

SANRAL
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



**BUILDING SOUTH AFRICA
THROUGH BETTER ROADS**

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL: 1002/58600/2025

SCM REFERENCE NUMBER: 2025/0414

REQUEST FOR INTEREST (RFI): SANRAL HO FOR SANRAL RESEARCH PANEL

ISSUE DATE: 20 MARCH 2026

CLOSING DATE: 29 APRIL 2026

CLOSING TIME: 12:00 PM

SECTION 1: SBD1 FORM**PART B
INVITATION TO BID**

BID NUMBER:	1002/58600/2025	ISSUE DATE:	20 March 2026	CLOSING DATE:	29 April 2026	CLOSING TIME:	12:00	
DESCRIPTION	REQUEST FOR INTEREST FOR SANRAL RESEARCH PANEL							
VALIDITY PERIOD	90 calendar days including the first day and the last day.							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:								
ProcurementNR4@SANRAL.co.za								
CONTACT PERSON	Procurement Officer							
TELEPHONE NUMBER	N/A							
E-MAIL ADDRESS	ProcurementNR4@SANRAL.co.za							
SUPPLIER INFORMATION								
NAME OF BIDDER								
POSTAL ADDRESS								
STREET ADDRESS								
TELEPHONE NUMBER	CODE				NUMBER			
CELLPHONE NUMBER								
E-MAIL ADDRESS								
VAT REGISTRATION NUMBER								
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE		UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]								
	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?						<input type="checkbox"/> Yes <input type="checkbox"/> No	[IF YES, ANSWER QUESTION AIRE 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							

	<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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 1.3 BELOW.</p>
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**PART B
 TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED

(Proof of authority must be submitted e.g. company resolution)

DATE:

SECTION 2: NOTICE TO BIDDERS

1. INSTRUCTIONS TO BIDDERS

1.1 Submission of bid

The RFI submissions will close at **12h00** on Wednesday, **29th April 2026** and all RFI documentation must be sealed in a clearly marked envelope and placed in the tender box.

Bids shall be clearly marked with the RFI reference number and sealed in an envelope when placing in the tender box and addressed to:

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

36 Assegaai Wood Street

Rooihuiskraal Ext.39

Centurion

0157

- 1.1.1** Bidders **must submit one original plus one hard copy and electronic copy (e.g. on compact disk or memory stick)**. Additional supporting information can be provided in a separate file and cross-referenced in the main submission. The RFI envelope must also contain the Bidder's details on the back of the envelope.
- 1.1.2** No bid may be withdrawn after it has been submitted to Sanral unless the Bidder so requests in writing and such request is received by Sanral before the scheduled closing date. All bids received by Sanral on or before the scheduled closing date and time shall be valid and binding for a period of 90 (ninety) working days calculated from the last scheduled closing date ("validity period"). During the validity period or any extensions to the validity period, bid prices shall remain firm save only for cost variations as are measurable by the permissible contract price adjustments as set out elsewhere in this document.
- 1.1.3** No telegraphic, e-mailed or faxed bids will be accepted.
- 1.1.5** Properly motivated alternatives may be submitted but will only be considered **if a compliant offer has been submitted**. The alternative shall be approached and priced to the same detail as required by this RFI.
- 1.1.6** Bidders will be judged on the basis of the information submitted by the due date as well as additional information as may have been requested by Sanral. A Bidder will be disqualified for the furnishing of, misleading or incorrect information, which Sanral may rely upon in the selection of a preferred Bidder.
- 1.1.7** Bidders must ensure that their bids contain all documents as specified in this RFI.

1.2 Clarification

If a Bidder considers that any of the RFI documents are deficient in any respect and require clarification, or if any words or figures are indistinct or ambiguous, or should Bidders have any queries regarding this document they may contact SANRAL by **e-mail** using the contact information stated in the SBD 1 Form.

Enquiries will close at 16h00 on Wednesday, 22 April 2026. Sanral will not be obliged to respond to any queries received after this date. No unauthorised alteration, addition or note entered by the Bidder in the RFI documents shall modify the issued RFI.

1.3 Formal Briefing

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Sanral contact person indicated in SBD 1 Form.

1.1 Conflicts of Interest

Bidders are required to identify and to disclose as soon as possible any conflict of interest or potential conflict of interest to Sanral. Bidders should contact Sanral for clarity on whether a conflict of interest actually exists or not. The existence of a conflict of interest, or a failure by a bidder timeously to disclose any such conflict or part conflict of interest, may result in the bidder's bid being disqualified.

1.2 Participation in More than One Bid

No bidder or any member of the bidder's consortium may participate or have an interest (whether direct or indirect) in any other bidder or in any member of any other bidder's consortium for purposes of submitting a bid.

1.3 Collusion with others

Bidders may not negatively engage or collude with any Service Providers, whether local or international, for purposes of submission of bids in response to the RFI. Such action will lead to disqualification with no further evaluation of their bid.

1.4 Communication

Specific queries relating to this RFI before the closing date of the RFI should be submitted to the contact person stated in the SBD 1 Form 5 days before tender closing date. In the interest of fairness and transparency Sanral's response to such a query will then be made available to other bidders.

It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Sanral in respect of this RFI between the closing date and the date of the award of the business.

Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

Respondents may also, at any time after the closing date of the RFI, communicate with the name of delegated individual on any matter relating to its RFI response:

All unsuccessful bidders have a right to request Sanral to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

1.5 Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Sanral through this RFI process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Sanral.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one

consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in the specific goals Claim Form.

1.6 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

1.7 Disclaimers

Respondents are hereby advised that SANRAL is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Quotation in response to it. Please note that Sanral reserves the right to:

- modify the RFI's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFP's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFI;
- split the award of the order/s between more than one Supplier/Service Provider should it at Sanral's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Sanral to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

- ***If there are any queries during the Bid process and any other period after the Bid closure, Bidders are advised to forward the queries to the email address indicated in SBD1 form. If no responses are received, Bidders are requested to send the follow up email to scmcomplaints@sanral.co.za.***

1.8 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

1.9 Johannesburg Stock Exchange Debt Listing Requirements

Sanral may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

1.10 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Sanral is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

For this purpose, the attached SBD 1 Form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.

1.11 Tax Compliance

Respondents must be compliant when submitting a proposal to Sanral and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

**Sanral urges its clients, suppliers and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS:**

0800

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T1. SUBMISSION DATA

The conditions for the calling for expressions of interest are the standard conditions for calling for expressions of interest as contained in SANS 10845-4:2015 Edition 1.

The standard conditions for calling for expressions of interest make several references to the submission data. The submission data shall have precedence in the interpretation of any ambiguity or inconsistency between the submission data and the standard conditions for calling for expressions of interest. Each item of data given below is cross-referenced to the subclause in the standard conditions for calling for expressions of interest to which it mainly applies.

Clause Number	Submission Data
2	<p>2.8 Amend “Respondent shall also mean researcher, sole proprietor or individual that submit an expression of interest in response to an invitation to do so.”</p> <p>2.10 Bidder shall have the same meaning as respondent.</p>
3.1	<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, Pretoria, 0184</p> <p>The Employer’s address for communication relating to this project is: SANRAL, Head Office 48 Tambotie Avenue Val De Grace, Pretoria, 0184</p>
3.2	<p>The documents associated with the calling for expressions of interest issued by the employer comprises of:</p> <p>T1. Submission data</p> <p>T2. Indicative scope of work</p> <p>T3: Scope of work</p> <p>T4: Selection Criteria</p> <p>T5: Conditions of Contract</p> <p>24: Submission of expression of interest documentation and required forms</p>
3.4	The language for communications is English
4.1.	<p>Only those respondents who satisfy the following eligibility criteria are eligible to submit expressions of interest.</p> <p>1) who are registered on the CSD database of National Treasury at the close of call For Expression of Interest; and</p> <p>2) Mandatory requirements</p> <p>a. Masters and PhD students who apply must be from; designated group(s) meaning black people, women and people with disability who are citizens of the Republic of South Africa by birth or descent or became citizens of</p>

Clause Number	Submission Data
	<p>the Republic of South Africa by naturalization before 27 April 1994 or after 26 April 1994 and would have been entitled to acquire citizenship by naturalization prior to that date but who were precluded by Apartheid policies, and</p> <p>b. All applicants must have a google scholar profile.</p> <p>Failure to meet the specific requirement for the respective eligibility criteria will result in a non-eligible submission.</p>
4.7	<p>The Employer's address for delivery of submissions and identification details to be shown on each submission package are:</p> <p>Location of tender box: SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED 36 Assegaai Wood Street Rooihuiskraal Ext. 39 Centurion 0157</p> <p>Identification details: Place the completed hard copy and flash drive in a package marked as follows:</p> <p>FULL NAME AS PER IDENTITY DOCUMENT: _____</p> <p>SURNAME: _____</p> <p>EMAIL ADDRESS: _____</p> <p>PROJECT/CONTRACT NO HO - 1002/58600/2025: REQUEST FOR INTEREST (RFI) – SANRAL RESEARCH PANEL.</p> <p>RESEARCH FOCUS AREA FOR WHICH THE APPLICATION IS BEEN MADE (insert name and number of research focus area): _____</p> <p><u>Important Note: -</u> <u>Respondents (who are interested in more than one research focus area must submit separate full application for each research focus area. In the event of combining applications only one research focus area will be selected by the evaluation team.</u></p> <p>Submissions must be submitted during hours (09:00 to 16:00) Monday to Friday at the Employer's address.</p> <p>It is in the respondent's interest to ensure that the delivery of the submission is recorded in the Employer's submissions received register and deposited in the submission box.</p>
5.2	The Employer shall issue Addenda until 10 (ten) working days before submission closing date.
5.7.1	5.7.1.1 Prior to disqualification, the Employer shall inform the Respondent and give the Respondent an opportunity to make representations within 14 (fourteen) days as to why the

Clause Number	Submission Data
	<p>submission submitted should not be disqualified and as to why the Respondent should not be restricted by the National Treasury from conducting any business with any Organ of State for a period not exceeding 10 (ten) years.</p> <p>5.7.1.2 In the event of disqualification, the Employer may, at its sole discretion, claim damages from the Respondent and impose a specified period during which submissions will not be accepted from the offending Respondent, and the Employer shall inform the National Treasury in writing.</p>
5.7.2	<p>5.7.2.1 A substantially responsive submission is one in which all the material information and documentation submitted at close of expression of interest contains non-material and non-conformities to the bid specifications but are not in no way whatsoever, related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information, may not in no way whatsoever be prejudicial towards the offer and claimed preference of any responsive submission or be construed to be giving an unfair advantage to any submission.</p> <p>5.7.2.2 A responsive submission is also one that conforms to all the terms, conditions, and scope of work of the expression of interest documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification.</p>
5.9	<p>Additional to the procedure the evaluation criteria described in the following paragraphs shall be used for responsive submissions. The evaluation criteria for measuring quality (functionality), the weight of each criterion; and the applicable sub values are listed in Table 1. The applications received shall be evaluated according to the pre-determined standard method of awarding points and any rejection of applicants recorded.</p> <p>The respondent must obtain a minimum score of 30 points out of 100 to be eligible for inclusion in the panel.</p> <p>Table 1: Evaluation criteria</p>

Clause Number	Submission Data		
	Quality Criteria	Description of quality criteria	Maximum number of Submission evaluation points
	Highest Qualifications	Highest relevant tertiary qualification in Engineering, Geology, Town Planning, etc	20
	Research Experience	Years of experience in conducting research (consulting and other engineering activity does not qualify)	10
	Research Publications All	As per die Department of Higher Education Policy, Peer reviewed publications in Conferences, Accredited journals and book chapters are allowed (Masters and PHD thesis do not count)	10
	Research Publications – Last 7 Years	As per die Department of Higher Education Policy, Peer reviewed publications in Conferences, Accredited journals and book chapters are allowed (Masters and PHD thesis do not count)	20
	H Factor	Refers to the H-factor based on the number of citations of the author. This will be obtained from Google Scholar. It is compulsory to create a Google Scholar Profile	20
	Guidelines and manuals	These are new or substantially improved national guidelines or manuals authored by the applicant or at least partially authored by the applicant. For engineering this typically will include TRH and TMH series.	10
	Project Rand Value	This is the Rand value of Research Projects in which the applicant participated in over his or her career	10
	Total evaluation points for quality (Ms)		100
	Detailed evaluation criteria:		
	5.9.1 Highest Qualifications (HQ)		
	The Highest Qualifications of the applicant will be rated as in table below.		
	Description	Values	HQ Points
	Highest Qualification (HQ)	NQF 6 - National Diploma	2
		NQF 7 - Bachelor's degree or B-tech	6
		NQF 8 – Honours degree	10
		NQF 9 – Master's degree	14
		NQF 10 – PhD	20
	5.9.2 Research Experience (RE)		
	Years of experience in conducting research of the applicant (consulting and other engineering activity does not qualify) will be rated as in table below.		
	Description	Values	RE Points
	Years of Research Experience	1 - 5 years	2
		6 - 10 years	4
		11 - 15 years	6
		16 - 20 years	8
		> 20 years	10

