

SANRAL

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



**BUILDING SOUTH AFRICA
THROUGH BETTER ROADS**

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

**CONTRACT SANRAL
MP2026/001/68120/8004**

**FOR THE PROVISION OF OFFICE FACILITY
MANAGEMENT FOR SANRAL
MPUMALANGA PROVINCIAL OFFICE (16
JONES STREET, MBOMBELA)**

BASE DATE: SEPTEMBER 2026

**TENDER DOCUMENT
BOOK 3
VOLUME 1**

**CHIEF EXECUTIVE OFFICER
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Set sequential
number

PART C3: SCOPE OF WORK

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C3 SCOPE OF WORKS

C3.1 GENERAL REQUIREMENTS

SCOPE

This section covers matters which relate to the contract, as a whole. Matters covered by the General Conditions of Contract are not repeated in this section, except where necessary for providing more detailed information.

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 (Project Manager), but if issued by e-mail, it 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 or Prime Cost Sum shall only be incurred upon the issuance of a Contract Instruction.

COMMENCEMENT DATE shall be date of the start of the performance of the service and shall be which shall be not more than 21 calendar days after the date of the issuing of the C1.1.2 Form of Acceptance or as agreed by the employer.

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

CONTRACT PRICE ADJUSTMENT shall be applicable to certain pay items in accordance with Clause C1.2.6 of the Conditions of Tender

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

INTEGRATED TRANSPORT INFORMATION SYSTEM (or "ITIS" system) shall mean the Employer's web enabled graphical user interface that connects to an Oracle database warehouse. ITIS consists of many modules and shall later be replaced by a SAP module for facility management.

LUMP SUM is an amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

PRIME COST SUM (PC Sum), 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. Note that VAT is calculated on the value of all claimable items submitted to the Employer for payment. Spending or not spending PC Sum items, shall not cause an adjustment of the Contract Price.

PROVISIONAL SUM (Prov 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. It shall normally be used where the quantity or exact description of the work to be done is not known, and/or where the product to be delivered is generally available from several suppliers, from whom quotations can be obtained. 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 aspects of facility/property management not covered by Third Parties / Third Party Subcontracts.

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

A **TARGETED ENTERPRISE** is an entity to which the Service Provider subcontracts a percentage of the contract value as set in the Specification Data, acting in the capacity of a Subcontractor or JV partner, and

- the Contractor does not have any equity holding in the enterprise, either directly or through a flow through calculation in accordance with the amended Construction Sector Code of Good Practice published in Notice 931 of 2017 in Government Gazette No. 41287 of 2017 in terms of the Broad Based Black Economic Empowerment Act (Act 53 of 2003); and
- is registered in terms of the Company's Act (Act No. 71 of 2008) or Close Corporation Act (Act No. 69 of 1984); and
- its ownership adheres to the Specific Goals as set in the Specification Data; and
- is registered with National Treasury's Central Supplier Database; and
- is tax compliant prior to award of a subcontract; and
- is CIDB registered where applicable; and
- is COIDA compliant prior to award of a subcontract where applicable.

A Targeted Enterprise may be a:

- subcontractor subcontracted to execute a portion of the Scope of the Works,
- manufacturer that operates or maintains a factory or establishment that produces materials or goods,
- supplier that owns, operates or maintains a store, warehouse or other establishment in which goods are kept in stock, which was bought in its own name, and regularly sold to other parties in the usual course of its business,
- service provider who provides professional, technical, or managerial services, including those required for the acquisition of personnel, facilities, equipment, and goods.

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, but are not limited to conveyancing, the handling of illegal occupations, facility / property maintenance, 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. Categories of work for which a prior approved Works Authorisation is required, are as follows:

- Scope change WA's – additional work (not in specifications) that did not go out for competitive

bidding (Deviation).

- Provisional sums - only where no competitive bidding was done for work under the provisional sum for a value greater than R1 000,000.00 (Deviation).
- Emergency or urgent work – everything classified as emergency or urgent where no competitive bidding was done (Deviation).
- Invited/closed tender – all contracts above threshold where not gone out to public tender (Deviation).
- Single source appointment (Deviation); Appointment of specialists without going out for competitive bidding (Deviation).
- Expenditure under a provisional sum is not a variation but may result in a variation where the cumulative amount exceeds 20% or R20m of the contract amount. Expenditure under a provisional sum can never be a deviation unless no competitive bidding process was followed for values greater than R1 000,000.00 Current best practice is always to use a competitive tendering process to procure under a provisional sum, unless there is a compelling reason why it cannot be divorced from the current works and let on competitive tender.

PROGRAMME OF WORK

GENERAL REQUIREMENTS

The Service Provider shall base its initial programme of work on the last maintenance programme prepared by the previous Service Provider. Thereafter, the Service Provider shall provide further programmes to accommodate the requirements of the Employer. The initial programme shall be provided with 14 days of the commencement date of the Contract.

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 in writing 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 it may be entitled in terms of the Conditions of Contract for delays to, or disruption of its 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.

MEASUREMENT

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.

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.

PAYMENT

CONTRACT RATES

In computing the final contract amount, payment shall be based on the actual quantity of authorised work done and approved by the Project Manager 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 it 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.

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.

THE MEANINGS OF CERTAIN PHRASES IN PAYMENT CLAUSES

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 its rates shall be inclusive as specified in the clause concerning Payment.

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.

PAYMENT

Unless otherwise arranged with the Employer, invoices shall be prepared in Microsoft Excel, or be exported to Microsoft Excel, and shall be submitted via email. All formulas within the spreadsheet must be visible to enable the Employer to assess whether 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 invoice must reflect the previous cumulative quantities claimed for, the work done during the interval since the last invoice and the cumulative amount claimed to date for all payment items.

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

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.

CONTRACT PRICE ADJUSTMENT

Where so indicated under measurement and payment, prices or rates will be subject to adjustment for escalation as provided for below:

The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.

On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the 12-month year on year Consumer Price Index (CPI, as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.

Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.

Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.

The value of each invoice issued by the Service Provider shall be increased or decreased by the amount obtained by multiplying "Ac", as defined later 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 "o" denotes the Consumer Price Index valid for the month in which tenders closed (base month).
- 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 invoice relates.

If any index relevant to any particular invoice 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 invoice.

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:

- “T” is the sum of the total value of all work, including preliminary and general items and all work done, as certified in the invoice under consideration, without any deduction whatsoever and before any adjustment made in terms of the Schedule.
- “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 Works Authorization, where special arrangements for price adjustments in respect of those amounts are made and recorded at the time that the work was ordered.
- “W” is the amount (also included in “T”) that is claimed for any “Day work” executed at Cost, plus tendered percentage allowances, if any, allowed for in the Specifications.
- “Ap” is the sum of all “Ac” amounts previously paid in respect of all invoices preceding the invoice under consideration.

Assessment of indices if invoices are not submitted monthly

If more than one month intervenes between the month applicable to any previous invoice and the month applicable to the immediately succeeding invoice, then the index applicable to the succeeding invoice 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.

OFFERS TO PERFORM DUTIES BY ALTERNATIVE METHODS

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

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 its 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 shall be liable for any damage arising therefrom and it shall, at its 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 and within the time-frame specified by the Project Manager.

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 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 its own risk.

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 it 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 always 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. The Service Provider shall not be entitled to any compensation for any services until remedial works have been performed to the satisfaction of the Employer.

AUTHORISED MEASUREMENTS AND TOLERANCES

The Service Provider shall ensure that any work performed complies with the highest standards and where applicable, SANS and/or legal requirements, failing which, the work performed may be rejected. Acceptance of any Work shall be at the sole discretion of the Employer, which approval shall not unreasonably be withheld.

MEETINGS

The Service Provider shall attend regular meetings with the Employer as may be required by the Employer at the location of the service, at dates and times to be determined by the Employer. Apart from the rate tendered for meeting services, the Service Provider shall not charge any fee of the Employer for the attendance of such meetings and the cost of attending meetings shall be included in the tendered rates subject to the approval of the Project Manager.

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 always 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 as 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) National Environmental Management Act 1998 (Act 107 of 1998),
- k) National Heritage Resources Act 1999 (Act 25 of 1999),
- l) National Water Act 1998 (Act 36 of 1998),
- m) The Amended Property Sector Code, published in the Government Gazette, No. 40910 of 9 June 2017.
- n) The National Building Regulations and Building Standards Act 1977 (Act 107 of 1977)

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 responsibility of the Service Provider, who shall be held fully responsible for providing a dry, insect and vermin-free, dust and dirt-free, fire-proof indoor environment for their storage. Electronic back-ups shall be kept at a different location.

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 it using and operating buildings to which the public has access, and shall manage and mitigate any potential health, safety or public perception risk.

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 successful Service Provider with a proforma to be used in the preparation of the risk register.

REPORTING

The Service Provider shall provide reports as specified in these specifications.

The Employer shall be implementing a SAP-based system for managing its facilities over the period of the contract. Once this is available to the Service Provider, it shall be kept up to date and all reports shall be produced using the Employer's system as far as possible, failing which, the Service Provider shall continue to report manually.

The Employer's computer system 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 IT related matters.

It must be noted that individual users will be required to registered as such on the Employer's IT system and will need to provide identification documentation while doing so. No person will be allowed to use the system unless logging in using its / her own name and log in details.

If any problems are encountered in the use of IT by any user, the individual user must report the problems to the Employer each 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.

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.

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 its own management of the processes followed in the execution of its duties.

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 through 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.

FAIR COMPETITION

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

VALUE AND EFFICIENCY OBJECTIVES

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 always 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.

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, services and service providers 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 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 and repudiating and avoiding all business practices which are improper, and which are in discord with accepted moral principles.

GIFTS AND HOSPITALITY

Gifts of money or goods and services, 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.

CORPORATE GOVERNANCE

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 and
- 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 legislative Compliance Officer for the purposes of this contract. There will be no separate compensation for providing a Compliance Officer and the cost shall be deemed to be included in the tendered rates.

OCCUPATIONAL HEALTH AND SAFETY

This section must be read in conjunction with Annexure A of this document.

The Service Provider shall conform in all respects with the OHS Act and Regulations, shall provide all necessary training, appoint the appropriate personnel with the applicable qualifications, develop and maintain OHS manuals and procedures and report monthly to the Employer concerning Occupational Health and Safety matters.

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

Prior to commencing any services, the Service Provider must provide the Employer with a 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. The Employer may direct the Service Provider to undertake any actions to remedy unsafe working conditions, all at the Service Provider's cost.

It is important to note that some of the property maintenance activities to be performed by the Service Provider fall under the Construction Regulations of the OHS Act, and the Service Provider must take care that all the correct procedures are followed to ensure compliance.

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

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

Wherever so required, the Service Provider shall designate qualified and accredited members of its personnel to take responsibility for Occupational Health and Safety. There will be no separate compensation for providing an Occupational Health and Safety service and the cost shall be deemed to be included in the tendered rates.

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 under 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.

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.

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.

PAYMENT OF OTHERS

The Service Provider shall ensure the payment of sub-contractors and any third party engaged in providing services to the Service Provider within 30 days of invoice by these entities. 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 in Section 3200.

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.

KEY PERSONNEL AND OTHER IDENTIFIED RESOURCES

It is expected by the Employer that the Key Personnel **and other identified resources** listed in the Returnable Schedules at the time of tender will be available over the full period of the contract.

The following key persons shall form part of the quality criteria:

Key Persons:

Contract Manager

Other Identified Resources

Facility Manager (if 197 not scored - see below for details)

Technical Assistant (if 197 not scored - see below for details)

Procurement Officer

Compliance Officer

Data / ITIS / SAP capturer/Admin Assistant

ROLE SPECIFICATION FOR KEY PERSON AND OTHER IDENTIFIED RESOURCES

Contracts Manager

- Serve as the main point of contact between the client and the FM service provider for contractual matters.
- Develop strong relationships with key stakeholders.
- Coordinate with operations and technical teams to address service issues promptly.
- Develop and maintain a strategic account plan aligned with the client's long-term objectives.
- Propose and implement innovative solutions to improve cost efficiency, compliance, and workplace experience.
- Oversee the financial performance of the account.
- Ensure accurate forecasting, budgeting, and cost control.
- Identify and implement cost-saving opportunities without compromising service quality.
- Ensure that FM services are compliant with health, safety, environmental, and legal regulations.
- Proactively manage risks and business continuity plans.
- Lead and motivate the onsite or dedicated FM team.
- Ensure proper staffing, training, and performance management for account personnel.
- Stay informed of FM industry trends and share insights with the client.
- Attend monthly client meetings with FM team and client representatives.
- Compile and submit monthly billing timeously.
- Must be available 24/7 or make contingency plans, to respond to after hour emergencies.
- Draw up tender and quotation specifications as per the client's needs.
- Assist with basic administration and reporting.
- Stand in for the Facility Manager during absences, when appropriate.

Facility Manager

- Ensure buildings are properly maintained (plumbing, electrical, HVAC, structural, etc).
- Schedule and oversee preventative and corrective maintenance.
- Manage service contracts and relationships with contractors and technicians.
- Ensure compliance with the Occupational Health and Safety Act (OHSA) and other related legislation.

- Manage waste disposal and sustainability initiatives, including water and energy conservation.
- Manage budgets for maintenance, utilities, and capital improvement projects.
- Serve as the main point of contact for client regarding issues like repairs and complaints.
- Handle facility-related communication and service level agreements (SLAs).
- Oversee and monitor building management systems (BMS), access control, CCTV, fire detection, elevator systems, etc.
- Implement smart building technologies where applicable.
- Ensure that systems meet local standards and are up-to-date.
- Oversee office moves, refurbishment projects, and workspace planning.
- Respond to facility emergencies (e.g., power outages, floods, fires).
- Must be available 24/7 or make contingency plans, to respond to after hour emergencies.
- Maintain documentation such as building plans, safety files, inspection reports, and permits.
- Oversee renovations, upgrades, and construction projects.
- Manage timelines, budgets, and contractor performance.
- Manage all subcontractor staff and ensure scheduled services are done according to SLA's.
- Attend monthly client meetings and give feedback on subcontractor performance and status of projects, etc.
- Receive and process subcontractor invoices.
- Receive and process subcontractor and adhoc quotations and follow correct procurement processes.
- Work directly with the building manager assistant to ensure constant upkeep of the premises.
- Provide input into tender and quotation specifications as per the client's needs.

Technical Assistant to the Facility Manager

- Assist in overseeing routine maintenance and repairs (HVAC, plumbing, lighting, etc.).
- Report equipment or infrastructure issues to the Facility Manager.
- Coordinate access of contractors.
- Monitor work to ensure compliance with safety and quality standards.
- Assist in conducting safety inspections on contractor staff, related to PPE.
- Carry out tasks delegated by the Facility Manager.
- Contribute to continuous improvement efforts for building operations.
- Assist in issuing the client with consumables and stationery if the Facility Manager is not available.
- Ensure appropriate that appropriate stock taking procedures are followed.
- Ensure that all tools and maintenance equipment are kept clean and safe.

Procurement Officer

- Drafting tender documentation – Assist in preparing Request for Proposal (RFP), Invitation to Tender (ITT), Request for Quotation (RFQ), and associated documents.
- Scope clarity – Work with facilities and technical teams to define and document the scope of work, service specifications, and evaluation criteria.
- Procurement planning – Help develop tender timelines and ensure deadlines are met.
- Market research – Identify potential suppliers or contractors.
- Prequalification – Assist in screening vendors based on credentials, past performance, financial stability, and compliance with legal or safety requirements.
- Publishing tenders – Coordinate the advertisement of tenders through company portals, newspapers, or procurement platforms.
- Managing queries – Handle supplier questions and clarifications during the tendering period.
- Document control – Ensure all tender submissions are received, recorded, and securely stored.
- Opening process – Participate in or support the formal bid opening process, ensuring fairness and transparency.
- Administrative checks – Verify that bids meet submission requirements (e.g., forms completed, documents included).
- Collate evaluation data – Help compile evaluation reports and support technical and commercial evaluation teams.
- Award process – Support the process of notifying successful and unsuccessful bidders.

