



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL X.003-057-2021/1F: FOR THE PROVISION AND MANAGEMENT OF WELLNESS SERVICES FOR ROUTINE ROAD MAINTENANCE PROJECTS IN EASTERN CAPE PROVINCE

BASE DATE

October 2021

TENDER DOCUMENT

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

NAME OF TENDERER:



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

**CONTRACT SANRAL X.003-057-2021/1F: FOR THE PROVISION
AND MANAGEMENT OF WELLNESS SERVICES FOR ROUTINE
ROAD MAINTENANCE PROJECTS IN EASTERN CAPE PROVINCE**

THIS DOCUMENT COMPILED BY:

The Regional Manager (Southern Region)
The South African National Roads Agency SOC Ltd
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Baywest
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PART T1: TENDERING PROCEDURES

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

CLOSING DATE (AT 11:00): 22 October 2021

The South African National Roads Agency SOC Limited (SANRAL) invites proposals from experienced Service Provider/s to enter into an Agreement for the provision of Wellness Programme on National Roads in the Eastern Cape Province. The Agreement will be for a period of 3 years from the date of appointment.

Only Service Providers with a B-BBEE contributor status level of **1, 2, 3 or 4** and who is an EME or a QSE, who are registered on the National Treasury Central Supplier Database at the tender closing date and meet the minimum requirements for the key persons, are eligible to tender.

TENDER DOCUMENTS

Tender documents are available from **01 October 2021** at no cost in electronic format, downloadable from the SANRAL's website by following the link <https://www.nra.co.za/service-provider-zone/tenders/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 prior to **08 October 2021**. Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive.

TENDERER'S MEETING

A tenderer's clarification briefing presentation is available to be downloaded from the same SANRAL website link: <https://www.nra.co.za/service-provider-zone/tenders/open-tenders/>

CLOSING TIME, COMPLETION AND DELIVERY OF TENDERS

The closing time and date for receipt of tenders is **11h:00 on 22 October 2021**

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

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

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

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

Ms Vuyokazi Mabuya

e-mail: mabuyav@nra.co.za

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T1.2 CONDITIONS OF TENDER

Note to tenderer:

The Conditions of Tender are the Standard Conditions of Tender as contained in 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.**

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T.1.3 TENDER DATA

T1.3 TENDER DATA

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

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

Clause Number	Tender Data														
2.1	Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule.														
3.1	The Employer is The South African National Road Agency SOC Limited (SANRAL). The Employer's domicilium citandi et executandi (permanent physical business address) is: 48 Tambotie Avenue VAL DE GRACE, 0184 The Employer's address for communication relating to this project is: <table><tr><td>POSTAL</td><td>OR</td><td>DELIVERY</td></tr><tr><td>PO Box 27230 Greenacres 6057</td><td></td><td>20 Shoreward Drive Baywest Gqeberha 6025</td></tr></table>	POSTAL	OR	DELIVERY	PO Box 27230 Greenacres 6057		20 Shoreward Drive Baywest Gqeberha 6025								
POSTAL	OR	DELIVERY													
PO Box 27230 Greenacres 6057		20 Shoreward Drive Baywest Gqeberha 6025													
3.2	The tender documents issued by the Employer will be in electronic format on CD and comprise the following: (specific colours only applicable to the final signed contract document) Part T1: Tendering Procedures 1. T1.1 Tender notice and invitation to tender 2. T1.2 Standard and Special Conditions of Tender 3. T1.3 Tender data Part T2: Returnable Schedules 4. T2.1 List of returnable documents 5. T2.2 Tender schedules Part C1: Agreements and contract data <table><tr><td>6. C1.1 Form of offer and acceptance</td><td>(Yellow)</td></tr><tr><td>7. C1.2 Contract data</td><td>(Yellow)</td></tr><tr><td>8. C1.3 Other contract forms</td><td>(Yellow)</td></tr></table> Part C2: Pricing data <table><tr><td>9. C2.1 Pricing instructions</td><td>(Yellow)</td></tr><tr><td>10. C2.2 Pricing Schedules / Bills of Quantities</td><td>(Yellow)</td></tr></table> Part C3: Scope of work <table><tr><td>11. C3 Scope of work</td><td>(Blue)</td></tr></table> Part C4: Site Information <table><tr><td>12. C4 Site Information</td><td>(Green)</td></tr></table> Part C5: Annexure (White)	6. C1.1 Form of offer and acceptance	(Yellow)	7. C1.2 Contract data	(Yellow)	8. C1.3 Other contract forms	(Yellow)	9. C2.1 Pricing instructions	(Yellow)	10. C2.2 Pricing Schedules / Bills of Quantities	(Yellow)	11. C3 Scope of work	(Blue)	12. C4 Site Information	(Green)
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11. C3 Scope of work	(Blue)														
12. C4 Site Information	(Green)														
3.4	The Employer's Agent is Ms Vuyokazi Mabuya She can be contacted at Mabuyav@nra.co.za														

	The language for communications is English.
3.5	The tender process may be cancelled if: a) Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation; b) Funds are no longer available to cover the total envisaged expenditure; c) No acceptable tender is received; or d) There is a material irregularity in the tender process The period of 6 (six) months is not applicable.
4.1.1	Only those tenderers who satisfy the following criteria are eligible to submit tenders: (a) Meet the minimum requirements for the key persons (Project Leader and Facilitator/Educator) as stated in the Scope of Works in Clause C3.1.7: Personnel requirements. If the Key Person does not meet the stipulated minimum requirement for the tender, the tenderer will be declared non-responsive. (b) Registered on National Treasury Central Supplier Database. Tenderers 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. (c) Only Service Providers with a B-BBEE contributor status level 1, 2, 3 or 4, who is an EME or QSE, are eligible to tender. Tenderers shall submit a valid B-BBEE certificate / Sworn Affidavit in compliance with Tender Data 5.11.8 as proof of eligibility. Failure to satisfy the eligibility criteria will result in a non-responsive tender.
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
4.7	There is no compulsory clarification session. A tender clarification presentation will be made available to download from the SANRAL website from the following link https://www.nra.co.za/service-provider-zone/tenders/open-tenders/. The onus rests with the tenderer to ensure that the representative reading or viewing the clarification briefing presentation are appropriately qualified to understand all directives and clarifications given in the clarification briefing presentation and pre-recorded video. The signature on the duly completed and signed Form A1 shall be considered proof that the tenderer read/viewed the whole clarification briefing presentation and clearly understood all directives and clarification given in the clarification briefing presentation.
4.8	Request clarifications at least 7 (seven) working days before the closing date.
4.9	No insurance is provided by the Employer.
4.10	Tenderers are required to state the rates and currencies in Rand.
4.12	Alternative offers are generally not acceptable due to possible manipulation of the tender process and resulting complexity of the evaluation. Therefore, the submission of alternative tenders is strongly discouraged. The submission of alternative key persons will be considered as a non-responsive offer. However, a tenderer wishing to submit an alternative offer shall first apply to the Employer with full details of the principles of the alternative for confirmation that the Employer's standards and requirements are not compromised or reduced. Such confirmation must have been provided by the Employer in writing at least 5 (five) working days before the date of tender closing, or as extended by an addendum sent to all tenderers. The application shall not be submitted later than 7 (seven) working days before the date of tender closing given in Tender Data Clause 4.15.

4.13.1	If a tenderer, including key persons, a joint venture partner, submits or participates in more than one tender for the same project, then all such tenders shall be disqualified.
4.13.1	Submit the duly completed tender offer electronically on a flash drive. (In the relevant MS Word 2013 and MS Excel 2013 format as issued, and not in .pdf format, except where so specified.)
4.13.4	The tenderer is required to upload all certificates as listed in the List of Returnable Schedules as scanned copies, in .pdf format, on the flash drive.
4.13.5	A one-envelope procedure will apply as follows: Only the following needs to be submitted: 1. SUBMISSION - <i>The following information has to be submitted electronically on a Flash drive:</i> - The 1st file in pdf format which contains. a. <i>Scanned copy of Form of Offer (pdf)</i> b. <i>Scanned copies of all returnable schedules (all A-Forms and all B-forms) and attachments (pdf). Wherever it is a requirement to attach certificates or letters to the returnable schedules, these should be scanned in, on the flash drive in .pdf format.</i> c. <i>Scanned copy of Pricing Schedule (pdf)</i> - The 2nd file in Excel format. a. <i>Completed pricing schedule In Excel</i> b. <i>Completed technical submission on the provided MS Excel file</i>
4.15	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: The Regional Manager Southern Region The South African National Roads Agency SOC Ltd 20 Shoreward Drive Baywest Port Elizabeth 6025 Location of tender box: Reception Area Physical address: 20 Shoreward Drive Baywest Gqeberha Identification details: Place the signed original tender offer in a package marked TENDER SANRAL X.003-057-2021/1F: PROVISION AND MANAGEMENT OF WELLNESS SERVICES FOR ROUTINE ROAD MAINTENANCE PROJECTS IN EASTERN CAPE PROVINCE Tenderer's Name: Tenderer's Authorised Representative: Tenderer's Address and Contact Details: Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the Employer's address. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register and deposited in the tender box.
4.15	The closing time for submission of tender offers is 11h:00 on 22 October 2021
4.16.1	The tender offer validity period is 180 days.

4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: (a) withdraws his tender; (b) gives notice of his inability to execute the contract in terms of his tender; or (c) fails to comply with a request made in terms of 4.17, 4.18, 5.9 or 5.13; 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. This sanction does not apply to tenders under evaluation where a request for extension for the validity period was not accepted by the tenderer. 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.
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 the clause must be provided within 5 (five) working days of date of request.
5.1	The Employer shall respond to clarifications received up to 7 (seven) working days before tender closing date.
5.2	The Employer shall issue addenda until 5 (five) working days before tender closing date.
5.4	The time for opening of the tender offer via live streaming are: Time: 11h00 on 22 October 2021 Location/Link: LinkLocation: A live-stream link to the tender opening will be sent to tenderer's that completed and submitted Form A1.1.
5.5	The minimum percentage of evaluation points for functionality is not less than 70%. Reasons for non-responsive/not achieving the threshold will only be communicated when the tender process is concluded, in terms of Clause 5.16 of the Tender Data.
5.7	In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury in writing.
5.8	A Substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material and non-conformities to the bid specifications but are not related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender. 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. Amongst reasons for tender cancellation, SANRAL will cancel the tender should all tenders be non-responsive in terms of Clause 3.5 and no negotiations will be conducted.
5.9	Arithmetical errors, omissions, discrepancies and imbalanced unit rates 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. Check responsive tender offers for: (a) the gross misplacement of the decimal point in any unit rate; (b) omissions made in completing the Pricing Schedule or Bills of Quantities; or (c) arithmetic errors in: (i) line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or

	(ii) the summation of the prices; (d) imbalanced unit rates. Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers. Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows: (a) if Bills of Quantities or Pricing Schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. (b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. (c) Where the unit rates are imbalanced, 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. Where there is an omission of a line item, no correction is possible and the offer will be declared non-responsive. 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. 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.
5.11.1	The procedure for the evaluation of responsive tenders is Method 3. If two or more tenderers score an equal total number of points and these tenders are also the highest ranked tenders, the tender with the highest preference points will be recommended for award. 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. 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.
5.11.7	The value of W_1 is: 90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R50 000 000.00; or 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00. The value of A will be calculated utilising the following formula: $A = (1 - (P - P_m) / P_m)$ Where: P is the comparative offer of the tender offer under consideration and P_m is the comparative offer of the most favourable comparative offer In the event that the calculated value is negative, the allocated score shall be 0 (zero).
5.11.8	Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003 as amended in Act 46 of 2013) and the

Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:

B-BBEE Status Level of contributor	Number of Points for financial value up to and including R50 000 000	Number of Points for financial value above R50 000 000
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1

Eligibility for preference points is subject to the following conditions:

- i) A tenderers' scorecard shall be a B-BBEE Verification Certificate issued in accordance with:
 - the Generic Codes of Good Practice by the Department of Trade, Industry and Competition.
 - in the event that the Measured Entity operates in more than one sector or a sub-sector, the scorecard for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located will be acceptable.
- ii) The certificate shall:
 - (i) Be valid at the closing date; and
 - (ii) Have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
 - (iii) Be in the form of a sworn affidavit in the case of an Exempted Micro Enterprise (EME) or qualifying Small Enterprise (QSE)
 - (iv) Have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15); and
- iii) A valid Sworn Affidavit must contain the following:
 - a. Name/s of deponent as they appear in the identity document and the identity number.
 - b. 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.
 - c. Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
 - d. Percentage black ownership, black female ownership and whether they fall within a designated group.
 - e. Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
 - f. Financial year-end (must be in the format dd/mm/yyyy) as per the enterprise's registration documents, which was used to determine the total revenue.
 - g. B-BBEE status level. An enterprise can only have one status level.
 - h. Date deponent signed and date of Commissioner of Oath must be the same.
 - i. 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.

	iv) In the event of an un-incorporated Joint Venture (JV), a valid project specific (must contain SANRAL contract number) consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted; and v) Sub-Regulation 6(5) and 7(5) If the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the status level that the tenderer qualifies for, 0 (zero) points for preference shall be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract and the value of the work is below the EME threshold. vi) Sub-Regulation 6(9) and 7(9) (9)(a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer. (b) The organs of state may- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender; (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender; (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender. (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.														
5.11.9	The quality criteria and maximum score (including the relevant returnable schedule to calculate the score) in respect of each of the criteria are as follows: <table> <tr> <th>Description of quality criteria</th><th>Maximum number of Tender evaluation points</th></tr> <tr> <td>Technical experience comparable projects (Form B1)</td><td>48</td></tr> <tr> <td>Managerial ability in comparable projects (Form B2)</td><td>18</td></tr> <tr> <td>Past performance project reports (B4)</td><td>10</td></tr> <tr> <td>Call centre (B7)</td><td>12</td></tr> <tr> <td>EAPA-SA Registration or equivalent (B6)</td><td>12</td></tr> <tr> <td>Total evaluation points for quality (Ms)</td><td>100</td></tr> </table> The minimum number of evaluation points for quality is not less than 70%.	Description of quality criteria	Maximum number of Tender evaluation points	Technical experience comparable projects (Form B1)	48	Managerial ability in comparable projects (Form B2)	18	Past performance project reports (B4)	10	Call centre (B7)	12	EAPA-SA Registration or equivalent (B6)	12	Total evaluation points for quality (Ms)	100
Description of quality criteria	Maximum number of Tender evaluation points														
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Managerial ability in comparable projects (Form B2)	18														
Past performance project reports (B4)	10														
Call centre (B7)	12														
EAPA-SA Registration or equivalent (B6)	12														
Total evaluation points for quality (Ms)	100														
5.13	The conditions stated in clauses 5.13(a) to (f) of the Conditions of Tender as well as the following additional clauses 5.13(g) to (i) 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 Tender clause 5.11: g) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and h) the tenderer has not abused the Employer's supply chain management system; and i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect. j) The tenderer is tax compliant. The recommended tenderer who becomes non-compliant prior to award shall be notified and must become compliant within seven (7) working days of the date of being notified. A recommended tenderer who remains														

	non-compliant after the seven (7) working days of being notified shall be declared non-responsive. In addition to the requirements under paragraph (b) of the Conditions of Tender, in the event that a due diligence is performed as part of the tender evaluation, the due diligence report will be used to evaluate the tenderer's ability to perform the contract as stated in sub-clause (b). The due diligence will evaluate the overall risk associated with the tender. The due diligence will take into consideration the following: • Assessment of financial statements to assess the financial position of the tenderer and its ability to obtain the necessary guarantees or insurances; • Evaluation of managerial and technical ability and available resources in relation to the proposed tender; • Integrity risk evaluation; • Operations, activities, locations and key customers; • Reference checks from previous clients; and • Risk rating (i.e. high risk, medium to high risk, medium risk or low risk) of the tenderer.
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 Employer will provide 1 (one) signed contract document to the Service Provider.
5.19	All requests shall be in writing.
Additional conditions of tender clauses:	
3.7	Jurisdiction Unless stated otherwise in the Tender Data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.
3.8	Please insert 3.8 as an additional clause to the conditions of tender It is a condition of this tender that a service level agreement will be entered into and negotiated between the employer and the successful tenderer, subject to the conditions and the general conditions of contract having precedence

PART T2: RETURNABLE SCHEDULES

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL X.003-057-2021/1F: FOR THE PROVISION AND MANAGEMENT OF WELLNESS SERVICES FOR ROUTINE ROAD MAINTENANCE PROJECTS IN EASTERN CAPE PROVINCE

T2.1 LIST OF RETURNABLE SCHEDULES**Notes to tenderer:**

1. Returnable schedules are separated into the following categories:
 - i) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A, B, C and D).
 - ii) A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1).
2. Failure to fully complete the relevant returnable documents shall render such a tender offer 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.

