act 16(2)
Construction Health & Safety Agent	CR 5(5)(6)
Risk Assessor	CR 9(1)
Fall Protection Plan Developer	CR 10(1)(a)
Structure Inspector	CR 11(2)(a)
Temporary Works Designer	CR 12(1)
Excavation Supervisor	CR 13(1)(a)
Incident investigator	GAR 9(2)
Ladder inspector	GSR 13(a)
First Aider GSR	GSR 3(4)

13. OPERATIONAL INTEGRITY

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

13.1 Plant & Equipment Integrity

13.1.1 Construction Plant & Equipment

The Service Provider shall maintain all his items of plant and equipment necessary to perform the required construction work in a safe condition.

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

The Service Provider shall ensure that all plant, equipment, and power tools that he brings onto and use on site for construction work purposes are:

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

13.1.2 Standards and Registers

For construction work purposes, the Service Provider is expected to:

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

14. OCCUPATION HEALTH AND HYGIENE

14.1 Medical Fitness for Duty

All Service Provider employees that carry out construction work activities, shall undergo medical examinations and be certified fit for duty by an Occupational Health Practitioner before they are allowed to work on site.

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

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

14.2 First Aid

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

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

The minimum contents of the first aid box shall be as per the supplied list in the General Safety Regulations.

All treatments done must be recorded on a register and kept with the first aid box. A trained and appointed first aider must be responsible for the first aid box and its content. Used content must be replenished as soon as possible.

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

14.3 Workers Compensation Registration

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

14.4 Hygiene Facilities

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

14.5 Health related Epidemics and Pandemics

The Service Provider shall, 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

15. WASTE MANAGEMENT

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

It is recommended that the Service Provider have a waste management plan which must be implemented on the construction site and which will have the objective to ensure that waste is managed according to the Waste Management Hierarchy:

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

16. HAZARDOUS SUBSTANCE MANAGEMENT

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

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

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

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

Asbestos

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

17. OPERATIONAL PROCEDURES

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

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

18. HSE NON-COMPLIANCE

The Client has a legal duty in terms of Construction Regulation 5(1)(q) to stop any unsafe work on the construction site. Any unsafe construction related activity that the Service Provider performs will be stopped until such time as the Service Provider has rectified the non-compliance or unsafe act/condition.

The Service Provider as managing agent for the Client has a legal duty according to the Construction Regulation 5(1)(q) to stop a contractor from executing any activity which poses a threat to the health and safety of persons. Depending on the seriousness of the non-compliance only the specific activity may be stopped until the non-compliance is rectified or the whole operation may be stopped.

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

18.1 Contracting Philosophy

Any site specific hazards and safety management expectations will be made known to the Service Provider prior to the work commencing on site. Legal OHS requirements contained in the OHS Act and Regulations as well as SANS Codes are the minimum requirements the Service Provider must

apply during this contract with regards to Occupational Health and Safety. The Service Provider shall apply, implement and enforce the minimum OHS Act & Regulations and SANS Codes requirements.

18.2 Indemnity by Service Provider

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

- (a) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
 - i. Unsafe acts caused by all or any of the Service Provider's employees;
 - ii. Unsafe conditions which resulted from the failure to carry out any legal obligation by all or any of the Service Provider's employees;
- (b) any unlawful, riotous or disorderly conduct by or amongst the Service Provider's employees.

18.3 Service Provider Conduct

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

- Complete compliance to the OH&S Act and Regulations
- Hazard identification and Risk Assessments for all construction related activities
- DSTI talk before construction work commences
- Safe access and egress to and from work areas.
- Compulsory use of lifelines, Safety Harnesses and Fall Arrestors (Lanyards to be attached at all times) when working in elevated positions
- Good housekeeping
- Securing of tools, equipment and material at heights
- Wearing of appropriate personal protective equipment as identified in the risk assessment

Personal Conduct

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

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

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

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

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

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

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

All safety and warning signs shall be obeyed.

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

18.4 Sub Service Providers

The Service Provider shall establish, maintain and ensure that all his Sub Service Providers establish and maintain HSE standards and systems as necessary and to comply with the Legal requirements as well as these HSE specifications.

18.5 Public Health and Safety

The Service Provider shall, as far as is reasonably practicable, be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. During the construction phase of the project, this can be done through the Principal Contractors HSE Officer.

