

Note to Compiler: Insert the Main Contractor Name and logo

CONTRACT SANRAL N.004-112-2019/1R-ISI

CONTRACT TITLE:

**SUB-CONTRACT FOR THE INCUMBENT SYSTEM
INTEGRATOR FOR THE OPERATIONS AND MAINTENANCE
OF THE TOLL SYSTEM** **Note to Compiler: Insert the toll
plaza(s) and toll route**

PROJECT DOCUMENT

BASE DATE: OCTOBER 2025

**CONTRACT
DOCUMENT**

VOLUME 3

Note to Compiler: Insert the Main Contractor address

NAME OF SUBCONTRACTOR: Note to compiler: Insert ISI name.

Note to Compiler: Insert the Main Contractor Name and logo

CONTRACT SANRAL N.004-112-2019/1R-ISI

**SUB-CONTRACT FOR THE INCUMBENT SYSTEM INTEGRATOR FOR
THE OPERATIONS AND MAINTENANCE OF THE TOLL SYSTEM AT**

Note to compiler: Insert the relevant toll plaza(s) and toll route.

DOCUMENT TITLE: PROJECT DOCUMENT

THIS DOCUMENT IS ISSUED BY:

Note to Compiler: Insert the Main Contractor address.

LIST OF CONTRACT DOCUMENTS

The following documents form part of this Agreement:

VOLUME 1: CONDITIONS OF CONTRACT

- Volume 1, Book 1* *Conditions of Contract for Design, Build and Operate Projects (2008), issued by the Fédération Internationale des Ingénieurs – Conseils (FIDIC) which the Tenderer shall purchase himself*
- Volume 1, Book 2* *Particular Conditions of Contract (October 2010)*

VOLUME 2: EMPLOYER'S REQUIREMENTS

- Volume 2, Book 1a* *Standard Specifications for Operations and Maintenance of CTROM Projects: Part A: Glossary of Terms (October 2010) and Part B: Generic Scope of Works (October 2010)*
- Volume 2, Book 2a* *Standard Specifications for Operations and Maintenance of CTROM Projects: General (October 2010)*
- Volume 2, Book 3* *Standard Specifications for Operations and Maintenance of CTROM Projects: Electrical and Mechanical Equipment (October 2010)*
- Volume 2, Book 4a* *Standard Specifications for Operations and Maintenance of CTROM Projects: Toll Systems (October 2010)*
- Volume 2, Book 5* *Standard Specifications for Operations and Maintenance: Electronic Toll Collection (ETC) (September 2010)*
- Volume 2, Book 6a* *Standard Specifications for Operations and Maintenance of CTROM Projects: Performance Measurement (October 2010)*
- Volume 2, Book 7a* *Standard Specifications for Operations and Maintenance of CTROM Projects: Payment Methodology and Description of Payment Items (October 2010)*
- Volume 2, Book 8a* *Standard Specifications for Operations & Maintenance of CTROM Projects: ETC Interoperability – Business Rules (October 2010)*

VOLUME 3: PROJECT DOCUMENT

- Volume 3* The Project Document, containing the relevant information from the incumbent contract **Note to compiler: insert incumbent contract number**, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Site Information is issued by the Employer.

VOLUME 4: PROJECT INFORMATION DOCUMENT

- Volume 4* *Project Information Document*

Tender Documents

The tender documents issued by the Employer comprise:

VOLUME 1 CONDITIONS OF CONTRACT

- Book 1 Contract for Design, Built and Operate Projects (2008) published by Fédération Internationale des Ingénieurs-Conseils (FIDIC)
- Book 2 Particular Conditions of Contract (October 2010)

VOLUME 2 EMPLOYERS REQUIREMENTS: STANDARD SPECIFICATIONS

- Book 1a Standard Specifications for Operations and Maintenance of CTROM Projects: Part A: Glossary of Terms and Part B: Generic Scope of Works (October 2010)
- Book 2a Standard Specifications for Operations and Maintenance of CTROM Projects: General (October 2010)
- Book 3 Standard Specifications for Operations and Maintenance of CTROM Projects: Electrical and Mechanical Equipment (October 2010)
- Book 4a Standard Specifications for Operations and Maintenance of CTROM Projects: Toll Systems (October 2010)
- Book 5 Standard Specifications for Operations and Maintenance of CTROM Projects: Electronic Toll Collection (ETC) (September 2010)
- Book 6a Standard Specifications for Operations and Maintenance of CTROM Projects: Performance Measurement (October 2010)
- Book 7a Standard Specifications for Operations and Maintenance of CTROM Projects: Payment Methodology and Description of Payment Items (October 2010)
- Book 8a Standard Specifications for Operations and Maintenance of CTROM Projects: ETC Interoperability - Business Rules (October 2010)

VOLUME 3 PROJECT DOCUMENT

Part C1 Agreement and Contract Data

- C1.2 Contract Data
- C1.3 Particular Conditions - Part B: Special Provisions
- C1.4 Other Standard Forms

Part C2 Pricing Data

- C2.1 Pricing Instructions
- C2.2 Schedule of Payments/Cost Matrix

Part C3 SCOPE OF WORK

- C3.1 Project Description
- C3.2 Particular Specifications for Operations and Maintenance

Part C4 Site Information

PART E ANNEXURES

VOLUME 4 PROJECT INFORMATION DOCUMENT

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PART C1: AGREEMENTS AND CONTRACT DATA

PART C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORMS OF OFFER AND ACCEPTANCE

C1.1.1 LETTER OF OFFER (INCORPORATING SBD7)

C1.1.2 FORM OF ACCEPTANCE (INCORPORATING SBD7)

NOT APPLICABLE TO THIS CONTRACT

TEMPLATE

C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

NOT APPLICABLE TO THIS CONTRACT

TEMPLATE

C1.1.4 CONTRACT AGREEMENT

This Agreement made on the _____ day of _____ ,
20_____,

between _____ *(Note to Contract Compiler: Update to reflect the Main Contractor's details who will be the Employer in this Agreement)*

of _____ *(Note to Contract Compiler: Update to reflect the Main Contractor's address)*

(herein called "the Employer"), of the one part,

and _____ *(name of Contractor)*

of _____ *(address of Contractor)*

(herein called "the Contractor"), of the other part:

Whereas the Employer desires that the "**Notes to Compiler: insert the contract description**" (the Works), should be completed, improved, expanded, replaced, designed, executed, commissioned, operated and maintained by the Contractor.

The Employer and the Contractor agree as follows:

In this Agreement, the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as a part of this Agreement:

1. The Conditions of Contract
2. The Employer's Requirements
3. The completed Schedules
4. The Contractor's Proposal
5. The Incumbent Contract (**Notes to Compiler: Insert Incumbent Contract No.**) related to the Toll System

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby agrees with the Employer to design, execute, complete and commission the Design-Build works (If triggered), and for the Toll System maintenance and support and to remedy any defects therein in conformity with the provisions of the Contract.

The Employer hereby agrees to pay the Contractor, in consideration of the design, execution, completion and commissioning of the Design-Build works (If triggered), and for the Toll System maintenance and support and to remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract, and to grant the Contractor a royalty-free licence to enable him to take-over, operate and maintain the Works during the Operation Service Periods.

In witness whereof the Parties hereto have caused this Agreement to be executed on the day and year first above written.

SIGNED BY: _____ SIGNED BY: _____

(Signature)

for and on behalf of the Contractor in the presence of
presence of

WITNESS: _____

(Signature)

NAME: _____

ADDRESS: _____

DATE: _____

(Signature)

for and on behalf of the Employer in the

WITNESS: _____

(Signature)

NAME: _____

ADDRESS: _____

DATE: _____

TEMPLATE

C1.2 CONTRACT DATA

C1.2.1 INTRODUCTION

This Contract will be let as the Incumbent System Integrator Sub-contract to the Main Contract for the Operations and Maintenance of the Toll System at the **Note to Compiler: Insert name of toll plaza(s) and toll route**. The Main Contractor will appoint the Incumbent System Integrator for the Toll System Maintenance and Support and for the execution of Design-Build Section 2 (If triggered) until a Nominated Subcontractor for the Design Build Operations and Maintenance of the Toll System for this contract will be established.

C1.2.1.1 CONDITIONS OF CONTRACT CONCEPTS

The Conditions of Contract comprise the "General Conditions", "Particular Conditions Part A – Contract Data" and "Particular Conditions Part B – Special Provisions", which include amendments and additions to such General Conditions.

For the Main Contract the following shall apply:

1. The **General Conditions** of Contract shall be the "Conditions of Contract for Design, Build and Operate Projects, First Edition 2008" published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC)
2. The **Contract Data** (Particular Conditions, Part A) as set out in the Main Contract Part C1, and which provisions take preference over the General Conditions and Special Provisions; and
3. The **Special Provisions** (Particular Conditions, Part B) as set out in the Main Contract PART C1, and which provisions take preference over the General Conditions.
4. A copy of the Main Contractor's Tender Document will be made available to the ISI for purposes of context and a better understanding of the Works.

For the INCUMBENT SYSTEM INTEGRATOR SUB-CONTRACT (ISI) (this Contract) the following shall apply:

1. The **General Conditions** of Contract shall be the "Conditions of Contract for Design, Build and Operate Projects, First Edition 2008" published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC)
2. The **Contract Data** (Particular Conditions, Part A) as set out in C.1.2.1 below, and which provisions take preference over the General Conditions and Special Provisions; and
3. The **Special Provisions** (Particular Conditions, Part B) as set out in C.1.2.2 below, and which provisions take preference over the General Conditions.
4. A copy of the Incumbent System Integrator Subcontract will be made available to the MC for purposes of context and a better understanding of the Works.

C1.2.1.2 ASSOCIATED CONTRACTS AND TERMINOLOGY

The terminology used for the contracts and the various roles versus the FIDIC terminology is tabled and clarified below:

TABLE 1: ASSOCIATED CONTRACTS AND TERMINOLOGY

Contract Entity	Main Contract (MC) (CTROM Operations and Maintenance Contract)	Incumbent System Integrator Subcontract (ISI)	How these should be interpreted in this contract
SANRAL	Employer	Principal Employer	Principal Employer
Main Contractor (MC) (Operations and Maintenance Contractor)	Contractor	Employer	Main Contractor
Toll System Subcontractor (ISI)	Incumbent System Integrator Subcontract (ISI)	Contractor	Incumbent System Integrator Subcontract (ISI)
Employer's Representative	Employer's Representative	Main Contractor's (MC) Representative	MC Representative

The Special Provisions (Particular Conditions, Part B) as set out in C.1.2.2 below, include clarifications and special stipulations to make the Nominated Subcontract Conditions of Contract specific to this nominated subcontract.

All references to Contractor or ISI in the General Conditions, the Contract Data and the Special Provisions refer to the Nominated Subcontractor (ISI).

C1.2.2 PART A: "PARTICULAR CONDITIONS: CONTRACT DATA

Clause No.	Condition Reference.	Data
1.1.24	Where the Contract allows for Cost Plus Profit, percentage profit to be added to the cost:	5%
1.1.26	Cut Off Date (number of days after the Time for Completion of Design-Build):	180 days
1.1.32	Employer's name and address:	Means the Main Contractor, who will be notified once appointment has been finalised. The Employer's Address is: To be notified once appointment has been finalised.
1.1.35	Employer's Representative name and address:	An Employer's Representative is not applicable under this Incumbent System Integrator Subcontract. The Main Contractor shall, however, during the Establishment Period propose the name and full particulars of his Main Contractor's Representative (who shall be capable to undertake similar responsibilities and duties as set for an Employer's Representative pursuant to the Conditions of Contract) for approval by the Principal Employer.
1.1.70	Parts of the Works that shall be designated a Section for the purposes of the Contract:	Contract Data for Sections is provided in Appendix 1 hereto.
1.1.78	Time for Completion of Design-Build:	Contract Data for Sections is provided in Appendix 1 hereto.
1.3	Agreed methods of electronic transmission:	Virus protected E-mail
1.3	Address of Employer for communications:	To be confirmed after award.
1.3	Address of Employer's Representative for communications:	To be confirmed after award.
1.3	Address of Contractor for communications:	To be confirmed after award.
1.4	Contract shall be governed by the law of:	South Africa
1.4	Ruling language:	English
1.4	Language for communications:	English
2.1	After receiving the Letter of Acceptance, the Contractor shall be given access to all or part of the site within:	Contract Data on envisaged site access is given in Appendix 1 hereto.
4.2	Initial Performance Security during the design-built section 2: (that applies to the Design Build part of the works only)	Not applicable
4.2	Performance Security during the Operation Service part of the Work: (due	Not Applicable

Clause No.	Condition Reference.	Data
	from the start of the Contract for the duration of the Operations Service)	
	Currency.....	ZAR (South African Rand)
5.1	Period of notification of errors, faults and other defects is:	21 days
5.2	Contractor's documents requiring approval:	Contract Data is tabled in Appendix 2 hereto.
6.5	Normal working hours on the Site:	With the exception of public holidays (including statutory election days) of the Country and necessary shift works pursuant to the Employer's Requirements and the Operation and Maintenance Plan, the normal working hours are: South African time (7:00 to 18:00) on Mondays to Fridays. For Toll Operations the working hours are 24 hours for 7 days
8.2	Period of the Operation Service:	
	Operation Service Period section 1 at the Toll Plazas on the N4 Magalies Toll Route commencing on the issuing of Commissioning Certificate for Design-Build: Section 1.	Note to compiler: Insert duration months. The ISI subcontract shall be terminated with a 3-month notice period by the Principle Employer.
8.3	Software to be used for Contractor's time programmes:	Unless otherwise stated in the Employer's Requirements, appropriate Microsoft programming products shall be used.
9.2	Time for Completion of Design-Build of all Works:	Contract Data for Sections is provided in Appendix 1 hereto.
9.2	Time for Completion of each Section:	Contract Data for Sections is provided in Appendix 1 hereto.
9.6	Delay damages relating to Design-Build (amount per day of delay at Base Date value and which shall be adjusted in accordance with Sub-Clause 13.8):	Contract Data for Sections is provided in Appendix 1 hereto.
	Note: <i>If specified in the Employer's Requirements and in addition to the application of delay damages, programme performance adjustments may be applicable when the Contractor fails to achieve interim milestones on his time programmes.</i>	
9.6	Maximum Amount of delay damages:	10% of Value of Work for particular section
10.6 (a)	Maximum Compensation payable by Contractor (Amount):	10% of Contract Amount and which shall be adjusted in accordance with Sub-Clause 13.8
10.6 (b)	Maximum Compensation payable by Employer (Amount):	10% of Contract Amount and which shall be adjusted in accordance with Sub-Clause 13.8

Clause No.	Condition Reference.	Data
10.7 (b)	Rights of Employer if failure continues for more than 84 days:	In addition to the stated Conditions of Contract, the Employer shall also be entitled to: (i) arrange for the performance of the relevant affected part of the Operation Service by another person at the Contractor's cost, or (iv) terminate the affected, relevant and appropriate part of the Operation Service by giving not less than 56 days' Notice, in accordance with Sub-Clause 15.2 [Termination for Contractor's Default]
14.2	Amount of Advance Payment (percent of Accepted Contract Price):	ZAR 0.00 (0%)
14.2	Currencies of Advance Payment if different to the currencies quoted in the Contract:	Not applicable
14.2	Percentage deductions for the repayment of the Advance Payment:	Not applicable
14.3 (c)	Retention deductions from Interim Payments during:	
	Design – Build Period	0%
14.3 (c)	Operation Service Period	0%
	Limit of Retention Money during:	
	Design – Build Period	ZAR 0.00
	Operation Service Period Note: The provisions for retention (deductions, retention money, maintenance retention fund, retention period, retention guarantee / bond and the like) is not applicable to the Contract.	ZAR 0.00
14.6	Plant and Materials for payment when shipped and delivered to Site:	0%, This provision shall not be applicable to the Contract.
14.7	Minimum Amount of Interim Payment Certificate:	ZAR 0,00
14.9	Financing charges for delayed payment (percent points above discount rate):	2 % above the repo rate of the South African Reserve Bank
14.17	Currencies for payment of Contract Price:	ZAR (South African Rand) only
14.17	Proportions of Local and Foreign Currencies are:	
	Local.....	100 %

Clause No.	Condition Reference.	Data
	Foreign.....	0 %
14.19	Amount of Maintenance Retention Fund:	ZAR 0.00, This provision shall not be applicable to the Contract.
17.1 (b)	Operation of forces of nature allocated to the Contractor:	The Conditions of Contract shall be applicable.
17.8	Total liability of Contractor shall not exceed:	10% of the Accepted Contract Amount
19.2(a)(i)	Permitted deductible limits:	ZAR 100 000 per event at Base Date Value which shall be adjusted in accordance with Sub-Clause 13.8.
19.2(a)(ii)	Additional sum to be insured:	15% of the value of the assets of the project.
19.2(a)4	Additional sum to be insured:	Contract Data is given in Appendix 3 hereto
19.2(a)4	Employer's Risk to be insured if different to Sub-Clause 17.1(b)(iii):	Contract Data is given in Appendix 3 hereto
19.2(a)5	Exceptional Risks to be insured if different to Sub-Clause 18.1(4):	Contract Data is given in Appendix 3 hereto
19.2(b)	Insurance of Contractor's Equipment (amount required):	An amount equal to the full replacement value thereof at Base Date Value and which shall be adjusted in accordance with Sub-Clause 13.8
19.2(c)	Amount of Professional Liability Insurance required:	Contractor to determine appropriate amount
19.2(c)	Period for which professional liability insurance required:	Up to the issuing of the Contract Completion Certificate
19.2(e)	Amount of insurance required for injury to employees and damage to property	Contractor to determine appropriate amount
19.3(a)	Insurance of the works:	As specified in Table 1 of Appendix 3 hereto and at full replacement value at Base Date and which shall be adjusted in accordance with sub-Clause 13.8 on an annual basis.
	Permitted deductible limits:	Employer's Equipment: As specified in Table 1 of Appendix 3 hereto
19.3(b)	Injury to any person and damage to property amount:	Contractor to determine appropriate amount
19.3(d)	Other insurances required by law and local practice:	Contract Data is given in Appendix 3 hereto
19.3(e)	Other optional Operational Insurances:	Contract Data is given in Appendix 3 hereto
20.3	Date for appointment of ad-hoc DAB.....	The date shall be a date within 28 days after the date of a Dispute Notice of either Party to the other Party
20.3	Selection list of DAB Chairperson:	Not applicable
20.4	The DAB shall comprise:	One (1) member

Clause No.	Condition Reference.	Data
20.8	Appointing entity (official) for DAB members, if not agreed, shall be.....	President of the South African Institute for Civil Engineers or a person nominated by him/her
	Language of arbitration:	English
C3.3.5(d)	Environmental Management Plan (EMPC)	Not Applicable
C3.4.4(e)	Appointed PLO	No PLO appointed

C1.2.3 APPENDIX 1 TO CONTRACT DATA: SECTION DATA.