Clause Number	Submission Data														
	<p>5.9.3 Research Publications – All (RPA) Research publication equivalents will be calculated as per the Department of Higher Education Policy and rated as follows: -</p> <ul style="list-style-type: none"> • Peer reviewed and published Conference paper = 0.5 equivalents • Accredited journal article = 1 equivalent • Peer reviewed book chapter = 1 equivalent <p>The total of all research publications of the applicant will be rated as in table below.</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Values</th> <th>RPA Points</th> </tr> </thead> <tbody> <tr> <td rowspan="5">Research Publications – All (RPA)</td> <td>RPA < 6 equivalents</td> <td>2</td> </tr> <tr> <td>7 ≤ RPA < 14 equivalents</td> <td>4</td> </tr> <tr> <td>15 ≤ RPA < 19 equivalents</td> <td>6</td> </tr> <tr> <td>20 ≤ RPA < 24 equivalents</td> <td>8</td> </tr> <tr> <td>RPA ≥ 24 equivalents</td> <td>10</td> </tr> </tbody> </table>	Description	Values	RPA Points	Research Publications – All (RPA)	RPA < 6 equivalents	2	7 ≤ RPA < 14 equivalents	4	15 ≤ RPA < 19 equivalents	6	20 ≤ RPA < 24 equivalents	8	RPA ≥ 24 equivalents	10
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Research Publications – All (RPA)	RPA < 6 equivalents	2													
	7 ≤ RPA < 14 equivalents	4													
	15 ≤ RPA < 19 equivalents	6													
	20 ≤ RPA < 24 equivalents	8													
	RPA ≥ 24 equivalents	10													
	<p>5.9.4 Research Publications – Last 7 (2015 – 2022) Years (RP7) Research publication equivalents will be calculated as per the Department of Higher Education Policy: -</p> <ul style="list-style-type: none"> • Peer reviewed and published Conference paper = 0.5 equivalents • Accredited journal article = 1 equivalent • Peer reviewed book chapter = 1 equivalent <p>The total of research publications in last 7 years (RP7) of the applicant will be rated as in table below.</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Values</th> <th>RP7 Points</th> </tr> </thead> <tbody> <tr> <td rowspan="5">Research Publications – Last 7 Years (RP7)</td> <td>RP7 < 2 equivalents</td> <td>4</td> </tr> <tr> <td>2 ≤ RP7 < 4 equivalents</td> <td>8</td> </tr> <tr> <td>4 ≤ RP7 < 6 equivalents</td> <td>12</td> </tr> <tr> <td>6 ≤ RP7 < 7 equivalents</td> <td>16</td> </tr> <tr> <td>RP7 ≥ 7 equivalents</td> <td>20</td> </tr> </tbody> </table>	Description	Values	RP7 Points	Research Publications – Last 7 Years (RP7)	RP7 < 2 equivalents	4	2 ≤ RP7 < 4 equivalents	8	4 ≤ RP7 < 6 equivalents	12	6 ≤ RP7 < 7 equivalents	16	RP7 ≥ 7 equivalents	20
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	6 ≤ RP7 < 7 equivalents	16													
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Description	Values	HF Points													
H Factor (HF)	HF = 1	1													
	HF = 2 ≤ HF ≤ 9	5													
	10 ≤ HF ≤ 14	10													
	15 ≤ HF ≤ 19	15													
	HF ≥ 20	20													
	<p>5.9.6 Approved Guidelines and Manuals (GM) These are new or substantially improved national guidelines or manuals authored by the applicant or at least partially authored by the applicant will be rated as in table below.</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Values</th> <th>GM Points</th> </tr> </thead> <tbody> <tr> <td></td> <td>GM = 1</td> <td>2</td> </tr> </tbody> </table>	Description	Values	GM Points		GM = 1	2								
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	Guidelines & Manuals (GM)	GM = 2 GM = 3 GM = 4 GM ≥ 5	4 6 8 10																																								
	<p>5.9.7 Project Rand Value (PR) The total rand value of research projects in which the applicant participated in over his or her career will be rated as in table below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Description</th> <th style="text-align: center;">Values</th> <th style="text-align: center;">PR Points</th> </tr> </thead> <tbody> <tr> <td rowspan="5" style="text-align: center; vertical-align: middle;">Project Rand Value (PR)</td> <td style="text-align: center;">PR < R 5 million</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">R5 million ≤ PR < R10 million</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">R10 million ≤ PR < R15 million</td> <td style="text-align: center;">6</td> </tr> <tr> <td style="text-align: center;">R15 million ≤ PR < R20 million</td> <td style="text-align: center;">8</td> </tr> <tr> <td style="text-align: center;">PR > R20 million</td> <td style="text-align: center;">10</td> </tr> </tbody> </table> <p>5.9.8 Applicant Research Categorisation</p> <p>The overall score for an applicant will be calculated as the sum of the individual score obtained according to following formula:</p> <p>Overall Score (OS) = HQ + RE + RPA + RP7 + HF + GM + PR</p> <p>The applicant will then be categorised according to his overall score as follows:</p> <table border="1" style="width: 100%; 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5.10	All requests shall be in writing.		
SPECIAL CONDITIONS			
SC 1	The submissions validity period is 90 calendar days.		
SC 2	<p>The additional conditions of submission are:</p> <p>1. Jurisdiction Unless stated otherwise in the submission data, each respondent and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.</p>		
SC 3.1	<p>Selection process from the panel</p> <p>SC 3.1.1 Once the panels of researchers have been approved, all the successful respondents per research focus area shall attend a two (2)-day research focus area workshop (participating applicants will not be compensated for any costs associated with attending the 2-day workshop), to along with SANRAL/other Authorities/Industry confirm the identified short (± 2 years) /medium (± 5 years) and long term (> 5 years) research needs per research focus area and prioritise them.</p> <p>SC 3.1.2 Panel members will be given the opportunity to indicate their interest in the preliminary list of research priorities. The outcomes of the workshop will be recorded in a research focus area workshop report and SANRAL shall determine the final research priorities and panel members shall confirm their interest and team leaders for each project will be appointed. Only category A or B researchers shall act as team leaders. In addition, Master and PhD students will be allowed to join teams. All students to comply with the selection criteria of the relevant university.</p>		
SC 3.2	Respondent so notified must be able to be called upon for a period of 12 months after date of notification to enter into an agreement with SANRAL.		
SC 3.3	SANRAL reserves the right to call for interviews with short-listed service providers before final selection.		
SC 3.4	Respondent permanently employed will not be contracted within their personal capacity, but a contract will be entered with the researchers/individual's employer. In the event of the researcher resigning to take up employment elsewhere the researchers/individual's employer will be given the opportunity to replace such researcher with a researcher from the institution and who are on the SANRAL research panel provided the replacement is of the same category as the original researcher. SANRAL shall approve any changes.		

Clause Number	Submission Data
SC 3.5	Contracts will be subject to all prescribed legislation and/or practise notes of National Treasury active at time of award. Contracts will also be subjected to SANRAL's transformation policy and supply chain management requirements.
SC 3.6	Only category A or B researchers shall be appointed by SANRAL as research team leaders.
SC 3.7	Applicants that do not qualify, but still want to participate in the research programme, will need to enrol as either a Master or PhD student to enable them to be allocated to relevant research groups.
SC 3.8	Full time employees to utilise 600 hours per annum.
SC 3.9	Respondents who are self-employed, employees of CSIR and HSRC may utilise 1700 hours per annum.
SC 3.10	Respondent may participate in maximum 5 projects over a period of 3 years.
SC 3.12	Submitting your credentials does not guarantee a place as team leader or member of the research panel.
SC 3.13	Updating of the panel The appointment as member on the SANRAL research panel will be for a period of three years.
SC 3.14	Payments for work done will only be made on achievement of predefined milestones and according to completed tasks.
SC 3.15	The performance of each member of a research team will be frequently monitored, and if member is found not to be performing, his/her membership of the team will be terminated, and the individual will not be considered for any other research appointment for a minimum of 3 years from date of termination.
SC 3.16	The respondent is tax compliant. The recommended tenderer who becomes non-compliant prior to award shall be notified and must become compliant within 7 (seven) working days of the date of being notified. A recommended tenderer who remains non-compliant after the

Clause Number	Submission Data
	7 (seven) working days of being notified shall be declared non-responsive.

T2. INDICATIVE SCOPE OF WORK

1. Background

The high-level requirements for a world-class road transport system in any country are:

1.1 Effective

The core function of our transport system is to connect people domestically and internationally. Transport links employees, employers and businesses, and enables access to services and social connections. Transport also enables international tourism and is part of the supply chain that delivers goods to domestic and international markets. The transport system needs to move people and freight where they need to go in a timely manner.

1.2 Efficient

The benefits of investment in the transport system include its contribution to the functioning of a successful, competitive economy and a connected society. The transport system needs to deliver the right infrastructure and services to the right level at the best cost.

1.3 Resilient

The transport system has infrastructure that often has a long life and services that shape long-term land use, so the transport decisions that we make today must accommodate future needs and uncertainties as well as current requirements. A resilient transport system requires planning and management that considers risk identification and risk reduction or mitigation, readiness, response and recovery. The transport system needs to meet future transport needs, endure, respond and adapt to shocks.

1.4 Safe and responsible

Transport can have undesirable consequences, such as road crashes, greenhouse gas emissions and other environmental impacts (including on the built environment), and public health impacts (such as air quality, noise and heart disease). The transport system needs to reduce harms from transport.

Increasing demands, limited resources, and greater expectations will be the driving themes for transportation in the new century. The South African road transportation system is critical to the continued growth of the country's economy. Despite the successes of the past, the transportation system will be hard pressed to meet the challenges of the future as demands for safety and efficiency grow faster than the available resources. Transportation research has provided substantial benefits and has yielded many advances and innovations that have contributed to improvements in all aspects of the transportation system, including longer lasting pavements (i.e. G1), structurally sound bridges, and advanced traffic systems. Continuing such research is crucial to ensuring advances that will save lives, time, and money.

Meeting the challenges ahead, transportation managers will need the benefits of technology and innovation development with deployment that only a carefully considered, well-developed, and clearly communicated research programme can provide. The current constraints faced by SANRAL and South Africa regarding a transportation system include:

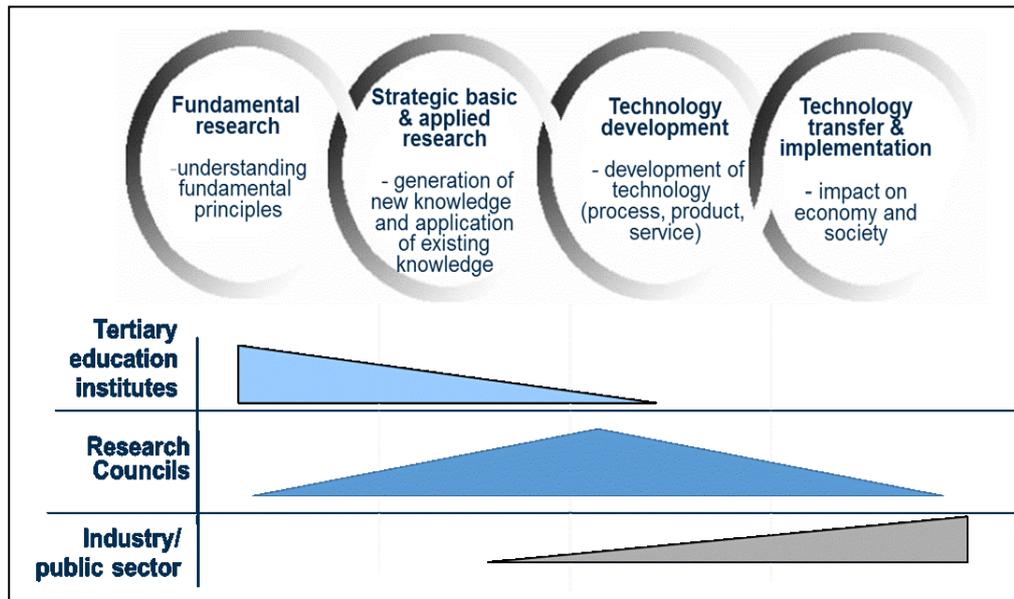
- the dire lack of civil engineers compared with other countries. In their Infrastructure Report Card, SAICE indicates that in Europe, North America, India and China there are 130 to 450 people per engineer. In South Africa this ratio is 3200 to one – a tenfold disadvantage. In addition, this scientific and engineering workforce is aging and predominantly white males. The evidence is clear that there are currently insufficient new entrants, including women, to undergraduate and postgraduate Science, Engineering, and Technology (SET) ranks. Overcoming these “frozen demographics” represent a significant challenge, and
- the availability of traditional road construction materials used in South Africa are decreasing and new materials and/or techniques are required to enable higher traffic volumes to be carried at acceptable service levels. This necessitates the need for a continuous local research and innovation programme. For the research and innovation programme to be successful, it is vital to ensure that critical mass is maintained. In the current scenario in South Africa where there is a dearth of civil engineering and other transportation engineering related skills, this can only be achieved by optimising the utilisation of all the current research facilities and staff at Tertiary Education Institutes, Research Councils and Industry/public sector.

