



# **SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED**

## **GENERAL SPECIFICATIONS**

### **FOR ROAD CONDITION SURVEY SERVICES**

#### **VOLUME 4 BOOK 1**

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# **GENERAL SPECIFICATIONS FOR ROAD CONDITION SURVEYS**

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## **G1000      GENERAL MATTERS**

## **G1100 GENERAL REQUIREMENTS**

### **G1101 SCOPE**

This section covers matters which relate to the Specifications and the contract as a whole. Definitions, phrases or wording which would otherwise require repetition in other sections of the specifications are also covered by clauses in this section. Matters covered by the General Conditions of Contract are not repeated in this section, except where necessary for providing more detailed information.

### **G1102 GLOSSARY OF TERMS AND DEFINITIONS**

**CONTRACT INSTRUCTION** shall mean a document provided by the Employer granting the Service Provider approval to incur expenses, or to carry out a duty on behalf of the Employer, which shall contain details of the work to be undertaken or items(s) to be procured and the approved cost of the work or items(s), if applicable. If a Contract Instruction is issued on paper, it shall be signed by the Employer's Representative, but if issued by e-mail, must be issued by the designated representative(s) of the Employer with delegated authority to do so. Unless stated otherwise in the context of the document, any expenditure incurred under a Provisional Sum shall only be incurred upon the issuance of a Contract Instruction.

**DELEGATED AUTHORITY** (or "SANRAL Delegations") shall mean the powers conferred on the Service Provider by the Board of the South African National Roads Agency SOC Limited and the Chief Executive Officer of SANRAL, both acting in terms of the provisions of the Act (Act 7 of 1998) that enables it, in certain instances, to act as the legal agent, or legal representative of SANRAL and in other instances, to carry out certain duties and responsibilities using funds provided by SANRAL for the purpose described.

**INTEGRATED TRANSPORT INFORMATION SYSTEM** (or "ITIS" system) shall mean the Employer's web enabled graphical user interface that connects to an Oracle database warehouse. ITIS consists of many modules, amongst which is the Pavement and LRS modules, which is used to store and manage all pavement related data to be collected during this contract.

**ITIS DATA** shall mean the data, including spatial data, contained in the ITIS and made available to the Service Provider.

**PRIME COST**, for the purposes of this contract, shall mean the cost of supplying, or procuring goods or services, the price of which is indeterminable at the commencement of the contract. It also covers those situations where the goods or services required are available from only one supplier. Prime cost items are charged to the Employer without VAT, mark-up, profit and without any cost of procurement or the later application of the goods or services. It is essential that invoices for materials and the services of others are submitted as proof of cost. Note that VAT is calculated on the value of all claimable items submitted to the Employer for payment. Spending or not spending an PC item, shall not cause an adjustment of the Contract Price. Services rendered in this manner carry a mark-up, or administration fee for which a rate is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services. Any percentage adjustment or lump sum mark-up against the Prime cost for handling fee, profits, etc. shall not be negative.

**PROVISIONAL SUM**, for the purposes of this contract, shall mean the amount included by the Employer in the Schedule of Quantities, which is under the sole control of the Employer and which shall 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 goods, supplies or services to which the Provisional Sum relates, as the Employer shall have instructed. Payment to the Service Provider shall include the actual amounts paid (or due to be paid) by the Service Provider, and where applicable, a sum for overheads and profit, calculated as a percentage rate (if any), stated in the applicable Schedule. If no such sum for overheads and profit is provided for, the Service Provider shall not be entitled to such sum for overheads and profit. The Employer shall be entitled to increase or decrease any provisional sum provided as may be deemed fit.

Any variation in the amount spent under a Provisional Sum shall adjust the Contract Price accordingly.

See also "Contract Instruction".

**SUBCONTRACTORS** shall mean those parties engaged by the Service Provider to perform duties covered under the Specifications (supplemented by appropriate special conditions and project specifications) for road condition surveys not covered by Third-party Subcontracts.

**SUPPLY CHAIN MANAGEMENT (SCM) POLICY** of the Employer shall mean the policy approved by the Board of Directors of the Employer governing, *inter alia*, the manner in which goods and services shall be procured, and the conditions that shall apply to the procuring of goods and services. It is often referred to as the "SCM" policy. The Treasury Regulations and Practise notes also form part of this policy.

**THIRD PARTIES** shall mean those parties engaged by the Service Provider to perform duties that are not covered by the Specifications for road condition surveying subcontracts, and for which a different terms of reference, or specification must be compiled and for which the Service Provider may claim the expenses incurred on a reimbursement basis. Examples of such services may include the hiring of specialist consultants, and so on.

**WORKS AUTHORISATION (WA)** shall mean an instruction to the Service Provider to carry out a duty that is not covered by any existing specification and which is newly required by the Employer to be undertaken, and which shall contain details and specifications of the work to be undertaken and/or items(s) to be procured and the approved cost of the work or items(s). The Works Authorisation shall indicate which items are fixed prices and which are subject to escalation. Should any price be subject to escalation, the price shown shall be the price that would have been valid at the date of closing of tenders, i.e. the price shown shall be the calculated de-escalated price.

**JOB INSTRUCTION (JI)** shall mean the approval by the Employer of an estimate for work to be done as well as instructing the Service Provider to continue with any of any work specified in the specifications and for which either rates or a provisional sum is available in the Bill of Quantities. Such Job Instruction shall be generated by the Service Provider, recommended by the Employer's staff member and approved by the Project Manager or designated manager of the employer.

## **G1103            PROGRAMME OF WORK**

### **G1103(a)            GENERAL REQUIREMENTS**

The Service Provider shall base its initial programme of work on the available time and with due regard for the strict survey deadline of 31 March 2026.

Should the Service Provider fall behind with the initial and any further approved programme the Employer may, without prejudice to the Employer's rights, require the Service Provider to submit, within three days of the date on which it has received a notice to this effect, a revised programme, which indicates how the Service Provider undertakes to complete the services within the required time. Any proposal in the revised programme to accelerate the rate of progress shall demonstrate how increased production will be achieved.