This includes:

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

19. INCIDENT MANAGEMENT

The Service Provider shall ensure that a culture exists within his company that promotes the recognition, response, reporting and investigation of incidents, including near misses (near hits). The Service Provider must implement a procedure for reporting and investigating accidents, incidents and near misses as prescribed in the General Administrative Regulation, Section 8. The Service Provider should have a clear objective and target to obtain zero injuries for the duration of the project and such an objective must be communicated to all employees.

Appropriate corrective actions must be implemented and the applicable learnings must be shared within the Service Provider's business to prevent a recurrence of the incident or to prevent the minor incidents from becoming serious incidents in future.

19.1 Incidents and Accidents

The Service Provider shall investigate all accidents/incidents where employees were injured to the extent that he had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register, which must be updated with each accident/incident.

The Service Provider shall notify the relevant SANRAL Project Manager and or SANRAL OHS Specialist of any incident / accident within the Service Provider's area of responsibility in writing as soon as possible.

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

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

In addition to medical treatment cases it is recommended that Near Miss incidents and First Aid cases are also investigated to establish root causes and implement preventative measures.

20. PROJECT SPECIFIC CONSTRUCTION REQUIREMENTS

20.1 Baseline Risk Assessment

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

Risks in connection with:

- Working in elevated positions (e.g. Bridge Inspections)
- Working over water environments (e.g. Bridge Inspections)
- Excavation – locating existing underground services, digging test pits
- Manual handling – setting up surveying equipment
- Ergonomic risks
- High & Low voltage power lines – overhead & underground
- Work in close proximity to railway lines
- Uneven ground surfaces
- Personal safety & security risks
- Traffic Control (Ensure Correct Signage at Correct Distances)
- Working from ladders
- Exposure to noise
- Working in close proximity to traffic
- Working with hot materials
- Radio Active equipment
- Hazardous Chemical Substances
- Flammable Materials
- Driving to and from site
- Biological risks e.g. bees, snakes, spiders, etc.
- Environmental risks
 - Bad weather conditions,
 - rain,
 - lightning,
 - wind,
 - poor visibility
 - heat exposure – dehydration
 - cold environments

During the construction phase of the project, the employees of the Service Provider must be inducted and trained on the risk assessments and Safe Operating Procedures of the Principal Contractor before entering the site and record of such induction / training must be kept on file, e.g.

- Work in close proximity of Mobile Plant (e.g. Bomag Roller, Pneumatic roller, etc)
- Falling Objects
- Suspended Loads
- Crane Operations
- Asphaltting

20.2 Site Attendance Register

All site visitors shall report to security / reception upon arrival at site. All visitors need to sign an attendance register when visiting the site. Visitors include all persons which are not permanently working on the site, but excludes temporary site workers. Visitors must undergo site induction training before they are allowed on site to make them aware of the site dangers. During the construction stage of the project, the HSE Officer of the Principal Contractor should conduct the site induction with visitors before they are allowed on the construction site.

20.3 Personal Protective Equipment

Comply with General Safety Regulations, Section 2

The Service Provider shall identify the hazards in the workplace and remove them or, where impracticable, take steps to protect employees and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort. The hierarchy of hazard elimination must be followed before the option of personal protective equipment is considered. The following hierarchy of controls must be followed:

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

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

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

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

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

20.4 Site Security

Certain areas where work must be carried out, is recognized unsafe areas and certain other areas may from time to time become unsafe, due to 3rd party actions. The Service Provider must as far as

reasonably possible anticipate unsafe areas and must ensure that his site staff is safe from 3rd party actions, which include but is not limited to:

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

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

20.5 Working in Elevated Positions

Comply with Construction Regulation, Section 10

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

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

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

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

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

Only suitable ladders that have been inspected and has been certified "safe for use" may be used for elevated work. The top two rungs on the ladder may not be used for elevation, as this will render the ladder unstable. A second person should hold the ladder stable whenever working from it.

20.6 Excavations

Comply with Construction Regulations, Section 13

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

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

Excavations must be barricaded to prevent unauthorized access.

