SOUTH AFRICAN NATIONAL PARKS

CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK

CONTRACT NO: CI-WK-0006/A

TENDER DOCUMENT

March 2026

ISSUED BY:
Mr Garret Kobe
Manager: SCM – Infrastructure & Special Projects
SOUTH AFRICAN NATIONAL PARKS
P.O. BOX 787
PRETORIA
0001

Tender Advert Date: **18 March 2026**

Name of Tenderer: ……..

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

The Tenderer is required to check the numbers of pages and should any be found to be missing or duplicated, or should any of the typing be indistinct, or any doubt or obscurity arise as to the meaning of any description or particular of any item, or if the Tender Document contains any obvious errors, then the Tenderer must immediately inform the Employer and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Tenderer having failure to comply with the foregoing instructions.

IMPORTANT NOTICE:

- **Tender offers must be properly received on the tender closing date and time specified on the invitation fully completed handwritten legibly in non-erasable black ink and signed where required.**
- **The use of correction fluid is prohibited. Corrections must be crossed out and initialled.**
- **The tenderer must submit a complete document inclusive of all parts including a fully priced Bills of Quantities.**

For ... ses only

1: The Tender

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Contractor	Witness for Contractor	Employer	Witness for Employer

Part T1: Tendering procedures

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T1.1: Tender Notice and Invitation to Tender (SBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN NATIONAL PARKS					
BID NUMBER:	**CI-WK-0006/A**	CLOSING DATE:	**16 April 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					

Location of tender box: Reception, Park Management Offices, West Coast National Park

Physical address: **Park Management Offices, Main Street Langebaan**
(Tender Box is open between 08h00 – 15h30 and weekdays only.)

Tenderers should ensure that tenders are delivered timeously to the correct address.

Identification details: **CI-WK-0006/A: CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK**

South African National Parks invites tenders for **CI-WK-0006/A: CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK**

ELIGIBILITY

1. **Required CIDB Grading**

a) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contactor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **4 GB** or higher class of construction work, are eligible to submit tenders.

b) Joint ventures are eligible to submit tenders provided that:
   i. every member of the joint venture is registered with the CIDB
   ii. the lead partner has a contractor grading designation in the **4 GB** class of the construction work; or not lower than one level below the required grading designation in the class of construction works under consideration and possess the required recognition status;
   iii. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered of **4 GB** class of construction work or a value determined in accordance with the Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

2. **Functionality Criteria Applicable**

The tender will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet the minimum functionality score will result in the tender being disqualified from further evaluation:

The following pre-qualification / eligibility criteria apply:
(a) General Building Construction Experience (Maximum 12 points)

a) General Building Construction (Maximum 12 Points)
Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience in General Building Projects (GB), specifically new building works.

Tenderers who fail to meet the minimum threshold shall be declared non-responsive and subsequently rejected. The onus

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rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation and award of points.

Where insufficient information is provided, zero points will be awarded for such particular criterion. The quality criteria and maximum score in respect of each of the criteria as follows:

Functionality criteria	**Points scoring**	**Maximum number of points**
Contracts of value exceeding R 1 million to R4,5 million (VAT Incl.)	2 points per contract	**12**
Maximum possible score for quality		**12**

Tenderer to submit list of past and current projects for functionality information – information must clearly state project information, contractor to submit "Letter of Intent" for current projects, and "Completion Certificates" for completed projects. Project details shall include telephone contact details of either the client or the engineer for the project.

TENDERER TO SUBMIT LIST OF PAST AND CURRENT PROJECTS FOR FUNCTIONALITY INFORMATION – INFORMATION MUST CLEARLY STATE PROJECT INFORMATION, CONTRACTOR TO SUBMIT "LETTER OF INTENT" / "LETTER OF AWARD" FOR CURRENT PROJECTS, AND "LETTER OF AWARD" AND "COMPLETION CERTIFICATES" FOR COMPLETED PROJECTS. PROJECT DETAILS SHALL INCLUDE TELEPHONE CONTACT DETAILS OF EITHER THE CLIENT OR THE ENGINEER FOR THE PROJECT.

Tenderers are required to score a minimum of **8 points** out of a possible **12 points** for further evaluation.
Refer to Clause **C3.11** in the Tender Data for the detailed functionality criteria and point system for evaluation.