The approval by the Employer of any programme shall have no contractual significance other than that the Employer would be satisfied if the work is carried out in accordance with such programme and that the Service Provider undertakes to carry out the work in accordance with the programme, neither shall it limit the right of the Employer to instruct the Service Provider to vary the programme should circumstances so require. The above shall not be taken to limit the right of the Service Provider to claim for damages or extension of time to which he may be entitled in terms of the Conditions of Contract for delays to, or disruption of his activities.

Should the Employer request and the Service Provider undertake to finish the whole or any particular part of the services ahead of the time originally required by the contract, payment for accelerating the work shall be made only if agreed upon between the Parties beforehand, in writing, and in terms of such agreement.

### **G1103(b)            PROGRAMME OF WORK CONSIDERING CHANGING PRIORITIES**

The Service Provider shall note that the Employer's schedule may change at times and these changes are most likely to influence its programme.

The Service Provider shall base its initial programme of work on the scope of the work and the stipulated deadlines as described in the project description. The Service Provider shall regularly review its programme to take into account any changing circumstances and amendments to the work ordered by the Employer. The Service Provider shall not be entitled to an extension of time for delays of any kind arising out of changed priorities, and any services not completed by the end of the contract shall be considered as not being required to be undertaken, subject to the imposition of penalties, as may be further prescribed herein, for services rendered late.

The Service Provider will provide for the comprehensive and continuous administration and co-ordination of subcontracts and all subcontractors throughout the duration of the project.

## **G1104 MEASUREMENT**

### **G1104(a) UNITS OF MEASUREMENT**

All work shall be measured in accordance with the SI System of metric units, unless otherwise specifically described in the payment items.

### **G1104(b) SCHEDULE OF QUANTITIES**

The quantities set out in the schedule of quantities are estimated quantities and are used for the comparison of tenders and for awarding the contract. It must be clearly understood that only the actual quantities of work done or services rendered will be measured for payment, and that the scheduled quantities may be increased or decreased according to the needs and requirements of the Employer. The Employer reserves the right to increase and decrease any quantity at any time during the validity of the contract subject to such changes not increasing the contract amount, unless the Employer has obtained the requisite approval to exceed the contract amount award total

## **G1105 RATES AND PAYMENT**

### **G1105(a) CONTRACT RATES**

In computing the final contract amount, payment shall be based on the actual quantity of authorised work done in accordance with the specifications. The tendered rates shall apply, subject to the provisions of the general conditions of contract, irrespective of whether the actual quantities are more or less than the scheduled quantities.

Where no rate or price has been entered against a pay item in the schedule of quantities by a tenderer, it shall be understood that he does not require any compensation for such work. Where, however, a pay item described in these specifications or in the project specifications does not appear in the schedule of quantities, the Service Provider will receive reasonable compensation for such work if required, unless anything to the contrary has been determined elsewhere. For the purposes of determining reasonable compensation, the Service Provider must endeavour to provide a rate based on similar work or rates tendered by the Service Provider. The Employer retains the right to either accept, reject or negotiate any proposed rate.

### **G1105(b) RATES TO BE INCLUSIVE**

The Service Provider shall accept the payment provided in the contract and represented by the rates tendered by him in the schedule of quantities as payment in full for executing and completing the services as specified, including all things required to conduct the specified services, profit, risk and other obligations and for all other incidentals necessary for the completion of the services.

The Service Provider shall note that all costs of any nature required to enable it to carry out the

services required under this contract that are not measured and paid for under the payment items are to be included in the rates tendered and shall not be paid for separately.

This clause shall apply in full to all pay items, except where these requirements may be specifically amended in each case.

## **G1105(c) THE MEANINGS OF CERTAIN PHRASES IN PAYMENT CLAUSES**

### **G1105(c)(i) PAY ITEMS**

The descriptions under the pay items in the various sections of the Specifications, indicating the work for which allowance shall be made in the tendered rates for such pay items, are for the guidance of the Service Provider and do not necessarily repeat all the details of work and materials required by and described in the specifications.

These descriptions shall be read in conjunction with the relevant specifications, and the Service Provider shall, when tendering, bear in mind that his rates shall be inclusive as specified in the clause concerning Payment.

### **G1105(c)(ii) RATE-ONLY ITEMS**

Against an item in the schedule of quantities, where no quantity is given, but a rate only is required, the Service Provider shall fill in a rate or amount which will constitute payment for work which may be done in terms of this item. Rate-only items are used where it is estimated that little or no work will be required under the items, or where the items are to be considered as an alternative for another item where a quantity is given.

Work under rate-only items will be paid for only if it has been executed in terms of a written instruction by the Employer.

## **G1106 PAYMENT AND CONTRACT PRICE ADJUSTMENT**

Unless otherwise arranged with the Employer, payment certificates shall be prepared in Microsoft Excel, or be exported to Microsoft Excel, and shall be submitted in printed form, together with an electronic copy. All formulas within the spreadsheet must be visible to enable the Employer to assess whether or not values have been calculated and carried forward correctly, i.e., the spreadsheet shall not consist of values only. The Service Provider, however, shall be entitled to password-protect the spreadsheet to prevent any changes being made to it by anyone other than himself.

The payment certificate must reflect the previous cumulative quantities claimed for, the work done during the interval since the last payment certificate, and the cumulative amount claimed to date for all payment items, inclusive of Contract Price Adjustments (CPA) and retention, as applicable.

Payment certificates shall be based on the actual work completed in accordance with the

specifications and shall be supported, wherever required, by photocopies of original invoices and receipts. For the purposes of allowing easy auditing, original supporting information shall be kept in a neat and tidy state, properly filed every month according to the payment certificate submitted, for the full duration of the contract plus a further two years.

In order to enable the Service Provider to comply with the time allowed for the payment of subcontractors and Third Parties, the Employer shall apply its best efforts to pay invoices that are correct in all respects and are submitted by close of business on a Thursday on the Friday - a week later, excepting during the period of mid-December to mid-January.

