



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

**CONTRACT SANRAL *R.033-130-2019/3C-SL***

**SUB-CONTRACT FOR SITE MATERIALS  
LABORATORY FOR *THE UPGRADE OF NATIONAL  
ROAD R33 SECTION 13 IN VAALWATER TOWN (KM  
60.8 TO KM 63.0)***

**PROJECT DOCUMENT**

**DATE: JANUARY 2024**

**TENDER DOCUMENT  
VOLUME 3  
BOOK 2 OF 3**

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

**NAME OF TENDERER: \_\_\_\_\_**

Set sequential number

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

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

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### **Notes to Tenderer**

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

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

**C1.1.1 FORM OF OFFER (INCORPORATING SBD7)**

**SMEC South Africa (Pty) Ltd**  
**PO Box 72927**  
**Lynnwood Ridge**  
**0040**

Sir,

CONTRACT SANRAL R.033-130-2019/3C-SL  
SUB-CONTRACT FOR SITE MATERIALS LABORATORY FOR THE UPGRADING OF NATIONAL ROAD  
R33 SECTION 13 IN VAALWATER TOWN (KM 60.8 TO KM 63.0)

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

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

**A. PRICE OFFERED**

**THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM PART C2.2: PRICING SCHEDULE SUMMARY IS**

.....

..... (in words)

(R..... in figures)

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

Furthermore, I/we understand that failure or omission to complete the offer in words and/or figures or sign this form shall render my/our offer non-responsive and not correctable.

**B. PREFERENCE CLAIMED**

I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule Form A13: Tenderer's B-BBEE Verification Certificate subject to Tender Data 5.11.8. In the event of any difference between the above stated status level and the Verification Certificate attached to Form A13, the Verification Certificate shall apply.

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

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

Yours faithfully

SIGNATURE: .....

DATE:.....

NAME (IN CAPITALS): .....

CAPACITY: .....

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

NAME AND ADDRESS OF ORGANISATION: .....

NAME AND SIGNATURE OF WITNESS:

SIGNATURE: .....

DATE:.....

NAME (IN CAPITALS): .....

## C1.1.2 FORM OF ACCEPTANCE

To **(Name of successful tenderer)**

Dear Sir,

CONTRACT SANRAL R.033-130-2019/3C-SL

SUB-CONTRACT FOR SITE MATERIALS LABORATORY FOR THE UPGRADING OF NATIONAL ROAD R33 SECTION 13 IN VAALWATER TOWN (KM 60.8 TO KM 63.0)

### ACCEPTANCE OF OFFER

1. It is our pleasure to inform you that <insert Consulting Engineering Firm (SP) Name> **(Note compiler to insert Employer name)** (the Employer) accepts your (*select if applicable corrected/corrected alternative/alternative*) offer in the amount of R ..... (i.e. Including VAT but excluding CPA and any contingent sum not in the priced schedule) for a contract period of <00 (no of months)> months and with a Base date of MMMM 20YY.
2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of Contract identified in the Contract data.
3. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the Contract that is comprised of:  
  
Part C1: Agreements and Contract Data (including this form of acceptance),  
Part C2: Pricing Data,  
Part C3: Scope of the Work and  
Part C4: Site Information  
Part C5: Annexures  
Together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into Parts C1 to C5 listed above.
4. Deviations and/or variations included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. Addenda issued during the Tender period are deemed not to be deviations to the Tender documents and schedules.
5. The effective date of the Contract shall be the date of this form of acceptance unless the Tenderer (now Sub-Service Provider), within seven (7) calendar days of the effective date, notifies the Employer in writing of any justification why he cannot accept the contents of this agreement.
6. A SARS compliance check has been done on each of the JV partners and they are found to be **(select compliant or non-compliant)**. **(Note to compiler: Check SARS website for compliance. If not compliant add the following sentence:** Within 7 (seven) calendar days of the date of this Form of Acceptance you shall provide proof that you are SARS compliant. Failure to fulfil this obligation shall constitute a repudiation of this Agreement.)
7. The Sub-Service Provider's Commencement Date shall be deemed to be 30 days after their receipt of the Engineers instruction to establish their equipment and staff on site .
8. The Sub-Service Provider may employ skilled and semi-skilled or unskilled labour on the works, according to the nature of the requirements, but in conformity with the provisions of Act 40 of 1984, and in compliance with the stipulated requirements of the Employer for this Contract.
9. Notwithstanding that a full, original-signed copy of the Contract document containing all Contract data and schedules (including that of accepted deviations) will be delivered to the Sub-Service Provider, this form of acceptance constitutes the binding Contract between us.
10. The approved Key Persons for this project are:

**(Note to Compiler: List all relevant approved key positions and enter name of person. For periodic maintenance contracts, replace the Senior Site Laboratory Manager with Site Laboratory Manager.)**

KEY POSITION	NAME
KEY PERSONS	NAME
Senior Laboratory Manager	
Assistant (Trainee) Laboratory Manager	
Quality Assurance Manager	

**NAME AND SIGNATURE OF EMPLOYER:**

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

NAME (IN CAPITALS): .....

CAPACITY: .....

**EMPLOYER'S NAME AND ADDRESS:**

<insert Consulting Engineering Firm (SR) Name>

000 Building Name, Suburb Name, TOWN NAME, 0000

PO Box 0000 / Private Bag X0000, Post Office Name, TOWN NAME, 0000

**NAME AND SIGNATURE OF WITNESS:**

WITNESS 1:

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

NAME (IN CAPITALS): .....

WITNESS 2:

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

NAME (IN CAPITALS): .....

### C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

CONTRACT SANRAL R.033-130-2019/3C-SL  
SUB-CONTRACT FOR SITE MATERIALS LABORATORY FOR THE UPGRADING OF NATIONAL ROAD  
R33 SECTION 13 IN VAALWATER TOWN (KM 60.8 TO KM 63.0)

#### **Schedule of deviations**

1. The deviations listed below constitute agreed variations/amendments to the tender data and schedules negotiated between the Tenderer and the Employer based on information provided in Form A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER or deviations by Tenderer.
2. In the event that an alternative offer is accepted in terms of sub-clause 4.13.4 of the Tender Data, it is a fundamental condition of acceptance that all responsibilities and concomitant liabilities arising from the alternative design pass from the Employer to the Sub-service Provider.
3. Addenda issued during the tender period are deemed not to be variations to the tender.

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

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

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



#### **C1.1.4 FORM OF BANKING DETAILS**

##### **Notes to Sub-Service Provider:**

- 1. The Employer applies an Electronic Funds Transfer system for all payments.**
- 2. If you are already registered as a vendor with the Employer, you are not required to submit the documentation as per note 3.**
- 3. If you are not registered as a vendor with the Employer, you are required to supply:**
  - a completed SANRAL Vendor Application Form (a copy of the Application Form is provided below).**
  - a duly signed and stamped letter from his bank confirming the details of his bank account; or**
  - an original cancelled cheque bearing your company name and account number; or**
  - if unable to supply an original cancelled cheque, a letter on the Tenderer's letterhead as per the pro forma below is required and return the original letter to the address as stated in Clause 1.3 of C1.2.2 - Information provided by the Employer, delivered by hand or sent by post.**

Vat Reg: 4220186250

## APPLICATION FOR VENDOR REGISTRATION

**Vendor Name as per Company Registration**

.....

<b>Joint Venture (JV)</b>	Yes	NO	*If yes, provide JV agreement
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<b>Business Physical Address</b>   <b>Town/City</b> <b>Country:</b> South Africa <b>Postal Code:</b>	<b>Business Postal Address</b>   <b>Town/City</b> <b>Country:</b> South Africa <b>Postal Code:</b>
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<b>Tel No.</b>		<b>Fax No.</b>	
----------------	--	----------------	--

<b>Company Registration number</b>	<b>B-BBEE Status Level</b>

<b>Income Tax Number</b>	<b>Vat Registration number</b>

<b>CSD Registration number</b>	<b>CSD unique code</b>

**THIS SECTION MUST BE COMPLETED FOR ALL ELECTRONIC PAYMENTS**

**Name of bank**

--

<b>Account number</b>	<b>Account Type</b>
	Current

<b>Branch name</b>	<b>Branch Code</b>

**Applicant's Authorisation Officer: PRINT NAME**

--

**Applicant's Authorisation Officer: SIGNATURE**

--

**The following documentation must be submitted with this form:**

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

**All of the above should be e-mailed to the appropriate office as indicated:**

	Head Office: <a href="mailto:procurementho@nra.co.za">procurementho@nra.co.za</a>
X	Northern Region: <a href="mailto:procurementnr@nra.co.za">procurementnr@nra.co.za</a>
	Eastern Region: <a href="mailto:procurementnr@nra.co.za">procurementnr@nra.co.za</a>
	Southern Region: <a href="mailto:procurementsr@nra.co.za">procurementsr@nra.co.za</a>
	Western Region: <a href="mailto:procurementwr@nra.co.za">procurementwr@nra.co.za</a>