T.2.1 LIST OF RETURNABLE SCHEDULES**Notes to tenderer:**

The list of returnable documents is shown in the following table, with the status of those documents incorporated into the contract indicated.

FORM	FORM DESCRIPTION	STATUS
A1	CERTIFICATE OF CONFIRMATION THAT THE TENDERER READ THE PRESENTATION	*1
A1.1	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	*1
A2.1	CERTIFICATE OF AUTHORITY FOR SIGNATORY	*1
A2.2	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	*1 & *2
A2.3	DECLARATION – MANAGEMENT OF PROMINENT INFLUENTIAL PERSONS	*1 & *2
A3.1/ SBD4	COMPULSORY DECLARATION	*1 & *2
A3.2/ SBD9	CERTIFICATE OF INDEPENDENT TENDER	*1 & *2
A3.3/ SBD8	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	*1 & *2
A3.4	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	*1 & *2
A4	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	*1 & *2
A5	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	*1

A6/ SBD2	CERTIFICATES OF TAX COMPLIANCE	*1
A7	CERTIFICATE OF INSURANCE COVER	*1&*2
A8	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	*1
A9	DECLARATION OF TENDERER'S LITIGATION HISTORY	*1
A10/ SBD1	INVITAION TO BID AND TERMS AND CONDITIONS FOR BIDDING	*1 & *2
B1	KEY PERSON'S TECHNICAL/MANAGERIAL RECORD	*1
B2	KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD	*1
B3	TENDERER'S PROJECT STRUCTURE	*1
B4	PAST PERFORMANCE PROJECT REPORTS	*1
B5	PRELIMINARY PROGRAMME (INCLUDING UNDERSTANDING AND APPROACH)	*1
B6	PROOF OF REGISTRATION WITH EAPA-SA	*1&*2
B7	CALL CENTRE	*1
D1	TENDERER'S B-BBEE VERIFICATION CERTIFICATE	*1 & *2
C1.1.1 /SBD7	FORM OF OFFER	*2
C1.2.3	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	*2
C2.2/ SBD3	PRICING SCHEDULE	*1 & *2
C2.3	SUMMARY OF PRICING SCHEDULE	*1 & *2

NOTES:

*1 - SCHEDULES/DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

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

CONTRACT SANRAL X.003-057-2021/1F

Notes to Tenderer:

- 1. The duly completed certificate of intention to submit a tender must be submitted by whoever intends to tender for this particular tender within seven (7) days from the date the tender is advertised. Failure to submit the certificate of intention to tender within the required period may render the tenderer non-responsive and SANRAL does not accept responsibility for any communication not received by the tenderer timeously.
- 2. Late notification of intention to tender by a prospective tenderer will not necessarily result in the tender closing date being extended.
- 3. Should you intend to submit a tender for this particular tender please sign the certificate, scan and email the completed document to the email address indicated in T1.1 of this tender document.
- 4. The Employer shall send all correspondence, including Addenda, only to the Tenderer's email address as provided herein.

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

representative of (insert name of tenderer)

of (address)
.....
.....

telephone number

fax number

e-mail

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

TENDERER'S REPRESENTATIVE
(Signature)

Date

FORM A2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

CONTRACT SANRAL X.003-057-2021/1F

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 the flash drive.
- 2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of the designated lead member of the intended joint venture, as required by tender condition 4.13.2.
- 3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.
- 4. In the event that authorisation is for more than one project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners.

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

Mr/Ms

whose signature appears below, has been duly authorised to sign all documents in connection with the tender for contract no. SANRAL (insert contract no. and description)

.....

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

.....

SIGNED ON BEHALF OF THE COMPANY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:

SIGNATURE

SIGNATURE

NAME (print)

NAME (print)

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

CONTRACT SANRAL X.003-057-2021/1

Notes to tenderer:

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

I, the undersigned, declare that:

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

.....

.....

.....

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

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

.....
SIGNATURE

The deponent having:

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

.....
COMMISSIONER OF OATHS

FORM A2.3: DECLARATION – MANAGEMENT OF PROMINENT INFLUENTIAL PERSONS**CONTRACT SANRAL X.003-057-2021/1F****Notes to Tenderer:**

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

- viii. “Foreign Prominent Public Official” means (as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017) an individual who holds or has held at any time in the preceding 12 (twelve) months, in any foreign country a prominent public function.
 - ix. “FPPO” means a Foreign Prominent Public Official.
 - x. “Improper influence” means personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
 - xi. “The Employer” means the South African National Roads Agency SOC Limited (SANRAL) with registration number 1998/009584/30.
 - xii. “Senior Management” means the Executive Committee or its individual members.
9. A separate declaration is required from each DPIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIP, FPPO and Fin from each of the Joint Venture (JV) members, is required.

Prominent Influential Persons (PIP's) Reporting Form

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

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

Reporting Person/s:

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

DECLARATION / UNDERTAKING BY THE TENDERER

I, the undersigned,
declare that:

- i. the information furnished on this declaration form is true and correct.
- ii. 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 A3.1: COMPULSORY DECLARATION (INCORPORATING SBD4)

CONTRACT SANRAL X.003-057-2021/1F

Notes to tenderer:

- 1. Any legal person, including persons employed by the State, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:**
 - the tenderer is employed by the State; and/or
 - the legal person on whose behalf the tender document is signed, has a relationship with person/s who are involved in the evaluation and/or adjudication of the tender, or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the tender
- 2. Definitions:**
 - 2.1. "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.
 - 2.2. "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.**
- 3. The tender will be declared non-responsive:**
 - 3.1. if the Form is omitted or blank; or**
 - 3.2. if the tenderer is found to have failed to declare a conflict or declare false information, and should this be discovered after the award of a contract the tenderer will be ultimately barred from tendering.**

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

Section 1: Enterprise details

Name of enterprise	
Contact person	
E-mail	
Telephone	
Cell	
Fax	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS information

Tax reference number	
VAT registration number	(state Not Registered if not registered for VAT)

Section 4: CIDB registration number

CIDB Registration number	
--------------------------	--

Section 5: Particulars of principals

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act, 1984, (Act No. 69 of 1984)

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 6: Record in the service of the state:

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary

Section 7: Record of family member in the service of the state:

Family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has within the last 12 months been in the service of any of the following:

- | | |
|--|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity, including any of its joint venture partners, terminated during the past 5 (five) years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

☐ Yes ☐ No (tick appropriate box)

If yes, provide particulars:

Insert separate page if necessary

Section 9: Declaration

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

- i) neither the name of the tendering entity, nor any of its principals, appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za);
- ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;
- v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;
- vi) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

I, the undersigned certify that the information furnished in Form A3.1 above is correct. I accept that the Employer may reject the tender or act against me in terms of 5.7 of the Conditions of Tender should this declaration prove to be false.	
..... Signature (duly authorised)	 Date
..... Position	 Name of Enterprise
NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with the Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.	
NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer.	
NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.	
NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.	
NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.	
NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.	

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

CONTRACT SANRAL X.003-057-2021/1

Notes to tenderer:

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

Declaration

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

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

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

SIGNATURE:

DATE:

NAME:

POSITION:

**FORM A3.3: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
(INCORPORATING SBD8)**

CONTRACT SANRAL X.003-057-2021/1F

Notes to tenderer:

1. This declaration:
 - (a) must form part of all tenders submitted.
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; or
 - (c) failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.
5. If this form is omitted or blank, the tender will be declared non-responsive.

4.1	Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/ Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied. The Database of Restricted Suppliers now resides on the National Treasury website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If Yes, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury website ((www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If Yes, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	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 X.003-057-2021/1F

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive(refer to Tender Data, Clause 4.1.1).

Name of Service Provider:

Central Supplier Database Supplier Number:

Supplier Commodity:

Delivery Location:

FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

CONTRACT SANRAL X.003-057-2021/1F

PAGE	DESCRIPTION

FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS**CONTRACT SANRAL X.003-057-2021/1F****Note to tenderer:**

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

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

FORM A6: CERTIFICATES OF TAX COMPLIANCE (INCORPORATING SBD2)

CONTRACT SANRAL X.003-057-2021/1F

The Tenderer shall complete the declaration below.

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

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

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

.....
SIGNATURE

.....
DATE

FORM A7: CERTIFICATE OF INSURANCE COVER

CONTRACT SANRAL X.003-057-2021/1

Notes to tenderer:

- 1. Scan Certificate of insurance cover on CD.**

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

- 1. Name of Tenderer:
- 2. Period of Validity:
- 3. Value of Insurance:
- 3. Professional Indemnity (for each and every case)
 - Company:
 - Value:
- 4. General public liability
 - Company:
 - Value:
- 5. Third party liability
 - Company:
 - Value:

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

CONTRACT SANRAL X.003-057-2021/1F

Notes to tenderer:

- 1. The tenderer shall attach to this form a letter (dated less than 3 months prior to the tender closing date) from the bank at which he declares he conducts his account. Tenderers that fail to comply may be declared non-responsive in terms of Tender Condition 5.8.**
- 2. The tenderer’s banking details as they appear below shall be completed.**
- 3. Scan the relevant letter on Flash drive.**

The tenderer shall provide the following:

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

FORM A9: DECLARATION OF TENDERER’S LITIGATION HISTORY

CONTRACT SANRAL X.003-057-2021/1F

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

FORM A10: SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING**PART A: INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED					
BID NUMBER:	X.003-057-2021/1F	CLOSING DATE:	22 October 2021	CLOSING TIME:	11:00
DESCRIPTION	FOR THE PROVISION AND MANAGEMENT OF WELLNESS SERVICES FOR ROUTINE ROAD MAINTENANCE PROJECTS IN EASTERN CAPE PROVINCE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: SANRAL SOUTHERN REGION OFFICE Reception Area 20 Shoreward Drive Baywest Port Elizabeth 6025					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Vuyokazi Mabuya				
TELEPHONE NUMBER	041 398 3200				
FACSIMILE NUMBER					
E-MAIL ADDRESS	Mabuyav@nra.co.za				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ 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 BRAND 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, 2017, 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 ALSO BE MADE VIA E-FILING THROUGH THE SARS WEBSITE: WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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

POSITION: PROJECT LEADER

Note to tenderer:

- 1. A CV of the proposed candidate must be attached to this form
- 2. If this Form is omitted or incomplete or the proposed candidate does not meet the minimum experience, the tender will be declared non-responsive.

NAME	IDENTITY DOCUMENT NUMBER OR PASSPORT NUMBER OF NON-RSA RESIDENTS	POSITION IN TEAM

Technical/Managerial Experience (List only the most recent 3 projects that the tenderer considers relevant to the specified scope of works)

CLIENT	PROJECT TYPE	RELEVANT EXPERIENCE STARTED	RELEVANT EXPERIENCE ENDED	VALUE	POSITION HELD	CONTACT PERSON AND POSITION	CONTACT No.

Comments:

Declaration:

I declare that the information provided herein is true, that the position occupied, the projects reported, and the corresponding responsibilities are truly the candidates own experiences.

Name

Date

Signature

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

POSITION: FACILITATOR/EDUCATOR

Note to tenderer:

- 1. A CV of the proposed candidate must be attached to this form
- 2. If this Form is omitted or incomplete or the proposed candidate does not meet the minimum experience, the tender will be declared non-responsive.

NAME	IDENTITY DOCUMENT NUMBER OR PASSPORT NUMBER OF NON-RSA RESIDENTS	POSITION IN TEAM

Technical/Managerial Experience (List only the most recent 3 projects that the tenderer considers relevant to the specified scope of works)

CLIENT	PROJECT TYPE	RELEVANT EXPERIENCE STARTED	RELEVANT EXPERIENCE ENDED	VALUE	POSITION HELD	CONTACT PERSON AND POSITION	CONTACT No.

Comments:

Declaration:

I declare that the information provided herein is true, that the position occupied, the projects reported, and the corresponding responsibilities are truly the candidates own experiences.

Name

Date

Signature

FORM B2.1: KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD**POSITION: PROJECT LEADER****Note to tenderer:****The tender will be declared non-responsive if:**

- a) the qualification and registration record are not submitted; or**
- b) the proposed key person does not have appropriate qualification; or**
- c) the proposed key person is not registered.**

Personal Details of Candidate

Name	Position in team	Position in tendering entity	Permanent/Contract Employment *

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

Registration with professional bodies

Professional registration body	PMSA	SACPCMP
Level of registration		
Registration number		
Date of registration		

Highest qualification	Institution	Date graduated
Initial relevant Tertiary Qualification	Institution	Date graduated
Accredited certificate in Employee Assistance Programmes (EAP)	Institution	Date and attach certificate

Comments:

FORM B2.2: KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD**POSITION: FACILITATOR / EDUCATOR****Note to tenderer:****The tender will be declared non-responsive if:**

- a) the qualification and registration record are not submitted; or
- b) the proposed key person does not have appropriate qualification; or
- c) the proposed key person is not registered.