## **G1107 CONTRACT PRICE ADJUSTMENT**

The value of each certificate issued by the Service Provider shall be increased or decreased by the amount obtained by multiplying “Ac”, as defined later on in this specification, with the escalation factor determined according to the formula:

$$\text{Escalation factor} = (1-x) (C_t/C_0 - 1)$$

The symbols have the following meanings:

- “x” is the proportion of “Ac” which is not subject to adjustment. This proportion shall be 0,15.
- The suffix “0” denotes the Consumer Price Index valid for the month in which tenders closed.
- The suffix “t” denotes the Consumer Price Index applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.

If any index relevant to any particular Payment Certificate is not known at the time when the certificate is prepared, the Service Provider may estimate the value of the index. Any correction which may be necessary when the correct indices become known shall be made by the Service Provider in subsequent Payment Certificates.

### **G1107(a) ASSESSMENT OF AMOUNT SUBJECT TO ADJUSTMENT**

For the purposes of calculating the adjustment to the value of the relevant certificates, the amount “Ac” shall be determined by the formula;

$$Ac = T - S - W - Ap$$

In which formula the symbols have the following meanings:

- a) “T” is the sum of the total value of all work, including preliminary and general items and all work done, as certified in the Payment Certificate under consideration, without any

deduction whatsoever and before any adjustment made in terms of the Schedule.

- b) “S” is the sum of (i), (ii), and (iii) below, (these amounts are also included in “T”)
- i) the amounts actually expended and substituted for any Prime Cost sums,
  - ii) the value of any work done against Provisional Sums,
  - iii) the value of any extra or additional work done under a Work Authorisation, where special arrangements for price adjustments in respect of those amounts are made and recorded at the time that the work was ordered.
- c) “W” is the amount (also included in “T”) that is claimed for any “Day work” executed at Cost, plus percentage allowances, if any, allowed for in the Specifications.
- d) “Ap” is the sum of all “Ac” amounts previously paid in respect of all Payment Certificates preceding the Payment Certificate under consideration.

**G1107(b) ASSESSMENT OF INDICES IF PAYMENT CERTIFICATES ARE NOT SUBMITTED MONTHLY**

If more than one month intervenes between the month applicable to any previous payment certificate and the month applicable to the immediately succeeding payment certificate, then the index applicable to the succeeding Payment Certificate shall be taken as the arithmetic mean, rounded off to the second decimal place of the relevant indices applicable to the month of measurement and to such intervening months.

**G1108 OFFERS TO PERFORM DUTIES BY ALTERNATIVE METHODS**

Should the Service Provider, during the course of the contract, propose to execute a part of the Work by a method not described in the Specifications, he shall submit a detailed description of the proposal and the method of payment to the Employer for consideration.

The approval of an offer to perform Work by any method other than that specified by the Employer shall in no way relieve the Service Provider of his responsibility to produce a solution which conforms in all respects to all the specified requirements.

Should it appear later during the execution of the services that the alternative offer does not conform to the specified requirements, the Service Provider, only, shall be liable for any damage arising therefrom and he shall, at his own expense, perform all the necessary services and actions to ensure that the work conforms to all the specified requirements, all at the tendered rates.

**G1109 INFORMATION FURNISHED BY THE EMPLOYER**

The Employer will not accept any liability for the correctness or otherwise of information or data furnished, or for any resulting damage, whether direct or consequential, should it appear,

during the course of the contract, that the information or data supplied is either incorrect or not representative. Any reliance placed by the Service Provider on this information or data shall be at his own risk.

## **G1110 SAFETY AND ACCIDENTS**

The safety of the road user is of paramount importance, and the Service Provider shall maintain accurate and complete health and safety records, as required.

In the event of an accident on site, the Service Provider shall provide a detailed report to the Employer, including a sketch showing the traffic accommodation measures and details of the accident as well as any SAPS report.

The road condition survey vehicle should be roadworthy, highly visible, and safe to operate in live traffic. The vehicle requires high-visibility markings and securely mounted sensors and equipment. Laser and electronic systems must be eye-safe and properly fused. The vehicle should carry standard emergency equipment and warning triangles, and support safe operation, at all times.

The survey vehicle should meet all licence, registration and insurance requirements (e.g. width, height, signage) for operation in the survey jurisdiction and be clean and presentable. The survey vehicle should have sufficient space for the survey team. The vehicle should be available for viewing and inspection during the period of the contract, or as requested by the Employer.

## **G1111 REMEDIAL WORK**

When any part of the services is found, upon examination by the Employer, not to conform to the requirements of the specifications, the Employer may completely reject the service rendered and order it to be redone at the Service Provider's expense, or he may permit the Service Provider to apply remedial measures in order to make good any such error or failure. The actual remedial measures taken shall at all times be entirely at the Service Provider's own initiative, risk and cost, but subject to the Employer's approval regarding the details thereof.

In particular, remedial measures shall ensure full compliance with the requirements of the specifications and shall be carefully controlled and the data submitted to the Employer for examination, both when completed and/or at any intermediate stage, as may be required.

## **G1112 AUTHORISED MEASUREMENTS AND TOLERANCES**

The Service Provider shall ensure that any work performed complies with the highest standards, specifications and legal requirements where applicable, failing which, the work performed shall be rejected.

Any data which entails the allowing of tolerances in terms of legal provisions, practise norms or COTO guidelines, must comply with the allowable tolerances, failing which, the data shall be rejected. This includes compliance to the TMH 13: Automated Road Condition Assessments including all relevant Parts - A through G, TMH18: Road Asset Data Electronic Exchange

Formats and TMH22: Road Asset Management Manual where applicable.

In all cases, for all instruments and devices in use, such shall comply with the requirements of Class 1 profilers and equipment types, for Precision Profile Measurements.

The standards' documents noted above are accessible from the National Department of Transport's website, as the custodian of the document, and may be accessed at: <https://www.transport.gov.za/tmh-documents>.

