

SANRAL



**BUILDING SOUTH AFRICA
THROUGH BETTER ROADS**

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL: NRA 2024/1338

**PANEL OF ENGINEERING CONSULTANTS FOR ROUTINE ROAD
MAINTENANCE WORKS ACROSS SOUTH AFRICA**

ISSUE DATE:	22 NOVEMBER 2024
BRIEFING SESSION DATE:	2 DECEMBER 2024@10H00
CLOSING DATE:	13 DECEMBER 2024
CLOSING TIME:	12:00 PM

**BASE DATE: NOVEMBER 2024
VOLUME 3
BOOK 2 & 3 OF 3**

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PART C1: AGREEMENTS & CONTRACT DATA

**SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD
CONTRACT SANRAL: NRA 2024/1338**

PANEL OF ENGINEERING CONSULTANTS FOR ROUTINE ROAD MAINTENANCE WORKS ACROSS SOUTH AFRICA

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C1.1 FORMS OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER

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

Dear Sir,

CONTRACT NRA 2024/1338

PANEL OF ENGINEERING CONSULTANTS FOR ROUTINE ROAD MAINTENANCE WORKS ACROSS SOUTH AFRICA

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

Tenders must price in accordance with the table below.

Table: 1

PROJECT WORKS CONTRACT VALUE INCL. VAT	FEE % of Works Contract Value including VAT
Project below R90 000 000.00	%
Project between R90 000 000.00- R200 000 000.00	%
Project between R200 000 000.00 – R350 000 000.00	%
Project below R350 000 000.00 – R500 000 000.00	%
Project Above R500 000 000.00	%

B. PREFERENCE CLAIMED

I/we claim the following B-BBEE contributor status level as per Returnable Schedule Form A12: Tenderer's B-BBEE Verification Certificate subject to Tender Data C.3.11 In the event of any difference between the above stated status level and the Verification Certificate attached to Form A12, 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 A10: 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):

C1.1.3 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 A10: 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.

C1.1.5 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 Targeted Enterprise each member shall comply with the above requirement.

.....
SIGNATURE

.....
DATE

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Note to tenderer:

1. The legislated Standard Conditions of Contract for Professional Services (as published and amended from time to time by the Construction Industry Development Board) are included together with SANRAL's special conditions of contract where the former is shown in standard format and SANRAL's amendments (i.e. special conditions) shown in *italics*. SANRAL's special conditions of contract are shown in *italics* as amending clauses of the Standard Conditions.

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CONDITIONS OF CONTRACT

1. DEFINITIONS

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

Agent

The Service Provider appointed in terms of the Occupational Health and Safety Act No. 85 of 1993, including the relevant Regulations.

Black People

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

Construction monitoring/ supervision

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

Consulting Engineering Firm

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

Contract

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

Contract Data

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

Contractor

The contracting party named as contractor in the letter of tender of the Works Contract accepted by the Employer.

Contract Price

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

Day

A calendar day.

Defect

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

Deliverable

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

EME

EME is an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of Section 9(1) of the Broad-Based Black Empowerment Act, 2003 (Act No 53 of 2003).

Employer

The contracting party named in the Contract who employs the Service Provider.

Engineer

The natural or juristic person, partnership, Incorporated Company, Propriety Limited Company or Close Corporation appointed in writing by the Employer for the construction monitoring and management of the engineering Works undertaken by the Contractor.

Force Majeure

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

Key Persons

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

Others

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

Parties

The Employer and the Service Provider.

People with Disabilities

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

Period of Performance

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

Personnel

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

Personnel Schedule

A schedule naming all personnel and key persons.

Pricing Data

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

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.

Services

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

Sub-contractor

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

Targeted Enterprise

A Consulting Engineering Firm who is an EME (BEP) or QSE (BEP)*, contracted by the Service Provider to perform a tendered percentage of work stated in the Contract Data under his guidance and which complies with the following:*

- a) is at least 51% owned by black people; and*
- b) has a B-BBEE status* of "level one or level two contributor"; and*
- c) does not share equity holding with the Service Provider; and*
- d) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and*
- e) is registered on the National Treasury's Central Supplier Database (CSD).*

** NOTE: All references to EME, QSE, B-BBEE status are in terms of the amended Construction Sector Codes published in Notice 931 of 2017 in Government Gazette No 41287 on 1 December 2017.*

Technical Proposal

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

Works or Works Contract

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

Youth

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

2. INTERPRETATION

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

3. GENERAL**3.1 Governing laws**

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

3.2 Change in legislation

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

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

3.3 Language

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

3.4 Notices

- 3.4.1 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when *delivered* to such Party at the address *stated* in the Contract *Data*, or one week after having been sent by registered post.
- 3.4.2 If the sender requires evidence of receipt, he shall state such requirement in his communication and, wherever there is deadline for the receipt of the communication, he may demand evidence of receipt of his communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.
- 3.4.3 A Party may change its address for receipt of communications by giving the other Party 30 days advance notice of such change.

3.5 Location

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

3.6 Publicity and publication

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

3.7 Confidentiality

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

3.8 Variations

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

3.9 Sole agreement

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

3.10 Indemnification

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

3.11 Penalty

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

3.12 Equipment and materials furnished by the Employer

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

3.13 Illegal and impossible requirements

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

3.14 Programme

- 3.14.1 The Service Provider shall, within the time period set out in the Contract Data, submit to the Employer a programme for the performance of the Services which shall, *inter alia*, include:
- a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;

- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and
- c) other information as required in terms of the Scope of Work or Contract Data.

3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

3.15 Severability

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

3.16 Waiver

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

4. EMPLOYER'S OBLIGATIONS

4.1 Information

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

4.1.2 The Employer shall provide the Service Provider with any assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.1.3 The Service Provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the Employer.

4.2 Decisions

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

4.3 Assistance

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

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

4.4 Services of Others

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

4.5 Notice of change by Employer

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

4.6 Issue of instructions

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

4.7 Payment of Service Provider

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

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

- 5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards *and shall be responsible for breach of professional duty by reason of any error, omission or neglect in connection with delivering the services*
- 5.1.2 Where the Services include the exercise of powers to certify, decide or otherwise exercise discretion in regard to a contract or agreement between the Employer and Others, then the Service Provider shall act in respect of that contract or agreement as an independent professional
- 5.1.3 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.
- 5.1.4 *Unless specifically instructed differently, the Service Provider is delegated as the Employer's "Mandatory" in terms of the Occupational Health and Safety Act (Act no. 85 of 1993), and as the Employer's Agent as defined in Construction Regulations 4(2), (5) and (6) of the said Act.*
- 5.1.5 *The Service Provider, if requested by the Employer, shall provide any plans and calculations for checking by Others.*
- 5.1.6 *All design calculations shall be kept and safeguarded for the duration of the insurance(s) required in terms of clause 5.4.1.*
- 5.1.7 *The Service Provider shall enter into a contract over the full contract duration (either through partnership, joint venture or sub-contracting) with a Targeted Enterprise(s) to perpercentage of work as stated in the Contract Data.*

- 5.1.8 *The Service Provider undertakes to pay the Targeted Enterprise(s) the full value due in each interim fee claim. The Service Provider further undertakes to make payment within 30 (thirty) days of presentation by the Service Provider of the interim fee claim to the Employer for payment, or by the 30th of the month following that in which the Targeted Enterprise(s) completed the work, whichever date is earlier.*

5.2 Exercise of authority

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

5.3 Designated representative

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

5.4 Insurances to be taken out by the Service Provider

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

5.5 Service Provider's actions requiring Employer's prior approval

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

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

5.6 Co-operation with Others

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

5.7 Notice of change by Service Provider

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

5.8 Safeguarding the Employer's data

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

5.9 Performance Security

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

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

6. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD

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

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

6.2 Royalties and the like

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

6.3 Independence

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

6.4 Corruption and Fraud

6.4.1 The Service Provider shall neither:

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

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

- i. *summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based,*

and calling upon the Service Provider to show cause, in writing, within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this Contract;

- ii. withhold all payments due;*
- iii. terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written response, to satisfy the Employer that his opinion is unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Employer and provided also that the Employer may recover from the Service Provider such sum as the Employer deems equivalent to the amount or value of any such gift, consideration or commission.*

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

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

7. SERVICE PROVIDER'S PERSONNEL

7.1 Provision of Personnel

- 7.1.1** The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.1.2** The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.1.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
- 7.1.3** The Service Provider shall:
 - a) forward to the Employer for approval, within 15 days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
 - b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
 - c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

7.2 Staff and equipment

- 7.2.1** The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.
- 7.2.2** Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

- 7.2.3 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval.
- 7.2.4 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced.
- 7.2.5 Except in the case of replacement resulting from death or where the Employer requests a replacement not provided for by the Contract, the Service Provider shall bear all additional costs arising out of or incidental to such replacement.
- 7.2.6 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.3 Working hours, overtime and leave

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

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

8.1 Commencement

The effective date of the contract shall be the date of the Form of Acceptance.

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

8.2 Completion

- 8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
- 8.2.2 The Service Provider, may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:
- variations to Services ordered by the Employer.*
 - failure of the Employer to fulfil his obligations under the Contract.
 - any delay in the performance of the Services which is not due to the Service Provider's default.
 - Force Majeure*
- 8.2.3 The Service Provider shall within 14 days of becoming aware that a delay may occur, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days thereafter deliver to the Employer full and detailed particulars of the request, in order that it may be investigated at the time.
- 8.2.4 The Employer shall, within 30 days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

- 8.3.1 *In this clause "Force Majeure" means an exceptional event or circumstance:*
 (a) *which is beyond party's control,*

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

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

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

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

- 8.3.2 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has *notified* the other Party within 10 days of its occurrence and within a reasonable time of *its estimated duration and consequences. Failure to so notify shall terminate that Party's right to release from his obligations.*
- 8.3.3 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the time for completion shall be extended by the extent of the delay plus a reasonable period for the resumption of work or, if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be necessary in the circumstances.
- 8.3.4 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to continue to be paid under the terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.
- 8.3.5 *If the Force Majeure event continues for more than 90 (ninety) days, either Party shall have the right to terminate this Contract with immediate effect.*

8.4 Termination

- 8.4.1 The Employer may in addition to his rights under sub-clauses 6.4.2, 6.4.3 and 10.5 terminate the Contract by giving not less than thirty (30) days written notice thereof to the Service Provider after the occurrence of any of the following events:
 - (a) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
 - (b) if the Service Provider becomes insolvent or bankrupt; or
 - (c) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
 - (d) *commission of an offence in terms of clauses 6.1 and 6.4;*
 - (e) *if the Service Provider acts in such a way, on this contract or any other contract with the Employer, that a statute relating to the combating of fraud, corruption, uncompetitive practice and the like can be invoked.*
 - (f) *In the event that its director/s of the Service Provider are found guilty by a Court of Law on the counts of fraud charges against them, Employer reserves the right to terminate the contract and to assert all legal recourse available to it.*