Personal Details of Candidate

Name	Position in team	Position in tendering entity	Permanent/Contract Employment *

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

Registration with professional bodies

Professional registration body/Accreditation			Highest qualification: NQF Level 7 Degree	Institution	Date graduated
Level of registration					
Registration number			Initial relevant Tertiary Qualification	Institution	Date graduated
Date of registration					
			Accredited certificate as a Facilitator	Institution	Date and attach certificate

Comments:

SANRAL-EXPLANATION OF WELLNESS MANAGEMENT TENDER EVALUATION SCORING.

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

The criterion for scoring is made up as follows:

Evaluation Criteria	Points
Technical Knowledge	48
Management Knowledge	18
Past performance	10
Call centre	12
EAPA-SA registration	12
TOTAL	100

The minimum number of evaluation points for quality is not less than 70%.

The breakdown of individual components are as follows:

Technical Knowledge (48)

The key persons for each key position identified, may supply the 3 (three) most recent relevant projects where the key person was involved. This is done in the form of returnable schedules, such as the one below:

FORM B1: PERSONAL DETAILS OF CANDIDATE		POSITION = PL (WELL)		MANAGERIAL POSITION		CANDIDATE'S TECHNICAL/MANAGERIAL RECORD					
NAME		ID Number or Passport Number of Non-RSA Residents (Enter with no spaces)		POSITION IN TEAM		Description					
				Project Leader (Wellness)							
TECHNICAL / MANAGERIAL EXPERIENCE (List only the most recent 3 projects that the tenderer considers relevant to the specified scope of works)											
CLIENT & PROJECT NUMBER (Note 2)	CLIENT (coded)	PROJECT TYPE (coded) (Note 3) * Add additional info in Comments box below if required.	RELEVANT KEY PERSONS EXPERIENCE STARTED (yyyy/mm/dd) (Note 4)	RELEVANT KEY PERSONS EXPERIENCE ENDED (yyyy/mm/dd) (Note 4)	VALUE (in millions of Rand) (* ,000,000) (note 5)	POSITION HELD (Note 6)	POSITION HELD (coded)	Contact Person & Position (Note 7)	Contact Number		
Other	▼	NONE ▼	Year ▼ Month ▼ Day ▼	Year ▼ Month ▼ Day ▼			PL (Wellness) ▼				
Other	▼	NONE ▼	Year ▼ Month ▼ Day ▼	Year ▼ Month ▼ Day ▼			PL (Wellness) ▼				
Other	▼	NONE ▼	Year ▼ Month ▼ Day ▼	Year ▼ Month ▼ Day ▼			PL (Wellness) ▼				

For technical knowledge three (3) areas are evaluated:

- 1) Project Type Relevance
- 2) Period relevance
- 3) Position held by the proposed key resource

Below are lists with possible key positions, (with abbreviations) and required relevant experience in the wellness field:

ABBREVIATION	DEFINITION
EW	Employee Wellness
CWW	Corporate Employee Wellness in the Workplace
PWM	Public Wellness in Medical field
HRMM	HR Management in Medical field
PMS	Project Management - Specialized field
PMG	Project Management - General
PMEW	Project management - Employee wellness

SEM	Stakeholder engagement in the Medical field
EWRD	EW Research development
CDW	Community Development in the Wellness field
MTF	Medical training facilitator, Educator
CTF	Corporate training facilitator in the workplace
OITF	Other industry Training Facilitator/Educator

KEY PERSON
PL (Wellness)
Employee Assistance (EA) Coordinator
EA Practitioner
EA Professional
EA Specialist
Facilitator/Educator
Skills development specialist
HR management
Health care consultant
Project Management – Specialised field
Registered Nurse
Lay Counsellor
Corporate training Facilitator
Medical field training facilitator
Medical doctor
Psychologist

1) Project Type Relevance

The relevance of the project type is evaluated against a pre-determined key person specific matrix. For a comprehensive list of matrixes please refer to the Technical Submission Spreadsheet. Below are examples of the matrices for various key Persons:

PL, WELLNESS

Project type Experience	PL WELLNE SS
NONE	0
CWW	5
PWM	4
HRMM	2
PMS	2
PMG	2
PMEW	5
SEM	3
EWRD	3.5
CDW	2
MTF	2
CTF	2
OTIF	2

FA/ED, WELLNESS

Project type Experience	FA/ED
NONE	0
CWW	5
PWM	2.5
HRMM	2
PMS	1
PMG	1
PMEW	3.5
SEM	2.5
EWRD	5
CDW	3
MTF	5
CTF	5
OTIF	2

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

2) Period Relevance

For each project experience listed, a point is allocated for the time lapse between the experience gained and the tender closing date. If the experience is within 10 (ten) years of the tender closing 5(five) point is allocated. If the experience is beyond 10 (ten) years but less than 15 (fifteen) years, 2.5 (two point 5) point is allocated. If the experience is longer than 15 (fifteen) years ago, 0 (zero) points are allocated.

If the experience is less than 6 (six) months, a pro-rata point is allocated to that of the point that would have been achieved as the experience is of a limited duration.

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

3) Position Held

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

Position Required Experience	PL (Wellness)	Facilitator/ Educator
---------------------------------	---------------	--------------------------

PL (Wellness)	5	2
Employee Assistance Coordinator	4	2
EA Practitioner	5	5
EA Professional	5	5
EA Specialist	5	5
Facilitator/Educator	1	5
Skills development specialist	1	5
HR management	1	2
Health care consultant	3	4
PMS	2	1
Registered Nurse	1	1
Lay counsellor	1	1
Corporate training Facilitator	1	5
Medical field training facilitator	2	5
Medical doctor	1	2
Psychologist	0	0

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

Therefore, a total of 45 points can be scored for each key person listed in the tender document. The total for all key persons are totalled and this score is then converted back down into a score out of a maximum of 48 (forty eight) for technical knowledge.

Management Knowledge (18)

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

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

- 1) Clients
- 2) Position held

1) Clients

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

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

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

2) Position Held (only for managerial positions)

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

Position Required Experience	PL (Wellness)
PL (Wellness)	2
Employee Assistance Coordinator	1
EA Practitioner	1
EA Professional	1
EA Specialist	2
Facilitator/Educator	1
Skills development specialist	1
HR management	1
Health care consultant	1
PMS	1
Registered Nurse	0
Lay Counsellor	0
Corporate training Facilitator	0
Medical field training facilitator	5
Medical doctor	2.5
Psychologist	5.0

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

Therefore, a total of 15 (fifteen) – non-managerial positions, and 30 (thirty) points – managerial positions, can be scored for each key position listed in the tender document. The total for all key positions are totalled and this score is then converted back down into a score out of 18 (eighteen) for managerial experience.

Past Performance Experience (10)

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

- For a completed project: PSP PERFORMANCE REPORT

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

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

Or

Submit reference letters on a signed and stamped official letterhead of the Employer: Submit copies of reference letters on the relevant employer's letter head in the last ten (10) years which correspond to the relevant project referenced under Form B4. The submission of reference letter without signed and stamped official letterhead will result in zero score performance rating on a project (however the bidder will still score on the other criteria). A reference letter will score a value of 4 for each of the reference projects a letter is submitted for.

Or

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

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

Call Centre (12)

The tender is allocated points for call centre as per the table below. The total number of points allocated are tallied and a score out of 12 (twelve) is awarded.

CALL CENTER	POINTS
No Call Center	0
In-House Call Center	5
Outsourced Call Center	4
CALL CENTER - OPERATIONAL TIMES	
No Call Center	0
Not 24 Hour Call Center	1
24 Hour Call Center	2
CALL CENTER - STAFFING	
No Call Center	0
2 or less Staff per shift	1
3 or more Staff per shift	2
CALL CENTER - LINE CAPACITY	
No Call Center	0
2 or less incoming and outgoing lines	1
3 to 5 incoming and outgoing lines	2
6 or more incoming and outgoing lines	3

EAPA-SA (12)

For Employee Assistance Professionals Association (EAPA-SA)

Tenderer must attach proof of the company or Directors registration certificate to form B6.

- 1) Tenderer's registration with EAPA-SA
 - The tender is allocated 12 points for Company EAPA-SA registration.
- 2) Tenderer's Directors or Key resources registration with EAPA-SA
 - The Directors or Key resources registration points are scored as follows:

DIRECTORS OR KEY RESOURCES REGISTRATION	POINTS
No Directors or Key Person registered	0

< 50% of Directors or one Key resource (Project Leader or Facilitator) registered	5
>= 50% of Directors or both Key resources (Project Leader and Facilitator) registered	9

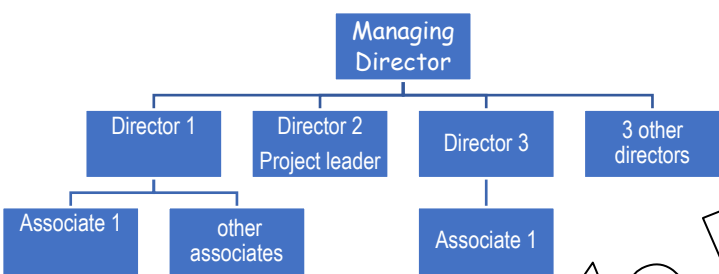
Conclusion

The various scores for the 5 (five) criteria are added together to establish the final score for the tenderer and whether the tender makes the required threshold allocated to this project.

FORM B3: TENDERER’S PROJECT STRUCTURE

Notes to tenderer:

- 1. The intention of this form is to demonstrate the tenderer’s project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
- 2. Tenderers which are large companies may simplify the organogram by ‘rolling up’ portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
- 3. State the city or town where the company’s head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA



Head Office:	State City/Town
Other Offices:	Only list number, localities not required
Registered Professionals: EAPA-SA, HPCSA, SANC	List only in road construction/transport industry
Registered Professionals: PMSA or SACPCMP	
Total Employees:	
Names of all Partners, Members or Directors and their Professional Registration numbers	

FORM B4: PAST PERFORMANCE PROJECT REPORTS (PSP)

Note to Tenderer:

- A. The tenderer is required to submit completed PSP Past Performance Reports for completed projects for any 3 (three) projects completed by the tenderer in the last 10 (ten) years.**
- B. The completed Annex1 - Past Performance Reports (PSP)-must be signed by the client/client's representative.**
- C. For tenderers with less than 3 (three) completed projects, a sworn affidavit shall be submitted as per the template in the technical submission spreadsheet)**
- D. Submit reference letters on a signed and stamped official letterhead of the Employer.**
- E. Failure to submit a completed and signed Annex1 - Past Performance Report (PSP), reference letters or a sworn affidavit will result in 0 (zero) points for past performance on the project.**

Refer to EXCEL file
provided

FORM B5: PRELIMINARY PROGRAMME (INCLUDING UNDERSTANDING AND APPROACH)

The tenderer shall attach a preliminary programme reflecting the proposed sequences and tempo of execution of the various activities.

Note to tenderer: Limit this to two pages.

Refer to EXCEL file
provided

**FORM B6: PROOF OF REGISTRATION WITH EMPLOYEE ASSISTANCE PROFESSIONALS
ASSOCIATION OF SOUTH AFRICA (EAPA-SA)**

Notes to tenderer:

- 1. Attach to this form all current registrations with EAPA-SA.**
- 2. Only relevant EAPA-SA accreditation certificates will be accepted.**
- 3. Scan relevant certificates to the flash drive.**

Refer to EXCEL file
provided

FORM B7: CALL CENTRE

Note to Tenderer:

The tenderer is required to indicate the capacity of the Call centre within their organisation. If the Call centre is outsourced, attach proof of the Agreement between the established Call centre and your organisation.

Refer to EXCEL file
provided

PART C1: AGREEMENTS & CONTRACT DATA

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL X.003-057-2021/1F: FOR THE PROVISION AND MANAGEMENT OF WELLNESS SERVICES FOR ROUTINE ROAD MAINTENANCE PROJECTS IN EASTERN CAPE PROVINCE

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Notes to tenderer

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

C1.1 FORMS OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER (Incorporating SBD7)

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

Sir,

CONTRACT SANRAL X.003-057-2021/1F : FOR THE PROVISION AND MANAGEMENT OF
WELLNESS SERVICES FOR ROUTINE ROAD MAINTENANCE PROJECTS IN EASTERN CAPE
PROVINCE

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

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

A. PRICE OFFERED

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

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

(R..... in figures)

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

B. PREFERENCE CLAIMED

I/we claim the following B-BBEE contributor status level as per Returnable Schedule Form D1: Tenderer's B-BBEE Verification Certificate subject to Tender Data 5.11.8. In the event of any difference between the above stated status level and the Verification Certificate attached to Form D1, the Verification Certificate shall apply.

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

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

Yours faithfully

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY:

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

NAME AND ADDRESS OF ORGANISATION:
.....

NAME AND SIGNATURE OF WITNESSES:

SIGNATURE: DATE:

NAME (IN CAPITALS):

SIGNATURE: DATE:

NAME (IN CAPITALS):

C1.1.2 FORM OF ACCEPTANCE (Incorporating SBD7)

To *(Name of successful tenderer)*

Dear Sir,

CONTRACT SANRAL X.003-057-2021/1F

FOR THE PROVISION AND MANAGEMENT OF WELLNESS SERVICES FOR ROUTINE ROAD MAINTENANCE PROJECTS IN (INSERT PROVINCE) PROVINCE

ACCEPTANCE OF OFFER

1. It is our pleasure to inform you that the South African National Roads Agency SOC Ltd (the Employer) accepts your *(select if applicable corrected/corrected alternative/alternative)* offer in the amount of R..... (i.e. including VAT but excluding CPA and any contingent sum not in the priced schedule).
2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data, including the set-off of any debt agreed to which is due and payable as per Returnable Schedule Form A2.2.
3. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:

Part C1: Agreements and Contract Data (including this form of acceptance),
Part C2: Pricing Data,
Part C3: Scope of the Work,
Part C4: Site Information and
Part C5: Annexures

together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into Parts C1 to C5 listed above.

4. Deviations and/or qualifications included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. *(If no deviation state "There are no deviations, qualifications or changes to the documents). Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.*
5. A SARS compliance check has been done on you and you are found to be *(select: compliant or non-compliant)*. *If not compliant: 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 contract data. Proof of validity of insured cover shall be provided on a monthly basis until contract completion.
 - (ii) Completed Form of Banking details which is attached hereto (Form C.1.1.4).
 - (iii) Completed Tax Compliance Permission Declaration which is attached hereto (Form C.1.1.5).
 - (iv) Proof that you are registered and in good standing with the compensation fund or with a licensed compensation insurer
 - (v) Performance Security as per the contract data, a proforma of which is attached for your reference.

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 tender closure.

- 7. The effective date of the contract shall be the date of this Form of Acceptance unless you, within seven (7) working 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 performance of the service shall be (insert the date, which is 8 calendar days after the date of this Form of Acceptance).
- 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
Project Leader	
Facilitator/Educator	

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY: **Regional Manager**
EMPLOYER'S NAME AND ADDRESS: **South African National Roads Agency SOC Limited**
20 Shoreward Drive
Baywest
Port Elizabeth

NAME AND SIGNATURE OF WITNESSES:

SIGNATURE: DATE:
NAME (IN CAPITALS):

SIGNATURE: DATE:
NAME (IN CAPITALS):

AUTHORITY TO ACT: SANRAL's Delegation of Powers 2.4.1.2

C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

Schedule of deviations.