**OFFICIAL USE ONLY**

**Region:**

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

**Type of vendor:**

CONTRACT	SUNDRY	PERSONNEL
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**Status of vendor:**

NEW	CHANGE	BLOCK	UNBLOCK: REASON
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**AUTHORISING OFFICER REGION:**

**AUTHORISING OFFICER HO:**

--	--

**VENDOR NUMBER ALLOCATED:**

--

**REFER TO EXISTING VENDOR NUMBER**

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## INDEMNITY

### INDEMNITY LETTER

SERVICE PROVIDER'S  
LETTER HEAD AND  
ADDRESS

Date

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

Attention: Chief Financial Officer

Dear Madam

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

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

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

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

Kind Regards

Signature \_\_\_\_\_  
Name:  
Designation:  
ID number:

**C1.2 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.
2. In the reading and interpretation of the provisions of this Sub-contract, the Employer shall be SMEC South Africa, Tel. no. (012) 481 3800 and the tenderer is referred to as the Sub-Service provider.
3. Nothing herein shall be construed as creating any privity of contract between the Sub-Service provider and SANRAL.

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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.*

**Client**

*The roads authority on whose behalf the employer is supervising the works contract.*

**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.*

**Contract**

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

**Contract Data**

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

**Contract Price**

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

**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.

**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.*

**Employer**

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

**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, Subcontractor, or supplier of the Service Provider.

**Parties**

The Employer and the Service Provider.

**Period of Performance**

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

**Personnel**

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

**Personnel Schedule**

A schedule naming all personnel and key persons.

**Pricing Data**

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

**Project**

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

**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.

**Subcontractor**

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

**Technical Proposal**

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

**Works or Works Contract**

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

## **2. INTERPRETATION**

- 1.1 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.
- 1.2 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.
- 1.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

## **3. GENERAL**

### **3.1 Governing laws**

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



### 3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price.

### 3.3 Language

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

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

### 3.4 Notices

3.4.1 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when *delivered* to such Party at the address *stated* in the Contract *Data*, or one week after having been sent by registered post.

3.4.2 If the sender requires evidence of receipt, he shall state such requirement in his communication and, wherever there is deadline for the receipt of the communication, he may demand evidence of receipt of his communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.

3.4.3 A Party may change its address for receipt of communications by giving the other Party 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 subcontractors* in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

### **3.11 Penalty**

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

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

- 3.12.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.
- 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 through the or the Consultant Supervision Contract 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 *The Service Provider shall be specifically 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.*

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

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

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

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

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

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

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

#### **5.9 Performance Security**

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

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

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

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

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

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

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

### **6.3 Independence**

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

### **6.4 Corruption and Fraud**

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

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

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

- 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 and 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 and Client's approval, which approval shall not be unreasonably withheld.
- 7.2.3 Where the Service Provider proposes to utilise a person not named as a Key Person, 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 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 as confirmed by the Employer.

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

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

8.2.3 The Service Provider shall within 14 days of becoming aware that a delay may occur, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days thereafter deliver to the Employer full and detailed particulars of the request, in order that it may be investigated at the time.

8.2.4 The Employer shall, within 30 days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the services and the matter shall be dealt with as a dispute in terms of Clause 12.

### **8.3 Force Majeure**

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

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

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

- (i) *natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity*
- (ii) *war, hostilities (whether war to be declared or not), invasion, act of foreign enemies,*
- (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 employee, agents, subcontractors or others shall, under no circumstances, be considered Force Majeure.*

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

#### **8.4 Termination**

- 8.4.1 The Employer may in addition to his rights under sub-clauses 6.4.2, 6.4.3 and 10.5 terminate the Contract by giving not less than thirty (30) days written notice thereof to the Service Provider after the occurrence of any of the following events:
- (a) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
  - (b) if the Service Provider becomes insolvent or bankrupt;
  - (c) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
  - (d) *Committing an offence in terms of clauses 6.1 and/or 6.4;*
  - (e) *if the Service Provider acts in such a way, under this contract or any other contract with the Employer, that a statute relating to the combating of fraud, corruption, uncompetitive practice and the like can be invoked; or*
  - (f) *if the Employer, at any time in its sole discretion determines that it no longer requires the completion of the Service by the Service Provider."*

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

- 8.4.2 The Service Provider may terminate the Contract, by giving not less than thirty (30) days written notice to the Employer after the occurrence of any of the following events:
- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;
  - or
  - (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
  - (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds 6 months, or it is clear to the Service Provider that it will be impossible or impractical

to resume the suspended Services before the period of suspension has exceeded 6 months;  
or

- (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 days of the receipt of written notice requiring him to do so.

