



**SOUTH AFRICAN NATIONAL
ROADS AGENCY SOC LIMITED**

GENERAL SPECIFICATIONS

FOR

SANRAL HO 1005/68110/2026/ProvSurvey/01

***FOR THE APPOINTMENT OF A SERVICE PROVIDER
FOR THE PROVISION OF SURVEY SERVICES FOR A
PERIOD OF FIVE (5) YEARS***

PREPARED AND ISSUED BY:

**CHIEF EXECUTIVE OFFICER
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED
PO BOX 415
PRETORIA
0001**

GENERAL SPECIFICATIONS FOR SURVEY

TABLE OF CONTENTS

G1000 GENERAL MATTERS	3
G1100	GENERAL REQUIREMENTS
4	
G111	SCOPE4
G112	GLOSSARY OF TERMS AND DEFINITIONS4
G113	PROGRAMME OF WORK6
G114	MEASUREMENT8
G115	RATES AND PAYMENT9
G116	PAYMENT AND CONTRACT PRICE ADJUSTMENT10
G117	CONTRACT PRICE ADJUSTMENT10
G118	OFFERS TO PERFORM DUTIES BY ALTERNATIVE METHODS12
G119	INFORMATION FURNISHED BY THE EMPLOYER12
G1110	SAFETY AND ACCIDENTS12
G1111	REMEDIAL WORK13
G1112	AUTHORISED MEASUREMENTS AND TOLERANCES13
G1113	MEETINGS13
G1114	LEGAL PROVISIONS13
G1115	WORKFLOW AND QUALITY MANAGEMENT15
G1116	FILE AND DOCUMENT MANAGEMENT18
G1117	RISKS AND RISK REGISTER18
G1118	REPORTING18
G1119	REPEATED WORK DUE TO CANCELLATIONS OR MODIFICATION19
G1120	PROJECT MANAGEMENT19
G1121	PROVISIONS IN RESPECT OF ITIS/SAP19
G1122	POLICIES AND PROCEDURES20
G1123	CONFIDENTIALITY AND ACCURACY OF INFORMATION21
G1124	FAIR COMPETITION21
G1125	VALUE AND EFFICIENCY OBJECTIVES21
G1126	INTEGRITY AND CODE OF ETHICAL CONDUCT21
G1127	GIFTS AND HOSPITALITY22
G1128	CORPORATE GOVERNANCE22
G1129	OCCUPATIONAL HEALTH AND SAFETY23
G1130	OWNERSHIP OF DRAWINGS AND OTHER DATA24
G1131	COPYRIGHT24
G1132	DATA OBTAINED FROM OTHER SOURCES24
G1133	PAYMENT OF OTHERS24
G1134	BBBEE RATING24
G1135	KEY PERSONNEL25
G1136	SECURITY OF ELECTRONIC DATA25
G1137	SECURITY OF LEGAL DOCUMENTS25
G1200	ESTABLISHMENT AND MANAGEMENT OBLIGATIONS
26	
G121	SCOPE27
G122	ESTABLISHMENT27
G123	TIME RELATED COSTS27
G124	MONTHLY MANAGEMENT27
G125	PAYMENT27
G1300	TRANSITIONAL ARRANGEMENTS
28	
G131	SCOPE29
G132	TAKING ON OF OPERATIONS29
G133	PREPARATION FOR HANDING OVER OF CONTRACT30
G134	PAYMENT31
G1400	HANDLING OF DOCUMENTATION
32	
G141	SCOPE33
G142	GENERAL33
G143	DOCUMENTATION AND FILING33
G144	REQUIREMENTS FOR PAPER DOCUMENTATION34
G145	CORRESPONDENCE REGISTERS34
G146	PAYMENT35

G1500		REIMBURSABLE COSTS	
	35		
G151	SCOPE		36
G152	ACCOMMODATION AND SUBSISTENCE		36
G153	TRAVELLING BY AIR		36
G154	TRAVELLING ON LAND		36
G155	THE ACQUISITION OF MATERIALS AND DOCUMENTS		37
G156	FORMAL CHARGES INCURRED ON BEHALF OF THE EMPLOYER		37
G157	INSPECTION AND SCRUTINY COSTS		37
G158	COURIER SERVICE/DELIVERY COSTS		37
G159	OTHER COSTS INCURRED ON BEHALF OF THE EMPLOYER		37
G1510	PRINTING AND DUPLICATION		38
G1511	PAYMENT		38
G1512	Reimbursing of legislated meetings and or community meetings		40
G2000	SUB-CONTRACTS AND SPECIAL SERVICES		41
G2100		SUBCONTRACTING	
REQUIREMENTS			41
G211	SCOPE		42
G212	GENERAL		42
G213	DOMESTIC SUBCONTRACTORS		43
G214	NOMINATED CONTRACTORS		43
G215	SELECTED SUBCONTRACTORS		44
G216	PRO-FORMA DOCUMENTS		46
G217	CONTRACT PARTICIPATION		46
G218	PAYMENT OF SUBCONTRACTED PARTIES		47
G219	EMERGENCY PROCUREMENT OF NOMINATED OR SELECTED SUBCONTRACTORS		47
G2110	PAYMENT		48
G2200		SPECIAL ASSIGNMENTS, INVESTIGATIONS AND UNSPECIFIED	
SERVICES			49
G221	SCOPE		50
G222	DESCRIPTION		50
G223	PAYMENT		50
G2300		MAINTENANCE AND UPDATING OF GUIDELINES AND	
STANDARDS			51
G231	SCOPE		52
G232	MAINTENANCE AND UPDATING OF TECHNICAL METHODS FOR HIGHWAYS		52
G233	MAINTENANCE OF GUIDELINES TO FORMALISE THE EMPLOYER'S JURISDICTION ON NATIONAL ROADS		52
G234	MAINTENANCE AND UPDATING OF LAND ACQUISITION GUIDELINE MANUAL		53
G235	MAINTENANCE AND UPDATING OF ITIS/SAP PROCEDURE MANUAL		53
G237	MEASUREMENT AND PAYMENT		53
G2400		TRAINING AND JOB	
CREATION			55
G241	SCOPE		55
G242	TRAINING AND PROFESSIONAL GROWTH		55
G243	RECORDING AND SUBMITTING EMPLOYMENT DATA		55
G244	PAYMENT		56
G3000	BUSINESS MANAGEMENT REQUIREMENTS		58
G3100		BUDGETING AND FINANCIAL	
CONTROL			58
G311	SCOPE		59
G312	ACCOUNTING		59
G313	STRATEGIC AND BUSINESS PLANNING		60
G314	SECRETARIAL SERVICES		61
G315	APPOINTMENT OF AUDITORS		61
G316	JOB INSTRUCTIONS		61
G317	PAYMENT		62
G3200		PENALTIES AND	
DEDUCTIONS			63
G321	SCOPE		64
G322	GENERAL		64
G323	PENALTY POINTS FOR INCOMPLIANCE		64

G324	PERFORMANCE POINTS	64
G325	SUM OF POINTS	65
G326	PENALTIES FOR FAILURE TO SUBCONTRACT.....	66
G327	PAYMENT	66
G3300MONTHLY REPORTING	
REQUIREMENTS	66
G331	SCOPE	67
G332	REPORTING REQUIREMENTS	67
G334	MINUTES OF PREVIOUS MEETING	67
G335	PROGRESS WITH LAND IDENTIFICATION.....	68
G336	PROGRESS WITH LAND ACQUISITION	69
G337	PROGRESS WITH SURVEYING.....	71
G338	VALUATIONS.....	72
G339	GENERAL PROPERTY MANAGEMENT.....	72
G3310	LEGAL ISSUES.....	72
G3311	LAND CLAIMS AFFECTING ACQUISITIONS	72
G3312	ISSUES REQUIRING THE REACTION OF THE EMPLOYER.....	72
G3313	SUBCONTRACTING REPORT	73
G3314	REPORT ON CONTRACT PARTICIPATION.....	73
G3315	TRAINING AND INTERNSHIPS REPORT.....	73
G3316	EMPLOYMENT REPORT	73
G3317	BBBEE CONTRIBUTION	74
G3318	PAYMENT	74
G3400INFORMATION AVAILABLE TO THE SERVICE	
PROVIDER	74
G341	SCOPE.....	75
G342	GENERAL	75
G4001	SECURITY.....	76

G1000 GENERAL MATTERS

G1100 GENERAL REQUIREMENTS

G111 SCOPE

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

G112 GLOSSARY OF TERMS AND DEFINITIONS

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

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

ITIS/SAP CADASTRAL DATA shall mean the spatial data obtained by the Employer from a third-party vendor, contained in ITIS/SAP and made available to the Service Provider through the ITIS/SAP interface, covering an area of 5 kilometres on either side of national road centrelines in rural areas, and 500 metres on either side of road centrelines in urban areas. This data is derived from Deeds Office data.

INTEGRATED TRANSPORT INFORMATION SYSTEM (or "ITIS" system) shall mean the Employer's web enabled graphical user interface that connects to an Oracle database warehouse. ITIS consists of many modules, amongst which is the Land module, which is used to store and manage all land related data to enable the functions required under this contract to be carried out.

INVESTMENT PROPERTY is property owned by the Employer under title, expropriation, designation or vesting, located outside of the declared national road reserve and which satisfies criteria relating to size, value, secondary roads and lease agreements as set out in the Valuation Specifications.

LAND ACQUISITION COORDINATION PROGRAMME (or “LAC Programme”) shall mean the programme with its dates and deadlines as monthly agreed to between the Employer and the Service Provider which is used to coordinate the flow of work for land identification and land acquisition, between the functions of land surveying, property management and valuation.

LAND REGISTER shall mean the list of all land parcels over which the Employer may or may not have real rights and which may or may not be spatially referenced. The Service Provider shall note that the Employer employs a single database, with all land parcels incorporated into the Land Register. The user interface of this database is known as “ITIS/SAP”. Depending on the status codes of each parcel of land in ITIS/SAP, reports containing subsets of the Land Register may be used to create any one of the following;

- a “Property Register”, sometimes incorrectly referred to as an “Asset Register” which are those properties over which the Employer has a confirmed real right, and which must be valued at prescribed intervals,
- a) an “Investment Property Register, or list” which is a subset of the Property Register satisfying certain criteria of size, value or leasing as defined in the Valuing Specifications.

PROPERTY REGISTER shall mean the list of properties included within the LAND REGISTER, over which the Employer is confirmed to have a real right, any portion thereof, any surveyed but unregistered property over which the Employer has a real right or any other real right, but excluding Unalienated State Land, Tribal Land. Properties in the Land Register are identified as being part of the PROPERTY REGISTER by the appropriate code in the provided field in ITIS.

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

PROVISIONAL SUM, for the purposes of this contract, shall mean the amount included by the Employer in the Schedule of Quantities, which is under the sole control of the Employer and which shall be used in whole or in part in accordance with the Employer’s instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts for the goods, supplies or services to which the Provisional Sum relates, as the Employer shall have instructed. Payment to the Service Provider shall include the actual amounts paid (or due to be paid) by the Service Provider, and where applicable, a sum for overheads and profit, calculated as a percentage rate (if any), stated in the applicable Schedule. If no such sum for overheads and profit is provided for, the Service

Provider shall not be entitled to such sum for overheads and profit. The Employer shall be entitled to increase or decrease any provisional sum provided as may be deemed fit.

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

See also “Contract Instruction”.

SUBCONTRACTORS shall mean those parties engaged by the Service Provider to perform duties covered under the Specifications (supplemented by appropriate special conditions and project specifications) for surveying, valuations and aspects of property management not covered by Third-party Subcontracts.

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

SURPLUS LAND/PROPERTY shall mean that land/property lying outside of the road reserve which is currently not being used for road building purposes and which is currently surplus to SANRAL requirements. Surplus land may be placed on a programme to be disposed of, be leased or may later be required for road widenings, borrow pits or other infrastructure. SURPLUS LAND/PROPERTY may be further classified as INVESTMENT PROPERTY, non-investment property and so on, depending on the attributes that define it.

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

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

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

G113 PROGRAMME OF WORK

G113(a) GENERAL REQUIREMENTS

The Service Provider shall base its initial programme of work on the last Land Acquisition (LAC) programme prepared by the previous Service Provider. Hereafter, the Service Provider shall provide further LAC programmes to accommodate the requirements of the Employer.