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

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

20.7 Construction Vehicles

Comply with Construction Regulation, Section 23, National Road Traffic Act, 1996

Construction vehicle operators must have received training to operate the class of construction vehicle or mobile plant and must be in possession of an operator's card as proof of competency. Construction vehicle operators must be authorised in writing and have a medical certificate of fitness issued by an occupational health practitioner to operate the construction vehicle and/or mobile plant.

20.8 Electrical Equipment

Comply with Construction Regulations, Section 24

The Service Provider shall take adequate steps to ascertain the presence of and guard against danger to workers from electrical cables or apparatus which is under, over or on the site.

The exact location of underground electric power cables must be determined before any excavators are used for excavation purposes.

The location of overhead electrical cables must be assessed when working with equipment that has booms that can extend. Injury may be possible from touching the electrical cables with the equipment boom, or from arching when the equipment boom comes too close to the electrical cable.

Electrical machinery and extension cords must be in a serviceable condition and must be inspected before use on the construction site by the authorised operator and the inspection checklist must be kept on the construction site.

20.9 Temporary Storage of Flammable Liquids

Comply with Construction Regulation, Section 25 and General Safety Regulations, Section 4

The Service Provider must ensure storage areas of flammable liquids are well ventilated and "No Smoking" signs are placed at the entrances and ventilation ducts of the storage areas. Firefighting equipment must be available in suitable positions around the storage areas.

The Service Provider must ensure that good housekeeping is practiced in and around the flammable storage areas.

20.10 Water Environments

Comply with Construction Regulation, Section 26

The Service Provider must ensure that a lifejacket forms part of the employees PPE and is worn when the employee is exposed to the risk of drowning, by falling into water.

The risk assessment must make provision for the rescuing of persons in danger of drowning and for preventing employees from falling into the water.

When working over water environments, Section 10 of the Construction Regulations – Fall Protection will also apply.

20.11 Manual Handling / Ergonomic Risks

The Service Provider must ensure that the health of his employees are not affected through the handling of heavy equipment and safe lifting techniques are applied by his employees. Manual handling and ergonomic risks must be included in the risk assessments of the Service Provider and employees must be aware of it and trained in it.

20.12 Traffic Control

When the Service Provider carries out construction related activities on site, during the design stage of the project, sufficient and adequate traffic control must be implemented. Traffic control signage must be displayed and employees must be aware of approaching traffic, facing oncoming traffic at all times.

20.13 Radioactive Equipment

The Service Provider, when working with radioactive equipment, must ensure that all appropriate safety measures are implemented, employees are made aware of the dangers of the equipment and the equipment is used according to the manufacturer's instructions.

20.14 Intoxicating Liquor and Drugs

Comply with General Safety Regulations, Section 2A

The site limit for intoxication is set to zero to complement a vision of zero tolerance

Any person found to be intoxicated, or consuming intoxicating liquor or illegal drugs, must not be allowed onto the premises and/or must be removed from the premises.

The Service Provider has the right to test any person entering the premises for intoxicating liquor or illegal drugs and may refuse entrance on the basis of the outcome of the test.

The Service Provider shall ensure that employees taking prescription medicine informs the Service Provider of such and shall ensure that the side effect of such medicine does not constitute a hazard to the employee himself or people working in close proximity to the employee.

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

CONTRACT SANRAL N.003-010-2020/2F

SCOPE OF WORKS:

**FOR CONSULTING ENGINEERING SERVICES FOR THE
OPERATIONS AND MAINTENANCE OF THE
MARIANNHILL TOLL PLAZA ON NATIONAL ROUTE N3**

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1. NOTE TO PRINCIPAL CONTRACTORS AND CONTRACTORS

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

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

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

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

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

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

2. PURPOSE

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

3. DEFINITIONS AND ABBREVIATIONS

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

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

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

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

CIDB – Construction Industry Development Board

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

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

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

Competent Person – Means a person who has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of

the provisions of the National Qualification Framework Act, 2000 (Act No. 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act.

Consequence – Outcome or impact of an event.