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

- 8.4.2 The Service Provider may terminate the Contract, by giving not less than thirty (30) days written notice to the Employer after the occurrence of any of the following events:
- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
 - (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds 6 months, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded 6 months; or
 - (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 days of the receipt of written notice requiring him to do so.
- 8.4.3 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.2, the Employer shall make the following payments to the Service Provider:
- (a) remuneration in terms of the Contract for Services satisfactorily performed prior to the effective date of termination *less any costs arising from termination*.
 - (b) except in the case of termination pursuant to events (a) and (b) of Clause 8.4.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- 8.4.4 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights or either Party against the other.
- 8.4.5 *Where required in terms of the contract data the surety delivered by the Service Provider in terms of this Contract shall remain in force until the completion of the project.*

8.5 Suspension

- 8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.
- 8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

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

10. SUCCESSION AND ASSIGNMENT

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

11. SUB-CONTRACTING

- 11.1 A sub-contract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to others.
- 11.2 The Service Provider shall not sub-contract to nor engage a Sub-contractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Sub-contractor shall be notified to the Employer. The Employer shall, within 14 days of receipt of the notification and a full motivation why such services are to be sub-contracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization, failing which the Sub-contractor shall be deemed to be approved by the Employer. If the Service Provider enters into a sub-contract with a Sub-contractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.3 The Employer shall have no contractual relationships with Sub-contractors. However, if a Sub-contractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Sub-contractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 11.4 The Service Provider shall advise the Employer without delay of the variation or termination of any sub-contract for performance of all or part of the Services.
- 11.5 The Service Provider shall be responsible for the acts, defaults and negligence of Sub-contractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the sub-contracting of any part of the Contract or of the engagement by the Service Provider of Sub-contractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.
- 11.6 The Service Provider undertakes to pay the sub-contractor the full value as certified as being due in each interim monthly account. The Service Provider further undertakes to make payment within 7 (seven) days after payment by the Employer or by the 25th of the month following that in which the sub-contractor invoiced for the work, whichever date is earlier.

12. RESOLUTION OF DISPUTES

12.1 Settlement

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

12.2 Mediation

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

12.3 Adjudication

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

12.4 Arbitration

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance

with the Rules for the Conduct of Arbitrations, current at the date of the contract, published by the Association or Arbitrators.

- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

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

13.2 Liability of the Employer

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

13.3 Compensation

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

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

13.4 Duration of Liability

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

13.5 Limit of Compensation

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

13.6 Indemnity by the Employer

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

13.7 Exceptions

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

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

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

- *Fee based on the cost of works.*

A final contract price shall be negotiated when the specific scope of works is identified for implementation by the Employer and shall consist of the following:

- *Separate payment for services that are additional to those provided for in the normal fee-based calculation;*
- *Time based fees; and*
- *Reimbursable expenses.*

C1.2.2 CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER**Clause No Contract Data**

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

- 3.5 The project is **PANEL OF ENGINEERING CONSULTANTS FOR ROUTINE ROAD MAINTENANCE WORKS ACROSS SOUTH AFRICA**. The location for the performance of the Projects are in various regions.
- 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.
 - b) Failure to capture structures inventory and condition updates onto ITIS before issue of Taking-Over-Certificate (TOC) = R5000.00/structure (bridges and major culverts) per week or part thereof subject to a maximum of R50 000.00 (excl. VAT) per structure.
 - c) Failure to disclose Sub-contractors = up to 10% of the Contract value (excl. VAT)
 - d) Late capture of monthly ITIS PIM date = R2,000.00/day (excl. VAT) applicable from the first day of the new month following the previous month end, subject to a maximum of 10% of the Contract Value.
 - e) Unresolved errors in monthly ITIS PIM data captured without evidence of logging issues = R2,000.00/day (excl. VAT) applicable from the first day of the new month following the previous month end, subject to a maximum of 10% of the Contract Value.
 - f) Late processing and submission of Contractor's Payment Certificate = R2,000.00/day (excl. VAT) applicable from the first day of the new month following the previous month end, subject to a maximum of 10% of the Contract Value.
 - g) Any audit finding raised against a contract by Internal Audit, AGSA, DOL/DFE related to duties of the Service Provider = R20,000.00/finding (excl. VAT), subject to a maximum of 10% of the Contract Value.
 - h) Late submission of draft as-built records = R2,000.00/day (excl. VAT) for every calendar day later than 3 (three) months after issuing the Taking-Over-Certificate, subject to a maximum of 10% of the Contract Value.
- The programme shall be submitted within 14 days of the award of the Contract.
- i) Late issuing of Job instruction for Contractor using ITIS Desktop/Mobile app for
 - a) Pothole reports on the Vala Zonke App by public for which job instruction has not been issued to Contractor.
 - b) Drains /Culverts/Bridges that silted up or where flood debris is blocking water ways within road reserve as identified from the bridge inspection.
 - c) Grass cutting causing unsafe conditions
 - d) Missing/Damages regulatory and warning signs causing unsafe conditions.

Paragraphs (a) to (d) above carries a penalty =R2000/day (exc VAT) for each calendar day that job creation instructions is issued late, subject to a minimum of 10% of the contracted value.

- j) CE/ACE not performing route verification inspection of quality of work done using the IT IS mobile app on a monthly basis=R20 000/Months (exc VAT)

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

The Service Provider is required to provide the following insurances:

1. Insurance against Professional Indemnity

The Service Provider will be required to provide a Professional Indemnity of minimum 5. million to be considered for the panel, however the cover will be assessed during project allocation relevant to the percentage of the works.

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

2. Insurance against General Public Liability

Cover is:

Cover is minimum: R10 million without a limit on the number of claims. The limit of liability is only provided to cover the Employer's damages and does not allow for the Service Provider's cost to defend any claim.

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

3. Third Party Liability

Cover is:

The Service Provider will be required to provide a Third-Party Liability of minimum 5. million to be considered for the panel, however the cover will be assessed during project allocation relevant to the percentage of the works.

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 Persons not listed by name in the Contract Data.
2. Appointing Sub-contractors for the performance of any part of the Service.
3. Expending any Provisional Sum in the Contract or Works Contract.
4. Authorising any work under a Works Authorisation for the Works Contract.
5. Over-expenditure on the Works Contract.
6. Changing the scope of work for the Works Contract.
7. Acceptance of sub-standard work under the Works Contract.
8. All aspects requiring the Employers approval in terms of SANRAL's Works Manual.
9. Making statements to the media regarding the project.

- 5.9 The provision of a Performance Guarantee will not be required under this Contract.

- 7.2 The **Key Persons** required for this project is:

X1 Contract Engineer has an active registration as PrEng or PrTech Eng

X1 Route Manager has an active registration with ECSA (or similar professional registration body) as PrEng, PrTech, PrTechni or with SACPCMP as Pr CPM.

X2 Assistant Route Manager has an active registration with ECSA as Candidate Engineering Technician or higher

1X Construction Health and Safety Manager (CHSM) has an active registration as CHSM with SACPCMP

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

- Site working hours
- Annual leave shall be taken during the recognized construction industry shutdown period.

- 8.1 The effective date of the contract shall be the date of the Form of Acceptance.
- The time to commence the performance of the Services is within 8 (eight) 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.
- 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 R10million.
- 14.6 Retention monies shall be 10% of the value of completed works up to a maximum of R50 000.00 (excluding VAT). Such retention monies shall be released by the Employer on receipt of an approved Contract Report and As-built material records and drawings within 1 (one) month of the issue of the Performance Certificate.
- 14.7 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 DETAIL**

The Service Provider is

Address:

Telephone:

Facsimile:

The authorised and designated representative of the Service Provider is:

Name:

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

.....

Telephone:

Facsimile:

Address:.....

E-mail Address:

B: KEY PERSON:

Key Person	Name	Indicate whether permanent or not permanent *
Contract Engineer		
Route Manager		
X1Assistant Route Manager		
X1Assistant Route Manager		
Construction Health and Safety Manager (CHSM)		

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

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

Name of Partners, Members or Directors	Appointment Date	Designation	Professional Registration Number

C1.3 OTHER STANDARD FORMS

C1.3.1 FORM OF GUARANTEE

Note to tenderer:

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

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

CONTRACT SANRAL: PANEL OF ENGINEERING CONSULTANTS FOR ROUTINE ROAD MAINTENANCE WORKS ACROSS SOUTH AFRICA

1. I/We, the undersigned,

.....and.....

in our capacity as

.....and.....

and as such duly authorised to represent:.....

.....

(hereinafter referred to as "the Guarantor") (in the case of a company a Resolution to be attached) do hereby hold at your disposal the amount of

.....(R.....) (the "guaranteed amount") for the due fulfilment by (insert the name of Service Provider) (hereinafter referred to as "the Service Provider") of its obligations to The South African National Roads Agency SOC Limited (hereinafter referred to as "SANRAL") in terms of the above stated contract between the Service Provider and SANRAL.

2. We hereby renounce the benefits of the exceptions *non numeratae pecuniae, non causa debiti, excussionis* and *divisionis*, the meanings and effect whereof we declare ourselves to be fully conversant.
3. We undertake and agree to pay to SANRAL the said guaranteed amount or such portion as may be demanded on receipt of a written demand from SANRAL, which demand may be made by SANRAL, if in your opinion and at your sole discretion, the said Service Provider fails and/or neglects to commence the work as prescribed in the contract or if he fails and/or neglects to proceed therewith or if, for any reason, he fails and/or neglects to complete the services in accordance with the condition of contract, or if he fails or neglects to refund to SANRAL any amount found to be due and payable to SANRAL, or if his estate is sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.
4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.
5. The said guaranteed amount or such portion as may be demanded may be retained by SANRAL on condition that after completion of the service as stipulated in the contract, SANRAL shall account to the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.
6. This guarantee is neither negotiable nor transferable and

- (a) must be surrendered to us at the time when SANRAL accounts to the Guarantor in terms of clause 5 above, or
- (b) shall lapse upon the issue of the Taking-Over Certificate for the construction Works of the project, and
- (c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.

7. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT ON THIS DAY

OF 20

GUARANTOR

NAME (IN CAPITALS)

AS WITNESSES: 1 2

NAMES (IN CAPITALS) 1 2

ADDRESSES: 1 2

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

This AGREEMENT made at
 on this the day of in the year
 between THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (hereinafter called "the Employer") on the one part, herein represented byTBA
 in his capacity as TBA
 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: NRA 2024/1338 PANEL OF ENGINEERING CONSULTANTS FOR ROUTINE ROAD MAINTENANCE WORKS ACROSS SOUTH AFRICA.