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

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

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

G113(b) ADHERENCE TO THE LAND ACQUISITION (LAC) PROGRAMME

The Service Provider shall be obliged to complete the work in terms of the deadlines and dates as specified in the LAC Programme agreed to between the Service Provider and the Employer during land acquisition meetings, and as the Service Provider may be instructed by the Employer from time to time. It is required of the Service Provider to complete the land acquisitions for any road project before the due tender date for the project. The Service Provider shall be allowed a period of six months between the due tender date, and the day that the due tender date is set by the Employer on the LAC programme. However, the Employer may allow on request from the Service Provider a period of up to 9 months, excluding acquisitions subject to Expropriation. The Service Provider will be responsible to ensure that the LAC programme adheres to the Employer's Annual Procurement Plan (APP) available on National Treasury's website quarterly updated.

If the Service Provider can prove any prima facie delay in the furnishing of any data, information, documentation and/or assistance by the Employer and/or the Employer's other Service Providers, with the exception of any delays due to the unavailability of ITIS/SAP, the Employer shall consider extending the dates set out in the LAC Programme.

In the event that the owner of a right or property refuses to co-operate, negotiate or sign an

agreement, and any legal process becomes necessary that may cause a delay in concluding the process, the Employer shall consider extending the dates of the LAC Programme with a reasonable number of days due to the delay, including an allowance for the Minister of Transport to expropriate the relevant property.

In the event that the Service Provider is delayed in meeting deadlines due to circumstances entirely outside of its control, the Employer shall consider extending the deadline dates of the LAC Programme.

In the event that the Service Provider is delayed in meeting any deadline, due to anything that would reasonably be within the control of the Service Provider, the Service Provider may, on submission of a substantiated request for such extension at least 2 (two) weeks prior to the dates as specified in the LAC Programme, request the Employer to extend the dates and the Employer may at its own discretion grant or refuse such extension of time for completion of the work, provided that no extension of time granted shall change the date of termination and that no additional payment shall be due to the Service Provider.

G113(c) PROGRAMME OF WORK CONSIDERING CHANGING PRIORITIES

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

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

G114 MEASUREMENT

G114(a) UNITS OF MEASUREMENT

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

G114(b) SCHEDULE OF QUANTITIES

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

amount, unless the Employer has obtained the requisite approval to exceed the contract amount.
award total

G115 RATES AND PAYMENT

G115(a) CONTRACT RATES

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

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

G115(b) RATES TO BE INCLUSIVE

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

The Service Provider shall note that all costs of any nature required to enable it to carry out the services required under this contract that are not measured and paid for under the payment items are to be included in the rates tendered and shall not be paid for separately.

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

G115(c) THE MEANINGS OF CERTAIN PHRASES IN PAYMENT CLAUSES

G115(c)(i) PAY ITEMS

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

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

G115(c)(ii) RATE-ONLY ITEMS

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

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

G116 PAYMENT AND CONTRACT PRICE ADJUSTMENT

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

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

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

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

G117 CONTRACT PRICE ADJUSTMENT

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

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

The symbols have the following meanings:

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

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

G117(a) ASSESSMENT OF AMOUNT SUBJECT TO ADJUSTMENT

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

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

In which formula the symbols have the following meanings:

- a) “T” is the sum of the total value of all work, including preliminary and general items and all work done, as certified in the Payment Certificate under consideration, without any deduction whatsoever and before any adjustment made in terms of the Schedule.
- b) “S” is the sum of (i), (ii), and (iii) below, (these amounts are also included in “T”)
 - i) the amounts actually expended and substituted for any Prime Cost sums,
 - ii) the value of any work done against Provisional Sums,
 - iii) the value of any extra or additional work done under a Work Authorisation, where special arrangements for price adjustments in respect of those amounts are made and recorded at the time that the work was ordered.
- c) “W” is the amount (also included in “T”) that is claimed for any “Day work” executed at Cost, plus percentage allowances, if any, allowed for in the Specifications.
- d) “Ap” is the sum of all “Ac” amounts previously paid in respect of all Payment Certificates preceding the Payment Certificate under consideration.

G117(b) ASSESSMENT OF INDICES IF PAYMENT CERTIFICATES ARE NOT SUBMITTED MONTHLY

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

G118 OFFERS TO PERFORM DUTIES BY ALTERNATIVE METHODS

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

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

Should it appear later during the execution of the services that the alternative offer does not

conform to the specified requirements, the Service Provider, only, shall be liable for any damage arising therefrom and he shall, at his own expense, perform all the necessary services and actions to ensure that the work conforms to all the specified requirements, all at the tendered rates.

G119 INFORMATION FURNISHED BY THE EMPLOYER

The Employer will not accept any liability for the correctness or otherwise of information or data furnished, or for any resulting damage, whether direct or consequential, should it appear, during the course of the contract, that the information or data supplied is either incorrect or not representative.

Any reliance placed by the Service Provider on this information or data shall be at his own risk.

G1110 SAFETY AND ACCIDENTS

The safety of the road user is of paramount importance, and the Service Provider shall maintain accurate and complete records, supported by photographs taken by cell phone or any other means of all traffic accommodation measures undertaken at each site where work is undertaken, including the date, times, signage employed, flagmen used, vehicles standing on the roads or road verges, flashing lights, road signs and road traffic markings. All photographs must be taken with location, and time stamping enabled.

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

G1111 REMEDIAL WORK

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

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

G1112 AUTHORISED MEASUREMENTS AND TOLERANCES

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

Any data which entails the allowing of tolerances in terms of legal provisions or industry norms, must comply with the allowable tolerances, failing which, the data shall be rejected.

This includes compliance to the TMH 11: Standard Survey Methods, TMH18: Road Asset Data Electronic Exchange Formats and TMH22: Road Asset Management Manual where applicable.

G1113 MEETINGS

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

G1114 LEGAL PROVISIONS

The Service Provider shall keep himself fully conversant with the latest enactments, provisions and regulations of all legislative and statutory bodies, and, in all respects and at all times shall comply with such enactments, provisions and regulations in regard to executing the contract.

The attention of Service Provider is specifically drawn to the following legislation, which is by no means to be considered to be complete;

- a) The South African National Roads Agency Limited and National Roads Act 7 of 1998,
- b) Preferential Procurement Policy Framework Act 5 of 2000,
- c) Broad Based Black Economic Empowerment Act 53 of 2003,
- d) Occupational Safety and Health Act 1993 (Act 85 of 1993),
- e) Public Finance Management Act 1 of 1999 (as amended by Act 29 of 1999),
- f) Employment Equity Act 55 of 1998,
- g) Promotion of Access to Information Act 2 of 2000,
- h) Promotion of Administrative Justice Act 3 of 2000,
- i) The Protection of Personal Information Act 4 of 2013,
- j) Deeds Registry Act 1937 (Act 47 of 1937),
- k) Land Survey 1997 (Act 8 of 1997),
- l) Alienation of Land Act 1981 (Act 68 of 1981),
- m) Geomatics Profession Act 2013 (Act 19 of 2013),
- n) Estate Agency Affairs Act 1976 (Act 112 of 1976),
- o) Expropriation Act 1975 (Act 63 of 1975),
- p) Expropriation Act, 2024 (Act No. 13 of 2024) as and when the Act becomes effective
- q) Extension of Security of Tenure Act 1997 (Act 62 of 1997),
- r) Interim Protection of Informal Rights Act 1996 (Act 31 of 1996),
- s) Land Titles Adjustment Act 1993 (Act 111 of 1993),
- t) Maritime Zone Act 1994 (Act 15 of 1994),
- u) Mineral and Petroleum Resources Development Act 2002 (Act 28 of 2002),
- v) Mining Titles Registration Amendment Act 2004,
- w) National Environmental Management Act 1998 (Act 107 of 1998),
- x) National Heritage Resources Act 1999 (Act 25 of 1999),
- y) National Water Act 1998 (Act 36 of 1998),

- z) The South African Geographical Names Council Act 1998 (Act 118 of 1998),
- aa) Sectional Titles Act 1986 (Act 95 of 1986),
- bb) Sectional Titles Schemes Amendment Act 2011 (Act 8 of 2011),
- cc) Spatial Data Infrastructure Act 2003 (Act 54 of 2003),
- dd) Spatial Planning and Land Use Management Act 2013 (Act 16 of 2013),
- ee) State Land Disposal Act 1961 (Act 48 of 1961),
- ff) Subdivision of Agricultural Land Act 1970 (Act 70 of 1970),
- gg) The Amended Property Sector Code, published in the Government Gazette, No. 40910 of 9 June 2017.

The onus rests with the Service Provider to comply with work programmes and produce work which conforms to all the quality and accuracy requirements contained in the Specifications, the Scope of Work and with the best practises adopted by the various professions and disciplines of skills represented in the Service Provider.

The Service Provider shall remain fully responsible for any defective data provided to the Employer and shall not rely on the accuracy of the data provided by the Employer in the ITIS/SAP/EDMS system, and shall always update the data that is in ITIS/SAP/EDMS that is found to be inaccurate.

The quality of all aspects of the service provision must be checked regularly to ensure its compliance with the specified requirements.

Wherever practical or required to do so, staff shall be equipped with computer software, manuals or procedures in order to provide a ready reference to them in the case of problems arising which require resolution.

Staff shall at all times be properly trained and equipped to carry out the services specified and meet the requirements of timeliness and high quality.

The Service Provider shall therefore establish a workflow and quality management (WFQMS) system and provide experienced staff, together with all necessary transport, instruments and equipment, to ensure adequate supervision and effective control of the services at all times.

The intensity of control and of checks to be conducted by the Service Provider using its workflow and WFQMS in terms of these obligations are not necessarily specified and paid for, but shall be adequate to ensure that proper control over timeliness and quality is exercised by the Service Provider. The Employer shall, at all times, be entitled to be shown evidence by the Service Provider, that these checks are in place, and that they are conducted and serve to ensure the timeliness and quality of services rendered. Where documentation is required to be provided by the Service Provider to prove that timeliness and quality management has been performed, it shall be provided to the Employer within 10 working days.

Work undertaken by subcontractors that generates data that must be entered into ITIS/SAP/EDMS must be fully processed through the WFQMS before being entered into ITIS/SAP/EDMS.

Where no remuneration for checks and controls are indicated, it shall not relieve the Service Provider of maintaining proper timeliness and quality management.

Should the Service Provider choose to manage data quality and timeliness outside of the ITIS/SAP/EDMS system and with the prior approval of the Employer, later transfer the data into ITIS/SAP/EDMS, the Service Provider shall, at its own cost, and subject to the requirements and approval of the Employer, develop the interface and transfer system enabling the transfer of data to take place. If such a system is approved, these transfers shall take place nightly.

The Service Provider must demonstrate to SANRAL at any time so required, that the hardware

and networking systems of the Service Provider's WFQMS meet the very highest of IT standards applicable.

The WFQMS employed by the Service Provider shall incorporate, at least, the following;

G1115(a) WORKFLOW MANAGEMENT

The WFQMS must manage the many individual steps included in the processes that comprise the work to be done in terms of the Contract, and take into account and integrate all steps, whether sequential or parallel to each other that must be followed to achieve the results that culminate in the payment of the Service Provider.

The workflow management system must ensure that the potential for non-adherence to any programme or deadline is managed and prevented. It must also ensure that remedial actions are triggered should any step in a process not be achieved on time, or is unlikely to be achieved in time.

The WFQMS must;

- a) Ensure the accuracy of linking spatial and attribute tables,
- b) Manage and record attributes,
- c) Manage land identification and acquisition including the sourcing of data, surveying, valuation, negotiating with landowners, following the processes of expropriations if negotiations should fail, transferring of land to SANRAL and arranging compensation of the owner(s) of the land acquired. The workflows must also cater for the acquisition of tribal land, as this is a very different process to privately or government owned land.
- d) Reflect the integration of the respective workflows of the various divisions of the Service Provider in the process of delivering services to the Employer,
- e) Be capable of producing the reports required,

G1115(b) DATA ACCURACY AND TRANSFER

The WFQMS employed by the Service Provider must ensure that the data entered into the ITIS/SAP/EDMS system of the Employer complies with the Specifications, or, if not addressed in these Specifications, complies with the norms and standards regulated by legislation or by the entities that govern the professions concerned.

The Service Provider must therefore perform quality management on data before it is entered into ITIS/SAP/EDMS. If the Service Provider, with the prior approval of the Employer, wishes to electronically transfer the data to ITIS/SAP/EDMS and not enter the data directly, the method of performing this data transfer shall be developed at the Service Provider's own cost and must be developed according to the requirements of the Employer.