It is important to distinguish between the research conducted at Tertiary Education Institutes, Research Councils and Industry/public sector to clarify the focus of each. The Frascati Manual¹ classifies research into the following four types as indicated in Figure 1:

- Fundamental – focus on the understanding of fundamental principles – mainly conducted by academic institutions;
- Strategic basic and applied – generation of new knowledge as well as the application of existing knowledge – combination of academic and research council involvement;
- Technology development – development of technologies such as processes, products and services – mainly research council responsibility, and
- Technology transfer and implementation – transfer and implementation of technologies into general society – mainly industry/public sector responsibility.

¹ Frascati Manual, 2002. Proposed Standard Practice for Surveys on Research and Experimental Development, OECD. France.

Figure 1: RESEARCH & INNOVATION Classification based on OECD Frascati² Manual



It is against the above backdrop that the need for a collaborative effort between Tertiary Education Institutes, Research Councils and Industry/public sector was identified by SANRAL to ensure:

- maximum co-operation between the parties to create the critical mass in laboratory facilities and human resources within multidisciplinary research teams, to address the above challenges efficiently as well as avoid costly duplication of facilities;
- creation of a stable research funding stream, and
- alignment of bursary and studentship programmes to ensure the required throughput from which the research capability can be re-built whilst addressing the frozen demographics.

The value proposition of the above proposed collaborative research partnership is the following:

- High quality facilities to provide a platform for quality training, laboratory testing and research in transportation engineering ensuring the optimal use of existing laboratories and testing facilities;
- A unified effort to train engineers, technologists, technicians, and materials testers for the transport engineering sector resulting in:
 - Increased number of civil engineers, technologists, technicians and material testers skilled in transportation engineering;
 - Increased number of Master's and PhD degrees in transportation engineering that generate new knowledge in transportation engineering and researchers for the future, particularly to address capability that has been lost at research councils, and
 - A pipeline of transportation engineers that have been exposed to the latest technologies and methods that will be taken up in government and industry.
- Unified research co-operation between parties to ensure:

² Frascati Manual, 2002. Proposed Standard Practice for Surveys on Research and Experimental Development, OECD. France.

- Increased quality of research, development and implementation of new knowledge and technology with local relevance;
- Increased number of research outputs in terms of publications, technology demonstrators and pilot projects;
- Enhanced impact in the transport sector through implementation of new and sustainable solutions that improve transportation performance, reduces construction cost and reduces maintenance cost;
- Reduced impact on the environment through “green’ solutions, recycling of materials, re-use of materials, and energy saving, and
- Better performing transportation infrastructure and the associated reduction in user operating costs.

T3. THE SCOPE OF WORKS

1. Research focus areas

The subject matter of the envisage research projects extends across the full spectrum of concern within the transportation and peripheral industry, and are grouped into research focus areas, with typical research topics listed for each in table below. Indicate the selected research focus for this application, using a X. Also refer to paragraph 3.7.

Research Focus Area 1	Asset Management	Selection
Typical Research Topics	<ul style="list-style-type: none"> • Asset Management • Automated Condition Monitoring • Automated Image Processing • Automated Inventory Monitoring • Big Data Analysis and Visualisation • Cross Asset Resource Allocation • Life Cycle Analysis (LCA) • Remote Sensing • Testing and Instrumentation • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	
Research Focus Area 2	Geotechnical	Selection

Typical Research Topics	<ul style="list-style-type: none"> • Anchors • Airborne Geophysical Surveys • Blasting • Borehole Geophysics • Drilling and Ground Truthing • Gabions • Ground Geophysical Surveys • Ground Improvement • Lateral Support • Mechanically Stabilised Earth Retaining Walls • Piling • Remote Sensing • Slope Stability • Testing and Instrumentation • Tunnelling • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	
Research Focus Area 3	Future Transportation	Selection
Typical Research Topics	<ul style="list-style-type: none"> • Access Management • Alternative Fuels • Autonomous Vehicles (AV) • Connected Vehicle (CV) Infrastructure • Data analytics – Big Data • Intelligent Transportation Systems • Future Transport Modes – i.e. Hyperloop • Remote Sensing • Research impact assessment • Transport technology foresight studies • Smart Infrastructure/ Smart Roads • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	
Research Focus Area 4	Pavements	Selection

Typical Research Topics	<ul style="list-style-type: none"> • Asphalt Technology • Binder Technology • Bituminous Material Technology • Cemented Material Technology • Climatic Modelling • Concrete Technology • Construction • Construction Quality Assurance • Deflection Analysis • Design and Analysis - Finite Element • Design and Analysis - Mechanistic Empirical • Geosynthetics (e.g. Geotextiles) • Granular Material Technology • Intelligent Compaction • Maintenance • Materials Quality Assurance • Nano Technology • Particulate Media and Discreate Elements • Pavement Performance • Pre-Cast Pavements • Seal Technology • Surface Characteristics • Sustainable Material Technology and Utilisation • Testing and Instrumentation • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	
Research Focus Area 5	Drainage & Hydraulics	Selection
Typical Research Topics	<ul style="list-style-type: none"> • Climate Change • Construction Quality Assurance • Culvert Inlet Efficiency Modelling • Design Hydrology • Drainage Manual for South Africa updating • Flood Estimation • Flood Hydraulics • Scour at base of Structures • Sedimentation • Subsurface Drainage • Storm water Management • Weather Monitoring/Forecasting • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	

Research Focus Area 6	Structures	Selection
Typical Research Topics	<ul style="list-style-type: none"> • Bridge Joints • Construction • Construction Quality Assurance • Design and Analysis - Finite Element • Design and Analysis - Mechanistic Empirical • Design Loads • Design of Integral and semi-integral bridges • Design for no or minimal maintenance • Design of piles • High Strength Concrete • Maintenance • Materials Quality Assurance • Mechanics and Foundations • Mechanically Stabilised Earth Retaining Walls – see also geotechnical • Nano Technology • Non- corrosive reinforcing • Prefabricated Bridge Elements • Tunnels • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	
Research Focus Area 7	Traffic	Selection
Typical Research Topics	<ul style="list-style-type: none"> • Access Management • Automatic Number Plate Recognition (ANPR) • Dynamic Travel Information • Functional Classification • Geometric Design • Highway Capacity • Intersection Control • Roundabouts • Sight Distances • Testing and Instrumentation • Traffic Management System • Traffic Flow • Traffic Monitoring – Manual • Traffic Monitoring - Automated • Traffic Signals and Systems • Weigh-in-Motion (WIM) • Contractual Specifications & Procedures • TRH/TMH Guidelines 	

	<ul style="list-style-type: none"> Any other related topic of research 	
Research Focus Area 8	Road Safety	Selection
Typical Research Topics	<ul style="list-style-type: none"> Assessments and Audits Crash Prediction Models Education Emergency Management Human Factors Intersection Safety Pavement Reflectance (lighting) Pedestrians and Cyclists Safety Psychology Road Safety Barriers – Road Signs Road Markings Safety Data and Analysis Social Anthropology Sociology Setting of Speed Limits Speed Management Visibility (Lighting) Work Zone Safety Contractual Specifications & Procedures TRH/TMH Guidelines Any other related topic of research 	
Research Focus Area 9	Transportation Planning	Selection
Typical Research Topics	<ul style="list-style-type: none"> Land Use Planning Mobility Modes of Transport Multimodal Freight Transportation Public Transport Road User Surveys and Outreach Simulation Models Survey Sample Size Travel Demand Management Travel Demand Models Urban Forms Contractual Specifications & Procedures TRH/TMH Guidelines Any other related topic of research 	
Research Focus Area 10	Environment	Selection

Typical Research Topics	<ul style="list-style-type: none"> • Air Quality • Biodiversity • Energy Efficiency • Emissions • Life Cycle Analysis • Natural Resource Utilisation • Recycling/ Resource Efficiency • Roadway Noise • Storm water Management • Sustainability • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	
Research Focus Area 11	Communications	Selection
Typical Research Topics	<ul style="list-style-type: none"> • Awareness Surveys • Brand Perceptions Tracking • Communication Effectiveness Monitoring • Stakeholder Engagement • Transportation Information Sharing • User Satisfaction Surveys • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	
Research Focus Area 12	Public Administration & Management	Select
Typical Research Topics	<ul style="list-style-type: none"> • Decision Making Methods • Financial Management • Intergovernmental Relations (IGR) • Multi Agency Collaboration • Organisational Models • Performance Management • Planning and Programming • Project Delivery • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	
Research Focus Area 13	Economics	Selection

Typical Research Topics	<ul style="list-style-type: none"> • Computable General Equilibrium (CGE) Analysis • Cost Benefit Analysis • Engineering Service Contributions • Local Economic Development • Multi Criterion Decision Analysis • Macro/Micro/Regional Economic Modelling • Socio economic impact studies • Road User Benefits • Transport Financing • Transport Pricing • Transportation Economics Impacts • Value of Time • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	
Research Focus Area 14	Legislation	Selection
Typical Research Topics	<ul style="list-style-type: none"> • Advertising • Contract • Environmental • Enforcement • Land-use • Privacy • Security • Traffic Control • Transport/Vehicles • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	
Research Focus Area 15	Technical Innovation	Selection

<p>Typical Research Topics</p>	<ul style="list-style-type: none"> • Artificial Intelligence • Big Data • Camera Technologies • Internet of Things • Measuring Instruments • Machine Learning • Manufacturing • Networks / Communications • Remote Sensing • Robotics • Software Development • Virtual Reality • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	
<p>Research Focus Area 16</p>	<p>Electrical/Mechanical</p>	<p>Selection</p>
<p>Typical Research Topics</p>	<ul style="list-style-type: none"> • Corrosion Protection • Electrical Circulation • Fire Detection/Suppression • Heating, ventilation and air conditioning (HVAC) • Lightning Protection • Power Systems • Street Lights • Traffic Barriers • Testing and Instrumentation • Contractual Specifications & Procedures • TRH/TMH Guidelines • Any other related topic of research 	

2. Collaborative research strategy

For the value proposition of the above proposed collaborative research partnership to be achieved will require a collaborative research strategy that helps to achieve a better balance between multiple priorities and ensuring that finite research resources are focused on closing important knowledge gaps. As such the collaborative research strategy will require the following to be implemented.

3. Framework for research identification and prioritisation

A focus on the four transport sector outcomes will help to ensure the selection of the right research, including establishing priority among competing research needs. The proposed process will involve:

- Assessing whether a research gap exists

Assessing whether a research gap exists, and how addressing the gap can help to achieve understanding or to deliver the four long-term sector outcomes.

- Nature and extent of the research gap

Assessing the type of research gap that exists, to make sure research efforts are appropriately spread across different types of research gaps. Current research gaps can be found in any or all the following categories: -

- Defining outcomes – identifies and defines the outcome to pursue;
- Assessing outcomes – identifies how the outcomes might be best assessed;
- Delivering outcomes – identifies the best interventions to secure improvements or to close any gaps to the desired state; and
- Balancing outcomes – identifies the appropriate balance and trade-off between outcomes and effort.

4. Prioritise the research

Prioritising transport research objectively will maximise the benefit from the research effort. Clear understanding of the potential for advancing knowledge and the probability of a successful result is fundamental to identifying the value for money of the proposed research. It is proposed that the framework apply the following tests to assess the relative priority of proposed research: -

- Impact
 - Possibility of identifying existing and potential end use and end users?
 - Do we know what the benefits will be and how big they are?
 - Do we know how necessary the research is?
- Breadth/Range of application
 - Will the knowledge gained by the research be visible and accessible?
 - Can the knowledge be used flexibly and applied in different situations?
 - Can the knowledge be transferred and used in a wide range of applications and across organisations?
 - Can the research be leveraged off relevant domestic and international research?
- Access to the right resources
 - Are we able to access the skills, capability, techniques, tools and systems required?
 - Is the required data reliable and available?
 - Do we have the capacity to do the work and is it affordable?
- Strategic value
 - Can the knowledge gained by doing the research help to address the strategic issues faced by the sector?
 - Is this the right time to do this research, considering the strategic issues?