1. Design-Build Section data

- 1.1. The summarized Design-Build Section data (definitions) in table 2 below shall also be read and construed in accordance with the Employer's Requirements and Schedule of Payments.
- 1.2. It shall be noted that the Design-Build works for the defined Sections shall be executed in a real time operational environment.
- 1.3. Section 1 is for the Contractor to establish and take over existing systems, operations, and maintenance activities. The Contractor shall be given access to the site on the Commencement Date.
- 1.4. Section 2 covers the Incumbent System Integrator works, together with the emergency repairs and replacements to the hardware and software of the existing toll system handed over at Commencement Date. All replacements and repairs shall be subject to the approval of the Principle Employer.
- 1.5. The Section data tabled below is of a general nature and shall be interpreted in accordance with the corresponding or associated data as detailed in the Employer's Requirements. The data also refers to the general provisions for access to and possession of the applicable part of the Site pursuant to Sub-Clause 2.1 [*Right of Access to the Site*] of the Conditions of Contract. It further refers to the Employer's Assets to be taken over by the Contractor prior to the issue of a Section Commissioning Certificate and for the purpose of operations and maintenance thereof, pursuant to Sub-Clause 4.26 [*Take-over of Employer's Assets*] of the Conditions of Contract.
- 1.6. The Principal Employer is entitled to re-allocate any part (subject that it is not material) of the Works, Design-Build and/or Operation Service of an earlier Section to a subsequent Section by notifying the Contractor at a reasonable period in advance. Notwithstanding any other contrary provision of the Contract, the execution of this entitlement shall not give rise to any Contractor's claim for delay and additional cost [pursuant to Sub-Clause 20.1 [*Contractor's Claims*] of the Conditions of Contract] in relation thereto.

Notes to compiler: Insert graphical representation of DB and OSP

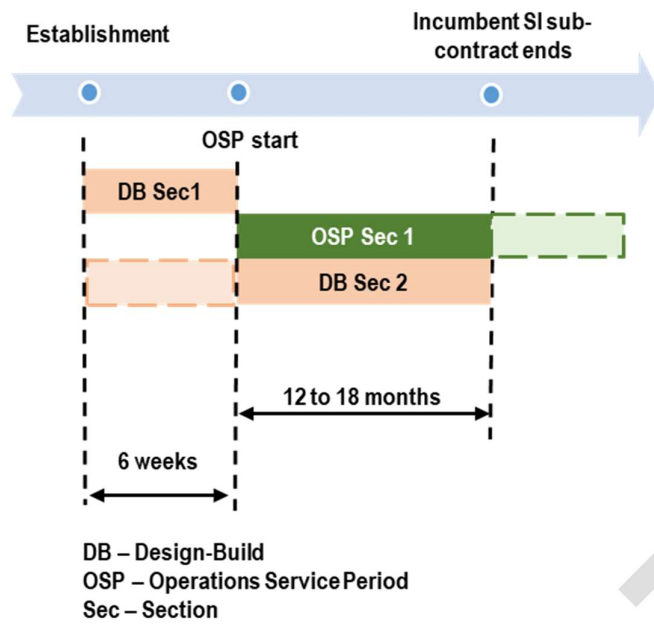


Figure 1: Graphical representation of Design Build and Operation Service Sections

TABLE 2: APPENDIX TO CONTRACT DATA (NOMINATED SUBCONTRACT)

Section no	Design-Build Section definition	Section Start date	Time for completion (days)	Delay damages (per day)	Section Commissioning Certificate	Cut-off date (days)	Retention
<i>Sub-Clause references</i>		1.1.6, 8.1, 9.1	1.1.78, 8.2; 9.2	8.5; 9.6	1.1.71, 11.5, 11.7	1.1.26, 9.13	1.1.66
1	Establishment period.	Commencement Date	28 days	N/A	Yes	90 days	N/A
2	Keep existing compliance level plus System Obsolescence upgrades, Routine Maintenance upgrades, Performance Related upgrades, Software related upgrades and Emergency repairs or other upgrades, subject to the approval of the Employer.	Section 1 Commissioning (Contractor can start earlier at days Commencement Date)	360 to 540 days	Refer Section 6 of V2B6a	Yes	90 days	N/A

2. Operation Service Period Section Data

- 2.1. The Operation Service Period Sections are as defined in Item 2 of this Appendix 1 and as shown in Figure 1. Each Design Build Section have its own specific Operation Service requirements, and for this purpose separate Operation Service Periods are defined.

Each OSP Section shall only commence after the completion of the Trial Operations and System Compliance verification. The previous OSP Section shall continue whilst DB for the following Section is not commissioned.

- 2.2. Operation Service Period Section 1 (OSP Sec 1) is for the operations and maintenance of Design Build Section 1.

- 2.3. The Contractor shall perform the Operation Service for OSP Sec 1 in accordance with Sub-Clause 10 [*Operation Service*].

The commencement of OSP Sec 1 shall follow on the commissioning date of Design Build Section 1.

The scope of OSP Sec 1 shall be as described in PART C3 and include all the work required to perform the operations and maintenance of the handed over Toll System and any upgrades.

- 2.4. There is no Operation Service Period Section 2 (OSP Sec 2). OSP Sec 1 shall continue until Design Build Section 3 is completed. This sub-contract shall be terminated before the end of Operations Service Period 1.

- 2.5. The Section data tabled here and in figure 1 is of a general nature and shall be interpreted in accordance with the corresponding or associated data as detailed in the Employer's Requirements.

- 2.6. The Principal Employer is entitled to re-allocate any part (subject that it is not material) of the Works, Design-Build and/or Operation Service of an earlier Section to a subsequent Section by notifying the Contractor at a reasonable period in advance. Notwithstanding any other contrary provision of the Contract, the execution of this entitlement shall not give rise to any Contractor's claim for delay and additional cost [pursuant to Sub-Clause 20.1 [*Contractor's Claims*] of the Conditions of Contract] in relation thereto.

C1.2.4 APPENDIX 2 TO CONTRACT DATA: APPROVAL DATA

The Contractor's Documents requiring approval pursuant to Sub-Clause 5.2 and the provisions and requirements of the Contract include:

- C1.2.4.1 All Contractor's documentation related to his quality assurance system, OHS and environmental plans,
- C1.2.4.2 The functional specifications, testing procedures, software executable release plans and as-built documentation in relation to the Design-Build (If triggered),
- C1.2.4.3 The Operation and Maintenance Plan,
- C1.2.4.4 The Operation and Maintenance Manuals related to the Operation Service,
- C1.2.4.5 The Maintenance Manuals related to the Maintenance and Support Services,
- C1.2.4.6 Design-Build documents requiring approval in terms of the Employer's Requirements (if triggered), and
- C1.2.4.7 Operation Service documents requiring approval in terms of the Employer's Requirements.

C1.2.5 APPENDIX 3 TO CONTRACT DATA: INSURANCE DATA

The following insurance obligations and data shall apply in relation to the corresponding Sub-Clauses of the Conditions of Contract:

Delete the entire Clause 19 and replace with the following:

19.1 Contractor's Insurance

Without in any way limiting or derogating from the obligations, liabilities or responsibilities of the Contractor, the Contractor shall effect and maintain for the duration of this Contract such insurances as the Contractor considers sufficient to adequately cover its risks and liabilities and obligations associated with this Contract.

All such insurances shall be effective from the Commencement Date and maintained in force until the Termination Date or Contract Completion Certificate, as applicable.

Within 14 (fourteen) days of the Commencement Date, or as stated in the Contract Data and on the annual anniversary of this Contract and at any other time, during the existence of this Contract, as required by the Employer, the Contractor shall submit to the Employer for the Employer's approval, which shall not be unreasonably withheld, detail of all such insurances, existing or proposed. The approval of the Employer shall not in any way constitute a waiver to any of its rights in terms of the Contract and the Contractor shall at all times comply fully with its obligations under this Contract.

Such detail shall as a minimum, in respect of each separate insurance, include:

- a) confirmation and proof that the Employer is named as an additional insured under the policies;
- b) the extent to which the Employer is indemnified by the insurance;
- c) confirmation that a "cross liability" clause is included;
- d) the identity of the insurers and re-insurers;
- e) a description of the cover provided, with detail of the principal extensions of cover;
- f) where relevant, a description of the insured property;
- g) the relevant period of insurance, showing the next renewal date;
- h) the sums insured and/or indemnity limits and whether these apply per occurrence of indemnifiable loss or for the period of insurance;
- i) the amount and application of deductibles/excesses/first amounts payable;
- j) the principal exclusions;
- k) an undertaking from the Insurers that any:
 - i. restriction or limitation of the cover provided;
 - ii. change to the period of insurance;
 - iii. reduction in the sums insured and/or limits of indemnity or;
 - iv. notice of cancellation or non-renewalwill be provided to the Employer at least 60 (sixty) days before the effective date of such event;
- l) an undertaking pursuant to Clause 19.1(k) from the Contractor's insurance brokers.

Whenever so required by the Employer, the Contractor shall provide to the Employer:

- a) full copies of such insurances; and
- b) evidence or proof of any or all premium payments.

Details of insurance effected by the Employer in respect of the Employer Fixed Assets, Permanent Design-Build Assets provided by the Employer, and the cover that will be available to the Contractor is detailed in Clause 19.5. The Contractor shall be liable for all deductibles latent to these insurances. The Contractor shall determine the amount of the deductibles applicable under this insurance and shall review the scope and extent of cover available under the Employer's insurance at each renewal date.

The Contractor's Third Party Liability insurance shall provide protection against all third party claims arising out of or in connection with any activities relating to the Works including, inter alia:

- a) loss, destruction or damage to real or personal property;
- b) obstruction, loss of amenities, loss of use of land, water, building, property or right of way;
- c) liability that may result from latent defects or removal or weakening of support to property;
- d) injury to, or disease or death of persons; and
- e) legal costs of insured parties in respect of claims.

The principal classes of insurance for consideration by the Contractor should include Public Liability, Professional Indemnity, Assets All Risks, Electronic Equipment, Business Interruption, Money, Fidelity Guarantee and Sasria perils.

The Contractor shall review the scope and extent of cover limits to cater for any relevant change in the exposures to loss damage or liability on either each annual anniversary of the Commencement Date of the Contract or the anniversary of the relevant insurances. Any proposed changes to the insurances arising from such review shall require the approval of the Employer.

The Contractor shall comply and ensure that its sub-contractors of all tiers comply with the terms and conditions of all insurances effected in accordance with this sub-clause 19 and the procedures for claims notification and registration thereunder and shall do nothing or omit to do anything which might prejudice such insurances.

The Contractor shall submit the declaration of insurance.

PCC19.2 The Employer's Right to Insure

If the Contractor fails or refuses to comply with its obligations under this Clause 19, the Employer shall, without prejudice to any of its rights hereunder or otherwise and subject to giving the Contractor prior notice allowing the Contractor a reasonable period not exceeding 14 (fourteen) days to comply with such obligations, be entitled to affect such insurances itself and recover the premiums and all reasonable administrative and other expenses of doing so by calling on the Performance Security and/or from the Contractor as a debt.

PCC19.3 Notification of Claims

The Contractor shall give the Employer immediate notification (with a copy to the Employer's Representative) of any claim under any of the insurances effected in accordance with this Clause 19 and provide, at its own cost, to the Employer copies of all exchange of correspondence between the Contractor and the insurers and/or loss adjusters in regard to any ongoing or intended claims under any such circumstances.

PCC19.4 Contractor's obligation to restore the Site

Subject to the provisions of the Employers Requirements, if any loss or damage to the Site or any part thereof is occasioned by any one or more of the perils insured against by the insurances referred to in this Clause 19, the Contractor shall, notwithstanding that settlement of any insurance claim has not been completed, with due diligence, repair or replace the Site, remove and dispose of any debris and proceed with the execution of the Works in accordance with this Contract.

The Contractor shall indemnify and keep indemnified the Employer against all loss or claims arising out of the default of or failure by the Contractor to comply fully with its obligations under Clause 19. Without prejudice to any right or remedy that the Employer may have in law or in terms of this Contract, the Employer shall be entitled to call on the Performance Security.

PCC 19.5: Employer's Insurance

Details of insurance effected by the Employer in respect of the Employers Facilities, Permanent Design-Build Assets and Equipment provided by the Employer, shall be provided at the Commencement date of the Contract.

In general, the Employer's insurance covers all Employer facilities, provided by and/or replaced by the Employer and/or the Contractor, for the duration of the contract. The deductible for each and every loss, per incident/event shall be payable by the Contractor to the Employer. There is no premium payable by the Contractor for this cover.

The Assets All Risks Insurance Policy effected by the Employer covers all Permanent Design-Build Assets sub-clause provided and/or replaced by the Employer and/or Contractor for the duration of the contract. The deductible for each and every loss is payable by the Contractor. The policy may include an increased deductible in respect of accidental damage or through negligence by the Contractor and/or Subcontractor/Agents. There is no premium payable by the Contractor for this cover.

The Finite and Assets All Risks Insurance Policies which are renewable annually currently provide protection against loss of or damage to the Employer property caused by perils including, but not limited to fire, lightning, explosion, storm, tempest, flood, earthquake, impact, and such risks and perils as are insurable by the South African Special Risks Insurance Association. The deductibles and/or policy coverage may change on an annual basis and it is incumbent on the Contractor to establish whether there have been any changes to the deductibles and/or policy coverage on an annual basis as the Contractor will in the event of an admissible claim be responsible for the payment of the policy deductible.

Table 2: EMPLOYER'S EQUIPMENT

Asset	Replacement value	Max Deductible
Hardware, Software and equipment	R 15 million	R100,000
Software	Included in above amount.	R100,000

The Contractor shall be included as an additional insured in terms of the Employer Insurance Policies."

TEMPLATE

C1.3.1 PART B: THE PARTICULAR CONDITIONS OF CONTRACT: SPECIAL PROVISIONS

Notes to Contractor:

The International Federation of Consulting Engineers (“FIDIC”), Conditions of Contract for Design, Build and Operate Projects, First Edition 2008 (“GCC”), shall apply to this Contract. The amendments and additions as set out below shall constitute the Special Provisions and shall be read in conjunction with the GCC. In the event of any conflict between the provisions of GCC and these Special Provisions, the Special Provisions shall prevail.

The following additions and amendments shall be made to the GCC. References to clause numbers are as they appear in the GCC.

SUB-CLAUSE 1.1.2: “ASSET REPLACEMENT FUND”

Insert a second sentence to the definition:

“In the case of no Contract Data provided under this sub-clause 1.1.2, specifically confirming applicability, the Asset Replacement Fund and associated contractual provisions shall not apply to the Contract.”

SUB-CLAUSE 1.1.3: “ASSET REPLACEMENT SCHEDULE”

Insert a second sentence to the definition:

“In the case of no Contract Data provided under this sub-clause 1.1.3, specifically confirming applicability, the Asset Replacement Schedule and associated contractual provisions shall not apply to the Contract.”

SUB-CLAUSE 1.1.8: “COMMISSIONING CERTIFICATE”

Insert the following at end of the definition:

“... the commencement of the Operations Service Period, if applicable.”

SUB-CLAUSE 1.1.10: “CONTRACT”

After ‘Letter of Acceptance’ on the last line of the paragraph add the following wording:

“... and any subsequent written supplementary agreement or amendment mutually agreed and legitimately signed by the Parties”

SUB-CLAUSE 1.1.15: “CONTRACT PERIOD”

Delete this definition and replace with the following wording:

“means the period from the date notified under sub-clause 8.1 [commencement date] to the date stated in the Contract Completion Certificate.”

SUB-CLAUSE 1.1.30: “DESIGN-BUILD PERIOD”

Delete the definition under this sub-clause and replace with the following wording:

“means the period from the Commencement Date to the date stated in the Contract Completion Certificate at the end of the Contract Period or the date stated in the last section Commissioning Certificate to be issued under the Contract. Each Design-Build section shall have its own period of Design-Build or “Time for Completion” as defined in the Contract Data and on Completion of a Section Commissioning Certificate shall be issued for each section. The Section Commissioning Certificate shall state the actual date of completion of the relevant section. The Section Design-Build periods shall run concurrently with the Operation Service Period.