Notes:

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

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

1.

Subject:

Details:

2.

Subject:

Details:

3.

Subject:

Details:

4.

Subject:

Details:

By the duly 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 tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

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

C1.1.4 FORM OF BANKING DETAILS

Notes to Tenderer

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



APPLICATION FOR VENDOR
REGISTRATION

Vat Reg: 4220186250

Vendor Name as per Company Registration

.....
....

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

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

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

Company Registration number	BBBEE Status Level

Income Tax Number	Vat Registration number

CSD Registration number	CSD unique code

THIS SECTION MUST BE COMPLETED FOR ALL ELECTRONIC PAYMENTS

Name of bank

Account number	Account Type
	Current

Branch name	Branch Code

Applicant’s Authorisation Officer: PRINT NAME

Applicant’s Authorisation Officer: SIGNATURE

The following documentation must be submitted with this form:

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

All of the above should be emailed to the appropriate office as indicated:

☐	Head Office: procurementho@nra.co.za
☐	Northern Region: procurementnr@nra.co.za
☐	Eastern Region: procurementnr@nra.co.za
☒	Southern Region: procurementsr@nra.co.za
☐	Western Region: procurementwr@nra.co.za

OFFICIAL USE ONLY**Region:**

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

Type of vendor:

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

Status of vendor:

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

AUTHORISING OFFICER REGION:**AUTHORISING OFFICER HO:**

--	--

VENDOR NUMBER ALLOCATED:**REFER TO EXISTING
VENDOR NUMBER**

SERVICE PROVIDER'S
LETTER HEAD AND
ADDRESS

Date:

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

Attention: Chief Financial Officer

Dear Madam

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

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

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

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

Kind Regards

.....
Signature

Name:
Designation:
ID number:

C1.1.5 TAX COMPLIANCE PERMISSION DECLARATION

Note to Tenderer:

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

The Service Provider shall complete the declaration below.

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

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

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

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

.....
SIGNATURE

.....
DATE

C1.2 CONTRACT DATA**C1.2.1 GENERAL CONDITIONS OF CONTRACT****Note to tenderer:**

- 1. General Condition of Contract are included together with SANRAL's special conditions of contract where the former is shown in standard format and SANRAL's amendments (i.e. special conditions) shown in italics. SANRAL's special conditions of contract are shown in italics and will supplement the General Condition of Contract.**

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CONDITIONS OF CONTRACT

1. DEFINITIONS

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

Agreement

This agreement including all annexures and appendices thereto and any written supplementary agreements which may be validly concluded between the parties thereto.

Backup

Means the method employed to make a copy of software and data, and could include off-site backup.

Bidder

Means the person/s, partnership, joint venture, company or firm who has/have made a tender submission and shall also be used synonymously and interchangeable with the words "Tenderer" and "Bidder" throughout this document.

Business Day

Means any day other than Saturday or Sunday or any official public holiday within the Republic of South Africa.

Business Hours

Means Monday to Friday, from 08h00 to 17h00, excluding Saturdays, Sundays or any official public holiday within the Republic of South Africa.

Commencement Date

Means the commencement date specified in Letter of Appointment, notwithstanding Date of Signature hereof.

Contract

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

Contract Data

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

Contract Price

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

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).

Employer

The contracting party named in the Contract who employs the Service Provider who may be represented by a person, or persons nominated in writing, to monitor and manage the contract. The Employer is The South African National Roads Agency SOC Limited. See also "SANRAL"

Force Majeure

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

Intellectual Property

Shall mean any and all technical or commercial information, including, but not limited to the following: manufacturing technique and designs; specifications and formulae; data, systems and processes; production methods; trade secrets; financial and marketing information; patents, rights in business names; trade names, service marks; trademarks, designs, inventions, know-how and copyright in documentation (text) or computer/software programmes (including source code) and all other rights of a similar character (regardless of whether such rights are registered and/or capable of registration) and all applications and rights to apply for protection of any of the same.

Key Persons

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

Others

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

Parties

The Employer and the Service Provider.

Period of Performance

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

Personnel

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

Personnel Schedule

A schedule naming all personnel and key persons.

Pricing Data

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

Project

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

QSE

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

Scope of Work

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

Service Provider

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees and includes the Service Provider's legally appointed representatives, heirs, successors, assignees, executors, administrators, trustees or sureties of such person, persons, partnership, company or firm.

Services

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

“SANRAL” means The SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED instituted in terms of the South African National Roads Agency SOC Limited and National Roads Act (Act No 7 of 1998) or a person delegated by the South African National Roads Agency SOC Limited to act on its behalf.

Sub-contractor

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

Technical Proposal

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

Works or Works Contract

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

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

1.3.1 The language of the Contract and of all communications between the Parties shall be English.

1.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

1.4.1 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.

1.4.2 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.

1.4.3 A Party may change its address for receipt of communications by giving the other Party 30 days advance notice of such change.

3.5 Location

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

3.6 Publicity and publication

Unless otherwise agreed, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (5) years of completion of the Services without the written approval of the Employer, which approval shall not be unreasonably withheld.

3.7 Confidentiality

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

3.8 Variations

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

3.9 Sole agreement

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

3.10 Indemnification

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

3.11 Penalty

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

- 1.11.3 *In the event that due to his negligence or for reasons within his control, the Service Provider does not meet the specified target of work stated in the Contract Data to the Targeted Enterprise the Employer shall be entitled to levy a penalty as stated in the Contract Data.*
- 1.11.4 *In the event that due to his negligence or for reasons within his control, the Service Provider does not disclose subcontracting arrangements the Employer may be entitled to levy a penalty as stated in the Contract Data.*

3.12 Equipment and materials furnished by the Employer

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

3.13 Illegal and impossible requirements

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

3.14 Programme

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

3.15 Severability

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

3.16 Waiver

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

4. EMPLOYER'S OBLIGATIONS

4.1 Information

- 4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

- 4.1.2 The Employer shall provide the Service Provider with any assistance required in obtaining other relevant information that the latter may require in order to perform the Services.
- 4.1.3 The Service Provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the Employer.

4.2 Decisions

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

4.3 Assistance

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

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

4.4 Services of others

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

4.5 Notice of change by Employer

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

4.6 Issue of instructions

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

4.7 Payment of Service Provider

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

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

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

- 5.1.2 Where the Services include the exercise of powers to certify, decide or otherwise exercise discretion in regard to a contract or agreement between the Employer and Others, then the Service Provider shall act in respect of that contract or agreement as an independent professional
- 5.1.3 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.
- 5.1.4 *Unless specifically instructed differently, the Service Provider is delegated as the Employer's "Mandatar" in terms of the Occupational Health and Safety Act (Act no. 85 of 1993), and as the Employer's Agent as defined in Construction Regulations 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 calculations of whatsoever nature shall be kept and safeguarded for the duration of the insurance(s) required in terms of Clause 5.4.1.*

5.2 Exercise of authority

- 5.2.1 The Service Provider shall have no authority to relieve others appointed by the Employer to undertake work on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.
- 5.2.2 *Whenever necessary to enter upon land for the performance of the Contract the Service Provider shall do so in accordance with the provisions of the SANRAL Act, (Act 7 of 1998) and shall indemnify the Employer from all costs arising from any transgression committed by the Service Provider.*

5.3 Designated representative

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

5.4 Insurances to be taken out by the Service Provider

- 5.4.1 The Service Provider shall, at his own cost, unless otherwise agreed, take out and maintain in force such insurance policies in respect of their own risks in performing the Services as are stipulated in the Contract Data, subject to the approval of the Employer, which 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 Service Provider's actions requiring Employer's prior approval

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

- a) appointing 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.*

5.9 Performance Security

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

The Service Provider shall deliver the Performance Security to the Employer within 14 days of the date of issue of the Letter of Acceptance. The Performance Security shall be issued by an insurance company or bank registered or licensed as an insurance company or bank to do business in the Republic of South Africa and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents.

6. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD

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

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

6.2 Royalties and the like

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

6.3 Independence

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

6.4 Corruption and Fraud

6.4.1 *The Service Provider shall neither:*

- (a) *Offer or give or agree to give any person of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forebore to do any act in relation to the obtaining or performance of this*

- contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this contract; nor*
- (b) *Enter into this contract if in connection with its commission or a reward of any type has been paid, offered or agreed to be paid to any person of the Employer by the Service Provider or on his behalf or knowledge.*

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

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

6.4.3 *In the event that the Employer, in good faith and on reasonable grounds, comes to the opinion that any contract with a Government or public sector body has been or was obtained by the Service Provider through actions that mutatis mutandis are similar in nature to those barred in terms of Clause 6.4.2 by the Service Provider or by anyone employed by the Service Provider or acting on the Service Provider's behalf in relation to such Contract, the Employer may:*

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

7. SERVICE PROVIDER'S PERSONNEL

7.1 Provision of Personnel

7.1.1 The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

7.1.2 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.1.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

7.1.3 The Service Provider shall:

- a) forward to the Employer for approval, within 15 days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
- b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.

- c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

7.2 Staff and equipment

- 7.2.1 The Service Provider shall employ and provide all qualified and experienced personnel required to perform the Services.
- 7.2.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.
- 7.2.3 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval.
- 7.2.4 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced.
- 7.2.5 Except in the case of replacement resulting from death or where the Employer requests a replacement not provided for by the Contract, the Service Provider shall bear all additional costs arising out of or incidental to such replacement.
- 7.2.6 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.3 Working hours, overtime and leave

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

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

8.1 Commencement

The effective date of the contract shall be the date of the Form of Acceptance. Contract shall come into effect on the date that it is signed by both Parties or such later date as may be stated in the Contract Data. The Service Provider shall commence the performance of the Services within thirty (30) days after the date that the Contract becomes effective, or such date as may be specified in the Contract Data.

8.2 Completion

- 8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
- 8.2.2 The Service Provider, may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:
 - a) *variations to Services* ordered by the Employer.
 - b) failure of the Employer to fulfil his obligations under the Contract.
 - c) any delay in the performance of the Services which is not due to the Service Provider's default.
 - d) *Force Majeure*.

- 8.2.3 The Service Provider shall within 14 days of becoming aware that a delay may occur, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days thereafter deliver to the Employer full and detailed particulars of the request, in order that it may be investigated at the time.
- 8.2.4 The Employer shall, within 30 days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

- 8.3.1 *In this clause "Force Majeure" means an exceptional event or circumstance:*
- (a) *which is beyond party's control,*
 - (b) *which such a party could not reasonably have provided against before entering into the Contract,*
 - (c) *which, having arisen, such Party could not reasonably have avoided or overcome, and*
 - (d) *which is not substantially attributable to the other Party*

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

- (i) *natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity*
- (ii) *war, hostilities (whether war to be declared or not), invasion, act of foreign enemies, 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 employee's 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 reactivating the performance of the Services.
- 8.3.5 *If the Force Majeure event continues for more than 90 (ninety) days, either Party shall have the right to terminate this Contract with immediate effect.*

8.4 Termination

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

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

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

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

- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds 6 months, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded 6 months; or
- (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 days of the receipt of written notice requiring him to do so.

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

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

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

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

8.5 Suspension

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

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

8.6 Rights and liabilities of the Parties

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer. This shall include intellectual property gained during the project and any research work, papers and presentations done using the Employer's resources and information.
- 9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

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

11. SUB-CONTRACTING

- 11.1 A sub-contract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to others.
- 11.2 The Service Provider shall not sub-contract to nor engage a Sub-contractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Sub-contractor shall be notified to the Employer. The Employer shall, within 14 days of receipt of the notification and a full motivation why such services are to be sub-contracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization, failing which the Sub-contractor shall be deemed to be approved by the Employer. If the Service Provider enters into a sub-contract with a Sub-contractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.3 The Employer shall have no contractual relationships with Sub-contractors. However, if a Sub-contractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Sub-contractor with qualifications and experience acceptable to the

Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

- 11.4 The Service Provider shall advise the Employer without delay of the variation or termination of any sub-contract for performance of all or part of the Services.
- 11.5 The Service Provider shall be responsible for the acts, defaults and negligence of Sub-contractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the sub-contracting of any part of the Contract or of the engagement by the Service Provider of Sub-contractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.
- 11.6 *The Service Provider undertakes to pay the sub-contractor the full value as certified as being due in each interim monthly account. The Service Provider further undertakes to make payment within 7 (seven) days after payment by the Employer or by the 25th of the month following that in which the sub-contractor invoiced for the work, whichever date is earlier.*

12. RESOLUTION OF DISPUTES

12.1 Settlement

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

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than ten working days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties and shall do so, if after a period of 90 (ninety) days from entering into the mediation process, no resolution has been achieved.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data; *provided that the dissatisfied Party notifies the other in writing within 28 Days of mediator's decision being issued or the mediator declaring the mediation to have ended, as provided for in the Contract Data.* Claims not brought within the time periods set out herein will be deemed to be waived.

12.3 Adjudication

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

12.4 Arbitration

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

13. LIABILITY

13.1 Liability of the Service Provider

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

13.2 Liability of the Employer

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

13.3 Compensation

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

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

13.4 Duration of Liability

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

13.5 Limit of Compensation

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

13.6 Indemnity by the Employer

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

13.7 Exceptions

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

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due *(or any specified fixed-progressed payments due that have been delayed by the acts of the Employer)* shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer on receipt by him of the relevant invoice for interest, at the Prime overdraft rate plus 2% per annum, compounded monthly and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.

- 14.4 In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of six months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
- 14.5 *All accounts presented for payment shall be according to the Employers prescribed format with proof of ITIS data capture and shall be submitted to the Employer electronically and when required, delivered in hard copy to the Employer's relevant regional office.*
- 14.6 *Payments due shall be subject to the deduction of retention monies as stated in the Contract Data. The retention monies so deducted shall be released in accordance with the phases and conditions stated in the Contract Data.*
- 14.7 *If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract Data.*

C1.2.2 CONTRACT DATA: INFORMATION PROVIDED BY THE EMPLOYER

Clause No

- 1** The Employer is the South African National Roads Agency SOC Limited (SANRAL)
- The Employer's domicilium citandi et executandi (permanent physical business address) is:
- 48 Tambotie Avenue
VAL DE GRACE, 0184
- The authorised and designated representative of the Employer is:
- Name: The Regional Manager Southern Region
- Telephone: 041 398 3200
- Facsimile:
- 3.4** The address for receipt of communications is:
- Name: Xoliswa Chubana
- Telephone: 041 398 3200
- Facsimile:
- E-mail: chubanax@nra.co.za
- Address: 20 Shoreward Drive, Baywest, Gqeberha, 6205
- 3.5** The project is the Provision and Management of Wellness services for Routine Road Maintenance projects in Eastern Cape Province.
- The location for the performance of the Project is on all national routes stated in Scope of works.
- 3.6** The Service Provider may only release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.
- 3.11.1** The penalty payable for poor performance will be applied over the full-time duration of the Contract. Penalty charges shall be as follows:
- a) Failure to meet milestone dates in the Project programme = R2 000.00/day (excl. VAT) subject to a maximum of 10% of the Contract Value (excluding all Prime Cost and Provisional Sums).
- 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. Third Party Liability
Cover is: R 5 million
- Period of cover: Duration of contract only.
- 5.5** The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
1. Appointing Key Personnel not listed by name in the Contract Data.
2. Appointing sub-contractors for the performance of any part of the Service.