5. Coordination

Opportunities to create new ideas occur when there is a shared understanding of the outcomes sought and a shared commitment to achieving these – albeit from different perspectives. Effective stakeholder engagement support the researchers and enabled the research to move from “telling and selling” style engagement through to the collaborative partnership approach. It enabled researchers from different disciplines to consider the same essential questions and ultimately enabled innovation to take place, reduced the risk of duplicating research and increased incentives for researchers to improve or to build on past research. This highly successful approach above will once again be adopted going forward.

6. Sharing of Results/Communication

The development and application of research inputs and outputs need to be made visible and accessible. The benefits of making research visible are significant, as mentioned above. This highly successful approach above will once again be adopted going forward, and further supplemented by: -

- a contact database with information on name, organisation, topic, expertise and industry/sector;
- a research calendar with information on research themes and projects that are currently under development and will soon be in the pipeline;
- a website to support the self-organising communities (or knowledge hubs) where people can collaborate, team up, find out what’s going on and ask questions, and
- regular seminars and an annual conference to communicate up-to-date research ideas and results.

T1.1.1 Research workshops and project proposals procedure

Once the panels of researchers have been approved, all the successful applicants per research focus area shall attend a two(2)-day research focus area workshop (participating applicants will not be compensated for any costs associated with attending the 2-day workshop), to along with SANRAL/other Authorities/Industry confirm the identified short (± 2 years) /medium (± 5 years) and long term (> 5 years) research needs per research focus area and prioritise them.

Panel members will be given the opportunity to indicate their interest in the preliminary list of research priorities. The outcomes of the workshop will be recorded in a research focus area workshop report and SANRAL shall determine the final research priorities. Panel members shall confirm their interest and team leaders for each project shall be selected by the team members and appointed by SANRAL. Only category A or B researchers shall act as team leaders. In addition, Master and PhD students will also be assigned (through internship / secondment) to each group to assist with the research work, enabling mentoring/knowledge transfer to next generation and unlocking of the “frozen demographics” with specific regard to new entrants and women. All students to comply with the selection criteria of the relevant university.

The performance of each member of a research team will be frequently monitored, and if member is found not to be performing, his/her membership of the team will be terminated, and the individual will not be considered for any other research appointment for a minimum of 3 years from date of termination.

This panel of researchers will be updated at least once every 3 years.

The SANRAL research and innovation programme will be a continuous programme with no defined end date. Each individual research project in the programme will however have clearly defined start/end dates, quarterly deliverables and budget. The template and process will be as contained in the conditions of contract.

7. Research Project Proposals

Once the teams have been finalised a project proposal will be prepared by the team with a limited budget (\leq R50,000 or as revised) according to the prescribed template. No alternative template will be accepted. The project proposal shall be approved by SANRAL as contained in the conditions of contract.

8. Project Research

During the research project team will be tasked to execute the tasks in the approved project proposal and the project research agreement contained in the conditions of contract.

T4. SELECTION CRITERIA FROM THE SANRAL RESEARCH DEVELOPMENT PANEL

The terms and conditions as specified below shall apply.

1. Respondents will be notified within the tender validity period whether such respondent is placed on the panel and the respondent's final category.
2. SANRAL reserves the right to call for interviews with short-listed respondents before final selection.
3. Respondents permanently employed will not be contracted within their personal capacity, but a contract will be entered with their employer.
4. Organisations/Employers will have the option to replace a research team member upon resignation/retirement/death of a permanent employee with a researcher with the same qualifications, experience and expertise level and part of the SANRAL research panel, to complete the tasks listed under the said organisation/employer's name. The acceptance of the replacement will be at the discretion of SANRAL and approval by the Research Impact Assessment Committee as per paragraph E4.3.6.
5. Contracts will be subject to all prescribed legislation and/or practice notes of National Treasury active at time of award. Contracts will also be subjected to SANRAL's transformation policy and supply chain management requirements.
6. Only category A or B researchers will be appointed as research team leaders,
7. Applicants that do not qualify, but still want to participate in the research programme, will need to enroll as either Master or PhD student to enable them to be allocated to relevant research groups.
8. Respondents who are full time employees to utilise 600 hours per annum.
9. Respondents who are self-employed, employees of CSIR and HSRC may utilise 1700 hours per annum.
10. Respondents may participate in maximum 5 projects over a period of 3 years.
11. The research project team shall submit with its project quarterly report an assessment of tasks that are delayed, non-performance of team members and an adjusted timeline within the approved project period to complete delayed tasks.

12. Teams will comprise of 3-4 members
13. Project timelines to be approved by RIAC and may not exceed 36 months.
14. Payments for work done will only be made on achievement of predefined milestones and according to completed tasks.
15. The hourly rate for ITIS – PIM module capturing is R350 per hour;
16. Only project leaders may claim project management hours to a maximum of 8 hours per month and 288 hours over a three-year period.
17. Reporting is included in the individual rates, and no additional hours will be allowed.
18. Submitting your credentials does not guarantee a place as team leader or member of the research panel.

The following rates will be applicable to pay approved researchers according to the categories tabled below:

Category	Hourly Rate (2026) (Excl VAT) (including overheads and mark-up)
D	R690-00
C	R863-00
B	R1036-00
A	R1468-00

Category	Hourly Rates (2026) (Excluding VAT)
E	R 144-00(PHD full time students)
F	R 71-00(Research Masters full time students)

T5. CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 “DAYS, MONTHS, YEARS”

Days shall mean calendar days, excluding the first day and excluding the last day for calculation of payment required in this AGREEMENT, months shall mean calendar months but for the calculation of quarters the end of the last day of the following months will constitute quarters in terms of the AGREEMENT, last day of June, September, December and March, years shall mean a Twelve (12) twelve (12)-month period starting on 1 April of any year and ending of 31 March of the following year.

1.2 “EFFECTIVE DATE”

The date of signature of the AGREEMENT by THE PARTIES.

1.3 “INTELLECTUAL PROPERTY”

shall mean any and all technical or commercial information, including, but not limited to the following: chemical structures; biological or chemical information; manufacturing technique and designs; specifications and formulae; data, systems and processes; production methods; trade secrets; financial and marketing information; patents, trademarks, designs, inventions, know-how and copyright in documentation or computer/software programmes (including source code) relating to the research project.

1.4 “ITIS”

shall mean the SANRAL Integrated Transportation Information System.

1.5 “MEETINGS”

shall mean all meetings of research project teams, the research focus area steering committees, performance impact assessment committee to take place using video conferencing – using TEAMS, Skype for Business or Polycom at SANRAL offices.

1.6 “PARTIES”

shall mean SANRAL and any other PARTY being a signatory of this AGREEMENT.

1.7 “RESEARCH IMPACT ASSESSMENT COMMITTEE” (RIAC)

shall mean a committee consisting of SANRAL employees and researchers appointed by SANRAL who are appointed for the research project “Development of a Research Impact Assessment System” with the purpose to monitor and evaluate the impact of each research project on SANRAL’s core business, industry at large and the people of South Africa, chaired by the Engineering Executive of SANRAL.

1.8 “RESEARCH IMPACT ASSESSMENT REPORT”

shall mean a single quarterly report collating all reports described in the AGREEMENT according to a template provided in Annexure F of this AGREEMENT.

1.9 “PRODUCTS OF THE SERVICES” or “PRODUCTS”

shall mean those things that convey the intention of what is to comprise the agreed research project outcome and include, but are not limited to field and laboratory operations; training; reports; drawings; manuals and guidelines; standards; specifications; schedules of quantities; computer programmes; source code, publications and other agreed products set out in Annexure B – Research Project Proposal.

1.10 “RESEARCH PROJECT TEAM LEADER”

shall mean a member appointed by SANRAL as project team leader.

1.11 “RESEARCH FOCUS AREA”

shall mean a single identified research focus area as determined by SANRAL.

1.12 “RESEARCH FOCUS AREA STEERING COMMITTEE” (RFASC)

shall mean a committee of appointed members representing SANRAL and selected research project leaders. The Chairperson of the committee will be appointed by SANRAL upon recommendation of the committee.

1.13 “RESEARCH PROJECT”

shall mean a project identified and approved by SANRAL and for which project funding is available from SANRAL.

1.14 “RESEARCH CONTACT DATA BASE”

shall mean a central contact database at SANRAL with information on names, organisations, topics, expertise and industry/sector.

1.15 “RESEARCH PRIORITY”

shall mean a research topic aligned with a research focus area, identified by SANRAL.

1.16 “RESEARCH PROJECT PROPOSAL”

shall mean the detailed description of the research project according to the format prescribed in Annexure B.

1.17 “RESEARCH QUALITY BASED SELECTION PROCUREMENT PROCESS” (QBS)

shall mean a process following a quality-based selection process.

1.18 “SANRAL RESEARCH & INNOVATION PROGRAMME MANAGER”

shall mean a full-time and delegated person managing the research and innovation programme

employee of SANRAL. “SERVICES”

shall mean the services to be performed by the PARTIES on the approved research project which comprise normal services, additional services, special services and specialist advice, special appointments and diverse other services to be performed in terms of Annexure B;

1.19 “SPECIAL CONDITIONS OF CONTRACT”

shall mean such TERMS AND CONDITIONS as may be identified and approved by SANRAL’s Performance Impact Assessment Committee, from time to time, which will be applied specifically to the approved research project and included as an Annexure to this AGREEMENT, if applicable;

1.20 “THE AGREEMENT”

shall mean this AGREEMENT entered into between the PARTIES and shall include the Annexures attached hereto;

1.21 “THIRD PARTY”

shall mean any other person or entity as the context requires.

2. STATUS AND DURATION OF THE AGREEMENT

2.1 The AGREEMENT shall operate as from the "effective date" and shall endure until the date of finalisation.

2.2 The duration of the contract shall not exceed three (3) years.

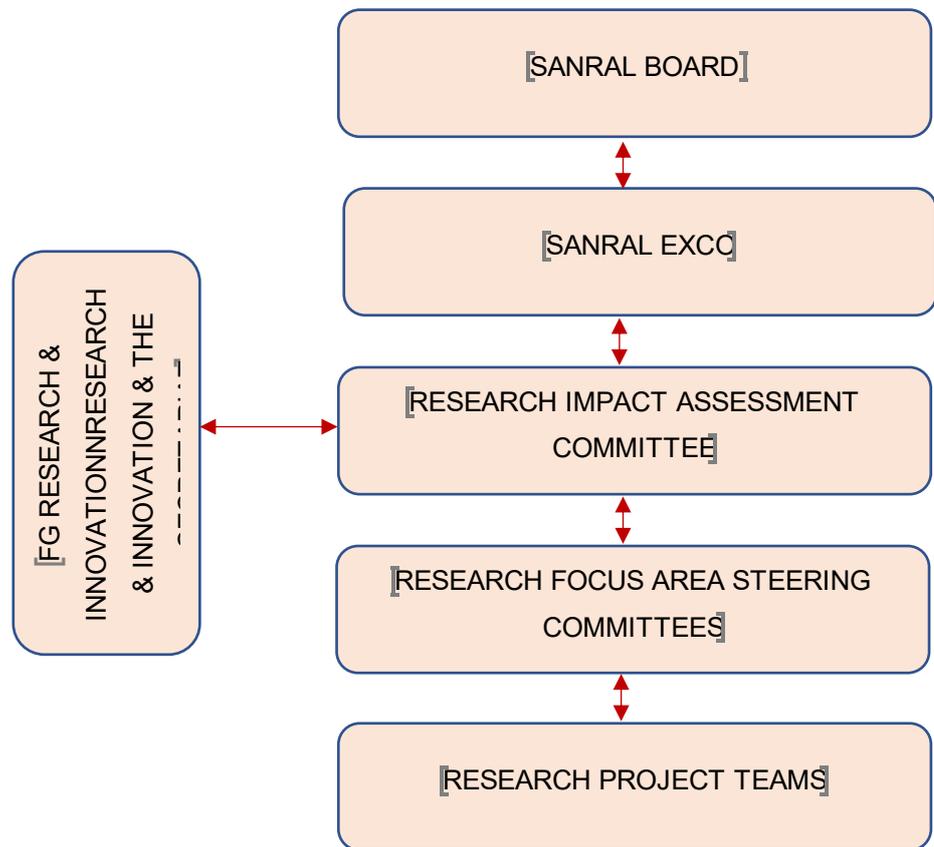
2.3 The PARTIES shall continuously review the AGREEMENT when circumstances affecting the AGREEMENT change, provided that a reasonable time as agreed to between the PARTIES is allowed for the signing of an addendum agreement and the implementation of any agreed changes.