SUB-CLAUSE 1.1.36: “EMPLOYERS REQUIREMENTS”

Delete the definition under this sub-clause and replace with the following wording:

“means all the books of Volume 2 (entitled Employers Requirements) of the Contract as may have been amended and/or expanded pursuant to Volume 3 and Volume 4 of the Contract and any additions and modifications made thereto in accordance with the Contract. Such documents specify the purpose, scope and/or design and/or other technical criteria for the execution of the works and provision of operation services.”

SUB-CLAUSE 1.1.43: “FINANCIAL MEMORANDUM”

Insert a second sentence to the definition:

“In the case of no Contract Data provided under this sub-clause 1.1.43, specifically confirming applicability, the Financial Memorandum and associated contractual provisions shall not apply to the Contract.”

SUB-CLAUSE 1.1.48: “LETTER OF ACCEPTANCE”

After the heading insert the following words:

“Letter of Acceptance or Form of Acceptance” means the letter.”

SUB-CLAUSE 1.1.49: “LETTER OF TENDER”

After the heading insert the following words:

“Letter of Tender or Form of Offer” means the document

SUB-CLAUSE 1.1.51: “MAINTENANCE RETENTION FUND” AND “MAINTENANCE RETENTION GUARANTEE”

Insert a second sentence to the definition:

“In the case of no Contract Data provided under this sub-clause 1.1.51, specifically confirming applicability, the Maintenance Retention Fund and Maintenance Retention Guarantee and associated contractual provisions shall not apply to the Contract.”

SUB-CLAUSE 1.1.58: “OPERATION SERVICE PERIOD”

Delete this definition and replace with the following:

“means the period commencing on the date contemplated in the Section Commissioning Certificate in respect of Section 1 stipulated in the Contract Data and ending third (3rd) anniversary of the commencement of the Operation Service Period, - Section 1 unless extended by the Employer in accordance with sub-clause 10.8 [Completion of Operation Service Period].”

SUB-CLAUSE 1.1.65: “RETENTION MONEY”

Insert a second sentence to the definition:

“In the case of no Contract Data provided under this sub-clause 1.1.65, specifically confirming applicability, Retention Money and associated contractual provisions shall not apply to the Contract.”

SUB-CLAUSE 1.1.66: “RETENTION PERIOD”

Insert a second sentence to the definition:

“In the case of no Contract Data under this sub-clause 1.1.66, specifically confirming applicability, the Retention Period and associated contractual provisions shall not apply to the Contract.”

SUB-CLAUSE 1.1.78: “TIME FOR COMPLETION OF DESIGN-BUILD”

Insert after the words ‘Commencement Date’ the following additional wording:

“or any other date(s) stipulated in the Contract Data”

SUB-CLAUSE 1.1.72: “SITE”

Add a second sentence to the definition:

“The extent of the site for the Design-Build and for Operation Service Period shall include the toll plazas with associated assets and is indicated in the drawings included in the Employer Requirements.”

SUB-CLAUSE 1.1.82: “WORKS”

Delete this definition and replace with the following:

“means the Permanent Works [including assets related to plant, materials and Contractor’s documents as appropriate] and Temporary Works [including assets relating to temporary Contractor’s facilities, pursuant to Sub-clause 1.16 [Project Assets] or either of them as appropriate and the facility [including assets relating to Employer’s Facilities and Contractor’s facilities as appropriate, pursuant to sub-clause 1.16 (Project Assets)] to be operated by the Contractor during the Operation Service Period.”

After Sub-clause 1.1.83, insert the following new definitions:

“SUB-CLAUSE 1.1.84: EMPLOYER’S DOCUMENTS: *means the calculations, computer programs and other software, drawings, manuals, models and other documents supplied by the Employer under the Contract; which are also referred to in sub-clause 1.12 [Contractor’s Use of Employer’s Documents] and sub-clause 1.16 [Project Assets] and as detailed in the Employer’s Requirements;”*

“SUB-CLAUSE 1.1.85: EMPLOYER’S FACILITIES: *means those facilities made available by the Employer to the Contractor for purposes of the Works and the Operation Service and includes the Employer’s Fixed Assets, Employer’s Equipment and Employer’s Documents; which facilities are also referred to in sub-clause 1.16 [Project Assets], sub-clause 4.26 [Use of*

Employer's Facilities] and as detailed in the Employer's Requirements;"

"SUB-CLAUSE 1.1.86: EMPLOYER'S FIXED ASSETS: means generally but not necessarily, the Employer's fixed type of infrastructure associated with civil works, structural works, building, electrical and mechanical assets and as detailed in the Employer's Requirements."

"SUB-CLAUSE 1.1.87: NOMINATED SUBCONTRACTOR means any person named in the subsequent contract as a Nominated Subcontractor, or any person appointed as a Nominated Subcontractor in the subsequent contract, for a part of works; and the legal successor in title to each of these persons."

"SUB-CLAUSE 1.1.88: INCUMBENT SYSTEM INTEGRATOR means any person named in the Contract as an Incumbent System Integrator Subcontractor, or any person appointed as an Incumbent System Integrator Subcontractor, for a part of works; and the legal successor in title to each of these persons."

SUB-CLAUSE 1.2: “INTERPRETATION”

At the end of this sub-clause 1.2, insert the following sentence:

“Reference to a person shall include a natural person, a juristic person and any unincorporated association.”

SUB-CLAUSE 1.3: “NOTICES AND OTHER COMMUNICATIONS”

At the end of this sub-clause 1.3, insert the following paragraph:

“Any notice, consent, approval, certificate or determination by any person shall not be deemed to have been given or issued by virtue of its appearance in the minutes of any meeting or in the content of an e-mail message. For the avoidance of doubt, e-mail messages, although permitted for the purposes of informal communications, shall not constitute contractual correspondence or be used to gain benefit under the Contract.”

SUB-CLAUSE 1.5: “PRIORITY OF DOCUMENTS”

Delete the wording under this sub-clause and replace with the following:

“The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents, as may have been amended during tender stage, shall be in accordance with the following sequence:

1. The Contract Agreement (if any);]
2. The Particular Conditions Part A – Contract Data;
3. The Particular Conditions Part B – Special Provisions;
4. The General Conditions;
5. Any additions or modifications to the Employer’s Requirements pursuant to Volume 3 and Volume 4 of the Contract.
6. Volume 2 entitled “Employer’s Requirements”, which for purposes of interpretation shall be in accordance with the following sequence –
 - i) Volume 2 Book 1a – Standard Specification for Operations and Maintenance of CTROM Projects: Part A: Glossary of Terms and Part B: Generic Scope of Works
 - ii) Volume 2 Book 2a – Standard Specification for Operations and Maintenance of CTROM Projects: General
 - iii) Volume 2 Book 7a - Standard Specification for Operations and Maintenance of CTROM Projects: Payment Methodology and Description of Payment Items
 - iv) Volume 2 Book 6a - Standard Specification for Operations and Maintenance of CTROM Projects: Performance Measurement
 - v) Volume 2 Book 8a - Standard Specification for Operations and Maintenance of CTROM Projects: ETC Interoperability – Business Rules
 - vi) Volume 2 Book 4a – Standard Specification for Operations and Maintenance of CTROM Projects: Toll Systems
 - vii) Volume 2 Book 5 – Standard Specification for Operations and Maintenance of CTROM Projects: Electronic Toll Collection (ETC)
 - viii) Volume 2 Book 3 – Standard Specification for Operations and Maintenance of Toll Projects: Electrical and Mechanical Equipment
7. The relevant Toll System rates within the Incumbent System Integrator’s Schedules of Payment/Cost Matrix **Note to compiler: Insert Incumbent Contract No.;** and
8. The Contractor’s Proposal.

If an ambiguity or discrepancy is found in the documents, the Employer’s Representative shall issue any necessary clarification or instruction, save that where this relates to the Employer’s Requirements; the following principles shall also apply:

If any provision of the Employer's Requirements imposes a standard or duty that is more onerous than, or additional to that imposed by another provision of the Employer's Requirements, this will not be considered as an error, inconsistency, discrepancy or ambiguity and the relevant standard or duty will be treated as cumulative, failing which the more onerous standard or duty will apply;

If any ambiguity or discrepancy is found between a provision in one book and a provision of another book of the Employer's Requirements, the provision of the book with the highest priority shall prevail, unless the application of the provision in the other book will, as clarified or instructed by the Employer's Representative, result in a higher standard and/or will result in Works or Operation Service which are most beneficial to the Employer, then in such circumstances the provision of the other book shall prevail;

If any ambiguity or discrepancy is found between the provisions of any single book of the Employer's Requirements, the provisions which results in a higher standard and/or result in Works or Operation Service which is safer or more conservative and/or will result in works which are most beneficial to the Employer shall prevail;

The aforementioned shall not constitute an error in the Employer's Requirements for purposes of Clause 1.10 and the provisions thereof shall not apply hereto and accordingly such ambiguity or discrepancy shall be resolved solely by the necessary clarification or instruction issued by the Employer's Representative;

The Contractor having had the opportunity to negotiate the Employer's Requirements (where applicable), the contra preferendum rule shall not be applied in the interpretation of the Employer's Requirements. *No above-mentioned ambiguity or discrepancy shall vitiate this Contract.*"

SUB-CLAUSE 1.9: "CARE AND SUPPLY OF DOCUMENTS"

At the end of the sub-clause insert new paragraphs which read as follows:

"In case of Contractor's Documents which are in the form of computer programs and other software, the Contractor shall place and maintain the same in ESCROW, in accordance with the Employer's Requirements.

In the case of Employer's Documents and/or in the case of expansions, upgrades, replacements, modifications and the like to Employer's Documents (as part of the Contractor's Design-Build and / or Operation Service obligations), which Employer's Documents are in the form of computer programs and other software, the Contractor shall place and maintain the same in ESCROW, in accordance with the Employer's Requirements.

In the case of integrated computer program and other software systems, consisting of Employer's Documents and Contractor's Documents, such integrated software systems shall be placed and maintained in ESCROW by the Contractor, in accordance with the Employer's Requirements."

SUB-CLAUSE 1.11: "EMPLOYER'S USE OF CONTRACTOR'S DOCUMENTS"

At the end of paragraph 2 of this sub-clause and after sub-paragraph (d) insert the following:

"and;

- (e) enable the Employer to take over the whole or part of the Works and effectively operate and maintain the Works or any part thereof; and*
- (f) enable the Employer, at the end of the Operation Service Period, to appoint any other person/s for purposes of effectively operating and maintaining the Works or any part thereof; and*
- (g) transfer to the Employer the right to the use and/or licenses in respect of any computer programs, software, design documents, codes and information of which a party, other than the Contractor,*

holds proprietary rights and/or copy right to enable the Employer to effectively operate and maintain the Works or to appoint another person/s to operate and maintain the Works or any part thereof; and

- (h) enable the Employer to incorporate any other toll roads or associated national systems, in the Republic of South Africa, into the Works.”*
- (f) The Employer may, at agreed fee, purchase the source code so that it includes a perpetual license in favour of SANRAL, which license shall include the entirety of the current and future SANRAL toll routes.*
 - (i) License fees in respect of any additions or extensions beyond the scope of the current Contract shall be negotiated at that time.*
 - (ii) SANRAL shall have the right to use, modify, implement, support and/or maintain the Software as it sees fit for use at any of its entirety of the current and future SANRAL toll routes.*
 - iii) The Contractor shall be afforded the first option to quote on future modification, implementation, support and/or maintenance of the Software; however, the appointment of a service provider to perform any works in respect of the Software shall be at SANRAL's sole discretion.*
 - (iv) The Contractor shall have the right of commercial use of the adapted Software (locally and internationally).*
 - (v) Intellectual Property shall remain vested in the Contractor.*

SUB-CLAUSE 1.12: “CONTRACTOR’S USE OF EMPLOYER’S DOCUMENTS”

Insert the following new paragraphs at the end of this sub-clause 1.12 that read:

“In the case of Employer’s Documents which are in the form of computer programs and other software, the Contractor shall:

take-over, operate, maintain, resolve defects, modify, expand, replace, dispose, upgrade and hand-back such documents in accordance with the Operating License, and relevant parts of the Conditions of Contract and the Employer’s Requirements; and

in the case of access by the Contractor to such documents be restricted or prevented, in relation to proprietary and intellectual / copy rights of other parties, then the Contractor shall perform and implement all things necessary at his expense to ensure compliance to the Conditions of Contract and the Employer’s Requirements. For the avoidance of doubt, such case shall not imply any excuse, or right to claim, or relieve for the Contractor being unable to meet the associated risks, liabilities, obligations and Employer’s Requirements under the Contract.”

After Sub-clause 1.15, insert a new Sub-clause 1.16 with the following wording:

“SUB-CLAUSE 1.16: PROJECT ASSETS”

The complete project assets consist of:

1. Employer's Facilities

The Employer's Facilities are those on-Site assets, whether of a permanent or temporary nature, made available by the Employer to the Contractor for purposes of the Works and the Operation Service under the Contract. The Employer's Facilities are those taken over and used by the Contractor in accordance with sub-clause 4.26 [Use of Employer's Facilities], are detailed in the Employer's Requirements and consist of:

Employer's Fixed Assets (as defined in the Conditions of Contract and generally, but not necessarily, of a fixed asset type),

Employer's Equipment (as defined in the Conditions of Contract and generally, but not necessarily, of a semi-fixed asset type and/or hardware system nature), and

Employer's Documents (as defined in the Conditions of Contract and generally, but not specifically, of a documentation and software system asset type); and

2. Permanent Design-Build assets

The permanent Design-Build assets are generally on-site assets and are those assets designed, built, operated and handed back (at the end of the Contract Period) by the Contractor for the purposes of the Works and Operation Service under the Contract, as specified and detailed in the Employer's Requirements and consist of:

1. **Plant** (as defined in the Conditions of Contract and generally, but not necessarily, of a semi-fixed asset type and/or hardware system nature),
2. **Materials** (as defined in the Conditions of Contract and including assets such as the levels of spares, as specified in the Employer's Requirements or provided in accordance with recognized good practice for the purpose of maintaining Employer's Facilities, Plant and Contractor's Documents), and
3. **Contractor's Documents** (as defined in the Conditions of Contract and generally, but not necessarily, of a documentation and software system asset type); and

3. Contractor's facilities

The Contractor's facilities include all other facilities / assets, whether of a permanent or temporary nature and whether on or off Site [in addition to those listed under this sub-clause 1.16 (a), (b) and (d)] made available by the Contractor and required to complete the Works and to perform the Operation Service under the Contract.; and

4. **Contractor's Equipment** (as defined in the Conditions of Contract and generally, but not necessarily, of a movable asset type)."

Add the following new clause after Sub-clause 1.16:

"SUB-CLAUSE 1.17: THE MAIN CONTRACT

Not applicable to this contract.

Add the following new clause after Sub-clause 1.17:

"SUB-CLAUSE 1.18 COMPLIANCE WITH THE MAIN CONTRACT

“The Incumbent System Integrator and/or Nominated Subcontractor shall, in relation to the Works (as described in the Employer’s Requirements), perform and assume all the Toll System obligations and liabilities of the Main Contractor, save that the Incumbent System Integrator and/or Nominated Subcontractor shall have no obligations in respect of:

1. Main Contract Clause 4.7 [Setting Out]
2. Sub paragraphs (d) and (e) of the Main Contract Clause 4.8 [Safety Procedures]
3. Main Contract Clause 4.9 [Quality Assurance]
4. Main Contract Clause 4.13 [Rights of Way and Facilities]
5. Sub-paragraphs (a) and (b) of Main Contract Clause 4.15 [Access Route]
6. Main Contract Clause 4.19 [Electricity, Water and Gas]
7. Sub-paragraphs (a) of Main Contract Clause 4.22 [Security of the Site]
8. Main Contract Clause 7.8 [Royalties]
9. Overall co-ordination and project management of the Main Works; and
10. Those exclusions (if any) set out elsewhere in the Contract.”

Add the following new clause after Sub-clause 1.18:

“SUB-CLAUSE 1.19 INSTRUCTIONS AND DETERMINATIONS UNDER THE MAIN CONTRACT

“The Incumbent System Integrator and/or Nominated Subcontractor shall, in relation to the Works (as described in the Employer’s Requirements), comply with all Notices, instructions and determinations issued under the Main Contract and which are copied to him, irrespective that such Notices, instructions and determinations were not directly issued under the Incumbent System Integrator and/or Nominated Subcontract. When the Incumbent System Integrator and/or Nominated Subcontractor receives any direct Notice, instruction or determination from the Principal Employer or the Main Contract’s Employer’s Representative:

1. *He shall immediately inform the Main Contractor’s Subcontract Representative (in this case the “Employer’s Representative” of the Incumbent System Integrator and/or Nominated Subcontract) and shall supply him with a copy of such direct correspondence if given in writing; and*
2. *He shall have no obligation to comply with any such direct instruction unless and until it has been confirmed in writing by the Main Contractor’s Subcontract Representative as an instruction under this Contract.*

If any Notice, instruction or determination of the Employer’s Representative constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

“SUB-CLAUSE 1.8 ASSIGNMENT

Replace the whole clause with the following:

“1.8 Assignment

Neither Party shall assign the whole or any part of the Contract and may not transfer its rights and obligations in or under the Contract.

However, either Party may, Cession its right to payment of any moneys due, or to become due, under the Contract, only in the event that:

- (a) *the Cession is in favour of a registered Financial Services Provider (FSP) or a State Institution established for the express purpose of providing funding to businesses and entities; and*
- (b) *the written request for Cession is made by the Party and not a third party; and*
- (c) *the written request by the Party is accompanied by a cession agreement; and*
- (d) *the other Party agrees to the Cession.”*

SUB-CLAUSE 2.1: “RIGHT OF ACCESS TO THE SITE”

At the end of paragraph 1, insert the following:

“The Contractor shall liaise and fully co-operate with any other contractor appointed by the Employer, in order to gain access to the Site or any part thereof.”