## **G1113 MEETINGS**

The Service Provider shall attend any meetings with the Employer as may be required by the Employer at venues agreed upon between representatives of the Service Provider and the Employer, inclusive of any virtual meetings at dates and times to be determined by the Employer. The Service Provider shall not charge any fee of the Employer for the attendance of such meetings except for the re-imbursment of any travelling and subsistence costs actually incurred, and payments that may be made in terms of other specifications.

## **G1114 LEGAL PROVISIONS**

The Service Provider shall keep himself fully conversant with the latest enactments, provisions and regulations of all legislative and statutory bodies, and, in all respects and at all times shall comply with such enactments, provisions and regulations in regard to executing the contract and its scope of works and all deliverables. The attention of Service Provider is drawn to the following legislation, which is by no means to be considered to be exhaustive;

- a) The South African National Roads Agency Limited and National Roads Act 7 of 1998,
- b) Preferential Procurement Policy Framework Act 5 of 2000,
- c) Broad Based Black Economic Empowerment Act 53 of 2003,
- d) Occupational Safety and Health Act 1993 (Act 85 of 1993),
- e) Public Finance Management Act 1 of 1999 (as amended by Act 29 of 1999),
- f) Employment Equity Act 55 of 1998,
- g) Promotion of Access to Information Act 2 of 2000,
- h) Promotion of Administrative Justice Act 3 of 2000,
- i) The Protection of Personal Information Act 4 of 2013,
- j) National Environmental Management Act 1998 (Act 107 of 1998),
- k) Spatial Planning and Land Use Management Act 2013 (Act 16 of 2013),

## **G1115            REPORTING**

Reports shall be produced using the Employer's computerised ITIS system as far as possible, failing which, the computer system belonging to the Service Provider shall be used.

Whereas the ITIS interface system and its background database have been designed in such a manner as to be able to produce all reports known to be required at the time of tender, it is possible that reports of a special nature will need to be generated to, inter alia, satisfy the requirements of auditors, to automatically generate payment certificates, report on progress against targets set or to check and verify data entries etcetera.

The Service Provider shall cooperate with the Employer to identify and/or create new data fields in either the Service Provider's computer system, or that of the Employer to produce reports of a specialised nature, the cost of which shall be included in other rates. Where reports are developed within the Service Provider's computer system, the full cost shall be for the Service Provider's account. Such custom reports shall be compatible with the Employers systems and shall be made available, including any related source code, to the Employer at no additional cost. All Intellectual Property rights, in this case shall be ceded to the Employer.

For reporting requirements, refer to section G2200. Report types that are required of the Service Provider shall include, but are not limited to Pre-validation report, Calibration and validation report; Data summary report; and Progress reports.

## **G1116            REPEATED WORK DUE TO CANCELLATIONS OR MODIFICATION**

Wherever it occurs that work is cancelled by the Employer before completion, the Service Provider shall be entitled to be paid for the work actually done up to the time of cancellation in accordance with the applicable tendered rates, subject always to any further or contrary provisions in the particular specifications relevant to the work involved.

Wherever it occurs that work already performed is amended before its final submission and has to be redone to take into account the change, the work actually performed is remunerable in accordance with the tendered rates and is subject to further payment if the work is redone, subject always to any further or contrary provisions in the particular specifications relevant to the work involved.

The Service Provider shall not be entitled to additional payment if any work undertaken by itself or its subcontractors must be redone due to any fault of its own.

## **G1117            PROJECT MANAGEMENT**

Notwithstanding that the Specifications are compiled in different sections, or that separate specifications and terms of reference will apply to Third Parties, the various Specifications, any separately drafted specifications and terms of reference shall be read as one and the Service Provider shall manage all its duties in terms of the contract as a whole, including those carried out by any Subcontractors and Third Parties.

The Employer shall not entertain any claim for additional costs, nor for any delay of any programme, nor accept poor quality work that arises out of a lack of coordination between the various people or groupings of people employed by the Service Provider, or its Subcontractors or appointed Third Parties, or its own management of the processes followed in the execution of its duties

## **G1118 PROVISIONS IN RESPECT OF ITIS**

ITIS is a system that satisfies the requirements of the Auditor-General, and although many data checks are performed by it, it is not guaranteed to identify and report all errors that might be made by the Service Provider in the capturing and compilation of data. This is and shall always remain the responsibility of the Service Provider, who shall be held responsible for the accuracy of all data entered into the system.

The Service Provider shall, therefore, ensure that its data quality control and management system(s) is capable of ensuring that all data is validated and verified before the entry or importing of the data into the ITIS system.

The Service Provider shall keep and maintain separate records indicating how the data was derived and which must be sufficient to regenerate the entry of data into ITIS.

It must be noted that individual users may be required to registered on the ITIS system and will need to provide identification documentation while doing so. No person will be allowed to use the system unless logging in using his/her own name and log in details as well as any VPN prescribed by the Employer. If any problems are encountered in the use of ITIS by any user, the individual user must report the problems to [itisissues@nra.co.za](mailto:itisissues@nra.co.za) or [Support@sanral.co.za](mailto:Support@sanral.co.za) as the case may be, for each and every day that the problem is encountered. This will allow SANRAL's software developers to determine the extent of any problems, the severity, and the frequency of the problems so that resources can be applied according to the urgency of problems.

## **G1119 POLICIES AND PROCEDURES**

The policies and procedures contained in these tender/contract documents or developed and implemented during the contract shall be diligently complied with by the Service Provider.

Whenever subcontracts are let or Third Parties are engaged, these parties shall be fully made aware of any policies and procedures in existence that apply to the work to be undertaken and shall be bound to comply with them.

Any manual or procedure drafted and implemented by the Service Provider upon the written instruction of and paid for by the Employer shall become the property of the Employer, and shall, if so instructed by the Employer, become supplementary Specifications. Payment for such manuals and procedures drafted upon the instruction of Employer shall be made in terms of appropriate section these Specifications. Any document, or modified document produced in this regard shall be submitted to the Employer for approval, who shall be entitled to use the documentation without any restriction and as it pleases in its sole discretion.