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatary shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either :
 - a) the date of the construction contract Performance Certificate issued in terms of sub-clause 11.9 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999) published by Federation Internationale des Ingenieurs-Conseils (FIDIC), as contained in Volume 1 of the contract documents pertaining to this contract, or
 - b) the date of termination of this contract in terms of Clause 8 of the CIDB's Standard Conditions of Contract for Professional Services.
3. The Mandatary declares himself to be conversant with the following:-

- a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandataries and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his sub-service providers.
4. In addition to the requirements of the agreed contract, the Mandatary further agrees to strictly adhere to his duties and responsibilities as set out in Regulation 6 of the Construction Regulations 2014.
 5. The Mandatary is responsible for the compliance with the Act by all his sub-service providers, whether or not nominated and/or approved by the Employer.
 6. The Mandatary warrants that all his and his sub-service provider's' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
 7. The Mandatary undertakes to ensure that he and/or his sub-service providers and/or their respective employees will at all times comply with the following conditions:
 - a) The Mandatary shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in Section 24 of The Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatary and/or his employees and/or its sub-service providers.

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

SIGNED FOR AND ON BEHALF OF 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)

BOOK 3 OF 3

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PART C2: PRICING DATA

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

C2.1.1 The Employer reserves the right to reduce or increase the scope of works according to the budget, or to terminate this contract, without payment of any penalty in this regard. The Bidder shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4. of the Standard Professional Services contract.

C2.1.2 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.

C2.1.3 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.

C2.1.4 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 C2.1.3 above.

C2.1.5 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.

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.

C2.1.6. 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.

C2.1.7 A tender may be deemed non-responsive if the offer is not completed in accordance with table and 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.

C2.1.8 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents

C2.1.9 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

C2.1.10 A final contract price shall only be negotiated when the specific Scope of Works is identified for implementation by the Employer.

C2.2 PRICING SUMMARY

Tenders are required to complete the pricing summary in accordance with the below pricing table.

STAGE	Fee % of Works contract value Below R90 000 000.00 Incl. vat	Fee % of Works Contract Value between R90 000 000.00 – R200 000 000.00 Incl. vat	Fee % of Works Contract Value between R200 000 000.00 – 350 000 000.00 Incl. vat	Fee % of Works Contract Value between R350 000 000.00 – R 500 000 000.00 Incl. vat	Fee % of Works Contract value above R500 000 000.00 Incl. vat
STAGE 1: ASSESSMENT PHASE (ROAD CONDITION REPORT)	%	%	%	%	%
STAGE 2: ADMINISTRATION & MONITORING OF WORKS CONTRACT	%	%	%	%	%
STAGE 3: CLOSE OUT	%	%	%	%	%
TOTAL PERCENTAGE	%	%	%	%	%

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

C3.1.2 Location of the project

The proposed project is located across SANRAL Network.

C3.1.3 Description of the project:

The Service Provider shall be required to provide services related to Administration and Monitoring of the Works of the Routine Road Maintenance on any National Road forming part of the SANRAL network, including any additional duties on an as and when basis.

The Construction monitoring services shall be for the duration of the Works contract which has a construction period of 5 years (excluding the defects notification period)

The site comprise of the road reserve of the existing National Route in the locality of award and will also include any future National Routes declared within the locality of award as may be required, including any SANRAL own properties. Written communication will be issued by the Client should the declared network of responsibility in an area change.

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

- Administration and Monitoring of the Works
- Additional duties
- Off Site Testing
- Close Out

C3.1.4 Project Cost Estimate

The final cost of the Works will depend on the strategy selected by the Employer based on the most appropriate and cost-effective options identified by the Service Provider during the administration and monitoring phase. Tenderers shall note that no adjustments to tendered rates will be applicable irrespective of the actual final cost of the Works.

C3.1.5 Standards, Manuals and Guideline Documents

The standards, manuals and guideline documents to be used in the project are as follows (latest revision to be used as applicable):

- TMH 3: Specifications for the Provision of Traffic and Weigh-in-Motion Monitoring Service
- TMH 8: Traffic and Axle Load Monitoring Procedures
- TMH 9: (Standard Visual Assessment Manual for Pavements)
- TMH 13: Network Level Pavement Surveillance Measurements
- TMH 14: South African Standard Automatic Traffic Data Collection Formats
- TMH 16: South African Traffic Impact and Site Traffic Assessment Manual
- TMH 17: South African Trip Data Manual
- TMH 19: Manual for the Visual Assessment of Road Structures
- Draft TMH 11: Standard Survey Methods
- TRH 3: Design and Construction of Surfacing Seals
- TRH 4: Structural Design for Flexible Pavements

- TRH 8: Design and Use of Hot Mix Asphalts in Pavements
- Draft TRH 12: (Flexible Pavement Rehabilitation and Design)
- Draft TRH 19 (Standard Nomenclature and Methods for Describing the Condition of Jointed Concrete Pavements)
- TRH 26: South African Road Classification and Access Management Manual
- The Employer's M1 Manual: (Code of Procedure Manual for Geotechnical and Materials Investigation, Design and Documentation)
- SANRAL's Code of Procedure for the Planning and Design of Highway Structures in South Africa
- SANRAL's Geometric Design Manual
- SANRAL's Drainage Manual
- SANRAL's Land Acquisition Guideline Manual for Consulting Engineers
- SANRAL's Statutory Control Guideline Manual
- The Highway Capacity Manual
- SANRAL's Highway Traffic Model (HTM)
- South African Pavement Engineering Manual (SAPEM)
- Highway Development and Management Model (HDM-4)
- South African Roads Design System (SARDS) (when available)
- South African Road Safety Audit Manual (SARSAM)
- The SAICE Code of Practice: The Safety of Persons Working in Small Diameter Shafts or Test Pits for Civil Engineering Purposes
- Current industry best practice
- Conditions of Contract for Construction: FIDIC; 1999
- Standard Specification for Routine Road Maintenance, April 2019, issued by SANRAL.
- The Employer's relevant proforma documentation for services, sub-services, evaluations, etc.
- Guidelines to formalise SANRAL's jurisdiction on National Roads (N14/5/6 revised manual)
- Routine Road Maintenance Guidance Manual, issued by SANRAL.

C3.1.6 Stakeholder and Community Liaison and Social Facilitation

a) Purpose

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

b) Existing contracts

The Employer currently has a routine road maintenance (RRM) contract in progress along the route. The Service Provider shall not visit the site for purposes of undertaking any investigation without first informing the Route Manager of the visit and what type of investigation is intended. The RRM contractor needs to be able to plan his accommodation of traffic duties and no inspection or investigation can take place without acquiring assistance from the RRM for safe conduct through the site or protection when undertaking intrusive or out-of-vehicle surveys. The Service Provider shall timeously liaise with the Employer and his appointed Route Manager in order to program the assistance required. The contact details of the parties involved in the RRM contract will be provided on the specific project the service provider is appointed on.

c) Stakeholders

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

- (i) Provincial departments;
- (ii) Municipal departments;
- (iii) Traditional authorities;
- (iv) Community interest groups;
- (v) Organised youth representation;
- (vi) Organised women representation
- (vii) Organised disabled people representation;

- (viii) Organised labour representation;
- (ix) Other structured community groups such as religion, education, farming, etc.;
- (x) Transport industry forums;
- (xi) Business sector forums;
- (xii) Road user forums;
- (xiii) Environmental interest groups;
- (xiv) Road safety interest groups; and
- (xv) Any other recognised relevant and representative structure

d) Target Area for the sourcing of labour for Construction Contract

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

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

e) Designated Group for Sub-contracting to Works Contractor

Unless otherwise stated in the Works Contractor's documents, a minimum of 30% (thirty percent) sub-contracting provision will apply as a contractual obligation and will be restricted to:

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

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

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

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

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

g) Duties of the PLC

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

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

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

The PLC shall execute the following duties:

Project Initiation and Design Stages:

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

- (i) Meet as often as required with the Employer and the Service Provider, to discuss and resolve the project's initiation and design stage matters, which are of interest or concern to project Stakeholders and affected communities, the Employer and the Service Provider;
- (ii) Peruse the standard TOR for PLCs and make recommendations on the duties of, and procedures to be followed by, the PLC to fulfil its duties;
NOTE: The principles of the TOR shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PLC.
- (iii) Act in accordance to the agreed TOR for the PLC;
- (iv) Inform the Employer of any training that members of the PLC require to execute its duties;
- (v) Assist the Employer and Service Provider to source suitable candidates for the position of Project Liaison Officer (PLO);
- (vi) Observe and verify that the procedures applied by the Employer and Engineer to select and employ the PLO were executed in a fair and transparent manner and were within the prescripts of the relevant legislation and regulations;
- (vii) Make recommendations to the Employer and Engineer in identifying the project's Target Area(s), from which Targeted Labour will be employed, for inclusion in the Tender Documents and endorse the identified Target Area(s); and
- (viii) Make recommendations to the Employer and Engineer in identifying the project's Target Groups for inclusion in the Tender Documents and endorse the identified Target Groups.

Project Construction Stage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Duties of the PLC:

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

h) Duties of the PMT

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

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

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

i) Targeted Labour Database

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

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

j) Targeted Enterprises Database

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

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

C3.1.7 Permits and authorisations

As approvals are essential prior to the commencement of the Works, the Service Provider shall be responsible to ensure that all submissions to the relevant approving authorities is completed by the milestone date tabled in clause C3.1.8.

C3.1.8 Project Programme

The Service Provider shall programme its duties in such a manner so as to complete the various phases of the total project within the milestone dates specified below.

	Project Stage/Phase	Dates
A	Submission of Tenders / Proposals	TBC
B	Appointment of Service Provider	TBC
C	Project Hand-over meeting	TBC
D	Works Contract Handover	TBC
E	Submission of draft Contract Report & as-built data	TBC
F	Submission of final Contract Reports and as-built data	TBC

The Service Provider shall submit a programme indicating these milestones to the Employer within 14 days of the date of the letter of acceptance of tender.

C3.1.9 Penalties and delays

Penalties shall be applied for poor performance as specified in the Contract Data. 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.

C3.1.10 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

b. Minimum requirements

Key Person	Professional Registration	Qualification
Contract Engineer	Active registration with ECSA (or similar professional registration body) as PrEng or PrTech Eng	Civil Engineering qualification (Diploma) -NQF 6 or Civil Engineering qualification (Degree/Post Grad) -NQF7 or higher degree
Route Manager	Active registration with ECSA (or similar professional registration body) as PrEng, PrTech, PrTechni or with SACPCMP as Pr CPM	Civil Engineering qualification (Diploma) -NQF 6 or Civil Engineering qualification (Degree/Post Grad) -NQF7 or higher degree
Assistant Route Manager	Active registration with ECSA as Candidate Engineering Technician or higher.	Civil Engineering qualification (Diploma) -NQF 6 or Civil Engineering qualification (Degree/Post Grad) -NQF7 or higher degree
Construction Health and Safety Manager	has an active registration as CHSM with SACPCMP	Programme/certification in Health & Safety Management - NQF 3 -5 Or Health Safety National Diploma - NQF6 or higher

C3.1.11 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, design and tender documents submitted for review shall be discussed at specially convened meetings prior to their finalisation.