- Documentation – Prepare contract award letters and ensure contract documentation is signed and stored properly.
- Regulatory compliance – Ensure tendering processes comply with internal policies and procurement laws.
- Documentation – Maintain accurate records of the entire procurement cycle for audits and reporting.
- Onboarding – Assist with the administrative setup of new vendors or contractors in the system.
- Performance monitoring – Help track vendor performance, contract milestones, and compliance with service-level agreements (SLAs).
- Status updates – Provide reports on tender progress, contract status, and procurement KPIs to management.
- Liaison – Act as a bridge between procurement, facilities teams, finance, and suppliers.
- Compile draft SLA's for all contracts and submit to Building Manager for vetting.
- Ensure that due diligence and accuracy is maintained at all times.

Compliance Officer

- Ensures an organization adheres to internal policies, external laws, and industry regulations by monitoring operations
- Conducting audits
- Developing compliance programs
- Training staff
- Reporting findings
- Identifying risks
- Establishing procedures to mitigate non-compliance
- Communicating complex regulations
- Managing relationships with regulatory bodies.

Data / ITIS / SAP capturer/Admin Assistant

- Ensure that contractor staff demographic information (race, gender, disability status, etc.) is accurately captured in the system.
- Configure or use existing modules in HR or ERP systems (e.g., SAP, ITIS, Oracle, SAGE) to reflect contractor data alongside permanent staff.
- Ensure correct classification between permanent and contractor staff, as reporting requirements may differ.
- Support the HR and transformation departments in meeting regulatory compliance by maintaining up-to-date records required for:
 - Employment Equity Reports (EEA2 & EEA4)
 - B-BBEE scorecard audits
- Ensure the system is aligned with Department of Labour reporting standards for equity.
- Control access to sensitive personal data to ensure compliance with POPIA (Protection of Personal Information Act).
- Validate the completeness and accuracy of the contractor data input into the system.
- Generate or support the generation of internal and external reports on workforce demographics.
- Provide dashboards or reports to stakeholders for:
 - Tracking transformation targets (race and gender ratios)
 - Informing strategic HR decisions
- Work with HR, Procurement, and Compliance departments to ensure contractor data is collected at onboarding and updated regularly.
- Help interpret system requirements or limitations for non-technical users.
- Identify opportunities to improve how demographic contractor data is captured and reported.
- Participate in upgrades or integration projects to ensure seamless demographic tracking across platforms (e.g., integrating biometric or access control systems with HRIS).
- Ensure that the submission of the ITIS reports meets SANRAL's standards.

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 **or other identified resources** 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 other identified resources**, or how it wishes to restructure its business for the consideration of the Employer. Such proposal is subject to the approval of the Employer and replacement staff should be of the same or better qualification and/or experience.

The Service Provider shall be liable to a penalty, as described in these specifications, if any of the Key Personnel **or other identified resources** 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.

Please note that the newly appointed Service Provider will have to comply with the following regulations in terms of Section 197 of the Labour Relations Act

- The newly appointed Service Provider acknowledges and agree to comply with section 197 of the Labour Relations Act, Act 66 of 1995, should the termination of the Services or part of the Services provided by the current Service Provider ("**the Supplier**") find application of a transfer of a business to the New Service Provider appointed by the Employer.
- In the event that a transfer of the whole or part of the Supplier's business to a New Supplier in terms of section 197 of the LRA finds application:
- The New Supplier undertakes to comply with all of its obligations as contained in section 197 of the LRA, including, but not limited to, giving effect to the transfer of the Transferring Employees to the New Supplier, as the case may be and concluding the necessary agreements with regards to the accrued liabilities owing to the Transferring Employees in accordance with section 197(7) of the LRA.
- The Employer may, in appropriate circumstances and in its sole and absolute discretion, require the New Service Provider to take all steps reasonably available to it to procure the conclusion of appropriate agreements in terms of section 197(2) read with section 197(6) of the LRA and/or to re-deploy any of the Transferring Employees such that their transfer to the New Service Provider in terms of section 197 of the LRA is avoided. The New Supplier undertakes that in the event that it so requires, it will use its best commercial endeavours and take all steps reasonably available to it to secure the conclusion of such agreements with the Supplier in terms of section 197(2) and (6) of the LRA and/or the re-deployment of the relevant Transferring Employees.
- The New Service Provider indemnifies and holds the Employer harmless against all and any claims (including all legal costs on an attorney/client scale) which any Transferring Employee may attempt to pursue against the Employer arising out of the transfer of his or her employment to the New Service Provider and/or any changes to such Transferring Employees' terms and conditions of employment.

The Average Monthly Cost to the current Service Provider per category listed in the following table:

Staff Category Description	Total Cost of Employment
Facility Manager	R 35 000
Technical Assistant	R 20 000

SECURITY OF ELECTRONIC DATA

Excepting for the data that is entered in the IT 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.

1200 ESTABLISHMENT FOR FACILITY MANAGEMENT SERVICES PROVISION AND TIME RELATED OBLIGATIONS

1201 SCOPE

This section covers the setting up of the Service Provider's organisation to manage this contract and its general obligations thereafter. It covers recurring general obligations, risks and liabilities and general items of cost not covered elsewhere.

1202 ESTABLISHMENT

The Service Provider shall, after the award and acceptance of the contract, position itself to commence with the works within the time allowed 14 days 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 are of a once-off, fixed cost nature should be included in the tendered rate.

The Employer will provide an approximately 20 square meter office to the facility manager and technical assistant for the exclusive use of the Service Provider in the facility being managed and for the duration of the contract at no cost to the Service Provider. It is expected that the building manager will occupy this office on a full-time basis to be available to the Employer at all times.

1203 MONTHLY 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 its 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, phone and data costs, 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.

1204 PAYMENT

Establishment for property Establishment for Facility Management services provision

Item	Unit
12.01 Establishment for Facility Management property services provision	Lump Sum
12.02 Time related obligations	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 as well as all and any further establishment costs not included elsewhere in the Schedule of Quantities.

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. It shall also include legislated and contractual OHS requirements, 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 monthly rate 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 sum of all items under this section over the full period of the contract may not exceed 15% of the total tender amount, VAT excluded.

1300 TRANSITIONAL ARRANGEMENTS

1301 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.

1302 TAKING OVER OPERATIONS

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

To facilitate a smooth handing over process, this contract provides for the new Service Provider to employ the previous Service Provider 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 as a PC Sum item, using the payment items provided. Payment of the previous Service Provider shall be made within 7 days of the Service Provider receiving payment from the Employer.

The previous Service Provider had numerous subcontractors performing facility management functions. These subcontracts all contained a provision allowing for the previous Service Provider to be replaced by the new Service Provider and it is therefore a condition of this contract, that the Service Provider assumes the role of the contractor in each subcontract.

The Service Provider shall then administer these contracts until they terminate and ensure that replacement services have commenced by the time the previous service is terminated. The Service Provider shall be liable for penalties if it is left without any of the services through delays on the part of the Service Provider.

The existing terms and conditions of the subcontracts will continue to apply, with the Service Provider receiving payment for the services of the subcontractors.

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 work programme existing at the time, and in liaison with the previous Service Provider and within 21 calendar days prepare a plan indicating how it will commence its operations, using the work 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 measures required to be undertaken to ensure a smooth transfer of duties to the Service Provider. Meetings with the previous Service Provider during taking on will not be remunerable and shall be deemed to be included in the monthly rate tendered for taking on operations.

When planning the taking on of operations, the Service Provider must consider that records exist in both the Employer-contracted Off-site Storage facilities, as well as in the offices of the previous Service Provider. All the Employer's archived records are stored at the Employer's Off-site Storage Service Provider. The Employer's current records are onsite and have been retrieved from the Employer's Off-site storage Service Provider for future reference purposes.

Access to the Employer's archived records is only available upon approved authorisation from the Employer's designated Records Manager.

Access control over all records that are archived at the Employer's Off-site Service Provider, shall be taken over by the Service Provider during the initial contract period. According to the terms and conditions as agreed upon with the Service Provider and the Employer.

After commence date of the contract the Service Provider must facilitate the hand-over of the records, within 7 days. The Service Provider shall be responsible for the transfer process of all the records. The new Service Provider will then be the custodian of the records and also manage these records thereafter.

1303 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 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 Employer's IT system.

A 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 every 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 measures 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.

1304 PAYMENT

Taking over operations

Item		Unit
13.01	Engagement of previous Service Provider	PC Sum
13.01(a)	Mark up on engaging previous Service Provider - Item 13.01	Percent

13.02	Plan and program taking on operations	Lump Sum
13.03	Taking over files and documentation	Lump Sum
13.04a)	Cost of Transport - files and documentation	PC Sum
13. 04(b)	Administration of transport - Mark up on Item 13.04(a)	Percent
13.05	Taking over operations	Month

Payment for engaging the previous Service Provider for the taking over period shall be remunerated at cost as per invoice from the previous Service Provider., for which a mark-up shall be paid at the tendered rate. The rate tendered (%) for handling cost under item 13.01(a) is for the mark-up on the costs incurred by the Service Provider in paying the previous Service Provider.

Payment for planning and programming of taking over 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 the tendered kilometre rate on the distance agreed by the Project Manager and will only be due if files are relocated to or from the location of the facility. Cost, with an administration fee being paid at the tendered percentage.

Payment for taking over 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., and the implementation of a quality management system.

Handing over of operations

Item	Unit
13.06 Plan and programme handing over operations	Lump Sum
13.07 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 to a new Service Provider, and the termination of operations at contract expiry / termination date.

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.

1400 HANDLING OF DOCUMENTATION

1401 SCOPE

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

The work under this section is part of the day-to-day duties of the Service Provider and shall be covered by other items, such as, for example, the monthly establishment charges.

1402 GENERAL

The Service Provider shall maintain the records strictly according to the National Archives and Records Service Act (NARSSA). Regulations..

Unless otherwise stated the Service Provider shall be responsible for these records management duties and costs thereof, in accordance with NARSSA regulations..

The Service Provider shall only procure and use properly licensed software as per NARSSA regulations..

The Employer utilizes various Off-site Storage facilities for archiving of records. All closed records shall be barcoded and recorded on NARSSA prescribed archive form. These closed records shall be archived strictly according to the NARSSA regulations. The closed records shall be barcoded, boxed, indexed as per NARSSA regulations for Off-site storage. The Service Provider must ensure that the correct recording of the take on records for archiving to the Off-site storage. The archiving process must be done correctly, in order to avoid retrieval challenges of these archived records.

1403 DOCUMENTATION AND FILING

1403(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, subject to provided that the prior approval of the Employer is obtained.

The Employer utilizes an electronic document management and retrieval system, currently "EDMS", 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 diagrams generated through the carrying out of its duties into EDMS 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. As and when required.

1403(b) MANAGEMENT OF FILES AND CORRESPONDENCE

The Service Provider shall immediately after generating or receiving a document of any kind ensure that it is placed on the document retrieval system of the Employer (currently EDMS) and thereafter place a copy of the document on the correct file. When any case has been completed, the case file shall forthwith be coded, placed in a coded box and be sent to the document 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 document storage facility. . As and when required.

1404 REQUIREMENTS FOR PAPER DOCUMENTATION

The Service Provider must be abreast of NARSSA legislation and requirements, with the maintenance of these records.

All records generated shall be strictly maintained according to the approved NARSSA File Plan and managed as per NARSSA regulations thereof. The approved NARSSA File Plan shall be provided by the Employer to manage these records.

1405 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 dispatch of the

correspondence, the recipient or sender, 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 to 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.

1500 REIMBURSABLE COSTS

1501 SCOPE

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

- a) Direct costs for scrutiny, inspections, certifications, application and other formal charges raised by competent authorities,
- b) Any other costs incurred on behalf of the Employer with the Employer's approval,

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

No costs of travel and subsistence are included in this contract and are therefore not remunerable. These costs are deemed included in the tendered rates.

1502 FORMAL CHARGES PAID BY THE SERVICE PROVIDER

Direct costs for scrutiny, certifications, inspections, application and other formal charges raised by competent authorities and persons are reimbursable to the Service Provider by the Employer. The Employer shall also reimburse the Service Provider for any costs raised by other authorities for inspections, certifications and the scrutiny of work produced by the Service Provider.

1503 OTHER COSTS INCURRED ON BEHALF OF THE EMPLOYER

All costs incurred on behalf of the Employer and approved by the Employer by means of a Contract Instruction prior to incurring the expense, shall be subject to a surcharge mark-up at the tendered percentage rate. The surcharge indicated will allow for all costs such as organisational costs, administrative costs, and financing costs and profit.

1504 PAYMENT

Reimbursable Costs

Item		Unit
15.01	Formal charges	PC. Sum
15. 01(a)	Mark up on formal charges – Item 15.01	Percent
15.02	Other costs approved by the Employer	PC. Sum
15. 02(a)	Mark up other costs approved by the Employer – Item 15.02	Percent

Charges shall be reimbursed at proven cost with a mark-up being paid at the tendered percentage.

For all items above, proof of reimbursable costs, plus, where applicable, calculations of the mark-up 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 two years.

2100 PROCUREMENT AND CONTRACT PARTICIPATION

2101 SCOPE

The Service Provider shall perform the function of a facility manager and shall procure and manage all “domestic” services and maintenance through the appointment of subcontractors.

These specifications cover the various forms of subcontracting by the Service Provider and the timeous procuring of services in accordance with the Maintenance Management Plan or upon the instruction of the Employer.

It is envisioned that the Service Provider will replace the previous Service Provider as the Client in the existing subcontracts, which will continue to run their course until completion.

2102 SUBCONTRACTING DIARY / PROGRAMME

The Service Provider shall keep a programme on a Microsoft Excel Spreadsheet that indicates, as a minimum,

- a) Due date for new tender documents to be completed,
- b) Due date for bid specification meeting,
- c) Due date for Employer approval of tender documents,
- d) Due date for tender advertisement,
- e) Due date of tender briefing,
- f) Due date for closure of Q&A of bidders,
- g) Due date for tender closing,
- h) Due date for completion of tender evaluation,
- i) Due date for approval by Service Provider's Board Bid Evaluation committee,
- j) Due date for approval by Employer ,
- k) Due date of contract award,
- l) Due date for handover meeting and,
- m) Due date for commencement of contract.

2103 SUPPLY CHAIN MANAGEMENT REQUIREMENTS

The content of this Section is selected from the Supply Chain Management Policy of the Employer for the sake of highlighting certain matters, and in no way limits the responsibilities of the Service Provider regarding the SCM rules. Should anything included in this Section conflict with the SCM policy approved by the SANRAL Board of Directors of the Employer, these specifications shall be disregarded insofar as the conflict is concerned.

The Service Provider shall apply its best efforts to achieve value for money in the procurement of subcontractors and Third Parties.

In so doing, the Service Provider shall, during the pre-tender stage;

- a) Assess the specific SCM procurement needs for the different work packages and value of work involved, familiarise himself with the requirements and ensure compliance consider all alternative means of satisfying those needs,
- b) Include any requirements in respect of the Charters applicable to the various disciplines of work, and comply with the PFMA requirements,
- c) Ensure local business capability and capacity is considered during tender document design (i.e. perform a “market analysis”),
- d) Specify the work to be done in clearly understandable language, in collaboration with the Employer,
- e) Avoid creating bias in favour of any tenderers in tender documentation,
- f) Provide for penalties in subcontracts to ensure that all unnecessary costs, losses or damages incurred or sustained as a result of the contract, are recovered, and that poor performance is discouraged.