The Employer may require the assistance of the Service Provider to develop quality management systems in ITIS/SAP/EDMS. In such cases, the Service Provider shall be remunerated under a Special Assignment.

G1116 FILE AND DOCUMENT MANAGEMENT

The numbering and naming of paper-based files must be done in strict accordance with the requirements of National Archives and Records Service, and the filing system adopted by SANRAL.

The safeguarding, location and use of the files is the responsible of the Service Provider, who shall be held fully responsible for providing a dry, insect and vermin-free, dust and dirt free indoor environment for their storage.

As specified in G1400, the Service Provider is obliged to employ a computer based file management system that records where files are and who is working with them. The system must provide for the bar coding of files and must be compatible with the offsite file storage system employed by SANRAL's current offsite storage Service Provider. The WFQMS employed must complement the file management system.

Should the Employer identify any inadequacy of performance by the Service Provider, or identify any part of the work that is being performed inaccurately or is flawed or unacceptable in any way, the Employer shall advise the Service Provider of such fact. The Service Provider shall be afforded a reasonable opportunity to overcome the problem and shall, where required by the Employer, at its own cost, institute a documented process, procedure, quality check, manual or guideline or other programme, or shall suitably adapt its quality management system in order to remedy and prevent further such problems.

G1117 RISKS AND RISK REGISTER

The Service Provider shall, at its own cost, adequately insure against any risks arising out of the provision of the services, including, but not limited to public liability insurance, professional indemnity insurance and insurances which cover its own risks.

The attention of the Service Provider is specifically drawn to the risks of using data generated and supplied by third parties, whether they be private or government institutions and be aware that the Employer shall not be held liable by the Service Provider for any costs or losses suffered by the Service Provider in relation thereto.

The Service Provider shall, at its own cost, maintain a risk register, complete with the rating of the likelihood of each untoward event occurring, a weighting estimating the impact of such an event occurring, the financial risk involved and a total risk index (being the product of the two weightings and the financial implication) followed by a description of the mitigating measures to be implemented to avoid the occurrence of the events. The Employer shall provide the Service Provider with a proforma to be used in the preparation of the risk register.

G1118 REPORTING

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

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

The Service Provider shall cooperate with the Employer to identify and/or create new data fields in either the Service Provider's computer system, or that of the Employer to produce reports of a specialised nature, the cost of which shall be included in other rates. Where reports are developed within the Service Provider's computer system, the full cost shall be for the Service Provider's account.

G1119 REPEATED WORK DUE TO CANCELLATIONS OR MODIFICATION

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

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

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

G1120 PROJECT MANAGEMENT

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

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

G1121 PROVISIONS IN RESPECT OF ITIS/SAP

It is required of the Service Provider to use ITIS/SAP/EDMS to enter all data pertaining to any land survey, the management of all property and the entry of all valuation work, as further described in the Specifications relating to each of the disciplines of work. The Service Provider shall enter into ITIS/SAP /EDMS any data generated by its subcontractors.

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

The Service Provider shall, therefore, ensure that its Quality Management System is capable of ensuring that all data is validated and verified before the entry of the data into the ITIS/SAP/EDMS system.

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

ITIS/SAP/EDMS is continually being developed and improved and new features added to it. The Service Provider shall be required to meet periodically with the Employer to discuss ITIS/SAP/EDMS related matters.

It must be noted that individual users will be required to registered as such on the ITIS/SAP/EDMS system and will need to provide identification documentation while doing so. No person will be allowed to use the system unless logging in using his/her own name and log in details as well as any VPN prescribed by the Employer..

If any problems are encountered in the use of ITIS/SAP/EDMS by any user, the individual user must report the problems to itisissues@sanral.co.za or Support@sanral.co.za as the case may be, for each and every day that the problem is encountered. This will allow SANRAL's software developers to determine the extent of any problems, the severity, and the frequency of the problems so that resources can be applied according to the urgency of problems.

G1122 POLICIES AND PROCEDURES

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

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

Any manual or procedure drafted and implemented by the Service Provider upon the written instruction of and paid for by the Employer shall become the property of the Employer, and shall, if so instructed by the Employer, become supplementary Specifications. Payment for such manuals and procedures drafted upon the instruction of Employer shall be made in terms

of Section G2200 of these Specifications. Any document, or modified document produced in this regard shall be submitted to the Employer for approval, who shall be entitled to use the documentation without any restriction and as it pleases in its sole discretion.

G1123 CONFIDENTIALITY AND ACCURACY OF INFORMATION

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

G1124 FAIR COMPETITION

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

G1125 VALUE AND EFFICIENCY OBJECTIVES

When purchasing property, or when obtaining services and other goods, a course of obtaining optimum value and efficiency to the best advantage of the Employer shall be pursued, and all Government policies and legislation adhered to.

The Service Provider shall, at all times, be familiar with and comply with the Treasury Regulations, the SCM policy of the Employer and legislation that governs procurement and the disposal of assets.

G1126 INTEGRITY AND CODE OF ETHICAL CONDUCT

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

- a) ensuring that value for money is obtained by promoting fair, open and accessible competition when procuring or renewing contracts and by ensuring continuous and effective contract management,
- b) accepting responsibility, being fully accountable, maintaining comprehensive documentation and making use of justifiable evaluation criteria,
- c) maintaining confidentiality and respecting the rights of suppliers or potential suppliers in relation to their intellectual property, and keeping confidential any commercially sensitive or proprietary information,
- d) ensuring that every process is transparent, free from bias or the perception of bias, and

that the benefits of all information, assistance and concessions apply to, or are equally available to all tenderers,

- e) ensuring that there is no actual or perceived conflict of interest in any tendering process by including full and frank disclosure of any past, present or proposed future relationships, connections, or interests in tenderers,
- f) fostering a high standard of professional competence,
- g) managing the risks of unethical contract management behaviour by staff, by instituting appropriate protocols, implementing effective supervision and taking remedial action where necessary,
- h) creating an ethical culture of contract management, reinforced by effective monitoring and performance management tools,
- i) ensuring ethical and lawful behaviour by both private sector and public sector suppliers by communicating required standards and closely monitoring compliance,
- j) establishing mutual trust and respect for people and property,
- k) acting in a way that does not compromise the standing of the Employer,
- l) optimising the use of resources at the Service Provider's disposal so as to provide the maximum benefit to the Employer and to create a client directed quality service,
- m) complying with the laws of the Country,
- n) honouring contractual obligations,
- o) repudiating and avoiding all business practices which are improper and which are in discord with accepted moral principles.

G1127 GIFTS AND HOSPITALITY

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

G1128 CORPORATE GOVERNANCE

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

- a) Preserve the highest standards of honesty, integrity, impartiality and objectivity,

- b) Be fair, efficient and courteous in all dealings with people,
- c) Achieve the highest professional standards all times,
- d) During any process of procurement, provide clear specifications of requirements that encourage innovation and keen pricing, and strive for the highest professional standards in the management of contracts,
- e) Pay promptly for work done in accordance with these specifications,
- f) Respond promptly, courteously and efficiently to suggestions, enquiries and complaints of the public and the Employer,
- g) Conform with the latest “King” codes pertaining to Corporate Governance.
- h) Conform to all legislation governing Supply Chain Management when dealing with funds that are used to procure goods and services on behalf of SANRAL.
- i) Comply with all legislation governing the various professional services rendered in terms of the contract.

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

G1129 OCCUPATIONAL HEALTH AND SAFETY

The Service Provider shall conform in all respects with the OHS Act, its Regulations and incorporated Standards. The Service Provider shall provide all necessary training, appoint the appropriate personnel with the applicable qualifications as required by the OHS Act, develop and maintain an OHS management system and report monthly to the Employer concerning Occupational Health and Safety matters.

The Service Provider, as the Employer of Subcontractors and Third Parties, must in turn ensure that they are compliant through, but not limited to, training, assistance with the initial setup of their OHS management system and maintenance of OHS documentation, ad hoc inspections and audits.

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

The Service Provider and or Sub-contractor employees must at all times be visible to road users. High visibility reflective vests must be worn at all times, and this will be the minimum personal

protective equipment (PPE) to use.

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

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

G1130 OWNERSHIP OF DRAWINGS AND OTHER DATA

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

G1131 COPYRIGHT

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

G1132 DATA OBTAINED FROM OTHER SOURCES

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

G1133 PAYMENT OF OTHERS

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

G1134 BBBEE RATING

The Service Provider shall annually have its BBBEE Rating updated by an Accredited Verification Agency or Verification Agency that is in possession of a valid pre-assessment letter from the South African National Accreditation System as currently set out in terms of

Government Notice 810 of 31 July 2009, or as any further legislation may dictate in future. The rating of the Service Provider may not be lower during the contract period than that obtained at the commencement of the contract, unless such a change is the result of new regulations being imposed by the Government to calculate these ratings, failing which the Service Provider shall submit a plan to the Employer for approval indicating how it intends to bring itself back to the same rating, or a higher rating than at tender stage.

G1135 KEY PERSONNEL

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

Should the Service Provider wish to restructure its business, or should any of the key personnel no longer be available for any reason, the Service Provider shall bring the matter to the attention of the Employer with a proposal as to how to overcome the future absence of the key person(s), or how it wishes to restructure its business for the consideration of the Employer.

The Service Provider shall be liable to a penalty, as described in Section G3200 of these General Specifications, if any of the key personnel mentioned in the Returnable Schedules at the time of tender is not available on a full time basis for a period of longer than two months during the course of the contract without the approval of the Employer, which approval shall not be unreasonably withheld.

G1136 SECURITY OF ELECTRONIC DATA

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

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

G1137 SECURITY OF LEGAL DOCUMENTS

The Service Provider shall keep all paper-based records belonging to the Employer in conditions protected against fire, theft, insect, vermin and water damage.

Any document that may be regarded as a security or proof of a right shall be kept in a fire and thief proof safe to which access is restricted to only those persons having proper authority to examine or withdraw the records from the facility.

There must always be an electronic record of all legal documents on the computer system of the Employer.

G1200 ESTABLISHMENT AND MANAGEMENT OBLIGATIONS

G121 SCOPE

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

G122 ESTABLISHMENT

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

G123 TIME RELATED COSTS

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

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

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

G124 MONTHLY MANAGEMENT

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

G125 PAYMENT

Establishment for property acquisition services

Item		Unit
G12.1	Establishment for property services provision	Not to be used
G12.2	Time related obligations	Month
G12.3	Monthly acquisition management	Not to be used
G12.4	Monthly valuation management	Not to be used
G12.5	Monthly surveying management	Month

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

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

The Service Provider shall be paid a monthly management fee at the tendered rate for managing acquisitions, valuations and surveys.

The sum of all items under this section over the full period of the contract may not exceed 20% of the total tender amount, VAT excluded (See form C1).

G1300 TRANSITIONAL ARRANGEMENTS

NOT TO BE USED SUBJECT TO AVAILABLE BOQ ITEMS

G131 SCOPE

This section covers the duties of the Service Provider with respect to taking on the work and operations immediately after the commencement date, and the scaling down of its operations in the last three months prior to the termination date.

G132 TAKING ON OF OPERATIONS

The Service Provider must note that the commencement of its contract will precede the termination of the contract of the previous Service Provider.

The previous Service Provider may be required to complete any work started by it prior to the termination of its contract and which cannot logically be handed over to a new Service Provider in mid-process. Consequently, the Service Provider will not be required to take on cases which are in progress unless it is advantageous for the Employer to make such an arrangement.

To facilitate a smooth handing over process, this contract provides for the new Service Provider to employ the previous Service Provider while applying the same terms and conditions as the previous Service Provider's contract with the Employer, including its priced schedule of quantities. The cost of paying the previous Service Provider shall be included in the Service Provider's accounts, using the payment items provided. Payment of the previous Service Provider shall be made within 30 days of their invoice, and the Service Provider must plan its own schedule of submitting invoices to the Employer accordingly. It is envisaged that this period shall not exceed three months.

Within 10 working days of the commencement of the contract, a "change management committee" must be established with the Employer and the previous and new Service Providers as members. This committee must meet as often as mutually agreed between the parties to remain fully up to date with the process of handing over the work, and to ensure that any difficulties are addressed in time and with the least disruption and conflict.