## **G1120 CONFIDENTIALITY AND ACCURACY OF INFORMATION**

All information which is received relating to this contract shall be treated as being confidential and shall not be used for personal gain, nor shall quoted prices, or any information which the Service Provider has access to though its engagement in the contract be discussed with any person not in the employ of the Service Provider or the Employer. All information furnished in the course of carrying out the Service Provider's duties shall be true and fair and shall not be intended to mislead any person or entity.

## **G1121 FAIR COMPETITION**

Any arrangement, which might in the long term prevent the effective operation of fair competition, shall be avoided.

## **G1122 INTEGRITY AND CODE OF ETHICAL CONDUCT**

The Service Provider, as well as any subcontractors, third-party appointees, or other Service Providers associated with this contract shall observe the following ethical standards, principles and behaviour, which includes, but is not limited to;

- a) ensuring that value for money is obtained by promoting fair, open and accessible competition when procuring or renewing contracts and by ensuring continuous and effective contract management,
- b) accepting responsibility, being fully accountable, maintaining comprehensive documentation and making use of justifiable evaluation criteria,
- c) maintaining confidentiality and respecting the rights of suppliers or potential suppliers in relation to their intellectual property, and keeping confidential any commercially sensitive or proprietary information,
- d) ensuring that every process is transparent, free from bias or the perception of bias, and that the benefits of all information, assistance and concessions apply to, or are equally available to all tenderers,
- e) ensuring that there is no actual or perceived conflict of interest in any tendering process by including full and frank disclosure of any past, present or proposed future relationships, connections, or interests in tenderers,
- f) fostering a high standard of professional competence,
- g) managing the risks of unethical contract management behaviour by staff, by instituting appropriate protocols, implementing effective supervision and taking remedial action where necessary,
- h) creating an ethical culture of contract management, reinforced by effective monitoring and performance management tools,

- i) ensuring ethical and lawful behaviour by both private sector and public sector suppliers by communicating required standards and closely monitoring compliance,
- j) establishing mutual trust and respect for people and property,
- k) acting in a way that does not compromise the standing of the Employer,
- l) optimising the use of resources at the Service Provider's disposal so as to provide the maximum benefit to the Employer and to create a client directed quality service,
- m) complying with the laws of the Country,
- n) honouring contractual obligations,
- o) repudiating and avoiding all business practices which are improper and which are in discord with accepted moral principles.

### **G1123            GIFTS AND HOSPITALITY**

Gifts of money or goods, including the sale of materials or services at artificially low prices that are not available to the general public, personal favours and hospitality which might impinge, or might be deemed by others to impinge upon the Service Provider's sound business judgement, shall not be accepted.

### **G1124            CORPORATE GOVERNANCE**

In order to achieve the ideals of good governance, dealings with Service Providers, suppliers, lessees, purchasers and the Employer should be handled observing strict adherence to the following principles:

- a) Preserve the highest standards of honesty, integrity, impartiality and objectivity,
- b) Be fair, efficient and courteous in all dealings with people,
- c) Achieve the highest professional standards all times,
- d) During any process of procurement, provide clear specifications of requirements that encourage innovation and keen pricing, and strive for the highest professional standards in the management of contracts,
- e) Pay promptly for work done in accordance with these specifications,
- f) Respond promptly, courteously and efficiently to suggestions, enquiries and complaints of the public and the Employer,
- g) Conform with the latest "King" codes pertaining to Corporate Governance.

- h) Conform to all legislation governing Supply Chain Management when dealing with funds that are used to procure goods and services on behalf of SANRAL.
- i) Comply with all legislation governing the various professional services rendered in terms of the contract.

It is required that the Service Provider designate a member of its personnel as a Compliance Officer for the purposes of this contract.

## **G1125 OCCUPATIONAL HEALTH AND SAFETY**

The Service Provider shall conform in all respects with the OHS Act, its Regulations and incorporated Standards.

Prior to commencing any services, the Service Provider must provide the Employer with a plan (OHS plan) indicating how the Service Provider will comply with the provisions of the Occupational Health and Safety Act. This plan must be updated regularly and submitted for the noting of the Employer. A detailed Hazard Identification and Risk Assessment (HIRA) must be available in the OHS plan for each activity, with a risk rating attached. Risk assessments must be reviewed regularly to ensure it reflects current and relevant information. The Employer may negotiate changes to the OHS plan, which must be incorporated into the OHS plan upon acceptance. The Employer may direct the Service Provider to undertake any actions to remedy unsafe working conditions, all at the Service Provider's cost.

The Service Provider, any Subcontractor, or Third-party employees must at all times be visible to road users. High visibility reflective vests must be worn at all times, and this will be the minimum personal protective equipment (PPE) to use.

Wherever so required, the Service Provider shall designate members of its personnel who take responsibility for Occupational Health and Safety.

If the Service Provider is required to execute duties on an active construction project, employees must be inducted by the Principal Contractor working on the project and must follow the requirements of the Principal Contractor, not limited to the use of personal protective equipment and clothing, notifications, training, appointments, OHS plan and risk assessments.

No road condition surveys are to be conducted on sections under construction. Where such sections are encountered, a detailed report of the status and location of the under construction sections, including geotagged photographic evidence must be provided. No Payment will be made for sections under construction, strictly.

## **G1126 OWNERSHIP OF DRAWINGS AND OTHER DATA**

All original documents furnished and/or supplied by the Employer to the Service Provider and all documents, plans, computer programmes and other data prepared by the Service Provider in connection with this contract shall be lodged with the Employer and shall become the property of the Employer upon their submission to and acceptance by the Employer. Any documents produced or procured at the Employer's cost shall become the property of the Employer and

shall be surrendered to the Employer upon the termination of the contract.

#### **G1127            COPYRIGHT**

The copyright in all documents prepared by the Service Provider and paid for in terms of this contract shall be vested in the Employer who shall have the right to use them for other purposes.

