



**Employer:  
NDODANA CONSULTING ENGINEERS  
(PTY) LTD**

**CONTRACT SANRAL R.030-080-2016/1-RSA**

**INDEPENDENT ROAD SAFETY AUDIT SERVICES  
FOR THE IMPROVEMENT OF NATIONAL ROAD  
R30 SECTION 8 FROM KM 36.8 TO  
VENTERSDORP (KM 68.646)**

**CALL FOR QUOTATION TO UNDERTAKE  
AN INDEPENDENT ROAD SAFETY AUDIT**

**DATE: JANUARY 2024**

**River Falls Office Park  
262 Rose Avenue  
Wild Pear Building  
Doringkloof  
0157**

**NAME OF BIDDER:.....**



**Employer:**  
**NDODANA CONSULTING ENGINEERS (PTY) LTD**  
**(PTY) LTD**

**CONTRACT SANRAL R.030-080-2016/1-RSA**

**CONTRACT TITLE: INDEPENDENT ROAD SAFETY AUDIT  
SERVICES FOR THE FOR IMPROVEMENT OF NATIONAL ROAD  
R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)**

**CALL FOR QUOTATION TO UNDERTAKE A ROAD  
SAFETY AUDIT**

**THIS DOCUMENT WAS COMPILED BY:**

Address: Ndodana Consulting Engineers (Pty) Ltd  
..... River Falls Office Park  
262 Rose Avenue  
Wild Pear Building  
Doringkloof  
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TABLE OF CONTENTS	PAGE
PART T1: TENDERING PROCEDURES .....	T-7
PART T2: RETURNABLE SCHEDULES.....	T-19
PART C1: AGREEMENTS AND CONTRACT .....	C-1
PART C2: PRICING DATA.....	C-33
PART C3: PROJECT SPECIFICATIONS .....	C-39
PART C4: ANNEXURES .....	C-49

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## **PART T1: TENDERING PROCEDURES**

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## **PART T1: TENDERING PROCEDURES**

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
<b>T 1.1</b>	<b>INVITATION FOR QUOTATION TO UNDERTAKE AN INDEPENDENT ROAD SAFETY</b>
	<b>AUDIT (INCORPORATING SBD1)..... T-9</b>
<b>T1.2</b>	<b>CONDITIONS OF QUOTATION ..... T-11</b>
<b>T1.3</b>	<b>QUOTATION DATA ..... T-12</b>

## **CONTRACT SANRAL R.030-080-2016/1-RSA**

**INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)**

### **T 1.1 INVITATION FOR QUOTATION TO UNDERTAKE AN INDEPENDENT ROAD SAFETY AUDIT**

**CLOSING DATE (AT 11:00): Thursday, 1 February 2024**

Ndodana Consulting Engineers (Pty) Ltd were appointed by the South African National Roads Agency SOC Ltd (SANRAL) **for the Improvement of National Road R30 Section 8 From km 36.8 to Ventersdorp (km 68.646)**. The project falls within the province of North West and in the Dr Kenneth Kaunda district Municipality and local municipality of JB Marks.

The improvement of the R30-8 entails the design of a improved pavement structure with widened cross-section. The entire scope of the project is to conduct a review of the detailed designs of the R30-8. A Road Safety Audit is therefore required to assess the detailed designs including detailed drawings for the improvement of the R30-8.

Firms with road safety and traffic engineering experience are therefore invited to submit a quote to undertake an independent Road Safety Audit. A clarification meeting will not be held, but it is essential that prospective tenderers familiarise themselves with the site.

### **QUOTATION DOCUMENTS**

Quotation documents are available at no cost in electronic format downloaded from the SANRAL's website by the following link <https://www.nra.co.za/sanral-tenders/list/open-tenders/>. Tenderers must have access to Microsoft © Office 2013 and Acrobat Adobe © 9.0 or similar compatible software.

Tenderers must submit, via email, the duly completed Form A1.1: Certificate of Intention to Submit a Tender within three (3) days from the tender advertisement date (by 17 January 2024). Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive.

### **COMPLETION AND DELIVERY OF QUOTATIONS**

The closing time and date for submission of quotations is **11h00 on Thursday, 1 February 2024**.

Only quotation offers submitted electronically on CD / flash drive and delivered to the address specified in the Tender Data will be accepted.

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

Quotations may only be submitted in the format as stated in the Quotation Data.

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

Mr Joel Kabaale

Tel: No. 012 667 5820

Fax No. 012 667 4682

e-mail: [joel@ndodana.co.za](mailto:joel@ndodana.co.za)

THIS DOCUMENT WAS COMPILED BY:

Address: Ndodana Consulting Engineers (Pty) Ltd  
.....River Falls Office Park  
262 Rose Avenue  
Wild Pear Building

Doringkloof  
0157

Tel: No. 012 667 5820

Fax No. 012 667 4682

e-mail [joel@ndodana.co.za](mailto:joel@ndodana.co.za)

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL R.030-080-2016/1-RSA

INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30  
SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

## **T1.2 CONDITIONS OF QUOTATION**

**Note to bidder:**

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

**SANS 10845-3:2015 Edition 1 is obtainable from:  
SABS Standards Division  
1 Dr Lategan Road  
Groenkloof**

**or**

**Private Bag X191  
Pretoria  
0001**

**Tel: +27 12 428 7911  
Fax: +27 12 344 1568  
website: [www.sabs.co.za](http://www.sabs.co.za).**

**NOTE: 1. In this section, the word “Tender” refers to “quotation” and the word “tenderer” refers to “bidder” and must be read as such.**



### T1.3 QUOTATION DATA

The General Conditions and the Employer's Special Conditions of Quotation for Procurement make several references to the Quotation Data for details that apply specifically to this quotation. The Quotation Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard/special conditions of quotation.

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

Clause Number	Quotation Data
2.1	Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule.
2.7	Wherever reference is made in the documentation to contractor it shall also mean service provider.
3.1	<p>The Employer is Ndodana Consulting Engineers (Pty) Ltd. The Employer's domicilium citandi et executandi (permanent physical business address) is:</p> <p>River Falls Office Park 262 Rose Avenue Wild Pear Building Doringkloof 0157</p> <p><i>The Employer's address for communication relating to this project is:</i></p> <p>River Falls Office Park 262 Rose Avenue Wild Pear Building Doringkloof 0157</p>
3.2	<p>The quotation documents issued by the Employer will be in electronic format (CD) and comprise the following: (specific colours only applicable to the final signed contract document):</p> <p><b>Part T1: Tendering Procedures</b></p> <ol style="list-style-type: none"> <li>1. T1.1 Quotation notice and invitation to quotation</li> <li>2. T1.2 General and Special Conditions of Quotation</li> <li>3. T1.3 Quotation data</li> </ol> <p><b>Part T2: Returnable Schedules</b></p> <ol style="list-style-type: none"> <li>4. T2.1 List of returnable documents</li> <li>5. T2.2 Quotation schedules</li> </ol> <p><b>Part C1: Agreements and Contract Data</b></p> <ol style="list-style-type: none"> <li>6. C1.1 Form of offer and acceptance</li> <li>7. C1.2 Contract data</li> <li>8. C1.3 Other contract forms</li> </ol> <p><b>Part C2: Pricing Data</b></p> <ol style="list-style-type: none"> <li>9. C2.1 Pricing instructions</li> <li>10. C2.2 Pricing Schedules / Bills of Quantities</li> </ol> <p><b>Part C3: Terms of Reference</b></p> <ol style="list-style-type: none"> <li>11. C3 Terms of Reference</li> </ol>

3.4	<p>The Employer's Agent is Ndodana Consulting Engineers (Pty) :Ltd</p> <p>They can be contacted at</p> <p>River Falls Office Park 262 Rose Avenue Wild Pear Building Doringkloof 0157</p> <p>Tel: No. 012 667 5820</p> <p>Fax No. 012 667 4682</p> <p>e-mail <a href="mailto:joel@ndodana.co.za">joel@ndodana.co.za</a></p> <p>The language for communications is English.</p>
3.5	<p>The quotation process may be cancelled if:</p> <ul style="list-style-type: none"> <li>a) Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;</li> <li>b) Funds are no longer available to cover the total envisaged expenditure;</li> <li>c) No acceptable quotation is received; or</li> <li>d) There is a material irregularity in the quotation process</li> </ul> <p>The period of 6 (six) months is not applicable</p>
4.1.1	<p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> <li>(a) Meet the minimum requirements for the key persons as stated in the Scope of Works in Clause C3.9: Personnel requirements. If the Key Person does not meet the stipulated minimum requirement for the tender, the tenderer will be declared non-responsive. Where scoring is applicable, the tenderer will be scored 0 points</li> <li>(b) Registered on National Treasury Central Supplier Database. Tenderers, or in the event of a Joint Venture, each member of the Joint Venture, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. If not registered as verified online at tender closing, the tender will be declared non-responsive</li> </ul>
4.6	<p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Quotation 5.8.</p>
4.8	<p>Request clarifications at least 3 (three) working days before the closing date.</p>
4.9	<p>No insurance is provided by the Client.</p>
4.10	<p>Tenderers are required to state the rates and currencies in South African Rand (ZAR)</p> <p>All rates and/or sums tendered shall <b>not</b> be negative.</p>
4.12	<p>Alternative offers are generally not acceptable due to possible manipulation of the quotation process and resulting complexity of the evaluation. Therefore, the submission of alternative quotations is strongly discouraged.</p> <p>The submission of alternative key persons will be declared non-responsive, even if submitted with an alternative financial offer.</p> <p>However, a tenderer wishing to submit an alternative offer shall first apply to the Employer with full details of the principles of the alternative for confirmation that the Employer's standards and requirements are not compromised or reduced. Such confirmation must have been provided by the Employer in writing at least 3 (three) working days before the</p>

	<p>date of quotation closing, or as extended by an addendum sent to all tenderers. The application shall not be submitted later than 3 (three) working days before the date of quotation closing given in Quotation Data Clause 4.15.</p> <p>Acceptable alternative offers will only be considered from a tenderer with the highest number of evaluation points for the main offer.</p>
4.13.1	If a tenderer, including key persons, a joint venture partner or a Targeted Enterprise, submits or participates in more than one quotation for the same project, then all such quotations shall be disqualified.
4.13.1	<p>The returnable documents shall be electronically completed in their entirety (except the signatory's signature shall be handwritten) and returned in print format.</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed quotation offers will not be accepted.</p>
4.13.1	Submit the tender offer electronically on a flash drive, printed and bound hard copy. (In the relevant MS Word 2013 and MS Excel 2013 format as issued, and not in .pdf format, except where so specified.)
4.13.4	The tenderer is required to upload all certificates as listed in List of Returnable Schedules as scanned copies, in pdf format, on the flash drive, printed and bound hard copy..
4.13.5	Wherever reference is made in the quotation documentation for non-financial proposal it shall also mean technical proposal.
4.13.5	<p>Only the following needs to be submitted: The following information to be submitted electronically on flash drive, printed and bound hard copy and marked Postulated Offer followed by the "Tenderer name", in the following order:</p> <ul style="list-style-type: none"> <li>- Form of Offer (signed and scanned as pdf)</li> <li>- All returnable schedules and attachments and certificates (signed and scanned as pdf)</li> <li>- Completed pricing schedule (scanned copy in pdf)</li> </ul>
4.13.5	<p>A two envelope procedure will <b><u>NOT</u></b> apply to this quotation.</p> <p>Submit the flash drive, printed and bound hard copy in a sealed envelope clearly marked "QUOTATION" and bearing the Employer's name, contract number and description as well as the tenderer's authorised representative's name, postal address and contact telephone numbers.</p>
4.15	<p>The Clients address for delivery of quotation offers and identification details to be shown on each quotation offer package are:</p> <p>Location of quotation box:</p> <p><b>The South African National Roads Agency (SOC) Limited</b>  38 Ida Street,  Menlo Park,  0081, Tshwane</p> <p>Delivery address:</p> <p><b>The South African National Roads Agency (SOC) Limited</b>  38 Ida Street,  Menlo Park,  0081, Tshwane</p> <p>Identification details: Place the completed flash drive, printed and bound hard copy in a package marked with the tenderer's company name, the project number and description:</p>