After paragraph 2, insert the following:

“The Contractor shall not, whether directly or indirectly, cause the closure of any public road or any lanes forming part of a public road. If and when the Contractor requires access to the Works or any part thereof which will necessitate the closure of a public road or lanes forming part of a public road, he shall notify the Employer’s Representative, who shall, as soon as is reasonably possible, arrange for the closure of such road or lanes as is reasonably necessary to allow access to the Site or part thereof.”

SUB-CLAUSE 4.2: “PERFORMANCE SECURITY”

Replace the wording of the second paragraph under this sub-clause 4.2 with:

“The Performance Security includes all guarantees / bonds and the like, and the renewals, replacements or extensions thereof as required to meet the Performance Security obligations and requirements.

The Contractor shall renew the Performance Security whenever the amount of it changes due to the contractual requirements. The amount of the Performance Security shall have been adjusted, not later than its expiry or 90 (ninety) days after each anniversary of the Commencement Date in accordance with sub-clause 13.8 [Adjustments for changes in Costs].”

Replace the wording of the fourth paragraph under this sub-clause 4.2 with:

“The Contractor shall ensure that the Performance Security remains valid and enforceable until 120 days after the date of the issue of the Contract Completion Certificate or 90 days after the Date of Termination.

Failure by the Contractor to maintain the validity of the Performance Security shall be grounds for termination in accordance with sub-clause 15.2 [Termination for Contractor’s Default].”

Replace the wording in sub-clause 4.2 (a) with:

“ (a) in the case of a renewal, extension or replacement of the Performance Security required to meet the Performance Security obligations and requirements and failure by the Contractor to renew, extend or replace such Performance Security prior to a date determined at, 21 days prior to the expiry or invalidity of the Performance Security, in which event the Employer may claim the full or, in case of an earlier reduction, the reduced amount of the Performance Security;”

Below sub-paragraph (d), insert a new sub-paragraph (e) with the following wording:

“or circumstances which entitle the Employer under sub-clause 12.1 (Completion of Outstanding Work and Remedying Defects).”

Replace the wording of the last paragraph in this sub-clause 4.2 with:

“The Employer shall return the Performance Security to the Contractor within 21 days after the valid expiry date(s) thereof.”

SUB-CLAUSE 4.4: “SUBCONTRACTORS”

At the end of sub-clause 4.4, insert the following:

“Every subcontract entered into between the Contractor and any Subcontractor shall contain the following provisions:

The Subcontract shall be able to be ceded and assigned and to be transferred, including all rights and obligations and in favour of the Employer who shall notify the subcontractor within 21 days of entering into any cession or assignment or transfer; and

The Subcontractor shall be deemed, by signing this subcontract, to give the Main Contractor and the Principal Employer a non-terminable, transferable, non-exclusive royalty free license to copy, use and communicate the Subcontractor’s documents for purposes of the Works and the Operation Service. This license shall:

1. apply throughout the actual or intended working life (whichever is the longer) of the relevant part of the Works; and
2. entitle any person, in lawful possession of the relevant part of the Works, to copy, use and modify the Subcontractor’s documents for purposes of completing, operating, maintaining, altering, adjusting, repairing and/or demolishing the Works; and
3. in the case of the Subcontractor’s documents, which are in the form of computer programs and other software, permit the use thereof on any computer on the Site, or any other place envisaged in this Contract, including the replacement, upgrading or expansion of any software supplied by the Contractor and/or the Employer; and
4. enable the Contractor to transfer all rights to the Employer and enable the Employer to re-let the Contract; and
5. enable the Employer to take over the whole or part of the Works and effectively operate and maintain the Works or any part thereof; and
6. enable the Employer, at the end of the Operation Service Period, to appoint any other person/s for purposes of effectively operating and maintaining the Works or any part thereof; and
7. transfer to the Employer the licenses and/or the right of use in respect of any computer programs, software, design documents, codes and information of which a party, other than the Subcontractor, holds proprietary rights and/or copyright so as to enable the Contractor and/or Employer to effectively operate and maintain the Works or appoint another person/s to operate and maintain the Works or any part thereof; and
8. enable the Employer to incorporate any other toll roads or national systems, in the Republic of South Africa, into the Works.

The Subcontractor shall ensure that, where necessary, the consent and/or license for the use of any design, computer program, software and other documents, which may be required for the effective operation and maintenance of the Works, are obtained in favour of the Main Contractor and the Principal Employer.”

SUB-CLAUSE 4.20: “EMPLOYER’S EQUIPMENT AND FREE-ISSUE MATERIALS”

Delete the wording in this sub-clause 4.20 and insert the following:

“The Employer shall make the Employer’s Equipment available for the use of the Contractor in the execution and operation of the Works in accordance with the details and arrangements stated in the Employer’s Requirements and Contractor’s approved programme pursuant to sub-clause 8.3 [Programme] of the Conditions of Contract.

The Contractor shall be responsible for each item of Employer's Equipment whilst the Contractor is in possession and control of it.

The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Employer's Requirements."

After sub-clause 4.25, insert a new Sub-Clause 4.26, which reads as follows:

"SUB-CLAUSE 4.26 USE OF EMPLOYER'S FACILITIES

The Employer shall transfer to the Contractor the Employer's Facilities, as described in the Employer's Requirements, for purposes of the Contractor undertaking the Works and Operation Service.

The Contractor shall, promptly after having received right or shared right of access to the Site where the Employer's Facilities are located, commence to inspect the facilities and shall within 90 days of the date of inspection of the Employer's Facilities, notify the Employer's Representative of any defects, shortages or defaults in these facilities. Unless otherwise agreed by the Parties, the Employer shall within a reasonable period rectify the notified shortages, defects or defaults.

After the inspection by the Contractor and immediately upon having received right of possession of the Employer's Facilities, the Contractor shall take custody and control of the facilities and be responsible for the operation, maintenance and care of the Employer's Facilities in accordance with the Employer's Requirements for the remainder of the Contract Period.

The risk of any loss or damage to the Employer's Facilities, save for 'Employer's Fixed Assets' as described in sub-clause 1.16 [Project Assets] and as otherwise stated in the Employer's Requirements, shall be borne by the Contractor."

SUB-CLAUSE 6.1: "ENGAGEMENT OF STAFF AND LABOUR"

At the end of this Sub-Clause add the following:

"The Contractor shall give effect to the Laws of the Country and specifically relating to Broad Based Black Economic Empowerment and Employment Equity."

SUB-CLAUSE 6.4: "LABOUR LAWS"

At the end of this sub-clause, insert the following:

"In the event that the early termination or re-let of the Contract doesn't warrant a Section 197 transfer, the Contractor is obliged to comply to the applicable provisions of the Labour Relations Act including section 189 or any other employment laws."

SUB-CLAUSE 6.9: "CONTRACTOR'S PERSONNEL"

Add the following to this sub-clause:

"The Contractor is to make provision for any costs incurred due to the employment of the following personnel with the required qualifications and training.

PERSONNEL CATEGORY	REQUIRED QUALIFICATION AND TRAINING
1. Assistant Technician (Electronic)	<p>Minimum qualification – Matric (Grade 12) from a technical high school, or a school with technical subjects such as: Electrical, Electronically, mechanical, technical drawings. (At least one of the above is required). Maths and Science also a requirement on this level.</p> <p>OR</p> <p>Minimum N2 from a Technical College in the Engineering field.</p>
3. Technician (Electronic)	<p>Minimum of N4 from a Technical College in the Engineering field.</p> <p>OR</p> <p>Minimum S4 National Diploma from a Technikon (Also referred to as University of Technology) in Information Technology, Computer Engineering, Digital Technology, Electrical Engineering, Process Control or similar.</p> <p>AND</p> <p>A minimum of one year relevant experience.</p>
3. Senior Technician (Electronic)	<p>Minimum of N6 from a Technical College in the Engineering field.</p> <p>OR</p> <p>Minimum S4 National Diploma from a Technikon (Also referred to as University of Technology) In Information Technology, Computer Engineering, Digital Technology, Electrical Engineering, Process Control or similar.</p> <p>AND</p> <p>A minimum of two years relevant technical experience. Ability to manage people to be proven by means of interview or other relevant experience.</p>

Note: * Note: *Reference to the Engineering Qualifications and the Higher Education Qualifications sub-framework (HEQSF) presentation by ECSA (<http://www.sasee.org.za/CMS/WP-content/uploads/2014/07/HEQSF-And-Engineering-Qualifications-B-van-Wyk.PDF>)

SUB-CLAUSE 7.7: “OWNERSHIP OF PLANT AND MATERIALS”

At the end of this clause, insert the following:

“To the extent that the Contractor is unable, for any reason whatsoever, to transfer ownership in and to any item of Plant, the Contractor hereby grants the Employer a license, in perpetuity, to use such Plant. The license of use shall be in accordance with the terms and conditions as in respect of the Employer’s use of the Contractor’s Documents as set out in clause 1.11 [Employer’s use of Contractor’s Documents].”

SUB-CLAUSE 8.1: “COMMENCEMENT DATE”

Delete Sub-clause 8.1 and replace with the following:

“The Employer shall give notice stating the Commencement Date to the Contractor not less than 7 days prior to the Commencement Date.”

SUB-CLAUSE 8.3: “PROGRAMME”

Replace the first sentence of this sub-clause 8.3 with the following new wording:

The Contractor shall submit detailed time programmes to the Employer’s Representative within:

“5 days” after receiving the Notice under sub-clause 8.1 [*Commencement Date*] for the purpose of Section 1; and

“21 days” after receiving the Notice under sub-clause 8.1 [*Commencement Date*] for the purpose of Section 2; and

“14 days” after receiving a Notice that triggers the commencement date for any ad-hoc Section or any major activity to be performed by the Contractor during the Operation Service Period.

Each programme shall be compiled using the software as set out in the Contract Data.”

After sub-paragraph (e) (iii), insert (iv) which reads as follows:

(e) *“and shall clearly identify the critical path”*

At the end of paragraph 1, insert the following sub-paragraph: -

(f) *shall identify key milestone areas and target dates as contained in the Employer’s Requirements and Contractor’s Proposal.”*

SUB-CLAUSE 8.6: “CONTRACT COMPLETION CERTIFICATE”

The third line of the first paragraph to be modified to read as follows:

“.... the Contract Completion Certificate has been signed by the Employer and issued to the Contractor....”

Amend the existing paragraph 2, by deleting the last sentence and replacing the same with the following:

“The Employer may exercise the option referred to in sub-clause 10.8 [Completion of Operation Service] to extend the Operation Service Period.”

Insert a paragraph at the end of this sub-clause 8.6 that reads:

“The Contractor shall render his full co-operation and provide sufficient shared access to the operations, resources and project assets [as described in sub-clause 1.16 (Project Assets)] associated with the Works and do all things necessary to assure that the next contractor / person is in a position to comply with similar Design-Build and establishment obligations and requirements applicable to Section 1 of this Contract.”

SUB-CLAUSE 9.1: “COMMENCEMENT OF DESIGN-BUILD”

In the first sentence, replace the words “28 days” with “5 days”.

SUB-CLAUSE 10.2: “COMMENCEMENT OF OPERATION SERVICE PERIOD”

Delete Paragraph 1 of this sub-clause and replace with the following:

“The Operation Service Period shall commence on the date stated in the Section Commissioning Certificate issued in respect of Section 1.”

SUB-CLAUSE 10.3: “INDEPENDENT COMPLIANCE AUDIT”

Delete this sub-clause 10.3 and replace with the following:

“Either Party may or both Parties may jointly, at any point when circumstances warrant, elect to appoint an Auditing Body to carry out an independent and impartial audit during the performance of the Operation Service. The terms of the appointment of an Auditing Body shall be in accordance with the terms included in the Employer’s Requirements and the purpose will be to audit performance of either Party or both Parties in compliance with the Operation Management Requirements. In the case of a joint appointment where the Parties cannot agree on the appointment, the matter shall be referred to the / a DAB and the / a DAB shall make the appointment.

All reports issued by an Auditing Body shall be distributed to both Parties and both Parties shall cooperate with the Auditing Body and give due regard to the matters raised in each report issued by the Auditing Body.

In case of a joint appointment, each Party shall carry 50% of the cost of the Auditing Body.

In case of an appointment by either Party, the Party who made the appointment shall carry 100% of the cost of the Auditing Body.

All Auditing Body costs to be carried by the Contractor shall be deemed to be included in his Rates and Prices.”

SUB-CLAUSE 10.6: “DELAYS AND INTERRUPTIONS DURING THE OPERATION SERVICE”

Replace the second sentence of sub-paragraph (a) with the following wording:

“The amount of the compensation due or performance adjustments to be made shall be calculated in accordance with the relevant Employer’s Requirements or as determined by the Employer’s Representative in accordance with sub-clause 3.5 [Determinations] and the Employer shall be entitled to make a corresponding adjustment to the next payment due to the Contractor.”

At the end of the wording of sub-paragraph (a), insert a new sub-paragraph that reads as follows:

“The amount of compensation that the Employer may recover as aforesaid shall be in addition to any payment adjustments which the Employer may be entitled to make by reason of the failure by the Contractor to reach the production outputs as contemplated in sub-clause 10.7 [Failure to Reach Production Outputs].”

SUB-CLAUSE 10.7: “FAILURE TO REACH PRODUCTION OUTPUTS”

Delete paragraph 2 of sub-paragraph (b) and replace with the following:

“In these circumstances the Employer shall be entitled to apply a payment reduction in accordance with the performance criteria and measurements set out in the Employer’s Requirements.”

At the end of this sub-clause insert a new sub-paragraph that reads as follows:

“(c) In the event that the Contractor exceeds the performance criteria set out in the Employer’s Requirements, the Contractor shall be entitled to payment of the performance incentives and/or bonuses (if any) as set out in the Employer’s Requirements.

Payment adjustment, negative or positive, shall be reflected in Payment Certificates as contemplated in sub-clause 14.7 [Issue of Advance and Interim Payment Certificates] and be deducted from or added to the payment to the Contractor

In this regard and for the avoidance of doubt, performance payment reductions shall first be made up to the maximum provided for in the Employer's Requirements and thereafter the Employer shall be entitled to recover the actual loss suffered or incurred subject to sub-clause 3.5 [Determinations]."

SUB-CLAUSE 10.8: "COMPLETION OF OPERATION SERVICE"

At the end of this sub-clause add the following:

"The Employer shall have the option to extend the Operation Service Period for a further period of 3, 6, 12 or 24 months.

The Employer's Representative shall notify the Contractor, in writing, not later than 90 days prior to the end of the Operation Service Period, of the Employer's intention to exercise such option to extend the Operation Service Period. The price payable to the Contractor in respect of the extended Operations Service Period shall be calculated in accordance with the Rates and Prices quoted by the Contractor for the appropriate Operation Service and shall be adjusted in accordance with sub-clause 13.8 [Adjustments for Changes in Costs] hereunder."

After sub-clause 10.9 add the following clause:

"SUB-CLAUSE 10.10: ADVERTISING AND MARKETING AND ASSOCIATED INCOME"

~~*The Contractor shall be entitled to all income generated through direct mandating at the relevant sites such as handing out pamphlets, provided the direct marketing relates to a road safety initiative and subject to the prior approval of the Employer.*~~

~~*The Contractor shall report such income to the Employer on a monthly basis. Any other income generated through advertising on the site shall be for the benefit of and accrue to the Employer."*~~

SUB-CLAUSE 11.8: "JOINT INSPECTION PRIOR TO CONTRACT COMPLETION"

In the first sentence in the first line replace the words "two years" with "90 days".

SUB-CLAUSE 12.1: "COMPLETION OF OUTSTANDING WORK AND REMEDYING DEFECTS"

Replace the wording of sub-paragraph (b) and the last paragraph of this sub-clause 12.1 with the following:

"(b) Operation Service Period: Unless otherwise stated in the Employer's Requirements, the Contractor shall be responsible for repairing and making good any damage or defect occurring during the Operation Service Period, whether such defect or damage is notified by the Employer or his Representative or observed by the Contractor himself.

In the case of all outstanding work, defects and damage, including all such items reported by the next Contractor and identified under sub-clause 11.8 [Joint Inspection Prior to Contract Completion] not completed or resolved by the Contractor at the time of the issue of the Contract Completion Certificate, the Contractor shall remain liable until completion thereof and the Employer shall be entitled to claim under sub-clause 4.2 [Performance Security]."

SUB-CLAUSE 12.2: "COST OF REMEDYING DEFECTS"

Below sub-paragraph (b), insert a new sub-paragraph (c) with the following wording:

“(c) or where such risk and cost is specifically excluded by virtue of the Employer’s Requirements.”

In the last paragraph, insert after the words ‘or (b)’, the words “or (c)”.

SUB-CLAUSE 13.1 “RIGHT TO VARY”

In the first sentence delete words “at any time prior to issuing of the Commissioning Certificate” and replace with the following “during the Contract Period.”

In the third paragraph the term “proceed with variation” with the word “proceed with variation (save for provisional variation arising from Provisional Sums in the Schedule of Payments/Cost Matrix).”