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

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

Construction Work – any work in connection with:

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

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

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

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

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

Designer –

- a) competent person who:
 - Prepares a design
 - Checks and approves a design
 - Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
 - Designs temporary work, including its components
- b) an architect or engineer contributing to, or having overall responsibility for a design
- c) a building services engineer designing details for fixed plant
- d) a surveyor specifying articles or drawing up specifications;
- e) a contractor carrying out design work as part of a design and building project; or
- f) an interior designer, shop fitter or landscape architect

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MSDS – Material Safety Data Sheet

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

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

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

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

PPE – Personal Protective Equipment

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

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

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

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

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

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

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

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

SACPCMP – South African Council for Project and Construction Management Professions

SANRAL - South African National Roads Agency SOC Limited

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

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

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

WAH – Acronym for Working at Heights

4. HEALTH AND SAFETY POLICY

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

5. ROLES & RESPONSIBILITIES

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

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

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

6. HSE TRAINING AND COMPETENCE

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

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

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

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

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

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

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

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

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

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

7. APPLICATION FOR CONSTRUCTION WORK PERMIT

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

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

8. DUTIES

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

9. MANAGEMENT AND SUPERVISION

The contractor shall ensure that the project is managed safely and legal compliance is ensured at all times.

A full-time competent person must be appointed as a Construction Manager to manage all construction work, including health and safety compliance. The construction manager may not be appointed to manage more than one single construction site.

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

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

10. RISK MANAGEMENT

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

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

i. Development of Risk Assessments

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

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

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

Based on the risk assessments, the contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessments, together with the site-specific OH&S rules shall be submitted

to the Employer before construction on site commences. SANRAL has conducted a Baseline Risk Assessment as per 11.1 below, which must be used by the contractor to develop task specific risk assessments before work commences. This does not mean that all possible Risk Assessments must be attended to before work commences, but that all relevant Risk Assessments receive the necessary attention as the contract progresses, and this is the responsibility of the contractor.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

b) Risk Assessment Monitoring

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

c) Review of Risk Assessment

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

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

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

d) Baseline Risk Assessment

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

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

e) Continuous Risk Assessment

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

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

11. LEGAL COMPLIANCE & DOCUMENT CONTROL

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

- Identification of all relevant HSE legislation, standards and codes applicable to its operations.
- Have available copies of all relevant HSE legislation, standards and codes for reference purposes.

- Update legislation, standards and codes with any changes
- Communicate to all employees any changes that may affect their accountabilities and conformances
- Incorporate any legal requirements into their HSE management system
- Monitor and review their HSE management system for effectiveness.

The contractor shall, as a minimum, comply with:

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

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

11.1 Legal Appointments

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

i. Overall Supervision and Responsibility for OH&S

SANRAL will appoint the Principal Contractor in terms of Construction Regulation 5(1)(k). A Mandatory agreement as per Section 37.2 of the OHS Act, shall be signed between SANRAL and the Principal Contractor.

It is a requirement that the Principal Contractor, when he appoints other contractors in terms of Construction Regulations 7(1)(c), 7(1)(d), 7(1)(f) and 7(3) includes in his agreement with such Contractors the following:

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

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

ii. Specific Supervision Responsibilities for OH&S

The contractor shall appoint designated competent employees and/or other competent persons as required by the OHS Act and Regulations, as well as this specification. Appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated to and agreed with the appointees. Where applicable, the training certificate must be attached to the appointment. Notice of appointments shall be submitted to the Employer. All changes shall also be communicated to the Employer.

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

Appointment	Legal Reference
Assistant to CEO	OHS Act 16(2)
Health and Safety Representative	OHS Act 17(1)
Nominated Health and Safety Committee Member	OHS Act 19(3)
Contractor (Sub-contractor)	CR 7(1)(c)(v)
Construction Manager & Alternate Construction Manager	CR 8 (1)

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

In addition to the above, the Employer requires that a Traffic Safety Officer be appointed.

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

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

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

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

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

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

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

12. OPERATIONAL INTEGRITY

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

12.1 Plant & Equipment Integrity

12.12.1 Construction Plant & Equipment

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

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

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

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

12.12.2 Standards and Registers

As standard project procedures, the contractor is expected to:

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

13. OCCUPATION HEALTH & HYGIENE

13.1 Medical Fitness for Duty

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

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

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

13.2 First Aid

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

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

The minimum contents of the first aid box shall be as per the supplied list in the General Safety Regulations.

All treatments done must be recorded on a register and kept with the first aid box. A trained and appointed first aider must be responsible for the first aid box and its content. Used content must be replenished as soon as possible.