Attendance at the meetings and liaisons shall include joint venture members and/or Targeted Enterprise(s) (if any), sub-service providers and the designated key persons. A key person shall not be substituted by another Service Provider employee unless express permission for this has been sought from and approved

by the Employer in writing. The Employer shall have the right to delay a meeting because of the non-availability of a key person and any delay costs so incurred shall be for the account of the Service Provider.

i) Project hand-over meeting

The date of the meeting will have been fixed and notice for it and an agenda included with the letter of acceptance of the Service Provider's offer.

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

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

Topographical surveys and the Land Acquisition process must form an integral part of the Service Provider's programme and must be listed separately in their proposed programme.

In addition, the Service Provider's programme must have careful regard to the need to produce Property Reports at the earliest possible time. This aspect may necessitate the presence of the PSP at this meeting.

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

Duties of some sub-service providers are not directly related to the development and production of the project design; nevertheless, because of the severe impact their progress can place on the programme, their presence at, and participation in, design progress discussions is not negotiable. They shall attend progress meetings and any delays caused by postponements due to their non-availability shall be to the account of the Service Provider.

b) Other project related meetings

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

i) Project Liaison Committee (PLC) meeting

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

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

ii) Works Contract Hand-over meeting

It is required that the Contract Engineer and the Engineer's Representative (Resident Engineer) attend the works contract hand-over meeting.

C3.1.12 Risk Management

The concept of risk shall be discussed at all meetings, starting with the hand-over meeting. The Service Provider shall identify restrictions and limitations on the design development that the various processes may impose, estimate the probability that they will impact on performance, advise what measures are proposed to avoid them and what mitigating measures could be taken to mitigate in the event they do occur. This creates a risk register that must be raised and discussed at each successive progress meeting.

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

A base risk register shall be discussed and recorded at the hand-over meeting. It shall be re-visited at each successive progress meeting to confirm the status of each and record any changes. The opportunity to add more or remove others will also be discussed at the progress meetings.

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

C3.1.13 Document Management

Three (3) hard copies (or otherwise agreed with the Employer) of draft reports and/or documents shall be submitted 10 (ten) calendar days prior to the meeting dates for discussion purposes. All changes emanating from these meetings shall be incorporated into a final version. The record of the changes shall be by means of track changes to the draft version and submitted in CD format.

When a volume consists of more than 1 book, the number of the volume appears on the cover and on the title page, together with the number of the book, e.g. Volume 3: Book 1 of, or Volume 3: Book 2 of

All reports and/or documents shall utilise the Employer's pro-forma formatting without alteration unless specific request for a change has been submitted to and approved by the Employer. Pro-forma report formats are contained in Part C4: Site Information.

The table below lists the requirements of documentation that the Service Providers shall apply, unless otherwise agreed with the Employer.

Table 3.1.12: Documentation Requirements

Document Characteristics	Draft Reports/Documents	Final Reports/Documents	Books of Drawings
Page	A4 80g/m ²	A4 80g/m ²	A2 80g/m ²
Cover page layout	Employer's pro-forma works document cover page with appropriate wording for the specific report/document compiled		
Cover	White 80g/m ²	Reports: Tokai Blue 160g/m ² Documents: Red 160g/m ²	Draft: White 80g/m ² Final: Red 160g/m ²
Printing All left-hand margins to be 2.5cm Printing to be left justified	Back-to-back pages	Reports: back-to-back Contract document: back-to-back except: - New sections - All returnable schedules - Pricing schedule	All on separate pages
Binding Maximum thickness	Plastic ring binders	Reports: plastic ring binders Contract documents: stapled,	Draft: Stapled and bound

to be 3cm		glued and bound	Final: stapled, glued and bound
Number of paper copies	3 (three)	Reports: 1 (one) Tender documents: 1 (one) Tender evaluation: 2 (two) Contract documents: 2 (two) original for signature and 1 (one) copy	Draft: 3 (three) Final: 2 (two) original for signature and 1 (one) copy
Number of electronic copies	1 (one) CD/DVD	1 (one) CD/DVD 1 (one) CD/DVD of signed contract	1 (one) CD/DVD
Electronic format	MS Office 2013 and PDF	MS Office 2013 and PDF	PDF

C3.1.14 Management of Drawings

When the Service Provider produces drawings, he shall, where applicable, use the Employer's typical details and when doing so they shall become integrated into the Service Provider's detail design for which he will assume full professional responsibility.

The requirements shown on the Employer's proforma drawing, available on the Employer's web site, shall be used. Drawings shall incorporate what has been discussed and agreed at the various progress meetings. All drawings issued to the contractor shall be fully signed and any amendments thereof shall also carry full original signatures.

C3.1.15 Safety

This part of the specification has the objective to assist the Service Provider entering into contracts with the Employer that they comply with the Occupational Health and Safety (OH&S) Act, No 85 of 1993, as well as all applicable Regulations. Compliance with this document does not absolve the Service Provider from complying with minimum legal requirements and the Service Provider remains responsible for the health and safety of his employees and those of his Mandataries. The Service Provider shall therefore include this part of the specification to any contract that he may have with sub-service providers and/or suppliers.

This part also covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the Service Provider shall comply with in order to reduce the risks associated with this contract, which may lead to incidents causing injury and/or ill health. In this matter the spirit and intention of Regulation 5(1)(l) of the Construction Regulations, 2014, regarding negotiations between the parties, related to the contents and approval of the Health and Safety Plan, must be complied with.

The Service Provider shall on award or the contract become the Client's Agent in terms of Construction Regulation 5(5); (6) and (7) of the Occupational Health and Safety Act (Act 85 of 1993). The duties and responsibilities as the Client's Agent are as prescribed in Construction Regulation 5(7).

For purposes of clarity typical duties required of the service provider are given below, but they shall not be interpreted as being exhaustive and if any conflict between them and the legislated Construction Regulations occurs the latter shall rule.

a) Project Specific Requirements

The following is a list of Baseline Risk Assessment and project specific health and safety specifications prepared by the Client in terms of Construction Regulation 5(1)(a) and 5(1)(f).

i) Baseline Risk Assessment for Design Phase

- Working in elevated positions (e.g. Bridge Inspections)
- Working over water environments (e.g. Bridge Inspections)
- Excavation – locating existing underground services, digging test pits

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

ii) Baseline Risk Assessment for Supervision Phase

- Clearing and grubbing of the area/site
- Site establishment including:
 - Office(s)
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
 - Temporary fuel storage, where applicable
 - Laboratory establishment, where applicable (Client responsibility)
- Dealing with existing structures – possibility of asbestos
- Location of existing services, e.g. gas, telecommunications, electrical supply and similar
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Health risks arising from neighbouring as well as own activities and from the environment, e.g. threats by dogs, bees, snakes, lightning, etc.
- Exposure to a water environment
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/Aids and other diseases such as silicosis or asbestosis, where applicable
- Hazardous Biological Agents that could lead to epidemics and pandemics
- Use of portable electrical equipment including:
 - Angle grinder
 - Electrical drilling machine
 - Circular saw
 - Generator
- Excavations including:
 - Ground/soil conditions
 - Trenching
 - Shoring

- Drainage of trenches
- Welding including:
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading and off-loading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including:
 - Trenching machine
 - Excavator
 - Sit-on roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Grader
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances, e.g. petrol, diesel, cement, asphalt, bituminous materials and similar
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines (High and low)
- Work adjacent or in proximity of railway lines
- Work adjacent or in proximity of traffic
- Working at heights
- Working in confined spaces – tunnelling
- Formwork and support work (temporary works) including scaffolding
- Demolition work, where applicable
- Bulk mixing plant, where applicable
- Environmental impacts such as pollution of water, air or soil

b) Design Phase

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

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

c) Construction Phase

During the construction phase the supervising Service Provider must ensure that the Employer's duties are continuously fulfilled, meaning that the Service Provider has to include amongst its permanent monitoring staff at least one appropriately trained member. In addition the Service Provider must conduct monthly internal audits to ensure the site personnel are adhering to the statutory requirements. Costs for performing

this duty are recoverable via the rate offered for this scheduled item of work. An Occupational Health and Safety Audit Questionnaire is included in Appendix A in Part C4 for this purpose. This audit may be conducted by either the appointed registered Professional Construction Health and Safety Agent (Pr. CHSA) or a registered Construction Health and Safety Manager that is contracting-in or employing a Pr. CHSA or who is contracted-in or employed by a Pr. CHSA..

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

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

d) Health related Epidemics and Pandemics

The Service Provider shall, as far as reasonably practicable make provision for health-related epidemics and pandemics that is declared by Authorities. The Employer is aware that this provision will not speak to specific cases. Once the nature and scale of the epidemic or pandemic is known, the Service Provider must ensure that the requirements stipulated in the Hazardous Biological Agents (HBA) Regulation are adhered to and in particular the following as described in the mentioned Regulation:

- Information and training of employees
- Duties of person that may be exposed to HBA's
- Risk Assessments by the Employer (Service Provider)
- Monitoring exposure at the workplace
- Medical surveillance of employees
- Keeping of records
- Control of Exposure to HBA's
- Personal Protective Equipment and facilities
- Maintenance of control measures and facilities
- Prohibitions

e) General Occupational Health and Safety Provisions

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

NOTE: The above duties shall not be interpreted as being exhaustive and if any conflict between them and the legislated Construction Regulation arises, the latter shall rule.

C3.1.16 Procedure for procurement of sub service providers

A sub-service is taken to mean any service necessary for the production of the project design and later construction, 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. 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 pro-formas 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 and 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.

Service Providers appointed on a project are not permitted to bid for any sub-service related to the project.

The minimum requirements for different types of sub-services to be procured under provisional and/or prime cost sums are described in Part C4: Annexure I.

C3.1.17 The Employer's Integrated Transportation Information System

The Employer has developed a comprehensive information management tool called ITIS (Integrated Transportation Information System) to address all facets of its strategic and tactical planning, design, construction and maintenance of the entire road network. This provides support for the management tasks of the Employer and to allow the personnel to make technical decisions more quickly and efficiently.

ITIS is an integrated approach to the sharing and inter-relating of technical performance information for the Employer and relies on people following procedures to populate system with data. ITIS currently consist of the following platforms:

- ITIS Web – Web enabled portal providing online access to various functions, workflows and reports.
- ITIS Desktop – Offline data capture tool enabling the capture of information offline, validation and then synchronisation of data with the ITIS database.
- ITIS Mobile – Application (Android 6 or later) that allows the in-field capture of information using a smart phone or tablet (must have camera and GPS), validation and then synchronisation of data with the ITIS database.

The Employer then has several ITIS modules running on any of the above ITIS platforms which affect the Consultant and Contractor, who will need to use these modules to perform certain procedures and to provide required information. The current modules applicable to routine road maintenance and their description are as follows:

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

User manuals for the various functions can be downloaded from <https://itis.nra.co.za/Portal/MyAccount/UserManuals> after the successful registration as a public user. The ITIS public user registration procedure is explained in the document as attached in Part C4: Appendix G.