	<p><b>CONTRACT SANRAL R.030-080-2016/1-RSA</b></p> <p><b>INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)</b></p> <p>Quotations must be submitted during office hours (08:00 to 16:00) Monday to Friday at the Clients address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the quotation offer is recorded in the Clients tenders received register.</p>
4.15	The closing time for submission of quotation offers is 11H00 hours on <b>Thursday 1 February 2024</b>
4.16.1	The quotation offer validity period is 90 days.
4.16.2	<p>Where a tenderer, at any time after the opening of his quotation offer but prior to entering into a contract based on his quotation offer:</p> <ul style="list-style-type: none"> <li>(a) withdraws his quotation;</li> <li>(b) gives notice of his inability to execute the contract in terms of his quotation; or</li> <li>(c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9;</li> </ul> <p>such tenderer shall be barred from tendering on any of the Employer's tenders for a period to be determined by the Employer, but not less than 6 (six) months from a date determined by the Employer. This sanction also applies to tenders under evaluation and not yet awarded. The Employer may fully or partly exempt a tenderer from the provisions of this conditions if he is of the opinion that the circumstances justify the exemption.</p>
4.17	Any clarification requested under this clause must be provided within 1 (one) working day of date of request.
4.18	Any additional information requested under this clause must be provided within 2 (two) working days of date of request.
4.19	<p>Access shall be provided for the following inspections, tests and analysis:</p> <ul style="list-style-type: none"> <li>- Site Visit in coordination with assigned route manager</li> </ul>
5.1	The employer shall respond to clarifications received up to 3 working days before quotation closing date.
5.2	The employer shall issue addenda until 3 working days before quotation closing date.
5.5	<p>The time and location for opening of the quotation offer via live streaming are::</p> <p>Time: 11h00 on <b>Thursday 1 February 2024</b></p> <p>Location:</p> <p>Live streaming link will be provided to the Tenderers who complete returnable Schedule: Form A1.1</p>
5.7	<p>Prior to disqualification, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the quotation submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.</p> <p>In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which quotation offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury in writing.</p>

5.8	<p>A Substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material, non-conformities to the bid specifications but are not-related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender.</p> <p>A responsive tender is also one that conforms to all the terms, conditions, and scope of work of the tender documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification.</p>
5.9	<p><b>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</b></p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive quotation offers for:</p> <ol style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ol style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ol> </li> <li>d) imbalanced unit rates.</li> </ol> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their quotation offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the quotation offer shall be corrected as follows:</p> <ol style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</li> <li>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</li> <li>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> </ol> <p>Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.11.1	<p>The procedure for the evaluation of responsive tenders is Method 3.</p> <p>If two or more tenders score the same number of points and these tenders are also the highest ranked tenders, the tenderer with the highest preference points will be recommended for award.</p>

	<p>If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the tenderer that scored the highest points for functionality will be recommended for award.</p> <p>If two or more tenderers score equal total points in all respects, the tenderer to be recommended for award will be decided by the drawing of lots.</p>																																								
5.11.7	<p><b>i. 80/20 preference point system for acquisition of goods and services for Rand value equal to or above R2 000 and up to R50 million</b></p> <p>The following formula will be used to calculate three points out of 80 for price:</p> $Ps = 80(1 - (Pt - Pm) / Pm)$ <p>Where:</p> <p>Ps is the points scored for price of tender under consideration. Pt is the price of the tender under consideration; and Pm is the price of the lowest acceptable tender.</p> <p><b>ii. 90/10 preference point system for acquisition of goods and services for Rand value above R50 million</b></p> <p>The following formula will be used to calculate the points out of 90 for price:</p> $Ps = 90(1 - (Pt - Pm) / Pm)$ <p>Where:</p> <p>Ps is the points scored for price of tender under consideration. Pt is the price of the tender under consideration; and Pm is the price of the lowest acceptable tender.</p> <p>In the event that the calculated value is negative, the allocated score shall be 0 (zero).</p>																																								
5.11.8	<p><b>Scoring preference (Specific Goals):</b></p> <p>Points for specific goals will be awarded according to the table below:</p> <table><tr><th rowspan="2">Specific goals</th><th rowspan="2">Criteria</th><th colspan="2">10 points</th><th colspan="2">20 points</th></tr><tr><th>Point allocation</th><th>Maximum points</th><th>Point allocation</th><th>Maximum points</th></tr><tr><td rowspan="9">B-BBEE Level</td><td>Level 1</td><td>10.00</td><td rowspan="9">10.00</td><td>20.00</td><td rowspan="9">20.00</td></tr><tr><td>Level 2</td><td>9.00</td><td>18.00</td></tr><tr><td>Level 3</td><td>6.00</td><td>14.00</td></tr><tr><td>Level 4</td><td>5.00</td><td>12.00</td></tr><tr><td>Level 5</td><td>4.00</td><td>8.00</td></tr><tr><td>Level 6</td><td>3.00</td><td>6.00</td></tr><tr><td>Level 7</td><td>2.00</td><td>4.00</td></tr><tr><td>Level 8</td><td>1.00</td><td>2.00</td></tr><tr><td>Non-compliant contributor</td><td>0.00</td><td>0.00</td></tr></table> <p><i>A valid B-BBEE verification certificate must be submitted.</i></p> <p>1. The tenderer's scorecard shall be a B-BBEE Certificate issued in accordance with:</p> <ul style="list-style-type: none"><li>- the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; or</li><li>- in the event that the Measured Entity operates in more than one sector or a sub-sector,</li></ul>	Specific goals	Criteria	10 points		20 points		Point allocation	Maximum points	Point allocation	Maximum points	B-BBEE Level	Level 1	10.00	10.00	20.00	20.00	Level 2	9.00	18.00	Level 3	6.00	14.00	Level 4	5.00	12.00	Level 5	4.00	8.00	Level 6	3.00	6.00	Level 7	2.00	4.00	Level 8	1.00	2.00	Non-compliant contributor	0.00	0.00
Specific goals	Criteria			10 points		20 points																																			
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	Level 8	1.00		2.00																																					
	Non-compliant contributor	0.00		0.00																																					

	<p>the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable. The tenderer must comply with the annual revenue thresholds for EME or QSE or Generic in accordance with the amended Construction Sector Codes; and</p> <p>i. The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C1; and</p> <p>ii. The certificate shall:</p> <ul style="list-style-type: none"> <li>- be valid at the tender closing date; and</li> <li>- have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or</li> <li>- be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R3 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017 by the Department of Trade and Industry; and</li> <li>- have a date of issue less than 12 (twelve) months prior to the original advertised tender closing date (see Tender Data C.2.15); and</li> </ul> <p>iii. A valid BBBEE Certificates shall contain:</p> <ul style="list-style-type: none"> <li>- Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.</li> <li>- Value-Added Tax number, where applicable.</li> <li>- The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.</li> <li>- B-BBEE status with corresponding procurement recognition level.</li> <li>- The relevant Codes used to issue the B-BBEE verification certificate.</li> <li>- Date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re- verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.</li> <li>- Financial period which was used to issue the B-BBEE Verification Certificate.</li> </ul> <p>iv. A valid Sworn Affidavit shall contain:</p> <ul style="list-style-type: none"> <li>- Name/s of deponent as they appear in the identity document and the identity number.</li> <li>- Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.</li> <li>- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.</li> <li>- Percentage black ownership, black female ownership and whether they fall within a designated group.</li> <li>- Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.</li> <li>- Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue. <b>The valid format of the Financial Year-End is Day/Month/Year</b></li> <li>- B-BBEE status level. An enterprise can only have one status level.</li> <li>- Date deponent signed and date of Commissioner of Oath must be the same.</li> <li>- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest, and</li> </ul> <p>v. Compliance with any other information requested to be attached to Returnable Schedule Form C1; and</p> <p>vi. In the event of a Joint Venture (JV), a project-specific consolidated (SANRAL project number indicated) valid B-BBEE verification certificate in the name of the JV, issued by a verification agency accredited by the South African National Accreditation System (SANAS) shall be submitted.</p>
5.11.9	<p>In addition to the requirements under paragraph (b) of the Conditions of Quotation, in the event that a due diligence is performed as part of the quotation evaluation, the due diligence report will be used to evaluate the tenderer's ability to perform the contract as stated in sub-clause (b).</p> <p>The due diligence will evaluate the overall risk associated with the tender. The due diligence will take into consideration the following:</p> <ul style="list-style-type: none"> <li>• Assessment of financial statements to assess the financial position of the tenderer and its ability to obtain the necessary guarantees or insurances;</li> <li>• Evaluation of managerial and technical ability and available resources in relation to the proposed tender; Integrity risk evaluation;</li> </ul>

	<ul style="list-style-type: none"> <li>• Operations, activities, locations and key customers;</li> <li>• Reference checks from previous clients; and</li> <li>• Risk rating (i.e. high risk, medium to high risk, medium risk or low risk) of the tenderer.</li> </ul> <p>The Service Provider's Road Safety Audit Team Leader shall be permanently employed staff member of the Service Provider; other key persons may be subcontracted.</p> <p><b>The minimum requirements of the Road Safety Audit Team Leader:</b></p> <ul style="list-style-type: none"> <li>• must be a Registered Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), or international body recognized by the Client,</li> <li>• Must have at least 10 years of experience post-graduation in Road Safety and/or Traffic and Transportation Engineering and/or Geometric Design,</li> <li>• Has successfully completed a recognized Road Safety Audit course to the equivalent of at least 5 CPD points,</li> <li>• Has successfully completed recognized Road Safety courses to the equivalent total of 2 CPD points within the last five (5) years, and</li> <li>• Has undertaken at least 2 formal Road Safety Audits within a period of three (3) years as the Audit Team Leader or Audit Team member.</li> </ul> <p><b>The minimum requirements of the Road Safety Audit Team Member:</b></p> <ul style="list-style-type: none"> <li>• Diploma in technology or a Degree in Engineering or equivalent recognised qualification;</li> <li>• At least 3 years of experience in Traffic and Transportation Engineering and/or Geometric Design and/or Road Safety Audits/Construction.</li> <li>• Has successfully completed a recognised Road Safety Audit Course to the equivalent of at least 5 CPD points</li> </ul>
5.13	<p>The conditions stated in clauses 5.13(a) to ((f) of the Conditions of Quotation as well as the following additional clauses 5.13(g) to (j) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 and as compelling and justifiable reasons in terms of Conditions of Quotation clause 5.11:</p> <ul style="list-style-type: none"> <li>g) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>h) the tenderer has not abused the Employer's supply chain management system;</li> <li>i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect; and</li> <li>j) the tenderer is tax compliant. The recommended tenderer who becomes non-compliant, prior to award, shall be notified and must become compliant within 7 working days of the date of being notified. A recommended tenderer who remains non-compliant after the 7 working days of being notified, shall be declared non-responsive.</li> </ul>
5.16	SANRAL will notify unsuccessful tenderers when the tender process has been concluded. Any unsuccessful tenderer may request a debriefing in writing as specified in clause 5.19.
5.17	The number of paper copies of the signed contract to be provided by the Employer is 1 (one).
5.19	All requests shall be in writing.
Additional conditions of quotation clauses:	
3.7	<b>Jurisdiction</b>



	Unless stated otherwise in the Quotation Data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.
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## **PART T2: RETURNABLE SCHEDULES**

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#### **T.2.1 LIST OF RETURNABLE SCHEDULES**

**Notes to tenderer:**

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

## LIST OF RETURNABLE SCHEDULES

### Notes to tenderer:

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

FORM NO	ELECTRONIC FORMAT	FORM DESCRIPTION	TICK IF COMPLETED
A1:	N/A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	N/A
A1.1	PDF	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	*1
A2.1:	PDF	CERTIFICATE OF AUTHORITY FOR SIGNATORY	*1
A2.2:	PDF	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	*1 & *2
A2.3:	PDF	CERTIFICATE OF SINGLE QUOTATION SUBMISSION	*1 & *2
A2.4:	PDF	CERTIFICATE OF FRONTING PRACTICES	*1 & *2
A2.5	PDF	DECLARATION FORM – MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	*1 & *2
A2.6	PDF	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	*1 & *2
A2.7	PDF	DECLARATION OF INDEPENDENT TECHNOLOGY-BASED INTELLECTUAL SERVICE PROVIDER	*1 & *2
A3.1/ SBD4	PDF	BIDDER'S DISCLOSURE	*1 & 2
A3.2/ SBD9	PDF	CERTIFICATE OF INDEPENDENT TENDER	*2
A3.3/ SBD8	PDF	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	*1 & *2
A3.4	PDF	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	*1 & *2
A4:	PDF	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	*1 & 2
A5:	PDF	SCHEDULE OF ADDENDA TO QUOTATION DOCUMENTS	*1
A6/ SBD2	PDF	CERTIFICATES OF TAX COMPLIANCE	*1
A7:	PDF	CERTIFICATE OF INSURANCE COVER	*1
A8	PDF	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	*1
A9:	PDF	DECLARATION OF TENDERER'S LITIGATION HISTORY	*1
A10:	PDF	SCHEDULE OF CURRENT COMMITMENTS	*1
A11:	PDF	POSSIBLE COMMITMENTS OF KEY PERSON	*1
A12:	PDF	CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993	*1
A13/ SBD1	PDF	INVITAION TO BID AND TERMS AND CONDITIONS FOR BIDDING	*1 & *2
B1:	PDF	KEY PERSON PARTICULARS	*1
C1	PDF	TENDERER'S B-BBEE VERIFICATION CERTIFICATE	*1 & *2
C1.1.1 /SBD7	PDF	FORM OF OFFER	*2
C1.2.3	PDF	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	*2
C2.2/ SBD3	PDF	PRICING SCHEDULE	*2