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

13.3 Hygiene Facilities

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

13.4 Health related Epidemics and Pandemics

The contractor shall, as far as reasonably practicable describe in his health and safety plan how health related epidemics and pandemics will be dealt with. The employer is aware that

this section in the health and safety plan will not speak to specifics, but generic procedures. The Contractor must ensure that the requirements stipulated in the Hazardous Biological Agents (HBA) Regulation are adhered to and in particular the following as described in the mentioned Regulation:

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

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

14. WASTE MANAGEMENT

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

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

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

15. HAZARDOUS SUBSTANCE MANAGEMENT

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

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

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

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

Asbestos

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

16. CONTRACTORS

16.1 Consultations, Communications and Liaison

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

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

16.2 Operational Procedures

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

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

16.3 Checking, Reporting and Corrective Actions

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

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

ii. Other Audits and Inspections by the Employer

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

iii. Contractor's Audits and Inspections

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

iv. Inspections by OH&S Representatives and other Appointees

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

v. Recording and Review of Inspection Results

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

16.4 Project Health and Safety Management Plan

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

Introduction

- Mission
- Purpose & Scope
- Health, Safety and Environmental Policy
- Health, Safety and Environmental Goals
- Plan Objectives

Leadership and Commitment

- Values supporting commitment
- Roles, Responsibilities and Accountability

Hazard and Risk Management Process

- Effective Consultation
- Planning

Contractor HSE Alignment

- Sub-Contractors
- On-Site

Learning and Competency

- Project HSE Training and Competency Requirements
- Contractor & Sub-Contractor Duties
- Minimum Training Requirements
- Medical and Induction
- Employee details
- Visitors to site
- Induction

Involvement, Communication and Motivation

- Safety Meetings
- Health & Safety Behaviour
- Information and Learning

Hazard and Risk Management on site

- Hazardous Activities
- Hazardous Areas
- Hierarchy of Hazard Control
- Hazard and Risk Identification
- Risk Analysis and Evaluation
- Documented safe work procedures for hazardous activities
- Hazard and Risk monitoring plan
- Hazard and Risk review plan

Occupational Health and Hygiene

- Fitness for Work
- Hazardous Substances
- Airborne Chemical Substances
- Noise and Vibration

Personal Hygiene
Protection of Outdoor Workers
Occupational Health Services on Site

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

Incident Management
Emergency Preparedness and Response
Incident Management
Injury Management

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

16.5 Project Health and Safety File

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

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

- Scope and summary of the project as well as any scope changes.
- Notification of Construction Work to DoL / Copy of Work Permit
- Proof of COID registration (Letter of Good Standing)
- Contractor Health and Safety Policy statement signed by management
- Mandatory Agreement – OH&S Act 37.2 (Between Employer and Principal Contractor)
- Signed Client Health and Safety specification
- Latest copy of the OHS Act and Regulations
- Company Organogram depicting Health and Safety Responsibilities, including sub-contractors
- Employee list including copy of IDs and medicals
- Project specific Health and Safety Management Plan agreed with the Employer – see point 16.4 above
- Relevant OH&S Legal appointments which includes duties and responsibilities as well as competencies (training certificate)
- Copies of minutes of meetings - OH&S committee and other relevant OH&S meeting minutes
- Designs/drawings (Construction Regulation 7(1)(e))
- Site specific Fall Protection Plan (if applicable)
- Risk Assessments
- Contractor Induction material
- Waste management Plan
- Emergency preparedness (first aid, firefighting, emergency plan, etc.)
- Emergency Contact Telephone numbers
- HIV awareness program
- List of hazardous chemical substances used on site
- Material Safety Data Sheets of hazardous chemicals on site
- List of plant & equipment to be used on site
- Inspection Checklists/Registers of plant & equipment and emergency equipment
- List of Sub-contractors including type of work
- Sub-contractor 37.2 Mandatory Agreements
- Sub-contractor appointments which shall include the type of work the contractor is appointed for.

16.6 Contracting Philosophy

Any site-specific hazards and safety management expectations will be made known to the Contractor prior to the work commencing on site. Legal OHS requirements contained in the OHS Act and Regulations as well as SANS Codes are the minimum requirements the

Contractor must apply during this contract with regards to Occupational Health and Safety. The Contractor shall apply, implement and enforce the minimum OHS Act & Regulations and SANS Codes requirements.