The Service Provider shall consider the LAC programme existing at the time, and in liaison with the previous Service Provider and within 14 calendar days of establishing the change management committee, prepare a change management plan indicating how it will commence its operations, using the LAC programme as a basis. The programme must show what resources will be applied to take on new work and indicate which work will be completed by the previous Service Provider. The Service Provider shall further indicate any meetings, training periods, or other thing required to be undertaken to ensure a smooth transfer of duties to the Service Provider.

When planning the taking on of operations, the Service Provider must consider that files exist in both the Employer-contracted mass storage facilities, as well as in the offices of the previous Service Provider. Many, but not all files stored at mass file storage have been closed, whilst the files kept in the offices of the previous Service Provider are for the most part, works in progress, or have been retrieved from storage for the purposes of acquiring information.

Access to files stored in mass file storage is only available upon the approval of the responsible

person designated by the Employer.

Access to and control over all files not being worked on by the previous Service Provider and which are not stored in mass file storage shall be taken over by the Service Provider during the initial period of the contract in accordance with the programme agreed to with the previous Service Provider and the Employer.

An estimate of the number of files administered by the previous Service Provider is as follows;

a)	Files in Off-site storage in mass file storage –	35 352
b)	Files in Centurion –	10 374
c)	Files in Westville –	<u>41 807</u>
d)	Total number of Case Files –	87 713

To facilitate the handing over of files, the Service Provider shall, within 5 working days after the commencement date, arrange meetings with the previous Service Provider to plan the resources and time that it will take to transfer the files to the new Service Provider and commence working with them.

The Service Provider shall, with the assistance of the Employer and whenever deemed by the Employer to be required, perform the training of staff in respect of all aspects of its duties, including, but not limited to the use of and adherence to the filing system, the input of data into ITIS/SAP/EDMS, the various surveying, property management and valuation operations to be performed, and shall familiarise itself with the Land Acquisition (LAC) Programme, shall prepare and implement its quality management programme and do all things necessary to acquaint itself with the duties to be performed under the contract and commence operations so that, upon the termination of the services of the previous Service Provider, the new Service Provider is able to fully perform all duties required of it.

G133 PREPARATION FOR HANDING OVER OF CONTRACT

During the last three months of the contract, the Service Provider shall progressively scale down its operations in preparation for a full hand-over of its duties and responsibilities to a new Service Provider.

Although it is included in and paid for under other specifications, the Service Provider shall ensure that all documentation is scanned as required and recorded in the document retrieval system of the Employer, after which the originals must be filed. All files not being worked on shall be properly coded and shall in turn be placed in coded boxes and despatched to the mass file storage facilities designated by the Employer. The respective codes shall be recorded and loaded into the document management system of the Employer. The Service Provider shall also ensure that all data is correct and accurate and up to date in the ITIS/SAP/EDMS system.

A programme, based on the LAC programme, for the handing over of operations shall be submitted by the end of the first week of the three months handing over period for the approval of the Employer. This programme shall include every element of the Service Provider's operations and shall indicate the dates at which each element of the operations is proposed to be taken over by the new Service Provider, what work the Service Provider shall complete before termination of the contract and shall further indicate any meetings, training periods, or

other thing required to be undertaken in order to ensure a smooth transfer of its duties to the new Service Provider.

The Service Provider shall, if instructed by the Employer, no longer take on any new work, but shall finish off any work already commenced.

G134 PAYMENT

Taking on operations

Item		Unit
G13.1	Engagement of previous Service Provider	Prov Sum
G13.1(a)	Mark up on engaging previous Service Provider	Percent
G13.2	Plan and program taking on operations	Lump Sum
G13.3	Taking over files and documentation	Lump Sum
G13.4	Transport costs	PC Sum
G13.4(a)	Administration of transport	Percent
G13.5	Taking on operations	Month

Payment for engaging the previous Service Provider shall be remunerated at cost, for which a mark-up shall be paid at the tendered rate.

Payment for planning and programming of taking on operations shall be made once only upon the presentation to the Employer of a satisfactory change management plan for the taking over of documentation, and the commencement of operations.

Payment for taking over files and documentation shall include, but not be limited to the supervised loading of the files in the possession of the previous Service Providers, arranging their transport to their new place of keeping, and their supervised offloading and placing into a filing system. Transport costs shall be remunerated at cost, with an administration fee being paid at the tendered percentage.

Payment for taking on operations shall be made monthly for the first three months of the contract and shall include, but not be limited to compensation for all managerial effort, training of staff to perform the various duties required, training in the contents and use of the respective files and filing system and the input of data into ITIS/SAP/EDMS, familiarisation with the LAC programme, and the implementation of a quality management system.

Handing over of operations

Item		Unit
G13.6	Plan and programme handing over operations	Lump Sum
G13.7	Handing over operations	Month

Payment for planning and programming for handing over operations shall be made once only upon the presentation to the Employer of a satisfactory plan and programme for the handing over of documentation, and the termination of operations.

Payment for handing over operations shall be made monthly for the last three months of the contract and shall include, but not be limited to all assistance to be given to the new Service Provider to plan and execute the handing over process, and the despatch, at the cost of the Employer, of all closed files to the off-site mass file storage facility designated by the Employer.

G1400 HANDLING OF DOCUMENTATION

G141 SCOPE

This section covers the handling of documentation, the management of files and correspondence, and the storage and retention of documentation.

G142 GENERAL

All correspondence and documentation generated or received during the contract that is relevant to the contract shall become the property of the Employer, and the Service Provider shall handle it and store it in strict conformance with the requirements of the National Archives and Records Service. The Service Provider shall be responsible for obtaining these requirements and for adhering to them.

Unless otherwise specially provided for in Section G146, none of the duties and responsibilities covered in this section shall be paid for separately, and all costs associated therewith shall be covered by other rates.

The Employer will provide the Service Provider with software (EDMS) currently Opentext, that needs to be used for electronic filing of all documentation.

The Employer uses mass file storage services in each office. All files that are closed by the Service Provider shall be bar coded and placed in boxes that shall also be bar coded, as may be required. All retrieval information for each file and each box shall be recorded on the mass file storage system prior to its despatch to the storage facility. The attention of the Service Provider is specifically drawn to the importance of correctly and completely recording all retrieval information required by the storage facility prior to despatching any boxes of documents to them, as later retrieval is likely to be made very difficult or nearly impossible if the retrieval information is inaccurate or incomplete in any way.

G143 DOCUMENTATION AND FILING

G143(a) RECORDING OF DOCUMENTS IN THE SYSTEM OF THE EMPLOYER

All documents prepared for the purposes of the contract shall be generated using the most recent edition of the Microsoft Office package. Other software packages, such as Computer Aided Design packages may be used by the Service Provider for the generation of plans and sketches in terms of the contract, provided that the prior approval of the Employer is obtained.

G143(a)(i) DOCUMENT MANAGEMENT SYSTEM

The Employer utilises an electronic document management system, currently “Open Text” as a document management and retrieval system for all documents generated or received by it,

and the Service Provider shall be required to either directly enter all contract related correspondence between itself and others as well as all reports, certificates, plans, sketches and diagrammes generated through the carrying out of its duties into Open Text or ITIS/SAP in a Microsoft or other approved format as the case may require, or to scan any documentation relevant to the project after it is produced or received and enter it into the system of the Employer in .pdf format. The entered documentation shall be correctly linked to the properties by means of entering all codes and fields provided for in the ITIS/SAP land register, unless it has no relevance to any specific property.

G143(a)(ii) FILE MANAGEMENT SYSTEM

The Service Provider may be instructed by the Employer to purchase an electronic file management system approved of or designated by the Employer. This system shall continually be used to track files as they move between the Service Provider's various staff, and the in-office and off-site filing facilities and shall be a system entirely independent of the electronic document management system and ITIS/SAP systems of the Employer. These systems may be obtained from a variety of sources including mass file storage warehouses. A Contract Instruction is required to be issued by the Employer for any costs proposed to be incurred.

The purchased software and licences shall be registered in the Employer's name and shall be surrendered to the Employer upon termination of the contract.

G143(b) MANAGEMENT OF FILES AND CORRESPONDENCE

The Service Provider shall immediately after generating or receiving a document of any kind, ensure that it placed on the document retrieval system of the Employer (currently Open Text), and thereafter place a copy of the document on the correct case file. When any case has been completed, the case file shall forthwith be coded, placed in a coded box and be sent to the mass file storage facility designated by the Employer, after updating the document retrieval system of the Employer. The Employer shall be responsible for all charges invoiced by the Employer's mass file storage facility.

G144 REQUIREMENTS FOR PAPER DOCUMENTATION

The Service Provider shall obtain and familiarise itself with the legislation and requirements of the National Archives and Records Service and apply their approved methods for the storage and keeping of the documentation and files of the Employer.

All documentation generated or received shall be printed on paper and shall be accurately filed in files that are numbered according to the system approved by the National Archives and Records Service. The approved filing system of the Employer is contained in Volume 3.

G145 CORRESPONDENCE REGISTERS

The Service Provider shall maintain separate up to date registers of all incoming and outgoing correspondence and documentation. Each must reflect the date of receipt or despatch of the

correspondence, the recipient or sender as the case may be, and the file number onto which the correspondence is placed.

Any documents delivered to, or received from the Employer by hand, shall also be recorded in separate registers, and whether delivered or received, must be signed for. These registers need reflect only the date of receipt or delivery, the title of each of the documents delivered or received and a column for the signature of the recipient.

The cost of maintaining these registers is for the Service Provider's own account.

G146 PAYMENT

Handling of documentation

Item		Unit
G14.1	Purchase of internal file management system	PC Sum
G14.1(a)	Mark up on file management system	Percent
G14.2	License charges	PC sum
G14.2(a)	Mark up on license charges	Percent

If the Employer elects to purchase an updated or upgraded file management system, payment shall be made to the Service Provider for its procurement. The purchased upgraded software and licences shall be registered in the Employer's name and shall be surrendered to the Employer upon termination of the contract.

The Service Provider shall be reimbursed the actual costs of the licensing and maintenance of the file management software employed to manage the case files of the Employer, plus a mark-up.

All other costs for the handling of documentation are for the Service Provider's account.

G1500 REIMBURSABLE COSTS

G151 SCOPE

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

- a) Accommodation and subsistence allowance,
- b) Travelling by Air,
- c) Travelling on land,
- d) Materials and the acquisition of documents.
- e) Formal charges incurred on behalf of the Employer, if not covered by other Specifications,
- f) Direct costs for scrutiny, inspections, application and other formal charges raised by competent authorities,
- g) Courier service/Delivery costs, with the prior approval of the Employer,
- h) Any other costs incurred on behalf of the Employer with the Employer's approval,
- i) Printing and duplication costs

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

G152 ACCOMMODATION AND SUBSISTENCE

National Treasury has implemented cost saving measures which the Employer must apply in this contract. The Service Provider shall be advised from time to time what is allowed and what may be claimed.

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

G153 TRAVELLING BY AIR

In cases where travelling by air is the most economical means of transport, economy class air travel shall be reimbursed by the Employer.

Copies of invoices of actual costs must be submitted with the Service Provider's invoices in all cases.

G154 TRAVELLING ON LAND

National Treasury has implemented cost saving measures which the Employer must apply in this contract. The Service Provider shall be advised from time to time what is allowed and what may be claimed.

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

G155 THE ACQUISITION OF MATERIALS AND DOCUMENTS

The direct costs of the acquisition from other parties of relevant documents, diagrammes, records, drawings, data or maps, which shall become the property of the Employer, are reimbursable. Where these costs are covered by other sections of these Specifications, they shall not be reimbursed under this item.

Proof of cost must be kept for the duration of the contract plus 2 years.

G156 FORMAL CHARGES INCURRED ON BEHALF OF THE EMPLOYER

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

G157 INSPECTION AND SCRUTINY COSTS

The Employer shall reimburse the Service Provider for any costs raised by other authorities for inspections and the scrutiny of work produced by the Service Provider.

G158 COURIER SERVICE/DELIVERY COSTS

The moving of files and documents directly related to this contract between the offices of the Service Provider in performing its duties is remunerable, provided that copies of invoices are kept for auditing purposes for the duration of the contract, plus 2 years. The Service Provider must, before handing any documentation to a courier service ensure that electronic copies of any and all documentation is made. Should documents be lost or damaged in transit by the Courier service provider, the electronic copies, or paper copies must be made available to the Employer

G159 OTHER COSTS INCURRED ON BEHALF OF THE EMPLOYER

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

The Employer shall indicate from whom Deeds and Cadastral, and other GIS based information

necessary for the execution of the contract, or the development of the ITIS/SAP system of the Employer shall be acquired.