C3.1.17.1 Routine Road Maintenance ITIS Module

The Employer's ITIS module is managed by the Engineer, which records the work done and prepares a payment certificate. The timelines for the various stages of the Interim Payment Certificate from the initial preparation by the Engineer, to the submission by the Engineer to the Employer for payment, will be identified by the Employer, and may vary in certain months due to financial deadlines, or shutdown periods.

The workflow sequence is as follows:

- (i) Work is identified by the Engineer or Contractor.
- (ii) Engineer prepares an interim Job Instruction using the ITIS mobile application for the work to be executed.
- (iii) Contractor determines whether he will do the work or allocate the work to an appointed sub-contractor using the ITIS mobile application.

- (iv) The Engineer then issues the finalised Job Instruction for the work to be executed, complete with measurement and rates of the work to be executed via the ITIS mobile application.
- (v) On completion of the work, the Contractor provides measurement of the work executed via the ITIS mobile application, which the Engineer checks for quality and measurement acceptance.
- (vi) The Engineer signs off the details of the Job Instruction, partially or fully completed, on the ITIS module.
- (vii) On a measurement date determined by the Engineer the completed Job Instructions shall be included in an ITIS payment certificate, the Engineer shall provide a draft ITIS payment certificate to the Contractor for checking purposes.
- (viii) The Contractor shall notify the Engineer of any amendments or corrections to the draft ITIS payment certificate.
- (ix) The Engineer shall then prepare the Interim Payment Certificate from ITIS module for submission by the Contractor as his Statement in terms of sub-clause 14.3 of the FIDIC Conditions of Contract, for approval by the Engineer and submission to the Employer for payment.

~~C3.1.17 Participation of Targeted Enterprises~~

~~The Employer may stipulate the involvement of Targeted Enterprise(s) in the project design and construction as a mechanism to broaden the economic share of the national spend on engineering services and as a means to hasten and improve the transfer of technical skills.~~

~~The Service Provider's Targeted Enterprise(s) become a contractual commitment upon award.~~

- ~~a) The Targeted Enterprise(s) shall be involved throughout the project stages and the percentage tendered in the Contract Data shall be applicable to actual work split (excluding all provisional and prime cost sums but including site staff salaries) amongst the following stages:

 - ~~• Project Assessment stage~~
 - ~~• Investigation for Design Development~~
 - ~~• Design Development stage~~
 - ~~• Tender Documentation~~
 - ~~• Clarification Meeting, Tender Period & Tender Evaluation~~
 - ~~• Administration and Monitoring of the Works~~
 - ~~• Additional duties, special services and specialist advice~~
 - ~~• Quality control~~
 - ~~• Close out~~~~
- ~~b) The use of Targeted Enterprise personnel as site staff during the administration and monitoring of the Works phase is included as part of the percentage tendered in the Contract Data.~~

C3.1.18 Training

- a) Service Provider's staff

The Employer encourages training of candidate engineers or undergraduates requiring experiential training on this project. Training of the Service Provider's own permanent staff, temporary staff or Targeted Enterprise involved in this project becomes a reportable monthly event in terms of time and cost attributable to the Employer's spend from its allocated budget. Separate allowance has been made to train the Service Provider's and Targeted Enterprise's staff as assistants to certain required positions.

- b) Employer's trainees

The Employer may enter into a separate arrangement with the Service Provider for training of its own permanent employees as a secondment for the express purpose of providing its candidate engineers with design and/or site supervision experience. The Employer may also enter into an arrangement with the Service Provider to provide experiential training to students.

The design phase provides the opportunity for students and candidate engineers to receive training. Three distinct categories of training are recognised. The first, and most formal, is the placement of the Employer's candidate engineers with the Service Provider for training distinctly geared to professional registration with the Engineering Council of South Africa (ECSA). The training provided shall be predominantly, but not exclusively, related to this project and may be subject to scrutiny and inspection in loco by the Employer who

is responsible for candidates' remunerations. The trainees are expected to work according to the Service Provider's terms and conditions of employment, especially those related to confidentiality. They are to be treated as if they were the Service Provider's own full-time personnel. No allowances shall be made for working overtime.

Less formal will be experiential training the Service Provider is requested to provide to university or university of technology undergraduate students. The training provided must be in accordance with the academic institution requirements.

The Service Provider, apart from providing the technical training, shall also provide trainees with all the tools (including appropriate information technology hardware and software) and space necessary to carry out engineering or survey work as if they were the Service Provider's own permanent staff.

Reporting on training progress of each candidate engineer and student shall be compiled according to the formats and intervals set by ECSA (for engineering students) or SAGC (The South African Geomatics Council).

~~C3.1.19 Contract(s)/Agreement(s) with Targeted Enterprise(s)~~

~~The Service Provider shall enter into a contract/agreement with the Targeted Enterprise(s) to provide them with the opportunity to participate in SANRAL projects under their guidance. Copies of the contract/agreement(s) shall be provided to the Employer.~~

~~C3.1.20 Multiple Strategies~~

~~Service Provider appointments by the Employer premise the fundamental concept that the Service Provider is capable of providing a design that is not just fit for purpose but also carries the hall mark of value for money. The design strategy on which the Employer has based his budget has been explained in section C3.1.4. It is expected of the Service Provider to interrogate the appropriateness of this design and to offer alternatives to it for consideration by the Employer.~~

~~C3.1.21 Communication Management~~

~~Communication management must be identified early in the life of the project and discussed with the Employer as to who shall be responsible for liaising with which party and to define the limits or authority that either party has to speak for or commit the other.~~

~~At the earliest stage of design development, the Service Provider should have already identified the relevant and potential stakeholders in the project and list those that may play a sanctioning role that could accelerate or delay delivery of the project.~~

~~C3.1.22 Services~~

~~The early identification of services is a critical element in the project. The Service Provider shall identify those that are observable during the project assessment stage and those resulting from further later investigations.~~

~~During the design development phase, the Service Provider shall continuously liaise with the identified service owners (who form part of the strategic partners) and with the Employer. A first step is to search for any wayleave or similar authorisation agreement for the service to be placed within, alongside or across the project site. All liaisons shall be formal and in writing.~~

~~Service relocation may be required. If any design is required to temporarily or permanently relocate the service such design shall not be to the Employer's account unless agreed during liaison with the service owner. Regardless that any agreement is reached the Employer shall not take responsibility for the subsequent design, it being deemed that it cannot assume liability for property that it does not own or operate. However, the Service Provider is at liberty to offer its design capabilities to the service owner under an agreement between them. The service owner's design cost recovery may be via the contract should the Employer and service owner so agree, but no design liability shall pass to the Employer.~~

C3.2 PROJECT ASSESSMENT STAGE (ROAD CONDITION REPORT)

C3.2.1 Scope

This section covers the part of the design process which requires detailed visual assessment surveys for the compilation of a Road Condition Report.

C3.2.2 Standards

Detailed visual assessments shall be carried out. A Road Condition Report shall be submitted to the Employer prior to the preparation of tender documents. An example of a Road Condition Report is included in Annexure A.

C3.2.3 Existing data

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

C3.2.4 Visual condition survey

The Service Provider shall carry out a detailed visual assessment survey of the pavement's existing condition utilising experienced personnel in order to ascertain the current overall pavement condition. This survey shall also include the identification of any other associated aspects located within the road prism affecting the functionality/structural integrity of the pavement and/or road safety issues including:

- Detailed description of interchanges and intersections
- Road furniture and concrete drains information
- Pavement Management System information
- Traffic information
- Historic Road Maintenance information
- Sub-contractor's information
- Future maintenance and rehabilitation projects
- Bridge Joints

The Service Provider shall carry out a detailed visual survey of all additional SANRAL properties forming part of the site.

The survey shall include:

- Grass cutting and bush clearing
- Fence repair needs
- Information on illegal occupation, rubbish dumping and illegal advertisements

C3.2.5 Structures

The Service Provider shall draw up a list of all structures and conduct safety inspections at least once in 12 (twelve) months in terms of the Construction Regulations. Safety inspections for newly constructed structures must be conducted every 6 (six) months for the first 2 (two) years. The format of the safety inspection is provided in Part C4: Appendix F. The following structures must be inspected:

- Bridges
- Major culverts
- Other culverts
- High mast lights and mast over 10m high
- Walls over 2m high
- Gantries
- Tunnels
- Buildings

Safety inspection records must be submitted to the Employer in the prescribed format at least once in 12 (twelve) months or every 6 (six) months for the first 2 (two) years for newly constructed structures. Uploading of this information into ITIS will be required once the module is functional in ITIS/ITIS Mobile.

Waterway inspection on all structures crossing a waterway must be carried out at least once in 12 (twelve) months or after any significant storm event. The waterway inspection form is also provided in Part C4: Appendix F.

C3.2.6 Occupational Health and Safety obligations

Notwithstanding that this scope of works prescribes various procedures in terms of health and safety requirements the Service Provider cannot rely on these as the sole source of his obligations in terms of the Occupational Health and Safety Act (Act 85 of 1993) and accompanying Regulations. Nothing herein shall absolve the Service Provider from conforming to all the requirements of the said Act and Regulations and in the event of conflict between the provisions of this scope of works and the statutory provisions, the latter shall prevail.

C3.2.7 Market Analysis and Databases

The Service Provider shall undertake a market analysis in terms of the CIDB guidelines for undertaking a feasibility study (CIDB grading, Central Supplier Database (CSD), etc.) of availability and type of Targeted Enterprises for the Works Contract. The Service Provider shall further set up databases for Targeted Enterprises and Targeted Labour, assist local Targeted Enterprises to register on the CSD and maintain and update these databases on a monthly basis.

C3.2.8 Measurement and Payment

The duties in this chapter will be paid for under the percentage fee tendered in Stage 1: Assessment Phase (Road Condition Report).

Payments will be made on a pro rata basis until all obligations are met.