Tender advertisements shall be placed with advertisers in accordance with the SCM policy in at least three widely read and representative newspapers. Due consideration shall be given to the languages spoken in the area that tenders are to be advertised.

The Service Provider shall allow enough time for tenderers to prepare complete bids, which shall not be shorter than 21 days.

The procedures for opening of tenders, especially as far as single and two-envelope systems of tender are concerned, must be followed.

The evaluation of tenders must follow a formal evaluation process. The tender evaluation report produced 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 BBEE 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, proof of CSD registration, letter of Good Standing with Department of Labour and provide an assessment of the tenders in terms of the Preferential Procurement Act.

Awarding contracts and procurement in general, as provided for in the Delegations of the CEO of the Employer to the Service Provider, or in terms of any other authority that may be formally conferred upon the Service Provider by the Employer.

The Service Provider must note that the requirements of various policies and legislation governing Supply Chain Management are applicable to the Employer and to the Service Provider where;

- a) Prime Cost and Provisional Sums are concerned,
- b) The Service Provider procures and supervises contracts on behalf of the Employer, also known as "second tier procurement".

The Service Provider shall always be fully conversant and comply with the latest requirements in legislation and the policies of the Employer regarding Supply Chain Management as far as Prime Cost and Provisional Sums are concerned.

The goods and services for which the Service Provider engages its own subcontractors and suppliers, or partners and joint venture partners, and in which the Employer has no contractual relationship or interest, are not subject to SCM legislation and the policies of the Employer. However, where money is spent and the costs are remunerable from Prime Costs, Provisional Sums and the appointment of Third Parties, the Service Provider is subject to the Employer's requirements for second-tier procurement.

It shall be the Service Provider's sole responsibility to keep itself fully updated with the requirements of Treasury regarding Supply Chain Management by regularly visiting their website. If the Employer has further requirements or policies in this regard, the Employer shall convey them to the Service Provider, who shall also comply with them.

The Service Provider shall not consider and apply any single, or any portion of any one of the applicable policies and legislation in isolation of any other part, but shall deal with procurement under this contract, always taking the full suite of policies and legislation into consideration.

For the convenience of the Service Provider, the following legislation and policies are provided in respect of procurement, but must not be considered as a complete list of all applicable legislation and policy;

- a) The Constitution of the Republic of South Africa, Act 108 of 1996,
- b) The Competition Act, Act 89 of 1998,
- c) Public Finance Management Act, Act 29 of 1999,
- d) Policy on Preferential Procurement Framework Act, Act 5 of 2000,
- e) Promotion of Administrative Justice Act, 3 of 2000,
- f) Promotion of Access to Information Act 2 of 2000,
- g) Municipal Finance Management Act, Act 56 of 2003,
- h) The Broad- Based Black Economic Empowerment Act, Act 53 of 2003,
- i) Policy to Guide Uniformity in Procurement Reform Processes in Government, 2003,
- j) Supply Chain Management – A Guide for Accounting Officers / Authorities, 2004,

- k) The Prevention and Combating of Corrupt Activities Act, Act 12 of 2004,
- l) Treasury Regulations, 2005,
- m) Regulations of the Policy of Preferential Procurement Framework Act, 2011 and,
- n) Policies adopted by the Board of Director of SANRAL.

It must also be noted that as of 2005, various Practice Notes and Instructions were issued by National Treasury that further regulate SCM practices, all of which shall be obtained and applied by the Service Provider.

2104 CONTRACTUAL RELATIONSHIPS

The Employer shall have no contractual relationship with any sub-contractors. However, if a sub-contractor is found by the Employer to be incompetent, the Employer may request the Service Provider to provide a sub-contractor with qualifications and experience acceptable to the Employer as a replacement, or to assume the performance of the relevant part of the services itself.

The Service Provider shall advise the Employer without delay of the variation or termination of any sub-contract for performance of all or part of the Services.

The Service Provider shall be responsible for the acts, defaults and negligence of sub-contractors and their agents or employees in the performance of the services, as if they were the acts, defaults or negligence of the Service Provider, its agents or employees. Approval by the Employer of the sub-contracting of any part of the contract or of the engagement by the Service Provider of sub-contractors to perform any part of the services shall not relieve the Service Provider of any of its obligations under the Contract.

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

2105 FORMS OF PROCUREMENT

Prior to conducting any procurement, the Service Provider shall approach the Employer with a recommendation as to which form of procurement (quotation, invited or open tender, etc.) is to be followed.

Unless there is a compelling reason approved by the Employer to use sole suppliers, contracts are to be made available to as many contractors as possible, using any of the means allowed, which include, but are not limited to;

- a) By means of panels and lists of service providers,
- b) By means of obtaining quotations,
- c) By way of tenders,
- d) By any other way provided for in terms of legislation applicable to the Employer and any policy or directive document that the Employer imposes on the Service Provider as a requirement.

The Service Provider shall note that, from time to time, the National Treasury publishes Regulations and Practice Notes, and the Employer adopts policies and procedures which govern procurement. Wherever the Employer has no choice but to implement any such requirement, the Service Provider shall be instructed accordingly. Wherever this leads to additional costs to the Service Provider for which it seeks compensation, the onus shall be on the Service Provider to prove the extent of these costs, and to prepare a detailed submission to the Employer for consideration.

2106 THE GATEWAY POLICY

The Service Provider shall sublet a minimum of 30% of the final contract value to targeted enterprises.

2107 PRO-FORMA SUBCONTRACT DOCUMENTS

Upon commencement of the contract, the Service Provider will be provided with the current contracts that must be managed.

The Service Provider shall, wherever agreements / contract documents are to be used frequently and they are not available from the Employer, draft pro forma agreements / contracts for the consideration of the Employer. This is to simplify further procurement.

The Service Provider shall, for each service or task intended to be outsourced or subcontracted thereafter, finalise a set of tender documents based on the approved pro- forma contract document, always taking into account that the documents shall be prepared, advertised for tender, received, evaluated and further dealt with in strict conformance with the requirements of the Supply Chain Management legislation and SCM policy of the Employer, Treasury Regulations and Practice Notes, the Preferential Procurement Act, the legislation governing BBBEE and the Property Sector Charter.

Tender documents shall be made available on electronic media.

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

2108 APPOINTING THIRD PARTIES

From time to time, it may be necessary for the Service Provider, with the approval of the Employer, to procure the short to medium term services of Third Parties for specialised services and advice. The Employer will reimburse the actual costs incurred by the Service Provider in this regard and be paid a mark-up.

The Service Provider shall submit a detailed work description, terms of reference or specification in respect of the services to be rendered by the prospective Third Party to the Employer for approval, and recommendations concerning whether the services are to be procured by tender.

Generally, a high level of expertise is required to perform the services required under the contract. It is important that only firms and individuals that have the necessary experience to perform the services required should be considered for appointment. Depending on the skills required, the Employer shall either designate a person or entity to undertake certain work as a Third Party or require of the Service Provider to follow a tender process.

In cases where previously disadvantaged individuals and emerging firms do not have enough experience or expertise to carry out the work on their own, they should be given an opportunity to become involved through a joint venture with another company in an attempt to build up experience and expertise.

Any proposed appointment of a professional or a specialist entity must be assessed on its / his / her capacity to perform the duties required. The Service Provider shall ascertain which staff will be dedicated to the project and what their experience and capabilities are before recommending any appointment to the Employer.

2109 PROCUREMENT RELATED SERVICES

The Service Provider shall, when instructed to do so, provide any or all of the professional services of preparing tender documentation and assisting the Employer to advertise tenders, evaluate the tenders and make recommendations to the Employer as to who should be appointed as a contractor, or sub-contractor, all in terms of the policies adopted by the Employer from time to time regarding Supply Chain Management.

The Service Provider may, at the discretion of the Employer, be required to procure contracts on behalf of the Employer and may further be required to supervise and manage the contracts thereafter. In these cases, there shall be no contractual relationship between the contractor and Service Provider, and although the Service Provider may be required to act as contract supervisor, the risk that the delivery of the works may not being delivered as required shall be on the responsibility of the Employer.

2110 MANAGEMENT OF SUBCONTRACTS

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

At all times, the Service Provider shall ensure that subcontractors.

- a) have the capacity to provide the quality of work required,
- b) are competitive,
- c) comply with the policies and ideals for job creation within the previously disadvantaged Communities,
- d) are ideally located in the area in which the work occurs and,
- e) Are removed from lists or panels if they do not perform satisfactorily.

The appointment of Subcontractors and Third Parties requires of the Service Provider to apply different levels of management and staff, depending on the nature of the work involved, the period of appointment and the demands placed on the Service Provider to prepare for the calling of tenders and quotes, and to supervise and manage the services procured.

The following determines the effort of the Service Provider for the various services to be performed under this section;

- a) The work involved in preparing documentation and contracts (considering whether existing specifications are to be used, or completely new specifications are to be compiled),
- b) The level of expertise of the Subcontractor or Third-Party appointee, (professional service providers usually require less supervision than non-professional service providers),
- c) The number of Subcontracts and Third-Party appointments handled by the Service Provider at any one time (which determines the number of staff required to handle the various subcontracts and appointments).

The payment items have been compiled to reflect the above.

2111 PAYMENT OF CONTRACTED PARTIES

The previous Service Provider from whom the contract is being taken over during the “transition period”, shall be paid by the Service Provider within 14 days of invoice, failing which penalties shall be payable by the Service Provider. This provision is to enable the previous Service Provider to pay their subcontractors on time.

Any amount paid by the Service Provider shall be included in the month-end statements submitted by the Service Provider to the Employer.

The Service Provider undertakes to pay the sub-contractors and third parties the full value of each invoice as certified as being due in each interim monthly account. The Service Provider further undertakes to make payment within 7 (seven) days after payment by the Employer or by the 25th of the month following that in which the sub-contractor invoiced for the work, whichever date is earlier. 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. It is extremely important to note that it is a Government instruction that all Service Providers be paid within 30 days of invoice date. No delay in payment by the Employer shall absolve the Service Provider of the requirement to pay its subcontractors within 30 days.

2112 ACCOUNTING

A separate summary of the expenditure incurred in respect of using Third Party Appointees must be provided with each payment invoice for accounting purposes and for the calculation of the work percentages subcontracted for each type of work.

2113 PAYMENT

Subcontracted Services

Item		Unit
21.01	Preparation of annual subcontracting plan and programme	No
21.02	Preparation of proforma quotation documents	No
21.03	Preparation of proforma tender documents	No
21.04	Compiling of documents:	
21. 04(a)	Quotations	No
21. 04(b)	Tenders	No
21.05	Tender advertisements;	Prov. Sum
21. 05(a)	Service Provider's mark up on tender advertisement costs	Percent
21.06	Evaluation, the preparation of reports and adjudication in the case of;	
21. 06(a)	Quotations	Number.
21. 06(b)	Tenders	Number.
21.07	Payment of subcontractors	
21.07(a)	Fire Fighting Equipment & Sprinklers	Prov. Sum
21.07(b)	Security	Prov. Sum
21.07(c)	Cleaning	Prov. Sum
21.07(d)	Hygiene	Prov. Sum
21.07(e)	Pest Control	Prov. Sum
21.07(f)	Water Supply & Cups	Prov. Sum
21.07(g)	Lift Maintenance	Prov. Sum
21.07(h)	Maintenance of Electric and Electronic Installations & Generator	Prov. Sum
21.07(i)	Air Conditioning	Prov. Sum
21.07(j)	Armed Response	Prov. Sum
21.07(k)	Landscaping	Prov. Sum
21.07(l)	Consumables	Prov. Sum
21.07(m)	Stationery	Prov. Sum
21.07(n)	Office Furniture	Prov. Sum
21.07(o)	Catering	Prov..Sum
21.08	Third Party assistance	PC. Sum
21.09	Subcontract supervision and administration	Month

The rate tendered under 21.01 for the preparation of the annual subcontracting plan and programme shall be payable upon the approval of the Employer of the plan and programme.

The Service Provider shall be paid at the tendered rate of 21.02 and 21.03 for finalising each of the draft proforma documents provided at the time of tender, in liaison with the Employer.

For compiling a quotation, or a tender document, payment shall be made under 21.04(a) or (b).

The costs of advertising tenders shall be remunerable from the provisional sum provided under item 21.05. The Service Provider shall be entitled to mark up these costs at the tendered rate.

The rates tendered under item 21.06 (a) and (b) shall be the evaluation of quotes and tenders, producing of reports and, in the case of tenders, the adjudication by the Service Provider's Board of Directors. Where applicable, it shall include all correspondence between the tenderers and the Service Provider, regardless of whether the quote or tender is finally awarded.

The Service Provider shall pay subcontractors (21.07) and Third Party appointees (21.08) before claiming the costs back from the Employer. To assist the Service Provider, weekly claims may be submitted for payment to improve cash flow.

Under item 21.09 the rate payable for subcontract and third party supervision and administration shall include all supervision and administration of the subcontracts, as well as all incidental costs that may

be incurred in so doing. The tendered rate for subcontract and third party administration must include the entering of all data received from subcontractors into ITIS / SAP and the document management system of the Employer. Payment shall be made monthly at the tendered rate for the duration of the subcontracts.

2200 UNSPECIFIED MINOR WORKS

The Employer may require of the Service Provider to undertake work of a minor nature that is not covered by the Specifications but is directly associated with the upkeep of the Employer's office buildings. This work may include, but is not limited to;

- a) Technical work, – such as the repair of a leaking toilet, tap washer, drawer runner, a broken hinge or door handle, unblocking filters, fixing loose skirtings, tiles carpets, aligning of booms, replacement of luminaires and light fittings etc.;
- b) Non-technical work, such as obtaining specialist advice, and
- c) Any other unspecified minor work which the Service Provider may be instructed to undertake.

The Service Provider shall be remunerated for the actual cost of materials supplied and other direct costs incurred, plus a tendered mark up.

The Service Provider shall be paid for the time that additional labour and supervision is engaged in carrying out the minor works.

2201 PAYMENT

Unspecified services and expenses

Item		Unit
22.01	Materials and other direct costs for minor works	PC. Sum
22. 01(a)	Percentage mark up on materials and direct costs	Percent
22.02	Own skilled, but unqualified artisan/technician/labourer	Hour
22.03	Own qualified artisan/technician/supervisor	Hour
22.04	Third Party engagements in minor repairs and services	Prov. Sum
22.05	Management attendance	Hour

The Service Provider shall be remunerated for the materials supplied and other direct costs incurred to enable the minor works to be carried out at cost, plus the percentage tendered for its overheads and administration when performing the procurement of the materials supplied for the minor works.

The Service Provider shall be remunerated at the hourly rates tendered for both unqualified and qualified own personnel, for the actual cost of engaging the services of third parties and for management attendance.

Expenditure under the PC sums 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.

2300 OFFICE FACILITY MAINTENANCE

2301 SCOPE

This section covers office facility maintenance through the procurement, appointment and management of service providers / contractors.

2302 GENERAL

It shall be the responsibility of the appointed Service Provider to manage, coordinate and deliver the Integrated Facilities Management (IFM) services required for the operation, maintenance and statutory compliance of the facility.