SUB-CLAUSE 13.3 “VARIATION PROCEDURE”

The first sentence of the 2nd paragraph to be modified to read as follows:

“The Employer’s Representative shall, as soon as practicable after receiving such proposal (under sub-clause 13.2 [value Engineering] or otherwise) make a recommendation to the Employer to approve, disapprove or comment. Upon receipt of the Employer decision, the Employer Representative will notify the Contractor of the approval, disapproval or comments. The Contractor”

SUB-CLAUSE 13.5: “PROVISIONAL SUM”

The first sentence of the 1st paragraph to be modified to read as follows:

“The Employer will approve the usage of a Provisional Sum, in whole or in part and the contract price”

Delete the last sentence of sub-clause 13.5(b) (ii) and replace with the following:

“... Appropriate schedule. The maximum percentage allowed for each item is stated in the Contract Data. If there is no such rate, the percentage shall be zero (0) and shall be applied to all scheduled and provisional sums added during the contract period.”

After sub-clause 13.8 insert the following new Sub-Clause 13.9 to read as follows:

“SUB-CLAUSE 13.9: “ADJUSTMENTS FOR PERFORMANCE OUTPUTS”

“The amount payable to the Contractor shall be adjusted as contemplated by sub-clause 10.7 [Failure to Reach Production Outputs].”

SUB-CLAUSE 14.5: “ASSET REPLACEMENT SCHEDULE”

Replace the wording under this sub-clause 14.5 with the following:

“Unless otherwise specified in the Employer’s Requirements, the Contractor shall be responsible for all project assets [as described in sub-clause 1.16 (Project Assets)] replacements and all associated costs in relation thereto, save for the Employer’s Fixed Assets of which replacements (if any) shall be effected by the Employer or as provided for in the Employer’s Requirements.”

SUB-CLAUSE 14.7: “ISSUE OF ADVANCE AND INTERIM PAYMENT CERTIFICATES”

In the first paragraph of this sub-clause 14.7, replace the words ‘28 days’ with the words “21 days”.

SUB-CLAUSE 14.8: “PAYMENT”

In sub-paragraph (b) of this sub-clause 14.8, to be deleted and replaced with the following:

“(b) the amount certified in each Interim Payment Certificate within 7 days after the Main Contractor has received payment for the Principal Employer.”

SUB-CLAUSE 14.10: “PAYMENT OF RETENTION MONEY”

Delete the wording and insert the following:

“Void”

SUB-CLAUSE 14.18: “ASSET REPLACEMENT FUND”

Delete the wording and insert the following:

“Void”

SUB-CLAUSE 14.19: “MAINTENANCE RETENTION FUND”

Delete the wording and insert the following:

“Void”

SUB-CLAUSE 15.2: “TERMINATION FOR CONTRACTOR’S DEFAULT”

In paragraph 1 at the end of sub-paragraph (c), insert the following:

“or;

(iii) fails to proceed with and bring to completion the Design-Build parts of the Works, within the periods stated in the Contract Data.”

In paragraph 1 at end of sub paragraph (h), insert the following

“(i) In the case of the Contractor default referred to under Clause 15.1, The Employer may terminate this Contract by notice in writing having immediate effect (with a copy to the Employer Representative). Then the provision in Clause 15.3 and Clause 15.4 shall apply.

The Employer will also have the right to terminate any other Contract between the Employer and Contractor and not allow to tender on any future project put out to tender by the Employer for a period of five (5) years from the date of Notice, which period may be reduced by application to and at the sole discretion of the Employer.”

SUB-CLAUSE 15.5: “TERMINATION FOR EMPLOYER’S CONVENIENCE”

Add the following paragraph after the first paragraph:

“Upon termination of the Main Contract, for whatever reason, this Nominated Subcontract may:

- (i) also be terminated upon having received a Notice to such effect from the Principal Employer and/or Main Contractor. The provisions of the Conditions of Contract and specifically of relevance to such termination shall apply;*
- (ii) be ceded to the Principal Employer upon having received a Notice to such effect from the Principal Employer and/or Main Contractor;*

- (iii) *be ceded to another Employer upon having received a Notice to such effect from the Principal Employer and/or Main Contractor*

SUB-CLAUSE 17.4: “THE CONTRACTOR’S RISKS DURING THE OPERATION SERVICE PERIOD”

At the end of this sub-clause 17.4, insert new sub-paragraphs as set out hereunder:

- “(c) *the risk relating to loss of revenue, resulting, or arising from the design, operation and maintenance of the Works by the Contractor, is shared with the Main Contractor in accordance with the allocation in FORM D9 of the Main Contract; and*
- (d) *all risk in respect of loss or damage to the project assets related to the Incumbent System Integrator Scope of Works (as described in sub-clause 1.16 (Project Assets), save for the Employer’s and the Main Contractor’s Fixed Assets (fixed type of assets)).*”

SUB-CLAUSE 20.1 “CONTRACTOR’S CLAIMS”

In sub-paragraph (a), replace all references to “28 days” to “21 days”.

In sub-paragraph (c), replace all references to “42 days” to “35 days”.

SUB-CLAUSE 20.3: “APPOINTMENT OF DISPUTE ADJUDICATION BOARD”

In paragraph 1, delete the last sentence and replace with the following:

“On an ad-hoc basis and whenever either Party gives Notice to the other Party, the Parties shall promptly proceed to appoint a DAB.”

Delete paragraph 4 of this sub-clause 20.3.

SUB-CLAUSE 20.6: “OBTAINING DISPUTE ADJUDICATION BOARD’S DECISION”

In the first sentence of paragraph 4 of this sub-clause: change “84 days” to “56 days” and “105 days” to “84 days”.

SUB-CLAUSE 20.8: “ARBITRATION”

In the 4th line of the 1st paragraph, delete the word ‘international’.

In sub-paragraph (a), replace the words ‘International Chamber of Commerce’ with “*South African Association of Arbitration*”.

SUB-CLAUSE 20.10: “DISPUTES ARISING DURING OPERATION SERVICE PERIOD”

Delete the existing clause 20.10 and replace with the following:

“Disputes arising during the Operation Service Period which cannot be resolved between the Parties shall be settled by a one-person ad-hoc DAB (“Operation Service DAB”). Such person shall be jointly agreed and appointed by the Parties by the date 28 days after one Party has given Notice to the other Party of its intention to refer a Dispute to a DAB in accordance with sub-clause 20.10 [Disputes Arising during the Operation Service Period].

If the Parties cannot agree on the person who shall be the Operation Service DAB, then the person shall be appointed according to the provisions of sub-clause 20.4 [Failure to Agree Dispute Adjudication Board].

The agreement between the Parties and the Operation Service DAB shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the General Conditions of Contract, with such amendments as are agreed between them.

The terms of remuneration of the Operation Service DAB shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration. All Contractor's costs associated with all DAB matters are deemed to be included in his Rates and Prices.

The procedure of obtaining a decision from the Operation Service DAB shall be in accordance with the provisions of sub-clause 20.6 [Obtaining Dispute Adjudication Board's Decision], and the DAB shall give its decision no later than 56 days after receiving the response or, if no response is submitted, 84 days after receiving the reference and the supporting documentation from the Parties.

The appointment of the Operation Service DAB shall expire 28 days after it has given its decision in writing to both Parties.

If either Party is dissatisfied with the decision of the Operation Service DAB, the provisions of sub-clause 20.6 [Obtaining Dispute Adjudication Board's Decision], 20.7 [Amicable Settlement], 20.8 [Arbitration] and 20.9 [Failure to Comply with Dispute Adjudication Board's Decision] shall apply."

C1.4 OTHER STANDARD FORMS

C1.4.2 FORM OF PERFORMANCE SECURITY – SURETY BOND

NOT APPLICABLE TO THIS CONTRACT

TEMPLATE

C1.4.3 FORM OF CERTIFICATE

NOT APPLICABLE TO THIS CONTRACT

TEMPLATE

C1.4.4 FORM OF 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

(Note to compiler: insert MAIN CONTRACTOR details) (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 Mandatory") on the other part,

herein represented by.....

in his capacity as

WHEREAS the Employer is desirous that certain Works be constructed, namely

CONTRACT SANRAL **Note to compiler: insert Contract No.**-ISI

THE INCUMBENT SYSTEM INTEGRATOR SUB-CONTRACT FOR THE OPERATIONS AND MAINTENANCE OF THE TOLL SYSTEM AT THE **NOTES TO COMPILER: INSERT NAME OF TOLL PLAZA(S) AND TOLL ROUTE.**

and has accepted a tender by the Mandatory for the construction, completion and maintenance of such works and has appointed the Mandatory in terms of Regulation 5(1)(k) of the Construction Regulations 2014, and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
2. This Agreement shall hold good from its Commencement Date, to either:
 - (a) the date of the Contract of Completion Certificate issued in terms of sub-clause 8.6 of the FIDIC Conditions of Contract for Construction for Design, Build and Operate Projects (2008) published by Federation Internationale des Ingenieurs-Conseils (FIDIC) (hereinafter referred to as "the GCC"), as contained in Volume 1 Book 1 of the Contract Documents pertaining to this Contract, or
 - (b) the date of termination of the Contract in terms of Clauses 15, 16 or 18 of the GCC.
3. The Mandatory 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 In addition to the requirements of sub-clauses 4.8, 6.7 and 17.9 of the GCC and all relevant requirements of Volume 3 of the Contract Documents pertaining to this Contract, 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 subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 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 sub-contractors 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 sub-contractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

AS WITNESSES:

1
SIGNATURE NAME (IN CAPITALS)

2
SIGNATURE NAME (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY:

AS WITNESSES:

1
SIGNATURE NAME (IN CAPITALS)

2
SIGNATURE NAME (IN CAPITALS)

**C1.4.5 (a) FORM OF APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK TO
DEPARTMENT OF LABOUR**

CONTRACT SANRAL **Note to compiler: Insert Contract No-**ISI

**THE INCUMBENT SYSTEM INTEGRATOR SUB-CONTRACT FOR THE OPERATIONS AND
MAINTENANCE OF THE TOLL SYSTEM AT THE NOTE TO COMPILER: INSERT THE NAME OF TOLL
PLAZA(S) AND TOLL ROUTE.**

ANNEXURE 1

Occupational Health and Safety Act, 1993

(Regulation 3(2) of the Construction Regulations, 2014)

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

This application must be submitted with the following documents:

Health and Safety specification.
Baseline risk assessment.

Name, postal address and telephone numbers of the client:

.....
.....

Details of the Agent:

- (a) Title, Surname and Initials:
- (b) Identity number / Passport number:
- (c) Registration number with SACPCMP:
- (d) Office Tel. Number and/or Mobile number:
- (e) Postal address:

Name, postal address and telephone numbers of the appointed principal contractor:

.....
.....

Name, postal address and telephone numbers of the designer of the project:

.....
.....

Name, postal address and telephone numbers of the following persons:

- (a) Construction Manager:
-

(b) Construction Health and Safety Manager:

.....

(c) Construction Health and Safety Officer:

.....

Exact physical address of the construction and site office:

.....

.....

Nature of construction work:

.....

.....

Expected commencement date:

Expected completion date:

Estimated maximum number of persons on the construction site:

.....

Planned number of contractors on the construction site accountable to the principal contractor:

.....

Name(s) of contractors appointed:

.....

.....

.....

.....

.....

.....

.....

Signature of Client / Client's Agent

Signature of the Principal Contractor

FOR OFFICE ONLY

Authorization / Unique No.	LABOUR CENTRE	OFFICIAL APPROVAL STAMP
-------------------------------	---------------	-------------------------

Date of application:

Submitted documents prescribed in Construction Regulation 5(1) (Please tick ✓):

CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
------------	--	------------	--	----------------	--

Result of the application (Please tick ✓)

Approved		Declined	
----------	--	----------	--

Reason for declining the application

Signature of the Supervisor

Signature of revoking officer / Inspector

**C1.4.5 (b) FORM OF NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF
LABOUR**

NOT APPLICABLE TO THIS CONTRACT

TEMPLATE

C1.4.6 FORM OF AGREEMENT FOR DAB MEMBERS

[All italicised text and any enclosing square brackets is for use in preparing the final form and shall be deleted from the final product.]

Name of Contract:

This Agreement made the day of20

between

Name and address of Employer:

Name and address of Contractor:

Name and address of DAB Member:

Whereas the Employer and the Contractor have entered into a Contract and desire jointly to appoint the above-named Member to act on the DAB as the chairman of the *[insert 1 or 3 whichever applies]* Member DAB during the *[insert Contract Period or any other period as may be applicable]*,

And whereas the Member accepts the appointment.

The Employer, Contractor and Member jointly agree as follows:

The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement" which are appended hereto, and the following provisions. In these provisions, which include amendments and additions to the "General Conditions of Dispute Adjudication Agreement", words and expressions shall have the same meanings as are assigned to them in the "General Conditions of Dispute Adjudication Agreement".

[Details of any amendments or additions or deletions from the "General Conditions of Dispute Adjudication Agreement" should be given here or in an attachment hereto.]

In accordance with Clause 6 of the "General Conditions of Dispute Adjudication Agreement", the Member shall be paid as follows:

- (a) A retainer fee of per calendar month, and
- (b) A daily fee of per day spent on Site visits, hearings, and other time in connection with submissions to the DAB made in accordance with the provisions of the Contract between the Employer and the Contractor.

In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the "General Conditions of Dispute Adjudication Agreement", the Member undertakes to act as the DAB Member in the capacity above-mentioned in accordance with the terms of this Dispute Adjudication Agreement.

The Employer and the Contractor jointly and severally undertake to pay the Member in consideration for his acting as the DAB Member as aforementioned in accordance with this Dispute Adjudication Agreement.

This Dispute Adjudication Agreement shall be governed by the laws of the Republic of South Africa.

Signed by: Signed by: Signed by:
(signature) (signature) (signature)

for and on behalf of Employer

for and on behalf of Contractor

for and on behalf of Member

in the presence of

in the presence of

in the presence of

Witness: Witness: Witness:
(signature) (signature) (signature)

Name: Name: Name:
Address: Address: Address:

Date: Date: Date:

C1.4.7 FORM OF BANKING DETAILS

Notes to Contractor:

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 required to confirm your banking details in the form below.

To: _____

Note to compiler: Insert the MC address.

Dear Sir

CONTRACT SANRAL **Note to compiler: Insert Contract No.** ISI

THE INCUMBENT SYSTEM INTEGRATOR SUB-CONTRACT FOR THE OPERATIONS AND MAINTENANCE OF THE TOLL SYSTEM AT THE **Note to compiler: Insert the name of toll plaza(s) and toll route.**

BANKING DETAILS

By signing this document, we accept the following:

- The banking details submitted are those of (Contractor Name) and we take full responsibility for their correctness.
- We indemnify the Employer from any and all outcomes if an electronic transfer is made into an incorrect bank account using the banking details submitted.

Account Name:.....

Bank:

Branch Name:

Branch Code:

Account Number:

Yours sincerely

.....
Authorised Signatory for Contractor

.....
Date:

C1.4.8 TAX COMPLIANCE PERMISSION DECLARATION

NOT APPLICABLE FOR THIS CONTRACT

The Contractor to provide tax compliance certificate.

TEMPLATE

C1.4.9 APPOINTMENT OF PRINCIPAL CONTRACTOR IN TERMS OF REGULATION 5.1(k) OF THE CONSTRUCTION REGULATIONS, 2014 INCORPORATED IN THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993

APPOINTMENT OF PRINCIPAL CONTRACTOR BY CLIENT (EMPLOYER)

This AGREEMENT made at

on this the day of in the year

between () *Note to compiler: insert MAIN CONTRACTOR details* (hereinafter called "the Client") on the one part, herein represented by *compiler to insert*

in his/her capacity as *compiler to insert*

and delegate of the Client in terms of the Client's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and

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

in his capacity as

WHEREAS the Client is desirous that certain works be constructed, viz.

CONTRACT SANRAL *Note compiler: insert Contract No.*-ISI

THE INCUMBENT SYSTEM INTEGRATOR SUB-CONTRACT FOR THE OPERATIONS AND MAINTENANCE OF THE TOLL SYSTEM AT *NOTE TO COMPILER: INSERT NAME OF TOLL PLAZA(S) AND TOLL ROUTE.*

and has accepted a tender by the Principal Contractor (In this case the ISI) for the construction, completion & maintenance of the works.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.

This Agreement shall hold good from its commencement date, to either:

the date of the Performance Certificate issued in terms of sub-clause 11.9 of the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999) published by Federation Internationale des Ingenieurs-Conseils (FIDIC), as contained in Volume 1 of the contract documents pertaining to this contract, or

the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.

The Principal Contractor declares himself to be conversant with all the requirements and standards of the Occupational Health and Safety Act (Act 85 of 1993) together with its amendments and incorporated Regulations, hereinafter referred to as "The Act", and with special reference to the Construction Regulation 7: Duties of Principal Contractor and Contractor.

The Principal Contractor is responsible for the compliance with the Act by all his subcontractors and suppliers when entering the construction site, whether or not nominated and/or approved by the Client.

The Principal Contractor warrants that all his and his subcontractors' 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.

The Principal Contractor warrant that adequate provision has been made for the cost of health and safety measures during the execution of the project, and that sufficient resources (including competent personnel) are available to carry out the construction work safely.

The Principal Contractor warrants that the Employer / Client has carried out his duties in terms of Construction Regulation 5.1(a)(b)(f):

Construction Regulation 5.1(a): A baseline risk assessment for the intended construction work was prepared by the client and included in the tender documentation.

Construction Regulation 5.1(b) & (f): A suitable, sufficiently documented and coherent site-specific health and safety specification for the intended construction work based on the baseline risk assessment was included in the tender documentation.