C2.3	PDF	SUMMARY OF PRICING SCHEDULE	*2
D1	PDF	SCHEDULE OF QUOTATION COMPLIANCE	*1

NOTES:

- \*1 SCHEDULES/DOCUMENTS REQUIRED FOR QUOTATION EVALUATION PURPOSES
- \*2 SCHEDULES/DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

## T.2.2 RETURNABLE SCHEDULES

TABLE OF CONTENTS	PAGE
FORM A1.1: CERTIFICATE OF INTENTION TO SUBMIT A TENDER .....	T-7
FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY .....	T-8
FORM A2.2: DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL .....	T-8
FORM A2.3: CERTIFICATE OF SINGLE TENDER SUBMISSION .....	T-9
FORM A2.4: CERTIFICATE OF FRONTING PRACTICES .....	T-10
FORM A2.5: DECLARATION FORM – MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS .....	T-26
FORM A2.6: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION .....	T-16
FORM A2.7: DECLARATION OF INDEPENDENT TECHNOLOGY-BASED INTELLECTUAL SERVICE PROVIDER .....	T-16
FORM A3.1: COMPULSORY DECLARATION (INCORPORATING SBD4) .....	T-17
FORM A3.2: CERTIFICATE OF INDEPENDENT TENDER (INCORPORATING SBD9) .....	T-23
FORM A3.3: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (INCORPORATING SBD8) .....	T-25
FORM A3.4: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE .....	T-27
FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER .....	T-28
FORM A5: SCHEDULE OF ADDENDA TO QUOTATION DOCUMENTS .....	T-29
FORM A6: CERTIFICATES OF TAX COMPLIANCE (INCORPORATING SBD2) .....	T-30
FORM A7: CERTIFICATE OF INSURANCE COVER .....	T-31
FORM A8: TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS .....	T-32
FORM A9: DECLARATION OF TENDERER'S LITIGATION HISTORY .....	T-33
FORM A10: SCHEDULE OF CURRENT COMMITMENTS .....	T-34
FORM A11: POSSIBLE COMMITMENTS OF KEY PERSON .....	T-35
FORM A12: CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993 .....	T-36
FORM A13: FORM SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING .....	T-37
FORM B1: KEY PERSON PARTICULARS .....	T-39
FORM C1: TENDERER'S B-BBEE VERIFICATION CERTIFICATE (INCORPORATING SBD6.1) .....	T-41
FORM D1: SCHEDULE OF QUOTATION COMPLIANCE .....	T-43

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

**CONTRACT SANRAL R.030-080-2016/1-RSA**

**FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)**

**Notes to Tenderer:**

1. The duly completed certificate of intention to submit a tender must be submitted by whoever intends to tender for this particular tender prior to 17 January 2024. Failure to submit the certificate of intention to tender within the required period may render the tenderer non-responsive and SANRAL does not accept responsibility for any communication not received by the tenderer timeously.
2. Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive if “any material amendment/s” contained in the addenda or additional information is not included in the tender offer/submission.
3. Late notification of intention to tender by a prospective tenderer will not necessarily result in the tender closing date being extended.
4. Should you intend to submit a tender for this particular tender please sign the certificate, scan and email the completed document to the email address indicated in T1.1 of this tender document.
5. The Employer shall send all correspondences, including Addenda, only to the Tenderer’s email address as provided herein; in addition, the Employer shall upload all correspondences on SANRAL website and National Treasury eTender Portal.

This is to certify that I, .....

.....

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

of (address)

.....

.....

telephone number .....

fax number .....

e-mail .....

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

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

**FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

**CONTRACT SANRAL R.030-080-2016/1-RSA**

**FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)**

**Notes to tenderer:**

- 1) The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners. Scan a copy of the resolution on CD.
- 2) In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out;
  - authority for signatory,
  - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
  - name of the designated lead member of the intended joint venture, as required by quotation condition F.2.13.4.
- 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.

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 quotation for contract no.

**SANRAL R.030-080-2016/1-RSA**

**FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)**

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

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

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

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESS: .....

SIGNATURE

SIGNATURE

NAME (print)

NAME (print)



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

**CONTRACT SANRALN R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

**Notes to tenderer:**

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

I, the undersigned, ..... declare:

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

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

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

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

SIGNATURE: .....

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

The deponent having:

- i) acknowledged that he/she knows and understands the contents hereof;
- ii) confirmed that he/she has no objection to the taking of the prescribed oath;
- iii) confirmed that he/she considered the prescribed oath as binding upon his/her conscience; and
- iv) confirmed that the Regulations contained in the Government Gazette Notice R1258 of July 1972 and R1648 of August 1977 have been complied with.

\_\_\_\_\_  
COMMISSIONER OF OATHS

## FORM A2.3: CERTIFICATE OF SINGLE TENDER SUBMISSION

### CONTRACT SANRAL R.030-080-2016/1-RSA

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

#### Notes to tenderer:

1. This certificate serves as a declaration by the tenderer that a single tender was submitted.
2. In the case of a Joint Venture (JV), a separate certificate is to be completed and submitted by each JV member.

#### DECLARATION

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

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

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

## FORM A2.4: CERTIFICATE OF FRONTING PRACTICES

### CONTRACT SANRAL R.030-080-2016/1-RSA

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

#### Fronting Practices

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

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

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

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

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

#### Responsibility to Report Fronting

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

#### Fronting Indicators

<ul style="list-style-type: none"><li>• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;</li></ul>
<ul style="list-style-type: none"><li>• 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;</li></ul>
<ul style="list-style-type: none"><li>• 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;</li></ul>
<ul style="list-style-type: none"><li>• There is no significant indication of active participation by black people identified as top management at strategic decision making level;</li></ul>
<ul style="list-style-type: none"><li>• An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;</li></ul>
<ul style="list-style-type: none"><li>• An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;</li></ul>
<ul style="list-style-type: none"><li>• An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;</li></ul>

<ul style="list-style-type: none"> <li>• The enterprise displays evidence of circumvention or attempted circumvention;</li> </ul>
<ul style="list-style-type: none"> <li>• An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;</li> </ul>
<ul style="list-style-type: none"> <li>• 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</li> </ul>
<ul style="list-style-type: none"> <li>• 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.</li> </ul>

## DECLARATION

I, the undersigned, ..... in submitting the accompanying quotation 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.
3. I accept that intentional mis-representation by measured entities may constitute fraudulent practices that shall be reported to the Department of Trade and Industry.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

**FORM A2.5: DECLARATION OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS (DPIPs, FPPOs & FINs)**

**CONTRACT SANRAL R.030-080-2016/1-RSA**

**FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)**

**Notes to Tenderer:**

1. In line with a policy on the management of Prominent Influential Persons (PIP's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of the Employer is concerned. This is done to mitigate the Employer's perceived association, reputational, operational or legal risk, as it strives to foster and maintain fair and transparent business relations. (This policy is available on the Employer's website: [www.nra.co.za](http://www.nra.co.za))
2. It is compulsory that all prospective and existing tenderers conducting business with the Employer, who potentially meet the definition of DPIP's, FPPO's or FIN's, complete this form by supplying credible information as required and submit together with their tender document.
3. Tenderers are required at the tender stage to declare any DPIP's, FPPO's or FIN's involved in their tenders, as part of their submission.
4. Further, that tenderers shall at the tender stage furnish the Employer of all information relating to namely, shareholders names, identity numbers and share certificates of the individual and/or transaction concerned using the form below, for verification purposes, including where applicable, confirmation as it relates to:
  - 4.1 Knowledge of any offence within the meaning of Chapter 2, Section 12 and 13 of Prevention and Combating of Corrupt Practices Act No 4 of 2006; and/or
  - 4.2 Knowledge of any offence within the meaning of Chapter 3 of Prevention of Organised Crime Act No 121 of 1998 as it relates to any of the shareholders, directors, owners and/or individual link to the tenderer.
5. Tenderers undertake that should it be discovered that the information provided in the table below is fraudulently or negligently misrepresented, then Chapter 9, Section 214 and 216 of Companies Act No 17 of 2008 shall apply to shareholders, directors, owners and/or individual link to the tenderer.
6. Should the tenderer fail to declare or supply the Employer with credible information in the prescribed form, the tender may be rendered invalid.
7. Should the Employer, in the process of conducting verification and investigation of information supplied by the tenderer find out that the information poses a reputational risk, the tender shall be rendered invalid.
8. The following definitions shall apply:
  - 8.1 "Board" means the Board of Directors or the Accounting Authority of the Employer.
  - 8.2 "Business relationship" means the connection formed between the Employer and external stakeholders for commercial purposes.
  - 8.3 "DD" means Due Diligence which is defined for this form as:
    - a) the verification of disclosures in the disclosure form, including if the disclosure is "none"; and
    - b) further investigation if any areas of risk are identified from publicly available information.
  - 8.4 "Domestic Prominent Influential Person" means an individual who holds an influential position, including in an acting position for a period exceeding 6 (six) months, or has held at any time in the preceding 12 (twelve) months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
  - 8.5 "DPIP" means a Domestic Prominent Influential Person.
  - 8.6 "Family members and known close associates" means immediate family members and known close associates of a person in a foreign or domestic prominent position, as the case may be, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
  - 8.7 "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.
  - 8.8 "Foreign Prominent Public Official" means (as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017) an individual who holds or has held at any time in the preceding 12 (twelve) months, in any foreign country a prominent public function.
  - 8.9 "FPPO" means a Foreign Prominent Public Official.
  - 8.10 "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.
  - 8.11 "PIP" means Prominent Influential Person and includes DPIP, FPPO and FIN

8.12 “SANRAL” means the South African National Roads Agency SOC Limited (SANRAL) with registration number 1998/009584/30.

8.13 “Senior Management” means the Executive Committee or its individual members.

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

**Prominent Influential Persons (PIP's) Reporting Form**

IDENTIFICATION PARTICULARS				
Primary Particulars	First Name	Surname	Middle Name	ID/Passport Number
Country Details	Country of Origin		Citizenship	Current Country of Residence
CURRENT STATUS AND BACKGROUND				
Current Occupation	Occupational Title		Status	
			Active	Non-active
Is the potential/business partner (mark with an “X” whichever is applicable):				
a DPIIP	a FPPO	a FIN	Family member or Close Associate of a DPIIP/FPPO/FIN?	
KNOWN BUSINESS INTERESTS				
No	Name of Entity	Role in Entity	Status	
1			Active	Non-active
2				
3				
4				
5				
6				
7				
8				
9				
10				
MEDIA REPORTS / OTHER SOURCES OF INFORMATION				
(Please reference all known negative or damaging media reports associated with the DPIIP/FPPO/FIN)				


**Reporting Person/s:**

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

## DECLARATION / UNDERTAKING BY THE TENDERER

I, the undersigned, ..... declare that:

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

Signature: .....

Name: .....

Position: .....

Date: .....

Name of Tenderer: .....



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

**CONTRACT SANRAL R.030-080-2016/1-RSA**

**FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)**

**Notes to tenderer**

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

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

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

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

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

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

.....  
**SIGNATURE**

.....  
**DATE**

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

**CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

**Notes to tenderer:**

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

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

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

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

SIGNATURE

The deponent having:

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

.....  
COMMISSIONER OF OATHS

## FORM A3.1: BIDDERS'S DISCLOSURE (INCORPORATING SBD4)

### CONTRACT SANRAL R.030-080-2016/1-RSA

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

#### Notes to Tenderers:

- a) Definitions:
  - i) "State" means:
    - a. 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);
    - b. any Municipality of Municipal Entity;
    - c. Provincial Legislature;
    - d. National Assembly or the National Council of Provinces; or
    - e. Parliament.
  - ii) "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.
- b) If the Tenderer is a Joint Venture (JV), a separate declaration form is to be completed and submitted by each JV member.
- c) If the Form is omitted or blank; or if the Tenderer found to have failed to declare conflict or declare false information, the Tender will be declared non-responsive and should it be discovered after the award of a contract, the contract may be terminated, and the Tenderer will be ultimately restricted for doing business with the State.

#### 1. PURPOSE OF THE FORM

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

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

#### 2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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.

---

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

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**

- 2.3.1 If so, furnish particulars:


### 3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

---

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

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

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

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

Signature	Date
Position	Name of Bidder

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

### CONTRACT SANRAL R.030-080-2016/1-RSA

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

#### Notes to tenderer:

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

#### Declaration

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

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

f) tendering with the intention not to win the tender.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this quotation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competitions Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and/or may be reported to the National Prosecuting Authority for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature: .....

Date: .....

Name: .....

Position: .....