The scope of services shall include, but not necessarily be limited to, the management of the following services:

- a) Cleaning services for the offices, common areas and external premises;
- b) Hygiene services and pest control;
- c) Landscaping, irrigation and maintenance of all gardens and external landscaped areas;
- d) Supply and maintenance of indoor office plants;
- e) Security services, including guarding, access control and armed response services;
- f) Solid waste management, recycling and refuse removal;
- g) General building maintenance and repairs, including plumbing, water damage, carpentry, painting and general office repairs;
- h) Maintenance of Heating, Ventilation and Air Conditioning (HVAC) systems, including solar photovoltaic systems where installed;
- i) Maintenance of electrical reticulation, generators and Uninterruptible Power Supply (UPS) systems;
- j) Lift and vertical transportation systems;
- k) Maintenance, testing and statutory servicing of fire detection, fire suppression and sprinkler systems;
- l) Development, implementation, operation, maintenance and optimisation of Building Management Systems (BMS), including the integration, monitoring and control of building engineering services and associated infrastructure;
- m) Maintenance of perimeter security infrastructure, including electric fences, gates, doors and roller shutter doors;
- n) Internal and external window cleaning;
- o) Carpet, upholstery and furniture cleaning;
- p) Maintenance and servicing of rainwater harvesting systems;
- q) Maintenance and servicing of gym equipment;
- r) Supply, replenishment and management of office consumables, including hygiene consumables, kitchen consumables and other operational supplies required for the day-to-day functioning of the facility;
- s) Procurement, delivery and management of office stationery, office furniture and related workplace equipment, including installation, relocation, maintenance and replacement where required;
- t) Provision and management of catering services for meetings, workshops, training sessions and other official Employer functions, as instructed by the Employer; and
- u) Any other building services, facilities management services, plant, equipment or workplace support services installed at, or forming part of, the SANRAL Gauteng Northern House facility.

This must all be undertaken in accordance with individual maintenance agreements.

The Service Provider shall take all necessary steps to ensure that all services are carried out with little or no disruption to the Employer and/or its employee's occupants of the building.

Further responsibilities will include:

- a) Regular Weekly site visits. Daily interaction with Project Manager to confirm that there are no major maintenance problems,
- b) Liaising with SANRAL's facilities manager the Employer' Project Manager on a regular basis when there are problems,
- c) Following the Supply Chain Management (SCM) procedures of the Employer,
- d) Entering into maintenance agreements with contractors,
- e) Arranging quotations to resolve for maintenance issues to be resolved, that are not covered under a maintenance contract (ad hoc maintenance),

- f) Monitoring the performance of each of the maintenance contractors including site inspections to ensure that services are delivered in accordance with the contract specifications and maintenance plan,
- g) Ensuring that all maintenance problems are effectively and efficiently resolved,
- h) Handling all ad-hoc queries relating to the maintenance services,
- i) Attend on-site monthly meetings and steering committee meetings when required,
- j) Preparation of agendas and issuing of notices for the above meetings as well as recording and distributing minutes for these meetings,
- k) Ensuring all maintenance expenditure is justified and controlled and certifying all subcontractor invoices for payment.

The Service Provider shall, within thirty (30) days of the Commencement Date, develop and submit to the Employer for approval a comprehensive Annual Maintenance Plan for all building services, plant, equipment and facilities falling within the scope of this Contract. The Annual Maintenance Plan shall be reviewed on a continuous basis and formally updated at least annually, or whenever significant changes occur to the Facility, asset base or operational requirements.

The Annual Maintenance Plan shall, as a minimum:

- Identify all assets and facilities to be maintained;
- Define the maintenance activities, inspection frequencies and service intervals applicable to each asset or system;
- Incorporate manufacturers' recommendations, statutory inspection and servicing requirements, and recognised industry best practices;
- Include planned preventative maintenance schedules for all building services and equipment;
- Identify critical systems requiring enhanced monitoring and 24/7 support;
- Provide a programme of statutory inspections, testing, certification and licence renewals;
- Include anticipated maintenance shutdowns, resource requirements and key milestones; and
- Be reviewed annually and updated as necessary to reflect changes to the Facility, asset condition, operational requirements and the Employer's instructions.

The Service Provider shall maintain a comprehensive asset register of all building services, plant, equipment, furniture and facilities falling within the scope of this Contract. The asset register shall be kept up to date throughout the Contract Period and shall record all additions, replacements, removals, maintenance history and other relevant asset information.

All maintenance activities shall be undertaken in accordance with planned preventative maintenance programmes, manufacturers' recommendations, applicable statutory requirements and recognised industry best practices. Reactive and emergency maintenance shall be undertaken as and when required to ensure the continuous availability, reliability and functionality of the facilities.

The Service Provider shall ensure that all statutory inspections, testing, servicing, certifications, licenses and approvals required in terms of applicable legislation, regulations, codes of practice and manufacturers' requirements are undertaken and maintained throughout the Contract Period. Copies of all statutory certificates and compliance records shall be submitted to the Employer and maintained for audit purposes.

The Service Provider shall submit monthly performance reports to the Employer detailing, as a minimum:

- Planned and reactive maintenance activities undertaken;
- Outstanding defects and corrective actions;
- Asset condition and maintenance history updates;
- Statutory inspections, certifications and compliance status;
- Performance of subcontractors and specialist service providers;
- Expenditure incurred against approved budgets; and
- Recommendations for maintenance improvements, asset renewal and operational efficiencies.

The Service Provider shall establish, administer and manage individual maintenance agreements and service contracts for the various specialist services required under this Contract.

The Service Provider shall be responsible for the end-to-end procurement, appointment and contract administration of all subcontractors and specialist service providers required to perform the Services.

Such procurement shall be undertaken in accordance with the Employer's Supply Chain Management policies, procedures and any other applicable legislative and contractual requirements.

The Service Provider shall be responsible for the overall management, coordination, supervision and performance of all facilities management services and specialist subcontractors engaged in the execution of the Services. The Service Provider shall remain fully accountable to the Employer for the quality, performance, statutory compliance and timely delivery of all Services provided under this Contract, irrespective of whether such Services are performed directly by the Service Provider or through appointed subcontractors.

The Service Provider shall provide 24-hour, 7-day-a-week (24/7) support for critical building systems and operations, including the provision of emergency response services to ensure the continued safety, security and operational functionality of the Facility.

The Service Provider shall ensure that all Services are delivered in accordance with the prescribed Service Levels, Key Performance Indicators (KPIs) and response times specified elsewhere in the Contract.

2306 DETERMINING SCOPES OF WORK AND SPECIFICATIONS

The following items must, at least, be considered in the scopes of work of the contracts let for the maintenance of the Employer's office buildings. When preparing contract documents, it is essential that a detailed scoping be carried out to accurately determine what should be included in each contract that may be peculiar to the building concerned.

If directed by the Employer to do so, the Service Provider shall engage the services of Third-Party specialists to assist with the definition of the scope of maintenance subcontracts, to determine and define remedial actions and repairs, and to procure specialist assistance to remedy, or prevent any problem that may arise in the office facility building.

Specifications detailing the services to be provided must be prepared for the consideration of a bid specification committee. Following a discussion or review by the Employer of the draft documents, the Service Provider shall accept all the tracked changes and incorporate the comments of the Employer into a new version of the tender document in tracked changes format, then accept all changes and finalise the document. A USB, or other electronic media containing the final tender document with all the changes indicated by tracked changes is to be submitted to the Employer.

In the sections below, some guidance is provided to the Service Provider, who shall always remain responsible for determining the scope of works, the frequency and extent of maintenance, and ensuring that the office buildings are clean, comfortable, safe and presentable as well as fully operational. The items to be considered shall, therefore, under no circumstances be considered as definitive.

2306(a) SERVICING FIRE EQUIPMENT AND SPRINKLER SYSTEM

Consider, inter alia:

- a) Pressure test and refilling of fire extinguishers,
- b) Hose reels, fire hydrants, sprinklers, evacuation chair and fire blankets
- c) Gas suppression system and
- d) Unspecified repairs,
- e) Upkeep of evacuation plans.

2306(b) SECURITY

Consider, inter alia:

- a) Security guards, and their training
- b) Routinely as agreed electric fence checking,
- c) Patrolling and patrol management,
- d) Armed response (always under a separate contract),

- e) Access control in and out of premises,
- f) Panic buttons, (supplied via armed response contract)
- g) Communications between guards and control room,
- h) PSIRA compliance,
- i) Visitor control,
- j) Incident management protocols
- k) Monitoring CCTV cameras and perimeter fence and,
- l) Security against public uproar.
- m) Supply vehicle and visitor scanning devices

2306(c) CLEANING

Consider, inter alia, at least:

- a) Corridors, elevators and shafts, stairways and office areas,
- b) Boardrooms and meeting areas,
- c) Kitchens and dining areas,
- d) Toilets, basins and floors,
- e) Replenishment of soaps, toilet paper and paper towels,
- f) Deep cleaning of walk off and appearance mats,
- g) Basement & parking, perimeter fence
- h) Balconies and open-air roof spaces and aluminium screens,
- i) Reception and lobby area,
- j) Internal glass partitions and stair balustrades,
- k) General windows,
- l) "Deep Cleaning" and special sanitising,
- m) Carpets, tiled floors, vinyl floors and,
- n) High window, entrance canopy and ledge cleaning,
- o) Servicing of anchor points,
- p) Servicing and cleaning of external mesh screens,
- q) Supply of adhoc plumbing services.

2306(d) HYGIENE

Consider, inter alia, including:

- a) Sani-bins ("she bins"),
- b) Femme bin liners,
- c) Sanitary packets,
- d) Microburst air freshener refills,
- e) Supply of hand soap,
- f) Supply of Seat spray,
- g) Supply of hand lotion,
- h) Supply of shower gel and foam soap,
- i) Supply of Paper towel ,
- j) Supply of Toilet rolls,
- k) Supply of hygiene dispensers and additional services as required.

2306(e) PEST CONTROL

Consider, inter alia:

- a) Rodent control,
- b) Bird control,
- c) Control of indoor pests and,

2306(f) WATER SUPPLY AND CUPS

Consider, inter alia:

- a) Supply purified water and paper cups and
- b) Unspecified repairs and services
- c) Service and clean dispensers
- d) Check, service and clean water coolers.

2306(g) ELEVATOR MAINTENANCE (single source procurement on 5-year contract)

Consider, inter alia:

- a) Maintenance in accordance with SANS 53015,
- b) Repairs to malfunctioning or damaged items in the lift or associated lift components,
- c) Call outs to rectify unexpected lift failures,
- d) Compliance with the Lift, Escalators and Passenger Conveyor Regulations of 2009,
- e) Entrapment rescue services and,
- f) Maintenance of communications between lift occupant and security staff.
- g) Annual Annexure 1 lift inspections,
- h) Maintaining of the GSM sim device.
- i) Assisting cleaning company when cleaning lift shaft (service covered within cleaning contract).

2306(h) MAINTENANCE OF ELECTRIC AND ELECTRONIC INSTALLATIONS & GENERATOR

Consider, inter alia;

- a) Preventative maintenance, inspection and tests,
- b) Breakdown maintenance,
- c) Repairs and modifications,
- d) Issuance of COC's,
- e) As-built drawings, initially with first COC and then after changes,
- f) Distribution Board maintenance and service,
- g) Generator maintenance and service,
- h) UPS maintenance and service,
- i) Earthing system maintenance,
- j) Generator test, UPS test, battery replacements,
- k) Generator fuel replenishment,
- l) Electric fences and gate motors,
- m) Fixed equipment and Appliance repairs,
- n) Establishing new power points and lights
- o) Booms, turnstiles, revolving doors, electric fence, building alarm, access control system, audio-visual equipment CCTV repairs and,
- p) Conference table outlets,
- q) Maintenance of gym equipment,
- r) BMS, lighting control, metering and monitoring.
- s) Inspection and maintenance of Solar infrastructure.

2306(i) HEATING, VENTILATION, AIR CONDITIONING, BMS, RAINWATER HARVESTING AND VACUUM SYSTEM CONTROL

Consider, inter alia:

- a) The various systems and their electronic management systems,
- b) Preventative maintenance, inspection and tests,
- c) Breakdown maintenance,
- d) Repairs, upgrade of installations and modifications,
- e) Call outs,
- f) Server room cooling and,
- g) Response to alarms.

2306(j) ARMED RESPONSE

Consider, inter alia:

- a) 24-hour armed response,
- b) "panic button" link between the reaction vehicle or control station,
- c) Link between alarm and armed response,
- d) Back-up system in case of power failure,
- e) Area surveillance,
- f) Security reporting register / book,
- g) Required reaction times,
- h) Response protocols,
- i) Short-term personnel reinforcement,
- j) Communication with the security guards,
- k) Training of armed response officers,
- l) Alarm signal tests and,
- m) Inspection of batteries, transformers, control panels, sensors etc.

2306(k) LANDSCAPING AND IRRIGATION

Consider, inter alia:

- a) Gardening and landscaping, both on the ground and on the roof, where applicable,
- b) Garden irrigation systems,
- c) Parking and driveways,
- d) Fertilization, mulching, composting, fertilising and dressing,
- e) Pest control,
- f) Garden refuse removal,
- g) Weed control,
- h) Supply and planting of annuals,
- i) Replacement of dead perennials,
- j) Maintenance of bulbs and splitting of plants,
- k) Periodic pruning and trimming of trees and shrubs and,
- l) Trimming and removing vegetation and foliage away from the electric fence, windows and walkways.

2306(l) CONSUMEABLES

Consider, inter alia:

- a) Supply high-quality kitchen consumables, cleaning products, and hygiene essentials.
- b) Ensure availability of items such as:
 - i) Dishwashing liquids, sponges, and cloths
 - ii) Paper towels, hand soap, and sanitizers
 - iii) Bin liners, disinfectants, and surface cleaners
 - iv) Tea, coffee, sugar, and related kitchen supplies
- c) Maintain consistent stock levels to support daily operations.
- d) Ensure all products meet industry health and safety standards.
- e) Deliver supplies on time and in the required quantities.
- f) Offer cost-effective and durable product options.
- g) Demonstrate strong sourcing and supply chain capabilities.
- h) Provide environmentally friendly and sustainable product alternatives where possible.
- i) Respond promptly to changing or urgent supply needs. options where applicable.

2306(m) STATIONERY

Consider, inter alia:

- a) Supply a broad range of essential office stationery items.
- b) Ensure availability of core items such as:
 - i) Printing paper and other paper products
 - ii) Writing instruments (pens, pencils, markers, etc.)
 - iii) Filing and storage solutions
 - iv) Desk and office accessories
- c) Maintain consistent stock levels to meet operational needs.
- d) Offer competitive pricing and high-quality materials.
- e) Provide sustainable and innovative product options.
- f) Respond promptly to evolving business requirements.
- g) Ensure timely delivery to designated office locations.
- h) Support with product recommendations to improve workplace efficiency.

2306(n) OFFICE FURNITURE

Consider, inter alia:

- a) Supply durable and ergonomically designed office furniture.
- b) Provide a range of items including:
 - i) Desks and workstations
 - ii) Office chairs
 - iii) Conference tables
 - iv) Storage units and cabinets
 - v) Other essential furnishings
- c) Ensure furniture meets modern office standards for comfort and productivity.
- d) Offer tailored solutions to suit various workspace environments.
- e) Deliver products with high-quality craftsmanship and aesthetic appeal.
- f) Provide warranties and after-sales support for supplied items.
- g) Ensure compliance with relevant safety and ergonomic standards.
- h) Maintain competitive pricing across product offerings.
- i) Prioritize sustainable and innovative furniture solutions.

2306(o) CATERING

- a) Provision of food and beverages for scheduled meetings, workshops, and events.
- b) Menu customization based on event type, dietary needs, and budget.
- c) Setup and presentation of catering items in meeting or event spaces.
- d) Supply of necessary serving equipment (e.g., crockery, cutlery, dispensers).
- e) Cleaning and clearing of catering setup post-event.
- f) Compliance with food safety and hygiene standards.
- g) Coordination with client representative for scheduling and requirements.