2.4 The PARTIES herewith agree that the appointed PARTIES shall at all time ensure that they are confirmed as a member of the SANRAL research panel.

3. DUTIES OF THE PARTIES

3.1 The PARTIES undertake to comply with the provisions of the AGREEMENT and likewise undertake to comply with the Public Finance Management Act (Act No.1 of 1999) and the regulations and directives issued in terms thereof as well as their respective Procurement policies and obligations under the Public Finance Management Act (Act No.1 of 1999) as amended from time to time and adhere to where applicable.

3.2 The management process of the research and innovation programme is:



3.3 Duties of the research project team members

The project team leader shall: -

- Be appointed by SANRAL as research project team leader in respect of the agreed research project;
- Coordinate all tasks as set out in Annexure B – the project proposal;
- Report to the Research Focus Area Steering Committee on a quarterly basis per the project report template provided in Annexure D of this Agreement;
- Report on financial information regarding estimate, actual expenditure, disbursements, reconciliation, invoicing, financial statements as described in Annexure H – ITIS – PIM Registration and user manual;

3.4 The duties of the Research Focus Area Steering Committee (RFASC)

The duties of a member of the shall be as follows:

- Select a Chairperson and make a recommendation to SANRAL for the appointment of such Chairperson;
- Attend quarterly meetings – to be held using video conferencing as described in paragraph 2.5; and
- Assist with the compiling and finalisation of quarterly and annual reports per the templates provides in Annexure D and Annexure E per the schedule in Annexure J.

3.5 The duties of the Chairperson of the Research Focus Area Steering Committee

The duties shall be as follows:

- Serve as Chairperson for 12 calendar months;
- Arrange quarterly meetings of the RFASC;
- Coordinate the agenda and minutes using the prescribed templates in Annexure I;
- Coordinate the quarterly report (as per the prescribed template – Annexure D) for the RFA;
- Submit the quarterly report timeously as indicated in schedule in Annexure D at the end of each quarter (Q1 – April – June, Q2 July – September, Q3 October to December and Q4 January to March);
- Submit the annual report (as per the prescribed template – Annexure E) for the RFA not later than 15 April for each annual period; and
- Attend the SANRAL quarterly research feedback sessions as arranged by the Research Impact Assessment Committee (RIAC) and The Secretariat.

3.6 The duties of the Research Impact Assessment Committee (RIAC) member

The duties of members of the RIAC shall be:

- Attend quarterly meetings;
- Prepare the quarterly and annual performance impact assessment report;
- Submit the quarterly report timeously in the first week after the end of the quarter (Q1 – April – June, Q2 July – September, Q3 October to December and Q4 January to March);
- Submit the annual report (as per the prescribed template – Annexure F) to the SANRAL research impact assessment committee as per the schedule in Annexure D not later than 15 April for each annual period;
- Approve Amended Special Conditions of Contract as arises from time to time and described in paragraph 2.21, if required;
- Approve research proposals as recommended by the technical focus groups within SANRAL;
- Approve replacement of research team members as per paragraph 3.3.

4. LIMITATION OF LIABILITY

4.1 Each PARTY shall indemnify the other PARTIES and keep them indemnified against all losses and claims for injuries or damage to any person or property whatsoever which may arise from or in consequence of the indemnifying PARTY's execution, and completion of the AGREEMENT, and against all claims, demands, lawsuits, damages, costs, including attorney and client costs, charges and expenses whatsoever in respect thereof or pertaining thereto.

4.2 An indemnified PARTY shall not be liable for or in respect of any damages or compensation payable by law in respect or in consequence of any accident or injury to any workman or other person in the employ of an indemnifying PARTY or any contractor or subcontractor, except for an accident or injury resulting due to negligence or omission by the indemnified PARTY.

4.3 The liability of any PARTY to this AGREEMENT for the aggregate of all claims due to neglect,

omission or error is limited to the value of the AGREEMENT and no PARTY can be held liable for any consequential damages of any nature unless determined so by a court of law.

5. INSTITUTIONAL AND MANAGERIAL ARRANGEMENTS

5.1 A RESEARCH FOCUS AREA STEERING COMMITTEE (RFASC) will be constituted, which will consist of the following representatives:

Six permanent members:

- Two permanent employees as representative for SANRAL (members of SANRAL RESEARCH & INNOVATION Focus Group appointed by the Engineering Executive, as a management representative and facilitator; and
- Four selected SANRAL research panel members of the research focus area.

5.2 Decisions taken by the RFASC shall be on a consensus basis and noted in the meeting minutes.

5.3 Chairpersonship of the RFASC shall rotate every year. The members of the RFASC will select and appointment the new Chairperson.

5.4 The Chairperson shall ensure that minutes, reflecting key decisions (resolutions), are kept and distributed to the individual representatives of the RFASC within a reasonable time (at least two weeks after the meeting held) following every such meeting.

5.5 There shall be no quorum at any RFASC meeting unless at least one (1) representative from each PARTY (permanent members in paragraph a.) is present at such a meeting. A quorum shall be formed by 50% plus one of the members and one of the members being a SANRAL representative.

5.6 SANRAL have the discretion to increase or reduce the number of representatives or instruct that a member be co-opted by the committee, by a written AGREEMENT between them.

5.7 SANRAL shall act timeously to replace any member that cannot continue with his/her duties.

5.8 In the event of the absence of the Chairperson, the members may by voting institute a member as an interim Chairperson. A 50% vote plus one shall institute such interim Chairperson.

6. HUMAN RESOURCE DEVELOPMENT AND TRANSFORMATION

6.1 The PARTIES commit themselves to achieving significant transformation in terms of the targets listed in the project proposal – Annexure B for each research project. Notwithstanding the afore SANRAL reserves its rights to amend, add or reduce any transformation target at its own discretion at any time during the duration of the AGREEMENT.

6.2 Transformation processes shall include as a minimum, the following:

- 6.2.1 Commitment to continuously work together to develop candidates (specifically the historically disadvantaged) with SANRAL's support, and to provide opportunities for candidates (specifically the historically disadvantaged) to partake in a research programme as a team member.
- 6.2.2 Secondment of SANRAL or other Authority employees and/or bursars, when available, to the agreed institutions and/or organisations in respect of suitable research projects.
- 6.2.3 Candidates and secondments meeting the minimum academic requirements and/or qualification to partake in a research project as a team member.

7. PAYMENT

- 7.1 The method and conditions of payments shall be as set out hereunder unless differently and mutually agreed to between the PARTIES and shall be specified under this AGREEMENT in the Special Conditions of Contract marked as Annexure K.
- 7.2 The team leader shall furnish the Chairperson of the relevant RFASC with an invoice/s accompanied by a proof of milestone reached according to the project proposal, copy of the ITIS report and upon fulfilment of other obligations stipulated in the contract.
- 7.3 The RFASC will recommend payment of invoices and submit the invoice to the SANRAL R&D Manager
- 7.4 Payments shall be made promptly by SANRAL, (once the vendor registration process has been completed), but in no case later than thirty (30) days after submission of an invoice or claim by the mutually agreed PARTY.
- 7.5 No invoice dated older than fifteen (15) days will be accepted by SANRAL.
- 7.6 Payment will be made in Rand unless otherwise stipulated in the special conditions of contract.

8. FINANCIAL REPORTING

- 8.1 All PARTIES shall keep proper and detailed accounts and records along with adequate project management records as described in Annexure B, providing clear audit trails in relation to expenditure under this AGREEMENT and shall for the duration of this AGREEMENT submit annual statements to SANRAL.
- 8.2 All project leaders shall report on financial information regarding estimate, actual expenditure, disbursements, reconciliation, invoicing, financial statements as described in Annexure B.

9. RESEARCH IMPACT ASSESSMENT REPORTING

9.1 All PARTIES shall complete the template as provided in Annexures F on a quarterly basis as indicated in the quarterly schedule. Failure to do so will result in non-payment of invoice.

10. SANRAL ITIS PIM EMPLOYMENT REPORTING

10.1 The team leader or nominated team member of each research project shall complete monthly reports regarding training, empowerment, capacity building, small contractor development, labour and staff returns and any such aspects on the SANRAL's Integrated Transportation Information System (ITIS).

10.2 SANRAL has developed a comprehensive information management 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 SANRAL and assist with technical decisions.

10.3 ITIS PIM is an integrated approach to the sharing and inter-relating of technical performance information for SANRAL, and relies on the PARTIES following procedures to populate the system with data. ITIS currently consist of the following platforms applicable to this project:

10.4 ITIS Web – Web enabled portal providing online access to various functions, workflows and reports.

10.5 ITIS Desktop – Offline data capture tool enabling the capture of information offline, validation and then synchronisation of data with ITIS database.

10.6 SANRAL has several ITIS modules running on any of the above ITIS platforms which affect the PARTIES, who will need to use some of these modules to provide required information. The current modules applicable to this project is the Project Information Modules.

10.7 The team leader for each research project shall register the team member/s responsible for capturing of data, as a user by sending an email to itisissues@nra.co.za with the name, surname, copy of South African identity document of such person including all other information that may be required at the time of registration.

10.8 Failure to submit the report with an invoice will result in non-payment of such invoice.

10.9 The user manual is attached as Annexure H.

11. BREACH AND TERMINATION

11.1 In the event of any of the PARTIES committing a material breach of any of the terms and conditions of the AGREEMENT, and remaining in default for a period of fourteen (14) days after receipt by the PARTY of written notice from the other PARTY calling for such breach to be remedied,

the PARTY delivering such notice shall be entitled, without prejudice to any other rights it may have in terms of the AGREEMENT or in law.

11.2 Should the defaulting PARTY remain in default after the initial fourteen (14) day period, the non-defaulting PARTY(IES) to this AGREEMENT may decide to terminate the defaulting PARTY's participation in the AGREEMENT by giving fourteen (14) days written notice to that effect. The non-defaulting PARTY(IES) may also decide to terminate the AGREEMENT in its entirety.

11.3 Termination of the AGREEMENT for whatever reason shall not absolve any of the PARTIES from the obligation to observe the confidentiality measures and other restraints as set out herein.

12. CONSEQUENCES OF TERMINATION

12.1 In the event that due to its negligence, or for reasons within its control, a defaulting PARTY does not perform according to the Agreement and within the Period of Performance, the aggrieved PARTY shall without prejudice to its 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 (by agreement between the PARTIES), and the actual date of completion, at the rate and up to 5% (percent) of the contract price.

12.2 If the aggrieved PARTY has become entitled to the above stated penalty, it may after giving notice to the defaulting PARTY:

12.2.1 Terminate the Contract

12.2.2 Complete the Services/obligations by a third PARTY at the defaulting PARTY's cost.

13. FORCE MAJEURE

13.1 For the purpose of this AGREEMENT the expression "Force Majeure" shall mean any cause affecting the performance by a PARTY of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) acts of God, fire, flood, or any disaster, governmental regulations, war, rebellion or other military action affecting a third PARTY for which a substitute third PARTY is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected PARTY, its employees, agents or subcontractors.

13.2 PARTIES shall not in any circumstance be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other PARTY by reason of any failure or delay in the

performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each PARTY shall use all reasonable endeavours to continue to perform, or resume performance of such obligations hereunder for the duration of such Force Majeure event.

13.3 If any of the PARTIES shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

13.4 It is expressly agreed that any failure by a PARTY to perform or any delay in performing its obligations under this AGREEMENT which results from any failure or delay in the performance of its obligations by any person, firm or company with which the PARTY shall have entered into any such contract, supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to Force Majeure only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or subcontract or otherwise as a result of circumstances of Force Majeure.

13.5 If a PARTY fails to inform the other PARTY/IES of the Force Majeure event concerned as set out in this Clause, then such PARTY shall thereafter not be entitled to refer to or rely on such Force Majeure as a reason for non-fulfilment of any obligation in terms of this AGREEMENT, provided that this obligation to perform shall not apply if a Force Majeure event is known by all PARTIES or the PARTY is unable to inform the other PARTIES due to the Force Majeure event.

14. CONFIDENTIALITY

14.1 The PARTIES undertake not to disclose, without consent of the other, any information designated as confidential, to any person, company, publication or news medium without the prior written consent of SANRAL.

14.2 Should the PARTIES wish to publish results of the research carried out pursuant to this AGREEMENT, the publishing PARTY shall provide the other PARTIES with a copy of the proposed manuscript intended for publication. The other PARTIES shall be given a period of thirty (30) days within which to review the proposed publication and to send comments to the publishing PARTY and to afford the other PARTIES reasonable opportunity to confirm that none of their confidential information is included in such publication.