#### **G1128            DATA OBTAINED FROM OTHER SOURCES**

The attention of the Service Provider is specifically drawn to the fact that the Employer shall not be held responsible for any losses and damages suffered by the Service Provider arising out of the use of data sourced by the Service Provider from private vendors. The Service Provider shall always remain responsible for the verification of the accuracy of data provided by such vendors.

#### **G1129            PAYMENT OF OTHERS**

The Service Provider shall ensure the timely payment of subcontractors and any third-party engaged in providing services to the Service Provider. Any charges incurred for the late payment of such services shall be for the Service Provider's account and may attract a penalty as provided for.

#### **G1130            BBBEE RATING**

The Service Provider shall annually have its BBBEE Rating updated by an Accredited Verification Agency or Verification Agency that is in possession of a valid pre-assessment letter from the South African National Accreditation System as currently set out in terms of Government Notice 810 of 31 July 2009, or as any further legislation may dictate in future. The rating of the Service Provider may not be lower during the contract period than that obtained at the commencement of the contract, unless such a change is the result of new regulations being imposed by the Government to calculate these ratings, failing which the Service Provider shall submit a plan to the Employer for approval indicating how it intends to bring itself back to the same rating, or a higher rating than at tender stage.

#### **G1131            KEY PERSONNEL**

It is expected by the Employer that the key personnel listed in the Returnable Schedules at the time of tender will be available over the full period of the contract. With the exception of absences from the workplace in terms of the Basic Conditions of Employment Act, the non-availability of these specific personnel, with their training, skills and experience, during the period of the contract, shall be regarded by the Employer as non-compliance with the offer made by the Tenderer and accepted by the Employer.

Should the Service Provider wish to restructure its business, or should any of the key personnel no longer be available for any reason, the Service Provider shall bring the matter to the attention

of the Employer with a proposal as to how to overcome the future absence of the key person(s), or how it wishes to restructure its business for the consideration of the Employer.

The Service Provider shall be liable to a penalty, as described in Section G2100 of these General Specifications, if any of the key personnel mentioned in the Returnable Schedules at the time of tender is not available on a full time basis for a period of longer than two months during the course of the contract without the approval of the Employer, which approval shall not be unreasonably withheld.

## **G1132 SECURITY OF ELECTRONIC DATA**

Excepting for the data that is entered in the ITIS system of the Employer, the Service Provider shall no less frequently than weekly back-up the data on local servers, personal computers, and, where applicable, mobile devices to a central theft and fire proof facility that is neither used by, nor is accessible to any other staff than the information technology staff of the Service Provider, and which is adequately protected against power failures, spikes, lightning strikes and any other event that may cause loss of data.

The Service Provider shall employ a rigorously followed strategy of backing-up of information to an offsite location and shall perform a complete back-up of all data no less than once per week.

## **G1200 ESTABLISHMENT AND MANAGEMENT OBLIGATIONS**

### **G1201 SCOPE**

This section covers the establishment of the Service Provider's organisation and his general obligations. It covers recurring general obligations, risks and liabilities and general items of cost not covered elsewhere.

### **G1202 ESTABLISHMENT**

The Service Provider shall, after the award and acceptance of the contract, position itself to commence with the works within the time allowed after the commencement date. The Employer is not prescriptive as to what is included in this item, other than to suggest to the tenderer that all items and services of a once-off, fixed cost nature should be included in the tendered rate.

### **G1203 TIME RELATED COSTS**

The Service Provider shall, under this section, provide for recurring costs and expenses that are not covered by any of the work items described in any of the other Specifications, and that cannot be recovered as reimbursable expenses.

The Employer is not prescriptive in any manner whatsoever as to what is to be included or excluded in the tendered rate, but a Service Provider would typically include his own office rental costs and other overheads that cannot be quantified and recovered under the payment items for work undertaken. The rate tendered may, for example, cover "management expenses", or "management fees", or insurance cover, the costs of providing a guarantee, the costs of office security, the cost of hiring back-office personnel, all being those expenses that are not necessarily covered by other payment items, and which may be incurred in the process of delivering the services required. Other examples may include computer expenses, data management, quality management, organisational planning, unspecified data entry, and the various operating expenses necessary to keep an office functioning.

The Employer may call upon the tenderer to disclose, during the tender evaluation process, how the tendered rate has been calculated.

### **G1204 MONTHLY MANAGEMENT**

The Service Provider's management, who are expected to be engaged in planning, monitoring, controlling and general executive functions rather than being engaged in work that is payable under the unit rates for the delivery of the services, shall be paid a monthly fee at the tendered monthly rate.

## **G1205 PAYMENT**

### **Establishment for road condition survey services**

<b>Item</b>		<b>Unit</b>
G12.01	Establishment for services provision	Lump Sum
G12.02	Time related obligations	Month
G12.03	Monthly data acquisition management	Month

The rate for establishment of Road Condition Survey Services Provision shall be payable once only at the beginning of the contract and shall include full remuneration for the cost of setting up business to enable the Service Provider to commence the work required under the contract.

The unit of measurement for time related obligations shall be the number of months over the duration of the contract and represents full compensation for the Service Provider's general obligations which are mainly a function of the contract time. The payment shall include complying with the General Conditions of Contract and the requirements of the Specifications, including the effecting of insurances and guarantees, all general office overheads, profit, financing costs, risks, legal and contractual responsibilities, and other costs and obligations of a general nature which are not specifically measured for payment under any other items of payment. The lump sum will be paid monthly, pro rata for parts of a month, from the date on which the contract commences until the end of the contract, plus any extension thereof as provided for in the General Conditions of Contract, or when all deliverables have been supplied.

The Service Provider shall be paid a monthly management fee at the tendered rate for managing data acquisition and road condition surveys.