3. **Evaluation Method for Responsive tenders**

Financial & Preference Offer
This tender will be evaluated according to the PPPFA and Regulations (2022) and the 80/20 preference points scoring system will be applicable.

4. **Responsiveness Criteria**

4.1 The following substantive responsive criteria are applicable to the tender. Failure to comply with the criteria stated hereunder **shall** result in the tender offer being disqualified from further consideration:

a) Only those tenderers who **satisfy the eligibility criteria** stated in the Tender Data May submit tenders.
b) Tender offer **must be properly received** on the tender closing date and time specified completed by hand and writing legibly in non-erasable black ink (as per Standard Conditions of Tender). Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
c) Submission of **Invitation to Bid** (SBD1)
d) Signed tender offer and per the **Form of Offer** in the tender document.
e) Tenderers must **comply with the Record of Addenda** to tender documents, if any.
f) Tenderer **shall submit a full priced Bills of Quantity** together with this tender handwritten legibly in non-erasable black ink.
g) Attendance of **the compulsory briefing meeting**.
h) Registration on National Treasury's Central Supplier Database (CSD).
i) Must be **tax compliant at tender award stage.**
j) **Valid Letter of Good Standing** in Building or Civil Field issued by the Department of Labour

4.2 Tenderers may be required to submit the below documents where applicable. The Employer **reserves the right to request further information on the mentioned criteria.** Failure to submit further clarification and/or documentation within 7 (seven) calendar days from request as specifically indicated, will disqualify the tender offer from further consideration.

a) Any correction to be initialled by the person authorised to sign the tender documentation as per Resolution of Board of Directors or JV.
b) Submission of proof of Registration on National Treasury's Central Supplier Database.
c) Record of Addenda – Tenderer might be requested to confirm receipt and/or compliance with record of addenda if the "record of addenda" was not submitted with the bid at the closing date.
d) Other documents that will not affect the competitiveness of the tender.

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4.3 The administrative requirements applicable to specific goals are listed below. Tenderers will not be requested to submit or complete the below document/s if not provided in the original tender proposals. Failure to comply with the criteria stated hereunder **shall** result in the tenderer not allocated points for specific goals.

a) Submission of a completed Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2022.
b) B-BBEE certificate (DTIC or SANAS) or sworn affidavit to support points claimed for specific goals (Original or certified copy).
c) A trust, consortium or joint venture (including unincorporated consortia or joint ventures) must submit a consolidated B-BBEE certificate issued by a SANAS accredited service provider.

5. **Method to Calculate Points for Specific Goals**

The 80/20 system for requirements with a Rand value of R 50,000,000 (all applicable taxes included) will be the applicable Preference Point System for this tender.

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system)**	**Documentation to be submitted by tenderers to validate their claim**
1) Percentage black ownership		
Persons historically disadvantaged on the basis of race with 100% black ownership **OR**	**8**	Bidders to submit valid B-BBEE certificate or sworn affidavit DTIC or SANAS certificate clearly indicating the percentage Black ownership. For JV's, only SANAS certificates are acceptable.
Persons historically disadvantaged on the basis of race with 75% - 99% black ownership **OR**	**6**	
Persons historically disadvantaged on the basis of race with 60% - 74% black ownership **OR**	**4**	
Persons historically disadvantaged on the basis of race with 51% - 59% black ownership **OR**	**3**	
Persons historically disadvantaged on the basis of race with 0 – 50% black ownership	**2**	
2) Exempted Micro Enterprise or Qualifying Small Enterprises		
Exempted Micro Enterprise (annual turn-over below R10 million) **OR** Qualifying Small Enterprises (annual turn-over between R10 million & R50 million)	**4**	Bidders to submit valid B-BBEE certificate or sworn affidavit DTIC or SANAS certificate clearly indicating the percentage Black ownership. For JV's, only SANAS certificates are acceptable.
3) Locality		
To Qualify, bidder must include verifiable proof of business address in the Western Cape Province, older than two years.	**8**	To qualify, bidder must provide / include verifiable proof of business address in one of the criteria, older than 2 years: • Rental/lease agreement in the name of the bidding company with proof of payment for the month prior to closing of the tender, OR • Ownership of business premises - municipal account in the name of the bidding company to confirm 2-year business address.
TOTAL MAXIMUM POINTS CLAIMED BY THE SERVICE PROVIDER	**20**	

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6. **Eligibility in Respect of Risk to the Employer**

Tender offers will be evaluated inclusive of a standard risk management assessment criterion in respect of tenders received for routine projects in the engineering and construction works environment.