3. Expending any Prime Cost and/or Provisional Sum in the Contract or project.
 4. Authorising any work under a Variation (Works Authorisation) for the project
 5. Authorising any work outside the contract limits.
 6. Over-expenditure on the project.
 7. Changing the scope of work for the project.
 9. All requirements in the relevant documents listed in Clause C3.1.6.
 10. Making statements to the media regarding the project.
- 5.9 The provision of a Performance Security will not be required under this Contract.
- 7.2 The Key Persons required for this project are:
- Project Leader
Facilitator/Educator
- 7.3 The working hours and holiday for staff are as applicable in the Basic Conditions of Employment Act
- Facilitator/Educator and call centre to be available to the Wellness Champions 24 hours a day for 7 days a week.
- 8.1 The effective date of the contract shall be the date of the Form of Acceptance.
- The time to commence the performance of the Services is 8 calendar days after the date that the Contract becomes effective.
- 8.2 The Contract is concluded on the date when the Service Provider has completed all deliverables in accordance with the Scope of Work.
- 9.1 Copyright of documents prepared for the Project shall be vested with the Employer.
- 11.2 The Service Provider shall not sub-contract more than 25% of the tendered contract value (including value of work allocated to Targeted Enterprise(s) but excluding any services specified in the Scope of Works to be procured under a Provisional Sum through the Employer's Supply Chain Procurement process) to any other enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor(s) is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.
- The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage without the Employer's approval.
- All Targeted Enterprise(s)/ subcontractor(s) shall be registered on the National Treasury's Central Supplier Database (CSD)
- The Service Provider shall disclose all subcontracting arrangements. If the Service Provider fails to disclose, he shall be given 14 days to make representation as to why:
- (i) the contract shall not be terminated;
 - (ii) the Service Provider shall not be penalised up to 10% of the value of the contract.
12. Interim settlement of disputes is to be by mediation.
- Final settlement is by litigation.
- In the event that the parties fail to agree on a mediator, the mediator is to be nominated by the President of the South African Institution of Civil Engineering.
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 36 months from the date of termination or completion of the Contract.
- 13.5 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R 5 million

- 14.6 Retention monies shall be 5% of the value of completed works up to a maximum of R50 000.00 (excluding VAT).
- 14.7 Contract Price Adjustment: refer to pricing instructions in clause C2.1.6 of the pricing schedule.
- Base date shall be the date 28 days prior to the latest date for submission of tenders.

C1.2.3 CONTRACT DATA: INFORMATION PROVIDED BY THE TENDERER

A: CONTACT DETAILS

The Service Provider is

Address:

Telephone:

Facsimile:

The authorised and designated representative of the Service Provider is:

Name:

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

.....

Telephone:

Facsimile:

E-mail Address:

B: KEY PERSONS

Key Persons	Name	Registration with EAP-SA
Project Leader		
Facilitator/Educator		

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

Name of Partners, Members or Directors	Appointment Date	Designation	Registration with EAP-SA

C1.3 OTHER STANDARD FORMS

C1.3.1 FORM OF GUARANTEE

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

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

CONTRACT SANRAL X.003-057-2021/1F

FOR THE PROVISION AND MANAGEMENT OF WELLNESS SERVICES FOR ROUTINE ROAD MAINTENANCE PROJECTS IN EASTERN CAPE PROVINCE

1. I/We, the undersigned,
- and
- in our capacity as
- and
- and as such duly authorised to represent:
-
-
- (hereinafter referred to as “the Guarantor”) (in the case of a company a Resolution to be attached) do hereby hold at your disposal the amount of
- (R.....) (the “guaranteed amount”) for the due fulfilment by (insert the name of Service Provider) (hereinafter referred to as “the Service Provider”) of its obligations to The South African National Roads Agency SOC Limited (hereinafter referred to as “SANRAL”) in terms of the above stated contract between the Service Provider and SANRAL.
2. We hereby renounce the benefits of the exceptions *non numeratae pecuniae*, *non causa debiti*, *excussionis* and *divisionis*, the meanings and effect whereof we declare ourselves to be fully conversant.
1. We undertake and agree to pay to SANRAL the said guaranteed amount or such portion as may be demanded on receipt of a written demand from SANRAL, which demand may be made by SANRAL, if in your opinion and at your sole discretion, the said Service Provider fails and/or neglects to commence the work as prescribed in the contract or if he fails and/or neglects to proceed therewith or if, for any reason, he fails and/or neglects to complete the services in accordance with the condition of contract, or if he fails or neglects to refund to SANRAL any amount found to be due and payable to SANRAL, or if his estate is sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.
4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.
5. The said guaranteed amount or such portion as may be demanded may be retained by SANRAL on condition that after completion of the service as stipulated in the contract, SANRAL shall account to the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.

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

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

GUARANTOR:

NAME (IN CAPITALS)

AS WITNESSES: 1 2

NAMES (IN CAPITALS): 1 2

ADDRESSES: 1 2

.....

.....

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

This AGREEMENT made at

on this the day of in the year

between THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (hereinafter called "the Employer") on the one part, herein represented by Mbulelo Simon Peterson

in his capacity as Regional Manager and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and

(hereinafter called "the Mandatary") on the other part, herein represented by

.....

in his capacity as

WHEREAS the Employer is desirous that certain works be designed, viz CONTRACT SANRAL: X.003-057-2021/1F for the PROVISION AND MANAGEMENT OF WELLNESS SERVICES FOR ROUTINE ROAD MAINTENANCE PROJECTS IN EASTERN CAPE PROVINCE

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

4. The Mandatary shall execute the work in accordance with the contract documents pertaining to this contract.
5. This Agreement shall hold good from its commencement date, to either :
 - a) the date of the construction contract Performance Certificate issued in terms of sub-clause 11.9 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999) published by Federation Internationale des Ingenieurs-Conseils (FIDIC), as contained in Volume 1 of the contract documents pertaining to this contract, or
 - b) the date of termination of this contract in terms of Clause 8 of the CIDB's Standard Conditions of Contract for Professional Services.
6. The Mandatary declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandataries and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his sub-Service Providers.
4. In addition to the requirements of the agreed contract, the Mandatary further agrees to strictly adhere to his duties and responsibilities as set out in Regulation 6 of the Construction Regulations 2014.

- 5. The Mandatary is responsible for the compliance with the Act by all his sub-Service Providers, whether or not nominated and/or approved by the Employer.
- 6. The Mandatary warrants that all his and his sub-Service Provider's' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7. The Mandatary undertakes to ensure that he and/or his sub-Service Providers and/or their respective employees will at all times comply with the following conditions:
 - a) The Mandatary shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in Section 24 of The Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatary and/or his employees and/or its sub-Service Providers.

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

SIGNED FOR AND ON BEHALF OF EMPLOYER:

WITNESS 1:

NAME (IN CAPITALS)

WITNESS 2:

NAME (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY

WITNESS 1:

NAME (IN CAPITALS):

WITNESS 2:

NAME (IN CAPITALS)

PART C2: PRICING DATA

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

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

Unit:	The unit of measurement for each item of work as defined in the Scope of Works.
Quantity:	The number of units of work for each item 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 cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

C2.1.2 The quantities 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 validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

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

C2.1.4 The tenderer shall fill in a 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. Tenders should note the provisions of clause C2.1.10 of this preamble.

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

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

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

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

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

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

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

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

- The actual amounts paid (or due to be paid) by the Service Provider under the Sum, and
- An item for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, tendered in the Pricing Schedule. Provided that for Prime Cost Sums only, where a percentage mark-up or lump sum mark-up is tendered, which shall exclude profit.

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

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

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

C2.1.10 A tender shall be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

C2.1.11 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents

C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

C2.2 PRICING SCHEDULE (INCORPORATING SBD3)

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3200	MANAGEMENT OF WELLNESS PROJECT				
32.01	Administration of Wellness Project				
(a)	Project leader	month	36		
(b)	Facilitator / Educator	month	36		
(c)	HCT Wellness Co-ordinator	person days	9315		
(d)	Registered Nurse	person days	621		
(e)	Lay Counsellor	person days	621		
(f)	Call centre available 24/7	month	36		
(g)	Registered Counsellor - Trauma counselling – individual session	number	1000		
(h)	Registered Counsellor - Trauma counselling – Group session	number	500		
32.02	Training				
(a)	Quarterly Forum Facilitation Workshops				
(i)	Cluster 1: RRM 1, 2, 3, 4	number	12		
(ii)	Cluster 2: RRM 5, 6, 7, 8	number	12		
(iii)	Cluster 3: RRM 9, 10, 11, 12	number	12		
(iv)	Cluster 4: RRM 13, 14, 15, 16	number	12		
(v)	Cluster 5: RRM 17, 18, 19, 20	number	12		
(vi)	Cluster 6: RRM 21, 22, 23	number	12		
(b)	SETA Accredited Training for Wellness Champions	prov sum	500 000	1	500 000
(c)	Handling cost i.r.o. sub-item 32.02(b)	%	500 000		
(d)	Logistic- Accommodation for Wellness Champions	prov sum	1000 000	1	1000 000
(e)	Handling cost i.r.o. sub-item 32.02(d)	%	1000 000		
(f)	Hiring venues, for training	prov sum	150 000	1	150 000
(g)	Handling cost i.r.o. sub-item 32.02(f)	%			
32.03	Reports				
(a)	Monthly Status Report	number	36		
(b)	Quarterly Forum Facilitation Report	number	12		
(c)	HCT Bi-Annual Report	number	6		
(d)	Annual Report	number	3		
32.04	HCT Logistics (2 per annum)				
(a)	Hiring of venues	prov sum	540 000	1	540 000

(b)	Handling costs i.r.o. item 32.05(a)	%	540 000		
(c)	Vehicle and accommodation for HCT team (8ppl)	prov sum	1 000 000	1	1 000 000
(d)	Handling costs i.r.o. sub-item 32.04(c)	%	650 000		
(e)	HCT & Health Screening test	number	1200		
(f)	Transport family for HCT	Prov sum	550 000	1	550 000
(g)	Handling costs i.r.o. sub-item 32.04(f)	%	550 000		
32.05	Transport of Key Persons				
(a)	Travelling to perform duties	Prov Sum	1 000 000	1	1 000 000
(b)	Handling costs i.r.o. sub-item 32.06(a)	%	1 000 000		
32.06	Promotional Material and Events				
(a)	Promotional Material and Events	Prov Sum	1 000 000	1	1 000 000
(b)	Handling costs i.r.o. sub-item 32.07(a)	%	1 000 000		
	TOTAL CARRIED FORWARD TO SUMMARY				

3.3	DISBURSEMENTS				
33.01	Disbursements				
(a)	Disbursements	Prov Sum	1000 000.00	1	1000 000.00
(b)	Handling costs i.r.o. sub-item 33.01(a)	%	1000 000.00		
	TOTAL CARRIED FORWARD TO SUMMARY				

C2.3 SUMMARY OF PRICING SCHEDULE

3.2 Management of Wellness Project R.....

3.3 Disbursements R.....

Refer to EXCEL file
provided

SUB-TOTAL R.....

PLUS: VAT (15%) R.....

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

SIGNED BY TENDERER:

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

Notes to Tenderer:

- a. The tenderer shall attach to this form a valid copy of the B-BBEE Verification Certificate issued in accordance with the regulations and Generic Codes of Practice by the Department of Trade, Industry and Competition.
 - b. 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 in the case of an Exempted Micro Enterprise (EME) or qualifying Small Enterprise (QSE)
 - 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).
 - c. The attached Verification Certificate and the associated Assessment Report shall comply with the requirements of Tender Data, Clause 5.11.8 and shall identify:
 - (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the Verification Certificate.
 - (e) A unique identification number.
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the B-BBEE Verification Agency.
 - (h) The scorecard (GENERIC, QSE, Exempt) against which the tenderer has been measured.
 - (i) The B-BBEE status level.
 - (j) The South African National Accreditation System (SANAS) logo on the Verification Certificate once verification agencies have been accredited.
 - (k) The B-BBEE procurement recognition level.
 - (l) The score achieved per B-BBEE element.
 - (m) The % black shareholding.
 - (n) The % black women shareholding.
 - (o) The % black persons with disabilities shareholding.
 - (p) The % black youth shareholding.
 - (q) the % black people living in rural or under-developed areas or townships shareholding.
 - (r) The % black military veterans shareholding.
 - (s) The value added status of the tenderer.
 - (t) 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 (must be in the format dd/mm/yyyy) 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.
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.

PART C3: SCOPE OF WORK

PART C3: SCOPE OF WORK

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C3 SCOPE OF WORKS

C3.1 GENERAL REQUIREMENTS

C3.1.1 Scope

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

C3.1.2 Background

In 2013, a concept introduced by the United Nation's programme (UNAIDS) on HIV/AIDS called, [90-90-90](#) was established, to decrease the global spread of HIV. This means that by 2020, 90% of people who are HIV infected will be diagnosed, 90% of people who are diagnosed will be on antiretroviral treatment and 90% of those who receive antiretrovirals will be virally suppressed.

The strategy is an attempt to get the HIV epidemic under control and is based on the principle of universal testing and treating. However, moving the global response towards this universal test and treat model has posed huge challenges to public health systems in resource-limited settings, including global and local supply chain systems. These challenges are especially acute in Africa, which accounts for over 70% of the persons affected by HIV.

In response to the 90-90-90 strategy, SANRAL has implemented the Employee Wellness Project along all national roads in the Western Cape Province, through the Employers Routine Road Maintenance (RRM) contracts. Some of the RRM contracts are located in remote areas with few healthcare facilities in close proximity, hence SANRAL took the initiative to implement this programme on its network.

The project not only focuses on HIV/AIDS awareness and diseases, but also on the holistic wellbeing of the employees. The Wellness project is targeted at predominantly men who are mobile, migrant and marginalised, in that they don't have access to medical aid or private health care. Research shows that men are generally poor at health seeking and often do not access health services until they are really ill. The Wellness Project brings health services to the workers on site, which increases the number of health screen testing and early detection interventions.

The project is supported by onsite Wellness Champions who provide on-the-ground educational and emotional support to workers and their family members. The Wellness Champions create awareness around certain symptoms and prevention of communicable and non-communicable diseases/illnesses. HIV Counselling and Testing (HCT) and health screening are conducted bi-annually on site, or at a mutually agreed central point.