C3.3 TENDER DOCUMENTATION

C3.3.1 Scope

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

C3.3.2 Tender Documentation

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

- ~~i) **VOLUME 1:** The FIDIC Conditions of Contract for Construction, 1999 issued by the International Federation of Consulting Engineers (to be purchased separately by tenderers).~~
- ~~ii) **VOLUME 2:** The Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition) prepared by the Committee of Transport Officials, (COTO), as amended.~~
- ~~iii) **VOLUME 3:** The Project Document, which includes Conditions of Tender, Particular Conditions of Contract, Scope of Works and Forms, all in accordance with the Employer's standard proforma document.~~
- ~~iv) **VOLUMES 4 and 5:** Books of Construction Drawings for tender purposes (if required).~~
- ~~v) **VOLUME 6:** Materials Investigation and Utilisation Information (if required by the Employer to be bound separately)~~
- ~~vi) **VOLUME 7:** Environmental Management Programme (if required by the Employer to be bound separately).~~

C3.3.3 Compilation of Final Tender Document

~~The Service Provider shall adhere to the following process:~~

- ~~i) Compile and submit all relevant draft tender documentation for the purpose of discussion with the Employer.~~
- ~~ii) Subsequent to discussion of the draft documentation, the Service Provider shall:~~

- ~~compile final documents incorporating all the amendments arising therefrom the discussion;~~
- ~~compile and write the requisite number of complete sets of document on CD's/DVD's with the standard cover detail imprinted on the CD/DVD as well as the CD/DVD case~~
- ~~prepare the requisite number of paper copies of the complete set of the tender document;~~
- ~~deliver the CD's/DVD's and paper copies to the Employer's regional office before the tender document availability date specified in the Tender Notice and Invitation to Tender.~~

~~In the event where draft documentation is of sub-standard/poor quality, the above mentioned process will be repeated. In such circumstances the additional time spent by the Employer shall be paid for by the Service Provider as specified under Additional Duties.~~

~~C3.3.4 Tender Advertisement~~

~~The Service Provider shall prepare the tender advertisement and submit to the Employer who will place the tender advertisement with the relevant organisations.~~

~~C3.4 CLARIFICATION MEETING, TENDER PERIOD AND TENDER EVALUATION~~

~~C3.4.1 Scope~~

~~This section covers the requirements and process for the Contractors' clarification meeting, tender period and evaluation of tenders received for the Works Contract.~~

~~C3.4.2 Clarification Meeting~~

- ~~i) The Service Provider shall prepare a tender presentation of the scope of the works for a clarification meeting and submit to the Employer's Procurement office for uploading onto the Employer's website, for prospective tenderers for the Works Contract in accordance with the Employer's standard requirements, which shall, inter alia, include the following: Presenting an agenda for the meeting.~~
- ~~ii) Introduction of the team, including the Employer's Project Manager and Procurement Officer, the Service Provider's personnel, other Stakeholders, if any (for example, Provisional Government Officials, members of the PLC and the PLO).~~
- ~~iii) Describing the Conditions of Tender and Tender Data.~~
- ~~iv) Describing the Conditions of Contract and Contract Data.~~
- ~~v) Describing the Works with as much detail as is required for specific items or operations.~~
- ~~vi) Describing important aspects of the project, e.g. limits of the Contract, location of borrow pits/quarries, bridge sites, display of core samples, etc to provide a holistic overview.~~
- ~~vii) Announce any amendments made to the tender documents.~~
- ~~viii) Providing an Employer's email address for submission of any clarification questions.~~
- ~~ix) The estimate for the cost of the Works shall not be divulged.~~

~~C3.4.3 Tender Period~~

~~The Service Provider shall in all cases only communicate, through the Employer, with all tenderers during the tender period in accordance with Conditions of Tender for the works contract. The actions below need to be followed:~~

- ~~• Compiling for distributing by the Employer minutes of the clarification briefing as an addendum at least 10 (ten) working days before the date and time of tender closure.~~
- ~~• Attending to any technical queries or points of clarification requested by tenderers by providing questions and answers to the Employer for distribution as part of any addenda.~~
- ~~• Compilation for distribution, by the Employer and confirmation of receipt by all tenderers of any addenda to the Tender Document.~~
- ~~• Informing and obtaining approval from the Employer of any unresolved enquiries, potential alternative proposals of which notice has been received from tenderers and changes to date for submission of tenders.~~

~~C3.4.4 Tender Opening and Tender Evaluation~~

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

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

- ~~— Conduct the technical and financial analysis and risk assessment of postulated tender as well as alternative tenders.~~
- ~~— Advise tenderers, in terms of Conditions of Tender through the Employer of any arithmetical, or other corrections made to errors in the extension of rates and/or totals in their tenders and the effect of such corrections and receive written acceptance of such corrections.~~

- ~~Identify imbalanced rates and request acceptable explanations and/or adjustments thereof in terms of Conditions of Tender through the Employer, which shall be taken into account in the tender evaluation process.~~
- ~~Make available to the Employer (SANRAL Head Office – W Lategan) 1 (one) electronic copy of the Pricing Schedule of the lowest 2 (two) responsive tenders.~~

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

~~The Tender Evaluation Report shall conform to the requirement of the Employer's proforma document with respect to content and format. One (1) electronic copy of the Tender Evaluation report shall be submitted to the Employer on or before the date specified in Clause C3.1.8. **It is important to note that the evaluation of tenders and the compilation of a tender Evaluation Report will be on a similar SANRAL project from another Service Provider, in the case where the Service Provider compiled the tender documents for the Works Contract.**~~

C3.4.5 – Alternative Tenders

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

~~The Service Provider shall present the analysis of alternative tenders along with recommendations in the Tender Evaluation Report. Assessment and evaluation of alternative tenders pertaining to, for example, alternative seal or asphalt types, changes to contract period or such like shall not be subject to additional payment.~~

~~In cases where an alternative tender requires detailed analysis, e.g. design checks, the Service Provider shall submit a motivation, together with a cost estimate, to the Employer for approval prior to commencing with any additional detailed analysis. Such a cost estimate shall be based on rates tendered in accordance with Section C3.7.~~

C3.4.6 – Contract Documents for the Works

~~The Service Provider shall, within 14 (fourteen) days of the date of the Letter of Acceptance, prepare and courier 2 (two) sets of contract documents for signature. These documents shall be prepared in accordance with the requirements listed in the Employer's proforma document. One (1) electronic copy in pdf format of a fully signed (by all parties) contract shall also be submitted. The number of additional sets of contract documents for use by the Engineer and his site staff shall be at the discretion of the Service Provider.~~

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

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

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

~~The Engineer shall assess the performance guarantee provided by the Contractor for conformance with the proforma working in the tender documentation and if satisfied, shall thereafter submit it to the Employer for safe keeping.~~

C3.5 ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT

C3.5.1 Scope

This section covers the duties and obligations of the Service Provider in the provision of the Engineer and site supervisory staff for the administration, construction monitoring and measurement of the Works carried out by the Contractor appointed by the Employer.

C3.5.2 Standards

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

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

C3.5.3 Administration and Monitoring

(a) Fulfilling the functions of the Contract Engineer

The appointed Engineer for the project shall be that person listed in the tender, who shall be authorized by the Service Provider to carry out the work intended by the specifications and the duties required by the FIDIC general conditions of contract. Any alternative person to that offered in the tender shall possess similar competencies and experience and shall only be approved by the Employer if such alternative offer is as a result of genuine unforeseen circumstances.

Towards the latter part of the Administration and Monitoring phase, the Assistant Contract Engineer (ACE) (if any), shall be afforded the opportunity to act as Contract Engineer (CE) in order to gain experience in this position, to assist in qualifying in this position in future contracts.

The duties of the Engineer shall be in accordance with the Employer's standard requirements and shall, *inter alia*, include:

- i) Conduct meetings with affected communities and relevant forums, if necessary, to establish communication channels and to determine issues impacting on the construction phase.
- ii) Appointment of suitable, able and competent site staff, together with the administration of such staff (including those of any independent service provider/s as approved).
- iii) Arranging and attending monthly site meetings and keeping minutes of such meetings.
- iv) Making arrangements on behalf of the Employer for the provision and reproduction of such drawings and documents as may be required by the contractor and site staff for the execution of the works.
- v) Fulfilling all functions and obligations stated or implied for the Engineer, and delegated to the Engineer's Representative, in the Employer's Particular Conditions of Contract, Standard Specifications or Scope of Works or any other document applicable to the control and administration of a works contract.
- vi) Issuing instructions to the Contractor, co-coordinating and generally inspecting the execution of the Works for compliance with the contract at such intervals as appropriate for the purpose of the proper inspection of the works, directing site staff and delegating the detailed and day-to-day supervision/inspection of the works and site administration.
- vii) Advising the Employer regarding the inspection and testing of such materials and plant as are usually inspected and tested and arranging for such inspection and testing to be carried out in accordance with current appropriate codes, manuals and guidelines.
- viii) Arranging for the carrying out of performance or acceptance tests and surveys as required by the Employer.
- ix) Approve all materials and or surfacing designs as may be required.
- x) Actively manage, report and assisting the Contractor on training, development and empowerment programmes committed to by the Contractor in relation to his tendered Contract Participation Goals. Monitor and report monthly on training, empowerment, capacity building, development of Targeted Enterprises, labour and staff returns, and any such aspects on the Employer's Project Information Module. Separate allowance for payment for this duty has been made in the Pricing Schedule.

- xi) Monitor and report on conformance to all relevant Environmental legislation and requirements.
- xii) Monitor and report on conformance to all relevant Occupational Health and Safety legislation including regular internal audits to be conducted by the Service Provider's nominated specialist, arrangement for visits by the designer at identified critical phases of construction and recording/reporting of Section 24 incidents.
- xiii) Checking and controlling of quantities measured and agreed by the Contractor and the site supervisory staff and settling any disputes that may arise in this regard.
- xiv) Issuing certificates electronically to the Employer for payment to the Contractor in accordance with the conditions of contract.
- xv) Review and analyse claims and/or disputes or differences that may arise between the Employer and Contractor. Present to the Employer the Engineer's ruling on a claim and/or dispute. All duties with regard to claims and/or disputes will be paid for under Additional Duties.
- xvi) Issuing Works Authorisations, as agreed with and approved by the Employer.
- xvii) Provide the Employer with progress and other reports on all aspects of material importance regarding the Works.
- xviii) Identification of risks to the Employer under the Works Contract, as well as communicating mitigations measures to the Employer.
- xix) Provide the Employer within 3 months of issuing the Taking-over Certificate of the works with such draft construction reports, materials as-built records, as-built plans and all other documents normally associated with contract administration. The final reports/records shall be provided within 1 month of the issue of the Performance Certificate for the Works contract.
- xx) Certain construction monitoring duties may be delegated to a Route Manager.
- xxi) Frequent inspection of the site shall be made so that problems may be identified, the causes identified, the methods of repair stipulated, job instructions issued and the repairs carried out timeously. It shall include night inspections of the road signs, road markings and road lighting, and inspections of the drainage during adverse weather conditions. Records of safety inspection of structures (refer Appendix F) must be kept and submitted to the Employer annually.

The following minimum inspection frequencies shall be used in developing a supervision methodology:

- | | |
|--|----------------------------------|
| Update management report | bi-annually |
| Update condition report | weekly |
| Road traffic signs | annually |
| Road marking | annually |
| Road lighting | weekly |
| Guardrails | weekly |
| Structures | annually |
| Flexible road condition | annually |
| Rigid road condition | annually |
| Drainage | monthly |
| Slope Instabilities and applicable recommendations | (refer to Appendix C in Part C4) |
| Informal settlements | weekly |
| Illegal accesses and signage | weekly |
| Fencing | monthly |
| Additional SANRAL properties | monthly |
- xxii) Site Management System:
Compliance with the requirements of the Employer's Site Management System.
 - xxiii) Assisting the Contractor with compilation of the sub-contract tender documents. Attending sub-contractor's tenderers meetings, keeping minutes of such meetings and correspond with interested and affected parties as and when required. Assisting the Contractor regarding Targeted Enterprises tender process and evaluation thereof.
 - xxiv) Supervise, coordinate and certify as correct the timeous completion of the Road Safety Engineering Assessments of the entire length of the contract.
 - xxv) Coordinate the identification of hazardous locations.
 - xxvi) Conducting interim monthly performance evaluations on the Contractor and a final written and signed report to be submitted to the CIDB as gazetted.
 - xxvii) Training Assistant Contract Engineer (if applicable).