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

#### CONTRACT SANRAL R.030-080-2016/1-RSA

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

#### Notes to tenderer:

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

4.1	<p>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>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.</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes ..	No ..
4.1.1	If Yes, furnish particulars:		
4.2	<p>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes ..	No ..
4.2.1	If Yes, furnish particulars:		
4.3	<p>Was the tenderer or any of its directors convicted by a court of law (including a court outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes ..	No ..



4.3.1	If Yes, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ..	No ..
4.4.1	If Yes, furnish particulars:		

### **CERTIFICATION**

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

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

SIGNATURE: .....

NAME: .....

POSITION: .....

DATE: .....

NAME OF TENDERER: .....

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

**CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

The tenderer shall provide a scanned copy in pdf of the Active Supplier Listing on the National Treasury Central Supplier Database ([www.treasury.gov.za](http://www.treasury.gov.za)). In the case of a Joint Venture , the tenderer shall provide scanned copies in pdf of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the Joint Venture.

Name of Service Provider: .....

Central Supplier Database Supplier Number: .....

Supplier Commodity: .....

Delivery Location: .....

**FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**

**CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

**Notes to tenderer:**

- 1. The postulated tender MUST be priced.**
- 2. When submitting any alternative tender, condition of clause 4.12 of Tender Data, shall be followed.**

PAGE	DESCRIPTION

SIGNED BY TENDERER: .....

**FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS****CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

**Notes to Tenderer:**

1. If an addendum containing material amendments is not incorporated by the tenderers in his tender offer.

**The tender will be declared non-responsive.**

We confirm that the following communications received from the Employer before the submission of this quotation offer, amending the quotation documents, have been taken into account in this quotation offer:		
No	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED BY TENDERER: .....

**FORM A6: CERTIFICATES OF TAX COMPLIANCE (INCORPORATING SBD2)**

**CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

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 .....  
our tax reference number is .....  
and our tax clearance certificate number is .....

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

.....  
**SIGNATURE**

.....  
**DATE**

**FORM A7: CERTIFICATE OF INSURANCE COVER**

**CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

**Notes to tenderer:**

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

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

- i) Name of Tenderer: .....
- ii) Period of Validity: .....
- iii) Value of Insurance:
  - General public liability  
Company: .....  
Value: .....
  - Third Party Liability  
Company: .....  
Value: .....

SIGNED BY TENDERER: .....

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

**CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

**Notes to tenderer:**

1. The tenderer shall attach to this form a letter (dated less than 3 months prior to the tender closing date) from a Registered Financial Service Provider (registered with the FSB) which declares how the entity conducts its account and confirms that the Tenderer has the financial means net of current commitments (independent of any contractual advance payment) available to meet the construction cash flow requirements estimated for the subject contract.
2. Failure to provide the required letter with the tender submission may render the tenderer's offer non-responsive in terms of tender condition 5.8.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.
4. In the event that the Employer at its sole discretion is not satisfied with the financial capability of the tenderer as a result of whatsoever nature and reason, the Employer reserves the right to invoke the provisions under tender data 5.13. In addition, the Employer reserve the right to perform a full risk assessment as per tender data 5.13. Furthermore, if the afore-mentioned occur, any and all report/s will be used to evaluate the Tenderer's ability to perform the contract as stated in sub-clause 5.13.(b) of the SANS Standard Conditions of Tender.
5. If the Tenderer does not have financial resources. The tender will be declared non-responsive  
The letter shall contain the information as indicated

DATE

Bank Name

FSB Number

Bank Address

(Letter to be on the Financial Service Provider's letter head)

**RE: ACCOUNT CONDUCT AND CASHFLOW CONFIRMATION**

To Whom It May Concern:

We hereby confirm that **Tenderer Name** has been banking with **xxxx** bank for a period of **xxx years** and the account has been conducted in a satisfactory manner. **Tenderer Name** has the financial means, net of current commitments available to meet the construction cash flow requirements to the value of **xxxxx** for contract **(insert contract number)**.

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

Yours Sincerely,

Name \_\_\_\_\_

Signature \_\_\_\_\_

BANK STAMP

**FORM A9: DECLARATION OF TENDERER'S LITIGATION HISTORY****CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

**Note to tenderer:**

The tenderer (and in the case of a Joint Venture, each member of the Joint Venture) 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 BY TENDERER: .....



**FORM A10: SCHEDULE OF CURRENT COMMITMENTS**

**CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

**Notes to tenderer:**

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

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

**FORM A11: POSSIBLE COMMITMENTS OF KEY PERSON****CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

**Notes to tenderer:**

1. Key Person (Road Safety Audit Team Leader) will be limited to participate in a maximum number of 6 (six) concurrent contracts with the Client.
2. The purpose of this form is for the tenderer to identify areas of conflict with respect to key personnel proposed for this project. Failure to identify where areas of conflict occur, or may occur, and which are subsequently discovered by the Employer shall render such offer as non-responsive, rejected and the tenderer automatically barred from tendering on SANRAL projects for a period of at least 3 (three) months from the date of quotation closure.
3. The tenderer shall list below all projects/tenders for which the proposed Key Person have been proposed, and for which results of an award are unknown at the date of quotation closure of this project.
4. The start date in column 4 of the table below is that date indicated in the quotation documents as being the intended start of the duties of the key personnel (i.e. expected start of design or supervisory duties).
5. Tenderers must submit an alternative candidate for those positions identified as being possible areas of conflict by completing separate Returnable Schedule Forms B1 for the alternate (Alternate Road Safety Audit Team Leader). The Employer will not request alternative candidates after quotation closure and will interpret the lack of any alternative candidate as an indication the tenderer accepts that it will be impossible to be awarded this project as well as one of the others listed on this list. The Employer reserves the right to select according to its best interest and not the tenderers.

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

SIGNED BY TENDERER:.....

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

**CONTRACT SANRAL R.030-080-2016/1-RSA**

**FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)**

**Notes to tenderer:**

- 1. Discovery that the tenderer has failed to make proper disclosure may result in the Employer terminating a contract that flows from this quotation on the ground that it has been rendered invalid by the tenderer's misrepresentation.**
- 2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 130 of 1993).**
- 3. The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 (thirty six) months preceding the date of the tender.**
- 4. In the event of a joint venture, each and every member of the unincorporated Joint Venture shall comply with the above requirements.**

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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	R.030-080-2016/1-RSA	CLOSING DATE:	Thursday 1 February 2024	CLOSING TIME:	11:00
DESCRIPTION	FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
38 Ida Street, Menlopark, Pretoria, 0035					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Joel Kabaale		CONTACT PERSON	Joel Kabaale	
TELEPHONE NUMBER	012 667 5820		TELEPHONE NUMBER	012 667 5820	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	joel@ndodana.co.za		E-MAIL ADDRESS	joel@ndodana.co.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	---	--

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

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

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

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

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

**NB: FAILURE TO PROVIDE / 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:

.....

**FORM B1: KEY PERSON PARTICULARS****CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

**Notes to tenderer:**

1. The purpose of this form is furnish pertinent details with regards to the proposed Key personnel.
2. The Tender may use his own form in the event that that more details as the lines on the forms allowed for, are available.
3. Use separate forms for the Audit Team leader, Alternative Audit Team Leader and Audit Team members. Note: Tenderers must submit an alternative Audit Team Leader candidate in line with Note 1 on form A11. The Employer will not request an alternative candidate after tender closure and will interpret the lack of any alternative candidate as an indication that the tenderer accepts that it will be impossible to be awarded this project as well as one of the others listed on form A11.
4. Attach Curriculum vitae of the proposed personnel to these forms.
5. If the Form is omitted or incomplete or proposed candidate does not meet the minimum experience.

The tender will be declared non-responsive.”

Proposed position	Tick relevant item
Audit Team leader	
Alternative Audit Team leader	
Audit Team member 1	
Audit Team member 2 (QSE/EME)	

**Personal Details:**

Name	Identity Number

**Qualifications:**

First Engineering qualification	Institution	Completion date
Highest engineering qualification	Institution	Completion date

Registration with Professional Bodies: (Including ECSA, list any institution, society etc. that the candidate believes relevant)

INSTITUTION	Registration Number

Experience in road safety engineering, traffic and/or transportation engineering and/or geometric design (list details to demonstrate all relevant experience as required by clause 5.13.1)

Client	Type of facility	Date completed	Fee Value	Position held

Experience with road safety auditing (list details as required by clause 5.13.1)

Client	Type of facility	Date completed	Fee Value	Position held

Recognized Road Safety Audit courses and/or Road Safety courses (list only relevant courses attended as required by clause 5.13.1)

Host Institution	Course	Date	Number of CPD points earned

SIGNED BY TENDERER:.....



**FORM C1: TENDERER'S B-BBEE VERIFICATION CERTIFICATE (INCORPORATING SBD6.1)**

**CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

***Notes to Tenderer:***

1. The tenderer shall attach to this form a valid B-BBEE Verification Certificate issued in accordance with:
  - the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No 41287 on 1 December 2017 by the Department of Trade and Industry.
  - In the event that the Measured Entity operates in more than one sector or sub-sector (e.g. Contractor or BEP) the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of Annual Revenue) are located will be acceptable.
2. The certificate shall:
  - have been issued by a Verification Agency accredited by the South African National Accreditation System (SANAS); or
  - be in the form of a sworn affidavit (accompanied by an audited financial statement or management account on the latest financial year) or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million if issued in accordance with the amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No 41287 on 1 December 2017 by the Department of Trade and Industry; and
  - be valid at the tender closing date; and
  - have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15).
3. In the event of a Joint Venture (JV), a valid project specific consolidated (must contain SANRAL contract number) B-BBEE Verification Certificate in the name of the JV shall be attached.”.
4. The attached Verification Certificate and the associated Assessment Report shall comply with the requirements of Tender Data, Clause 5.11.8 and shall identify:
  - (a) The name and domicilium citandi et executandi of the tenderer.
  - (b) The registration and VAT number of the tenderer.
  - (c) The dates of granting of the B-BBEE score and the period of validity.
  - (d) The expiry date of the Verification Certificate.
  - (e) A unique identification number.
  - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
  - (g) The name and/or mark/logo of the B-BBEE Verification Agency.
  - (h) The scorecard (GENERIC, QSE) against which the tenderer has been measured.
  - (i) The B-BBEE status level.
  - (j) The South African National Accreditation System (SANAS) logo on the Verification Certificate once verification agencies have been accredited.
  - (k) The B-BBEE procurement recognition level.
  - (l) The score achieved per B-BBEE element.
  - (m) The % black shareholding.
  - (n) The % black women shareholding.
  - (o) The % black persons with disabilities shareholding.
  - (p) The % black youth shareholding.
  - (q) the % black people living in rural or under-developed areas or townships shareholding.
  - (r) The % black military veterans shareholding.
  - (s) The value added status of the tenderer.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a Verification Agency's standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected Verification Agency and have it recorded on the

certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same Verification Agency and also attached to this form.

**6. The tender will be declared non-responsive:**

- a) If the B-BBEE Certificate is not submitted or submitted B-BBEE certificate is not valid; or
- b) If the B-BBEE Certificate is not submitted, and the tenderer has claimed a status point level (not applicable for 2 envelope system); or
- c) If tenderer failed to submit a valid B-BBEE Certificate but claimed status level points; or
- d) If the tenderer submits a B-BBEE Certificate that is expired - but did claim preference points; or
- e) If the tenderer submits a B-BBEE Certificate that does not comply with requirements (eg. not SANAS); or
- f) If the tenderer submits the Scorecard assessment report only; or
- g) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate which is not project specific; or
- h) If, in a case of a Joint Venture, the tenderer submits an unincorporated consolidated Joint Venture B-BBEE Certificate does not have a contract description and / or a tender number; or
- i) If a tenderer only submits one B-BBEE certificate, where multiple tenders were issued by SANRAL; or
- j) If the BBBEE certificate or Sworn Affidavit is not submitted or not valid.
- k) Sworn Affidavit; if
  - i. EME (not start-up) submits a Sworn Affidavit with total revenue above R1.8 million (Consultants) or R3 million (contractors) instead of a B-BBEE Certificate; or
  - ii. QSE submits Sworn Affidavit (consultants and contractors) instead of a B-BBEE Certificate
- l) If the Sworn Affidavit is not valid. A valid Sworn Affidavit must contain the following:
  - i. Name/s of deponent as they appear in the identity document and the identity number.
  - ii. Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
  - iii. Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
  - iv. Percentage black ownership, black female ownership and whether they fall within a designated group.
  - v. Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
  - vi. Financial year-end as per the enterprise's registration documents, which was used to determine the total revenue.
  - vii. B-BBEE status level. An enterprise can only have one status level.
  - viii. Date deponent signed and date of Commissioner of Oath must be the same.
  - ix. Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest".