14.3 PARTIES shall take all reasonable steps to ensure the observance of the provisions this Clause by all their employees, agents, consultants and subcontractors.

14.4 The provisions of this clause shall not apply to any confidential information which:

14.4.1 is or becomes public knowledge other than by breach of this Clause, or

14.4.2 is in the possession of the receiving PARTY without restriction in relation to disclosure before the date of receipt from the disclosing PARTY; or

14.4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

14.4.4 is independently developed without access to the confidential information.

14.5 Nothing in this Clause shall prevent the PARTIES from using data processing techniques, ideas and know-how gained during the performance of this AGREEMENT in the furtherance of its normal business, to the extent that this does not relate to a disclosure of any confidential information or an infringement by the PARTIES of any Intellectual Property Right.

14.6 This clause is severable from the rest of this AGREEMENT and shall remain valid and binding on the PARTIES for a period of three (3) years after termination of this AGREEMENT.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Any Intellectual Property owned by the PARTIES prior to the EFFECTIVE DATE of this AGREEMENT shall remain vested with that PARTY (“background intellectual property”) which makes it available to the research project described in Annexure B. Each PARTY will list the background intellectual property it is making available to the research project in a separate Annexure marked as Annexure L, together with any conditions attached to the use of such background intellectual property.

15.2 Foreground Intellectual Property will be owned by the PARTY which develops it and, if jointly developed by more than one PARTY, it will be owned by the PARTIES concerned (subject to the provisions of the Publicly Financed Research and Development Act 2008 (Act No. 51 of 2008). Management, exploitation and use of Foreground Intellectual Property shall be governed as set out in a separate annexure marked as Annexure L.

15.3 Unless agreed as per paragraph 15.1 and 15.2, any intellectual property emanating from an (“foreground intellectual property”) AGREED RESEARCH PROJECT/S (“foreground intellectual property”) shall vest with SANRAL, subject to the Intellectual Property Rights from Publicly Financed Research and Development Act 2008 (Act No. 51 of 2008) and the regulations thereto, as amended from time to time.

15.4 SANRAL shall be entitled to access the foreground intellectual property on the terms set out in Annexure L and in compliance with the Publicly Financed Research and Development Act 2008 (Act No. 51 of 2008).

16. NAMING RIGHTS OF RESEARCH OUTCOMES

16.1 SANRAL retains all rights of naming of any product, service, or outcome of any or all research done in terms of this AGREEMENT.

17. GOVERNING LAW AND DISPUTE RESOLUTION

THE AGREEMENT shall be governed by and construed in accordance with the laws of the Republic of South Africa.

17.1 In the event of any dispute arising from this AGREEMENT, the PARTIES shall make every effort to settle such dispute amicably.

17.2 If the dispute is not capable of being settled between THE PARTIES amicably, such dispute shall be elevated to the Senior Management of the PARTIES or their duly designated representatives.

17.3 Should the dispute remains unresolved for a period of 30 (thirty) days after being so referred, any PARTY over which Intergovernmental Relation Framework Act, Act 13 of 2005 has jurisdiction, may declare such dispute a formal dispute by notifying the other PARTY of such declaration in writing.

17.4 In the event that one or more PARTIES are not governed by Act 13 of 2005, such PARTY may institute proceedings in the High Court of South Africa having jurisdiction.

17.5 Should the dispute still remain unresolved; the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.

17.6 Notwithstanding the provisions of this clause, any PARTY shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this AGREEMENT in the High Court of South Africa having jurisdiction over the PARTIES.

18. DOMICILIA AND NOTICES

18.1 PARTIES hereby choose domicilium citandi et executandi for all purposes in terms hereof as follows:

a) The South African National Road Agency SOC Limited
48 Tambotie Avenue
Val de Grace
Pretoria
0184

Attention: CEO

18.2 PARTIES to the agreement are and choose domicilium citandi as follows:

a) (PARTIES TO INCLUDE DETAILS HERE)

18.3 Any PARTY shall be entitled to change its domicilium citandi et executandi by giving written notice thereof to the other, provided that such change shall not take effect until receipt by such other PARTY of such notice.

18.4 All notices to be given by hand by the PARTIES to each other in terms hereof shall be given to the aforesaid addresses by delivery thereto, or if by posting by prepaid registered mail, or by telefax to the following addresses (copy of correspondence can be send via e-mail):

SANRAL

The South African National Road Agency SOC Limited

48 Tambotie Avenue

Val de Grace

Pretoria

0184

Email: (insert relevant email)

Fax No: (012) 844 8200

19. OTHER PARTIES

(Insert details here)

19.1 Any notice in terms of the provisions of this AGREEMENT will be considered to be duly received:

19.2 if delivered by hand, on the day of delivery, provided it was delivered to a responsible person during normal Business Hours;

19.3 if send by registered post as indicated in Clause 18.3.4 above, within 10 (ten) Business Days from the date it was posted;

19.4 if transmitted by facsimile be deemed to have been received by the addressee within 4 (four) hours of transmission if transmitted during normal Business Hours or within 4 (four) hours of commencement of the first Business Day after it is transmitted if it is transmitted outside those Business Hours;

19.5 unless the contrary is proven.

20. GENERAL

- 20.1 This document and the Annexures thereto contain the entire AGREEMENT between the PARTIES and neither PARTY shall be bound by any undertaking, representation or warranty not recorded herein or added in writing signed by all PARTIES hereto or, as provided herein.
- 20.2 No alteration, variation, addition or agreed cancellation of the AGREEMENT shall be of any force or effect unless reduced to writing as an addendum to the AGREEMENT and signed by the PARTIES or their duly authorised signatories.
- 20.3 No failure or delay on the part of either PARTY in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies, which the PARTIES would otherwise have.
- 20.4 The headings appearing in the AGREEMENT have been used for reference purposes only and shall not affect the interpretation of the AGREEMENT.
- 20.5 If any clause or term of the AGREEMENT should be invalid, unenforceable or illegal, then the remaining terms and provisions of the AGREEMENT shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of the AGREEMENT.
- 20.6 All PARTIES shall pay their own costs relating to the preparation and settlement of the AGREEMENT.
- 20.7 The AGREEMENT shall be for the benefit of the PARTIES and may not be ceded or assigned in whole or in part by either PARTY without the prior consent of the other PARTY, except that a PARTY's interest shall be assignable without the consent of the other in pursuance of any merger, consolidation or reorganization or voluntary sale or transfer of all or substantially all the assigning PARTY's assets where the merged, consolidated or reorganized corporation or entity resulting therefrom or the transferee of such sale or transfer has the authority and power effectively to perform that PARTY's obligations to the other under the AGREEMENT.
- 20.8 The AGREEMENT shall be binding on the successors in title, assignees, administrators, executors and heirs of either PARTY.
- 20.9 For the avoidance of doubt, the provisions of Clauses 14, 15, 16 and 17 shall survive termination of the AGREEMENT.
- 20.10 Words importing the male gender only, also include the female gender or vice versa where

the context requires.

20.11 Words importing the singular only, also include the plural and vice versa where the context requires.

20.12 The Canon of Construction will not be applicable in this AGREEMENT.

21. SEVERABILITY

21.1 If any court of competent jurisdiction holds any provision of this AGREEMENT invalid, illegal, unlawful or unenforceable for any reason, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if this AGREEMENT had been executed with the invalid, illegal or unenforceable provision eliminated.

21.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this AGREEMENT, the PARTIES shall agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by mutual AGREEMENT by way of variation of the AGREEMENT.

22. GIFTS AND PAYMENTS OF COMMISSION

22.1 The PARTIES shall not:

22.1.1 Offer or give or agree to give any person of SANRAL or Agency any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this AGREEMENT or any other AGREEMENT with SANRAL

22.1.2 or for showing or forbearing to show favour or disfavour to any person in relation to this AGREEMENT; nor

22.1.3 Enter into this AGREEMENT if in connection with it commission has been paid or agreed to be paid to any person of SANRAL by the PARTIES or on the PARTIES behalf or to the PARTIES, unless before this AGREEMENT particulars of any commission and of the terms and conditions of any AGREEMENT for the payment thereof have been disclosed in writing to SANRAL.

22.1.4 In the event of any breach of this Clause by the Service Provider or by anyone employed by the Service Provider or acting on the Service Provider's behalf in relation to this AGREEMENT or any other contract with SANRAL, SANRAL may summarily terminate this AGREEMENT by notice in writing to the Service Provider and withhold all payments due to the Service Provider for completed work. 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 SANRAL and provided always that SANRAL may recover from the Service Provider the amount or value of any such gift, consideration or commission.

22.2 The decision of SANRAL shall be final and conclusive in any dispute, difference or question arising in respect of:

22.2.2 The interpretation of this Clause (except insofar as the same may relate to the amount recoverable from the Service Provider in respect of any loss resulting from such termination of this AGREEMENT); and/or

22.2.3 The right of SANRAL to terminate this AGREEMENT; and/or

22.2.4 The amount of value of any such gift, consideration or commission. In the event that any gift, consideration or commission was solicited by any employee of SANRAL, this shall immediately be disclosed in writing to SANRAL.

23. REIMBURSABLES

23.1 All PARTIES shall follow the latest cost containment measures in respect of S&T issued by National Treasury from time to time available from www.ocpo.treasury.gov.za. No mark-up or overhead cost shall be paid on reimbursables. Proof of all reimbursable expenditure must accompany claims and be preapproved by SANRAL and according to the agreement and project proposal.

24. DOCUMENTS AND ANNEXURES RELATING TO THE CONDITIONS OF CONTRACT

ANNEXURE A - WORKSHOPS AND PROJECT PROPOSALS PROCEDURE

Research focus area workshops

Once the panels of researchers have been approved, all the successful applicants per research focus area will be invited to 2-day research focus area workshop (participating applicants will not be compensated for any costs associated with attending the 2-day workshop), to along with SANRAL/other Authorities/Industry confirm the identified short (± 2 years) /medium (± 5 years) and long term (> 5 years) research needs per research focus area and prioritise them.

Then all the successful applicants that attended the 2-day research focus area workshop will be grouped into research teams based on their expertise and experience, with category A or B researchers appointed as team leaders, to perform the identified research projects according to the pre-defined rate scales. In addition, Master and PhD students will also be assigned (through internship / secondment) to each group to assist with the research work, enabling mentoring/knowledge transfer to next generation and unlocking of the “frozen demographics” with specific regard to new entrants and women.

Project proposal

- Each project team will be assigned a limited budget ($\leq R50,000$ or as revised) to prepare a project proposal according to the template in Annexure B. No project proposal will be accepted if not done according the template.
- Submit the proposal to the research focus area steering committee for review, comment, and approval, and
- If needed, the project proposal could also be subjected to an external peer review by panel of known local and international experts.

Project Research

During this phase each project team will be tasked to:

- Perform required research as identified during phase 2 according to estimated time/budget;
- Attend quarterly progress/technical focus area meetings with other teams working on other projects within the same focus area to monitor progress and to ensure alignment of the individual projects with the overall research programme;
- Deliver identified project quarterly milestones, for review and acceptance. Only once accepted, will payment linked to milestone be invoiceable, and
- If required, present research progress/results at industry seminars.

ANNEXURE B – RESEARCH PROJECT PROPOSAL TEMPLATE

Project rationale

Background and problem statement

- Describe the situational analysis around the proposal.
- What are the challenges?
- How does it fit into the bigger picture?
- What is the relevance and importance of the project?

Brief review of literature

- What has been done in this field?
- What are the gaps?

Link to Research Focus Area plan

- How does this link to the focus area plan and technology tree(s)?
- What knowledge gap is addressed?

Project motivation

- How will this project address the knowledge gap?

Research questions

- What are the research questions and sub-questions?

Project objectives

- Describe the broad objectives of the project.

Research approach, research design and research methodology

- Describe the research approach, research methodology, experimental design (if relevant), research instruments, data acquisition and intended data processing. Raise any ethics issues that may arise out of the research.

Project description

- Intended impact
- Describe the intended end-impact of the work to be conducted.
- Envisaged outcome and uptake channels
- Describe the envisaged uptake, the uptake channels, and uptake champions.

Planned output description

- In view of 9.1, 9.2 and 9.3 describe the nature of the output with a focus on the facilitation of uptake.

Tasks

- Briefly describe the tasks to be conducted.

Project timeline

- Provide a Gantt chart with the timeline for each task (see example below). The timeline should show the record for the full estimated period of the research project.

Task	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEP T 2020	OCT 2020	NOV 2020	DEC 2020	2021	2022
Task 1												
Task 2												
Deliverable 1												
Deliverable 2												

Frascati distribution

- Indicate the percentage distribution between:
 - Basic research
 - Applied research
 - Experimental development (solution development)
 - Implementation and technology transfer

Final deliverables

- Description
- List and describe the final deliverables from the project

Publications

- List the intended publications, conference papers, and journal articles from the project.