2306(r) OTHER AD-HOC MAINTENANCE

The Service Provider shall not be required to have subcontracts in place for maintenance needs that arise sporadically but nevertheless must be provided for. Typically, these services may be procured by means of quotations.

The Service Provider shall be prepared to address;

- a) Plumbing,
- b) Roof leaks,
- c) Broken windows,
- d) Painting,
- e) Carpet repair,
- f) Furniture repair,
- g) The services of an interior architect,
- h) Replacement, or new furniture procurement,
- i) Electrical, electronic, mechanical or any other discipline of engineering and
- j) Other emergency or ad-hoc maintenance and repairs.

2307 PAYMENT**Office Facility Maintenance**

Item		Unit
23.01	Property Facility maintenance subcontract costs (Ad-hoc)	PC. Sum
23.01(a)	Property Facility maintenance subcontract costs (Security, OHS and other)	PC. Sum
23.02	Maintaining the ITIS / SAP management system	Month
23.03	Tender briefing meeting	Number.
23.04	Tender opening meeting	Number.

Under 23.01, property maintenance facility maintenance Ad-hoc subcontracts not covered under Payment Item 21.07 (a) – (o) or 23.01(a) shall be reimbursed at cost from the Prime Cost Sum provided, in accordance with the specifications or terms of reference written for each maintenance contract.

The unit of measurement for pay item 23.01 (a), shall be the prime cost sum, which will be the actual cost of the installation of additional security / Covid 19 infrastructure in existing building and paid to the Subcontractor/s by the Service Provider. The Prime Cost item shall be paid in accordance with Clause C2.1.8.

Payment under 23.02 for maintaining the ITIS / SAP based building management system with all data required shall be made monthly. The work shall include capturing tasks into the task monitoring database management system, the monthly monitoring of tasks, including problems and minor works carried out and reporting to the Employer.

Tender briefing meetings, under 23.03 shall be measured and paid for by the number of meetings at which presentations were made (either in a live meeting or by means of a virtual meeting with the aid of linking to briefing meeting material on the employer's server or elsewhere), minutes taken and a record kept of who asked questions and what the answers were provided, distribution of the minutes to all attendees and the answering of all clarification questions in writing.

Tender opening meetings shall be paid for under item 23.04.

3100 MEETING SERVICES**3101 SCOPE**

This section covers meeting services.

3102 DESCRIPTION

Periodic meetings may be held, such as;

- a) Contract progress meetings,
- b) Meetings to discuss the development of the Employer's computer / IT systems,
- c) Ad-hoc meetings to deal with issues that have arisen.

The Service Provider shall attend and provide the secretarial services for all meetings to be conducted between the Employer and Service Provider. Generally, the Employer shall stipulate dates for various

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 5 working days of the date of any meetings, circulate attendance lists and records as well as minutes of the proceedings of the meetings to all role-players, attendees and members of committees.

3103 PAYMENTS

3100 Meeting services

Item	Unit
31.01 Meeting services	Number

In respect of meetings held between the Employer and the Service Provider, the tendered rate shall be paid for each meeting's agenda and minutes that have been drafted and sent to all role players, attendees and members of committees, only if attended to in the time period prescribed by the Project Manager.

Claims for meeting services must be supported by an ongoing list of all meetings for which payment is claimed.

3200 PENALTIES AND DEDUCTIONS

3201 SCOPES

This section covers the imposition of penalties as described in these Specifications.

3202 GENERAL

Penalties shall be applied for each calendar day by which the Service Provider fails to meet the prescribed dates for submission of Reports, Tender Documentation for Sub Contractor Works or Tender Evaluation Reports. The quantum of the penalty shall be as listed in the Contract Data. Draft reports and documents shall be submitted to the Employer at least seven working days prior to any meetings scheduled for the discussion and finalisation thereof. The Service Provider shall thus take this period into account in compiling their programme.

Any delays to the above programme that are attributable to the Employer, or to other approved mitigating circumstances, will not be subject to penalties. In the event of such instances arising, any extensions of time granted shall be limited to the equivalent number of calendar days attributable to each instance.

The penalty payable for poor performance will be applied over the full-time duration of the Contract. Penalty charges shall be as follows:

- a) Failure to meet milestone dates in the Project programme = R2 000.00/day (excl. VAT) subject to a maximum of 10% of the Contract Value (excluding all Prime Cost and Provisional Sums).
- b) Failure to disclose Sub-contractors = up to 10% of the Contract value.
- c) Penalty for not meeting the CPG target will be 100% of the shortfall between the actual achievement and the value calculated from the final contract value.

3300 MONTHLY REPORTING REQUIREMENTS

3301 SCOPE

This section covers monthly progress reporting.

3302 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 monthly report for discussion at a contract meeting containing the following in each of the indicated sections;

3302(a) MINUTES OF PREVIOUS MEETING

Include the minutes of the previous meeting and the agenda of the current meeting.

3302(b) ISSUES REQUIRING THE REACTION ATTENTION OF THE EMPLOYER

Include 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.

3302(c) SUBCONTRACTING REPORT

Include a report which includes the details of each Third Party Appointee and subcontractor;

- a) Name of appointee, and 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 and,
- h) BBBEE rating provided by an accredited rating agency.

3302(d) SUBCONTRACT SUMMARY REPORT

This report must include;

- a) Contract number,
- b) Service name,
- c) Date of commencement,
- d) Date of termination,
- e) Budgeted amount,
- f) Expenditure to date,
- g) Contractor name,
- h) Contractor contact person and,
- i) Contractor contact person telephonic details.

3302(e) 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 that data has been entered for the month 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 and
- k) Identity card image of each person employed.

3302(f) BBBEE CONTRIBUTION

The Service Provider must report any change to its BBBEE status at the monthly management meetings.

3302(g) PENALTY REPORT

Include a report indicating the penalty item, description and penalty incurred.

3303 PAYMENT

Item	Unit
33.01 Monthly reporting for management meetings	Month
33.02 Capturing data of all employed persons	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, or of the number of employees of the Service Provider and all its subcontractors for which data is to be captured in the Employment Report.

C3.1.9 PERSONNEL REQUIREMENTS

a. Key Persons

The Key Person required for this project is listed in Form C1.2.2 Contract Data: Information provided by the Employer. The tenderer must list proposed candidates for the prescribed position in the core team in Form C1.2.3 Contract Data: Information provided by the Tenderer. Each candidate must submit a CV of appropriate experience signed by the proposed candidate and the authorised person of the Service Provider and complete the relevant B1 and B2 forms included in the Returnable Schedules. When a proposed candidate for any position is not in permanent employ of the tenderer, but a contracted person, this must be indicated on Form B2 and a signed letter of consent from the candidate must be scanned in and submitted with the relevant B-forms. Any changes to the Key Person, as proposed in this tender, after award will thus only be permitted in exceptional circumstances. In such circumstances the competence and experience of any replacement personnel shall also meet the threshold of the Technical Proposal. Re-evaluation by the Employer of any replacement personnel shall be paid for by the Service Provider as specified in Clause C3.6.3.

Key Person Minimum Requirements:

Contracts Manager /Service Provider Representative: Minimum of 3 year post graduate degree or diploma in the built environment plus one (1) years' experience or no qualification but a minimum of four (4) years relevant experience in the built environment.

A **3-year graduate degree or diploma in the Built Environment** in South Africa typically refers to a **National Diploma** or **Bachelor's degree** focused on disciplines related to the planning, design, construction, and management of the physical environment. These programs are offered by various universities and universities of technology and are aligned with professional registration bodies.

Common 3-Year Qualifications in the Built Environment

For information, here are some examples of such programs:

Diploma in Building Technology

- **Duration:** 3 years
 - **Focus Areas:** Construction Management, Quantity Surveying, Construction Technology
 - **Career Paths:** Site Manager, Quantity Surveyor, Health & Safety Officer, Project Manager
-

Bachelor of Architectural Studies (BAS)

- **Duration:** 3 years
 - **Focus:** Architectural design, theory, and technology
-

BSc in Construction Studies / Construction Management

- **Duration:** 3 years
 - **Focus:** Project planning, construction law, materials, and site management
 - **Career Paths:** Construction Manager, Site Engineer, Project Planner
-

BSc in Quantity Surveying

- **Duration:** 3 years
 - **Focus:** Cost estimation, contract administration, project finance
-

Bachelor of Urban and Regional Planning

- **Duration:** 4 years (but some offer 3-year foundational degrees)
 - **Focus:** Spatial planning, land use, urban development
-

Key Features of These Programs

- **Work Integrated Learning (WIL):** Many diplomas include practical components or internships.
- **Professional Registration:** Graduates can register with bodies like SACAP, SACQSP, SACPLAN, or SACPCMP depending on the field.

C3.1.10 MEETINGS AND LIAISONS

a) Meetings and liaisons between the Employer and the Service Provider

Meetings between the Employer and the Service Provider are formal occasions. The Employer shall perform the duties of chairperson and the Service Provider the secretarial services. The Service provider shall submit draft minutes to the Employer for review before distribution which shall not be later than 14 (fourteen) calendar days after the meeting. Meetings and liaisons shall be scheduled according to the Service Provider's approved programme to discuss and record the progress of the Services.

Draft copies of all reports, design and tender documents submitted for review shall be discussed at specially convened meetings prior to their finalisation.

Attendance at the meetings and liaisons shall include joint venture members and/or Targeted Enterprise(s) (if any), sub-service providers and the designated key persons. A key person shall not be substituted by another Service Provider employee unless express permission for this has been sought from and approved by the Employer in writing. The Employer shall have the right to delay a meeting because of the non-availability of a key person and any delay costs so incurred shall be for the account of the Service Provider.

i) Project hand-over meeting

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

This meeting provides the opportunity for administration details to be finalised. Included among these, but without providing limits to what may be required shall be:

- Signing and initialling of the contract document;
- Confirmation of prescribed insurance cover, including that of joint venture members (if any);
- Confirmation of vendor registration;
- Handing of a USB drive containing all relevant forms and procedures needed for effective project administration.

ii) Progress meetings

The date for the first progress meeting shall be fixed at the hand-over meeting mindful that it cannot take place until the Service Provider has conducted his *in loco* inspection of the project site. The first

progress meeting shall not be scheduled for longer than six calendar weeks after the hand-over meeting. Proposals for investigation and intrusive testing will be discussed at this first meeting.

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

b) Other project related meetings

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

ii) Sub Contractor Hand-over meeting

It is required that the Contracts Manager and Facility Manager attend the sub contractor hand-over meeting.

C3.1.11 RISK MANAGEMENT

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

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

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

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

1115 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 it using and operating buildings to which the public has access, and shall manage and mitigate any potential health, safety or public perception risk.

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 successful Service Provider with a proforma to be used in the preparation of the risk register.

C3.1.12 DOCUMENT MANAGEMENT

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

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

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

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

Table 3.1.12: Documentation Requirements

Document Characteristics	Draft Reports/Documents	Final Reports/Documents	Books of Drawings
Page	A4 80g/m ²	A4 80g/m ²	A2 80g/m ²
Cover page layout	Employer's pro-forma works document cover page with appropriate wording for the specific report/document compiled		
Cover	White 80g/m ²	Reports: Tokai Blue 160g/m ² Documents: Red 160g/m ²	Draft: White 80g/m ² Final: Red 160g/m ²
Printing All left-hand margins to be 2.5cm Printing to be left justified	Back-to-back pages	Reports: back-to-back Contract document: back-to-back except: - New sections - All returnable schedules - Pricing schedule	All on separate pages
Binding Maximum thickness to be 3cm	Plastic ring binders	Reports: plastic ring binders Contract documents: stapled, glued and bound	Draft: Stapled and bound Final: stapled, glued and bound
Number of paper copies	3 (three)	Reports: 1 (one) Tender documents: 1 (one) Tender evaluation: 2 (two) Contract documents: 2 (two) original for signature and 1 (one) copy	Draft: 3 (three) Final: 2 (two) original for signature and 1 (one) copy
Number of electronic copies	1 (one) CD/DVD	1 (one) CD/DVD 1 (one) CD/DVD of signed contract	1 (one) CD/DVD
Electronic format	MS Office 2013 and PDF	MS Office 2013 and PDF	PDF

C3.1.13 SAFETY

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

This part also covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the Service Provider shall comply with in order to reduce the risks associated with this contract, which may

lead to incidents causing injury and/or ill health. In this matter the spirit and intention of Regulation 5(1)(l) of the Construction Regulations, 2014, regarding negotiations between the parties, related to the contents and approval of the Health and Safety Plan, must be complied with.

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

For purposes of clarity typical duties required of the service provider are given in the attached Health and Safety Specification, but they shall not be interpreted as being exhaustive.

PART C4: APPENDICES

APPENDICES:

APPENDIX	A	:	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS
APPENDIX	B	:	BUILDINGS INSPECTION FORM
APPENDIX	C	:	INTEGRATED TRANSPORT INFORMATION SYSTEM
APPENDIX	D	:	SARDS MANUAL
APPENDIX	E	:	2ND TIER PROCUREMENT PROCEDURE

APPENDIX A

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

INDEX

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NOTE TO SERVICE PROVIDERS

The Occupational Health and Safety Act, Act 85 of 1993 and its Regulations together with SANS Codes set out minimum standards with regards to Occupational Health and Safety. The South African National Roads Agency SOC Limited (SANRAL), has developed this Occupational Health and Safety Specifications with these minimum standards in mind and in certain instances the requirements of SANRAL exceeds the minimum legal requirements to follow best practices and to ensure a healthy and safe workplace for all.

SANRAL in no way assumes the Service Providers legal liabilities and responsibilities. The Service Provider is and remains accountable for the quality and execution of his health and safety programme for his employees. This Health and Safety Specification reflects minimum legal and SANRAL requirements and should not be construed as all encompassing.

It is the responsibility of the Service Provider and Contractors used by the Service Provider, to make themselves conversant and comply with the requirements and conditions contained in the various legislation pertaining to their profession and scope of works at all times.

This document is not exhaustive of all duties imposed by the Occupational Health and Safety Act, Act 85 of 1993 and its Regulations, governing the duties and obligations, of a Designer, Principal Contractor and Contractor performing duties in terms of an agreement with the client (SANRAL). These duties are fully described in the Occupational Health and Safety Act, Act 85 of 1993 and its Regulations and it is the duty of every Designer, Principal Contractor and Contractor to acquaint themselves therewith before commencing work.

Words used herein in the singular shall be deemed to include the plural and male shall include female and vice versa, unless the context otherwise requires.

1. PURPOSE

This document is compiled to ensure that the Service Provider and any other Contractors working for SANRAL directly or through the Service Provider, are aware of the Occupational Health and Safety requirements when working on a SANRAL premises, as well as to make them aware of their legal liabilities and responsibilities as per the Occupational Health & Safety Act, Act 85 of 1993, and its Regulations.

2. DEFINITIONS AND ABBREVIATIONS

Assessment – An opinion or a judgment about someone or something that has been thought about very carefully.

At-risk behavior – Conduct that unnecessarily increases the likelihood of an injury or incident.

Audit – A systematic and documented review of the effectiveness of implementation of processes, programmes and procedures, based on general process criteria.

Baseline risk assessment: This is the initial assessment of risk in a workplace. It is a broad assessment and includes all activities taking place on site, but does not include risk control measures or safeguards.

CIDB – Construction Industry Development Board

Client – Any organization or person for whom construction work is performed. For the purpose of this document, the client is the South African National Roads Agency SOC Limited.

Communicate – The process of two way dialogue which is understood by both parties.

Competence – A combination of attributes such as knowledge, training, experience and qualifications to assure successful performance.