G1510 PRINTING AND DUPLICATION

Printing and duplication shall be reimbursable at the tendered rates, provided that the devices, or software controlling the printing devices are able to count the number of printed documents in various departments and can distinguish between different page sizes and media types.

Provision is made for;

- a) Monochrome A4 on paper,
- b) Colour on A4 paper,
- c) Monochrome A3 on paper,
- d) Colour on A3 paper,
- e) Monochrome on A3 using synthetic translucent media,
- f) Colour on A3 using synthetic translucent media,
- g) Colour on A0 paper,
- h) Laminating of A4 sheets,
- i) Laminating of A3 sheets,
- j) Laminating of A0 sheets.

G1511 PAYMENT

Reimbursable Costs

Item		Unit
G15.1	Overnight accommodation	PC Sum
G15.1(a)	Administration fee on Accommodation	%
G15.2	Meals	PC Sum
G15.2(a)	Administration fee on meals	PC Sum
G15.3	Flight costs	PC Sum
G15.3(a)	Administration fee on flight costs	%

G15.4	Travelling on land;	
G15.4(a)	Rented Vehicles	PC Sum
G15.4(b)	Administration fee on rented vehicles	%
G15.5	Use of private and company vehicles	Prov. Sum
G15.5(a)	Administration fee on the use of private and company vehicles	%
G15.6	Acquiring materials and documents	PC Sum
G15.6(a)	Administration fee on materials and documents	%
G15.7	Formal charges	PC Sum
G15.7(a)	Mark up on formal charges	%
G15.8	Scrutiny, inspections and application fees	PC Sum
G15.8(a)	Mark up on Scrutiny, inspections and application fees	%
G15.9	Courier service/Delivery costs	PC Sum
G15.9(a)	Mark up on Courier service/Delivery costs	%
G15.10	Other costs approved by the Employer	PC Sum
G15.10(a)	Mark up on other costs approved by the Employer	%
G15.11	Printing and Duplication;	
G15.11(a)	Monochrome A4 on paper	No.
G15.11(b)	Colour on A4 paper	No.
G15.11(c)	Monochrome A3 on paper	No.
G15.11(d)	Colour on A3 paper	No.
G15.11(e)	Monochrome on A3 using synthetic translucent media	No.
G15.11(f)	Colour on A3 using synthetic translucent media	No.
G15.11(g)	Colour on A0 paper	No.
G15.12	Laminating;	
G15.12(a)	Laminating of A4 sheets	No.
G15.12(b)	Laminating of A3 sheets	No.
G15.12(c)	Laminating of A0 sheets	No.
G15.13	Community and stakeholder meeting	PC SUM
G15.13(b)	Mark up	%

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

Meals for staff working out of office will be paid for at the Treasury rates and shall distinguish between breakfasts, lunches and evening meals, as specified by Treasury.

In respect of the use of private and company vehicles claimed under G15.05, detailed weekday log sheets must be maintained for each vehicle for which costs are claimed from the Employer. Details must include vehicle details sufficient to identify the business kilometres travelled, and the destinations travelled to. The monthly claim of the Service Provider must be the total

claimed at ruling Treasury rates for all company and private vehicles used for the work of the Employer. Details must be kept for auditing and verification for the duration of the contract, plus 2 years by the Service Provider, or lead partner (if a partnership or JV).

Printing and duplication shall be reimbursable at the tendered rates in G15.11, provided that the devices, or software controlling the printing devices are able to count the number of printed documents in various departments and can distinguish between different page sizes and media types. Documentation submitted by the Service Provider with its invoice shall include scanned and printed reports indicating the printer counts for the past month. These reports must be kept available for audit by the Service Provider for the duration of the contract, plus 2 years. Where devices are used that are not equipped to count as envisaged, a detailed register must be kept which indicates what was printed and on what date, and keep record of a job card number, claim date or other detail that can be traced to justify the remuneration claimed.

The lamination of documents in G15.12 shall be paid for at the tendered rate.

G1512 REIMBURSING OF LEGISLATED MEETINGS AND OR COMMUNITY MEETINGS

The Service Provider will be responsible for obtaining venues and all other requirements for Community Meetings in terms of PILRA. This will include amongst others, but not limited to venues, tents, chairs, stationery, water, sanitation etc. The Service Provider will be obligated to liaise with the Employer's Marketing and Communications and Stakeholder division before commencing with any action in order to obtain guidance. The service Provider will be reimbursed for actual and be allowed a mark up to cover any and all costs of the Service Provider

G2000 SUB-CONTRACTS AND SPECIAL SERVICES

G2100 SUBCONTRACTING REQUIREMENTS

G211 SCOPE

These specifications cover the various forms of contract participation, or subcontracting by the Service Provider.

In accordance with the policy of the Employer, there shall be three kinds of subcontracting, also referred to as “second-tier procurement”;

- a) Domestic subcontracting,
- b) Nominated subcontracting,
- c) Selected subcontracting.

G212 GENERAL

A subcontract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to others.

The Employer shall have no contractual relationships with subcontractors. However, if a subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider to either provide a subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

The Service Provider shall be responsible for the acts, defaults and negligence of subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the contract or of the engagement by the Service Provider of subcontractors to perform any part of the Services shall not relieve the Service Provider of any of its obligations under the contract.

At all times the Service Provider shall ensure that subcontractors;

- a) are able to provide the quality of work required,
- b) Ideally, are located in the area in which the work occurs,
- c) Are removed from the contract if they do not perform satisfactorily,
- d) Who are in good standing in terms of the Compensation for Occupational Injuries and Disease Act (COIDA) and have a letter of proof,
- e) Who are registered on the Central Supplier Database,
- f) Who have provided a Tax Clearance Pin, and SBD 4, 8 and 9 form to the Service Provider,

- g) Have provided an original or certified copy of the BEE certificate,
- h) Have provided full details of the entity and the people proposed to be employed doing the work under the subcontract for the purposes of reporting employment statistics, covered under section G3316.

The Service Provider shall manage and administer the services provided by subcontractors in such a manner as to ensure compliance with all requirements of the specifications.

In the case of nominated and selected subcontractors, the Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for the performance of all or part of the Services.

Procurement documents shall be made available on electronic media.

The Service Provider shall not charge tender deposits or fees unless so approved by the Employer.

Although it is often necessary to make such meetings obligatory, the attendance of tender clarification meetings should be made optional.

G213 DOMESTIC SUBCONTRACTORS

Domestic subcontractors are entities, such as conveyancers, valuers, surveyors, or small suppliers over which the Service Provider shall exercise its own discretion and control and which are not subject to the supply chain policies of the Employer, but to this section G2100 of the specifications.

The Service Provider is required to be transparent, fair, and open and as far as possible, provide work to the targeted groups as further required below.

G214 NOMINATED CONTRACTORS

In this instance, the SCM process obligatory to SANRAL is not enforced on the Service Provider and these specifications shall determine the procurement process.

Nominated subcontractors shall be designated by the Employer and the Service Provider shall procure the services from the party nominated. This method will be used when the Employer has specific needs and reasons to use a nominated subcontractor, and there is either only one, or very few parties that can provide the required services.

When procuring a nominated subcontractor, the Service Provider shall negotiate the terms of subcontract, ensure that the nominated subcontractor has the competency, finances and resources to perform the work and obtain prices for delivering the required service. The Service Provider shall then submit the documentation to the Employer for consideration. The Employer shall, in its sole discretion, accept or reject the proposed terms and conditions, or require amendments to be made.

The Service Provider shall, thereafter appoint the nominated subcontractor, and manage it as it would any other subcontractor subject to this section G2100.

In this contract, the Service Provider will be required to acquire data from a specialist provider of data, whose name will be issued to the successful tenderer. Provision for this is made in the Pricing Schedule.

G215 SELECTED SUBCONTRACTORS

Selected subcontractors are typically third-party specialists, e.g. land-legal experts, specialist valuers, or the providers of professional or specialised goods and services that are identified to be needed to deliver the services required under this contract. The Supply Chain Management requirements governing the Employer do not apply to the procurement by the Service Provider of selected subcontractors. These specifications shall govern the appointment of selected subcontractors.

Either Employer or the Service Provider may identify the need for specialist goods or services not otherwise available under the contract, and after discussion of the matter, agree that the services of a selected subcontractor is required, and which form of procurement is to be followed. The form of procurement by the Service Provider must be supported by a market research report which addresses matters such as;

- a) The skills, services, or goods required,
- b) The demographic profile of the potential respondents,
- c) The number of potential respondents,
- d) The likely value of the work to be done,
- e) The urgency of the procurement.

Unless there is a reason approved by the Employer to use a specific supplier, subcontracts to procure selected subcontractors are to be made available to as many specialist selected subcontractors as possible, using any of the means allowed by the Employer, which includes, but is not limited to;

- a) By means of panels and lists kept by the Service Provider,
- b) By means of obtaining quotes,
- c) By way of tenders.

The Employer shall indicate whether quotes or tenders must be called for. If quotes are called for, it is preferable to obtain 3 or more quotes. However, it occurs at times that there are not as many potential respondents available, or that parties do not respond to calls for quotes. If fewer responses than expected are received, the matter must be discussed with the Employer, who shall indicate if the process must be repeated, or if the received quote(s) may be accepted as a representative market response, and accepted.

Tenders may be sought for selected subcontractors by having their professional bodies communicate the procurement to their members by using their databases of all their registered, practising persons and entities.

Where this is not possible, or for any other reason is not achievable or preferred, the Employer and Service Provider shall decide if tender advertisements are to be placed with advertisers. If so, advertisements shall be placed in at least two widely read and representative newspapers and consider the languages spoken in the area that tenders are to be advertised. The choice of newspapers should depend on the size and value of the tender concerned, the likely tenderers, and the likely response to the tender advertisement. The cost of advertising as opposed to the likely benefit of reaching more potential tenderers must be considered, and the most beneficial course of action for the Employer followed.

The Service Provider shall prepare and submit a procurement document for the work to its own bid specification committee. Once approved by the Service Provider's bid specification committee, the Service Provider must refer the document in Microsoft Word format to the Employer for consideration.

Following the discussion or review of the draft documents by the Employer, the Service Provider shall accept all the tracked changes and incorporate the comments from the Employer into the procurement document to finalise the document. Electronic media (CD, memory stick, SD card, etc.) containing the final tender document with all the changes indicated as tracked changes is to be submitted to the Employer.

The Service Provider shall allow sufficient time for tenderers to prepare complete bids.

The evaluation of tenders must be undertaken by the Service Provider in a formal evaluation committee. The tender report must be comprehensive, and address issues including, but not limited to the compliance of the tenderers with the tender rules/conditions of tender, an assessment of their BBBEE component, the work provided to SMMEs, the balance and reasonableness of their rates, their submissions contained in the various forms, any qualifications they may have included, their financial capacity, the validity of their VAT registration, their good standing with SARS and tax registration.

It must be noted that, provided that fair and adequate notice (by way of advertisement, lists, panels, seeking of quotes) has been given, a single or limited response to the procurement is acceptable; provided that the Service Provider can show, by means of a market research report, or by having asked potential respondents for their reasons for not having responded, that the procurement has been fair and equitable and that the poor response to the call for proposals is not through any fault in the procurement process. It is essential that the lowest, or only price submitted is checked to be market related and is neither unrealistically low, or high.

The Service Provider shall submit a procurement report to the Employer for consideration and

approval. Once approved, the Service Provider shall appoint the selected subcontractor and further manage it as any other subcontractor.

The Service Provider shall be held liable for any sanction or penalty described in G3200 of these Specifications for avoidable acts or omissions that lead to, or could potentially lead to audit findings being made by either, or both of the Employer's internal or external auditors.

G216 PRO-FORMA DOCUMENTS

The Service Provider shall, wherever agreements/contract documents are to be used frequently, standardise them by creating proformas to simply further procurement. The proformas must be submitted for the consideration and approval of the Employer, who may in its sole discretion, instruct that any proforma be amended, or replaced.

The Service Provider shall, for each service or task intended to be outsourced to subcontractors thereafter, finalise a set of tender documents based on the approved pro- forma contract document.