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:

SIGNATURE:

NAME (IN CAPITALS)

WITNESS 2:

SIGNATURE:

NAME (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR

WITNESS 1:

SIGNATURE:

NAME (IN CAPITALS)

WITNESS 2:

SIGNATURE:

NAME (IN CAPITALS)

FORM C1.5 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

A: CONTACT DETAIL

The Service Provider is

Address:

Telephone:

Facsimile:

The authorised and designated representative of the Service Provider is:

Name:

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

.....

Telephone:

Facsimile:

Address:

E-mail Address:

B: KEY PERSON

Key Person	Name
Contract Engineer	
Alternate to Contract Engineer (if applicable)	

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

Name of Director(s)		Appointment Date	Designation

PART C2: PRICING DATA

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TEMPLATE

PART C2 PRICING DATA

C2.1 PRICING ASSUMPTIONS

1. The measurement and payment shall be in accordance with relevant provision of the Standard Specification for Operations and Maintenance for CTROM Projects: Payment Methodology and Description of Payment items (Volume 2 Book 7a) (October 2010) for the Contract **Note to compiler: Insert Incumbent contract No.**
2. The assumptions listed in this section must be read in conjunction with the Preamble to Schedule of Payments in the Standard Specifications for Operations and Maintenance of CTROM Projects: Payment Methodology and Description of Payment Items (Volume 2 Book 7a) (October 2010) for the Contract **Note to compiler: Insert Incumbent contract No.**
3. The Incumbent System Integrator is to note that Schedule of Payments are in the Cost Matrix format to allow the Incumbent System Integrator to insert the rates used in contract **Note to compiler: Insert Incumbent contract No.** for different monthly rates to cater for the various traffic peaks that may occur during the Contract Period.
4. Items indicated with the term “if triggered” will only be paid on implementation when instructed by the Employer. Payment for these items will be delayed coinciding with the actual implementation. The prices must include for all developing, procurement, installation and removal of redundant material from site (if applicable).
5. An electronic version of the Schedule of Payments/Cost Matrices is included in Annexure D. The Incumbent System Integrator shall provide all entries required in the Schedule of Payments/Cost Matrix for each Control Centre.
6. SUBTOTAL (COST CARRIED FORWARD TO SCHEDULE OF PAYMENTS/COST MATRIX). All entries shall be to Rand (R0,00) and shall exclude VAT. The cells in the electronic version of the Schedule of Payments/Cost Matrix that require input by the tenderer are shaded in light blue **“either in the” rate” or in the “month column(s)”**. All the blue shaded cells, including those in the personnel cost breakdown tables, must be filled in, either with zeros, or otherwise. THE INCUMBENT SYSTEM INTEGRATOR SHALL NOT ALTER THE INPUT IN OTHER CELLS. The tenderer shall submit the priced Schedule of Payments/Cost Matrices in both electronic and hard copy format with its tender **“offer”**.
7. Some of the “light blue” shaded items in the Schedule of Payments/Cost Matrix require a total price for the route instead of a price per Control Centre.
8. The “Grey cells” as well as the Items with “Green text” in the electronic version of the Schedule of Payments/Cost Matrix have been locked due to the items either not being applicable or not required for the specific control centres.
9. The model, in MS Office Excel format, that is used to determine the Operations and Maintenance Fee, is included in Volume 4 of the Main Contractor. The payment model will automatically read the Operations and Maintenance Fee from the Schedule of Payments/Cost Matrices, which have to be completed by the tenderer. Please note that for this to happen, both of the payment model and the Schedule of Payments/Cost Matrix Files must be in the same directory.
10. The Incumbent System Integrator shall fill in the relevant percentage mark-up values for Provisional Sums in the place cells in column D. If the relevant percentages are not filled in the Sub-Clause 13.5 shall apply.
11. Cost items for the relevant activities/requirements in terms of the Clauses in the Contract are indicated on the Schedule of Payments/Cost Matrix. The Incumbent System Integrator must ensure that only costs related to the relevant cost items must be included in the specific item.
12. The tenderer must note that should there be any statutory levies that are added or removed during the contract period, it shall be added or removed from the Schedule of Payments/Cost Matrix item.

C2.2 SCHEDULE OF PAYMENTS/COST MATRIX (INCORPORATING SBD3)

The spreadsheet containing the Schedule of Payments/Cost Matrix will be based on the Toll System payment items in contract **Note to compiler: Insert Incumbent Contract No** (Refer to Annexure A of this Agreement).

Requirements contained in this specification that is not included in the Schedule of Payments/Cost Matrix for the incumbent contract **Note to compiler: Insert Incumbent Contract No** will be subject to a variation order process.

PART C3: SCOPE OF WORKS

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TEMPLATE

PART C3 SCOPE OF WORK

PART C3.1 PROJECT DESCRIPTION (SECTION B)

C3.1.1 PROJECT OVERVIEW

C3.1.1.1 Toll Route and Toll Plaza

NOTE TO COMPILER: INSERT RELEVANT PROJEC OVERVIEW

The declared N4 Magalies Toll Road, which forms part of the National Route 4 between Pretoria and Rustenburg, extends from West of Rebecca Street (km 10,0 section 11) to West of Pelindaba Interchange (km 11,5 section 12) and the middle section from km 24,6 to km 29,6 on section 12 and the link section from km 32,4 to km 37,5 on section 12. The total distance of 31.2km.

The sections of Quagga and Pelindaba Toll Plazas on the N4 Magalies Toll Road consist of approximately 22.2km dual carriageway freeway with two (2) lanes in each direction and approximately 5km single carriageway with a lane in each direction, both sections with paved shoulders, and approximately 5.1km of one lane undivided carriageway has gravel shoulders.

There are two (2) Toll Plazas along the N4 Magalies Toll Road, and the general details are summarised as follows:

N4 Magalies Toll Road:

Existing Toll Plaza	Control Centre	Location (Interchange)	Section of N4	Distance km	Number of Lanes*
Quagga Mainline	Quagga	N4	11	14.9	3/3
Pelindaba Mainline		N4	12	10.6	3/3

Note: * = x/y denotes per direction (Northbound/Southbound)

C3.1.1.2 Alternative Route

N4 Magalies Toll Road The alternative route runs parallel to Quagga and Pelindaba Sections of N4 Magalies Toll Road on the southern side. A graphic representation of the N4 Magalies Toll Road and Alternative Route, including the Toll Plaza locations are contained in the locality sketch enclosed in Part A1 of Volume 4.

C3.1.2 DESCRIPTION OF THE WORKS

C3.1.2.1 Incumbent System Integrator (SI)

The Incumbent System Integrator (ISI) means the System Integrator that was responsible for the maintenance and support of Toll System and appointed through the existing contract, **Note to compiler: Insert Incumbent Contract No.** The Incumbent System Integrator scope of works under Contract **Note to compiler: Insert Incumbent Contract No.** will be used to maintain and support the existing toll system and to conduct emergency repairs and replacements during the execution of Design-Build Section 2, (If triggered). The duration of this subcontract will be from the Commencement Date until the Nominated Subcontractor is appointed for Design-Build Section 3, 4 and/or 5.

C3.1.2.2 Description of Roles and parties to this Contract

The Principal Employer's procurement strategy includes tenders for three (3) contracts:

1. The first contract will be for the Main Contractor for the Operations and Maintenance of Toll Plazas on the N4 Magalies Toll Road (also known as the CTROM contract).
2. The second contract will be for the Incumbent System Integrator to maintain and support the existing toll system and to conduct emergency repairs and replacements during the execution of Design-Build Section 2 (If triggered) (This Contract).

The subcontract between the Incumbent System Integrator and the Main Contractor will be based on the contract conditions and the standard specifications for the Toll System under the Contract **Note to compiler: Insert Incumbent Contract No.** but will use the FIDIC Conditions of Contract for Design, Build and Operate Projects.

3. The third contract could either be a National Nominated Subcontractor or a Nominated Subcontractor procured by the Principal Employer for the Design Build, Operations and Maintenance of the Toll System for the Operations and Maintenance of the **Note to compiler: Insert the name of toll plaza(s) and toll route** for the execution of Design-Build Sections 3, 4 and/or 5. This Nominated Subcontractor decision will be made later during the Operations Service Period for Section 1.

Once the Employer has identified and procured the National Nominated Subcontractor or Nominated Subcontractor; the Main Contractor will be instructed to appoint the Nominated Subcontractor. The Incumbent System Integrator (ISI) will be subcontracted by the Main Contractor whilst the Nominated Subcontractor is being procured by SANRAL.

The terminology used for the contracts and the various roles versus the FIDIC terminology is tabled and clarified below.

TABLE 4-1: ASSOCIATED CONTRACTS AND TERMINOLOGY

Contract Entity	Main Contract (MC) (CTROM Operations and Maintenance Contract)	Incumbent System Integrator Subcontract (ISI)	How these should be interpreted in this contract
SANRAL	Employer	Principal Employer	Principal Employer
Main Contractor (MC) (Operations and Maintenance Contractor)	Contractor	Employer	Main Contractor
Toll System Subcontractor	Incumbent System Integrator (ISI)	Contractor	Incumbent System Integrator (ISI)
Employer's Representative	Employer's Representative	Main Contractor's (MC) Representative	MC Representative

1. All references to Contractor in this document refer to the Incumbent System Integrator.
2. The Incumbent System Integrator (ISI) will be sub-contracted and managed by the Main Contractor.
3. All references to Main Contractor refer to the Contractor appointed for the Operations and Maintenance of the Quagga and Pelindaba Toll Plazas on the N4 Magalies Toll Road.

In the event where any ambiguity or discrepancy is found in the documents, the Employer shall be responsible to clarify this.

C3.1.2.3 General Description

The description of the Works contained in this section is a general outline of the Contractor's responsibilities and shall not limit the Works to be carried out by the Contractor under this Contract.

The Employer will appoint the Incumbent System Integrator for the Toll System Maintenance and Support using the contract conditions, specifications and rates in, **Note to compiler: Insert Incumbent Contract No.** and for Emergency repairs and replacements during a Design Build Section 2 (If triggered).

The Incumbent System Integrator's scope of work will include but not be limited to the following:

- Perform maintenance and support for support requests captured in the Main Contractor Help Desk.
- Provide maintenance and support technicians.
- Provide the monthly and other reports specified in Contract, **Note to compiler: Insert Incumbent Contract No.**
- Provide Toll System training and documentation.
- Upkeep of spares and maintain the minimum spare levels including the updates to the asset register.
- Upkeep of all relevant system licenses.
- Provide for Toll System insurance.
- Compliance with Health and Safety requirements.
- Apply Performance measurements and adjustments for the Toll System maintained by the Incumbent System Integrator in accordance with contract NRA N004-112-2014/1. If a case occurs where a performance penalty or risk allocation is not applicable, the ER for the Main Contractor shall consult with the MC, Incumbent System Integrator and the Principal Employer and issue a Determination in line with the Conditions of Contract (FIDIC) Sub-clause 3.5 [*Determinations*].
- Execute variations as required and approved by the Employer.
- Provide proposals for new rates in the case(s) contract NRA N004-112-2014/1 does not make provision for. These rates will be agreed and approved by the Principal Employer.

Should the Principal Employer trigger the Design Build Section 2 for the Emergency Repairs and Replacements will be based on the new contract, using the latest specifications and requirements, unless expressly excluded and agreed with the Principal Employer.

It should be noted that the Main Contractor and the Incumbent System Integrator's scope of works is not separated in different specifications. The Incumbent System Integrator is responsible for the Toll System and should therefore be cognisant of the Toll System specifications.

The Main Contractor in turn is responsible for all the Works, including the management and supervision of the Incumbent System Integrator and to ensure that the Toll System meets the contractual design and performance criteria. The Works assigned to the Incumbent System Integrator therefore form part of the Works of the Main Contractor.

The Incumbent System Integrator scope of works typically related to the maintenance and support of the existing Toll System handed over at the Commencement Date until the Nominated Subcontractor is appointed.

C3.1.3 EXPECTED GENERAL CONTRACT PROGRAMME

C3.1.3.1 Expected Programme

It is anticipated that the Establishment Period at, **Note to compiler: Insert the name of toll plaza(s)** Toll Plazas will be approximately 6 weeks. The key milestones dates are as follows (also refer to Figure 1 below):

- Design Build Section 1 - Commencement Date – Expected in January 2026. To be advised.
- Commencement of the Operation Service Period - Commissioning date of Design-Build Section 1. – In February or March 2026 – To be advised.

- Incumbent System Integrator - Contract Ends – 12 to 18 months from Commencement of the Operation Service Period date.

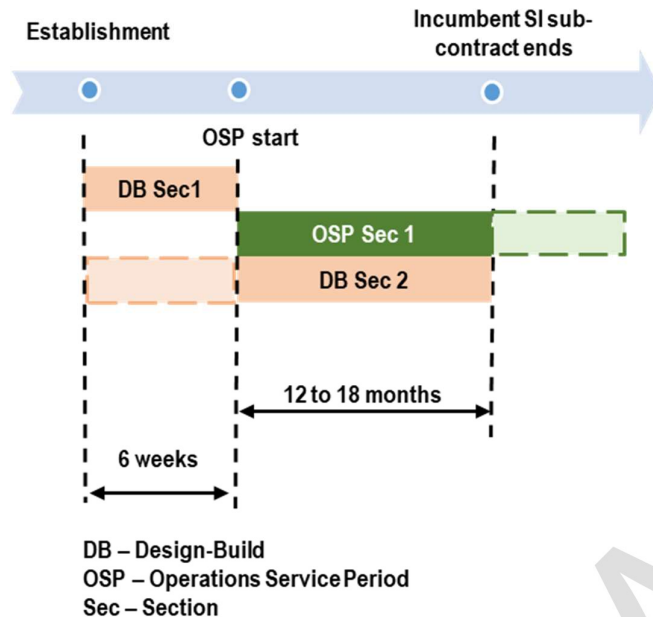


Figure 1: Graphical representation of Design Build and Operation Service Sections

C3.1.4 CONTRACT DURATION

The Contract Period for the Main Contractor shall be for a duration of 73.5 months, including the Design-Build and Operation Service Periods.

Note however that the Principal Employer is planning to roll out their national SANRAL Toll System on all the Toll Plaza/s within the next 12 to 18 months, upon which the Incumbent System Integrator may terminate. The Incumbent System Integrator will be notified at least 3 months in advance.

The Contract period for the Incumbent System Integrator shall be between 12 to 18 months from the start of the Operation Service Period date.

C3.1.5 PENALTIES FOR NON-PERFORMANCE

In instances, where the Contractor does not comply with any specific requirement of the Contract, the Principal Employer may:

- Apply a penalty related to the non-compliance by the Contractor to a specific requirement of the Contract as described in the Contract, for that specific item, or;
- Employ a third party to perform, complete or rectify the item of non-compliance by the Contractor to a specific requirement of the Contract and to recover any costs incurred by the Employer from the Contractor.

Where the Termination of this Contract is specified as a penalty that may be applied by the Employer, the Employer may, at its sole discretion apply a penalty of ten percent (10%) of the monthly Operation and Maintenance Fee (excluding capital expenditure), per Control Centre in lieu of Termination of the Agreement.

PART C3.2 PARTICULAR SPECIFICATIONS FOR TOLL OPERATIONS AND MAINTENANCE

In certain Clauses the Standard Specifications allow a choice to be specified in the Scope of Work between alternative materials or methods of Operations and Maintenance and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to the contract and some additional specifications required for this particular contract are contained in this section of the Scope of Works as particular specifications.

NOTE TO COMPILER: SECTION C3.2 MUST BE SIMILAR TO THE INCUMBENT CONTRACT.

PART C3.2.1 PARTICULAR AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR OPERATIONS AND MAINTENANCE OF CTROM PROJECTS: GLOSSARY OF TERMS AND GENERIC SCOPE OF WORKS

The number of each Clause as a Particular Specification in this section consists of Prefix PS followed by a number corresponding to the number of the relevant Clause in the Standard Specification for Operations and Maintenance of CTROM Projects: Glossary of Terms and Generic Scope of Works, (Volume 2 Book 1a). The number of any new Clause which does not form part of any Clause in the Standard Specifications for Operations and Maintenance of CTROM Projects: Glossary of Terms and Generic Scope of Works (Volume 2 Book 1a) and which is included herein, is also prefixed by PS followed by a new number. Such new number flowed on the last Clause used in the relevant section of the Standard Specifications for Operations and Maintenance of CTROM Projects: Glossary of Terms and Generic Scope of work (Volume 2 Book 1a).

All the particular amendments to the Standard Specifications for the Contract, **Note to compiler: Insert Incumbent Contract No.** are incorporated within "Form D5 – Amendments to Standard Specifications" in Annexure B to this Agreement under the Microsoft Office Excel spreadsheet named "Form D5" with the "tab" in "Volume 2 Book 1a".

The reference date (Column C) in the Amendments to Standard Specifications (Form D5) indicates the modification date to the Standard Specification. All dates not equal to October 2010 represent amendments to the Standard Specification.

Any further clarification/deviation or amendments to the Standard Specification are also to be provided under "Clarification/Deviation or Particular Amendments to the Standard Specifications by Employer" (Column J) in the Amendments to the Standard Specifications (Form D5).

PART A: GLOSSARY OF TERMS

PS3 DEFINITIONS

"Control Centre"

The existing Control Centre is listed in the following table:

TOLL PLAZA	CONTROL CENTRE
Quagga Mainline	Quagga Control Building
Pelindaba Mainline	

“Road”

The Road comprises of the following sections.