**FORM C1.2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)**

**CONTRACT SANRAL R.030-080-2016/1-RSA**

**FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)**

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

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

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**1. GENERAL CONDITIONS**

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

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

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

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

5.2. Company registration number: .....

5.3. TYPE OF COMPANY/ FIRM

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

Company [TICK

APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

**FORM D1: SCHEDULE OF QUOTATION COMPLIANCE****CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

**Note to tenderer:**

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

FORM NO / SBD NO	FORM DESCRIPTION	TICK IF COMPLETED
A1	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	N/A
A2.1	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
A2.2	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	
A2.3:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
A2.4:	CERTIFICATE OF FRONTING PRACTICES	
A2.5:	DECLARATION FORM – MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	
A2.6:	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	
A3.1 / SBD4	COMPULSORY DECLARATION	
A3.2 / SBD9	CERTIFICATE OF INDEPENDENT TENDER	
A3.3 / SBD8	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
A3.4	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
A3.5	DECLARATION FORM – MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	
A4	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
A5	SCHEDULE OF ADDENDA TO QUOTATION DOCUMENTS	
A6 / SBD2	CERTIFICATE OF TAX COMPLIANCE	
A7	CERTIFICATE OF INSURANCE COVER	
A8	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	
A9	SCHEDULE OF TENDER'S LITIGATION HISTORY	
A10	SCHEDULE OF CURRENT COMMITMENTS	
A11	POSSIBLE COMMITMENTS OF KEY PERSON	
A12	CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993	
A13/ SBD1	INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	
B1	KEY PERSON PARTICULARS	
C1 / SBD6.1	TENDERER'S B-BBEE VERIFICATION CERTIFICATE	
C1.2 / SBD6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
C1.1.1 / SBD7	FORM OF OFFER	
C1.2.3	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	
C2.2 / SBD3	PRICING SCHEDULE	
C.2.3	SUMMARY OF PRICING SCHEDULE (INCLUDING BREAKDOWN OF RATES)	

SIGNED BY TENDERER: .....

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## **PART C1: AGREEMENTS AND CONTRACT**

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## **PART C1: AGREEMENTS AND CONTRACT**

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
<b>C1.1 FORMS OF OFFER AND ACCEPTANCE .....</b>	<b>C-3</b>
<b>C1.1.1 FORM OF OFFER .....</b>	<b>C-3</b>
<b>C1.1.2 FORM OF ACCEPTANCE (INCORPORATING SBD7) .....</b>	<b>C-5</b>
<b>C1.1.3 APPENDIX TO FORM OF ACCEPTANCE .....</b>	<b>C-7</b>
<b>C1.1.4 FORM OF BANKING DETAILS.....</b>	<b>C-8</b>
<b>C1.2 CONTRACT DATA .....</b>	<b>C-10</b>
<b>C1.2.1 CONDITIONS OF CONTRACT.....</b>	<b>C-10</b>
<b>C1.2.2 CONTRACT DATA: INFORMATION PROVIDED BY THE EMPLOYER .....</b>	<b>C-30</b>
<b>C1.2.3 CONTRACT DATA: INFORMATION PROVIDED BY THE TENDERER.....</b>	<b>C-32</b>

### **Notes to tenderer**

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

The tender shall be declared non-responsive tender offer.

2. If more than one alternative quotation is submitted each shall be numbered and submitted on a separate Form of Offer duly completed and signed.

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

**C1.1.1 FORM OF OFFER**

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

Sir,

**CONTRACT SANRAL R.030-080-2016/1-RSA**  
FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD  
R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

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

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

**A. PRICE OFFERED**

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

.....  
.....(in words)

(R ..... in figures)

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

**B. PREFERENCE CLAIMED**

I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule Form C1: Tenderer's B-BBEE Verification Certificate subject to Quotation Data 5.11.8. In the event of any difference between the above stated status level and the Verification Certificate attached to Form C1, the Verification Certificate shall apply.

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

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

Yours faithfully

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

NAME (IN CAPITALS): .....

CAPACITY: .....

Date and minute reference of Board resolution if different from returnable schedule Form A1: Certificate of Authority  
for signature

NAME AND ADDRESS OF ORGANISATION: .....  
.....

NAME AND SIGNATURE OF WITNESS:

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

NAME (IN CAPITALS): .....

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

To **(Name of successful tenderer)**

Dear Sir,

#### **CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

#### **ACCEPTANCE OF OFFER**

1. It is our pleasure to inform you that the *(Name of Service provider)* accepts your *(select if applicable corrected/corrected alternative/alternative)* offer in the amount of R..... (i.e. including VAT but excluding CPA and any contingent sum not in the priced schedule).
2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.
3. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:  
  
Part C1: Agreements and Contract Data (including this form of acceptance),  
Part C2: Pricing Data,  
Part C3: Project Specification  
Part C4: Annexures  
  
together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into Parts C1 to C4 listed above.
4. Deviations and/or qualifications included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. *(If no deviation state "There are no deviations, qualifications or changes to the documents). Addenda issued during the quotation period are deemed not to be deviations to the quotation documents and schedules.*
5. A SARS compliance check has been done on you and you are found to be ***(select: compliant or non-compliant). (Note to compiler: check SARS website for compliance. If not compliant add the following sentence: Within 7 (seven) working days of the date of this Form of Acceptance you shall provide proof that you are SARS compliant. Failure to fulfil this obligation shall constitute a repudiation of this agreement.)***
6. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:
  - (i) Proof of insurance in terms of the information provided in the contract data and clause 5.4 of the General Conditions of Contract. Proof of validity of insured cover shall be provided on a monthly basis until contract completion.
  - (ii) Completed Form of Banking details which is attached hereto (Form C.1.1.4).
  - (iii) Completed Tax Compliance Permission Declaration which is attached hereto (Form C.1.1.5).

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

7. The effective date of the contract shall be the date of this Form of Acceptance unless you, within four (4) calendar days of the effective date, notify us in writing of any justification why you cannot accept the contents of this agreement.
8. The commencement date of the contract shall be that on which the project hand-over meeting is held, which shall not be later than.... *(usually 7 calendar days after the date of this form, or earlier if circumstances demand and as agreed between tenderer/employer)*
9. Notwithstanding that a full, original-signed copy of the contract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this Form of Acceptance constitutes the binding contract between us.
10. The approved Key Persons for this project are:

**Key Position**

**Name**

.....

.....

.....

.....

.....

.....

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

NAME (IN CAPITALS): .....

CAPACITY:

*(Consultants details)*

EMPLOYER'S NAME AND ADDRESS:

*(Consultants details)*

NAME AND SIGNATURE OF WITNESS:

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

NAME (IN CAPITALS): .....

### C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

#### CONTRACT SANRAL R.030-080-2016/1-RSA

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

Schedule of deviations

#### Notes:

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

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

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

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

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

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

#### C1.1.4 FORM OF BANKING DETAILS

##### Notes to Tenderer

1. The Employer applies an Electronic Funds Transfer system for all payments.
2. If you are already registered as a vendor with the Employer, you are not required to submit the documentation as per note 3.
3. If you are not registered as a vendor with the Employer, you are required to supply:
  - an original cancelled cheque bearing your company name and account number; or
  - if you are unable to supply an original cancelled cheque, you are to provide a letter on your letterhead as per the pro forma below and return the original letter to the address as stated in clause 3.4 of C1.2.2 - Information provided by the Employer, delivered by hand or sent by post.

To:

*(Consultants name and address)*

Dear Sir

##### **CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

##### **BANKING DETAILS**

By signing this document we accept the following:

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

Account Name: .....

Bank: .....

Branch Name: .....

Branch Code: .....

Account Number: .....

Yours sincerely

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

DATE:

**C1.1.5 TAX COMPLIANCE PERMISSION DECLARATION**

**Note to Tenderer:**

1. In terms of National Treasury Instruction No 9 of 2017/2018 with reference to the Public Finance Management Act, 1999 (Act No 1 of 1999) and Regulations, the Service Provider and sub-contractors are required to provide the employer with written confirmation to access the SARS Electronic Tax Compliance Status (TCS) system to verify and continuously track the tax compliance status of all persons conducting business with the State.

The Service Provider shall complete the declaration below.

I, ..... (name) the undersigned in my capacity as ..... (position) on behalf of ..... (name of company) herewith grant consent that SARS may disclose to ..... **(compiler to insert consultant's details)** our tax compliance status on an ongoing basis for the contract term. For this purpose our unique security personal identification number (PIN) is .....

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

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

.....  
**SIGNATURE**

.....  
**DATE**



## C1.2 CONTRACT DATA

### C1.2.1 CONDITIONS OF CONTRACT

#### Notes to tenderer:

1. These conditions of contract are *mutatis mutandis* those which control the contract between the South African National Roads Agency SOC Limited, who is also the client and the Service Provider who is the Employer in terms of this contract.
2. Under their provisions the Employer (who is the client's) contractor or Service Provider) has like powers, rights and responsibilities in relation to his contractor (who is the Service Provider as between the client and the Employer (i.e. the Service Provider). Similarly, the contractor (who is the Service Provider conducting the Road Safety Audit) has like powers, rights and responsibilities in relation to his Employer (i.e. the Service Provider) as between the Employer and the client under their contract.
3. Nothing within these provisions shall be construed as creating any privity of contract between the contractor (i.e. the Service Provider) and the client.
4. These conditions are the legislated Standard Conditions of Contract for Professional Services (as published and amended from time to time by the Construction Industry Development Board) and include the client's special conditions of contract which are shown in italics as amending clauses of the Standard Conditions.

#### TABLE OF CONTENTS

#### PAGE

1.	DEFINITIONS .....	C-13
2.	INTERPRETATION .....	C-15
3.1	GOVERNING LAWS .....	C-15
3.2	CHANGE IN LEGISLATION .....	C-15
3.3	LANGUAGE .....	C-16
3.4	NOTICES.....	C-16
3.5	LOCATION.....	C-16
3.6	PUBLICITY AND PUBLICATION .....	C-16
3.7	CONFIDENTIALITY .....	C-16
3.8	VARIATIONS .....	C-16
3.9	SOLE AGREEMENT .....	C-17
3.10	INDEMNIFICATION .....	C-17
3.11	PENALTY .....	C-17
3.12	EQUIPMENT AND MATERIALS FURNISHED BY THE EMPLOYER.....	C-17
3.13	ILLEGAL AND IMPOSSIBLE REQUIREMENTS .....	C-17
3.14	PROGRAMME .....	C-17
3.15	SEVERABILITY .....	C-18
3.16	WAIVER .....	C-18
4.	EMPLOYER'S OBLIGATIONS.....	C-18
4.1	INFORMATION .....	C-18
4.2	DECISIONS .....	C-18
4.3	ASSISTANCE .....	C-18

4.4	SERVICES OF OTHERS .....	C-19
4.5	NOTICE OF CHANGE BY EMPLOYER .....	C-19
4.6	ISSUE OF INSTRUCTIONS.....	C-19
4.7	PAYMENT OF SERVICE PROVIDER .....	C-19
5.	SERVICE PROVIDER'S OBLIGATIONS .....	C-19
5.1	GENERAL .....	C-19
5.2	EXERCISE OF AUTHORITY .....	C-19
5.3	DESIGNATED REPRESENTATIVE .....	C-20
5.4	INSURANCES TO BE TAKEN OUT BY THE SERVICE PROVIDER.....	C-20
5.5	ACTIONS REQUIRING EMPLOYER'S PRIOR APPROVAL.....	C-19
5.7	NOTICE OF CHANGE BY SERVICE PROVIDER.....	C-19
5.8	SAFEGUARDING THE EMPLOYER'S DATA .....	C-19
6.	CONFLICTS OF INTEREST, <i>CORRUPTION AND FRAUD</i> .....	C-19
6.1	SERVICE PROVIDER NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC. ....	C-19
6.2	ROYALTIES AND THE LIKE.....	C-21
6.3	INDEPENDENCE .....	C-21
6.4	CORRUPTION AND FRAUD .....	C-21
7.	SERVICE PROVIDER'S PERSONNEL .....	C-22
7.1	PROVISION OF PERSONNEL .....	C-22
7.2	STAFF AND EQUIPMENT .....	C-22
7.3	WORKING HOURS, OVERTIME AND LEAVE .....	C-23
8.	COMMENCEMENT, COMPLETION, MODIFICATION SUSPENSION AND TERMINATION OF THE CONTRACT .....	C-23
8.1	COMMENCEMENT .....	C-23
8.2	COMPLETION.....	C-23
8.3	FORCE MAJEURE .....	C-23
8.4	TERMINATION.....	C-24
8.5	SUSPENSION .....	C-25
8.6	RIGHTS AND LIABILITIES OF THE PARTIES.....	C-25
9.	OWNERSHIP OF DOCUMENTS AND COPYRIGHT.....	C-25
10.	SUCCESSION AND ASSIGNMENT .....	C-25
11.	SUB-CONTRACTING .....	C-26
12.	RESOLUTION OF DISPUTES .....	C-26
12.1	SETTLEMENT.....	C-26
12.3	ADJUDICATION .....	C-27
12.4	ARBITRATION .....	C-27
13.	LIABILITY.....	C-28
13.1	LIABILITY OF THE SERVICE PROVIDER .....	C-28

13.2	LIABILITY OF THE EMPLOYER .....	C-28
13.3	COMPENSATION .....	C-28
13.4	DURATION OF LIABILITY .....	C-28
13.5	LIMIT OF COMPENSATION.....	C-28
13.6	INDEMNITY BY THE EMPLOYER .....	C-28
13.7	EXCEPTIONS .....	C-29
14.	REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER.....	C-29

## CONDITIONS OF CONTRACT

### 1. DEFINITIONS

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

**Agent**

*The Service Provider (Employer) appointed by the Client in terms of the Occupational Health and Safety Act No. 85 of 1993, including the relevant Regulations.*

**Black People**

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

**Client**

*Is the South African National Roads Agency Soc Limited (SANRAL)*

**Construction monitoring/supervision**

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

**Consulting Engineering Firm**

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

**Contract**

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

**Contractor**

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

**Contract Data**

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

**Contract Price**

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

**Day**

A calendar day.