G217 CONTRACT PARTICIPATION

The Service Provider shall note that there are two main reasons for requiring the Service Provider to allow others to participate in the Scope of Work by making work available to subcontractors. These are;

- a) The Employer requires valuation, land surveying and other land-legal services to be managed and performed by a single entity to enhance data quality, the management of programmes and data flow and the entry of data into ITIS/SAP/EDMS, in order to remove any potential for conflict of interests and goals to be achieved between separate entities and to ensure that the Service Provider is guaranteed a predictable and steady flow of work, with peaks in workload being able to be handled by means of short to medium term subcontracts,
- b) To allow for the provision of work to smaller and targeted entities that would normally be precluded from tendering for the whole of the work required to be done, due to their capacity constraints.

In view of the above arrangements, the Service Provider must always be ready, at short notice, to procure domestic subcontractors. It must, as far as possible have generally applicable proforma documents available to procure selected subcontracts for specialist services with the agreement of the Employer. No delay of work, consideration of payment for accelerating work, or working overtime will be considered unless the requirements for outsourcing work have been complied with.

G217(a) PREQUALIFICATIONS

The Service Provider shall determine if the services sought from domestic and selected subcontractors will fall into Type A or Type B in the table below, based on the estimated cost

of the service (including VAT, excluding CPA), and procure domestic and selected subcontractors that comply with the indicated BBBEE contribution levels.

	Type A	Type B
Estimated cost of the Works	≤ R10m	>R10m
Prequalification criteria	BBBEE Level 1 to 2 and EME	BBBEE Level 1 to 4 and QSE or Generic

Note: Any proposed deviation from the requirements of this table must be motivated by the Service Provider based on market research, and requires the written prior approval of the Employer.

G217(b) PARTICIPATION TARGETS

In the table below, no amounts for travel and subsistence, nor any or reimbursable expenses are considered. These minimum targets have been determined by market research conducted by the Employer into the various professions and shall apply to domestic and selected subcontractors;

Item of work	Minimum Target
Surveying	D = A minimum of 30% of surveying work, by value, must be performed by subcontractors with a minimum BBBEE level 4
Specialists	Depending on what the nature of the service is, the value of the appointment may be included under the closest item of work above.

Compliance with the above for the purposes of determining penalties shall be measured two months before the end of the contract. Failure to meet the above targets shall incur a penalty determined in section G3200. On a monthly basis, as part of the Service Provider' reporting requirements progress against the targets must be displayed on a cumulative graph.

G218 PAYMENT OF SUBCONTRACTED PARTIES

It is a requirement that the previous Service Provider, and all subcontractors be paid within 30 days of their invoices to the Service Provider, and the Service Provider must schedule its own invoices to the Employer accordingly, failing which, penalties shall be payable by the Service Provider as provided for in G3200.

The Service Provider shall check the accounts and process the payments of subcontractors. No payment may be rejected in its entirety if any one part of the detailed statement, or claim for payment, is questionable whilst other parts of it are reasonable and acceptable.

G219 EMERGENCY PROCUREMENT OF NOMINATED OR SELECTED

SUBCONTRACTORS

Emergency procurement procedures may be followed to avoid potential conflict, or deal with occurring conflict, to avoid financial or material losses to the Employer, to avoid physical threat to any person, or for any other sound reason agreed to between the Service Provider and the Employer.

The Service Provider must immediately inform the Employer of the occurrence of any situation that may be considered an emergency, and also propose a solution to the emergency.

G2110 PAYMENT

Subcontracting

Item		Unit
G21.1	Negotiations with nominated contractors	No
G21.2	Payment of nominated subcontractors	PC sum
G21.2(a)	Administration of nominated subcontractors	%
G21.3	Compiling of documents to procure selected subcontractors;	
G21.3(a)	Quotes	No.
G21.3(b)	Tenders	No.
G21.4	Obtaining prices from selected subcontractors;	
G21.4(a)	Obtain quotes by direct contact	No.
G21.4(b)	Obtain quotes or tenders using professional databases	No.
G21.4(c)	Tender advertisements in newspapers or digital platform	
	PC Sum	
G21.4(c)(i)	Mark-up on tender advertisement costs	Percent
G21.5	Evaluation, the preparation of reports in the case of;	
G21.5(a)	Quotes	No.
G21.5(b)	Tenders	No.
G21.6	Remuneration of selected subcontractors	PC Sum
G21.6(a)	Administration of selected subcontractors	Percent
G21.7	Compiling or amending proforma procurement documents	Hr

The Service Provider shall be paid the tendered rate in G21.01 for negotiating the terms and conditions of contract and obtaining a pricing schedule from each nominated subcontractor, all subject to the approval of the Employer.

The Service Provider shall be remunerated for the actual cost of employing the nominated subcontractor from item G21.02, and shall be paid an administrative fee at the tendered percentage for its attendance to the subcontract.

For compiling a quotation, or a tender document, payment shall be made under G21.03(a) or (b) for procuring selected subcontractors.

The Service Provider shall be remunerated for obtaining quotes by making direct contact with prospective selected subcontractors using G21.04(a) or by using the respective profession's representative bodies to invite quotations or tenders using G21.04(b). The costs of advertising tenders shall be remunerable from the prime cost sum provided under item G21.04(c). The Service Provider shall be entitled to mark up these costs at the tendered rate under G21.04(c)(i).

The rates tendered under item G21.05 (a) and (b) shall be paid for evaluating and preparing evaluation reports of the quotes and tenders of prospective selected subcontractors. Where applicable, it shall include all correspondence between the respondents and the Service Provider, regardless of whether or not the quote or tender is finally awarded.

The invoices of selected subcontractors will be remunerated at cost from the PC sum provided under G21.06 while the Service Provider shall be paid an administration fee at the tendered percentage under G21.06(a).

The Service Provider shall be paid the tendered hourly rate under G21.07 for compiling, editing and finalising each of the proforma documents provided in liaison with the Employer.

G2200 SPECIAL ASSIGNMENTS, INVESTIGATIONS AND UNSPECIFIED SERVICES

G221 SCOPE

The work to be undertaken under this section covers special work to be undertaken by the Service Provider, as well as the delivery of minor services that are included in the contract, but not specifically specified.

G222 DESCRIPTION

When required by the Employer to do so, the Service Provider shall either provide a person or a team of people employed by or contracted to the Service Provider as may be nominated by the Employer, or a person or a team of people suggested by the Service Provider and approved of by the Employer to deal with any work of an investigative nature, prepare a document or report of any kind or to undertake a special task, provided that it is related to the scope of work.

Special assignments must not be used, neither must any part of the work under special assignments be used if other payment items are available.

Prior to any minor works being carried out, the Service Provider shall submit a breakdown of the costs to be incurred for the consideration of the Employer. Where materials are to be supplied, quotations must be provided. If applicable, transport costs must be shown as well as any other incidental charges that will be claimed by the party doing the work.

G223 PAYMENT

Special assignments, investigations and unspecified services

Item		Unit
G22.1	Special assignments, investigations and related services;	
G22.1(a)	Senior professional	hour
G22.1(b)	Other professional	hour
G22.1(c)	Technical staff	hour
G22.1(d)	Non-management, non-technical staff with appropriate skills	hour
G22.1(e)	Contracted party	hour
G22.2	Materials, labour and other direct costs for minor works	PC. Sum
G22.2(a)	Percentage mark up on materials and direct costs	Percent

The services rendered by the Service Provider in respect of special assignments, investigations and related services shall be measured by the hour, or part thereof, in the categories of people falling into sub-items (a) to (d).

Special assignments may only be ordered by a person delegated to do so in terms of the

Employer's Delegations to the Service Provider.

The Service Provider shall be remunerated under G22.02 for the materials supplied and other direct costs incurred to enable the special assignment to be carried out at cost, plus the percentage tendered under G22.02(a) for its overheads and administration when performing the procurement of the materials and labour supplied for the minor works.

Expenditure under the Prime Cost Sum may only be incurred in terms of a Contract Instruction issued by a person delegated to do so in terms of the Employer's Delegations to the Service Provider.

All other costs, as far as possible, must be claimed under the applicable tendered rates.

G2300 MAINTENANCE AND UPDATING OF GUIDELINES AND STANDARDS

NO TO BE USED IN ITS ENTIRETY

G231 SCOPE

This section covers the maintenance and updating of guidelines and standards.

The work includes the following;

- a) Undertaking a comprehensive needs assessment in consultation with the Employer to identify and formulate any required amendments to guidelines and manuals,
- b) The updating and maintenance of the guidelines and manuals in accordance with the latest technology, legislation, procedures or other reasons to amend the documents,
- c) Where so required, liaison with other interested parties,
- d) The submission of the amended documentation in the latest version of MS Word to the Employer.

G232 MAINTENANCE AND UPDATING OF TECHNICAL METHODS FOR HIGHWAYS

The Technical Methods for Highways 11 (TMH 11: Standard Survey Methods) manual is a survey guideline manual governing road surveys that is widely accepted in the surveying profession. All of the Employer's survey work is guided by TMH 11. It is available on the Employer's website, and the latest edition must be used at all times.

Should the Committee of Transport Officials (COTO), who are the custodians of TMH11 require, or approve that the document to be amended to keep abreast of new developments, the Service Provider shall play a leading role on behalf of the Employer and consult with other members of the industry when doing so.

The Service Provider might also be required at times to review and assist with updates to other Technical Methods for Highways manuals which include, but is not limited to, the TMH18: Road Asset Data Electronic Exchange Formats and TMH22: Road Asset Management Manual.

G233 MAINTENANCE OF GUIDELINES TO FORMALISE THE EMPLOYER'S JURISDICTION ON NATIONAL ROADS

This task involves the maintenance of the Guidelines to Formalise the Employer's Jurisdiction over National Roads, commonly referred to as the N14/5/6 Manual.

The purpose of this manual is to set guidelines and procedures for the declaration of National Roads, the undertaking of Land Audits, the sourcing of property information for Land Audits and/or the preparation of Land Acquisition Plans in respect of identified and/or required land, the preparation of Land Acquisition and other key plans, the Cadastral Surveying of land, the

conclusion of the land acquisition process, and to define the areas of responsibility of the key role players.

This manual must be kept up to date with any changes in legislation, policies and any other changes required by the Employer.

G234 MAINTENANCE AND UPDATING OF LAND ACQUISITION GUIDELINE MANUAL

The purpose of this manual is to set guidelines and procedures for the acquisition of land. This manual must be kept up to date with any changes in legislation, policies and any other changes required by the Employer

G235 MAINTENANCE AND UPDATING OF ITIS/SAP PROCEDURE MANUAL

The purpose of this manual is to establish procedures and guidelines for using ITIS/SAP. The Service Provider shall assist the Employer to keep the manual up to date as future enhancements, new interfaces, or new data is required to be captured in ITIS/SAP.

G236 UPDATING AND CONTRIBUTIONS TO OTHER DOCUMENTS

The Employer is establishing, inter alia, many operating procedures, policies, guidelines and delegations, which also need annual review and updating. The Service Provider may be called upon to contribute to the development, amendment, editing and researching of any of these documents as it may related to property.

G237 MEASUREMENT AND PAYMENT

Maintenance and updating of guidelines and standards

Item		Unit
G23.1	Maintenance and updating of TMH documents	hr.
G23.2	Maintenance and updating of Guidelines to Formalise SANRAL's Jurisdiction over National Roads	hr.
G23.3	Maintenance and updating of LAC Guideline Manual	hr.
G23.4	Maintenance and updating of ITIS/SAP Procedure Manual	hr.
G23.5	Contributions to other documents	hr.

For all items above, payment shall be made at the tendered hourly rate. The persons involved shall be well experienced with at least 5 years applicable and related experience.

G2400 TRAINING AND JOB CREATION

G241 SCOPE

The Service Provider is required to provide training to its own staff or to contribute to training in terms of legislation. As a result, this section does not cover training of the Service Provider's own staff.

G242 TRAINING AND PROFESSIONAL GROWTH

The Service Provider is required to provide training and assist in the professional growth of selected employees of the Employer, and the civil engineering, valuation, surveying and legal professions to;

- a) Assist people to qualify by offering experiential training during vacations. In many cases, the various tertiary educational institutions have requirements for experiential training during the course of students' studies. The Service Provider shall liaise with these institutions and offer opportunities to students to accompany the Service Provider and its Sub-Service Providers in the course of their duties in order to learn the skills required to enable them to obtain qualifications. The number of students to be engaged, as well as the stipend to be paid, if any, must be agreed with the tertiary institution and Employer, prior to the students being engaged to acquired experiential training.
- b) Provide the opportunity to candidate professionals to gain the experience needed to allow them to achieve professional status and/or the registration required to allow them to operate independently. Whereas special provision is made in the surveying specifications for surveyors for a larger number of candidate surveyors, the Service Provider must employ at least two Candidate Valuers and one candidate attorney to gain experience in land legal matters, at its own cost.
- c) Provide people with opportunities to obtain Continuing Professional Development (CPD) credits by offering training courses in any property related matter, which may include training in land acquisition, surveying, land legal matters, new legislation, etc.