**The sum of all items under this section over the full period of the contract may not exceed 20% of the total tender amount, VAT excluded.**

## **G1300 REIMBURSABLE COSTS**

### **G1301 SCOPE**

This section covers costs that are reimbursable, which includes but is not limited to;

- a) Toll fees,
- b) Formal charges incurred on behalf of the Employer, if not covered by other Specifications,
- c) Any other costs incurred on behalf of the Employer with the Employer's approval,

Items not included in the Specifications which the Service Provider considers reimbursable, must be adequately motivated and submitted for consideration by the Employer.

**All other costs associated with the road condition surveys are to be included in the rate per km.**

### **G1302 TOLL FEES**

Direct costs associated with the tolling of National Roads as encountered during the normal operation of conducting the Road Condition Surveys. National Treasury has implemented cost saving measures which the Employer must apply in this contract.

The Service Provider shall keep the records required by Treasury for the duration of the contract plus 2 years.

### **G1303 FORMAL CHARGES INCURRED ON BEHALF OF THE EMPLOYER**

Direct costs for scrutiny, inspections, application fees and other formal charges raised by competent authorities are reimbursable to the Service Provider by the Employer.

### **G1304 OTHER COSTS INCURRED ON BEHALF OF THE EMPLOYER**

Costs incurred on behalf of the Employer and approved by the Employer by means of a Contract Instruction shall be paid at cost and be subject to a mark-up at the tendered percentage. The mark-up must allow for all costs of attending to the matter.

### **G1305 PAYMENT**

#### **Reimbursable Costs**

<b>Item</b>		<b>Unit</b>
G13.01	Toll Fees	PC Sum
G13.01(a)	Administration fee on Toll Fees	%
G13.02	Formal charges	PC Sum
G13.02(a)	Mark up on formal charges	%
G13.03	Other costs approved by the Employer	PC Sum
G13.03(a)	Mark up on other costs approved by the Employer	%

For all items paid under the PC sums above, scanned and printed proof of the costs, plus, where applicable, calculations of the mark-up must be submitted to the Employer with each invoice and must be kept by the Service Provider in a neat and orderly fashion for audit purposes for a period equal to the contract period, plus 2 years. The mark up, in each case, shall be full remuneration for all procurement, attendance to the work by staff, overheads and profit.

# **G2000 BUSINESS MANAGEMENT REQUIREMENTS**

## **G2100 PENALTIES AND DEDUCTIONS**

### **G2101 SCOPE**

This section covers the imposition of penalties as described in these and the other Specifications included in this contract.

### **G2102 GENERAL**

Penalties shall be calculated in terms of a point system and shall be levied against payments due to the Service Provider for any lack of performance outlined in these Specifications. These penalties are to be escalated as are any other payment items and shall be reflected in the payment certificate as negative values prior to the application of the escalation formula.

Every month, penalties and performance points will be accumulated. At the thresholds provided below, a penalty amount will be deducted from the monthly payment due to the Service Provider.

### **G2103 PENALTY POINTS FOR INCOMPLIANCE**

Penalty points will be allocated at the end of each calendar month. The table below defines the severity of the incompliance and the penalty points to be awarded, which shall be determined by the project manager of the Employer.

#### **Penalty Points**

	<b>Bad</b>	<b>Worse</b>	<b>Worst</b>
<b>1. Incompliance, minor consequence</b>	1	2	3
<b>2. Incompliance, important consequence</b>	2	4	6
<b>3. Breach, serious matter</b>	8	14	20

The Employer may, in its sole discretion, interpolate between the points in categories 2 and 3.

### **G2104 PERFORMANCE POINTS**

The Service Provider shall be rewarded with the following performance points at the end of each month.

## Performance points

Performance Points	Description
3	General performance is satisfactory and complies with the contract. Time-related progress is satisfactory against the program/schedule, with no idle time.
4	General Performance shows diligence and Service Provider acts in the Employer's best interests with good progress made ahead of the program/schedule, with no idle time.
5	General performance is exemplary and indicates a proactive approach to the work, with excellent progress made well ahead of the program/schedule, with no idle time.

### G2105 SUM OF POINTS

The final points shall be calculated as follows;

Final = (Points for every non-compliance added together) - (month's point for performance)

The Employer shall explain the reasons for the penalty points imposed on the Service Provider, and the Service Provider shall include the relevant penalty amount in the invoice for the work done in the month.

The Service Provider shall have 90 days in which to make representations to the Employer to overturn any penalty imposed on the Service Provider.

The sum of penalties and performance points shall not be considered if the result is 0 or lower.

### G2105(a) PENALTY AMOUNTS

After adding all penalties together for the month preceding, the following penalty amounts shall be deducted from the amount owing to the Service Provider.

#### Penalty Amounts

Month's Final Points	Consequence
1	Warning only
2	R 5 000
3	R 10 000
4	R 12 000
5	R 14 000
6	R 16 000
7	R 18 000

<b>Month's Final Points</b>	<b>Consequence</b>
8	R 20 000
9	R 23 000
10	R 26 000
11	R 29 000
12	R 30 000
13	R 50 000
14	R 75 000
20	Termination of contract / Service Provider on terms

**G2106 PAYMENT**

**Penalties and deductions**

<b>Item</b>	<b>Unit</b>
G21.01 Penalties for incompliance	Sum

In respect of G21.01, the amount of the penalties shall be levied against the monthly invoice of the Service Provider and shall be reflected in the bill of quantities as a negative amount.

## **G2200            REPORTING REQUIREMENTS**

### **G2201            SCOPE**

This section covers progress reporting. Reporting is an extremely important management tool for the Employer and must not be underestimated or neglected.

### **G2202            PROGRESS REPORTING REQUIREMENTS**

The Service Provider shall prepare a report for discussion at a monthly contract meetings containing the information described under each heading below.

Reports must be presented on electronic media, either by email transfer, on a USB drive or using any transfer method required by the Employer. Printed reports shall not be required.

The Service Provider must use the latest version of Microsoft pdf printer to create .pdf files in the monthly report. The Service Provider shall, upon the request of the Employer, provide any report in the native Microsoft format used to create the report (usually MS Word, or MS Excel).