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

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

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

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

## **8.5 Suspension**

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

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

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

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

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

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

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

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

## **10. SUCCESSION AND ASSIGNMENT**

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

- 10.2 An assignment shall be valid only if it is a written agreement, by which the *Parties* transfer *their rights* and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer after consultation with the Client, 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 after consultation with the Client 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 after consultation with the Client may forthwith terminate the Contract.

## **11. SUB CONTRACTING**

- 11.1 A subcontract 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 after consultation with the Client shall, within fourteen (14) days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization, failing which the Subcontractor shall be deemed to be approved by the Employer. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.3 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor 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 subcontract for performance of all or part of the Services.
- 11.5 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors 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 subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

## **12. RESOLUTION OF DISPUTES**

### **12.1 Settlement**

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

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

## **12.2 Mediation**

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

## **12.3 Adjudication**

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 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 of 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; and
  - b) the sum stated in the Contract Data or, where no such amount is stated, to an amount *equal to twice the Contract Price (inclusive of VAT) payable to the Service Provider under the Contract*.
- 13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.
- 13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

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

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

### **13.7 Exceptions**

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

- 13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
  - b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

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

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

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due *(or any specified fixed-progressed payments due that have been delayed by the acts of the Employer)* shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within seven (7) days after the Client has paid the Employer. 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.*
- 14.6 *Payments due shall be subject to the deduction of retention monies as stated in the Contract Data. The retention monies so deducted shall be released in accordance with the phases and conditions stated in the Contract Data.*
- 14.7 *If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract Data.*

## C1.2.2

## CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER

CLAUSE NO	CONTRACT DATA
1	<p>The Employer of:  CONTRACT SANRAL R.033-130-2019/3C-SL  SUB-CONTRACT FOR SITE MATERIALS LABORATORY FOR THE UPGRADING OF NATIONAL ROAD R33 SECTION 13 IN VAALWATER TOWN (KM 60.8 TO KM 63.0)  , who is the consulting engineering firm <b>SMEC SOUTH Africa (Pty)Ltd</b>  The domicilium citandi et executandi (permanent physical business address) of the Employer of the above Sub-Contract is:</p> <p><b>SMEC Centre</b>  <b>230 Albertus street</b>  <b>La Montagne</b>  <b>0184</b></p> <p>The authorised and designated representative of the Employer is:  Name: Mr Henk Diedericks</p> <p>The Client of SANRAL R.033-130-2019/3C-SL  SUB-CONTRACT FOR SITE MATERIALS LABORATORY FOR THE UPGRADING OF NATIONAL ROAD R33 SECTION 13 IN VAALWATER TOWN (KM 60.8 TO KM 63.0) is the South African National Roads Agency SOC Limited (SANRAL).  The domicilium citandi et executandi (permanent physical business address) of the client of the above Sub-Contract is:</p> <p><b>The Regional Manager (&lt;Northern Region&gt;)</b>  <b>The South African National Roads Agency SOC Ltd</b>  <b>48 Tambotie Avenue</b>  <b>Val De Grace</b>  <b>Pretoria</b>  <b>0081</b></p>
3.1	<p>The Service Provider and his Subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) and rates for wages and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry shall apply to the Service Provider and all his Subcontractors except where a specific industry publishes its own wage rates and conditions of labour.</p>
3.4	<p>The address for receipt of communications is:  Name: Mr Henk Diedericks  Telephone: <b>(012) 481-3800</b>  E-mail: <a href="mailto:henk.diedericks@smec.com">henk.diedericks@smec.com</a>  Address: <b>SMEC SOUTH AFRICA (PTY) LTD.</b>  <b>SMEC Centre</b>  <b>230 Albertus street</b>  <b>La Montagne</b>  <b>0184</b>    <b>PO Box 72927</b></p>