**Defect**

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

**Deliverable**

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

**EME**

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

**Engineer**

The natural or juristic person, partnership, Incorporated Company, Proprietary Limited Company or Close Corporation appointed in writing by the Applicant for the Construction Monitoring and management of the engineering Works undertaken by the construction contractor. In terms of this contract, the Engineer and the Employer are the same entity.

**Employer**

The contracting party named in the Contract Data who employs the Service Provider. In this contract the employer is **Ndodana Consulting Engineers (Pty) Ltd** who was employed by the Client which is *The South African National Road Agency SOC Limited*.

**Force Majeure**

*“For the purpose of this Contract the expression ‘Force Majeure’ shall mean an event or circumstance described in clause 8.3.1.*

**Key Persons**

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

**Others**

Persons or organizations (*including the client*) who are not the Employer, the Service Provider or any employee, Subcontractor or any service provider doing other duties on the project on behalf of the client.

**Parties**

The Employer and the Service Provider.

**People with Disabilities**

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

**Period of Performance**

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

**Personnel**

Persons hired by the service providers as employees and assigned to the performance of the Services or any part thereof.

**Personnel Schedule**

A schedule naming all personnel and key persons.

**Pricing Data**

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

**Project**

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

**QSE**

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

**Scope of Work**

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

**Service Provider**

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

**Services**

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

**South African National Roads Agency SOC Limited (the Client)**

*The State Owned Company (SOC) legislated by the South African National Roads Agency Limited and National Roads Act (Act 7 of 1998) to finance, manage, control, plan, develop, maintain and rehabilitate the South African national roads system*

**Subcontractor**

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

**Services**

*The work to be performed by the Service Provider (Road Safety Audit Team) pursuant to the Contract as described in the Scope of Work.*

**Works or Works Contract**

That Project or part of a Project that *the Client* wishes to have delivered and for which the Employer has been appointed for the performance of the Services specified in a *separate* contract *between them*.

**Youth**

*For purposes of this contract, Youth means persons between the ages of 18 (eighteen) and 35 (thirty five).*

**2. INTERPRETATION**

- 2.1 Unless inconsistent with the context, an expression which denotes:
- a) any gender includes the other genders;
  - b) a natural person includes a juristic person and vice versa;
  - c) the singular includes the plural and vice versa.
- 2.2 *The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of documents shall be in accordance with the following sequence:*
- a) *the Form of Acceptance*
  - b) *the Form of Offer*
  - c) *the Contract Data*
  - d) *the General Conditions of Contract*
  - e) *the Scope of Work*
  - f) *the Pricing Schedule and any other documents forming part of the Contract.*
- 2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

**3. GENERAL****3.1 Governing laws**

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

**3.2 Change in legislation**

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having

jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price.

### **3.3 Language**

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

### **3.4 Notices**

- 3.4.1 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when *delivered* to such Party at the address *stated* in the Contract *Data*, or one week after having been sent by registered post.
- 3.4.2 If the sender requires evidence of receipt, he shall state such requirement in his communication and, wherever there is deadline for the receipt of the communication, he may demand evidence of receipt of his communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.
- 3.4.3 A Party may change its address for receipt of communications by giving the other Party 14 days advance notice of such change.

### **3.5 Location**

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

### **3.6 Publicity and publication**

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

### **3.7 Confidentiality**

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

### **3.8 Variations**

- 3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services. *No variation shall have any force or effect unless reduced to writing and signed by both Parties.*
- 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed in writing between the Service Provider and the Employer, *prior to the change being implemented.*

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

### **3.9 Sole agreement**

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

### **3.10 Indemnification**

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

### **3.11 Penalty**

- 3.11.1 In the event that due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.
- 3.11.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:
- a) terminate the Contract
  - b) complete the Services at the Service Provider's cost.

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

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

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

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

### **3.14 Programme**

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



- 3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.
- 3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

### **3.15 Severability**

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

### **3.16 Waiver**

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

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

### **4.1 Information**

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

### **4.2 Decisions**

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

### **4.3 Assistance**

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

- 4.3.1 authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- 4.3.2 provide all relevant data, information, reports, correspondence and the like, which become available;
- 4.3.3 procure the Service Provider ready access to premises, or sites, necessary for the performance of the Services;
- 4.3.4 assist in the seeking of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.5 designate in writing a person to act with his complete authority in giving instructions and receiving communications on his behalf and interpreting and defining his policies and requirements in regard to the Services.

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

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

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

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

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

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

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

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

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

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

#### **5.1 General**

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

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

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

5.1.4 *Unless specifically instructed differently, the Employer is delegated as the Applicant's "Mandatar" in terms of the Occupational Health and Safety Act (Act no. 85 of 1993) and as the Client's Agent as defined in Construction Regulations 5(5), (6) and (7) of the said Act.*

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

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

#### **5.2 Exercise of authority**

5.2.1 The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work on the Project of any of their duties, obligations, or responsibilities under their respective agreements

or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

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

### **5.3 Designated representative**

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

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

- 5.4.1 The Service Provider shall, at his own cost, unless otherwise agreed, take out and maintain in force such insurance policies in respect of their own risks in performing the Services as are stipulated in the Contract Data, subject to the approval of the Employer, which approval shall not be unreasonably withheld.
- 5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out *with an insurance company registered in the Republic of South Africa, or as otherwise approved by the Employer* and maintained in force.

### **5.5 Actions requiring Employer's prior approval**

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

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

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

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

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

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

### **5.8 Safeguarding the Employer's data**

- 5.8.1 *The Parties shall take reasonable precautions (each having regard to the nature of the other's respective obligations under the Contract) to preserve the integrity of the Employer's data including appropriate back-up procedures.*
- 5.8.2 *In the event that the Employer's data is corrupted or lost as a result of any default by the Service Provider, the Employer shall at the Service Provider's expense, have the option to:*
- *require the Service Provider to restore or procure the restoration of such data; or;*
  - *itself restore or procure restoration of such data.*

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

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

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

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

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

### **6.3 Independence**

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

### **6.4 Corruption and Fraud**

#### **6.4.1 *The Service Provider shall neither:***

- (a) *Offer or give or agree to give any person of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forebore to do any act in relation to the obtaining or performance of this Contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this Contract; nor*
- (b) *Enter into this Contract if in connection with it commission or a reward of any type has been paid, offered or agreed to be paid to any person of the Employer by the Service Provider or on his behalf or knowledge.*

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

- (a) *summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing, within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this Contract;*
- (b) *withhold all payments due;*
- (c) *terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written response, to satisfy the Employer that his opinion is unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Employer and provided also that the Employer may recover from the Service Provider such sum as the Employer deems equivalent to the amount or value of any such gift, consideration or commission.*

#### **6.4.3 *In the event that the Employer, in good faith and on reasonable grounds, comes to the opinion that any contract with a Government or public sector body has been or was obtained by the Service Provider through actions that mutatis mutandis are similar in nature to those barred in terms of Clause 6.4.2 by the***

*Service Provider or by anyone employed by the Service Provider or acting on the Service Provider's behalf in relation to such Contract, the Employer may:*

- (a) summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this contract;*
- (b) withhold all payments due;*
- (c) terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written notice within the prescribed time, or fails, in his written response, to satisfy the Employer that this opinion is unfounded; provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Employer.*

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

### **7.1 Provision of Personnel**

- 7.1.1 The Service Provider shall provide the Key Personnel as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.1.2 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.1.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
- 7.1.3 The Service Provider shall:
  - a) forward to the Employer for approval, within 7 days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
  - b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
  - c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

### **7.2 Staff and equipment**

- 7.2.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.
- 7.2.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.
- 7.2.3 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer and Client for approval. Should the Employer and Client not object in writing within 5 days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer and the Client
- 7.2.4 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced.

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

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

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

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

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

### **8.1 Commencement**

The Contract shall come into effect on the date that it is signed by both Parties, or such *other* date as may be stated in the Contract Data. The Service Provider shall commence the performance of the Services within fourteen 14 days after the date that the Contract becomes effective, or such date as may be specified in the Contract Data.

### **8.2 Completion**

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

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

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

8.2.3 The Service Provider shall within 7 days of becoming aware that a delay may occur, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 14days thereafter deliver to the Employer full and detailed particulars of the request, in order that it may be investigated at the time.

8.2.4 The Employer shall, within 14 days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the services and the matter shall be dealt with as a dispute in terms of Clause 12.

### **8.3 Force Majeure**

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

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

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

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

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

- 8.3.2 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has *notified* the other Party within 10 days of its occurrence and within a reasonable time of *its estimated duration and consequences. Failure to so notify shall terminate that Party's right to release from his obligations.*
- 8.3.3 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the time for completion shall be extended by the extent of the delay plus a reasonable period for the resumption of work or, if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be necessary in the circumstances.
- 8.3.4 During the period of his inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.
- 8.3.5 *If the Force Majeure event continues for more than 84(eighty four) days, either Party shall have the right to terminate this Contract with immediate affect.*

#### **8.4 Termination**

- 8.4.1 The Employer may in addition to his rights under sub-clauses 6.4.2, 6.4.3 and 10.5 terminate the Contract by giving not less than fourteen (14) days written notice thereof to the Service Provider after the occurrence of any of the following events:
  - (a) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within fourteen (14) days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
  - (b) if the Service Provider becomes insolvent or bankrupt; or
  - (c) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than 84 (eighty four) days;
  - (d) *commission of an offence in terms of clauses 6.1 and 6.4.*

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

- 8.4.2 The Service Provider may terminate the Contract, by giving not less than fourteen (14) days written notice to the Employer after the occurrence of any of the following events:
  - (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within thirty (30) days after receiving written notice from the Service Provider that such payment is overdue; or
  - (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than 84 (eighty four) days; or

- (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds 3 months, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded 3 months; or
- (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 days of the receipt of written notice requiring him to do so.

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

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

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

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

## **8.5 Suspension**

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

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

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

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

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

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

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

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

## **10. SUCCESSION AND ASSIGNMENT**

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors,



executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

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

## **11. SUB-CONTRACTING**

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

## **12. RESOLUTION OF DISPUTES**

### **12.1 Settlement**

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

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

## **12.2 Mediation**

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

## **12.3 Adjudication**

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.2 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.3 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party *written* notice of dissatisfaction within 28 days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If notice of dissatisfaction is *not* given within the specified time, the decision shall be final and binding on the Parties.

## **12.4 Arbitration**

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

## **13. LIABILITY**

### **13.1 Liability of the Service Provider**

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

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

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

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

### **13.3 Compensation**

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

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

### **13.4 Duration of liability**

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

### **13.5 Limit of compensation**

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

- a) the sum insured in terms of 5.4. in respect of insurable event; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount *equal to twice the Contract Price (inclusive of VAT) payable to the Service Provider under the Contract.*

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

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

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

The Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the

aggregate exceed the limit of compensation in Clause 13.5 or are covered by the insurances arranged under the terms of Clause 5.4.

### **13.7 Exceptions**

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

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

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

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

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

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

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

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

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

14.5 *All accounts presented for payment shall be according to the Employer's prescribed format and shall be submitted to the Employer electronically and when required, delivered in hard copy to the Employer's relevant regional office.*

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

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

**C1.2.2 CONTRACT DATA: INFORMATION PROVIDED BY THE EMPLOYER**

**Clause Contract Data  
No**

1 The Employer is the **Ndodana Consulting Engineers (Pty) Ltd**

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

**River Falls Office Park  
262 Rose Avenue  
Wild Pear Building  
Doringkloof  
0157**

The authorised and designated representative of the Employer is:

Name: **Joel Kabaale**.....

Telephone: **012 667 5820** .....