The Service Provider shall within three (3) months of award and thereafter annually provide a training plan to the Employer for approval, and shall thereafter diligently pursue all reasonable efforts to expand the pool of skills in surveying and land surveying, property valuing and land legal skills. This shall include, but not be limited to identifying deserving candidates, providing financial assistance, monitoring the progress of students through their studies, offering additional tuition, mentoring and coaching, and ensuring the work provided to them meets with the requirements of the tertiary institutions and professional entities as may be applicable.

The Service Provider shall note that performance against the training plan shall be discussed at monthly meetings and that penalties shall apply for a lack of performance and diligence on the part of the Service Provider.

G243 RECORDING AND SUBMITTING EMPLOYMENT DATA

The Employer is obliged to report employment data to others. The Service Provider is obliged **(and it is a condition of payment)** to gather certain data and capture it using the Project Information Management System (PIMS) Interface provided by the Employer.

Employment data must be captured in respect of each person benefitting as an employee or employer through the appointment of the Service Provider and includes own staff and those of subcontractors, appointees and entities that have been awarded contracts in terms of this contract.

A separate specification is available for this work and is attached in volume 3. It is strongly recommended to read and understand this specification as the amount of work involved must not be underestimated.

It must be noted that a report of records captured until each month-end must be printed, scanned into the record management system of the Employer and a printed copy included with each monthly invoice of the Service Provider. **It is important to note that payment of the entire invoice will be withheld until proof of entry of employment data is provided with the Service Provider's invoice.**

Should any problem be encountered by any registered user of the system, the user must individually report the issue to the person nominated by the Employer. It is vital that, for every day that any specific user encounters a problem, an individual report is submitted. This will allow the extent and severity of the issue to be understood by the Employer, and priority for resolving the problem will be allocated accordingly.

G244 PAYMENT

Training and job creation

Item		Unit
G24.1	Payment of student stipends	PC Sum
G24.1(a)	Administration of students' vacation work	Percent
G24.2	Compilation of training material;	
G24.2(a)	Senior / managing Professional working on training material	Hour
G24.2(b)	Other professional working on training material	Hour
G24.2(c)	Non-professional working on training material	Hour
G24.3	Obtaining CPD accreditation	No.
G24.3(a)	Costs of obtaining CPD accreditation	PC Sum
G24.4	Provision of training material	No.
G24.5	Hire of training venues	PC Sum
G24.5(a)	Administration of hiring venues	Percent

G24.6	Marketing of workshops, webinars and seminars	No.
-------	---	-----

Prior to engaging students for vacation work in any of the disciplines working on this contract, the stipend payable must be confirmed with the student(s) and tertiary institution(s) and evidence provided to the Employer of what the costs will be for the students to be engaged. Actual stipend costs will be remunerated, while the administration of the finances, writing of reports, all correspondence, discussions, supervision of the students, etc is to be covered by the tendered administration percentage fee.

Regardless of the discipline of expertise, an hourly rate is payable for the compiling of training material for workshops, seminars, webinars; whether formal or informal training is involved.

If training material is to be presented in such a way that CPD points are to be awarded, the Service Provider shall be remunerated for each submission made (regardless of the success or failure of the application) as well as any direct costs charged to obtain an accreditation.

The Service Provider shall be paid at the tendered rate for each pack of training material to be provided to each trainee attending formal training.

Remuneration will be paid for the costs of hiring training venues, including the costs of catering and refreshments, with an administration fee being claimable at the tendered percentage rate.

Remuneration is claimable at the tendered rate, for each formal training session marketed to external parties, regardless of whether the training is presented face to face, or by electronic means. The amount may be claimed for each date upon which the training is presented. For the avoidance of doubt, if the training is to be exclusively presented to the employees of the

Employer, remuneration may not be claimed for marketing the training.

Job creation

Item	Unit
G24.7	No.

Payment for acquiring and capturing employment data shall be for the number of individual personal records entered over the life of the contract. Measurement shall be the data entered every month for each person that has benefitted by the spending of contract income on employment, whether spent on the Service Provider's own staff, subcontractors or third-party appointees.

G3000 BUSINESS MANAGEMENT REQUIREMENTS

G3100 BUDGETING AND FINANCIAL CONTROL

G311 SCOPE

This section covers financial accounting, the appointment of auditors and the provision of secretarial services.

G312 ACCOUNTING

The Service Provider is mandated to carry out numerous duties and responsibilities which involve the incurring of expenses on behalf of the Employer. In view of this, it must accept and bear responsibility for the management of all such expenditure.

The Service Provider shall be required, in terms of section 36(1) of the South African National Roads Agency Limited and National Roads Act (Act 7 of 1998), to keep and maintain full financial and administrative records in connection with the financial management and administration of property acquisition.

The management and administration of accounts shall be done in accordance with the Generally Recognised Accounting Practices “GRAP” and any prescription of the Public Finance Management Act 1999 (Act 1 of 1999). The Service Provider shall make these records, which must include financial statements in a format acceptable to the Employer’s auditors, available for the inspection of Employer or its appointed agents for this purpose at all reasonable times. The Service Provider shall be expected to ensure that, in keeping and maintaining the financial and management accounts, it complies with Section 36(2) of the Employer’s Act. The Act requires accurate reflection of the Employer’s state of affairs in order to comply with the Companies Act. The Service Provider shall furthermore ensure that proper controls and documentation of processes are in place at all times, to the satisfaction of the Employer and the Auditor-General.

The Service Provider shall comply with sections 50 and 51 of the PFMA, in terms of which the Employer, as a public entity, is obliged to ensure the reasonable protection of its assets and records and comply with all the relevant financial prescripts required by law. In order for the Employer to meet with these requirements, the Service Provider shall implement and observe the relevant Accounting Practices, specifically 16, 17 and 40 (Investment Property), which deal with the standards of accounting in respect of Property, Plant and Equipment (PPE) and leases.

For the purposes of this contract it will be required of the Service Provider to provide the Employer with the following, in a format that can be integrated with its General Ledger within its Enterprise Resource Planning (ERP) system in SAP;

- a) Balance Sheet,

- b) VAT Returns and Reconciliations.
- c) Commitment register
- d) Job Instructions

The onus of ensuring the successful integration of all required financial data and/or statements, reports and cash flows into the Employer's systems shall solely lie with the Service Provider and the Employer shall not be held liable, nor will it be responsible for any costs incurred by the Service Provider, of whatsoever nature. The Employer uses SAP as its financial management system, and generally, it is able to import Excel spreadsheets. The Service Provider's system must be able to export data in this format.

Further to the above, the Service Provider shall provide the Employer with;

- a) All accounting information, which shall be produced monthly, unless otherwise specified in other Specifications,
- b) A report concerning the Service Provider's adherence to Statutes and Accounting Standards, including GRAP,
- c) A budget which shall be prepared annually for the purposes of land acquisition, based on the expected expenditure in accordance with the LAC programme,
- d) A budget, prepared six monthly, of all income and expenditure including committed funds.
- e) A monthly breakdown of all payments from the Employer to the Service provider broken up into monthly payments received from the Employer, monthly retention, monthly Contract Price Adjustment, VAT as well as accumulated spending on the aforesaid measured against total contract value.
- f) Compensation for land paid into Attorneys trust accounts, payments directly to the landowner, an any payment yet to be paid

Notwithstanding the above, nothing shall preclude the Service Provider from being required by the Employer to add to, or further break down any of the above items.

In addition to its adherence to and compliance with all accounting requirements, the Service Provider shall Maintain, on behalf of Employer, full records reflecting and containing original tax invoices for VAT Return purposes,

Verify and arrange payment of Compensation payable in respect of land acquired on behalf of Employer, and provide accounting services for the operation of the portfolio as specified, or as agreed with the Employer from time to time.

G313 STRATEGIC AND BUSINESS PLANNING

The Service Provider shall formulate and annually submit, for the approval of the Employer, a

business plan and budget, which may be altered from time to time during the year by agreement between the Parties. The Service Provider's attention is specifically drawn to the distinction between the annual budget and forecasting, as set out above, in that the former will be annually updated and the latter, monthly updated. The Plan must include the Service Providers' business activities including but not limited to;

- a) Proposed objectives and performance targets relating to the contract,
- b) Strategies for achieving such objectives,
- c) Financial information,
- d) Management programme for the contract,
- e) Other information considered relevant to the contract.

G314 SECRETARIAL SERVICES

The Service Provider shall attend and provide the secretarial services for all meetings to be conducted between the Employer and Service Provider, including but not limited to LAC programme meetings, ITIS/SAP meetings, GIS meetings, EDMS meetings, Task Force meetings and the monthly management meetings. The Employer shall stipulate dates for the LAC programme meetings, meetings with the Employer's Provincial Offices, ITIS/SAP and management meetings and of any ad-hoc meetings that may be called for from time to time by either Party. The Service Provider shall be required to, within 10 working days of the date of any meetings, circulate records/minutes of the proceedings of the meetings to all role-players or members of committees.

G315 APPOINTMENT OF AUDITORS

The Service Provider shall arrange, at its own expense, for the appointment of a firm of auditors who are recognized independent accountants and who are sufficiently expert in GRAP.

Whenever it deems required or necessary, the Employer shall be entitled to require a meeting with the Service Provider's auditors regarding the accounts and operations of the Service Provider. Additionally, the Service Provider shall, upon the instruction of the Employer, allow any auditor or the firm of independent auditors appointed by the Employer to conduct additional audits of the Service Provider's accounts and operations.

G316 JOB INSTRUCTIONS

Job Instructions are required by the Employer for an estimate for work to be done as well as instructing the Service Provider to continue with any of any work specified in the specifications and for which either rates, PC Sum or a provisional sum is available in the Bill of Quantities. Such Job Instruction shall be generated by the Service Provider, recommended by the Employer's Provincial staff member and approved by the Property Manager or designated manager of the employer.

G317 PAYMENT

Budgeting and financial control

Item		Unit
G31.1	Monthly accounting	Month
G31.2	Attendance concerning the annual report	No.
G31.3	Attendance to audit matters;	
G31.3(a)	Senior professional	hour
G31.3(b)	Other professional	hour
G31.3(c)	Technical staff	hour
G31.03	Ad Hoc meetings	
G31.3(d)	Senior professional	hour
G31.3(e)	Other professional	hour
G31.3(f)	Technical staff	hour
G31.03	Task Force meetings	
G31.3(g)	Senior professional	hour
G31.3(h)	Other professional	hour
G31.3(i)	Technical staff	hour
G31.03	Procurement meetings	
G31.3(j)	Senior professional	hour
G31.3(k)	Other professional	hour
G31.3(l)	Technical staff	hour
•		
G31.04(a)	Preparation of Job Instructions	No
G31.04(b)	Daily budget and project costing	Month

The Service Provider shall be paid at the tendered rate for monthly accounting.

The Service Provider shall be paid once annually for his attendance to the annual report.

Remuneration may be claimed for the time spent dealing with audit matters, provided that accurate details are kept of the people involved and the hours spent dealing with audit matters.

Secretarial services

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

G31.05 Secretarial services including agendas and minutes of meetings No.

In respect of meetings held between the Employer and the Service Provider, the tendered rate shall be paid for each meeting's minutes and the agenda for the next meeting that have been drafted and sent to all role players and attendees. The rate shall also include the setting of meeting dates.

G3200 PENALTIES AND DEDUCTIONS

G321 SCOPE

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

G322 GENERAL

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

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

G323 PENALTY POINTS FOR INCOMPLIANCE

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

Penalty Points

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

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

G324 PERFORMANCE POINTS

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

Performance points

Performance Points	Description
3	General performance is satisfactory and complies with the contract.
4	General Performance shows diligence and Service Provider acts in the Employer's best interests.

Performance Points	Description
5	General performance is exemplary and indicates a proactive approach to the work.