(b) Head office administration

The Service Provider shall supply sufficient head office administrative support to the site personnel to ensure efficient and timeous administration of the Works Contract.

The Service Provider shall furthermore be responsible for the safe keeping of all original documentation related to the different phases of the project, for a period of at least 5 (five) years after the defects notification period. No additional payment will be made for this.

(c) Occupational Health and Safety obligations

The Service Provider shall execute the duties of the employer, as his appointed agent, as contemplated in the Construction Regulations (2014) to the Occupational Health and Safety Act (Act No. 85 of 1993).

The Service Provider shall arrange, formally and in writing, for the Works Contractor to provide documentary evidence of compliance with all the requirements of the said Act. The Service Provider shall also carry out regular site audits to ensure compliance thereto. Should the Service Provider not have “in-house” capacity to undertake such duties, an external recognized specialist shall be appointed. This individual needs to be registered with the SACPCMP as a Professional Construction Health and Safety Agent or a Construction Health and Safety Manager. Provision for payment for all OHS obligations during the construction phase has been included in the Pricing Schedule.

(d) Assistance at Clarification Meeting, Tender Period and Tender Evaluation of sub-contract packages

The Service Provider shall be required to assist the contractor with regards to the procurement of sub-contractors to comply with Part D of the Construction Contract. The specifications for the clarification meetings, tender period and tender evaluation of sub-contract packages shall be similar to those in Clauses C3.4.2, C3.4.3 and C3.4.4.

Allowance has been made for these requirements in the Pricing Schedule under Additional Duties.

C3.5.4 Establishment of supervisory personnel on site

(a) Supervisory 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 shall however be subject to the approval of the Employer. As a minimum, the supervisory team will consist of the following:

- i) Route Manager
- ii) Assistant Route Manager
- iii) Project Liaison Officer
- iv) Trainee (student)

The minimum requirements for qualification and experience of the supervisory team are specified in Clause C3.1.9.

Provision has been made in the Pricing Schedule to cover the total annual cost of employment (TACE) of the supervisory staff which shall include the following:

- i) Basic salary.
- ii) Other benefits not reflected in the basic salary, which may include:
 - normal annual bonus (maximum of one month’s salary) but excluding any performance bonuses or merit bonuses;
 - consulting firm’s contribution to medical aid;
 - group life assurance, accident and disability insurance;
 - pension/provident fund contributions by the consulting firm;
 - allowances forming part of the remuneration package which are pensionable (car allowances, etc.);
 - computer and cell phone allowance if part of package; and
 - other justifiable costs and allowances approved by the Employer.

- iii) costs payable due to all applicable statutory requirements such as:
- Workmen's compensation fund contributions;
 - Unemployment insurance contributions; and
 - Other applicable statutory levies.

A standardised site staff overhead factor of 1.2 will be applied to the TACE of the supervisory staff (excluding the trainee (student) and Project Liaison Officer) which is made up as follows:

Description
Salaries (Technical) TACE
Telephone and communication
Rental of premises, electricity, water
Transport not recovered from project
Paper, stationary, consumables
Audit, bank charges, interest, insurance
Marketing
Office equipment
Training and development
Project direct expenses not recoverable
Head Office expenses
Net Overhead Factor before profit

Provision has also been made in the Pricing Schedule for additional overhead costs related to the employment of the relevant personnel, which may include the following:

- overtime by salaried professional and semi-professional staff (qualified Engineers, Technologists and Technicians) and all such other staff for which overtime is not payable in terms of the Labour Act;
- ordinary leave and sick leave (one month);
- administration related to salaries, legislation, etc.; and
- other overhead expenses and profit.

Replacement of staff as a result of any extended period of leave or sick leave outside the normal contractor's year end break shall be to the approval of the Employer.

The annual salaries for those approved staff shall be substantiated by an auditor's certificate at the start of the project and whenever salary or staff changes occur thereafter. Prior approval is required for any salary adjustments/increases.

The Employer shall be entitled to instruct the Service Provider to remove forthwith from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

(b) Relocation of site staff

Provision has been made in the Pricing Schedule for the costs to relocate the core supervisory team to site.

(c) Accommodation

Appropriate housing for the supervisory team will be required to be provided by the Service Provider. A provisional sum has been allowed in the Pricing Schedule for this purpose. Accommodation of the site staff shall be located as near to the Works as practically possible.

(e) Establishment of site office

Provision for the erection and maintenance of a site office building and all related services, will be made under the Works Contract. The Service Provider shall however provide sufficient office equipment to perform all required duties for the monitoring of the Works Contract. This shall, *inter alia*, include the following:

- all cell phones,
- safety equipment in accordance with the OHS requirements, e.g. safety jackets, rotating amber lights, safety boots, etc.
- photo copiers, fax machines, modems, personal computers and printers (including all hardware and software)
- consumables and stationary
- Dynamic Cone Penetrometer

One (1) landline, including rental, call and data costs for work related office and fax usage shall be provided through the Works Contract. Should fixed connectivity not be available mobile connectivity with data shall be provided through the Works Contract.

Provision has been made in the Pricing Schedule for supplying the equipment as well as the monthly operational costs thereof.

In addition, the Route Manager and his assistant shall be equipped with mobile phones for the Employer's ITIS mobile application, with the following **minimum** specification:

- Operating system: Android 6 or higher
- Camera resolution: 5 Mega pixels or greater – 8MP recommended
- Screen resolution: 480x800 pixels or greater
- GPS facility with: Yes - Geo Tagging for images
- Data connection: 3G or greater

C3.5.5 Monitoring of the Works Contract

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

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

- Monitoring and reporting of the Contractor's programme.
- Implement Engineer's quality control plan.
- Monitor Contractor's quality control plan.
- Site audits, inspection, quality control testing, approval, rejection of work.
- Measurement and certification of completed work inclusive of cash flow forecasts.
- Management of ITIS software, issuing of job instructions using ITIS/ITIS Mobile, capturing of contract related data and any other associated duty relating to the ITIS modules as described under C3.1.13.
- Regular Site Meetings with Contractor and Employer.
- Monitoring of the Contractor's third party claims.
- Monitoring and reporting of Contractor's CPG commitments.
- Supervision of traffic accommodation arrangements.
- Attend project liaison committee meetings.
- Monitoring and reporting of the project's EMP and NEMA requirements.
- Implement the Engineers requirements in terms of compliance with the OHS Act.
- Monitor the Contractor's compliance with the OHS Act.
- Compile all reports and as-built data in accordance with the Employer's standard requirements.
- Report on the Service Provider, Contractor and sub-contractors BEE information as required by the Employer.

In addition to duties related to the normal day-to-day activities of the Works, the Site Personnel may be required to assist with the supervision of separate regional road maintenance contracts *inter alia*, road marking and road signs. They shall represent the Employer at community forums and local fire protection associations when instructed. In addition, they shall be responsible for Incident Management System, Road

Safety, Statutory Control functions and the Routine Maintenance and Slope Management System (refer to Appendix C in Part C4) as describe below:

(a) Road Incident Management System (RIMS) Functions

The Employer has appointed a RIMS Coordinator under a separate contract. The contact details will be provided per project.

The RIMS Coordinator's primary role in RIMS includes:

- (i) Facilitate and manage all RIMS systems.
- (ii) To facilitate the co-ordination and co-operation of all organisations, agencies and stakeholders involved in IMS,
- (iii) Monitor all systems and ensure all activities of RIMS are done,
- (iv) Facilitate all the RIMS meetings, from Steering Committee level to Provincial,
- (v) Manage the RIMS activities required from the RRM Consultant and ensure execution, and
- (vi) Submit various reports on the management and progress of all RIMS systems in the

The duties of the Route Manager for RIMS shall include:

- (i) Collection of Incident Data.
- (ii) Capture Incident Data on the Employer's Incident Capturing Tool.
- (iii) Completion of Fact Sheets for Incident Data.
- (iv) Submission of Cost Recovery documents.
- (v) Assisting in RIMS Steering Committee Meetings where required.
- (vi) Initiating and facilitation of Incident Debrief Meetings.
- (vii) Managing the Contractor's RIMS responsibilities.
- (viii) Updating of RIMS Guideline Documents.
- (ix) Assist with arrangement of training workshops as and when required.
- (x) Initiate and facilitate Major Incident Simulations.

The RIMS functions and areas of responsibility of the RIMS Coordinator and the Route Manager are listed in Part C4, Appendix B.

(b) Road Safety

The Employer has implemented a Road Safety Management System (RSMS) which proactively and reactively addresses road safety concerns on the entire national road network. The vision of the Employer Road Safety Strategy reads as follows: "To achieve a sustainably safe national road network for all our road users, primarily through engineering, but also through partnerships with education and enforcement authorities and stakeholders"

Routine Road Maintenance contracts cover the full extent of the national road network and therefore play a pivotal role in realizing this vision. In addition to normal road safety responsibilities and liaising associated with Routine Road Maintenance contracts, the Service Provider is expected to perform the following key activities which are closely aligned with the Employer's RSMS:

(i) Hazardous Location Identification and Investigation

The objective of this exercise is to accurately identify hazardous locations in conjunction with relevant stakeholder (the Employer, Traffic and Local Authorities, etc.). Hazardous locations are defined as a portion of the network with a length not greater than 5km, which are prone to, or have potential to be prone to higher than usual collision rates. Once a hazardous location have been agreed upon with the Employer, the Service Provide will conduct a Road Safety Investigation and compile a Road Safety Investigation Report which proposes appropriate and practical remedial measures. Road Safety Investigations shall be conducted every 6 months.

(c) Statutory Control Functions

The Service Provider shall monitor and record all approvals granted by the Employer for applications relating to statutory control such as accesses, signs, wayleaves and developments within the building restriction area. In addition, all damage to the road network and road furniture shall be reported on.

The Service Provider shall not have the power to enforce statutory control but shall report any infringements to the Employer without delay and, if so required by the Employer, shall act on his behalf. Some examples are:

- Illegal advertisements
- Illegal trading
- Illegal accesses
- Illegal occupation of road reserve
- Building line transgressions

The Service Provider shall be required to undergo training in respect of statutory control functions. Training shall be undertaken by the Employer at a place and time to be arranged.

(d) Routine Maintenance and Slope Management System

The Site Personnel's role in the Slope Management System shall be to respond to, report and monitor incidents in accordance with the Employer's Routine Maintenance and Slope Management System Guidance Manual (refer to Appendix C in Part 4).

(e) Structures Safety Inspections

The Service Provider shall conduct safety inspections on all listed structures as specified in Clause 3.2.5.

C3.5.6 Project Liaison Officer (PLO)

The PLO is a person who acts as the liaison officer for the PLC and PMT.