16.7 Workers Compensation Registration

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

16.8 HSE Non-Compliance

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

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

16.9 Indemnity by Contractor

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

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

16.10 Contractor Conduct

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

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

Personal Conduct

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

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

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

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

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

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

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

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

All safety and warning signs shall be obeyed.

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

16.11 Contractor and Sub-Contractor Management

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

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

16.12 Public Health and Safety

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

This includes:

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

17. DESIGNING FOR HEALTH, SAFETY AND THE ENVIRONMENT

Designing for safety is a process aimed at minimizing injury, death, property damage or destruction and harm to the environment, by utilizing an approach to identify and eliminate or control hazardous areas. The project Designer and Contractor must implement a process that ensures safety is incorporated in the design process, which includes temporary works as contemplated in the Construction Regulations, 2014 Section 12.

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

18. INCIDENT MANAGEMENT

The Contractor shall ensure that a culture exists within his company that promotes the recognition, response, reporting and investigation of incidents, including near misses (near hits). The Contractor must implement a procedure for reporting and investigating accidents, incidents and near misses.

The Contractor should have a clear objective and target to obtain zero injuries for the duration of the project and such an objective must be communicated to all employees.

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

18.1 Incidents and Accidents

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

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

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

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

Investigations must be completed for:

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

18.2 Incident Reporting

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

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

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

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

19. PROJECT SPECIFIC CONSTRUCTION REQUIREMENTS

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

The following section contains specific requirements for Contract No: SANRAL N.003-010-2020/2, which must be adhered to in addition to minimum legislative requirements.

19.1 Baseline Risk Assessment

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

Risks in connection with: Project Manager and/or OHS Agent to update risks to make it project specific

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

- Working in confined spaces – tunnelling
- Formwork and support work (temporary works) including scaffolding
- Demolition work, where applicable
- Bulk mixing plant, where applicable
- Environmental impacts such as pollution of water, air or soil

19.2 Daily Site Attendance Register

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

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

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

19.3 Emergency Numbers / Emergency Evacuation

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

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

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

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

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

19.4 Site Security

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

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

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

19.5 Personal Protective Equipment

Comply with General Safety Regulations, Section 2

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

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

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

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

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

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

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

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

19.6 Site Supervision

Comply with Construction Regulation, Section 8

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

19.7 Working in Elevated Positions

Comply with Construction Regulation, Section 10

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

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

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

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

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

19.8 Structures

Comply with Construction Regulations, Section 11.

The contractor shall ensure that all practicable measures are taken to prevent the uncontrolled collapse of new or existing structures or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work. No structure may be loaded in a manner which would render it unsafe. When a structure is of temporary nature, all conditions as required by the Construction Regulations Section 12 - Temporary Works, must also be complied with.

19.9 Excavations

Comply with Construction Regulations, Section 13

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

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

Excavations must be barricaded to prevent unauthorized access.

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

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

19.10 Scaffolding

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

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

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

Scaffold left erected while the Contractor is not in attendance, must be tagged with a "Not Safe for Use" tag and all reasonably practicable measures must be taken to prevent unauthorised access to the scaffold.

Scaffold must be inspected by the competent scaffold inspector on completion of the scaffold build, weekly thereafter or following severe weather conditions.

Hazards such as overhead power lines must be identified before the scaffold is build and must be reflected in the risk assessment.

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

19.11 Suspended Platforms

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

All suspended platform work must be carried out under the supervision of a competent appointed Suspended Platform Supervisor. Suspended platform erectors, operators and inspectors must be competent.

The contractor must be in possession of a certificate of design for the use of the suspended platform system.

19.12 Cranes

Comply with Construction Regulation, Section 22, General Machinery Regulation, Section 18.

Crane operators must be competent to carry out their work safely and must be in possession of a valid medical certificate of fitness, issued by an occupational health practitioner.

19.13 Construction Vehicles & Mobile Plant

Comply with Construction Regulation, Section 23, National Road Traffic Act, 1996

Construction vehicle operators must have received training to operate the class of construction vehicle or mobile plant and must be in possession of an operator's card as proof of competency. Construction vehicle operators must be authorised in writing and have a medical certificate of fitness issued by an occupational health practitioner to operate the construction vehicle and/or mobile plant.