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight/importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee. A tender offer will be declared non-responsive and removed from any further evaluation if any one of the criteria is found to present an unacceptable risk to the Employer:

6.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 (five) years.
Criterion 2: Contractual commitments and quality of performance on comparable projects during the past 5 years.
Criterion 3: Suitably qualified and appropriately experienced human resources
Criterion 4: Attendance of compulsory bid clarification meeting by a suitably qualified and experienced representative of the tenderer.

Note: Some of the above elements are measured in the functionality criteria in this tender. However, tenderers must complete the documentation to record information in the "Capacity of Tenderer" T.2.2.7 Forms,

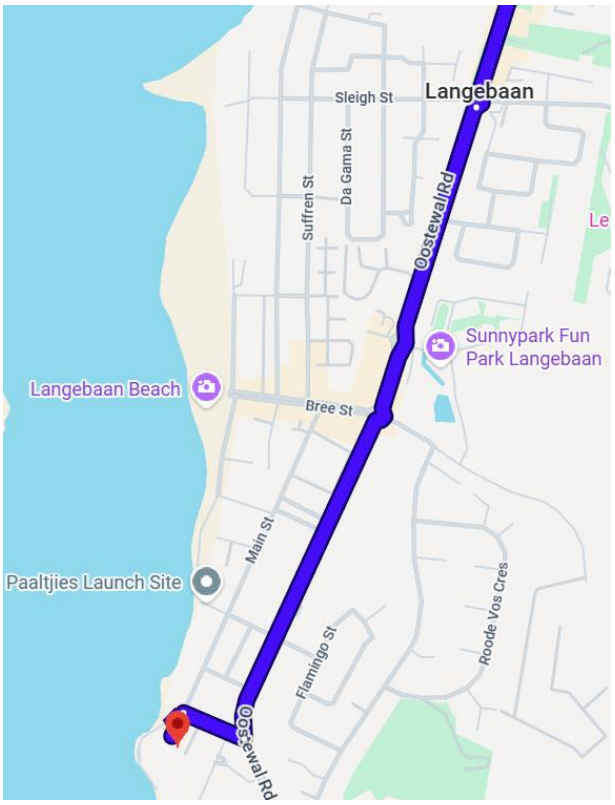
6.2 Commercial risks: The financial viability assessment evaluates the risk over the life of the construction period as to whether the tenderer can deliver the works which are specified in the contract and/or be able to fulfil guarantees and warranties provided for the contract to complete the project successfully for the amount tendered. Aspects to be considered include, but are not limited to, the respective rates tendered, bank rating, financial capability and capacity and whether the tenderer has or has access to sufficient financial resources to deliver the works described in the tender document (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impeding legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or delivery of the works, financial report from auditors as proof of current liquidity and financial statements.

7. **Contract Participation Goal Targets and CIDB B.U.I.L.D Programme**

Contract participation goals: None
CIDB B.U.I.LD. Programme: None

The physical address for collection of tender documents is:
Park Management Offices
West Coast National Park
2 Main Street
Langebaan
7357

GPS co-odinates: S 33° 5' 50.091"
E 18° 1' 45.377"



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Tender documents will ONLY be available at the compulsory clarification meeting.
A non-refundable tender deposit of **R 300-00** payable in cash is required on collection of the tender documents. There will be no EFT facilities available – **Cash Only**

Tender documents will be available **for sale from 10:00 – 11:00** on a first-come-first-serve basis before the compulsory briefing session. Should you not be able to procure a tender document before the start of the compulsory briefing session, time will be allowed after the briefing session and site visit for such. Please note that the **Tender Briefing Meeting Certificate** in the tender document **will only be signed after the site visit which forms part of the compulsory briefing session.**

Queries relating to the issue of these documents may be addressed to:
All Queries
Mr Garret Kobe Tel No: (012) 426 5132
Email: garret.kobe@sanparks.org

A compulsory clarification meeting with representatives of the Employer will take place **West Coast Park Management Offices Boardroom** in **West Coast National Park on 26 March 2026 starting at 11:00.** A **15-minute grace period will be allowed**, after which **no one will be allowed to enter the session after 11:15**, and this will not stop the briefing session from starting at 11:00**. It is your responsibility to travel to the park timeously**.

The Tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to the form and nature of the Site, the quantities and nature of the work and materials necessary for the completion of the Works and the means of access of the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. The tenderer must be represented at the site inspection by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Attendance of the site inspection is compulsory, and a tender will be disqualified if the site inspection is not attended by a representative of the tenderer.

The closing time for receipt of tenders is 16 April 2026 @ 11:00. E-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued at the site clarification meeting and fully completed in writing legibly in non-erasable black ink and signed where required. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Garret Kobe**	CONTACT PERSON	**Richard Williams**
TELEPHONE NUMBER	**012 426 5132**	TELEPHONE NUMBER	**021 983 9304**
E-MAIL ADDRESS	garret.kobe@sanparks.org	E-MAIL ADDRESS	richard.williams@sanparks.org

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE				

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NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES OFFERED?		☐Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.

1.4. THE CONDITIONS OF TENDER ARE THE STANDARD CONDITIONS OF TENDER AS CONTAINED IN **ANNEX C OF THE CIDB STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT (AUGUST 2019)**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……

PROTECTION OF PERSONAL INFORMATION ACT, 4 of 2013 (POPIA)

SANParks adheres to the Protection of Personal Information Act, 4 of 2013 (POPIA) requirements regarding personal information which came into effect 1 July 2021. SANParks is committed to

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protecting your privacy and ensuring that personal information collected is used properly, lawfully and transparently.

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T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in **Annex C of the CIDB Standard for Uniformity in Construction Procurement** as per Government Gazette Notice No. 423 Published in Government Gazette No 4622 of 8 August 2022 and as amended from time to time**,** (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to the Tender Data.)

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of the Tender Data given below is cross-referenced to the clause marked "C" in the above-mentioned Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
C 1.1	The Employer is the South African National Parks.
C 1.2	The tender documents issued by the employer comprises: **THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender T1.2 - Tender data **Part T2: Returnable documents** T2.1 - List of returnable documents T2.2 - Returnable schedules **THE CONTRACT** **Part C1: Agreements and Contract data** C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 – Form of Guarantee **Part C2: Pricing data** C2.1 - Pricing assumptions C2.2 - Bill of Quantities **Part C3: Scope of work** C3 - Scope of work **Part C4: Site information** C4 - Site information **Part C5: Drawings** C5 - Drawings, schedules and specifications
C 1.4	Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this tender document, please refer queries, in writing, to the contact person listed below. Under no circumstances may any other employee within the SANParks be approached for any information. Any such action may result to disqualification of a response submitted in competition to the tender process.

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Clause number	Tender Data
	Enquiries should reference specific page and or paragraph numbers, where appropriate. **All questions/enquiries must be forwarded in writing not later than 9 April 2026 at 12:00.** Questions/enquiries received after **12:00 on 9 April 2026** will not be considered. Name: Garret Kobe Capacity: Manager SCM: Infrastructure and Special Projects Address: PO Box 787, PRETORIA, 0001 Tel: 012 426 5132 E-mail: Garret.kobe@sanparks.org The language for communications is English
C 2.1 C3.11	**1. Eligibility in respect of CIDB Registration** Only those tenders who satisfy the following eligibility criteria and who provide the required evidence in their tender submission are eligible to submit and have their tenders evaluated: Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submission, are eligible to have their tenders evaluated: **a) It is estimated that tenderers must have a CIDB contractor grading designation of 4 GB or Higher.** **b) Joint Ventures are eligible to submit tenders provided that:** **i. every member of the joint venture is registered with the CIDB;** **ii. the lead partner has a contractor grading designation in the 4 GB class of construction work; or not lower than one level below the required grading designation in the class of construction works under consideration and possess the required recognition status.** **iii. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4 GB class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.** **2. Functionality Criteria Applicable** The Functionality criteria and scoring are described below. A tender that fails to obtain the minimum qualification score for functionality is not an acceptable tender and shall be deemed non-responsive and subsequently rejected. • **Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience, personnel, plant and equipment and financial ability to undertake work of this nature** • **Tenderers are required to score a minimum of 8 points out of a possible 12 points (in order to proceed to the second stage)** • **Tender offers that fail to score the minimum number of points for the first stage shall be rejected** • **The onus rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation, and award of points**

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Clause number	Tender Data

The following functionality criteria apply:
(a) General Building Construction Experience (Maximum 12 points)

Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience in General Building Projects (GB), specifically new building works.