Email: **joel@ndodana.co.za**

3.4 The address for receipt of communications is:

Name: **Joel Kabaale**.....

Telephone: **012 667 5820** .....

Facsimile: N/A.....

E-mail: **joel@ndodana.co.za** .....

Address: **River Falls Office Park, 262 Rose Avenue, Wild Pear Building, Doringkloof, 0157**

3.5 **CONSULTING ENGINEERING SERVICES FOR THE INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)**

The location for the performance of the Project is in the Dr Kenneth Kaunda district Municipality and local municipality of JB Marks in the province of North West

3.6 The Service Provider may only release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.

3.11.1 The penalty payable is R1,500.00 per day subject to a maximum amount of R50,000.00.

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

5.4 The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

The Service Provider is required to provide the following insurances:

1. Insurance against general public liability  
Cover is: R1,000,000.00
  2. Insurance against third party liability  
Cover is: R1,000,000.00
- 5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
1. Appointing Key Personnel not listed by name in the Contract Data.
  2. Appointing sub-contractors for the performance of any part of the Service.
  3. Making statements to the media regarding the project.
- 7.2 The Key Persons required for this project are:
- Road Safety Audit Team Leader  
Road Safety Audit Team Member 1  
Road Safety Audit Team Member 2 (QSE/EME)
- 7.3 The working hours and holiday for site staff are:
- Normal site working hours
  - Annual leave shall be taken during the recognized construction industry shutdown period.
- 8.1 The time to commence the performance of the Services is within 14 days after the date that the Contract becomes effective.
- 8.2 The Contract is concluded on the date when the Service Provider has completed all deliverables in accordance with the Scope of Work.
- 9.1 Copyright of documents prepared for the Project shall be vested with the Employer.
12. Interim settlement of disputes is to be by mediation.
- Final settlement is by litigation.
- In the event that the parties fail to agree on a mediator, the mediator is to be nominated by the President of the South African Institution of Civil Engineering.
- 13.4 Neither South African National Road Agency (SOC) Limited nor the Ndodana Consulting Engineers (Pty) Ltd is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 36 months from the date of termination or completion of the Contract.
- 13.5 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R1 000 000.00.

**C1.2.3 CONTRACT DATA: INFORMATION PROVIDED BY THE TENDERER**

**CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

The Service Provider is .....

Physical Address: .....

.....

Telephone: .....

Facsimile: .....

Email: .....

The authorised and designated representative of the Service Provider is:

Name: .....

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

.....

Telephone: .....

Facsimile: .....

Physical Address: .....

Email: .....

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## **PART C2: PRICING DATA**

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**PART C2:     PRICING DATA**

<b>TABLE OF CONTENTS</b>		<b>PAGE</b>
<b>C2.1</b>	<b>PRICING INSTRUCTIONS.....</b>	<b>C-35</b>
<b>C2.2</b>	<b>PRICING SCHEDULE.....</b>	<b>C-38</b>
<b>C2.3</b>	<b>SUMMARY OF PRICING SCHEDULE .....</b>	<b>C-39</b>

## **C2.1 PRICING INSTRUCTIONS**

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

Unit:	The unit of measurement for each item of work as defined in the standard specifications or the Scope of Works.
Quantity:	The number of units of work for each item as provided by the Employer or as tendered by the Service Provider.
Rate:	The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum:	An amount allowed for in the Pricing Schedule for which the quantity of work is not known.
Prime Cost:	Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at quotation stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

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

The quantities tendered by the Service provider will be certified for payment as final quantities.

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

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

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

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

If the tenderer should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should

he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

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

C2.1.5 The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall be made to the Scope of Works for more detailed information regarding the extent of work entailed under each item.

C2.1.6 Prices or rates will be subject to adjustment for escalation as provided for below:

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

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

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

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

For each sum, the Employer may instruct plant, materials or services to be procured by the Service provider in accordance with the Employer's policies, and for which there shall be included in the Contract Price:

- The actual amounts paid (or due to be paid) by the Service provider, and
- A sum for compilation and printing of procurement documentation, quotation/quotation process and evaluation, and all overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate tendered in the Pricing Schedule, provided that for Prime Cost sums only, the tendered rate excludes profit.

The Service provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a sum.

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

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

- C2.1.10 A quotation may be deemed unresponsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of three (3) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- C2.1.11 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents
- C2.1.12 Item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

## C2.2 PRICING SCHEDULE

1. PROFESSIONAL SERVICES WORK BREAKDOWN	Hours		
	Audit Team Leader	Road Safety Audit Team Member	Road Safety Audit Team Member (QSE/EME)
a) Brief by Project Engineers regarding entire future road scheme and implementation schedule via Video Conferencing facilities (e.g. Skype)			
b) On site Road Safety Inspection			
<del>c) Stage 2 Road Safety Audit of the draft (preliminary) design, including compilation of the Road Safety Audit Report and engagement with the Employer for improvement</del>			
d) Stage 3 Road Safety Audit of the detailed design, including compilation of the Road Safety Audit Report and engagement with the Employer for improvement			
e) Issuing the above reports (2 x hardcopies) and discussing the findings with the Employer and the Client (SANRAL Representative) via Video Conferencing facilities (e.g. Skype)			
f) Initiating and conducting a completion meeting including finalization of the report and submission of 2 x hardcopies and 1 x digital version			
g) Cost for managing, mentoring and guiding the QSE/EME			
<b>TOTAL HOURS PER CATEGORY</b>			
<b>RATE PER CATEGORY (R per hour)</b>			
<b>TOTALS PER CATEGORY</b>			
<b>SUB-TOTAL PROFESSIONAL SERVICES</b>			

2. DISBURSEMENTS (incl. for QSE/EME member)	Unit	Qty	Rate	Amount
a) Handling costs i.r.o sub-item 2(g)	Lump Sum	1		
b) Travel	Lump Sum	1		
c) Accommodation	Lump Sum	1		
d) Other (meetings, venues, photographs, printing of reports, etc.)	Lump Sum	1		
e) Allowance for additional Requirements by Employer	Prov Sum	1	50000.00	50 000.00
<b>SUB-TOTAL DISBURSEMENTS</b>				

**C2.3 SUMMARY OF PRICING SCHEDULE**

**SUB-TOTALS CARRIED FORWARD FROM THE PRICING SCHEDULE**

1	PROFESSIONAL SERVICES	R .....
2	DISBURSEMENTS (incl. for QSE/EME member)	R .....
	SUB TOTAL	R .....
	VAT (15%)	R .....

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TOTAL QUOTATION SUM CARRIED TO FORM OF QUOTATION	R .....
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SIGNED ON BEHALF OF BIDDER.....

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## **PART C3: PROJECT SPECIFICATIONS**

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## PART C3: PROJECT SPECIFICATIONS

TABLE OF CONTENTS		PAGE
C3.1	RESPONSIBILITIES OF THE SERVICE PROVIDER .....	C-42
C3.2	DEFINITIONS .....	C-42
C3.3	DESCRIPTION OF THE ROAD SECTION .....	C-42
C3.4	PROJECT BACKGROUND .....	C-43
C3.5	PROJECT BRIEF .....	C-43
C3.6	DESCRIPTION OF ROAD DEVELOPMENT STRATEGY .....	C-44
C3.7	SCOPE OF THE ROAD SAFETY AUDIT .....	C-44
C3.8	METHODOLOGY .....	C-45
C3.9	PERSONNEL .....	C-45
C3.10	TIME FRAME FOR STUDY .....	C-46
C3.11	REPORTING .....	C-46
C3.12	MEASUREMENTS AND PAYMENT .....	C-47



## **NDODANA CONSULTING ENGINEERS (PTY) LTD**

### **CONTRACT SANRAL R.030-080-2016/1-RSA**

FOR AN INDEPENDENT ROAD SAFETY AUDIT SERVICES FOR THE IMPROVEMENT OF NATIONAL ROAD R30 SECTION 8 FROM KM 36.8 TO VENTERSDORP (KM 68.646)

## **C3 PROJECT SPECIFICATION**

### **C3.1 RESPONSIBILITIES OF THE SERVICE PROVIDER**

The Service Provider shall act as Independent Road Safety Auditor to ascertain the acceptability or not of the proposed design being considered. The audit opinion will be submitted to SANRAL ( the Client) so as to inform the final design.

The Service Provider shall carry out his work and submit his findings independent of the preferences expressed by the Employer, the Project Engineers or any other role player or interested or affected party.

The Service Provider is also to provide detailed audit comments to the Project Engineer regarding the identification of aspects for the improvement of the road safety regime, where relevant, from Stage 1 through to and including Stage 3. Service Provider is to complete the audit sheets as per the templates provided in the South African Road Safety Audit Manual – 2nd edition

Accordingly, the tenderer shall submit a full disclosure of their independence as Road Safety Auditor. Any links (shareholding with directorship, both executive and non-executive) with the Employer or any other entity that may influence its independence as an auditor.

All the above investigations and audits are to be undertaken as per the guidelines and specifications outlined in the South African Road Safety Audit (2nd Edition) – May 2012.

### **C3.2 DEFINITIONS**

The following definitions will apply to this Terms of Reference:

“Auditor” means a Road Safety Auditor appointed in terms of the South African Road Safety Manual (Committee of Land Transport Officials);

“Independent” means –

- A) that the Auditor has no business, financial, personal or other interest in the activity or application of which that Auditor is appointed in terms of the South African Road Safety Manual (Committee of Land Transport Officials) other than fair remuneration for work performed in connection with that activity or application; or
- B) that there are no circumstances that may compromise the objectivity of the Auditor performing such work.

### **C3.3 DESCRIPTION OF THE ROAD SECTION**

The project road is located within the boundaries of the JB Marks and City Matlosana Local Municipalities which falls within the Dr Kenneth Kaunda District Municipality in the North West Province of South Africa. The locality map is provided with the quotation document.

The National Road R30 Section 8 is predominately a two-lane single carriageway with average 3.5 m wide lanes and varying gravel shoulders widths. On average, the total carriageway width is determined to be approximately 12.0 m.

The road reserve in the rural area is 30 m with the carriageway generally situated in the center of the road reserve. The road profile is in camber and transverse slopes are uneven and “curling” with slopes varying between 0.9% and 2.0% over the entire extent of the project.

From km 36.8 to km 64.4 the road can be described as passing through a rural area. From km 64.4 to km 67.10 the area can be described as peri-urban with informal settlement on the western side. Km 67.10 further enters the formal urban section of the project to the end of the project. The cross-section varies to accommodate a combination of angled and parallel parking in front of on street businesses. Over this section, there are different cross-sections with kerb-to-kerb widths varying between 7.4 m and 19.8 m the road reserve also varies in these areas.

### **C3.4 PROJECT BACKGROUND**

The South African National Roads Agency SOC Limited (hereafter referred to as “SANRAL” or “Client”) identified the need for the capacity improvement of the portion of National Road 30 Section 8 just south of the Opraap road-side junction, and continues up to km 68.646 west of the 3-way stop control intersection with the R 53 to Potchefstroom. The road enters the Ventersdorp town area from approximately km 64.411 to km 68.646.

The need for the project arose from increased road accidents and declining Levels of Service on the route, and large sections of the road pavement being in terminal state.

Signal control will improve operations at the Locattie – R30 intersection as the new Tshiing development is developed further.

Various intersections will be realigned to correct their deflection angles, this will require acquisition of land.

### **C3.5 PROJECT BRIEF**

Ndodana Consulting Engineers (Pty) Ltd was appointed by the South African National Roads Agency Limited (SANRAL) on an open bid process as the consulting engineer.

The appointment entails the following stages:

#### **1. Initial assessment**

- Traffic assessment
- Geometric assessment
- Pavement assessment
- Structures assessment
- Drainage assessment
- Geotechnical assessment
- Assessment of material sources
- Safety assessment
- Environmental assessment
- Land assessment

#### **2. Visual survey**

- Pavement Visual Condition Assessment
- Surface drainage
- Sub-surface drainage
- Present or potential geotechnical instability
- Excessive shoulder drop-off
- Intersection details
- Pedestrian issues

- Any evident or suspected road safety issues
- Inspection of Bridges and Culverts
- Conditions of joints and balustrades/handrails
- All identifiable services
- Any other issues that may be glaringly evident

### **3. Preliminary & Detail Design**

- Contour survey
- Geotechnical investigation
- Land acquisition and property reports
- Geometric design including development of cross sections
- Pavement design
- Structural improvements
- Drainage design
- EIA Scoping
- Road side furniture

### **4. Tender and contract documentation**

- • Tender documentation
- • Project specifications
- • Bill of Quantities
- • Site inspection
- • Tender evaluation
- • Appointment of contract

The Administration and monitoring of the works as well as the close-out will not be handled under our current contract.