	<b>Lynnwood Ridge 0040 South Africa</b>
3.5	<p>The project is:</p> <p>SANRAL R.033-130-2019/3C-SL:</p> <p>SUB-CONTRACT FOR SITE MATERIALS LABORATORY FOR THE UPGRADING OF NATIONAL ROAD R33 SECTION 13 IN VAALWATER TOWN (KM 60.8 TO KM 63.0)</p> <p>The location for the project is in the province of the Limpopo.</p>
3.6	The Service Provider may only release public or media statements or publish material related to the Employer and/or the Client subject to the approval of the Employer and/or the Client.
3.11	The penalty payable (per delay incident) is R 10,000.00 per day or part thereof up to a maximum of 10% of the laboratory contract value should the Contractor be delayed as a result of the late production of the laboratory test results.
3.14.1	The project programme shall be submitted by the Service Provider within fourteen (14) days after establishment.
3.14.1c	The programme shall include details related to correlation testing, training and laboratory audits from the Quality Assurance manager identified in the key personnel.
5.1	The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with the requirement of SANAS accreditation to SANS17025 and generally accepted professional techniques and standards.
5.4	<p>Public Liability (to the value of R 1 000 000), Professional Indemnity (to the value of R 500 000) and SASRIA (General Contractor's all risk) insurances are required.</p> <p>The Service Provider shall indemnify the Employer and the South African National Roads Agency Limited (SANRAL) against all losses and claims which may arise from or in consequence of incorrect or sub-standard execution and completion of the project work, and against all claims, demands, lawsuits, damages, costs, including attorney and client costs, charges and expenses whatsoever in respect thereof or pertained thereto.</p> <p>The Service Provider shall, within fourteen days of the date of appointment, deliver to the Employer a signed Mandatory Form, as envisaged by Section 37(2) of the Occupational Health and Safety Act, which shall be in the format provided by the Employer together with the notification of the appointment.</p>
5.9	The provision of a Performance Guarantee will not be required under this Contract.
7.1.3.c	Where the key personnel are no longer available to undertake the necessary duties after the award of the tender, the service provider shall within fourteen (14) working days replace the key personnel listed in Form B1 or B2 or B3 with personnel with equivalent competencies and subject to re-evaluation and approval by the Employer. The technical score achieved by the replacement key person must be equal or better. than the score achieved of the tendered key person at tender stage
8.1	The Service Provider's Commencement Date shall be deemed to be fourteen (14) days after their receipt of the Engineers instruction to establish their equipment and staff on site.
8.4.1.e	The Service Provider is responsible to ensure continued accreditation of its main laboratory. Should the main laboratory's accreditation be withdrawn or suspended during the contract, the laboratory shall immediately notify the employer in writing. The employer may terminate the contract fourteen (14) days after the suspension or withdrawal of the main laboratory's accreditation or the Employer may instruct the Service Provide to appoint an alternate Accredited Laboratory..
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.
14.6	Retention monies shall not be applicable
14.7	Contract Price Adjustment: refer to pricing instructions in clause C2.1.6 of the pricing schedule. Base date shall be the date 28 days prior to the latest date for submission of tenders will be applicable.

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

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: .....

KEY PERSONS	NAME
Senior Laboratory Manager	
Assistant (Trainee) Laboratory Manager	
Quality Assurance Manager	

SIGNED ON BEHALF OF THE TENDERER: .....

**C1.2.4 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 SMEC Consulting (Pty) Ltd (hereinafter called "the Employer") on the one part, herein represented  
by .....  
in his capacity as .....  
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 R.033-130-2019/3 C-SL:

SUB-CONTRACT FOR SITE MATERIALS LABORATORY FOR THE UPGRADING OF NATIONAL ROAD R33 SECTION 13 IN VAALWATER TOWN (KM 60.8 TO KM 63.0)

and has accepted a tender by the Mandatary for the materials sampling and testing as part of the supervision of the construction works and has appointed the Mandatary in terms of Regulation 5(1)(k) 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 the date of the either :
  - a) the date of the completion of the services in respect of sub-clause 8.2 of the Conditions of Contract, or
  - b) the date of termination of the contract in terms of sub-clause 8.4 of the Conditions of Contract.
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 subcontractors.
4. The Mandatary agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
5. The Mandatary is responsible for the compliance with the Act by all his sub-contractors, whether or not nominated and/or approved by the Employer.
6. The Mandatary warrants that all his and his sub-contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst

any such workmen 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 subcontractors 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 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 subcontractors.