19.14 Electrical Equipment

Comply with Construction Regulations, Section 24

The contractor shall take adequate steps to ascertain the presence of and guard against danger to workers from electrical cables or apparatus which is under, over or on the site.

The exact location of underground electric power cables must be determined before any excavators are used for excavation purposes.

The location of overhead electrical cables must be assessed when working with cranes and lifting equipment. Injury may be possible from touching the electrical cables with the crane boom, or from arching when the crane boom comes too close to the electrical cable.

All temporary electrical installations must be inspected at least once a week by a competent person and the records of the inspections must be recorded in a register which must be kept on site.

Electrical machinery and extension cords must be in a serviceable condition and must be inspected on a daily basis before use on a construction site by the authorised operator and the inspection checklist must be kept on the construction site.

Electrical Installations

Comply with Electrical Installation Regulations

All electrical installations shall be inspected and approved by an accredited electrical inspector and a valid Certificate of Compliance must be issued for the installation.

All electrical installations carried out on site (permanent and temporary) must be in accordance and comply with the Electrical Installation Regulations.

All power supplies and generating units must be fitted with a functional earth leakage device.

19.15 Temporary Storage of Flammable Liquids

Comply with Construction Regulation, Section 25 and General Safety Regulations, Section 4

The Contractor must ensure storage areas of flammable liquids are well ventilated and “No Smoking” signs are placed at the entrances and ventilation ducts of the storage areas. Firefighting equipment must be available in suitable positions around the storage areas.

The Contractor must ensure that good housekeeping is practiced in and around the flammable storage areas.

19.16 Water Environments

Comply with Construction Regulation, Section 26

The Contractor must ensure that a lifejacket forms part of the employees PPE and is worn when the employee is exposed to the risk of drowning, by falling into water.

The risk assessment must make provision for the rescuing of persons in danger of drowning and for preventing employees from falling into the water.

When working over water environments, Section 10 of the Construction Regulations – Fall Protection will also apply.

19.17 House-keeping

Comply with Construction Regulation, Section 27, Environmental Regulations for Workplaces, Section 6(3)

The Contractor shall ensure that suitable and acceptable housekeeping is continuously implemented and maintained on the construction site. Off-cuts and waste must be removed by the end of the shift or as soon as practicable.

19.18 Stacking & Storage of Material & Equipment

Comply with Construction Regulations, Section 28 and General Safety Regulations, Section 8

The Contractor shall appoint a competent person in writing with the duty of supervising all stacking and storage operations on site.

Stacking shall only take place in areas specifically demarcated for this purpose. Circular items must be secured with wedges or chocks.

Items removed from a stack shall only take place from the top most layer of the stack.

Stacks shall not obstruct any fire extinguishing equipment, first aid equipment, electrical switchgear (DB Boxes) and ventilation or lighting installations.

Unstable stacks must be broken down immediately.

19.19 Fire Precautions

Comply with Construction Regulation, Section 29.

The Contractor must provide his own firefighting equipment that is within the service date and safe for use. Firefighting equipment must be on a register and inspected by a competent person who has been appointed in writing.

Suitable and sufficient fire extinguishing equipment must be placed at strategic locations and a sufficient number of firefighters must be available, which must be trained in the use of it.

19.20 Intoxicating Liquor and Drugs

Comply with General Safety Regulations, Section 2A

The site limit for intoxication is set to zero to complement a vision of zero tolerance

Any person found to be intoxicated, or consuming intoxicating liquor or illegal drugs, will not be allowed onto the premises and/or will be removed from the premises.

The Contractor has the right to test any person entering the premises for intoxicating liquor or illegal drugs and may refuse entrance on the basis of the outcome of the test.

The Contractor shall ensure that employees taking prescription medicine informs the Contractor of such and shall ensure that the side effect of such medicine does not constitute a hazard to the employee himself or people working in close vicinity to the employee.

19.21 Confined Space Work & Tunnelling

Comply with Construction Regulation, Section 15 and General Safety Regulations, Section 5

The Contractor shall ensure that only authorized persons enter confined spaces.

An entrance log must be kept ensuring people are not left inside the confined space. Adequate air monitoring must be carried out before entering the confined space. When air monitoring indicated the oxygen to be less than 20% by volume, the confined space must be purged and ventilated to obtain a safe atmosphere or self-contained breathing apparatus must be used.