## **C3.6 DESCRIPTION OF ROAD DEVELOPMENT STRATEGY**

Following Project Assessments and an Preliminary Design Report, the Employer adopted the following road scheme development strategy (A National Gateway Review is still to be held on the Preliminary Design Report, but it is unlikely to change the below):

### **Contract**

- Road widening to meet the minimum requirements of a Class 2 road that has an AADT of greater than 3000 veh/day, as recommended by SANRAL,
- Capacity upgrades in line with the traffic report
- Correction of horizontal geometry at some sections,
- Correction of Vertical geometry at some sections,
- Upgrade/reinstatement of existing stormwater infrastructure,
- Intersection upgrades,
- Verge clearance to improve sight distance along the project route.
- Pavement improvement by in-situ recycling and base import followed by split seal surfacing along the rural section,
- Box cutting and bitumen stabilised material base (BSM) construction followed by asphalt surfacing along the urban section,
- Upgrade of river bridges (Widening and new construction) and major culverts,
- Parapet Construction on a rail bridge
- Reinstatement and provision of road signage/markings, and

## **C3.7 SCOPE OF THE ROAD SAFETY AUDIT**

A specialist road safety engineer is being engaged on the design team and it is not the responsibility of the road safety auditor to develop design solutions for road safety hazards. However, the Client instructed that

the services of an independent road safety auditor be obtained from preliminary design stage onwards in order to facilitate the fast tracking of the design development process.

The subject of the audit is the Phase 1 Contract Scope as reflected by the tender drawings that have been prepared. However, the audit should be carried out within the context of the future road scheme basic planning drawings. The findings and recommendations are expected to take account of the ultimate solution and express a view on the implementation schedule.

The road safety review and audit must be carried out in accordance with industry best-practice, SANRAL design policies and guidelines, and *The South African Road Safety Audit Manual (2nd Edition, May 2012)*. This document can be sourced from the following website:-  
<http://www.rtmco.co.za/index.php/publications/rs-audit-manual>

The road safety audit of the Phase 1 Contract scope is not limited but must cover at least the following specific design elements identified so far as having a potential impact on road safety:

- Speed regimes for the various speed zones
- Design Cross Section
- Intersection control at the isolated intersections on the R30-8
- Pedestrians and cyclists
- Lighting of the urban area

### **C3.8 METHODOLOGY**

The Employer views the following activities as the minimum required to achieve the objectives:

- Brief by Project Engineers regarding the rationale behind the road scheme and development strategy, and finalization of the methodology and scope of the audit
- Conduct a Project Information Review
- Conduct a site inspection
- Undertake a Road Safety Hazard/Appraisal Report
- Detailed Design Stage Audit (Stage 3)

The Tenderer is free to elaborate on the specific methodology that he intends to follow by attaching a separate methodology statement to his quotation.

### **C3.9 PERSONNEL REQUIREMENTS**

Information regarding the key person (road safety audit team leader) and supporting personnel whom will be involved in the project must be provided in the proposal using the prescribed forms.

The Service Provider's proposal of key persons becomes a contractual commitment upon award. However, the Employer recognises that key persons may for some or other reason not be available for the full duration of the project and any changes to those listed are, to all intents and purposes, a change or variation to the contract. Any proposed change should be handled formally by way of written request and approval, but does not require a variation order to be submitted. Replacement personnel shall be of same or better competence and experience as those initially accepted. Re-evaluation by the Employer's Agent of any replacement key personnel shall be paid for by the Service Provider unless the circumstances dictating the changes are completely outside of the Service Provider's control.

The Service Provider's Road Safety Audit Team Leader shall be **permanently employed staff of the Service Provider**; other key persons may be subcontracted.

The Service Provider must ensure that the minimum qualifications of the Road Safety Audit Team Leader are:

- must be a Registered Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), or international body recognized by the Client,
- Must have at least 10 years of experience post-graduation in Road Safety and/or Traffic and Transportation Engineering and/or Geometric Design,
- Has successfully completed a recognized Road Safety Audit course to the equivalent of at least 5 CPD points,
- Has successfully completed a recognized Road Safety courses to the equivalent total of 2 CPD points within the last five (5) years, and
- Has undertaken at least 2 formal Road Safety Audits within a period of three (3) years as the Audit Team Leader or Audit Team member.

The Service Provider must ensure that the minimum qualifications of the Audit Team Members meet the following:

- Diploma in technology or a Degree in Engineering or equivalent recognised qualification;
- At least 3 years of experience in Traffic and Transportation Engineering and/or Geometric Design and/or Road Safety Audits/Construction.
- Has successfully completed a recognised Road Safety Audit Course to the equivalent of at least 5 CPD points.

The Service Provider will be required to sign a declaration of independence to be submitted when required.

It is compulsory for the Service Provider to engage one additional Road Safety Audit team member from QSE/EME companies/firms for capacity building in order to achieve the transformation objectives of the Client.

### **C3.10 TIME FRAME FOR STUDY**

The envisaged time frame for the audit is as follows:

- Submission of quotes: 1 February 2024
- Award of quotation: 9 February 2024
- Commencement of audit: 23 February 2024
- Submission of audit report: 8 March 2024
- Completion meeting: 22 March 2024

### **C3.11 REPORTING**

The Auditor shall submit the draft audit report to the Client and Employer, who will facilitate responses from and issue instructions to the Project Engineers where required.

The final audit report will be submitted to the Client and Employer and a copy provided to the Environmental Consultant for consideration in their Environmental Impact Assessment Report.

It is a requirement of this contract that the Auditor shall not be influenced by the Employer or Project Engineer during engagement regarding the improvement of the road scheme plan, and shall not be interfered with in the execution of his duties, save for when the Project Engineer is required to make submissions or provide clarifications.

### C3.12 MEASUREMENTS AND PAYMENT

#### Item

#### 1. PROFESSIONAL SERVICES WORK BREAKDOWN

Item No.	Item description	Unit
(a)	Brief by Project Engineers regarding entire future road scheme and implementation schedule via Video Conferencing facilities (e.g. Skype)	Hour
(b)	On site Road Safety Inspection	Hour
<del>(c)</del>	<del>Stage 2 Road Safety Audit of the draft (preliminary) design, including compilation of the Road Safety Audit Report and engagement with the Employer for improvement</del>	<del>Hour</del>
(d)	Stage 3 Road Safety Audit of the detailed design, including compilation of the Road Safety Audit Report and engagement with the Employer for improvement	Hour
(e)	Issuing the above reports (2 x hardcopies) and discussing the findings with the Employer and the Client (SANRAL Representative) via Video Conferencing facilities (e.g. Skype)	Hour
(f)	Initiating and conducting a completion meeting including finalization of the report and submission of 2 x hardcopies and 1 x digital version	Hour
(g)	Cost for managing, mentoring and guiding the EME	Hour

The tenderer shall quote the number of hours required to perform all tasks and activities as listed under sub-item 1(a) to (f) per category of the audit team personnel as well as the hourly rate for each category of the audit team personnel. The tenderer shall quote the number of hours required to perform all tasks and activities as listed under Sub-item 1(a) to (f) as well as the hourly rate for of the Audit Team Member sourced from an QSE/EME company as part of the building the capacity and growing the base in the Road Safety Audit field of speciality.

The tendered unit of measurement for sub-item 1(g) shall be the number of hours required to manage, mentor and guide the QSE/EME company in connection with sub-items 1(a) to (f)

#### 2. DISBURSEMENTS (incl. for QSE/EME member)

Item No.	Item description	Unit
(a)	Handling costs i.r.o sub-item 2(g)	Lump Sum
(b)	Travel	Lump Sum
(c)	Accommodation	Lump Sum
(d)	Other (meetings, venues, photographs, printing of reports, etc.)	Lump Sum
(e)	Allowance for additional Requirements by Employer	Prov Sum

The tendered unit of measurement for sub-item 2(a) shall be a Lump Sum and shall cover all additional costs associated with managing, mentoring and guiding the QSE/EME company during the execution of the RSA contract not covered in sub-item 1(g).

The tendered unit of measurement for sub-item 2(b) shall be Lump Sum and shall cover all costs associated with all travel by the Service Provider's team and the QSE/EME companies audit team member during the execution of the RSA contract.

The tendered unit of measurement for sub-item 2(c) shall be in Lump Sum and shall cover all costs associated with all accommodating the Service Provider's team and the QSE/EME companies audit team member during the execution of the RSA contract.

The tendered unit of measurement for sub-item 2(d) shall be a Lump Sum and shall cover all disbursement costs associated with meetings, venues, photographs, printing of reports and all other costs required by the Service Provider's team and the QSE/EME companies audit team member during the execution of the RSA contract.

The tendered unit of measurement for sub-item 2(e) shall be a Provisional Sum and shall cover any other additional requirements or services required by the Employer and not covered elsewhere in the provided items. Funds under this item will only be utilised on written approval from the Employer and Client. pl

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## **PART C4: ANNEXURES**

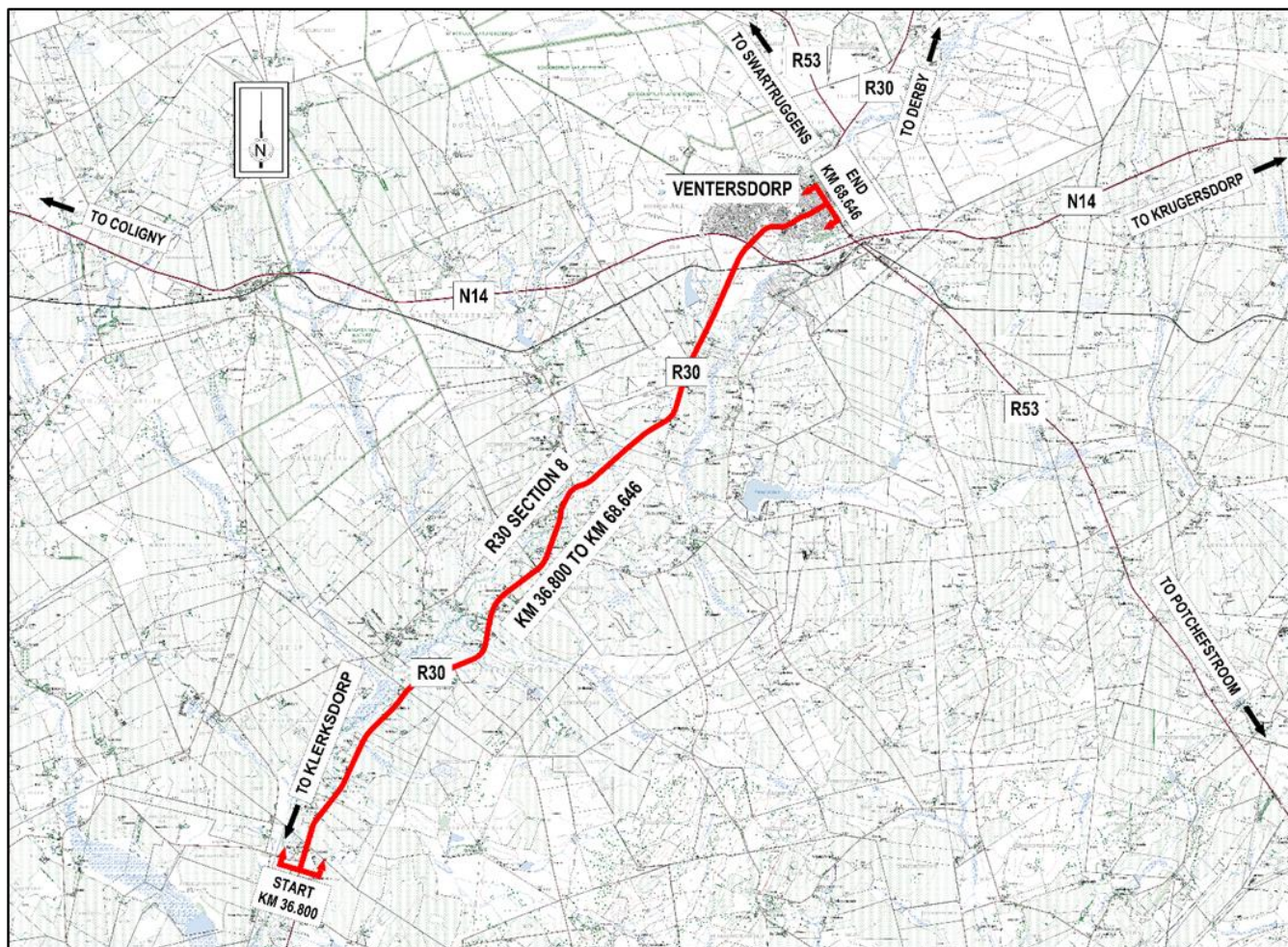
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Appendix A: Locality Plan  
Appendix B: Design Cross Section  
Appendix C: Design Layouts and Long Sections

The draft tender drawings will be made available to the auditor.



## Appendix A: Locality Plan



## **Appendix B: Design Cross Section**

## **Appendix C: Design Layouts and Long Sections**