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) .....

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## **PART C2:      PRICING DATA**

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## **PART C2: PRICING DATA**

CONTRACT SANRAL R.033-130-2019/3 C-SL  
SUB-CONTRACT FOR SITE MATERIALS LABORATORY FOR THE UPGRADING OF NATIONAL  
ROAD R33 SECTION 13 IN VAALWATER TOWN (KM 60.8 TO KM 63.0)

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## C2.1 PRICING INSTRUCTIONS

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

<b>Unit:</b>	The unit of measurement for each item of work as defined in the standard specifications or the Scope of Works.
<b>Test Reference:</b>	The standard test method as specified in South African National Standards (SANS) 3001 series. This reference has been included for information purposes only.
<b>Quantity:</b>	The number of units of work for each item as provided by the Employer or as tendered by the Contractor.
<b>Rate:</b>	The payment per unit of work for which a rate has been provided by the Employer or for which the Contractor tenders to do the work.
<b>Amount:</b>	The product of the quantity and the rate tendered for an item.
<b>Lump Sum:</b>	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
<b>Provisional Sum:</b>	An amount allowed for in the Pricing Schedule for which the quantity of work is not known.
<b>Prime Cost:</b>	Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the Tenderer's handling, supervision and liability costs in providing the item or services.

C2.1.2 The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:

•	%	=	percentage
•	hr	=	hour
•	L/sum	=	lump sum
•	month	=	23 work days
•	No	=	number
•	No. month	=	number x month
•	Prov sum	=	provisional sum
•	PC Sum	=	prime cost sum
•	R/only	=	Rate only
•	sum	=	lump sum
•	w/day	=	work day

C2.1.3 The quantities set out in the Pricing Schedule are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider.

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

C2.1.4 It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information standards).

C2.1.5 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may

be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

C2.1.6 Reasonable compensation will be received where no pay item appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other pay item.

C2.1.7 Rates and lump sums shall include full compensation for overheads, quality assurance in terms of. ISO 17025, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified in the standard specifications and Project Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.

C2.1.8 The Tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the Tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the pricing schedule.

The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the Tendered rate shall apply should work under this item actually be required.

If the Tenderer should group a number of items together and Tender one lump sum for each group of items, this single Tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

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

C2.1.9 The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work

C2.1.10 .Whilst prices or rates shall not be subject to Contract Price Adjustment, they shall 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 P0141.1 of Statistics South Africa for metropolitan and other urban areas) 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.



C2.1.11 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 sub-clause C2.1.10 above.

C2.1.12 Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed.

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

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

The Service Provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a Sum.  
All percentage adjustment (mark-up) against the Sum for handling fee, profits, etc. shall not be negative.

C2.1.13 Arithmetical errors, omissions and discrepancies refer to sub-clause 5.9 in the Conditions of Tender.

C2.1.14 A Tender may be deemed unresponsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the Tenderer fails, within a period of 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.

C2.1.15 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents.

C2.1.16 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

CONTRACT SANRAL R.033-130-2019/3 C-SL  
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ROAD R33 SECTION 13 IN VAALWATER TOWN (KM 60.8 TO KM 63.0)

**C2.2 PRICING SCHEDULE (INCORPORATING SBD3.3)**

(Note to Tenderer:

1. Complete the Pricing Schedule provided in MS Word 2010® format as part of the Returnable Schedules electronically or by hand
2. Save the complete Pricing Schedule to PDF.
3. Print and sign the generated PDF file and scan the signed Pricing Schedule to the CD / flash drive.)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>C3.2</b>	<b>SITE LABORATORY</b>				
<b>C3.2.02</b>	<b>Class B laboratory type:</b>				
	(a) Soils laboratory (complete):				
	(i) Establishment (including supply of equipment)	L/Sum	1.0		
	(ii) Operations	month	15		
	(c ) Asphalt laboratory (complete):				
	(i) Establishment (including supply of equipment)	L/Sum	1.0		
	(ii) Operations	month	15		
<b>SUB-TOTAL CARRIED FORWARD TO NEXT PAGE</b>					
<b>SUB-TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE</b>					
<b>C3.2.03</b>	<b>Class C laboratory type:</b>				
	(b) Concrete laboratory (complete):				
	(i) Establishment (including supply of equipment)	L/Sum	1.0		
	(ii) Operations	month	15		
<b>C3.2.04</b>	<b>Computers, printers and software:</b>				
	(a) Establishment (including supply of equipment)	L/Sum	1.0		
	(b) Operations	month	15		
<b>C3.2.05</b>	<b>Laboratory administration and consumables:</b>				
	(a) Operations	month	15		
	(b) ITIS data capture	month	15		
	(c) SARDS data capture	month	15		
<b>TOTAL FOR C3.2 SITE LABORATORY CARRIED FORWARD TO SUMMARY PAGE</b>					