N1 NORTH TOLL ROAD						
ROUTE	SECTION	FROM		TO		LENGTH (KM)
		Description	Km	Description	Km	
N4	11	West Rebecca street	10.0	End of Section	19.6	9.6
N4	12	Start of Section	0.0	West of Valindaba I/C	11.5	11.5
N4	12	Middle Section over the Hartebeespoort dam	24.6		29.6	5.0
N4	12	Link section to Platinum Toll Road	32.4		37.5	5.1
SUB-TOTAL						31.2

“Toll Plaza”

The Toll Plazas that form part of this contract are the following:

TOLL PLAZAS	LOCATION
Quagga Mainline	N4-11, km 14.9
Pelindaba Mainline	N4-12, km 10.6

The extent of the Toll Plazas is detailed on the drawings included in Part A4 of Volume 4.

“Toll Road”

The extent of the N4 Magalies Toll Road shall be the National Road Reserve Boundaries from West of Rebecca Street (km 10 on the N4-11) to West of Valindaba I/C (km 11.5 section N4-12). This section of the Toll Road also includes the Middle section from km 24.6 to 29.6 and Link section from km 32.4 to 37.5 both on Section 12 of the N4, a total distance of 31.2km.

PART C3.2.2 PARTICULAR AMENDMENTS TO THE STANDARD SPECIFICATION FOR OPERATIONS AND MAINTENANCE OF CTROM PROJECTS: GENERAL (VOLUME 2 BOOK 2A)

The number of each Clause as a particular specification in this section consists of the prefix PS followed by a number corresponding to the number of the relevant Clause in the Standard Specification for Operations and Maintenance of CTROM Projects: General (Volume 2 Book 2a). The number of any new Clause which does not form part of any Clause in the Standard Specification for Operations and Maintenance of CTROM Projects: General (Volume 2 Book 2a), and which is included herein, is also prefixed by PS followed by a new number. Such new numbers follow on the last Clause used in the relevant section of the Specification for Operations and Maintenance of CTROM Projects: General (Volume 2 Book 2a).

All the particular amendments to the Standard Specifications for the Contract **Note to compiler: Insert Incumbent contract No.** 1 are incorporated within "Form D5 – Amendments to Standard Specifications" In Annexure B to this Agreement under the Microsoft Office Excel spreadsheet named "Form D5" with the "tab" in "Volume 2 Book 2a".

The reference date (Column C) in the Amendments to Standard Specifications (Form D5) indicates the modification date to the Standard Specification. All dates not equal to October 2010 represent amendments to the Standard Specification.

Any further clarification/deviation or amendments to the Standard Specification are also to be provided under "Clarification/Deviation or Particular Amendments to the Standard Specifications by Employer" (Column J) in the Amendments to the Standard Specifications (Form D5).

Only the following clauses shall be applicable to this contract:

SECTION 1. OVERVIEW OF OPERATIONAL ENVIRONMENT

All clauses.

PS1.5 Overall operations responsibilities of the Contractor

Replace all references to "Contractor" to "Main Contractor".

PS1.6 Overall responsibilities of the Employer in respect of toll operations

Replace all references to "Employer" to "Principal Employer".

SECTION 2. PROJECT COMMENCEMENT: HANDOVER AND PROVISION OF DOCUMENTS

Clauses 2.2.1.5, 2.3.1, 2.3.2, 2.4 and 2.5.

PS2.2 Employer's Documents, Drawings and Software

PS2.2.1 General

PS2.2.1.2 As-Built Drawings

A list of available As-built drawings for existing Toll Plaza(s) is contained in Part C2 of Volume 4.

PS2.2.1.3 Equipment User Manuals

A list of available equipment user manuals is contained in Part C3 of Volume 4.

PS2.2.1.4 Equipment Supplier's Manuals

A list of available equipment supplier manuals is contained in Part C3 of Volume 4.

PS2.2.1.5 Software and Software User Manuals

The current software licences for the toll system are in the name of the Principal Employer. The Contractor may utilise the existing software and associated licences.

A list of available software and software user manuals is contained in Part C3 of Volume 4.

The list of current software Contractors is included in Part B1 of Volume 4.

PS2.3.2.1 Software Licenses

Replace this clause with the following:

“The Contractor shall comply with the requirements regarding proprietary Software Licences as specified in the Standard Specifications for Operations and Maintenance of CTROM Projects: Toll Systems (Volume 2 Book 4a).

All Toll System and Sub-System Licenses shall be perpetual (no expiry date), transferable, non-terminable, non-exclusive, royalty-free and unrestrictive. Other Software from third parties and Software complimentary to the Toll System, but not specifically developed as a Toll System component, shall be valid until the end of the Contract, or, whichever is the latest, valid until the end of the next Contract's design build period. All off the shelf Software with a license which gets renewed on a yearly basis and requires no specific toll related expertise to update, shall be valid until the end of the Contract period. Software which may influence the Toll System functionality when upgraded, such as operating system, shall be valid until the end of the next Contract's Design Build period.

Software Descriptions	Perpetual	End of Contract	End of Contract +3 years
Toll System Software Developed by Contractor / System Integrator			
Back Office / MIS	X		
LSDU	X		
Back Office / MIS Interfaces	X		
Lane	X		
AVC	X		
DCS	X		
VGS	X		
QLS	X		
Other Software Complimentary to the Toll System			
Operating Systems			
Anti-Virus Software		X	
Microsoft Office Products		X	
Network Management Software			
All firmware			

All Licenses which will roll over into the next Contract period, shall be transferred to the Employer at successful commissioning of the respective equipment and/or systems or in the event of Contract termination.”

SECTION 3. OPERATIONAL FOOTPRINT

None.

SECTION 4. TOLL PLAZA EXPANSIONS AND UPGRADES, ROAD IMPROVEMENTS AND OTHER IMPROVEMENTS

None

SECTION 5. ESTABLISHMENT

Clauses 5.1.1, 5.1.2.

Add the following clause 5.1.2.1.3:

PS 5.1.2.1.3 Contractor's Minimum Personnel requirements

- (a) The required personnel shall as a minimum meet the below stated Qualification and Training requirements.
- (b) The Contractor shall make provision for the cost of employing the required personnel with the stated minimum requirements in his rates and this cost shall not be specifically measured for payment.

PERSONNEL CATEGORY	REQUIRED QUALIFICATION AND TRAINING
1. Assistant Technician (Electronic)	Minimum qualification – Matric (Grade 12) from a technical high school, or a school with technical subjects such as: Electrical, Electronically, mechanical, technical drawings. (At least one of the above is required). Maths and Science also a requirement on this level. OR Minimum N2 from a Technical College in the Engineering field.
2. Technician (Electronic)	Minimum of N4 from a Technical College in the Engineering field. OR Minimum S4 National Diploma from a Technikon (Also referred to as University of Technology) in Information Technology, Computer Engineering, Digital Technology, Electrical Engineering, Process Control or similar. AND A minimum of one year relevant experience.
3. Senior Technician (Electronic)	Minimum of N6 from a Technical College in the Engineering field. OR Minimum S4 National Diploma from a Technikon (Also referred to as University of Technology) In Information Technology, Computer Engineering, Digital Technology, Electrical Engineering, Process Control or similar. AND A minimum of two years relevant technical experience. Ability to manage people to be proven by means of interview or other relevant experience.

Note: *Reference to the Engineering Qualifications and the Higher Education Qualifications sub-framework (HEQSF) presentation by ECSA (<http://www.sasee.org.za/CMS/WP-content/uploads/2014/07/HEQSF-And-Engineering-Qualifications-B-van-Wyk.PDF>)

SECTION 6. OPERATIONS PERIOD – TRANSACTION MANAGEMENT AND PROCESSING

Add the following:

PS6.1.1.3

The Vehicle Classification Structure that has been published in the latest Government Gazette is as follows:

CLASS	TYPE OF VEHICLE	DESCRIPTION
1	Light	Light vehicle are motor vehicles, other than heavy vehicles, with or without a trailer and including motorcycles, motor tricycles and motor cars.
2	Medium Heavy	Medium heavy are heavy vehicles with two (2) axles.
3	Large Heavy	Large heavy are heavy vehicles with three (3) or four (4) axles.
4	Extra Large Heavy	Extra-large heavy are heavy vehicles with five (5) or more axles.

SECTION 7. OPERATIONS PERIOD – FINANCIAL MANAGEMENT

None.

SECTION 8. OPERATIONS PERIOD – CUSTOMER SERVICES

None.

SECTION 9. OPERATIONS PERIOD – MANAGEMENT OF CUSTOMER ACCOUNTS

None.

SECTION 10. OPERATIONS PERIOD – TRAFFIC MANAGEMENT

PS10.4 Digital Queue Length Monitoring System (QLS)

PS10.4.1

All references made to “DVSS” must be deleted and replaced with “VGS/QLS”.

Clause 10.4.1.1

SECTION 11. OPERATIONS PERIOD – DATA TRANSMISSION

None.

SECTION 12. OPERATIONS PERIOD – TAG MANAGEMENT

None.

SECTION 13. EQUIPMENT FUNCTIONALITY AND INTERFACES AND AGREEMENTS

Clauses 13.1.1, 13.1.3, 13.2.1, 13.2.2, 13.2.3.1.

PS13.2.3 Agreements

Add the following Clause:

“PS13.2.3.5 EMV Integrated Circuit Card Requirements

“It is envisaged that chip card technology will be rolled out at Quagga and Pelindaba Toll Plazas by 1 December 2025.

SECTION 14. ASSET MANAGEMENT

Clauses 14.1, 14.2, 14.3, 14.4.1, 14.4.2, 14.4.4, 14.5, 14.6 (for assets provided by and/or managed and/or maintained by the Incumbent System Integrator).

PS14.4.4.8 Spares and replacement parts

Add the following sub-clauses:

“(b) The Contractor shall maintained the agreed minimum spare list for the period of the contract. Refer to Annexure C to this Agreement

Note to compiler: Insert the agreed minimum spares list for handover or use the list below as a basis for negotiations.

A full batch of spares shall form part of the handover requirements at the end of the contract.

The Contractor shall maintain the following minimum, or higher, spares levels per workshop:

- 1) Complete set of lane peripherals: One complete spare unit for each type of peripheral, including but not limited to a Boom, OHLS, ETC beacon, TCT, VDU, receipt printer, set of light curtains, set of AVC sensors, siren, booth camera, side view camera, ANPR camera etc.
- 2) Components: One complete replacement unit for every 10 units or part thereof e.g., four hard drives for a 12-lane plaza. This includes mother boards, CPU's, serial cards, RAM units, intercom slaves, sirens, traffic light heads, proximity detectors, door switches etc.
- 3) Boom arms: Two spare boom arms for every 10 lanes or part thereof.
- 4) Consumables and additional spares required to ensure a high service level

(c) The Contractor shall supply, install and maintain a Lane test or standby rig in the workshop. The test or standby rig shall be used for testing components and scenarios by the maintenance technician. The test or standby rig shall;

- 1) Be installed in the maintenance workshop and shall consist of a full set of lane equipment, loaded with the correct approved and certified software and settings;
- 2) Where possible and practical, the various components of the test or standby rig shall be mounted against the workshop wall;
- 3) Include all the components required to simulate one of the existing Mixed ETC lanes, including:
 - a) Lane Controller
 - i. Complete lane controller, back plate and components, excluding the lane controller enclosure
 - ii. Door switch
 - iii. TCT and swipe card reader
 - iv. Video display unit
 - v. Receipt printer
 - vi. Barcode scanner
 - vii. Battery low detector
 - viii. Network switch
 - ix. Exit boom
 - x. ETC Beacon
 - xi. Traffic light
 - xii. UFD
 - xiii. ANPR camera and ANPR presence detector
 - xiv. Test Tag and cards
 - xv. AVC sensor simulator
 - b) Complete AVC, back plate and components, excluding the AVC box and sensors
 - c) AVC/TCC UPS, with limited battery back-up
 - d) Evaluation, test and verification utilities
- 4) May exclude:
 - a) VGS cameras
 - b) AVC sensors
 - c) Boom arm
- 5) The Test or standby rig shall be maintained by the Contractor and the Contractor shall not use it as spares to replace faulty equipment.”

PS14.4.4.14 Tolling System availability

Add the following sub-clause:

PS14.4.4.15 Support and maintenance levels

“(a) **1st line Support and maintenance:** Means the logging and notification of a maintenance incident and the rectification of issues by low level interventions, that exclude modification of the configuration or changes to the system. 1st Line support will identify issues and escalate such issues to higher levels of support staff.

i. Hardware 1st Line support and maintenance (“1st Line HW support and maintenance”) requires site presence and includes, inter alia:

(1) Maintenance:

- (a) Daily inspection of the system,
- (b) Ensuring that all lanes are operating in normal mode,
- (c) Ensuring that all AVC are operating in normal mode,
- (d) Ensure that complete AVC data is submitted via the DCS to ITIS,
- (e) Identifying components and sensors that need to be replaced as part of routine maintenance,
- (f) Cleaning and realigning and resetting of components/devices, and
- (g) Maintenance of the workshop, spares, test or standby rig, and tools,
- (h) Order spares to ensure adequate spares are always available.

(2) Support:

- (a) 1st response to reported issues or issues detected during maintenance inspection.
- (b) Fault finding and analysis,
- (c) Resubmit ITIS, if data problems exists,
- (d) Restarting/rebooting systems, and
- (e) Replacing components with spare units.

ii. Software 1st Line support and maintenance (“1st Line SW support and maintenance”) requires site or remote presence and includes, inter alia:

(1) Maintenance:

- (a) Daily inspection and monitoring of the system processes to ensure that all aspects are running at optimal levels.
- (b) Ensure that all data is received from all lane,
- (c) Monitoring problem and resolve problem data.
- (d) Ensure that all ETC transactions is transmitted to TCH,
- (e) Ensure that all Toll system/AVC/lane configurations, parameters, tariffs, validation lists, balances and hotlists are up to date. Report issues to 2nd Line software support.

(2) Support:

- (a) Fault finding and analysis,
- (b) Restarting/rebooting systems or processes.

(b) **2nd line Support and maintenance,** means the rectification of issues referred to the 2nd line support by 1st line support, reported by the Operator or detected by 2nd line maintenance. 2nd Line support include configuration changes to the system. Only items that require system change will be escalated by the 2nd line support to 3rd Line support, all other issues will be addressed by second line support.

i) Hardware 2nd Line support and maintenance (“2nd Line HW support and maintenance”) relies on HO staff and includes, inter alia:

(1) Maintenance:

- (a) Route wide site inspections to evaluate equipment statuses and calibration. This will include inter alia.
- (b) reading zones evaluation, processing speed evaluation, loop megger tests, LED intensities, camera quality and alignment, sensor statuses, workstation and server performance assessment,

- (c) Evaluate, and replace if necessary, underperforming components and sensors identified by 2nd Line Software maintenance or accuracy reports.
 - (d) Routine replacement of components and sensors as part of routine maintenance,
 - (e) Workshop and site technician assessment, including stock level verification,
 - (f) Assist with the deployment of system updates.
 - (g) Generate the required KPI reports
- (2) Support:
 - (a) Address issues referred to it by 1st Line support.
 - (b) Correct issues that result in data transmission errors between lane (AVC and TCC) and plaza (BOS, DCS, ICS, VGS) and plaza (BOS and DCS) and external entities (TCH, Banks, SANRAL MIS and ITIS)
 - (c) Address communication and network issues.
- ii) Software 2nd Line support and maintenance ("2nd Line SW support and maintenance") is normally performed remotely and includes, inter alia.
 - (1) Maintenance:
 - (a) Perform statistical analysis of Toll System data to detect underperforming components or sensors. This shall include inter alia,
 - i. AVC data to identify sensor issues.
 - ii. Card processing data to identify faulty SCR heads.
 - iii. ETC processing speed in mixed ETC lane to detect hardware or alignment issues,
 - iv. ETC failure rates in Dedicated ETC lane to detect hardware or alignment issues,
 - v. AVC and TCC resets and incidents.
 - (b) Log the findings of the statistical assessment via the support request system (Help Desk) to ensure that it is addressed by 1st or 2nd Line support and maintenance.
 - (c) Deploy Operating System, Application Software and Antivirus/Security updates.
 - (d) Ensure that all versions and configurations are correct. Log deviations via the support request system (Help Desk) to ensure that it is addressed 2nd Line SW support.
 - (2) Support:
 - (a) Fault finding and analysis for items referred to it by 1st Line software support,
 - (b) Restarting/rebooting systems or processes.
 - (c) Generate required KPI reports.
 - (d) Evaluate TCH rejections and raise support request TCH to address unfair rejections.
 - (e) Evaluate Bank charge backs and
 - (f) Correct all incorrect versions and configurations
- (c) **3rd line Support and maintenance**, means the specialised support or maintenance required to adjust, rectify, configure, correct, or improve the system, when 2nd line support cannot provide the required support. 3rd Line SW support relates to system software changes and the deployment of such changes.
 - i) Hardware 3rd Line support and maintenance ("3rd Line HW support and maintenance") relies on external specialists and includes, inter alia:
 - (1) Maintenance:
 - (a) Routine maintenance provided by the specialist supplier in terms of the hardware support agreement,
 - (2) Support:
 - (b) Specialist support provided by the specialist supplier for issues that cannot be resolved without specialist assistance.
 - ii) Software 3rd Line support and maintenance ("3rd Line SW support and maintenance") is normally performed remotely and includes, inter alia.
 - (1) Maintenance:
 - (a) System updates required by obsolescence.
 - (2) Support:
 - (a) Development, testing (DTEC and SAT), deployment and commissioning (SAT) of system upgrades required to rectify defects,

- (b) Development, testing (DTEC and SAT), deployment and commissioning (SAT) of system upgrades related to new requirements and/or system enhancements.
- (c) Comply with the Escrow requirements in terms of Escrow agreement, including the update of escrow deposits as specified.
- (d) Comply with the Disaster Recovery Plan requirements, including depositing the DRP with the Escrow Agent in terms of the Escrow agreement. “

SECTION 15. GENERAL

Clauses 15.2, 15.5.