Competent Person – Means a person who has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No. 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act.

Consequence – Outcome or impact of an event.

Continual Improvement – A recurring process of enhancing performance to achieve consistent improvements in overall performance.

Contractor – An employer as defined in section 1 of the OHS Act, who performs construction work and includes Principal Contractors and Sub-Contractors.

Construction Work – any work in connection with:

- The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.

Corrective Action – An action taken to eliminate the cause of a detected non-conformity or other undesirable situation.

Construction Regulations (CR) – Construction Regulations, GNR. 84 of 2014

Critical equipment – A piece of equipment or a structure whose failure to perform to design specification, has the potential to result in a major accident event.

Design – in relation to any structure, includes drawings, calculations, design details and specifications.

Designer – a) competent person who:

- Prepares a design

- Checks and approves a design
- Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- Designs temporary work, including its components

b) an architect or engineer contributing to, or having overall responsibility for a design

c) a building services engineer designing details for fixed plant

d) a surveyor specifying articles or drawing up specifications;

e) a contractor carrying out design work as part of a design and building project; or

f) an interior designer, shop fitter or landscape architect

DMR – Driven Machinery Regulations, GNR. 295 of 26 February 1988

Documents – Structured units of recorded information and its supporting medium (paper or electronic). Most records are documents, but not all documents are records. A document becomes a record when it is part of a business transaction, is kept as evidence of that transaction and is managed within a record-keeping system.

EIR – Electrical Installation Regulations, GNR. 242 of 6 March 2009

Emergency – An abnormal occurrence that pose a threat to the safety or health of employees, customers, or local communities, or which can cause damage to assets or the environment.

Employee – An individual who is employed by or works for an Employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

Employer – Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerates him, but excludes a labour broker as defined in section 1(1) of the Labour Relations Act, 1956 (Act No. 28 of 1956). For the purpose of this document, the employer is the South African National Roads Agency SOC Limited.

EMR – Electrical Machinery Regulations, GNR. 250 of 25 March 2011

Environment – The surroundings or conditions in which a person, animal or plant lives or operates, including air, water, land, natural resources and habitats.

Excavation work – The making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping

GAR – General Administrative Regulations, GNR. 929 of 25 June 2003

GMR – General Machinery Regulations, GNR. 1521 of 5 August 1988

GSR – General Safety Regulations, GNR. 1031 of 30 May 1986

Harm – A significant and or long lasting adverse effect on people, the environment or the community.

Hazard – A source, situation or act with a potential for harm in terms of human injury or ill health.

Health and Safety File – Means a file, or other record in permanent form, containing the information in writing as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 7(1)(b).

Health and Safety Plan – Means a project specific documented plan in accordance with the client's health and safety specifications, as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 7(1)(a).

Health and Safety Specification – Means a project specific document prepared by the client pertaining to all health and safety requirements related to construction work, as required by the Construction Regulations, GNR. 84 of 7 February 2014, Section 5(1)(b).

HSE – Health, Safety and Environment. Commonly used in the format HSE.

Incident – Work-related events (including accidents which give rise to injury, ill health, fatality or emergencies) that have resulted in, or has the potential to result in adverse consequences to people, the environment, property, reputation or a combination of these.

Likelihood – A description of probability or frequency, in relation to the chance that something will occur.

Lost Time Injury (LTI) – When a person is injured during the execution of his/her duties and as a result of the injury is unable to perform his/her regular duties for one full shift or more on the day following the day on which the injury has incurred, whether a scheduled work day or not(weekend).

Management System – Management processes and documentation that collectively provide a systematic framework for ensuring that tasks are performed safely, correctly, consistently and effectively to achieve a specified outcome and to drive continual improvement in performance.

Mandatory – An agent, contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or a user.

MSDS – Material Safety Data Sheet

Near Hit / Near Miss – Any occurrence or situation which had the potential for adverse consequences to people, the environment, property, reputation or a combination of these.

Non-conformance – Any deviation from work standards, practices, procedures, regulations that could either directly or indirectly lead to injury or illness, property damage, damage to the environment or a combination of these.

OHS Act – Occupational Health & Safety Act, 85 of 1993

Policy – Statement by an organization of its intentions and principles in relation to its overall performance which provides a framework for action and for the setting of its objectives and targets.

PPE – Personal Protective Equipment

Preventive Action – An action implemented to eliminate the cause of a potential non-conformity or other undesirable potential situation.

Principal Contractor – An employer appointed by the client to perform construction work and who is in overall control and management of a part of or the whole construction site.

Procedure – A specific documented way to carry out an activity or a process.

Records – Recorded information, in any form that is kept as evidence. Records include monitoring results, evidence of training, audits, inspections and calibration reports.

Risk Assessment – A process of evaluating the risk(s) arising from hazards taking into account the adequacy of any existing controls and deciding whether or not the risk(s) is acceptable.

Risk Management – The ongoing treatment of risks through the application of management policies, processes, procedures and risk control measures.

Risk – A combination of the likelihood of an occurrence of a hazardous event or exposure and the severity of injury or ill health that can be caused by the event or exposure.

Root Cause – The cause of the incident that, when rectified, will prevent the recurrence of not just incidents with those exact circumstances, but others with similar causes.

SACPCMP – South African Council for Project and Construction Management Professions

SANRAL - South African National Roads Agency SOC Limited

Supplier – A person or company that supplies material or equipment to a contractor on a construction site, but does not physically carry out construction work on the construction site.

The Act – The Occupational Health and Safety Act No. 85 of 1993

The Site – The area where work is carried out for SANRAL as defined on the front page of this document.

WAH – Acronym for Working at Heights

3. HEALTH AND SAFETY POLICY

The Service Provider is expected to have his own written Health and Safety Policy. The policy should declare his attitude and approach to the health, safety and welfare of their employees and others. Provision must be made to review the policy - annually and the CEO or Managing Director must sign and date the policy to indicate his commitment to ensuring the health and safety of his employees. Each Sub-Contractor is required to have his own Health and Safety Policy signed by their CEO or Owner.

4. ROLES & RESPONSIBILITIES

The Service Provider is considered to be an employer in his own right and shall comply with all legal requirements pertaining to an employer, which include the responsibility to provide as far as reasonably practicable a safe and healthy working environment for his employees, as per Section 8 of the OHS Act.

In conjunction with Section 8 of the OHS Act, all employees on the project are responsible for their own safety as well as the safety of persons who may be affected by their acts, as per Section 14 of

the OHS Act. It is the responsibility of each employee to ensure that he acts in a safe manner before, during and after work is carried out.

The Service Provider shall ensure that where required by the OHS Act and Regulations, competent employees are appointed in writing. These appointments must be specific to the tasks that will be performed. Every appointment must display the duties of the person appointed and training certificates from a registered training provider must be attached to such appointment (where applicable).

5. HSE TRAINING and COMPETENCE

The Service Provider or his designated Representative shall ensure that contractors that will carry out tasks on a SANRAL premises are competent and have received the required training to complete the task safely. Where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training and employees must have attended courses of the aforementioned nature to be considered competent in the task.

Employees formally appointed to perform a certain duty must be in possession of a training certificate, received from a registered training provider. All employees must as a minimum have received site specific safety induction training before work commences.

Training Needs – There shall be a system in place to determine the training requirements of each individual, based on the tasks that the employee will perform as well as to ensure the health and safety of fellow employees and the public. Special attention should be given to employees who are new hires, new to the task or have combined responsibilities.

Basic Safe Work Training (Induction Training) – The Service Provider or his designated Representative must ensure that all contractor employees that will carry out work on a SANRAL premises, have received site specific safety induction training on the specific site safety procedures before work commences.

A Daily Safe Task Instruction (DSTI) must be conducted on site with all contractor employees involved in the work that will be carried out on the SANRAL premises. If work will continue over multiple days, the DSTI must be carried out each day before work commences and proof thereof must be available on site. Each work crew must add their own specific hazards, risks and control measures associated with their task for the day to the DSTI discussion.

The Service Provider or his designated Representative, must ensure that where two or more contractors or work crews work in the same area, they should have a combined DSTI to ensure they know of the additional hazards each contractor or work crew will introduce to the operations and what precautions to put in place.

The Service Provider or his designated Representative shall have evidence that contractor employees have been inducted and DSTI's have been performed.

Formal Training – All qualifications for which there are registered training courses, must be regarded as the minimum required qualifications and training. To be deemed “competent” an employee must have received training at a registered training provider, the training course must be registered and if there is an assessment, the employee must have been found competent after the assessment. A person cannot be deemed competent after awareness training only.

The Service Provider shall ensure that his Representative at a SANRAL premises, have received appropriate training for the type of work that will be performed, e.g. Risk Assessment (HIRA), First Aid, Fire Fighting, etc.

The Service Provider or his designated Representative shall ensure that the employees of any contractors that may be used, have received formal health and safety training to ensure they are competent to carry out the task safely.

Records – Record of all training shall be kept by the Service Provider or his designated Representative at the SANRAL premises and shall be readily available. Records shall make provision for refresher training where applicable. Where an employee is legally appointed with certain duties and responsibilities a copy of the training certificate must be attached to the appointment.

6. DUTIES

Various duties are imposed on the client, principal contractor and other contractors by the Construction Regulation, , Sections 5 & 7. SANRAL will comply and carry out the required duties as contemplated in section 5 of the Construction Regulations, and it is expected from the Service Provider and every contractor working for him, to make themselves conversant with the requirements and duties imposed on them and to ensure that they comply with the requirements of section 7 at all times.

7. MANAGEMENT AND SUPERVISION

The Service Provider shall ensure that the project is managed safely, and legal compliance is ensured at all times.

The Service Provider or his designated Representative shall ensure that appointed contractors are managed while on SANRAL premises.

8. RISK MANAGEMENT

The Service Provider must follow a formal risk based approach to ensure hazard control measures are implemented to an acceptable reasonable practical level. The Service Provider or his designated Representative shall be responsible to ensure all hazards pertaining to his scope of activity are proactively identified, the risks assessed and appropriately eliminated or minimized and managed on an ongoing basis. Risk assessments shall also identify possible and potential environmental, health and hygiene issues pertaining to each hazard with potential exposures and limits.

a. Hazard Identification and Risk Assessment (Construction Regulation 9)

i. Development of Risk Assessments

The Service Provider or his designated Representative shall, before the commencement of any work and during such work, conduct a risk assessment which shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 9(1).

The risk assessment shall include, as far as is reasonably practicable, at least:

- The task or task step
- the identification of the hazards to which persons may be exposed to during the task or task step;
- the analysis and evaluation of the risks associated with the hazards identified, inclusive of a residual risk rating methodology. The method to be used is not prescribed;
- a documented plan of safe work procedures, to mitigate, reduce or control those residual risks that have been identified as unacceptably high, by means of the rating system;
- a monitoring plan;
- a review plan, inclusive of dates to be adhered to; and
- ergonomic related risks are to be analysed, evaluated and addressed as part of the process.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

b. Risk Assessment Monitoring

The Service Provider or his designated Representative shall ensure that a monitoring plan for all risk assessments are in place. Risk assessments must be monitored in the form of Task Observations to ensure effectiveness and employee understanding. The monitoring of risk assessments shall be formal and records thereof shall be available for audit purposes.

c. Review of Risk Assessment

The Service Provider or his designated Representative shall review the hazard identification, risk assessments and standard safe working procedures prior to any work activity commencement and at least quarterly. Risk Assessment reviews must be documented and kept in the OHS file.

Activities carried out without conducting a risk assessment or found to be non-compliant with the risk assessment, will be stopped until such time a risk assessment is compiled and work is carried out according to the risk assessment.

Risk assessments must be fully communicated to all relevant personnel and must be considered when establishing training, awareness and competency requirements.

19.1 Baseline Risk Assessment

SANRAL has prepared a Baseline Risk Assessment as required by the Construction Regulation as displayed below. The SANRAL Baseline Risk Assessment contains anticipated “Medium” and “High” risk during the contract period.

SANRAL Baseline Risk Assessment

Determination of Levels of Risk

The following factors were considered and rated in accordance with the effect it would have on the items described below, should the event occur:

- Threat to the health and safety of a worker
- Severity of the event
- Likelihood of the event happening
- Event consequence

A risk level was attributed to each event in the following manner:

- Low Risk = 1 – 6
- Medium Risk = 7 – 12
- High Risk = 15 – 25

Risk Ranking:

Consequence		Probability	
Fatality or permanent disability	5	Has happened	A
Major Injury	4	High Probability to Happen	B
Average lost time injury	3	Could Happen	C
Minor Injury	2	Not Likely to Happen	D
Medical treatment only or less	1	Very Unlikely to Happen	E

PROBABILITY LEGEND		CONSEQUENCE / INJURY / LOSS	
A	Has happened	5	Fatality or permanent disability or > R 1,000,000
B	High Probability to happen	4	Major Injury or > R 500,000 < R 1,000,000
C	Could Happen	3	Average Lost time Injury or > R 250,000 < R 500,000
D	Not likely to happen	2	Minor Injury or < R 250,000

E	Very Unlikely to happen	1	Medical Treatment only or Less or No Financial loss
HIGH RISK = 15-25		MEDIUM RISK = 7-12	LOW RISK = 1-6

RANKING					
	A (5)	B (4)	C (3)	D (2)	E (1)
5	25	20	15	10	5
4	20	16	12	10	4
3	15	12	9	6	3
2	10	8	6	4	2
1	5	4	3	2	1

<u>Activity</u>	<u>Associated Hazards</u>	<u>Associated Risks</u>	<u>Risk Rating</u> High Medium Low
Security	Aggrieved members of the public; Uncontrolled people	Protest Riots Theft	M
Working with and handling of hazardous / flammable / toxic materials	Hazardous, flammable and toxic agents	Chemical burns; Fire; Serious injuries; Fatalities	M
Disposal of waste materials	Hazardous waste	Environmental pollution Re-use of containers can have serious health effect on people or fatal.	M
Working in fall risk positions.	Defective / Inadequate equipment; Improper use or non-use of fall protection	Inadequate protection of employees against falls; Slippery work surfaces; Fatality / serious injuries	H

	equipment; Suspension trauma.		
Rope access work – Cleaning of windows	Defective / Inadequate equipment; Improper use or non- use of fall protection equipment; Suspension trauma.	Inadequate protection of employees against falls; Defective anchor points; Fatality / serious injuries	H
Operations involving Noise	Noise	Noise induced hearing loss	M
Working on or near electrical cables	Electricity	Electrical Shock; Electrical arching; Fire; Burns Fatality Serious injury	H
Working with portable electrical equipment – grinders, drills,	Electricity Electrical tools Portable electrical equipment	Electrical shock Cuts Personal injuries	M
Welfare facilities – drinking water; eating facilities; sanitary facilities	Water not suitable for human consumption; Shortage of water; Hazardous substances; Environmental impact.	Serious health effects; Dehydration Environmental pollution	M
General activities	Hazardous biological agents	Serious health effects; Fatality; Pandemic; Epidemic	M

The Service Provider or his designated Representative shall prepare a Baseline Risk Assessment for all tasks that will be performed under this contract. The Baseline Risk Assessment will highlight all work for which the Service Provider or his designated Representative must prepare safe work procedures and or work method statements.

20.1 Continuous Risk Assessment

The Service Provider or his designated Representative shall continuously assess the risks of the activities that are carried out. Risk assessments must be in writing, site specific and must be reviewed at least quarterly to ensure it is current and it address all the relevant hazards and risks associated with the specific activity at the specific site.

The Risk assessment must be discussed with the whole work crew before the activity starts and the work crew must acknowledge in writing having discussed the risk assessment and that they understand it. This acknowledgement must be on site and must be available to SANRAL for audit purposes.