Technology packages and Key Solutions

- List and describe the intended technology packages or solutions that will derive from the project.

Human resource development

- Describe intended human resource development from the project with a focus on Masters’ and PhD studies.

Project team

- List the project team, their roles and attach their CVs.

Project budget and deliverable cost

Provide a budget per annum for the project as per the tables below (using MSExcel)

YEAR 1	Hourly rate	Hours			Cost		
Researcher		Task 1	Task 2	Task 3	Task 1	Task 2	Task 3
Name 1							
Name 2							
Name 3							
ITIS CAPTURING							

RESPONSIBLE PERSON							
TOTAL							
VAT							
TOTAL COST INC VAT							

Repeat for subsequent years.

Cost per deliverable:

Cost per deliverable	COST				
	Org 1	Org 2	Res 1	Res 2	TOTAL
Deliverable 1					
Deliverable 2					
.....					
TOTAL					

Technical requirements

Paper size	A4
Font (body text)	Arial, 12pt
Line spacing (body text)	1½ spacing
Language setting	Use the English (UK) or English (South African) settings in MS Word.
Tense	A research proposal is always future directed. A proposal is, therefore, mostly written in the future tense (e.g., A non-probability convenience sampling approach <u>will be</u> used). There is one important exception to this rule! The literature review section, which reports on existing knowledge relevant to the proposed study, is written in the <u>present</u> tense (e.g., Wildavsky (2000:17) <u>argues</u> that ...).
Margins <ul style="list-style-type: none"> ▪ Left & right ▪ Top & bottom 	2 cm 2.54 cm
Heading numbering and format	As shown in document
Paragraph formatting	Paragraphs should be justified (i.e., the text should be aligned evenly along both the left and right margins to form a square box).
Page numbers	Bottom of page – format 1 of 12
<ul style="list-style-type: none"> ▪ Front page 	None, rest of document bottom of page aligned right

<ul style="list-style-type: none"> ▪ Table of Contents, List of Figures, List of tables 	<p>Roman numerals, small caps (e.g., i, ii, iii)</p>
<ul style="list-style-type: none"> ▪ Body of proposal, List of References, Appendices 	<p>Arabic numerals starting at 1 (e.g., 1, 2, 3)</p>
<p>List of references</p>	<p>Alphabetical list of the sources used in drafting the proposal. Include all sources consulted. Remember that if you used a source in for example the literature review in must be in the list of references. Ensure that you follow the Harvard (no exceptions) method of referencing and be consistent.</p>
<p>Submission to SANRAL</p>	<p>Attention – (insert name) SANRAL 48 Tambotie Ave Val de Grace and EMAIL TO (insert email address) <u>NO PDF DOCUMENTS WILL BE ACCEPTED</u></p>

ANNEXURE C – RESEARCH PROJECT QUARTERLY REPORT

Project X.XX: Enter Project title

Quarterly progress report

Date:

Quarter:

(Quarter 4 will serve as annual report)

List Project leader

List Project team



Submission to:

(Insert name)

SANRAL

48 Tambotie Ave

Val de Grace and

e-mail: insert email address

Project main objectives and deliverables

Summarise the main objectives and deliverables expected as per the project proposal. Indicate areas where SANRAL has agreed to modification of these.

Project Progress

Complete the following table:

Task No:	Task Name	Progress: On/ Behind/ Ahead of schedule	Mitigating action if any
1			
2			
3 etc.			

Project Finances

Provide a table with deliverables, budget per deliverable, expenditure per deliverable, financial status

No:	Deliverable Name	Budget	Expenditure to date	Financial status (On budget, Over, or Under expenditure)
1				
2				
3 etc.				

Project meetings

List dates of formal project meetings and attach minutes of meeting

Project main findings or highlights to date

Briefly list main project activities, findings and highlights.

Project red flags

Briefly list project red flags (if any) and mitigating actions

Conclusion and recommendations

Briefly discuss project status and future direction as well as potential recommendations.

THIS SECTION IS NOT FOR REQUESTS OF ADDITIONAL OR INCREASED BUDGET

ANNEXURE D : RESEARCH FOCUS AREA QUARTERLY REPORT

Green Text must be replaced/ deleted

SANRAL Research Focus Area: Enter Focus Area title
Quarterly Progress report

Date:

Quarter:

INSERT NAME OF RESEARCH FOCUS AREA COMMITTEE CHAIRPERSON

INSERT NAMES OF RESEARCH FOCUS AREA COMMITTEE MEMBERS

Submission to:

(insert name)

SANRAL

48 Tambotie Ave

Val de Grace and

e-mail: (insert email address)



Research Focus Area composition and project portfolio

With reference to the Focus Area (FA) research plan, describe the main objective of the research focus area.

Project Progress

Complete the following table: for approved projects:

Project No	Project Name	Completed/ Progress	in	On schedule/ Ahead/ Behind
1				
2				
3 etc.				

List any mitigation actions required if projects are behind schedule.

Focus Area main highlights to date

Briefly list main highlights from projects in the FA.

Project red flags

Briefly list project red flags (if any) and mitigating actions.

Conclusion and recommendations

Briefly discuss the project portfolio status and future direction. List potential additional areas of research required based on the findings to date or opportunities identified.

ANNEXURE E : RESEARCH FOCUS AREA ANNUAL REPORT

Green Text must be replaced/ deleted

SANRAL Research Focus Area: Enter Focus Area title
ANNUAL Progress report

Date:

INSERT YEAR

INSERT NAME OF RESEARCH FOCUS AREA COMMITTEE CHAIRPERSON

INSERT NAMES OF RESEARCH FOCUS AREA COMMITTEE MEMBERS

Submission to:

(insert name)

SANRAL

48 Tambotie Ave

Val de Grace and

e-mail: (insert email address)



Research Focus Area composition and project portfolio

With reference to the Focus Area (FA) research plan, describe the main objective of the research focus area.

Project Progress

Complete the following table: for approved projects:

Project No	Project Name	Completed/ Progress	in	On schedule/ Ahead/ Behind
1				
2				
3 etc.				

List any mitigation actions required if projects are behind schedule.

Focus Area main highlights to date

Briefly list main highlights from projects in the RFA.

Project red flags

Briefly list project red flags (if any) and mitigating actions.

Conclusion and recommendations

Briefly discuss the project portfolio status and future direction. List potential additional areas of research required based on the findings to date or opportunities identified.

ANNEXURE F : RESEARCH PERFORMANCE IMPACT ASSESSMENT REPORTS – QUARTERLY AND ANNUALLY

PROGRAMME INITIATION DATA AND PLANNED OUTPUTS ³				
Programme name:	SANRAL R&D programme			
Start Date:				
End Date:				
Approved Budget:				
Actual expenditure to date:				
Partnerships:	If the programme received input and participation from external parties or co-funding from parties other than SANRAL, these parties should be listed with the Rand value of the participation (Provide cumulative Rand value)			
OBJECTIVES				
Objective 1	Objective 2	Objective 3	Objective 4	Objective 5
List the main objectives of the R&D programme here				
INTENDED OUTPUTS				
Publications	Technology packages	SANRAL research reports	National guidelines	Masters and PhDs
Provide the planned number of publications in categories: Journal articles, conference papers, book chapters	Provide the planned number of technology packages such as products, materials, new methods, software packages etc.	Provide the planned number of research reports according to the deliverables in the proposal	Provide the planned number of National Guidelines to be developed according to the deliverables in the proposal	Provide the planned number of Masters' and PhD's that will be completed on this project.
FRASCATI BALANCE FACTORS				
Basic research %	Applied Research %	Experimental Development %	Technology Transfer %	

³ To be provided at programme initiation

Provide the Balance factors as calculated for the programme as a whole				
PROGRESS AT DATE:	Enter date of progress reporting			
Percentage progress of programme	Based on % expenditure to date			
Ahead/On schedule/ Behind				
Red Flags	List reasons for deviation from plan and other risks			
RIAC meetings	Cumulative number of RIAC meetings			
RA focus area strategy plans	Cumulative number of plans			
Retrospective impact studies	Provide cumulative number			
ACTUAL OUTPUTS	Titles	Equivalents/Number		
Peer reviewed publications (as per DoHET policy)	List the titles of peer reviewed publications (journal articles, peer reviewed conference papers, peer reviewed book chapters) – summary of all projects	Provide the number of equivalents ⁴		
Technology/ Knowledge packages	Provide a list			
SANRAL research reports	Provide a list			
National guidelines	Provide a list			
Masters' degrees completed	Provide a list			
PhDs completed	Provide a list			
Quality assessment indicator description	Total number of citations on SANRAL research reports and other publications	Calculate cumulative number		

⁴ According to the DoHET policy where: Accredited journal article = 1 equivalent; Peer reviewed Bok Chapter = 1 equivalent and peer reviewed published conference paper = 0.5 equivalent

ACTUAL OUTCOMES	Titles	Number/ Value
No of technology demonstration projects	Provide a list of completed projects	Total number
Rand value of technology demonstration projects	Provide the individual Rand values	Total Rand value
No of social project implementations	Provide a list of completed projects	
Rand value of social projects	Provide the individual Rand values	Total Rand value
No of projects with positive environmental impact	Provide a list	
No of practitioners trained	Provide the cumulative number	
No of small contractors involved	Provide a list	Provide number
Number of job opportunities		Provide cumulative number
No of life and success stories	Provide a list	Provide number

IMPACT PROXY INDICATORS AT PROGRAMME LEVEL		
Project level inputs	Description	Number/ Value
No of needs determination processes for the programme		
Number of foresight studies for the programme		
No of researchers trained in research methods cumulative for the programme	Provide names	
No of researchers trained in research ethics cumulative for the programme	Provide names	
No of researchers active in the programme	Provide names	
No of SA black researchers active in the programme	Provide names	
No of SA female researchers active in the programme	Provide names	
No of SA black project leaders in the programme	Provide names	
No of active researchers with PhD in the programme	Provide names	
Cost of research facilities or equipment purchased and developed	Total value	Provide value
Number of job opportunities created through the programme outcomes	Provide description	Provide number
Number and nature of community involvement (development) projects	Provide description	Provide number
Cumulative Rand value of involvement in communities		Provide Rand Value
Project life and success stories	Provide list with reference of where information is stored	Provide number
Fatalities/ 100,000 trips on roads where new solutions have been implemented		

Changes in road condition index due to the implementation of new technologies	
Changes in the facility performance index due to the implementation of new technologies	
Changes in the user satisfaction index due to the implementation of new technologies	
Traffic and freight through flow rate at crucial bottlenecks	

ANNEXURE G – SECRETARIAT OF THE SANRAL RESEARCH & INNOVATION PROGRAMME

1.(SANRAL)
2.
3.

ANNEXURE I – TEMPLATE FOR AGENDA AND MINUTES OF ALL MEETINGS



MINUTES – PROJECT NO: (insert project number)

MEETING NOQUARTER ... OF 20..

Insert date in day month year – insert time TO 12:00

NO	ITEM	WHO	ITEMS FOR DISCUSSION / ACTION NEEDED	DUE DATE
ATTENDEES: Jan Pompies – Chairperson – JP Neels Komkommer - NK		APOLOGIES:		
1.	Welcome			
2.			•	
3.				

NO	ITEM	WHO	ITEMS FOR DISCUSSION / ACTION NEEDED	DUE DATE
4.			•	
5.			•	
6.			•	
7.			•	
8.			•	
9.			•	
9.	General items	ALL	•	
10.	Date of next meeting	ALL		
11.	Closing			

Minutes adopted and signed

Jan Pompies _____ Date _____

Chairperson

Second research team member _____ Date _____

Notes

The format is the approved by SANRAL Board as format for all meetings and may not be changed.

All minutes must be signed as submitted with payment certificates

The financial year is set out as follows: -

1. Quarter 1 – 1 April – 30 June
2. Quarter 2 – 1 July – 30 September (half year) preaudit phase of Auditor General starts)
3. Quarter 3 – 1 October – 31 December
4. Quarter 4 – 1 January to 31 March

Please use bullet points to note decisions and important notes

ANNEXURE J : SCHEDULE FOR THE SUBMISSION OF QUARTERLY AND ANNUAL REPORTS

QUARTER	TIMELINE	SUBMISSION DATE
Quarter 1	April – June	Not later than 5 July
Quarter 2	July – September	Not later than 5 October
Quarter 3	October – December	Not later than 5 January
Quarter 4	January – March	Not later than 5 April

ANNEXURE K : SPECIAL CONDITIONS OF CONTRACT

Only to be completed if the PARTIES to the AGREEMENT find the need for special conditions of contract.