SECTION 16. ENFORCEMENT

None.

SECTION 17. PROJECT COMPLETION AND HAND BACK

Clauses 17.1, 17.2 (only for documents and drawings related to the ISI works), 17.3, 17.4, 17.5 (only for subcontracts related to the ISI works), 17.6 (only for assets provided by and/or managed and/or maintained by the ISI), 17.8, 17.9

SECTION 18. REPORTING

Clause 18.1.

Add the following new subclause:

“PS18.1.1.8 While it remains the responsibility of the Main Contractor to fulfil the administrative obligation of preparing and submitting all reports under report categories 1 to 4, and 8 to 9, namely Traffic Reports, Transaction Processing Reports, Financial Reports, Audit Trails, Electrical and Mechanical Reports and Performance Measurement Reports in the table below, it remains the obligation of the Contractor to ensure that the Toll System Back Office System is capable of generating these reports.”

Table 18-1: Report Register

N o.	Report Name	Purpose	Minimum Information	Frequency
5. SYSTEM MAINTENANCE REPORTS				
a)	AVC Accuracies	Reports on the overall accuracies of the AVC when comparing the AVC class to the Actual Class.	<ul style="list-style-type: none"> AVC accuracy per lane / Tolling Point. AVC accuracy for all lanes / Tolling Points. Reporting generated from Back Office System.	Monthly
b)	MTBF	Reports on the calculated MTBFs (based on the up time) for all the major subsystems.	<ul style="list-style-type: none"> MTBF of the sub-systems. Reporting generated from Back Office System.	Monthly
c)	System Availability	Reports on the calculated availability (based on the duration of the downtime) for all the major subsystems, per	<ul style="list-style-type: none"> Time the system is in use. Time spent on maintenance. Down-time. Reporting generated from Back Office System.	Monthly

N o.	Report Name	Purpose	Minimum Information	Frequency
		subsystem and/or lane/Tolling Point.		
d)	Equipment Failures Report	Reports on the equipment failures.	<ul style="list-style-type: none"> Equipment failures per lane/ Tolling Point and subsystem during a selected period. Reporting generated from Back Office System.	Monthly
e)	Incident report	Reports on incidents that occurred on the system.	<ul style="list-style-type: none"> Incident type. Date and time when incident occurred. Corresponding Transaction Record (if available). Summarized incident information per lane / Tolling Point. Reporting generated from Back Office System.	Ad Hoc
f)	Response and Repair Times	To report on the incident response and repair time.	<ul style="list-style-type: none"> Time Incident occurred. Time when it was acknowledged. Time when it was resolved / repaired (If applicable). Reporting generated from Back Office System.	Monthly
g)	Dashboard	To report on information as supplied by the dashboard Software applications.	<ul style="list-style-type: none"> Depends on the dashboard Software application. Reporting generated from Back Office System.	Ad Hoc
6. OTHER MAINTENANCE REPORTS				
a)	Upgrade Reports	To report on upgrades of system or equipment.	<ul style="list-style-type: none"> System and hardware upgrade information. Reporting generated from Back Office System and manually.	Monthly
b)	Problem Data Reports	To report on any data losses, data corruption, data problems.	<ul style="list-style-type: none"> Transaction Record and payment data lost. Corrupt Transaction Record and payment data. Other data problems. Reporting generated from Back Office System.	Monthly
c)	Support Reports	To report on all support and maintenance actions.	<ul style="list-style-type: none"> Number of support requests. Support request actions. Problem resolved status. Reporting from the support Help Desk. 	Monthly
d)	Stock and Spares Reports	To report on stock and spares levels.	<ul style="list-style-type: none"> Tags in stock. Spares levels along the route. 	Monthly

N o.	Report Name	Purpose	Minimum Information	Frequency
			<ul style="list-style-type: none"> Reporting from the Asset Management System. 	
7. ACCOUNTING AND CONTRACTUAL				
a)	Financial Statements	To report on the financial status of the Contractor.	The Contractor shall supply the Employer within ninety (90) days of the end of the operating year the annual audited financial report and accounts of the Contractor as per the GAAP.	
b)	Contractual Reporting	To report on contractual issues.	<p>The Contractor shall notify the Employer prior to taking any action which would result in any change in:</p> <ul style="list-style-type: none"> Management and organisational structure; Change in appointment of Chief Executive Officer, Chief Finance Officer or any other senior technical staff of the Contractor; Contracts to be executed by the Contractor for the purpose of implementing the Agreement; Change in fiscal year; and Change in Memorandum and Articles of Association or the shareholders agreement of the Contractor; Any change shall require consent from the Employer as such a change may not alter the shareholder composition in terms of the tendered black economic empowerment content within the original Tender as well as the associated overall financial position of the Tenderer; Manually created report. 	
10. TOLL SYSTEM PROGRESS REPORT				
a)	Progress Report	To report on the progress of the Toll System during the Design-Build period.	<ul style="list-style-type: none"> As specified in Project Document Volume 3. 	To be determined by the Employer's Representative

Delete table 18-2 and replace with the following table:

Table 18.2: Conventional Toll Plaza Additional Report Register

No.	Report Name	Purpose	Minimum Information	Frequency
NOT APPLICABLE				

Delete table 18-3 and replace with the following table:

Table 18.3: ORT Additional Report Register

No.	Report Name	Purpose	Minimum Information	Frequency
NOT APPLICABLE				

SECTION 19. TOLL ROAD SERVICES

None

SECTION 20. ANNEXURE A1: SCHEDULE OF ASSETS

All clauses.

PART C3.2.3 PARTICULAR AMENDMENTS TO THE STANDARD SPECIFICATION FOR OPERATIONS AND MAINTENANCE OF CTROM PROJECTS: ELECTRICAL AND MECHANICAL MAINTENANCE (VOLUME 2 BOOK 3)

All the particular amendments to the Standard Specifications for **Note to Compiler: Insert Incumbent Contract No.** are incorporated within "Form D5 – Amendments to Standard Specifications" in Annexure B to this Agreement under the Microsoft Office Excel spreadsheet named "Form D5" with "tab" "Volume 2 Book 3".

The "reference date" (Column C) in the Amendments to Standard Specifications (Form D5) indicates the modification date to the Standard Specification. All dates not equal to October 2010 represent amendments to the Standard Specification.

Any further clarification/deviation or amendments to the Standard Specification are also to be provided under "Clarification/Deviation or Particular Amendments to the Standard Specification by Employer" (Column J) in the Amendments to the Standard Specifications (Form D5).

Only the following clauses shall be applicable to this contract:

Clauses 1, 6, 7, 10, 16, 21, 36.

PART C3.2.4 PARTICULAR AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR OPERATIONS AND MAINTENANCE OF CTROM PROJECTS: TOLL SYSTEMS (VOLUME 2 BOOK 4A)

All the particular amendments to the Standard Specifications for Contract **Note to Compiler: Insert Incumbent Contract No** are incorporated within "Form D5 – Amendments to Standard Specifications" in Annexure B to this Agreement under the Microsoft Office Excel spreadsheet named "Form D5" with "tab" "Volume 2 Book 4a".

The "reference date" (Column C) in the Amendments to Standard Specifications (Form D5) indicates the modification date to the Standard Specification. All dates not equal to October 2010 represent amendments to the Standard Specification.

Any further clarification/deviation or amendments to the Standard Specification are also to be provided under "Clarification/Deviation or Particular Amendments to the Standard Specification by Employer" (Column J) in the Amendments to the Standard Specifications (Form D5).

PS1.1 GENERAL

PS1.1.3.3 Lane minimum functions

Remove sub-clause (d).

Add the following clauses:

PS1.2 ROLES AND RESPONSIBILITIES

PS 1.2.1 The Main Contractor and Incumbent System Integrator roles are:

The Main Contractor and the Incumbent System Integrator roles are required for the duration of the Incumbent System Integrator contract period (12 to 18 months). The role of the Main Contractor and the Incumbent System Integrator may be one Contractor or a Contractor with Subcontractors.

The role of the Incumbent System Integrator for the maintenance and support of the existing Toll System, for the purposes of this Contract is separated. The Contractor, for the Subcontract for the maintenance and support of the existing Toll System, will be appointed as a Nominated Subcontractor by the Main Contractor of the Operations and maintenance of Toll plazas.

The terms "Contractor" and/or "Incumbent System Integrator" and/or "Nominated Subcontractor" are interchangeable and are used here within clauses PS 1.2.2, PS 1.2.4 and PS 1.2.3, from the perspective of the Plaza Operation and Maintenance Tender.

PS 1.2.2 Main Contractor

The Main Contractor shall primarily be contracted for all operations and maintenance related to the CTROM Operations contract (inclusive of the Toll System equipment maintained and supported by the Incumbent System Integrator).

The Main Contractor shall be responsible for the maintenance of all Employer's Assets, Facilities and Equipment, as well as the Contractor-provided Assets, Facilities and Equipment.

The Main Contractor shall ultimately be responsible for the management and control of the Incumbent System Integrator. The Main Contractor shall monitor, measure and report on the performance of the Incumbent System Integrator. The Main Contractor shall be cognisant of the risk allocated in Part C3.2.6 Performance Measurement.

The Main Contractor shall be responsible to provide and maintain a Help Desk and Equipment Record System and will utilise these systems to allocate, monitor and report on maintenance tasks and tickets assigned to the Incumbent System Integrator, and monitor and report the availability of spares.

For the avoidance of doubt, the following aspects will be maintained by the Main Contractor, and not by the Incumbent System Integrator:

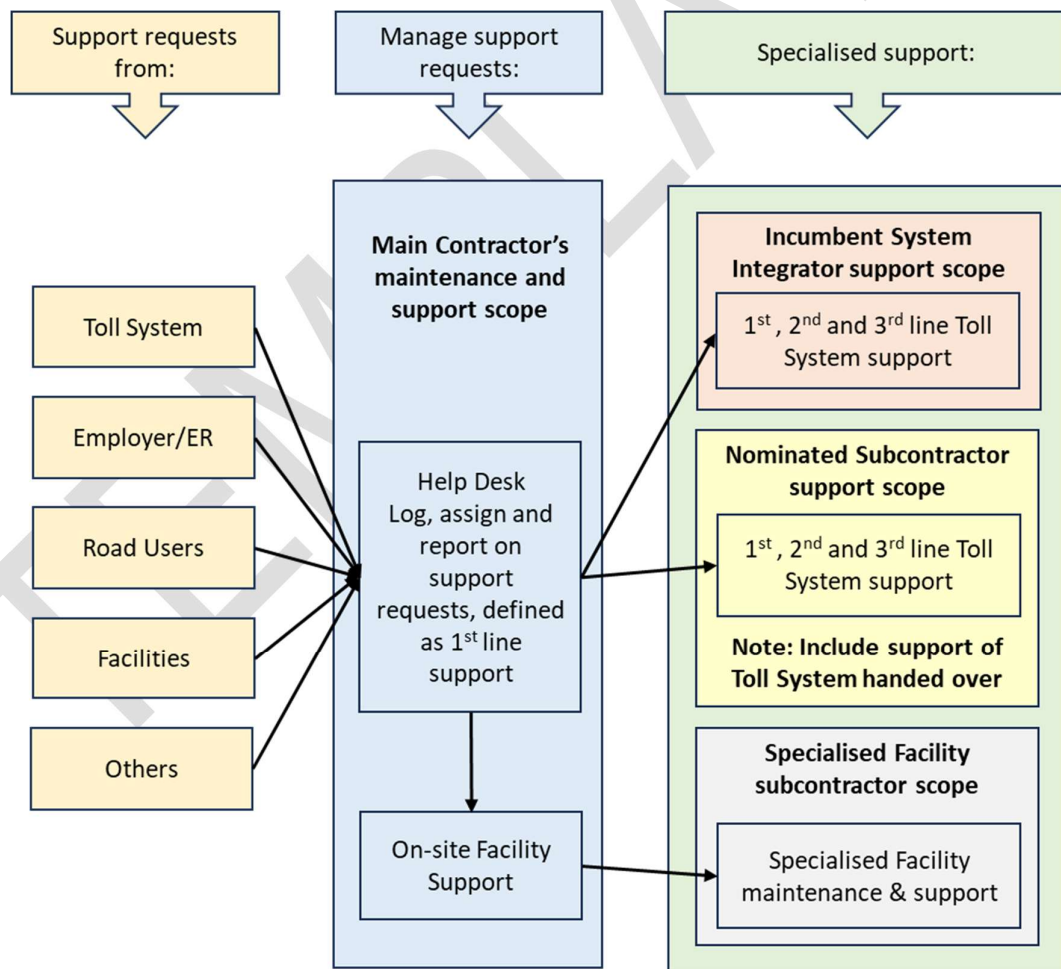
- Road signs in dedicated ETC or Shesha lanes (If Triggered)
- Electrical and Mechanical works in the toll plazas
- Air conditioners, ventilation systems, toll booths, toll booth fixtures, and the like

PS 1.2.3 Incumbent System Integrator

The Incumbent System Integrator shall primarily be responsible for the maintenance and support of the existing Toll System.

The Incumbent System Integrator shall provide the necessary personnel, spares, test or standby rig and tools to maintain the existing Toll System, inclusive of the required 1st, 2nd and 3rd line maintenance and support activities.

The Incumbent System Integrator will be responsible for Design Build Section 2 to conduct Emergency repairs and replacements (If triggered)



PART C3.2.5 PARTICULAR AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR OPERATIONS AND MAINTENANCE OF CTROM PROJECTS: ELECTRONIC TOLL COLLECTION (VOLUME 2 BOOK 5)

All the particular amendments to the Standard Specifications for Contract **Note to Compiler: Insert Incumbent Contract No** are incorporated within "Form D5 – Amendments to Standard Specifications" in Annexure B to this Agreement under the Microsoft Office Excel spreadsheet named "Form D5" with "tab" "Volume 2 Book 5".

The "reference date" (Column C) in the Amendments to Standard Specifications (Form D5) indicates the modification date to the Standard Specification. All dates not equal to October 2010 represent amendments to the Standard Specification.

Any further clarification/deviation or amendments to the Standard Specification are also to be provided under "Clarification/Deviation or Particular Amendments to the Standard Specification by Employer" (Column J) in the Amendments to the Standard Specifications (Form D5).

PART C3.2.6 PARTICULAR AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR OPERATIONS AND MAINTENANCE OF CTROM PROJECTS: PERFORMANCE MEASUREMENT (VOLUME 2 BOOK 6A)

All the particular amendments to the Standard Specifications for Contract **Note to Compiler: Insert Incumbent Contract No** are incorporated within "Form D5 – Amendments to Standard Specifications" in Annexure B to this Agreement under the Microsoft Office Excel spreadsheet named "Form D5" with "tab" "Volume 2 Book 6a".

The "reference date" (Column C) in the Amendments to Standard Specifications (Form D5) indicates the modification date to the Standard Specification. All dates not equal to October 2010 represent amendments to the Standard Specification.

Any further clarification/deviation or amendments to the Standard Specification are also to be provided under "Clarification/Deviation or Particular Amendments to the Standard Specification by Employer" (Column J) in the Amendments to the Standard Specifications (Form D5).

PART C3.2.7 PARTICULAR AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR OPERATIONS AND MAINTENANCE OF CTROM PROJECTS: PAYMENT METHODOLOGY AND DESCRIPTION OF PAYMENT ITEMS (VOLUME 2 BOOK 7A)

All the particular amendments to the Standard Specifications for Contract **Note to Compiler: Insert Incumbent Contract No** are incorporated within "Form D5 – Amendments to Standard Specifications" in Annexure B of this Agreement under the Microsoft Office Excel spreadsheet named "Form D5" with "tab" "Volume 2 Book 7a".

The "reference date" (Column C) in the Amendments to Standard Specifications (Form D5) indicates the modification date to the Standard Specification. All dates not equal to October 2010 represent amendments to the Standard Specification.

Any further clarification/deviation or amendments to the Standard Specification are also to be provided under "Clarification/Deviation or Particular Amendments to the Standard Specification by Employer" (Column J) in the Amendments to the Standard Specifications (Form D5).

PART C3.2.8 PARTICULAR AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR OPERATIONS AND MAINTENANCE OF CTROM PROJECTS: ETC INTEROPERABILITY – BUSINESS RULES (VOLUME 2 BOOK 8A)

All the particular amendments to the Standard Specifications for Contract **Note to Compiler: Insert Incumbent Contract No** are incorporated within “Form D5 – Amendments to Standard Specifications” in Annexure B to this Agreement under the Microsoft Office Excel spreadsheet named “Form D5” with “tab” “Volume 2 Book 8a”.

The “reference date” (Column C) in the Amendments to Standard Specifications (Form D5) indicates the modification date to the Standard Specification. All dates not equal to October 2010 represent amendments to the Standard Specification.

Any further clarification/deviation or amendments to the Standard Specification are also to be provided under “Clarification/Deviation or Particular Amendments to the Standard Specification by Employer” (Column J) in the Amendments to the Standard Specifications (Form D5).

ANNEXURE A – SCHEDULE OF PAYMENTS/COST MATRIX

TEMPLATE

**ANNEXURE B: FORM D5 – AMMENDMENTS TO STANDARD SPECIFICATION
FOR CONTRACT NRA N004-112-2014/1**

TEMPLATE

ANNEXURE C: AGREED MINIMUM SPARES LIST FOR CONTRACT NRA N004-112-2014/1

TEMPLATE