9. LEGAL COMPLIANCE & DOCUMENT CONTROL

The Service Provider is required to implement systems and procedures to ensure legal compliance through:

- Identification of all relevant HSE legislation, standards and codes applicable to its operations.
- Have available copies of all relevant HSE legislation, standards and codes for reference purposes.
- Update legislation, standards and codes with any changes
- Communicate to all employees any changes that may affect their accountabilities and conformances
- Incorporate any legal requirements into their HSE management system
- Monitor and review their HSE management system for effectiveness.

The Service Provider shall, as a minimum, comply with:

- The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times.
- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.

9.1 Legal Appointments

All legal appointments of the Service Provider regarding the Health and Safety of his employees who are to work on this contract are addressed and governed by the OHS Act and applicable Regulations. Legal appointments must be in place and must reflect in the project safety file before work commences.

- i. Overall Supervision and Responsibility for OH&S

SANRAL will appoint the Service Provider in terms of the contract. A Mandatory agreement as per Section 37.2 of the OHS Act, shall be signed between SANRAL and the Service Provider. A copy of the signed Mandatory agreements shall be placed in the OHS file for reference and for audit trail purposes.

It is a requirement that the Service Provider, when he appoints contractors in terms of Construction Regulations 7(1)(c), 7(1)(d), 7(1)(f) and 7(3) includes in his agreement with such Contractors the following:

- OH&S Act (85 of 1993), Section 37(2) agreement: "Agreement with Mandatory"
- OH&S Act (85 of 1993), Section 16(2) appointee(s) as detailed in his/her/their respective appointment forms. (Where applicable)

A copy of the signed Mandatory agreements shall be placed in the OHS file for reference and for audit trail purposes.

ii. Specific Supervision Responsibilities for OH&S

The Service Provider or his designated Representative shall ensure that all contractors coming onto the SANRAL premises have the necessary legal appointments in place and all appointees have received the required training and are deemed competent. Appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated to and agreed with the appointees. Where applicable, the training certificate must be attached to the appointment.

iii. Designation of OH&S Representatives (Section 17 of the OH&S Act)

The Representative of the Service Provider at each SANRAL premises must be appointed as a Health and Safety Representative. The Representative shall identify hazards, assess it and as far as reasonably practicable, eliminate the hazard or treat the risks to as low as reasonable practicable.

iv) Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)

SANRAL has an established OH&S committee, which meets at least three monthly. The OH&S Representatives of the Service Provider are required to attend the OH&S committee meetings with SANRAL and discuss any hazards identified and corrective measures that may have been implemented.

10. OPERATIONAL INTEGRITY

The operational integrity of plant, equipment, structures and protective systems must be monitored and assured on an ongoing basis. Hazards must be identified, assessed and as far as reasonably practicable, eliminated or the risks treated to as low as reasonable practicable (ALARP).

10.1 Plant & Equipment Integrity

10.19.1 Construction Plant & Equipment

The Service Provider or his designated Representative shall ensure that all items of plant and equipment used by Contractors on the SANRAL premises are safe and the correct tools for the task.

SANRAL reserves the right to inspect items of plant and equipment brought onto the premises and used by the contractor. Should it be found that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, the contractor will be advised of such observation / inspection, and the contractor shall be required to repair, make safe or remove such item from operation and replace it with a safe and adequate substitute.

The Service Provider or his designated Representative shall ensure that all plant, equipment, and power tools that are brought onto and used on the premises are:

- Appropriate for the type of work to be performed
- Placed on a register and inspected by a competent person or the authorized operator before use, daily or monthly dependent on Legislation and requirements.
- Inspection findings are recorded on a register.
- The inspection register shall reflect the serial number of the plant, equipment or power tool.
- Maintained and used in accordance with the manufacturers recommendations
- Have adequate machine guarding fitted to all exposed rotating or moving parts, as reasonably practicable, that have the potential to cause harm
- Any defective, damaged or sub-standard equipment must be marked as unsafe for use and removed from operation as soon as possible.

10.19.2 Standards and Registers

As standard procedures, the Service Provider or his designated Representative is expected to:

- Set up an initial set of registers for the equipment that he will use on the SANRAL premises, as per the requirements of the OHS Act and Regulations.
- Maintain a complete, continuous and comprehensive inspection and service history in these registers or checklists
- Ensure daily, weekly, monthly inspections are done and recorded for all plant, tools & equipment by the user as required by the OHS Act and Regulations.
- Have the inspection and maintenance records available for audit purposes.

11. OCCUPATION HEALTH & HYGIENE

11.1 Medical Fitness for Duty

The Service Provider or his designated Representative shall ensure that contractors have valid medical certificates and that they are certified fit for duty by an Occupational Health Practitioner before they are allowed to work on the SANRAL premises.

The medical certificate must be in the form of Annexure 3 of the Construction Regulations and stipulate the possible exposures the employee might be exposed to during the execution of the project.

11.2 First Aid

The Service Providers designated Representative are required to have received training and be certified as a First Aider. The Service Provider shall further have a fully stocked first aid kit, in accordance to Annexure 3 of the General Safety Regulation at each SANRAL premises.

12. MANAGEMENT OF HAZARDOUS CHEMICAL AGENTS

The Service Provider or his designated Representative shall comply with the Hazardous Chemical Agents Regulation of 2020 and shall ensure that hazardous chemical agents brought onto SANRAL premises are easily identifiable and stored according to the requirements of the General Safety Regulations, GNR. 1031 of 1986, Section 4.

Where flammable liquids are being used or stored, this must be done in a manner which would not cause a fire or explosion hazard.

The Service Provider or his designated Representative shall have Material Safety Data Sheets (MSDS) readily available for flammable, hazardous and toxic chemical agents and materials brought onto SANRAL premises and shall ensure that anyone that makes use of the flammable, hazardous, toxic and chemical substances are trained in these MSDS's.

Flammable, hazardous or toxic chemical agents may not be stored in empty food or drink containers. Empty flammable, hazardous and toxic containers must be disposed of in a safe manner, which will prevent further use of such a container.

13. CONTRACTORS

13.1 Consultations, Communications and Liaison

The Service Provider or his designated Representative shall be responsible for the dissemination of all relevant OH&S information to his contractors and the reporting of hazardous/dangerous conditions/situations. The Service Providers designated Representative on site shall be required to attend all SANRAL OH&S meetings.

13.2 Checking, Reporting and Corrective Actions

i. Audits and Inspections by the Employer

The Employer reserves the right to conduct ad hoc audits and inspections as deemed necessary. This will include site safety walks.

ii. Service Providers Audits and Inspections

The Service Provider or his designated Representative must conduct his own regular internal audits to verify compliance with his own OH&S management system, as well as with this specification. The Service Provider or his designated Representative shall furthermore ensure that each contractor's health & safety plan is being implemented by conducting periodic audits at intervals mutually agreed between the contractor and subcontractors, but at least once per month. Results of such audits must be forwarded to the employer.

iii. Recording and Review of Inspection Results

All the results of the abovementioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

13.3 Health and Safety Management Plan

The Service Provider or his designated Representative shall ensure that each contractor coming onto a SARAL premises to conduct work, have a Health and Safety Management Plan. The plan shall be in writing and shall be negotiated between the Contractor and the Service Provider or his designated Representative and must be approved by the Service Provider or his designated Representative prior to the commencement of work on site. The plan shall demonstrate management's commitment to ensure employee health and safety as their primary objective during the contract.

13.4 Project Health and Safety File

The Service Provider or his designated Representative shall ensure that every contractor coming onto SANRAL premises to carry out work, has a project specific Health and Safety File that consist of all the relevant project specific documentation. The Health and Safety file may consist of multiple files, which when combined should contain all the required documentation.

13.5 Contracting Philosophy

The Service Provider or his designated Representative shall ensure that Legal OHS requirements contained in the OHS Act and Regulations as well as SANS Codes are the minimum requirements

Contractors conform to and must enforce this during contracts with contractors with regards to Occupational Health and Safety. In addition, the Service Provider or his designated Representative shall apply, implement and enforce these health and safety specifications as required by SANRAL.

13.6 Workers Compensation Registration

The Service Provider or his designated Representative shall ensure that his employees are covered for any occupational injuries and illnesses in terms of the Occupational Injuries and Diseases Act 130 of 1993, which cover shall remain in place and up to date for the duration of the project. The Service Provider or his designated Representative Contractor shall ensure that contractors coming onto SANRAL premises are covered for any occupational injuries and illnesses in terms of the Occupational Injuries and Diseases Act 130 of 1993, which cover shall remain in place and up to date for the duration of the project

13.7 HSE Non-Compliance

SANRAL has the duty to prevent any unsafe action from the Service Provider or his designated Representative and any contractor working for the Service Provider. Depending on the seriousness of the unsafe action only the specific activity may be stopped until the unsafe action is rectified or the whole operation may be stopped.

13.8 Indemnity by Service Provider

The Service Provider shall indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) resulting from:

- (a) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
 - i. all or any of the Service Provider or his designated Representative or his contractor's workforce as a result of a dispute between all or any of the Service Provider workforce and his Contractors; or
 - ii. all or any of the Service Provider's suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works;
- (b) any unlawful, riotous or disorderly conduct by or amongst the Service Provider or his appointed Contractor's personnel."

13.9 Service Provider Conduct

Guidelines to the most important rules that shall be implemented and maintained by the Service Provider:

- Complete compliance to the OH&S Act and Regulations

- Hazard identification and Risk Assessments for all activities
- Daily communication of DSTI talk before work commences
- Safe access and egress to and from work areas.
- When working from a fall risk position: Compulsory use of lifelines, Safety Harnesses and Fall Arrestors (Lanyards to be attached at all times)
- Good housekeeping and stacking practices
- Securing of tools, equipment and material at heights
- Wearing of appropriate personal protective equipment as identified in the risk assessment

Personal Conduct

The Service Provider or his designated Representative is responsible for ensuring that his and his contractor employees are aware of the hazards / risks involved in the work they will be doing / are doing and shall ensure the safety rules are obeyed.

No person shall act in a manner that endangers or is likely to endanger, the safety of any other person, or cause harm to any other person.

Any dangerous situation, shall as soon as possible be rectified.

Any employee who becomes aware of any person disregarding any safety rules, shall remind that person of the rules. If he persists in disregarding the rules, the matter must be escalated.

No person shall damage, alter, remove, render ineffective or interfere with anything that has been provided for the protection of the site, or for the health and safety of persons.

No person shall interfere with or use firefighting equipment without authority and training.

No person in a state of intoxication or condition that render him incapable of controlling himself shall enter or be allowed to enter the SANRAL premises.

No alcohol or illegal drugs shall be taken onto a SANRAL premises.

All safety and warning signs shall be obeyed.

All employees of the Service Provider and all Contractors working for the Service Provider shall follow the OHS rules and procedures stipulated by SANRAL when entering the SANRAL building and while working inside the SANRAL Building.

13.10 Contractor and Sub-Contractor Management

The Service Provider or his designated Representative shall establish, maintain and ensure that all his contractors establish and maintain HSE standards and systems as necessary and to comply with the Legal requirements as well as these H&S specifications.

13.11 Public Health and Safety

As SANRAL is a public building, the Service Provider or his designated Representative shall, as far as is reasonably practicable, be responsible for ensuring that the health and safety of the public is not put in danger by his activities or the activities of his contractors

14. INCIDENT MANAGEMENT

The Service Provider shall ensure that a culture exists within his company that promotes the recognition, response, reporting and investigation of incidents, including near misses (near hits). The Service Provider must implement a procedure for reporting and investigating accidents, incidents and near misses. The Service Provider should have a clear objective and target to obtain zero injuries for his and his contractor employees the duration of the contract and such an objective must be communicated to all employees.

Appropriate corrective actions must be implemented, and the applicable learnings must be shared within the Service Providers business to prevent a recurrence of the incident or to prevent the near miss from becoming an incident in future.

14.1 Incidents and Accidents

The Service Provider and his contractors shall coordinate their investigation of all accidents/incidents where employees and non-employees were injured to the extent that they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register, which must be updated with each accident/incident.

The Service Provider or his designated Representative shall notify the relevant SANRAL Project Manager and or SANRAL OHS Specialist of any incident / accident within the Service Providers or his Contractors area of responsibility in writing as soon as possible.

Although the accident / incident is reported to the client, the Service Provider and/or his Contractor has a responsibility and is required by law to report any Section 24 accidents and incidents to the Department of Employment and Labour.

It is essential that the Service Provider and/or his Contractor demonstrate that corrective and preventative action has been taken to prevent a similar incident in future and that it is communicated to all the affected staff. A copy of the investigation, corrective and preventative action taken as well as the attendance register of the employees who attended the discussion of the incident and the action implemented to prevent a similar incident, must be forwarded to the SANRAL Project Manager and or the SANRAL OHS Specialist.

Investigations must be completed for:

- Near Miss Incidents (To prevent it from becoming an incident)
- First Aid Case Incidents
- Medical treatment case Incidents
- Fatalities

14.2 Incident Reporting

The Service Provider or his designated Representative shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring. In addition, the Service Provider or his designated Representative shall update monthly the Disabling Injury Frequency Ratio (DIFR) and keep record of it in the safety file.

I _____, duly authorised to sign this Health and Safety Specification on behalf of _____ (the Contractor), do hereby declare that I acknowledge having read and understand this Health and Safety Specifications.

Singed at _____ on this ____ day of _____ 20__

Service Provider Representative Name

Signature

Date

APPENDIX B

- Building Inspection Form

Refer to EXCEL file provided

APPENDIX C

INTEGRATED TRANSPORT INFORMATION SYSTEM



Integrated Transport Information System

ITIS Public User Registration

July 2018

Publication Details

Documentation Details

This document was developed for the South African National Road Agency (SANRAL). For content revisions, questions, or comments, contact the writer at itisissues@nra.co.za.

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Revision History

Revision	Description of Change	Author	Effective Date
0	Initial Release	K Niebuhr	July 2018

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1. Registration

To register a new ITIS user, go to the ITIS website <https://itis.nra.co.za>

- i. Click on Register and accept the Term and Conditions and click on Next

Register - Registration Category

Please select service provider or authority user

Registration Category

Public User

Service Provider: Any person who has authorisation to work for a relevant roads authority and is not a direct employee of the authority.

Authority User: Any person who is employed directly by a relevant roads authority. Please do not attempt to register here if you are not a direct employee as your registration will be declined.

Public User: Any person who is not employed directly by a relevant roads authority. Please do not register here if you are a direct employee.

Registration Category Previous Next Close

- ii. Select Public User from the dropdown on the registration category screen. Click on Next

Figure 1: Registration Category

- iii. Complete the User details form:

Register - User Details

e-Mail address

e-Mail address

Confirmation e-mail address

Confirmation e-mail address

Password

Password

Confirm password

Confirm password

Security Question

Please select

Security answer

Security answer

Name

Name

Surname

Surname

☒ I have a valid RSA ID number

User Details Previous Next Close

Figure 2: User Details

- **E-Mail Address** - This email address will be used as your user name to access this website and the ITIS software. Each user must have their own email address and users will not be allowed to share an email address
- **Password** - This password will be required when trying to access the website and the ITIS software. The password must contain at least 1 UPPERCASE letter, 1 lowercase letter, 1 special character and 1 number
- **Security Question** - Select a security question from the dropdown. This question will be used for confirmation when resetting your password
- **Security Answer** - Enter the answer to the question selected above
- **Name** - Your name
- **Surname** - Your surname
- **Telephone Number** - Your telephone number at the office
- **Mobile Number** - Your mobile number
- **Fax Number** - Your Fax number

- iv. Click on Next
- v. Enter the characters as seen on the Captcha Image and click on Register
- vi. Clicking on Register will send a verification email to the email address you specified. Open the email and click on the email verification link.