19.22 Site Services

The Contractor shall provide and maintain on the Site adequate and suitable sanitary services and a supply of potable water for the Contractor's, the Employer's and the Engineer's personnel engaged on the Contract and, if necessary, similar facilities elsewhere for such personnel off the Site

Drinking Water

The Contractor must ensure that an adequate supply of potable drinking water is available for the Contractor's, the Employer's and the Engineer's personnel engaged on the Contract and, if necessary, similar facilities elsewhere for such personnel off the Site. Employees working in hot conditions must consume enough water per hour to prevent dehydration.

Where water is unsafe for human consumption, it must be so indicated by means of adequate signage.

Accommodation

The Contractor shall comply with the requirements of Construction Regulation 30 with regards to employee's facilities and accommodation. Reasonable and suitable living accommodation must be provided to employees who are far removed from their homes.

I _____, duly authorised to sign this Health and Safety Specification on behalf of _____ (the Contractor), do hereby declare that I acknowledge having read and understand this Health and Safety Specifications.

Signed at _____ on this ____ day of _____ 20____.

Contractor Representative Name

Signature

Date

D3: OHS Audit Questionnaire

Refer to EXCEL file provided

APPENDIX C

INTEGRATED TRANSPORT INFORMATION SYSTEM

Integrated Transport Information System

ITIS Public User Registration

July 2018

Publication Details

Documentation Details

This document was developed for the South African National Road Agency (SANRAL). For content revisions, questions, or comments, contact the writer at itisissues@nra.co.za.

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Revision History

Revision	Description of Change	Author	Effective Date
0	Initial Release	K Niebuhr	July 2018

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Technical Support

For technical support please send an email to ITIS Support at itisissues@nra.co.za. The email needs to contain a short description of the problem in the Subject field. Please note that emails without a subject will be rejected. In the body of the email please describe your problem and provide your contact details.

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1. REGISTRATION.....C-176

Registration

To register a new ITIS user, go to the ITIS website <https://itis.nra.co.za>

- i. Click on Register and accept the Term and Conditions and click on Next
- ii. Select Public User from the dropdown on the registration category screen. Click on Next

Register - Registration Category

Please select service provider or authority user

Registration Category

Public User

Service Provider: Any person who has authorisation to work for a relevant roads authority and is not a direct employee of the authority.

Authority User: Any person who is employed directly by a relevant roads authority. Please do not attempt to register here if you are not a direct employee as your registration will be declined.

Public User: Any person who is not employed directly by a relevant roads authority. Please do not register here if you are a direct employee.

Registration Category

Previous Next Close

Figure 1: Registration Category

- iii. Complete the User details form:

Register - User Details

e-Mail address

e-Mail address

Confirmation e-mail address

Confirmation e-mail address

Password

Password

Confirm password

Confirm password

Security Question

Please select

Security answer

Security answer

Name

Name

Surname

Surname

☒ I have a valid RSA ID number

User Details

Previous Next Close

Figure 2: User Details

- **E-Mail Address** - This email address will be used as your user name to access this website and the ITIS software. Each user must have their own email address and users will not be allowed to share an email address

- **Password** - This password will be required when trying to access the website and the ITIS software. The password must contain at least 1 UPPERCASE letter, 1 lowercase letter, 1 special character and 1 number
- **Security Question** - Select a security question from the dropdown. This question will be used for confirmation when resetting your password
- **Security Answer** - Enter the answer to the question selected above
- **Name** - Your name
- **Surname** - Your surname
- **Telephone Number** - Your telephone number at the office
- **Mobile Number** - Your mobile number
- **Fax Number** - Your Fax number

- iv. Click on Next
- v. Enter the characters as seen on the Captcha Image and click on Register
- vi. Clicking on Register will send a verification email to the email address you specified. Open the email and click on the email verification link.

ITIS : User Account

New account

A request for access to <http://itisqa.nra.co.za/Portal/> was made:

User: Kallie Niebuhr

Organization: SANRAL

Product/s:

- Incident Capture - Module used for capture of Incident Data
- Project Info - Module used for capture of employment data
- RRM - Module used for the administration of routine road maintenance

[Click here](#) to verify your e-mail address.

Thanks,
The ITIS team

Figure 3: Verification Email

- vii. After a successful email verification, you should be able to Login

PART C5: ANNEXURE