The PLO shall facilitate the employment of Targeted Labour and shall coordinate communication between the PMT and the PLC to address the day-to-day project, Stakeholder and community matters that impact on the parties to the project.

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

The PLO shall execute the following duties:

- i) Except for taking the minutes of PLC meetings, which is a duty of the Engineer or his representative, the PLO shall provide a secretarial function to the PLC which includes, amongst others, the following:
 - a. Schedule meetings;
 - b. Compile meeting agendas;
 - c. Compile document packages for meetings;
 - d. Distribute minutes of meetings;
 - e. Assist PLC to formulate their communication in writing;
 - f. Distribute written communication to and from the PMT and the PLC;
 - g. Keep records of all the above and any other PLC documentation; and
 - h. Provide any other reasonable secretariat function pertaining to the PLC.
- ii) Attend all PLC meetings to report on the day-to-day project, Stakeholder and community matters that impact on the parties to the project.
- iii) Attend all monthly site meetings to report on the day-to-day project, Stakeholder and community matters that impact on the parties to the project.
- iv) Attend any other meetings related to the project and in which any of the project Stakeholders, affected communities, Local/Targeted Labour and Local/Targeted Enterprises are involved.
- v) Maintain a full-time presence on site to monitor and address the day-to-day project, Stakeholder and community matters that impact on the parties to the project.
- vi) Maintain a full-time presence on site to assist the PMT in the day-to-day liaison with project Stakeholders and affected communities. Typical information to be disseminated by the PLO includes:
 - a. Basic scope of works and how it will affect the community;
 - b. Project programme and regular progress opportunities;
 - c. Anticipated employment and sub-contracting opportunities;

- d. Project programme as it pertains to the employment of Targeted Labour and sub-contracting of Targeted Enterprises;
 - e. Occupational Health and Safety precautions; and
 - f. Any other information relevant to project Stakeholders and the affected communities.
- vii) Be well acquainted with the contractual requirements as it pertains to Targeted Labour employment and training requirements.
 - viii) Assist the PMT and PLC to establish and agree the eligibility and selection criteria to be followed when employing Targeted Labour.
 - ix) Assist the PMT in its resources and skills audits by providing a coordinating function between the PMT, project Stakeholders and the affected communities.
 - x) Ensure that Targeted Labour databases, compiled from the resources and skills audits, are based on the agreed eligibility and selection criteria and that it is updated as and when required.
 - xi) Coordinate the selection and employment of Targeted Labour based on the agreed eligibility and selection criteria and based on the Contractor's labour requirements.
 - xii) Ensure that each labourer enters into an employment contract which adheres to current and relevant labour legislation.
 - xiii) Ensure that each labourer understands the conditions of his/her employment with an emphasis on the employment start date, end date and wages payable.
 - xiv) Identify and inform the PMT of any relevant training required by the Targeted Labour.
 - xv) Attend all disciplinary proceedings to ensure that hearings are fair and conducted in accordance to the current and relevant labour legislation.
 - xvi) Be pro-active in identifying PLC, project Stakeholder, affected communities (including Targeted Labour and/or Targeted Enterprise sub-contractor), requirements, disputes, unrest, strikes, etc. and bring it to the attention of the PMT.
 - xvii) Assist the PMT to liaise with the PLC, project Stakeholders and the affected communities to resolve any disputes, which occurs due to the project.
 - xviii) Other than the document records to be kept as mentioned in (i) above, keep record of all other documents and processes pertaining to the employment of Targeted Labour and any other records that may be of relevance to the functions of the PLC.
 - xix) Produce and submit a monthly report to the PMT and the PLC on PLC meetings, other meetings attended by the PLO, Targeted Labour employment, and project Stakeholder, affected community and any other project matters that impact on the parties to the project.

C3.5.7 Transport for site supervisory staff and additional services

The Service Provider shall provide sufficient appropriate vehicles on site to carry out the duties as specified in clause C3.5.5 and C3.5.6 including materials sampling and testing. 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. Travel costs incurred 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 salary for the relevant site staff. Travel between site staff's residence and Site Office shall be deemed as **private travel**.

Travel log sheets for each vehicle utilised shall be certified by the Engineer and included under cover of the payment certificates submitted to the Employer. The kilometre rate for all in excess of 4000 km per vehicle per calendar month shall be reduced and paid for at 60% of the rate.

The vehicle type for all supervisory staff (including PLO) shall be limited to a Category A and B with a 1800 engine volume cc.

Fuel rates can be downloaded monthly by following the link: <https://www.transport.gov.za/web/department-of-transport/roads>.

C3.5.8 Measurements and Payments

The duties in clause C3.5.3 and C3.5.5 will be paid for under the percentage fee ended in Stage 2: Administration and Monitoring of the Works Contracts.

Payments will be made on a pro rata basis until all obligations are met.

Payments for the rest of the duties in this chapter will be negotiated when the contract is concluded with the Service Provider.

C3.6 ADDITIONAL DUTIES, SPECIAL SERVICES AND SPECIALIST ADVICE

C3.6.1 Scope

This section covers additional work, other special services and specialist advice, reporting and other duties etc. that the Service Provider or the Employer may be required to undertake over and above the normal duties and obligations as specified, including any designs for emergency repairs, as a result of flood damage, accident damage, sinkholes, slope failures, etc.

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

C3.6.2 Additional Duties

(a) By the Service Provider

The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not be limited to:

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

The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed.

(b) By the Employer

Additional duties performed by the Employer may involve, but not be limited to:

- re-evaluation of any replacement personnel by the Tender Evaluation Panel
- reviewing draft documentation submitted more than once.

Allowance is made in the Pricing Schedule for payment on a time basis for any such service performed more than once.

C3.6.3 Payment and monthly reporting

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

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

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

The Service Provider shall use the ITIS Platform and Modules to perform certain duties and to provide required information as listed in C3.1.13.

This includes using the Employer's different ITIS platforms;

- ITIS Web
- ITIS Desktop
- ITIS Mobile

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

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

C3.6.4 Measurement and Payments

Payments for the duties in this chapter will be negotiated when the contract is concluded with the Service Provider.

C3.7 OFF SITE MATERIALS TESTING

C3.7.1 Scope

This section covers the requirements for the provision of testing to be undertaken in an off-site facility.

C3.7.2 Standards

The off-site facility shall operate under the umbrella of a SANAS accredited main laboratory that shall be responsible for ensuring that all sampling and testing is carried out accurately and strictly in accordance with the relevant, SANS/TMH1 test methods and accreditation requirements.

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

C3.7.3 Testing of materials off-site

All testing shall be carried out in an off-site SANAS accredited commercial laboratory.

C3.7.4 Measurement and Payments

Payments for the duties in this chapter will be negotiated when the contract is concluded with the Service Provider.

C3.8 CLOSE OUT

C3.8.1 Scope

This section covers the fulfilling and completion of the project close-out including necessary documentation to facilitate effective completion, hand-over and operation of the project.

The Service Provider shall administer the Works Contract during the period subsequent to the issuing of the Taking-Over Certificate of the Works up to and including the issuing of the Performance Certificate to the Contractor and conclusion of the final payment certificate.

C3.8.2 Taking-over Certificate

Upon a request from the contractor for the Taking-over Certificate (TOC) to be issued in terms of the Conditions of Contract the engineer shall establish compliance with the Works Contract for a TOC to be issued.

The Service Provider shall undertake a full inspection of the Works (which shall include the health and safety aspects as far as reasonably practicable) to identify any outstanding minor works, defects and/or

damages for the compilation of a snag list. The inspection shall be undertaken by the Engineer and his representative for the Works.

After the inspection and only when the Engineer is of the opinion that a TOC can be issued, the Service Provider shall arrange an on-site meeting and further inspection with representatives of the Employer, Contractor and RRM Service Provider. At this meeting, parties will be presented with the snag list for consideration. There-after an inspection will follow with all the parties involved to add additional items to the snag list.

After the above meeting the engineer shall re-establish compliance with the Works Contract with involvement of the Employer for a TOC to be issued, failing which the whole process is to be repeated.

The Service Provider shall also complete the updating of all structural inspection (bridges and major culverts) and capture into ITIS (using the capture software) and submit to the Employer for approval before the TOC is issued.

The TOC shall declare the structure (bridges, culverts, roads, sections of roads, etc.) safe for use as required in terms of Construction Regulation 6.1(j).

The engineer's representative shall be present on the site during the period required to complete the items on the snag list and monitor the completion thereof, unless otherwise agreed with the Employer.

C3.8.3 Contractor's CIDB performance evaluation

The Service Provider shall undertake the required performance evaluation of the contractor according to the CIDB's requirements as soon as the contractor requests the issuing of the TOC. The Service Provider shall submit the above to the Employer at the date of issuing of the TOC.

C3.8.4 Construction records (As-builts) and Contract report(s)

The Service Provider shall prepare and submit, in accordance with the Employer's standard requirements, draft construction records reflecting the works as constructed as well as any deviations from the designs as well as a draft contract report(s) providing information on how the contract was executed. Once reviewed and accepted by the Employer the Service Provider shall prepare and submit the final construction records and report(s).

C3.8.5 Performance Certificate

The Service Provider shall undertake a full inspection of the Works to identify any defects and/or damages before the end of the defects notification period. The inspections shall be undertaken by the Engineer and his representative for the Works. Should both of them not be available, the Service Provider shall propose a person having sufficient knowledge of assessing the work for approval by the Employer.

After the inspection the Service Provider shall arrange an on-site meeting and further inspection with representatives of the Employer, Contractor and RRM Service Provider. At this meeting, parties will be informed of the defects and/or damages identified during the inspection. Thereafter an inspection will follow with all the parties involved to identify any further defects and/or damages.

Once identified defects and/or damages are addressed the engineer shall notify the Employer that the Performance Certificate can be issued.

C3.8.6 Co-ordinate and Monitor Remedying of Defects

The Service Provider shall co-ordinate and monitor the remedying of any defects and/or damages identified during the defects notification period.

Prior to the provision of any service under this sub-clause the Service Provider shall submit to the Employer for approval a schedule of personnel necessary to undertake the additional services including a cost estimate. .

C3.8.7 Final Payment Certificate

Prior to the compilation of the final payment certificate the engineer shall ensure that all items on the Employer's checklist are complied with. The signed off checklist shall be submitted with the final payment certificate.

The engineer shall only compile and submit the final payment certificate once the Performance Certificate has been issued by the Employer and all unfulfilled financial obligations have been resolved.

C3.8.8 Extended Guarantees

Where the Service Provider is required to perform services (e.g. inspections after the completion date of the Works Contract) relating to extended guarantees for the Works Contract (e.g. Product Performance Guarantees) separate arrangements for remuneration will be made by the Employer under Additional Duties.

C3.8.9 Measurement and Payments

The duties in this chapter will be paid for under the percentage fee ended in Stage 3: Close Out.

Payments will be made on a pro rata basis until all obligations are met.

PART C4: SITE INFORMATION

Project Site Information will be provided when a contract is concluded with the Service Provider.

PART C 5: ANNEXURE