SANRAL continuously provides platforms for employees to receive support to be productive in their personal and professional life. SANRAL recognizes that early detection and appropriate interventions to address personal, professional and environmental stressors can prevent or alleviate poor performance, accidents and absenteeism. The Employee Wellness Programme (EWP) seeks to empower employees with life skills in order to cope with life, crisis management and trauma situations.

C3.1.3 Location of the Project

The project covers the entire national road network in the Eastern Cape Province, with a total distance of 5000 km. The Service Provider should have an office based in province. The Employer currently has RRM contracts in progress along the routes as shown in the table below. The Wellness Champions shall be based at the RRM Site Office, located in the indicative towns below, and will be employed under these contracts:

	CONTRACT	CONTRACT NUMBER	SITE LOCATION	LENGTH OF PROJECT (KM)
1	Routine Road Maintenance: RRM Tsitsikamma	X.003-030-2019/1	Tsitsikamma	293.76
2	Routine Road Maintenance: RRM PE	X.003-031-2019/1	PE Metro	269.75
3	Routine Road Maintenance: RRM Amatole	X.003-034-2019/1	Amatole	247.46
4	Routine Road Maintenance: RRM Wildcoast	X.003-047-2019/1	Wild Coast	206.05
5	Routine Road Maintenance: RRM Comfivaba	X.003-046-2019/1	Comfivaba	247.56
6	Routine Road Maintenance: RRM Brooksnek	X.003-035-2019/1	Umtata	189.41
7	Routine Road Maintenance: RRM Cookhouse	X.003-039-2019/1	Somerset East	167.07
8	Routine Road Maintenance: RRM Queenstown	X.003-041-2019/1	Queenstown	233.36
9	Routine Road Maintenance: RRM Grahamstown	X003-032-2019/1	Grahamstown	170.55
10	Routine Road Maintenance: RRM East London	X003-033-2019/1	East London	221.15
11	Routine Road Maintenance: RRM Craddock	X.003-040-2019/1	Craddock	239.99
12	Routine Road Maintenance: RRM Elliot	X.003-042-2019/1	Elliot	258.5
13	Routine Road Maintenance: RRM R56 East	X.003-043-2019/1	Maclear	250.67
14	Routine Road Maintenance: RRM Burgersdorp	X.003-044-2019/1	Burgersdorp	232.57
15	Routine Road Maintenance: RRM Aliwal North	X.003-045-2019/1	Aliwal North	286.49
16	Routine Road Maintenance: RRM Arbedeen	X.003-036-2019/1	Aberdeen	286.43
17	Routine Road Maintenance: RRM Amatole	X.003-038-2019/1	Middelburg	247.56
18	Routine Road Maintenance: RRM Pearston	X.003-048-2019/1	Pearston	184.91
19	Routine Road Maintenance: RRM King Williams Town	X.003-049-2019/1	King Williamstown	151.08
20	Routine Road Maintenance: RRM Graff Reinet	X.003-037-2019/1	Graff Reinet	151.08
21	Routine Road Maintenance: RRM Fort Beaufort	X.003-050-2019/1	Fort Beaufort	204.95
22	Routine Road Maintenance: RRM R72	R.072-014-2019/1	Port Alfred	175.46
23	Routine Road Maintenance: RRM Addo	X.003-051-2019/1	Addo	204.41

C3.1.4 Description of the Project

The Service Provider shall be required to provide services relating to the operations and maintenance of the Wellness Programme and support to the Wellness Champion in the Eastern Cape Province. The contract period for the operations shall be 3 (three) years, (with an option to extend for 2 years)

The project comprises all current routes under the jurisdiction of the Employer in the Eastern Cape Province with a total length of approximately 5000 kilometres.

The Services required of the Service Provider are as follows:

1. To manage and monitor the programme and operations of the project.
2. Ensure training outcomes that are measurable.
3. Provide Wellness Champions with pamphlets and posters as specified by the employer according to the South African Health Calendar. The pamphlets and posters should be in the preferred language of the area.
4. Collate information/statistics from Wellness Champions and prepare monthly reports for the Employer, as per agreed format.
5. Ensure the submission of monthly reports of activities from all Wellness Champions.
6. Provide training/ skills programmes for the Wellness Champions, specifically seeking to ensure that all HIV positive employees gain access to life-saving HIV treatment programmes and HIV negative employees acquire adequate knowledge to be able to manage their HIV negative status.
7. Provide training and education training tools that are easy to implement by the Wellness Champions.
8. Provide accredited training for all Wellness Champions, that are based on unit standards and endorsed by SETA. (The specific content should comply with SETA standards).
9. Provide a structured HCT and health screening programme annually. The first submission should be 30 days after appointment.
10. Manage the HCT and health screening processes.
11. Ensure transportation is provided for the families of the site workers, to attend HCT wellness days.
12. Confidential HIV, TB, STI's testing and general health screening to be available to all site employees and must coincide with the HCT process on site.
13. Conduct 4 Forum Facilitation Workshops per annum, per cluster, as per Item no 32.02. Facilitation training includes 1-hour life skill training and 2 practical evaluations per year.
14. Ensure and maintain an updated database of all Wellness Champions and inform the employer of any changes in appointments.
15. Provide a 24-hour call centre, 7 days per week with trained counsellors available for all RRM employees.

C3.1.5 Project Programme

The Service Provider shall submit a detailed programme to the Employer within 14 days of the date of the letter of acceptance of tender which includes the following:

Forum Facilitation Cluster Meetings:

4 (four) Forum Facilitation Cluster meetings per annum. Skills development plan for each year. (4 life skills training topics per annum)

Training Sessions:

1 x 5 (five) day SETA accredited education training for all Wellness Champions within 2 months of appointment.
ADHOC training in Wellness courses for Wellness Champions, as requested by the Employer

Monthly Topics

Provide information on various topics to the Wellness Champion by the 20th of each month

HCT & Health Screening:

2 (two) Sessions per annum, either at the Wellness Champion Site Office or an agreed central point. HCT to take place within the route covered by Wellness Champion.

SANRAL Progress Meetings:	Quarterly at the employer's office including secretariat duties. Minutes to be distributed within 2 weeks after the meeting.
Monthly Status Reports/Stats:	Monthly status reports: Wellness Champion reports, including statistics to be submitted to the Employer by 25 th of each month. Statistics must be updated regularly and available for submission to the Employer as and when required.

Quarterly Forum Facilitation report: Quarterly submission of reports.

HCT Bi-annual report:	Bi-annual submission of HCT and wellness report, to be submitted one month after each HCT.
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Annual Report	A full annual report to be submitted to the Employer by 25 th of January.
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Annual Event:	Awareness session for World Aids day or other events as approved by the Employer.
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24 Hour Call centre	Provide a 24 hour call centre to provide trauma counselling for RRM site staff.
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Post Trauma counselling	ADHOC as approved by the Employee
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C3.1.6 Penalties and Delays

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

Any delays to the above programme that are attributable to the Employer, or to other approved mitigating circumstances, will not be subject to penalties. In the event of such instances arising, any extensions of time granted shall be limited to the equivalent number of calendar days attributable to each instance.

C3.1.7 Personnel Requirements

a) Key persons

The Service Provider's key persons become 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. Replacement personnel shall be of same or better competence and experience as those initially accepted. Re-evaluation by the Employer of any replacement key persons shall be paid for by the Service Provider as specified in Section 3.8 unless the circumstances dictating the change are completely outside of the Service Provider's control.

The key persons required for this project are listed in Form C1.2.2 Contract Data: Information provided by the Employer. The tenderer must list proposed candidates for the prescribed positions in the core team in Form C1.2.3 Contract Data: Information provided by the Tenderer.

b) Minimum requirements

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

Minimum Requirements:

Position	Minimum Qualification/Registration	Minimum Relevant Experience (years)	Requirement in terms of Clause 4.1.1 of Tender Data
Project Leader	Registered Professional with Project Management South Africa (PMSA) or South African Council for Project & Construction Management Professions (SACPCMP). NQF Level 7 in Project Management.	7 years relevant experience	Key Resource
Facilitator/Educator	NQF Level 7 Degree and Facilitator, Accredited training certificate.	5 years as a Training Facilitator	Key resource
HCT Wellness Coordinator	NQF level 6 Diploma and Employee Wellness accredited certificate	5 years	Not a key resource
Nurse	Registered Professional Nurse. Registered with SA Nursing Council (SANC)	5 years	Not a key resource
Lay Counsellor	SAQA Accredited course NQF Level 4 as a Lay Counsellor. (Should not be older than 2 years)	5 years	Not a key resource
Registered Counsellor	Bachelors in Psychology professional degree and registered with HPCSA	5 years	Not a key resource

C3.1.8 Meetings and Liaisons

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

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

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

Attendance at the meetings shall include at least the Project Leader, Facilitator/Educator and Wellness Coordinator. A key person shall not be substituted by another Service Provider employee unless express permission for this has been sought from and approved by the Employer in writing. The Employer shall have the right to delay a meeting because of the non-availability of a key person and any delay costs so incurred shall be for the account of the Service Provider.

i) Project hand-over meeting

Project hand-over is a milestone event because it signals the commencement of the project. Ordinarily, the date of the meeting will have been fixed and notice for it and an agenda included with the letter of acceptance of the Service Provider's offer.

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

- Signing and initialling of the contract document;
- Confirmation of prescribed insurance cover, including that of joint venture members (if any);

- Confirmation of vendor registration;
- Delivery of a compact disc (CD) containing all relevant forms and procedures needed for effective project administration.

ii) Progress meetings

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

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

The purpose of progress meetings are to discuss the development and challenges of the project and the minutes produced shall form the record of progress against programme. The minutes shall record the discussions held and the decisions made. Minutes shall be done by the Service Provider and to be submitted no later than 2 weeks after the meeting.

b) Other project related meetings

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

C3.1.9 O.H.S

The Service Provider, as an employer in his own right, undertakes and warrants to the Employer that it shall ensure compliance with all the provisions of the Occupational Health and Safety Act, Act 85 of 1993 whilst in/on/at the Employers premises, including a premises managed and operated by a Contractor working for the Employer.

The Service Provider shall at all times be in good standing in terms of the Compensation for Occupational Injuries and Disease Act (COIDA) and have a letter as proof thereof.

The Service Provider shall at all times comply with all legal requirements as stipulated in the Occupational Health and Safety Act, Act 85 of 1993, including all Regulations related thereto and any additional legal Regulations and Directives that are published from time to time.

C3.1.10 Procedure for Procurement of sub-Service Providers

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

Another type of sub-service is less direct because the service required has already been procured by the Employer under a separate agreement (example: Wellness Champion). The role of the Service Provider in the management of this sub-service is that of the Employer's agent

In both cases the Service Provider is responsible for the performance of the sub-service.

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

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

C3.1.11 Payment and Monthly Reporting

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

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

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

The Service Provider shall submit monthly reports regarding training, skills programmes and statistics on HCT and health screening.

C3.2 ADMINISTRATION AND MONITORING OF THE WELLNESS PROGRAMME

C3.2.1 Scope

This section covers the duties and obligations of the Service Provider through his staff for the administration, monitoring and measurement of the functions carried out by the Service Provider appointed by the Employer.

C3.2.2 Standards

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

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

C3.2.3 Administration and Monitoring Relating to the Service Provider Functions and Areas of Responsibility

The Service Provider shall supply sufficient head office administrative support to the Wellness Champions to ensure efficient and timeous administration and implementation of the project. The functions and areas of responsibility shall be as follows:

a) Quarterly Progress Meetings

Progress meetings will be held at the Employers office. The Project Leader is required to present status on all sites and keep minutes of each meeting. Minutes to be circulated within 2 (two) weeks after the meeting.

Meetings should be attended by the Project Leader and Facilitator.

Meeting logistics should include:

- Timeously distributing invitations to members.
- Ensure attendance of members by following up telephonically or via email.

b) Manage Forum Facilitation cluster training

Four (4) facilitation training sessions per annum to all Wellness Champions. These train-the trainer sessions will be held in clusters at one of the agreed central site offices.

Provide life skills training and employee wellness topics for Wellness champions to equip site employees.

Ensure attendance of Wellness Champions to these meetings as well as planning of logistics.

Ensure evaluation forms are completed and signed off by all parties as prescribed. It is a requirement that the Forum Facilitator has their own vehicle, or a vehicle provided by the Service Provider.

c) Reporting

Service Provider to summarize monthly reports from the Wellness Champions and submit to the Employer by the 25th of each month. Submit status report and statistics by 25th of each month

Ensure submission of the following reports:

- Monthly Status Reports, which includes the Wellness Champions Reports and Monthly Statistic Reports, must be submitted the 25th of each month.
- Forum Facilitation Reports – quarterly submission. This report must be submitted within 2 weeks after completion.
- HCT Reports – submitted twice a year. This report must be submitted within 2 weeks after completion.
- Statistics should be updated regularly and available for submission to the employer as and when required.
- Annual report to be submitted of all activities and statistics by the 25 of January each year. Should include the following:

- Statistics and calculations
- Data Analysis
- Analysis of usage patterns and trends of the service platforms
- Engagement Rate
- Themes and trends
- Value (recommendations on ensuring SANRAL receives value for money)
- Benchmarking
- Conclusions & recommendations.

d) Coordinate logistics and execution of HCT and Wellness Screening Events

It is the responsibility of the HCT Wellness Coordinator to manage the administration of these events to ensure effective roll out of the programme. There are 2 (two) HCT sessions per annum. The HCT team consist of 8 people. The Service shall hire a kombi and trailer for the travelling to various sites.

e) Training and Equipping Wellness Champions

It is the responsibility of the appointed Facilitator/Educator to equip and train all Wellness Champions from each RRM site offices on a quarterly basis.

The Service Provider shall provide SETA Accredited training for all Wellness Champions as requested by the Employer. Training requirements shall be related to their function and enhance their job role, as instructed by the Employer. Transportation for Wellness Champions to training sessions, shall be coordinated by the Service Provider. In some cases, Wellness Champions will make use of their own vehicles and claim mileage from the RRM Contractor, or the Service Provider shall book bus or flight tickets, based on the instruction from the Employer.

f) Manage and coordinate the functions of the Wellness Champion

The Service Provider shall provide support and guidance to the Wellness Champions to ensure they fulfil all the functions as specified in Clause 3.2.4 (e) as per the scope of works.

g) Provide a 24-Hour Call centre service to the RRM site staff

The Service Provider shall provide a direct, unlimited and confidential access to 24-hour multilingual, (*English, Xhosa, Afrikaans*) toll-free Psychological Counselling services in a choice at least 3 main languages call centre service for all RRM site workers. It should have professional qualified counsellors to provide counselling and support during crisis situations. It does not need to have voice recording facilities as the main aim is to provide immediate support to the workers. Post trauma counselling is also required for site staff who may have attended major crash scenes and have been negatively impacted by the experience.