Annexure L: INTELLECTUAL PROPERTY

Annexure will serve to list Background and Foreground intellectual property.

ANNEXURE H – ITIS REGISTRATION & USER MANUAL

(Attached pdf file)

T6. SUBMISSION REQUEST FOR INTEREST AND REQUIRED FORMS

The call for expressions of interest request and all forms listed below must be submitted.

Respondents who are interested in more than one research focus area must submit separate applications for each research focus area. In the event of combining applications only one research focus area will be selected by the evaluation team.

The following forms shall be submitted: -

INVITATION TO BID: SBD1 Form
FORM A2: Certificate of Authority for Signatory
Form A3 : Certificate of Authority for Joint Ventures (where applicable)
Form A4: SBD 4: Declaration of Interest
FORM A5: Declaration of Respondent's status of any debt outstanding to SANRAL
FORM A6: Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)
FORM A7: Certificate of Fronting Practices
FORM A8: Registration on National Treasury Central Supplier Database
FORM A9: Declaration of Tenderer's Litigation History
Form A10: SBD 6.1: Bidder's BBBEE Verification certificate (Incorporated in SBD 6.1)
FORM A11: Certificates of Tax Compliance Status
FORM A12: Schedule of Deviations or Qualifications by Bidder
FORMA13: Certificate of Acquaintance with RFT Documents
Form A14: Declaration of Bidder's Past Supply Chain Management Practices
Form A15: Protection of Personal Information (POPIA)
FORM A16: Certificate of Permission to Conduct Due Diligence Investigation
FORM B1: Curriculum Vitae Template
FORM B2: Original Certified Copy of South African Identification Document
FORM B3: Proof of Google Scholar Score

FORM A2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company’s letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners. Submit a copy of the resolution on printed and bound hard copy and 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,
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 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. 1002-58600-2025 FOR SANRAL RESEARCH PANEL

.....
.....
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)

Signed:.....Date:.....

Name:.....Position.....

Tenderer:.....

RFORM A3: JOINT VENTURE AGREEMENT

Bidder Name	Contact Detail (Name, Cellphone, Email)	Share % in the JV
Total		100

Signed:.....Date:.....

Name:.....Position.....

Bidder:.....

FORM A4: BIDDER’S DISCLOSURE SBD4

Notes to Bidder:

- i. Definitions:
 - a. “State” means:
 - o 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);
 - o any Municipality of Municipal Entity;
 - o Provincial Legislature;
 - o National Assembly or the National Council of Provinces; or
 - o Parliament.
 - b. “Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
- ii. In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.
- iii. If the Form is omitted or blank; or if the Bidder found to have failed to declare conflict or declare false information, The tender will be declared non-responsive and should it be discovered after the award of a contract, contract maybe terminated, and Bidder will be ultimately restricted from doing business with the State.

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution
-----------	-----------------	---------------------------

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

2.2.1 If so, furnish particulars:

.....
.....

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

1. If so, furnish particulars:

.....
.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 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.

6. 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

Signed:.....Date:.....

Name:.....Position.....

Bidder:.....

FORM A5: DECLARATION OF RESPONDENT'S STATUS OF ANY DEBT OUTSTANDING TO SANRAL[HSF26.1]

Notes to respondent:

- 1. The signatory for the respondent shall complete and sign this form declaring the status of (any) debt outstanding to SANRAL.
- 2. If the respondent is a Joint Venture, a declaration is required from each member of the Joint Venture.

I, the undersigned, declare that:

1. the respondent do not have any debt outstanding to SANRAL, other than what is listed below:

Please provide the details:

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

2. the respondent and/or any of its Directors/Members freely, voluntarily and without undue duress unconditionally authorises the SANRAL to set off any debt proven and payable by the respondent or any of its Directors/Members in terms of this declaration against any moneys due to the respondent or any of its Directors/Members.

3. to the best of my knowledge the above information is true and accurate.

Signed and sworn before me at ירידדדד _____ on the _____ day of _____

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 biding upon his/her conscience;
4. The Regulations contained in the Government Gazette Notice R1258 of July 1972 and the R 1648 of August 1977 having been complied with.

COMMISSIONER OF OATHS

FORM A6: MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS & FOREIGN INFLUENTIAL NATIONALS

1. INTRODUCTION

Notes to the respondent:

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

2. DEFINITIONS

- i. **“Board”** means the Board of Directors or the Accounting Authority of SANRAL
- ii. **“Business relationship”** means the connection formed between SANRAL 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 six months, or has held at any time in the preceding twelve months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act (No.1 of 2017).
- 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 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 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. **“SANRAL”** means the South African National Roads Agency SOC Limited; with registration number: 1998/009584/30.
- xii. **“Senior Management”** means the Executive Committee or its individual members.

3. ANNEXURE A

DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS OR FOREIGN INFLUENTIAL NATIONALS (DPIPs, FPPOs or FINs) REPORTING FORM

Primary Particulars	First Name	Surname	Indicate whether is Owner, Shareholder or Director	Middle Name	ID/Passport Number
Country Details	Country of origin	Citizenship		Current country of Residence	
CURRENT STATUS AND BACKGROUND					
Current Occupation	Occupational Title			Status	
				Active	Non-Active
Is the bidder/business partner falling within the following categories (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	
			Active	Non-Active
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

NOTE: IDENTIFICATION OF THE OWNERS, SHAREHOLDERS AND DIRECTORS INVOLVED IN THE BUSINESS (DUPLICATE ANNEXURE A IF THE INFORMATION TO BE SUPPLIED IS FOR MORE THAN ONE PERSON)

Primary Particulars	First Name	Surname	Indicate whether is Owner, Shareholder or Director	Middle Name	ID/Passport Number
Country Details	Country of origin	Citizenship		Current country of Residence	
CURRENT STATUS AND BACKGROUND					
Current Occupation	Occupational Title			Status	
				Active	Non-Active
Is the bidder/business partner falling within the following categories (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		
			Active	Non-Active	
1.					
2.					
3.					
4.					

5.				
6.				
7.				
8.				
9.				
10.				

DECLARATION/UNDERTAKING BY THE BIDDER

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 respondent:

FORM A7: CERTIFICATE OF FRONTING PRACTICES

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

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

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

DECLARATION

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

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

Signed:..... Date:.....
Name:..... Position:.....

FORM A8: CENTRAL SUPPLIER DATABASE

Respondents who are registered on the National Treasury Central Supplier Database, shall submit a copy of their proof of registration, with their Call for Expressions submission. Submissions received from respondents who have not submitted proof of their registration with the Central Supplier Database, will not be considered.

Failure to satisfy the eligibility criteria is a breach of the Conditions of this Call for Expressions and as such, results in instant disqualification.

The respondents shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database <https://secure.csd.gov.za>

Name of Service Provider:

Central Supplier Database Supplier Number:

Central Supplier Database 36 Digit Code/reference Number:

FORM A9: DECLARATION OF TENDERER’S LITIGATION HISTORY

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

Signed:.....**Date:**.....

Name:.....**Position:**.....

Tenderer:.....

FORM A10. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

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

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

1. GENERAL CONDITIONS

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

2. To be completed by the organ of state

- a. The applicable preference point system for this tender is the **90/10** preference point system.
- b. The **90/10 preference point system** will be applicable in this RFI. The lowest/ highest acceptable commercial offer will be used to determine the accurate system once RFIs are received.

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.

4. To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE (COMMERCIAL OFFER)	90
SPECIFIC GOALS	10
Total points for Price (Commercial Offer) and Specific Goals	100

- 5. Failure on the part of a Bidder 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.
- 6. The organ of state reserves the right to require of a Bidder, 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

POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis: **90/10**

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

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

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 Bidder 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:
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, 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.

<i>The specific goals allocated points in terms of this tender</i>	<i>Criteria</i>	<i>Number of points allocated (90/10 system)</i>	<i>Number of points claimed (80/20 system) (To be completed by the Bidder)</i>
<i>B-BBEE level scorecard of the tendering entity.</i>	<i>B-BBEE Level 1</i>	10.00	
	<i>B-BBEE Level 2</i>	9.00	
	<i>B-BBEE Level 3</i>	6.00	
	<i>B-BBEE Level 4</i>	5.00	
	<i>B-BBEE Level 5</i>	4.00	
	<i>B-BBEE Level 6</i>	3.00	
	<i>B-BBEE Level 7</i>	2.00	
	<i>B-BBEE Level 8</i>	1.00	
		<i>Non-compliant contributor</i>	0.00

Notes to Bidders: The Bidder must indicate how they claim points for each preference point system.

5. DECLARATION WITH REGARD TO COMPANY/FIRM

- 1. Name of company/firm.....
- 2. Company registration number:
- 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]

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 –
 - c) disqualify the person from the tendering process;
 - d) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - e) 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;
 - f) recommend that the Bidder 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
 - g) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

FORM A11: CERTIFICATES OF TAX COMPLIANCE

The Tenderer shall complete the declaration below.

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

For this purpose our unique security personal identification number (PIN) is In the event of a joint venture each member shall comply with the above requirements.

Signed:.....Date:.....
Name:.....Position.....
Tenderer:.....

FORM A12: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

Signed:.....**Date:**.....
Name:.....**Position:**.....
Tenderer:.....

FORM A13: CERTIFICATE OF ACQUAINTANCE WITH RFI DOCUMENTS

By signing this certificate, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with and agrees with all the conditions governing this RFI. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, SANRAL will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:

Note: As a general rule, successful Respondents will be required to complete a Supplier registration as a vendor onto the SANRAL vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFI unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by SANRAL’s Legal Department who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFI was unclear but in respect of which he/she failed to obtain clarity.

The Bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFI documents included in the RFI as a returnable document, is found not to be true and/ or complete in every respect.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

FORM 14: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**Notes to Bidder:**

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 Bidder may be disregarded if that Bidder or any of its directors have –**
 - a. **abused and/or misused the State's procurement and/or supply chain management system;**
 - b. **committed fraud, corruption, or any other improper conduct in relation to such State system; and/or**
 - 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 Bidder 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 ◆	No ◆
4.1.1	If Yes, furnish particulars:		
4.2	Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ◆	No ◆
4.2.1	If Yes, furnish particulars:		
4.3	Was the Bidder or any of its directors convicted by a court of law (including a court outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ◆	No ◆
4.3.1	If Yes, furnish particulars:		
4.4	Was any contract between the Bidder and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ◆	No ◆

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

CERTIFICATION

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

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

Signature:

Name:

Position:

Date:

Name of Bidder:

FORM A15: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. SANRAL will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “SANRAL” and the Data subject is the “Respondent”. SANRAL will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

4. SANRAL reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning SANRAL.

5. In responding to this bid, SANRAL acknowledges that it will obtain and have access to personal information of the Respondent. SANRAL agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

6. SANRAL further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by SANRAL and/or its authorised appointed third parties.

7. Furthermore, SANRAL will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, SANRAL requires the Respondent to process any personal information disclosed by SANRAL in the bidding process in the same manner.

8. SANRAL shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

9. SANRAL shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The

Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request SANRAL to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that SANRAL correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in SANRAL’s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA Respondents are required to provide consent below:

YES

NO

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying SANRAL against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.

13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative:

Should a Respondent have any complaints or objections to processing of its personal information, by SANRAL, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

Signed:.....Date:.....
Name:.....Position.....
Tenderer:.....

FORM A16: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION

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 C.3.13(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.

Signed:.....Date:.....
Name:.....Position.....
Tenderer:.....

FORM B1: CURRICULUM VITAE TEMPLATE

This format may not be changed

1. Family name:		
2. First name:		
3. Date of birth:		
4. Nationality:		
5. ID Number		
6. Education		
Date	Degree(s) or Diploma(s) obtained	Name of University/Institution

7. Membership of professional bodies	Name	Role in professional bodies (member, committee member, Chairperson of workgroup etc. – <u>Attach all proof to the CV clearly marked as 7. Membership of professional bodies.</u>
8. Years of research experience - Date range	Name of research project/study	Client

9. List of research publications and academic peer reviewed articles		
Name of Journal/research publication	Name of article/research project	Year
10. Research Publications (last 7 Years)		
Name of Journal/research publication	Name of article/research project	Year

11.. Research Projects			
Year	Theme/Research area/Topic	Client	R Value
12. HFactor	SCORE		
13. Guidelines & Manuals			

IMPORTANT NOTE

The CURRICULUM VITAE TEMPLATE may not be changed – respondent may duplicate/retype and add more rows but under no circumstances will your own design or template or document be acceptable.

FORM B2: ORIGINAL CERTIFIED COPY OF SOUTH AFRICAN IDENTIFICATION DOCUMENT

Attached your clearly marked proof to this page.

FORM B3: PROOF OF GOOGLE SCHOLAR SCORE