G325 SUM OF POINTS

The final points shall be calculated as follows;

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

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

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

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

G325(a) PENALTY AMOUNTS

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

Penalty Amounts

Month's Final Points	Consequence
1	Warning only
2	R 15 000
3	R 20 000
4	R 22 000
5	R 24 000
6	R 26 000
7	R 28 000
8	R 30 000
9	R 33 000
10	R 36 000
11	R 39 000
12	R 40 000
13	R 50 000
14	R 75 000
20	Termination of contract / Service Provider on terms

G326 PENALTIES FOR FAILURE TO SUBCONTRACT

Failure to meet the targets described in Section G2100 shall incur a penalty at the end of the contract determined as follows;

$$P = (0.15 * (D - D_o) * CA) / 100$$

Where;

D= Required subcontract percentage,

D_o= Achieved subcontract percentage,

CA= the contract Sum,

P= monetary value of the penalty payable. If P is negative, no bonus shall be paid.

G327 PAYMENT

Penalties and deductions

Item		Unit
G32.1	Penalties for incompliance	Sum
G32.2	Penalties for failure to meet subcontract targets	Sum

In respect of G32.01, the amount of the penalties shall be levied against the monthly invoice of the Service Provider and shall be reflected in the bill of quantities as a negative amount.

G32.02 shall be levied against the second last invoice of the Service Provider.

G3300 MONTHLY REPORTING REQUIREMENTS

G331 SCOPE

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

G332 REPORTING REQUIREMENTS

During the transitional period during which a new Service Provider is taking over from a previous Service Provider, the Employer acknowledges that some reports tabled at meetings may be incomplete, not reflect the entire scope of works, or be inaccurate. After the end of the transitional period, the Service Provider shall be required to fully comply with these requirements.

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

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

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

G333 MONTHLY ACCOUNTS

The Service Provider shall provide detailed monthly financial reports including;

- a) Commitment register,
- b) Contract cash flow prediction for a rolling 12 months,
- c) Actual versus budgeted monthly expenditure of the summary items in the payment certificate,
- d) A schedule showing each month's actual expenditure, the month's accumulated expenditure over the life of the contract, as well as the approved contract amount.

G334 MINUTES OF PREVIOUS MEETING

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

G335 PROGRESS WITH LAND IDENTIFICATION
NOT TO BE USED
Table 1

Include a table that contains the following, (Estimates in red text, actual figures in black text);

Columns labelled;

- a) Road reserve surveyed (km completed, total km to do),
- b) Cadastral key plan complete (number complete, total number to do),
- c) Property info sourced (number complete, total number to do),
- d) Landowner info sourced (number complete, total number to do),
- e) Spatially linked (number complete, total number to do),
- f) Properties investigated (number over which Employer has rights, number over which Employer has no rights or which are struck off list for other reasons),
- g) Variance (percentage to be subdivided vs. number of properties listed),
- h) Donation agreement signed (number complete, number rejected, total number to do),
- i) Expropriation required (number complete, number rejected by Minister, total number to do),
- j) Minister approved (number complete, total number to do),
- k) Sub-divisional survey completed (number complete, total number to do),
- l) Sub-division approved (number complete, number rejected, total number to do),
- m) Conveyancers appointed (number complete, total number to do),
- n) Registration complete (number complete, total number to do).

Rows labelled;

- a) National Route/section, from and to

Table 2

Include a summary table indicating; (Estimates in red text, actual figures in black text)

Columns labelled;

- a) Number of properties to be investigated,
- b) Number of properties under investigation,
- c) Number for which all info has been sourced,
- d) Number over which Employer has rights,
- e) Number that will not be transferred,
- f) Road reserve survey completed (km done, total km required to be done),
- g) Variance between properties listed and properties to be transferred,
- h) Route/section complete (y/n)

Rows labelled

- a) National Route/section, from and to, expressed in kilometres.

G336 PROGRESS WITH LAND ACQUISITION

NOT TO BE USED

Table 1

Include a table that contains the following, (Estimates in red text, actual figures in black text);

Columns labelled;

- a) Number of properties presently known to be acquired,
- b) Cadastral key plan complete (number complete, total number to do),
- c) Properties spatially linked in ITIS/SAP (number complete, total number to do),
- d) Property info sourced and verified (number complete, total number to do),
- e) Landowner info sourced and verified (number complete, total number to do),
- f) Valuation complete (number complete, total number to do),
- g) Agreement signed and in ITIS/SAP (number complete, number rejected, total number to do),

- h) Expropriation required (number complete, number rejected by Minister, total number to do),
- i) Minister approved expropriation (number complete, total number to do),
- j) Sub-divisional survey completed (number complete, total number to do),
- k) Subdivision approved (number complete, number rejected, total number to do),
- l) Conveyancers appointed (number complete, total number to do),
- m) Registration complete (number complete, total number to do).

Rows labelled;

- a) Project Number, description and LAC number

Table 2

A summary table indicating; (Estimates in red text, actual figures in black text) for each month of the contract;

Columns labelled

- a) Number of properties to be acquired,
- b) Number of acquisitions modified during the process of acquisition,
- c) Number of properties for which access to site has been concluded,
- d) Number of subdivisions approved,
- e) Number of conveyancers appointed.

Rows labelled

- a) Project number, description and LAC number

Table 3

The Service Provider must make any notes in a separate report that require the attention of, or need to be provided for the information purposes to the Employer.

Table 4

Provide a Land ID Synopsis in a table containing the following details;

Columns

- a) Existing Network category,
- b) Land acquired for construction,
- c) Incorporated network,
- d) Other land ID.

Rows

- a) Properties identified,
- b) Less properties not to be transferred,
- c) Nett properties to be transferred,
- d) Percentage variance between properties listed and properties to be subdivided.

G337 PROGRESS WITH SURVEYING

Provide a bar chart by month showing;

- a) Cadastral Key Plans for the month (km to do, km done), and total for the contract,
- b) Monthly applications for Sub-divisional consent submitted,
- c) Monthly applications for Sub-divisional consent approved.

Provide a report indicating the number of Sub-divisional surveys concluded and loaded into ITIS/SAP no later than five days after the due date indicated in the LAC programme, and those loaded into ITIS/SAP after 5 days (all for the month and total for the contract).

Provide a report indicating the km of Cadastral Key plans required to be done vs. the number of km completed, for the month and total for the contract.

Provide a report must be produced indicating, for the entire national road network, the status of declarations/proclamations of national roads, which must include;

- a) the Road/Route/Section, description and the declaration/proclamation date and number and,
- b) whether the declaration/proclamation is to be amended, or if amended already, the date and number thereof,
- c) The application and approval status of declarations submitted to the Employer for processing, by month and contract total.

Provide a status report on the progress made with the updating surveying manuals and

guidelines.

G338 VALUATIONS

NOT TO BE USED

Report 1

Provide, in respect of valuations done for acquisition purposes, a rolling 12 month bar chart by month showing;

- a) Number of valuations completed during the month, and total to date,
- b) Number of Agreements signed during the month, and total to date,
- c) Number of agreements outstanding, as the total to date,
- d) A bar chart indicating the number of agreements signed and valuations and agreements loaded into ITIS/SAP no later than five days after the due date indicated in the LAC programme vs. the number of those not loaded into ITIS/SAP in the same time frame.

G339 GENERAL PROPERTY MANAGEMENT

- a) A bar chart by month showing the number of agreements concluded vs. payment requests sent to Employer, number of proofs of payment received from the Employer, conveyancers appointed in respect of the agreements,
- b) A bar chart, by month, showing the number of deeds of sale concluded in the month, and the number of conveyancers appointed in the month in respect of such deeds,
- c) A report indicating the age analysis of concluded registrations made by conveyancers in 90 days and longer than 90 days categories, together with explanatory notes for those that have taken longer than 90 days to conclude.

G3310 LEGAL ISSUES

Provide a table indicating in rows the dates the issues became apparent, details of the issues, the status quo of the actions being taken, the attorneys appointed, any contingent liabilities and an estimate of legal costs.

G3311 LAND CLAIMS AFFECTING ACQUISITIONS

NOT TO BE USED

Provide a table indicating in rows, a sequential number, the relevant Government Gazette, its date and number, the RDS number of the property, the property description, its locality, National Route and section, the extent of land involved, dates of letters sent to the Land Claims Commissioner and others and the details thereof, and status quo comments.

G3312 ISSUES REQUIRING THE REACTION OF THE EMPLOYER

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

G3313 SUBCONTRACTING REPORT

Provide reports for each of surveying, property management and valuation as well as appointments of Third Parties and subcontractors in terms of the General Specifications, including;

- a) Name of appointee, telephone and fax numbers,
- b) Type of work,
- c) Brief description of scope of work / work items involved / terms of reference,
- d) Value of appointment,
- e) SMME percentage involvement,
- f) HDI percentage involvement,
- g) Percentage of tender price spent to date,
- h) BBBEE rating provided by an accredited rating agency

G3314 REPORT ON CONTRACT PARTICIPATION

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

G3315 TRAINING AND INTERNSHIPS REPORT

Provide a report indicating the names of the candidates involved, the institutions providing training (if any), the progress of the candidate to date, the value of the training, bursary or internship, the amount spent to date and the percentage spent, and any applicable comments.

G3316 EMPLOYMENT REPORT

Computer based software for capturing employment data is available from the Employer, which MUST be used on a continuous basis to capture the employment details of the Service Provider and all subcontractors. Proof in the form of a report from this software must be attached to each monthly invoice, before it will be paid by the Employer.

Required details will include, but is not limited to;

- a) Company name, registration number,
- b) Company contact person, contact details,
- c) BBBEE scorecard/affidavit? If so, which one and what level, expiry date?
- d) CIDB status if applicable,
- e) BBBEE status, i.e. EME, QSE non-compliant?
- f) Estimates of expenditure,
- g) Actual expenditure,
- h) Vendors categorised as Black, non-Black,
- i) Male/female/male youth/female youth and hours worked; training provided,
- j) Military veteran, and hours worked,
- k) Identity card image of each person employed.

G3317 BBBEE CONTRIBUTION

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

G3318 PAYMENT

Item	Unit
Monthly reporting requirements	
G33.1 Reporting	Month

Payment shall be paid monthly for all reports required to be produced, regardless of the number of individual reports contained in the report pack and regardless of the frequency of any of the reports required to be produced.

G3400 INFORMATION AVAILABLE TO THE SERVICE PROVIDER

G341 SCOPE

This section covers the property and property owner data available on the computer system of the Employer. It is dealt with in broad terms only, with more details being provided under the various sections of property administration.

G342 GENERAL

The property assets of the Employer have been captured on the Employer's computer system. Details which may be necessary for the work of the Service Provider include the properties defined by property name, their cadastral coordinates, ownership details (not all properties have been registered in the Employer's name as yet), details of the municipalities in which they fall, the values of properties, diagrams of lease areas, lessee details, etc. All data is geo-referenced and is viewable through a GIS interface.

Where applicable, the Service Provider shall be required to update the computer system with new data, verify existing and new data and where necessary, correct original data.

Where paper records must be kept, any file opened by the Service Provider must be correctly referenced in accordance with the National Archives and Records Services Act, and the Employer's file management system.

The Employer shall nominate a subcontractor (see section G2104) after commencement of the contract to procure data that includes;

- a) Spatial cadastral data: all cadastral data in a buffer 5 km either side of national road centrelines in rural areas, and 500 m either side of national roads in urban areas, updated quarterly.
- b) Title Deeds: All data since April 2007, which includes owner data and cadastral changes. This data is made available to the vendor by the Deeds Office and is updated monthly by the Employer.

The Employer is currently implementing SAP and it is expected that various interfaces will be created to work directly on the Employer's system. The Service Provider must therefore expect several changes during the earlier part of the contract of the interfaces available to it for administering the Employer's property.

The Service Provider will be consulted and may be required to contribute in meetings to these developments.

G4000 SECURITY

G4001 SECURITY

From time to time it might be required to appoint security for safeguarding of acquired land and/or for security to accompany surveyors in areas with high crime rates. It will be required from the Service Provider to:

- a. Procure the service of security companies on instruction by the Employer,
- b. Motivate to the Employer the procurement of security services for surveyors in high crime areas in the event that security is not available from RRM Contractors,
- c. Enter into agreements with Security Contractors
- d. Pay invoices from Security Contractors,
- e. Manage Security contractors in terms of deliverables and performance
 - a. Estimates of expenditure,

G4001 Security

Item		Unit
Payment of Security Contractors		
G40.01	Payment	PC Sum
G40.02	Markup	%