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C3.3	LABORATORY PERSONNEL				
C3.3.01	Supply of site laboratory personnel:				
	(a) Senior Site Laboratory Manager:				
	(i) Establishment	L/Sum	1.0		
	(ii) Operations	month	15		
	(c ) Assistant Trainee Laboratory Manager:				
	(i) Establishment	L/Sum	1.0		
	(ii) Operations	Prov Sum	1.0	400 000.00	400 000.00
	(iii) Handling costs in respect of Sub-item C3.3.01(c)(ii)	%	400 000.00		
	(d) Senior Materials Tester (Field):				
	(i) Establishment:				
	(1) SMT Field 1	L/Sum	1.0		
	(2) SMT Field 2	L/Sum	1.0		
	(ii) Operations (densities, cubes, etc):				
	(1) SMT Field 1	month	15		
	(2) SMT Field 2	month	15		
	(e) Senior Materials Tester (Laboratory):				
	(i) Establishment:				
	(1) SMT Lab 1	L/Sum	1.0		
	(2) SMT Lab 2	L/Sum	1.0		
	(3) SMT Lab 3	L/Sum	1.0		
	(ii) Operations:				
	(1) SMT Lab 1	month	15		
	(2) SMT Lab 2	month	15		
	(3) SMT Lab 3	month	15		
SUB-TOTAL CARRIED FORWARD TO NEXT PAGE					
SUB-TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(g) Materials Tester (Laboratory):				
	(i) Establishment:				
	(1) MT Lab 1	L/Sum	1.0		
	(2) MT Lab 2	L/Sum	1.0		
	(3) MT Lab 3	L/Sum	1.0		
	(ii) Operations:				
	(1) MT Lab 1	month	15		
	(2) MT Lab 2	month	15		
	(3) MT Lab 3	month	15		
	(h) Assistant Materials Tester (Field):				
	(i) Establishment:				
	(1) AMT Field 1	L/Sum	1.0		
	(ii) Operations (densities, cubes, etc):				
	(1) AMT Field 1	month	15		

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>SUB-TOTAL CARRIED FORWARD TO NEXT PAGE</b>					
<b>SUB-TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE</b>					
	(i) Assistant Materials Tester (Laboratory):				
	(i) Establishment:				
	(1) AMT Lab 1	L/Sum	1.0		
	(2) AMT Lab 2	L/Sum	1.0		
	(3) AMT Lab 3	L/Sum	1.0		
	(ii) Operations:				
	(1) AMT Lab 1	month	15		
	(2) AMT Lab 2	month	15		
	(3) AMT Lab 3	month	15		
	(j) Laboratory General Assistant	month	15		
	(k) Data Capturer	month	15		
<b>SUB-TOTAL CARRIED FORWARD TO NEXT PAGE</b>					
<b>SUB-TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE</b>					
<b>C3.3.02</b>	<b>Extra-over Sub-item C3.3.01 for overtime payments to laboratory personnel:</b>				
	(a) Senior Materials Testers:				
	(i) SMT Field	hr	800		
	(ii) SMT Lab	hr	800		
	(b) Materials Testers:				
	(i) MT Field	hr	800		
	(ii) MT Lab	hr	800		
	(c) Assistant Materials Testers:				
	(iii) AMT Field	hr	800		
	(iv) AMT Lab	hr	800		
	(d) Laboratory General Assistant	hr	800		
	(e) Data Capturer	hr	200		
<b>TOTAL FOR C3.3 LABORATORY PERSONNELCARRIED FORWARD TO SUMMARY PAGE</b>					