### **G2203            MONTHLY ACCOUNTS**

The Service Provider shall provide detailed monthly financial reports including;

- a) Contract cash flow prediction for 6 months,
- b) Actual versus budgeted monthly expenditure of the summary items in the payment certificate,
- c) A schedule showing each month's actual expenditure, the month's accumulated expenditure over the life of the contract, as well as the approved contract amount.

### **G2204            MINUTES OF PREVIOUS MEETING**

The minutes of the previous meeting must be circulated within 10 calendar days of the previous meeting, and the agenda of the current meeting, must be provided no later than 7 calendar days before the next meeting. These minutes must also be included in the monthly meeting pack.

### **G2205            ISSUES REQUIRING THE REACTION OF THE EMPLOYER**

The Service Provider shall provide a list, included in the monthly management meeting minutes, indicating all matters referred to the Employer for consideration and the status quo of these matters. A separate report is not required.

## **G2206 REPORT ON CONTRACT PARTICIPATION**

The Service Provider shall provide, in the monthly report, section(s) indicating the expenditure and the percentages of the Service Provider's own work against the expenditure and percentages incurred in appointing subcontractors and Third Parties, per category of work, expressed as an amount and percentage in relation to the tendered price for each of the sections of the Schedule of Quantities with explanatory notes.

## **G2207 TRAINING AND INTERNSHIPS REPORT**

The Service Provider, or its subcontractors, shall provide, in the monthly report, section(s) indicating the names of the candidates involved, the institutions providing training (if any), the progress of the candidate to date, the value of the training, bursary or internship, the amount spent to date and the percentage spent, and any applicable comments.

## **G2208 EMPLOYMENT REPORT**

Computer based software for capturing employment data, known as PIM – Project Information Module (of ITIS) is available from the Employer, which MUST be used on a continuous basis to capture the employment details of the Service Provider and all subcontractors. Proof in the form of a report from this software must be attached to each monthly invoice, before it will be paid by the Employer. Capturing of subcontractors' information shall be the responsibility of the Service Provider.

Required details will include, but is not limited to;

- a) Company name, registration number,
- b) Company contact person, contact details,
- c) BBBEE scorecard/affidavit.
- d) CIDB status if applicable,
- e) BBBEE status,
- f) Estimates of expenditure,
- g) Actual expenditure,
- h) Vendors categorised as Black, non-Black,
- i) Male/female/male youth/female youth and hours worked; training provided,
- j) Military veteran, and hours worked,
- k) ID book or Identity card image (front and back) of each person employed.

**G2209            BBBEE CONTRIBUTION**

The Service Provider must report any change to its BBBEE status at the monthly management meetings. A separate report is therefore not required.

**G2210            PAYMENT**

<b>Item</b>		<b>Unit</b>
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**Progress reporting requirements**

G22.01	Monthly Progress Reporting	No
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Payment shall be paid monthly for all reports required to be produced, regardless of the number of individual reports contained in the report pack and regardless of the frequency of any of the reports required to be produced.

## **G2300 INFORMATION AVAILABLE TO THE SERVICE PROVIDER**

### **G2301 SCOPE**

This section covers the data available on the computer system of the Employer. It is dealt with in broad terms only, with more details being provided under the various sections of survey specifications for road condition surveys.

### **G2302 GENERAL**

The roads assets of the Employer have been captured on the Employer's computer system (ITIS). Details which may be necessary for the work of the Service Provider include: route section number, route section identifier, start chainage, end chainage, length, comments, carriageway type, province, road type, Lat/Lon etc.

All data is spatially enabled, and shall be provided in shapefile and KMZ formats, and is viewable through a GIS interface. Other data fields may be provided in accordance with TMH18.

### **G2303 TOTAL KILOMETERS TO SURVEY**

The total length of sections to be surveyed is summarised below. The Service Provider will be supplied with a detailed breakdown of the sections to be surveyed including the description of these sections and their location. For the purpose of surveys, geospatial information shall be provided to the Service Provider in shapefile and KMZ formats.

Two data packages have been established for the road condition survey tender. Both packages shall include ROUGHNESS, RUTTING, TEXTURE MEASUREMENTS AND ROW VIDEOS. Data Package A shall, in addition to these measurements, contain TSD – Traffic Speed Deflection measurements, all in accordance with Class 1 profiler measurement criteria.

The kilometers listed below may be subject to change during the contract period, as roads may be Gazetted. In such cases, the Service Provider will be provided with an updated schedule of sections to be surveyed. The timeframe to carry out these "additional" sections shall be agreed by the Employer, and the Service Provider shall provide an updated schedule of activities / program to cater for these sections.

Sections are located across all Province of South Africa and are concerned with officially gazetted sections under the ownership and control of SANRAL only.

**DATA PACKAGE A - TSD, ROUGHNESS, RUTTING, TEXTURE MEASUREMENTS AND ROW VIDEOS:**

<b>Province</b>	<b>Length (km)</b>
Eastern Cape	1 558.23
Freestate	1 526.63
Gauteng	251.42
Kwa-Zulu Natal	829.09
Limpopo	946.67
Mpumalanga	1 926.25
North West	848.56
Northern Cape	624.81
Western Cape	112.72
<b>Total – Package A</b>	<b>8 624.40</b>

**DATA PACKAGE B - ROUGHNESS, RUTTING, TEXTURE MEASUREMENTS AND ROW VIDEOS:**

<b>Province</b>	<b>Length (km)</b>
Eastern Cape	4 381.50
Freestate	2 520.60
Gauteng	828.66
Kwa-Zulu Natal	1 279.66
Limpopo	3 443.08
Mpumalanga	2 205.72
North West	2 303.44
Northern Cape	3 771.44
Western Cape	1 575.66
<b>Total – Package B</b>	<b>22 309.74</b>

**GRAND TOTAL = TOTAL OF PACKAGE A + TOTAL OF PACKAGE B**

**GRAND TOTAL = 30,934.14 km**