ITIS : User Account

New account

A request for access to <http://itisqa.nra.co.za/Portal/> was made:

User: Kallie Niebuhr

Organization: SANRAL

Product/s:

- Incident Capture - Module used for capture of Incident Data
- Project Info - Module used for capture of employment data
- RRM - Module used for the administration of routine road maintenance

[Click here](#) to verify your e-mail address.

Thanks,
The ITIS team

Figure 3: Verification Email

- vii. After a successful email verification, you should be able to Login

APPENDIX D

SARDS Manual

Not applicable

APPENDIX E

2nd TIER PROCUREMENT PROCEDURE

Procurement of Sub-services

Second (2nd) tier procurement include the procurement of any work where either the work is not scheduled or priced, or where the process of procurement of the sub-Service Provider is by means of a prescribed 2nd tier pro-forma document provided by the Employer. It includes the procurement of work where rates have been omitted of where allowance for work is made under provisional sum or prime cost sum.

The following procurement methods is to be followed:

- a) Where work is not scheduled but existing rates for similar work exist in the contract and the work can therefore be executed by the Service Provider or his Targeted Enterprise at existing rates.

No separate procurement process is required. The work is to be quantified and scheduled utilising existing rates and approved through the Works Authorisation process.

- b) Where work is scheduled and the payment calculation is based on a formula specified in the contract document, or where the payment rate is pre-determined or fixed by the Employer.

No separate procurement process is required. The work is to be quantified and approved through the Works Authorisation process.

- c) Where the supplier/sub-Service Provider is not selected by the Service Provider and actual cost is re-imbursable and no procurement process is possible.

No separate procurement process is required. The work is invoiced by supplier/sub-Service Provider on completion and approved through the Works Authorisation process at the end of the contract.

- d) Where there are omitted items as part of the existing scheduled scope of work and no existing rates for similar work exist in the contract.

A proposal for a new rate shall be submitted by the Service Provider and evaluated by the Employer, by comparing with either adjusted relevant rates in the contract, or by comparing with similar rates on similar contract, or by comparing 3 (three) informal quotes to substantiate the rate. The new agreed rate is approved through the Works Authorisation process.

- e) Where work is scheduled under a provisional sum or prime cost sum and the Employer prescribes a 2nd tier pro-forma either by quotation process or open tender process.

The work is to be procured by means of the 2nd tier pro-forma and approved through the Works Authorisation process.

- f) Where work is scheduled under a provisional sum or prime cost sum and there is not a 2nd tier pro-forma available from the Employer and the estimated cost of the work is equal or less than R 1 000 000.00.

A minimum of 3 (three) quotations shall be obtained from sub-Service Providers and approved through the Works Authorisation process.

The following is the minimum requirements for this process:

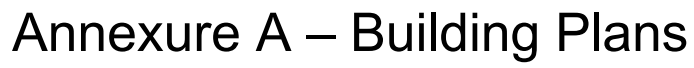
-
- Targeted Enterprises that are either QSE or EME and at least 51% black owned.
 - Quotation to include form of quotation, CSD registration, tax compliance certificate/PIN number and a certified copy of the original B-BBEE certificate / Sworn Affidavit.
 - Quotations to be evaluated on price and preference.
-

g) Where work is scheduled under a provisional sum or prime cost sum and there is not a 2nd tier pro-forma available from the Employer and the estimated cost of the work is more than R1 000 000.00.

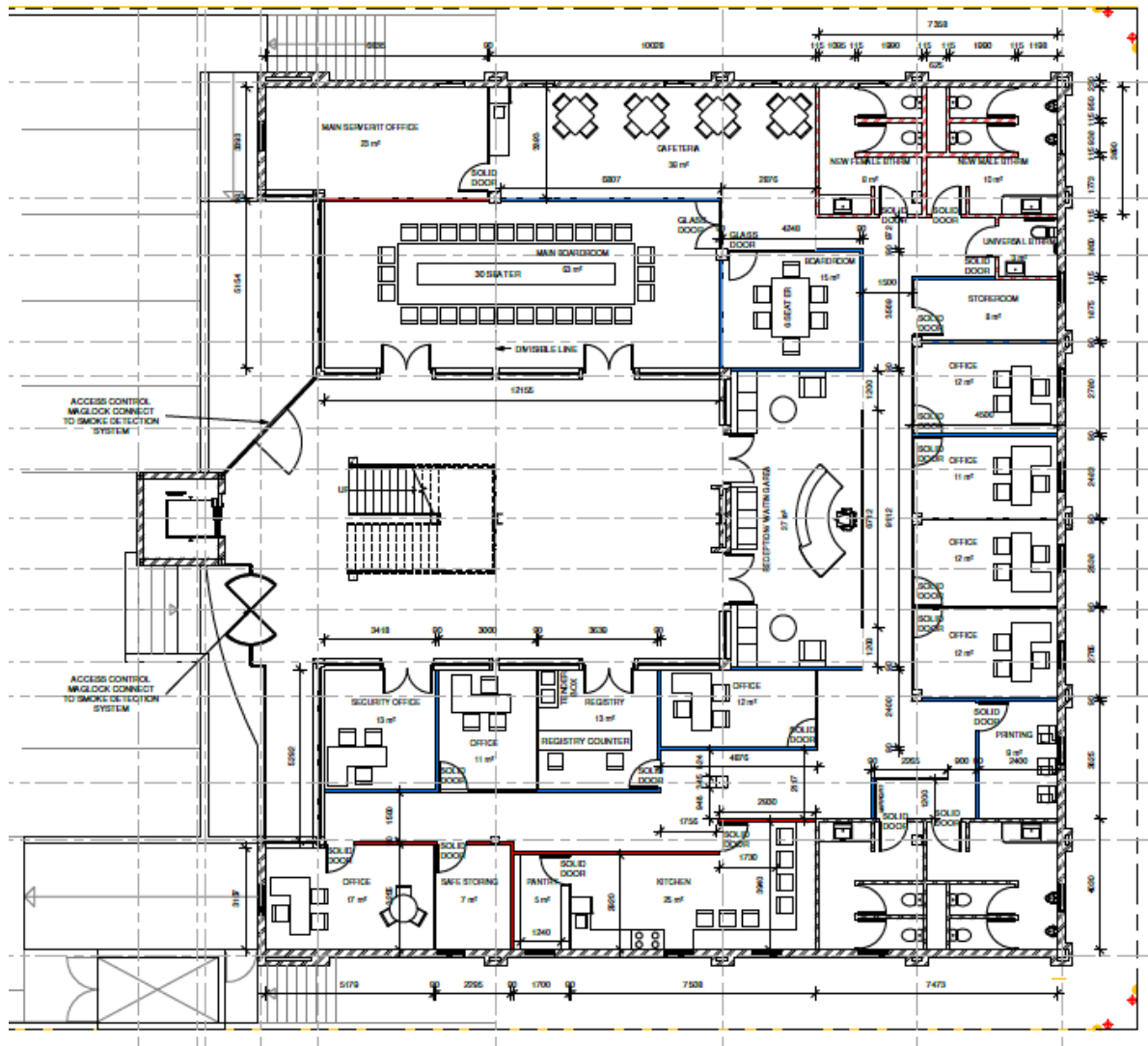
The work is to be procured through an open tender and approved through the Works Authorisation process. The following is the minimum requirements for this process:

- Tenders to close at the office of the Employer.
 - Targeted Enterprises that are either QSE or EME and at least 51% black owned.
-
- Tender documents to include Form of Offer, CSD registration, tax compliance certificate/PIN number, a certified copy of the original B-BBEE certificate, SBD1, SBD4, SBD8, SBD9, SBD6.2 and Form A2.2.
 - Tenders to be evaluated on price and preference.
-
-

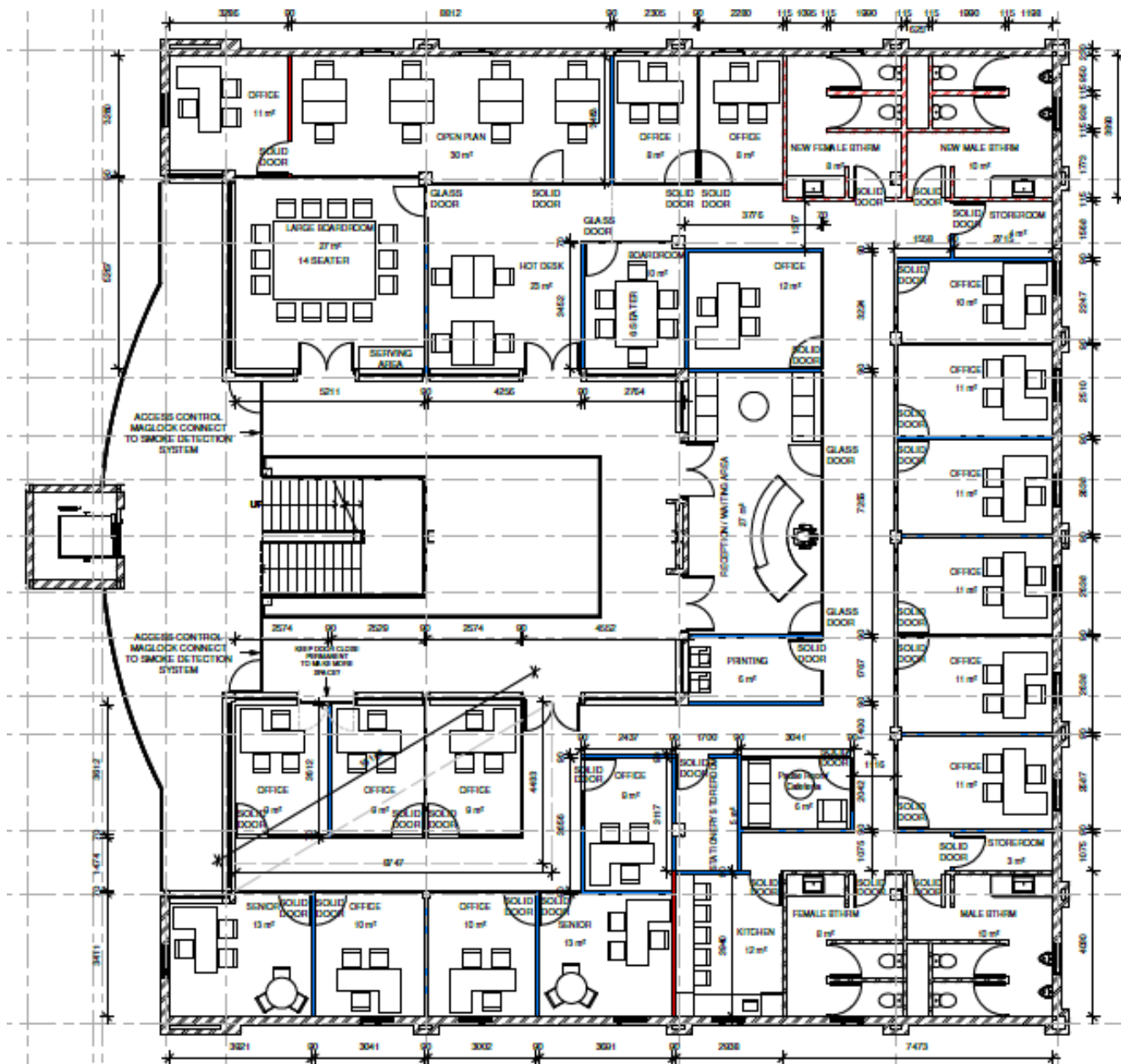
PART C5: ANNEXURES



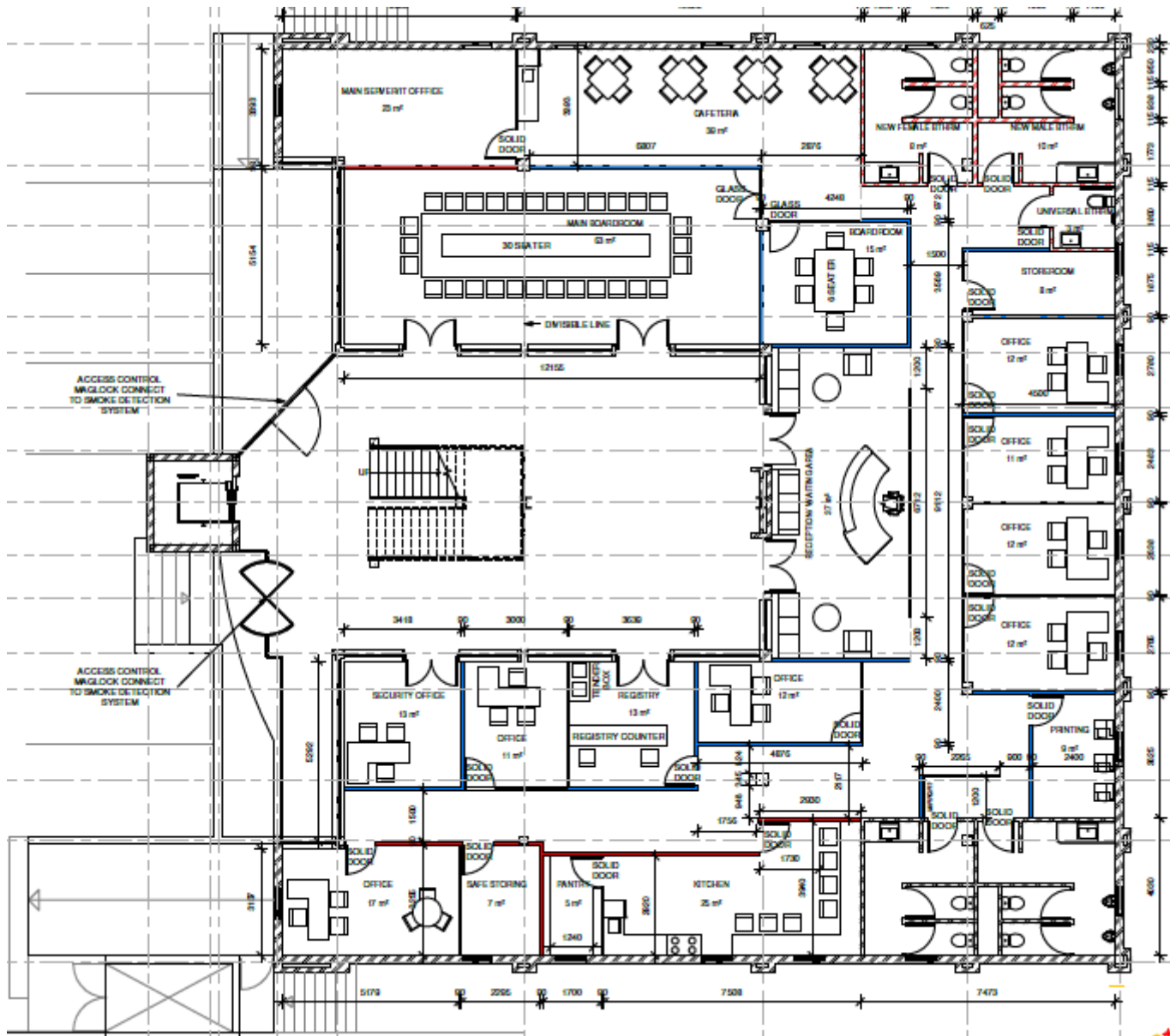
Ground Floor (0):



First Floor (1):



Second Floor (1):



Annexure B – Existing maintenance contracts

NOT APPLICABLE

NOTE: Hygiene, Cleaning, Pest Control and Water Supply and Cups will have new subcontracts in place before end November 2025