Basic trauma counselling is required to assist the workers to deal with various life challenges, life threatening diseases and trauma situations.

(i) RRM Contractor Employees should be able to access the EAP programme for the following:

- 24 hour call centre, crisis management/ Life-line services.
- Personal Face to Face Counselling. Model of 1-3 counselling sessions per issue – ADOC – as approved by the Employer. Mainly crash trauma or incident related trauma. Additional two sessions at the discretion of the Employer and Service provider. Face to face counselling for employees.
- Post-traumatic stress disorder, due to Crash scene management. Trauma counselling services for individual or Group counselling, as approved by the Employer.
- Provide a maximum of 3 face-to-face counselling per incident—as per the Employer's approved criteria.

The counselling should include the following as a minimum:

- Parent-child difficulties including child behaviour
- Emotional problems due to trauma
- Suicidal problems
- Anger problems
- Violence
- Substance abuse (Alcohol, drugs, medication)
- Mental health disorders
- Stress (Anxiety, major depression, bereavement and loss)
- HIV/Aids concerns
- Trauma
- COVID 19, management and support services

(ii) Disease management services

HCT and Wellness days

South Africa and its health system are experiencing an alarming increase in chronic diseases. Some of these conditions are a result of poor lifestyle choices that individuals make and are linked to behaviour. The Wellness Day Programme should support the national health calendar and its objectives to derive meaningful employee participation whilst driving the importance of taking charge of one's health and wellbeing.

Manage impact of diseases

Chronic Disease Management programme seeks to timeously identify employees with Chronic Diseases of Lifestyle, in order that they could access appropriate medical care that mitigates complications. This should be guided by the Department of Health and World Health Organisation (WHO) stipulations.

- HIV Counselling and Testing (HCT)
- Blood Glucose
- TB Screening
- Cholesterol
- Blood Pressure
- Eye Screening

Covid-19 and any new disease management and support Services

- Support testing services of Contract workers
- Education and Training around the pandemic and management thereof.
- Provide counselling services at HCT and wellness sessions
- Assessment of impact on employees and the organisation.
- Provide adaptation tools to balance employee well-being and business continuity.
- Offer a 24-hour support service both telephonically to deal with this pandemic.

C3.2.4 Appointment and Duties of Key Persons and Wellness Team

a) Appointment and duties of the Project Leader (Key Person)

The appointed Project Leader shall be that person listed in the contract, who shall be authorized by the Service Provider to carry out the duties which shall, *inter alia*, include:

- i) Appointment of suitable, able and competent staff, together with the administration of such staff (including those of any independent service provider/s as approved).
- ii) Monitor/schedule/manage the work program of the Wellness programme for all sites.
- iii) Ensure all data is accurately and timeously updated electronically and that reports of high-quality standards are produced for the management of each system.
- iv) Supervise, co-ordinate and certify the timeous completion of all data and reports required.
- v) Compile a detailed spreadsheet of all stakeholders for all sites. (workers, NGO's, local clinics, families etc.).

- vi) Monitor training requirements and ensure processing of assignments done by trainees in order to qualify for credits. It is the duty of the Project Leader to ensure credits are loaded with SETA and that certificates are printed accordingly.
- vii) Provide the Employer with progress and other reports on all aspects of material importance regarding the project.
- viii) Attend quarterly progress meetings with the Employer to report on the status and challenges of the project.
- ix) Identification of risks to the Employer under the project, as well as communicating mitigations measures to the Employer.
- x) Due to the specialized nature of this project, it is a requirement that the Project Leader obtain a qualification, an Accredited certificate in Employee Wellness Programmes. This must be obtained within the first year of the project.

(b) Appointment and duties of the Facilitator/Educator (Key Person)

The appointed Facilitator/Educator for the project shall be that person listed in the contract, who shall be authorized by the Service Provider to carry out the duties which shall, *inter alia*, include:

- i) Ensure quarterly Forum Facilitation (FF) cluster meetings are held with Wellness Champions in the various clusters.
- ii) Prepare life skills training topics and material for the facilitation by Wellness Champions.
- iii) Telephonically contact the Wellness Champions at least twice per month to provide support and resolve challenges, if any.
- iv) Assist the Wellness Champions with any wellness related queries or challenges.
- v) Prepare and distribute information for monthly toolbox talks to all Wellness Champions.
- vi) Keep Wellness Champions abreast of new developments in the wellness industry and ensure relevant information is communicated effectively.
- vii) Keep an updated database of all Wellness Champions and inform Employer of any changes or challenges.
- viii) Coordinate and certify the timeous completion of all data and reports required from all Wellness Champions.

c) Appointment and duties of the Registered Counsellor for Post trauma counselling

The appointed for the Registered Counsellor shall be that person appointed and approved by the Employer, who shall be authorized by the Service Provider to carry out the duties which shall, *inter alia*, include:

- i) Provide post- trauma counselling for RRM site worker who have attended crash incidents and been negatively impacted.
- ii) Provide and manage group post -trauma counselling for RRM employees.
- iii) Recommend employees who may require further counselling to effectively manage the post-trauma effects.
- iv) Send referrals to the Employer for approval.
- v) Provide psychological and preventative interventions that assist employees to better deal with the trauma impact.
- vi) Observe, interview and survey individuals
- vii) Identify and diagnose psychological, emotional, or behavioural patterns and disorders. Develop treatment plans and therapeutic processes to assist the employee.
- viii) Help employee to define goals and plan action to achieve personal, mental health so they are able to process the trauma and function effectively in the workplace.
- ix) Monitor employees progress and provide a summary report once all sessions have been concluded.
- x) Identify behavioural or emotional patterns and triggers and provide the employee with support to effectively overcome the negative effects.
- xi) Identify other support groups that can further support the employee to cope with the trauma or stress.

d) Appointment and duties of the HCT team

The Service Provider shall be required to provide a team on site to monitor, administer and measure the Works in accordance with the requirements of the Works Contract, Employer's standard requirements and industry good practice.

Provision has been made in the Pricing Schedule for the envisaged staffing requirement. The establishment of such staff, however, shall be subject to the approval of the Employer. For the envisaged scope of the Works, the supervisory team will consist of at least the following:

- 1) 1 x Wellness Coordinator
- 2) 3 x Registered Nurses
- 3) 3 x Lay Counsellors

The minimum requirements for qualification and experience of the supervisory team are specified in Clause C3.1.7.

(1) Appointment and duties of the Wellness Coordinator (1):

The appointed Wellness Coordinator for the project shall be that person appointed at the start of the contract, who shall be authorized by the Service Provider to carry out the duties which shall, *inter alia*, include:

- i) Coordinate 2 (two) HCT and wellness screening sessions per year per site through the Wellness Champion.
- ii) Provide the Employer with a detailed HCT plan at the beginning of each year (address, venue dates).
- iii) Ensure the administration and procurement functions of all logistics are managed effectively and booked timeously.
- iv) Manage the administration of HCT process and keep relevant documentation for reports.
- v) Provide Employer with a report 2 (two) weeks after the HCT has been conducted.
- vi) Ensure Works Authorisation applications are submitted timeously, in the approved format as required by the Employer.

(2) Appointment and duties of the Registered Nurses (3):

The appointed Registered Nurses for the project shall be that person appointed at the start of the contract, who shall be authorized by the Service Provider to carry out the duties which shall, *inter alia*, include:

- i) Conduct testing and interpret results.
- ii) General Health Screening Assessment
- iii) Communicate results to workers
- iv) Ensure processes are followed according to medical standards
- v) Conduct preventative screening, e.g. diabetes, blood pressure, cancer, tuberculosis, etc.

(3) Appointment and duties of the Lay Counsellors (3):

The appointed lay Counsellors for the project shall be that persons appointed at the start of the contract, who shall be authorized by the Service Provider to carry out the duties which shall, *inter alia*, include:

- i) Provide and manage group Information Sessions and Post Counselling for employees at HCT sessions.
- ii) Manage group information sessions and post counselling process.
- iii) Assist with referrals to local health facilities as and when required.
- iv) Recommend referrals to the Registered Counsellor, for employees who require further assistance to manage the effects and impact of trauma.

(e) Appointment of the Wellness Champion by the RRM Contractor

The Wellness Champion shall be the person appointed by the RRM Contractor. There shall be one Wellness Champion appointed on each RRM contract to manage the wellness programme on site. The appointment is subject to the approval of the Engineer and Employer.

- i. It is the responsibility of the respective Routine Road Maintenance (RRM) Main Contractor to appoint the Wellness champion, for each RRM site as specified in Clause C3.1.3.
- ii. It is recommended that the SANRAL Project Manager and Service Provider be included in the interview process of the Wellness champion.
- iii. The RRM Contractor is responsible for establishing office space at the respective RRM site for the Wellness Champion,
- iv. The RRM Contractor is responsible for all costs of the Wellness champion which includes, salaries, bonus, cell phone contact, internet access, kilometre claims, laptop, printer and stationery.
- v. Provision has been made in the RRM contract for 3000km per month, for the Wellness Champion to travel to perform duties
- vi. It is a requirement that the Wellness Champions be in possession of their own vehicles. This is part of the criteria for the position.
- vii. The Wellness Champion functions will be managed by the appointed Service Provider.
- viii. The Service Provider shall manage, train and equip the appointed Wellness Champions to fulfil the functions and requirement of the Wellness Programme.
- ix. As per the RRM contract, there is separate provisional item for the costs of providing the following to support the wellness programme: transport and communication tools for the Wellness Champion, transport for the site employees to attend the HCT programme, and wages of the workers whilst away from work attending the HCT programme..

The appointed Wellness Champion shall be the person appointed by the RRM Contractor, to carry out the duties which shall, *inter alia*, include:

- i. Implement and manage the Wellness Programme on site, as prescribed by the Service Provider.
- ii. Co-ordinate the logistics for the Awareness, Counselling and Testing (HCT) sessions on site.
- iii. Create an enabling environment in the workplace for workers with health issues;
- iv. Refer workers to local Clinics (Department of Health) to access effective treatment;
- v. Regular toolbox talks with workers;
- vi. Attend quarterly facilitation meetings on site and annual combined meeting;
- vii. Create and maintain a database of all workers and immediate families, local NGO's and clinics; and
- viii. Reporting on site meetings, toolbox talks, weekly planning sheets and monthly reports to service provider.
- ix. Collate information and statistics and submit monthly reports to the Service Provider, in the specified format.
- x. As per the contract between Consultant and the Main Contractor, There is separate provision for the costs of providing transport and communication for the Wellness Champion, HCT venue, transport for the site employees and their immediate family (situated with the site employees) to attend the ACT process, and wages of the workers whilst away from work attending the ACT process.

The minimum criteria for the appointment of a Wellness Champion are as follows:

- (i) Grade 12 and 3-years' relevant experience in the Wellness field
- (ii) driver's license Code 8;
- (iii) own vehicle;
- (iv) intermediate level of computer literacy;
- (v) excellent communication and presentation skills;
- (vi) excellent report writing using qualitative and quantitative performance indicators.

According the RRM Contract, the following is applicable:

Site arrangements, as per the RRM proforma

The Contractor is required to facilitate a Wellness Program for site employees The Employer will appoint a service provider who will conduct the Awareness, Counselling and Testing (ACT) process at a suitable venue. the wellness service provider will make arrangements for the ACT process to be conducted at nearby facilities, if available. The Contractor shall provide a structured plan of how the ACT process will be implemented.

The Contractor is required to provide an independent lockable office for use by the Wellness Champion which includes , office furniture, lockable storage facilities and the supply of paper and stationery, an

available telephone line/Cell phone, fax facilities, a computer and printer with internet and email facilities. Supply PPE, hard hat, safety vest and safety boots.

The Wellness Process may not be used by the Contractor to fulfil his Occupational, Health and Safety obligations for his employees.

C3.2.5 Training

- One 5-day SETA Accredited Peer Educator Training level 3 for all Wellness Champions who have not yet received this qualification.
- Provide SETA accredited training for Wellness Champions as requested by the Employer.
- Learning aids e.g. toolbox kit to assist the Wellness Champion with toolbox talks.
- Provide all Wellness Champions with a demonstration kit as prescribed below:
 - Female demonstrator
 - Male demonstrator (dildo)
 - Male condoms - normal, flavoured, ribbed etc.
 - Female Condoms
 - Dental dams
 - Finger cots
 - Box of surgical cloths
 - Lubrication
 - Blood pressure meter
 - Demonstration box for the above items.

C3.2.6 Promotional Material

- Provide pamphlets & posters in language of choice as requested by the Employer
- Provide and source promotional items as requested by the Employer.

C3.2.7 Transportation

The Service Provider shall provide sufficient appropriate vehicles on site to carry out the duties as specified in clause C3.2.4, (a, b and c). Only travel in the execution of these duties, as well as any other travel necessary as a result of any additional duties as ordered by the Employer, shall be claimable. Estimated travel costs as a result of weekend travel by site staff to their place of permanent residence shall not be claimable and shall be deemed to be included in the monthly rate tendered for the relevant site staff. The Service Provider shall provide a company vehicle to execute the duties of the project, and no rental vehicles will be allowed to be claimed. Rental vehicles are only allowed to be claimed for HCT sessions under item C32.04 (c).

Travel log sheets for each vehicle utilised shall be certified by the Project Leader and included under cover of the payment certificates submitted to the Employer. The total kilometres for all travel per calendar month for supervisory staff shall be limited to 3000 kilometres

Schedule of Travel Tariffs (cents per kilometre)

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

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

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

Vehicle Classes

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

C3.2.8 Measurement and payment

Item	Unit
32.01 Administration and Monitoring of the Wellness Project	
(a) Project Leader	month
(b) Facilitator/Educator	month
(c) Wellness Coordinator	person days
(d) Registered Nurse	person days
(e) Lay Counsellor	person days
(f) Call centre 24 hour	month
(g) Registered Counsellor – Individual session	number
(h) Registered Counsellor – group session	number

The unit of measurement under pay item 32.01(a) and (b) shall be the rate per month (pro rata for part of a month). The tendered rate shall include full compensation for all costs associated with fulfilling the duties as specified in Clause C3.2.3 and C3.2.4, including, transport, accommodation and subsistence etc. The tendered rates shall include all overhead costs, incidentals, including levies, taxes, insurances, provision of sureties, profit, etc. associated with the services.

The unit of measurement under pay item 32.01(c) to (e) shall be person days. The tendered rate shall include full compensation for all costs associated with fulfilling the functions of the HCT sessions on site. The rate shall exclude accommodation and travelling cost which will be paid for under item 32.04 and 32.05.

The unit of measurement under pay item 33.01 (f) shall be the rate per month (pro rata for part of a month). The tendered rate shall include full compensation for all cost associated to provide a 24-hour call centre service for the RRM site workers.

Time sheets for all staff shall be included in the monthly Payment certificate, submitted to the Employer for payment. Payment for the replacement of staff as a result of any extended period of leave or sick leave outside of the normal year-end break shall be at the tendered rates for the Key Persons.