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>C3.4</b>	<b>TRAINING</b>				
<b>C3.4.01</b>	<b>Training:</b>				
	(a) Engineering skills	Prov Sum	1.0	50 000.00	R50 000.00
	(b) Development	Prov Sum	1.0	R 25 000.00	R 25 000.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	(c) Safety	Prov Sum	1.0	R25 000.00	R 25 000.00
	(d) Training venue	Prov Sum	1.0	15 000.00	R 15 000.00
	(e) Remuneration of workers undergoing training	Prov Sum	1.0	R35 000.00	R35 000.00
	(f) Handling costs in respect of Sub-items C3.4.01(a), (b), (c), (d) and (e)	%	R150 000.00		
<b>TOTAL FOR C3.4 TRAINING CARRIED FORWARD TO SUMMARY PAGE</b>					

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>C3.5</b>	<b>STANDARD OF TESTING</b>				
<b>C3.5.01</b>	<b>Quality assurance and audits of the Site Laboratory:</b>				
	(a) External inspections / audits	Prov Sum	1.0	<i>R 75 000.00</i>	R75 000.00
	(b) Handling costs in respect of Sub-item C3.5.01(a)	%	R75 000.00		
	(c) Internal inspections / audits by SANAS accredited parent laboratory	No	15		
<b>TOTAL FOR C3.5 STANDARD OF TESTING CARRIED FORWARD TO SUMMARY PAGE</b>					

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>C3.6</b>	<b>PROVISION OF TRANSPORT AND HOUSING</b>				
<b>C3.6.01</b>	<b>Provision of transport for retrieving samples and all associated field work:</b>				
	(a) Travelling to perform sampling and field work	Prov Sum	1.0	600 000.00	600 000.00
	(b) Handling costs in respect of Sub-item C3.6.01(a)	%	600 000.00		
<b>C3.6.02</b>	<b>Accommodation for site laboratory managers and laboratory testing personnel:</b>				
	(a) Provision for accommodation	Prov Sum	1.0	800 000.00	800 000.00
	(b) Handling costs in respect of Sub-item C3.6.02(a)	%	800 000.00		
<b>TOTAL FOR C3.6 TRANSPORT AND HOUSING CARRIED FORWARD TO SUMMARY PAGE</b>					

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>C3.7</b>	<b>SPECIALISED EQUIPMENT AND OFFSITE TESTING</b>				
<b>C3.7.0 1</b>	<b>Specialised equipment (not provided for in the various laboratory types):</b>				
	(a) Walking profilometer:				
	(i) Establishment (including supply of equipment)	L/Sum	1.0		
	(ii) Operations	month	15		
	(b) Gyrotory compactor				
	(i) Establishment (including supply of equipment)	L/Sum	1.0		
	(ii) Operations	month	15		
	(c) Vacuum sealing device conforming to AASHTO T331				
	(i) Establishment (including supply of equipment)	L/Sum	1.0		
	(ii) Operations	month	15		
<b>C3.7.0 2</b>	<b>Off-site specialised testing:</b>				
	(a) Testing by an external SANAS accredited laboratory upon the instruction of the Employer's representative	Prov Sum	1.0	350 000.00	
					350 000.00
	(b) Handling costs in respect of Sub-item C3.7.02(a)	%	350 000.00		
<b>TOTAL FOR C3.7 SPECIALISED EQUIPMENT AND OFFSITE TESTING CARRIED FORWARD TO SUMMARY PAGE</b>					

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>C3.8</b>	<b>OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS</b>				
<b>C3.8.01</b>	<b>Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Regulations, including the Construction Regulations (2014)</b>	month	15		
<b>TOTAL FOR C3.8 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS CARRIED FORWARD TO SUMMARY PAGE</b>					

**SUMMARY OF PRICING SCHEDULE**

SECTION C3.2	SITE LABORATORY .....	R .....
SECTION C3.3	LABORATORY PERSONNEL .....	R .....
SECTION C3.4	TRAINING .....	R .....
SECTION C3.5	STANDARD OF TESTING .....	R .....
SECTION C3.6	PROVISION OF TRANSPORT AND HOUSING .....	R .....
SECTION C3.7	SPECIALISED EQUIPMENT AND OFFSITE TESTING .....	R .....
SECTION C3.8	OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS .....	R .....
SUB-TOTAL .....		R .....
ADD 15% VALUE ADDED TAX .....		R .....

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**TENDER AMOUNT CARRIED TO:**

**C1.2.1 FORM OF OFFER (INCORPORATING SBD7)** R .....

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SIGNED ON BEHALF OF THE TENDERER: .....