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

All items not listed above should be identified and priced. No additional costs will be paid.

The unit of measurement under item 32.01 (g) shall be the number of persons who have received counselling, as per the approved criteria, and approved by the Employer. The rate tendered shall include all costs associated with administering the service to employees, and incidentals.

The unit of measurement under item 32.01 (h) shall be number of group sessions held. The rate tendered shall include all costs associated with fulfilling the duties required, including, accommodation,

and subsistence etc. The tendered rate shall include all overhead costs, incidentals, including levies, taxes, insurances, provision of sureties, profit, etc. associated with the services.

Item	Unit
32.02 Training	
(a) Quarterly Forum Facilitation training	
i) Cluster 1 (<i>RRM 1, 2, 3, 4</i>)	number
ii) Cluster 2 (<i>RRM 5, 6, 7, 8</i>)	number
iii) Cluster 3 (<i>RRM 9, 10, 11, 12</i>)	number
iv) Cluster 4 (<i>RRM 13, 14, 15, 16</i>)	number
v) Cluster 5 (<i>RRM 17, 18, 19, 20</i>)	number
vi) Cluster 6 (<i>RRM 21, 22, 23</i>)	number
(b) SETA Accredited training for Wellness Champions	provisional sum (PS)
(c) Handling cost i.r.o. item 32.02 (b)	percentage (%)
(d) Logistics – Accommodation for Wellness Champions	provisional sum (PS)
(e) Handline cost i.r.o. item 32.02 (d)	percentage (%)
(f) Hiring of venues for training	provisional sum (PS)
(g) Handling cost i.r.o. item 32.2 (f)	percentage (%)

The unit measure under pay item 32.02 (a) (i) to (vi) shall be the number of cluster meetings held. The tendered rate shall include all cost associated with facilitating the meetings, providing learning material, printouts, accommodation of Facilitator and all incidentals. Transportation shall be paid under item 32.05.

The unit of measurement under pay item 32.04 (b) shall be provisional sum. The Service Provider shall obtain quotations from training institutions and submit to the Employer for approval. The Provisional Sum item shall be paid in accordance with Clause C2.1.8.

The unit measurement for pay item 32.02 (c) shall be the percentage. The percentage tendered shall include all cost associated with sourcing the training requirements and the provision of training, administering the meeting. Accommodation for Wellness Champions which will be paid for under items 32.02 (d) and catering which will be provided under item 33.01)

The provisional sum in under pay item 32.02 (d) is to cover the accommodation and transportation for Wellness Champions. If Wellness champions use their own vehicle, transportation, mileage shall be paid by the RRM Contractor. The service Provider shall obtain quotations and submit to the Employer for approval.

The unit measurement for pay item 32.02 (e) shall be the percentage. The percentage tendered shall include all cost associated with sourcing the accommodation and transportation for Wellness Champions training.

The provisional sum under pay item 32.02 (f) shall be paid in accordance with 32.02 the percentage. The unit of measurement under pay item 32.02(f) shall be a provisional sum. The Service Provider shall obtain quotations from suitable venues and submitted to the Employer for approval. The Provisional Sum shall be paid in accordance with Clause C2.1.8.

The percentage tendered for handling costs under pay item 32.02 (g) shall include all costs associated with the planning, scheduling, compilation of quotations, issuing 3 (three) quotations in electronic or paper format and evaluation of the procurement of sub-service, as well as handling costs. Accommodation for Wellness Champions will be paid for under items 32.02 (d) and catering which will be provided under item 33.01)

Item	Unit
------	------

32.03 Reports

(a)	Monthly Status Reports	number
(b)	Quarterly Forum Facilitation Report	number
(c)	HCT report	number
(d)	Annual Report	number

The unit of measurement for pay items 32.03(a) to (d) shall be the number of reports completed and approved by the Employer, as specified in Clauses C3.2.3 and C3.2.4. The rate tendered shall include all cost associated in the production of 1 (one) original A4 report and an electronic copy, in the approved format. The reports required are also listed in the programme requirements under Clause C3.1.5.

Item**Unit****32.04 HCT Logistics**

(a)	Hiring of Venues	provisional sum (PS)
(b)	Handling cost i.r.o. sub item 32.04(a)	percentage (%)
(c)	Vehicle hire and accommodation for HCT team	provisional sum (PS)
(d)	Handling costs i.r.o. sub item 32.04(c)	percentage (%)
(e)	HCT and Health Screening tests	number
(f)	Transport family for HCT testing	provisional sum (PS)
(g)	Handling costs i.r.o. sub item 32.04(f)	percentage (%)

The unit of measurement under pay item 32.04(a) shall be a provisional sum. The Service Provider shall obtain quotations from suitable venues and submitted to the Employer for approval.

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

The percentage tendered for handling costs under pay item 32.04 (b) shall include all costs associated with the planning, scheduling, compilation of quotations, issuing 3 (three) quotations in electronic or paper format and evaluation of the procurement of sub-service, as well as handling costs.

The unit of measurement under pay item 32.04(c) shall be a provisional sum. The Service Provider shall obtain quotations for suitable transport and accommodation for the HCT team.

The percentage tendered under pay item 32.04 (d) is a percentage of the amount actually spent under pay item 32.05 (c) and shall include full compensation for the handling costs of the Service Provider.

The unit of measurement under item 32.04 (e) shall be the number of persons tested. The rate tendered shall include all costs associated with administering the testing and the supply of testing equipment, and all consumables required to perform the following tests:

The unit of measurement under pay item 32.04(f) shall be a provisional sum. The Service Provider shall obtain quotations from suitable transport companies.

The percentage tendered under pay item 32.04(g) is a percentage of the amount actually spent under pay item 32.04(f) and shall include full compensation for handling cost of the Service Provider.

- HCT Testing
- Blood Glucose
- TB Screening
- Cholesterol
- Blood Pressure
- Eye Screening

The Provisional Sum item shall be paid in according with Clause C 2.1.8.

Item**Unit****32.05 Transport for Key Persons**

provisional sum (PS)

(a)	Travelling to perform duties	percentage (%)
(b)	Handling cost i.r.o. item 32.05(a)	

The provisional sum under pay item 32.05 (a) shall be the cost for travelling to perform duties i.r.o. item 32.02 (a) and (b) and additional duties as specified by the Employer.

The percentage tendered for handling cost under pay item 32.05 (b) shall include for all costs relating to payment of accommodation, transport, for the Facilitator. Completed log sheets for each vehicle shall be certified and included in the monthly payment certificate.

Item	Unit
32.06 Promotional Material	
(a) Promotional material	provisional sum (PS)
(b) Handling coast i.r.o. item 32.06(a)	percentage (%)

The provisional sum under pay item 32.06 (a) is to cover the costs for promotional material as approved by the Employer

The percentage tendered for handling cost under pay item 32.06 (b) shall include all costs associated with sourcing and procuring promotional material as instructed by the Employer.

C3.3 DISBURSEMENTS

C3.3.1 Scope

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

Item	Unit
33.01 Disbursements	
(a) Disbursements	provisional sum (PS)
(b) Handling cost i.t.o item 33.01(a)	percentage (%)

The provisional sum under pay item 33.01(a) is to cover the costs of additional items where there are no tendered rates for additional duties required as approved by the Employer. The Service provider shall obtain quotations and submit to the Employer for approval.

The percentage tendered for handling costs under pay item 33.01 (b) shall include all costs associated with the planning, scheduling, compilation of quotations, issuing of 3 (three) quotations in electronic or paper format and evaluation of the procurement of the sub-service, as well as handling fees and r other incidental costs incurred by the Service Provider.

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

PART C4: SITE INFORMATION

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C.4.1 LOCATION OF THE PROJECT

All RRM sites in the Eastern Cape Province as listed in C3.1.3. A full contact list will be provided to the successful tenderer.

C.4.2 APPENDICES

Appendix A: Locality Map showing all RRM Routes

Appendix B: Monthly Planning Sheet

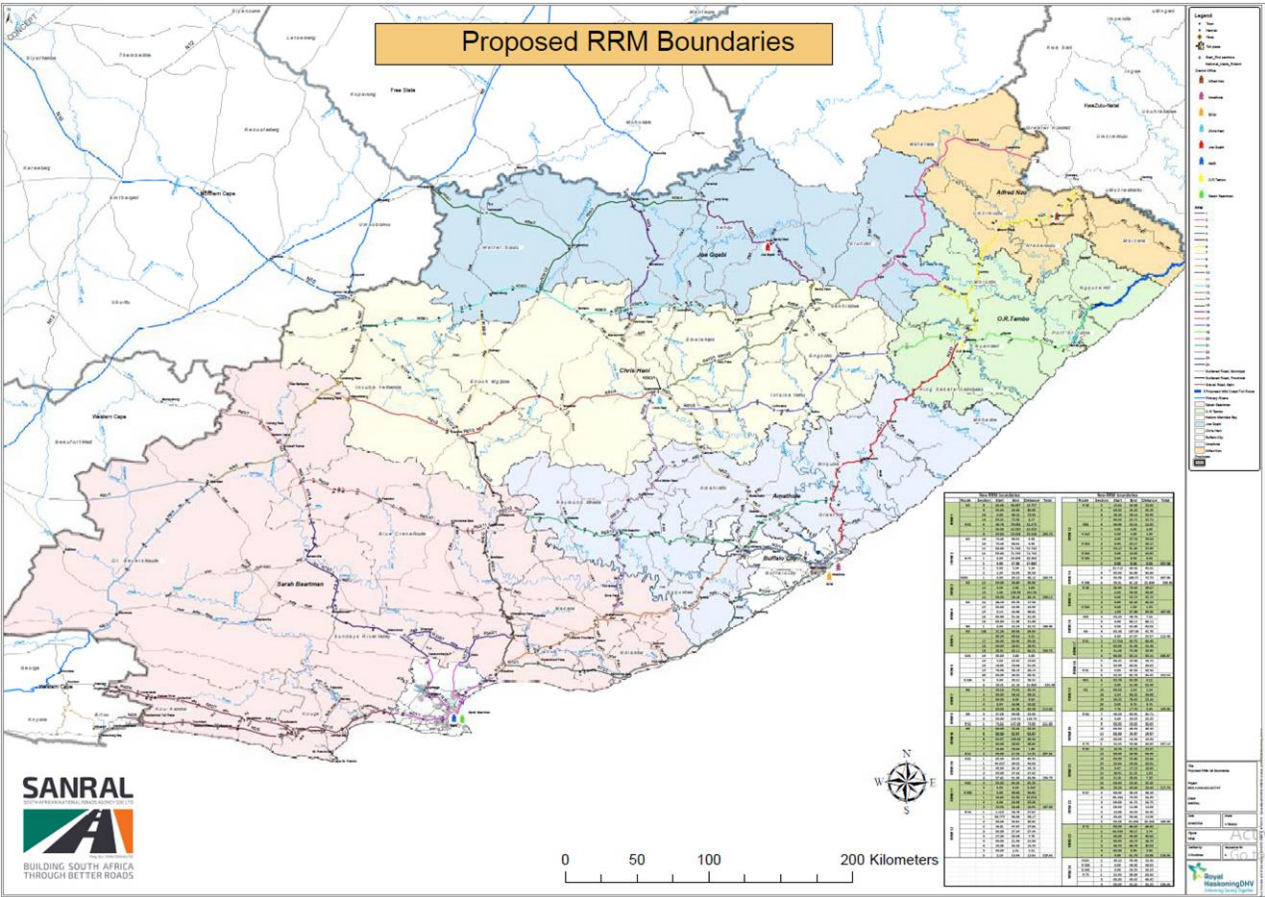
Appendix C: Contents of Demonstration Kit

Appendix D: Facilitation Evaluation sheet

Appendix E: IT IS Registration

PART C5: ANNEXURES

APPENDIX A: Locality Map



APPENDIX B: Monthly Planning Sheet

MONTHLY PLANNING SHEET

Month:
Wellness Champion:
Company:
Project No/Site Office
Site Agent:
Route Manager

WEEK No	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK 1					
WEEK 2					
WEEK 3					
WEEK 4					

Date submitted:
Signed off by Site Agent_
Signed off by Route Manager
Signed off by Wellness Champion
Date signed off:

Reason for changes and amendments:

.....

.....

.....

.....

Signed off by Site Agent_

Signed off by Route Manager

Signed off by Wellness Champion

Date signed off:

APPENDIX C: Contents of Demonstration Kit

DEMONSTRATION BOX

- Male demonstrator (dildo)
- Female demonstrator
- Male condoms: old and new Choice condoms, flavored, ribbed, glow in the dark, Mr. Big etc.
- Female condoms: new condoms with sponge and old condoms with inner ring
- Dental Dams
- Finger cots
- Pair surgical gloves
- Lubrication
- Optional extras: cock rings, vibrators, other sex toys
- Demonstration box for content

APPENDIX D: Facilitation Evaluation Sheet

WELLNESS PROGRAMME: FACILITATION CHECKLIST

DATE:

NAME/SURNAME OF WELLNESS CHAMPIONS:

TOPICS	FACILITATOR START TIME	FACILITATOR END TIME	COMMENTS

	NAME	CELL NR	SIGNATURE
WELLNESS CHAMPION			
ROUTE MANAGER			
SITE AGENT			
FACILITATOR			

APPENDIX E: ITIS Registration

1. Registration

To register a new ITIS user, go to the ITIS website <https://itis.nra.co.za>

- i. Click on Register and accept the Term and Conditions and click on Next
- ii. Select Public User from the dropdown on the registration category screen. Click on Next

Figure 1: Registration Category

- iii. Complete the User details form:

Figure 2: User Details

- **E-Mail Address** - This email address will be used as your user name to access this website and the ITIS software. Each user must have their own email address and users will not be allowed to share an email address
 - **Password** - This password will be required when trying to access the website and the ITIS software. The password must contain at least 1 UPPERCASE letter, 1 lowercase letter, 1 special character and 1 number
 - **Security Question** - Select a security question from the dropdown. This question will be used for confirmation when resetting your password
 - **Security Answer** - Enter the answer to the question selected above
 - **Name** - Your name
 - **Surname** - Your surname
 - **Telephone Number** - Your telephone number at the office
 - **Mobile Number** - Your mobile number
 - **Fax Number** - Your Fax number
- iv. Click on Next
- v. Enter the characters as seen on the Captcha Image and click on Register
- vi. Clicking on Register will send a verification email to the email address you specified. Open the email and click on the email verification link.
- vii. After a successful email verification, you should be able to Login

ITIS : User Account

New account

A request for access to <http://itsqa.nra.co.za/Portal/> was made:

User: Kallie Niebuhr

Organization: SANRAL

Product/s:

- Incident Capture - Module used for capture of Incident Data
- Project Info - Module used for capture of employment data
- RRM - Module used for the administration of routine road maintenance

[Click here](#) to verify your e-mail address.

Thanks,
The ITIS team

Figure 3: Verification Email