Where insufficient information is provided, zero points will be awarded for such criterion. The quality criteria and maximum score in respect of each of the criteria as follows:

Functionality criteria	Points Scoring	Maximum number of points
Contracts of value exceeding R 1 million to R4,5 million (VAT Incl)	2 points per contract	**12**
Maximum possible score for sub-criteria		**12**

The tenderer must submit a list of past and current projects for functionality evaluation – information must clearly state project information. Tenderer to submit the following to proof experience:

- **Letter of appointment for current projects, and**
- **Completion certificates" for completed projects.** The certificate must include the scope of work and value of the project.

Project details shall include telephone contact details of either the client or agent for the project.

3. Method to be used to calculate points for Price and Specific goals

The following price and preference point system is applicable to this tender:

- **The 80/20 system for requirements with a Rand value up to R 50 million (all applicable taxes included) will be applicable.**

Points for this bid shall be awarded as follows:
(a) Price; and
(b) Specific Goals

The maximum points for this bid are allocated as follows:

Price	80
Specific Goals: Preference Points	20

Total Points for Price and Specific Goals must not exceed 100

The employer reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the employer.

TENDER EVALUATION POINTS CALCULATION

The total number of tender evaluation points (T_{EV}) will be calculated in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where;

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with;
N_P is the number of tender evaluation points awarded for specific goals.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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Clause number	Tender Data

a) POINTS AWARDED FOR PRICE

80/20 preference point system for acquisition of goods or services for Rand value up to R50 million (all applicable taxes inclyded).

The following formula will be used to calculate the points out of 80 for price in respect of a tender with a Rand value up R50 million, inclusive of all applicable taxes:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

b) POINTS AWARDED FOR SPECIFIC GOALS

SANParks has identified the following specific goals to advance the categories of persons as part of its procurement processes. Specific goals for the tender and points claimed are indicated per the table below and the **tenderer must complete SBD 6.1.**

The specific goals allocated points in terms of this Tender	Number of points allocated (80/20 system)	Documentation to be submitted by tenderers to validate their claim
1) Percentage black ownership (Maximum of 8 points)		
Persons historically disadvantaged on the basis of race with 100% black ownership, or	8	Bidders to submit valid B-BBEE certificate or sworn affidavit DTIC or SANAS certificate clearly indicating the percentage Black ownership. For JV's, only SANAS certificates are acceptable.
Persons historically disadvantaged on the basis of race with 75% - 99% black ownership, or	6	
Persons historically disadvantaged on the basis of race with 60% - 74% black ownership, or	4	
Persons historically disadvantaged on the basis of race with 51% - 59% black ownership, or	3	
Persons historically disadvantaged on the basis of race with 0 – 50% black ownership	2	
2) Exempted Micro Enterprise or Qualifying Small Enterprises		
Exempted Micro Enterprise (annual turn-over below R10 million), or Qualifying Small Enterprises (annual turn-over between R10 million & R50 million)	4	Bidders to submit valid B-BBEE certificate or sworn affidavit DTIC or SANAS certificate clearly indicating the percentage Black ownership. For JV's, only SANAS certificates are acceptable.
3) Locality (Maximum of 8 points)		
Bidders that are located within **Western Cape Province**	8	To qualify, bidder must provide / include verifiable proof of business address in one of the criteria, older than 2 years: • **Rental/lease agreement in the name of the bidding company with proof of payment for the**

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Clause number	Tender Data

		month prior to closing of the tender, OR • Ownership of business premises - municipal account in the name of the bidding company to confirm 2-year business address.
Bidders that are not located in the Western Cape Province	0	
TOTAL MAXIMUM POINTS CLAIMED BY THE SERVICE PROVIDER	**20**	

NB: Bidders who are not located in the Western Cape Province and who are not EME's or QSE's may still tender but will not claim points for specific goals. Failure to provide the afore-mentioned documentation, will result in an allocation of zero points for specific goals.

Important Notes:

- **A "zero" score will be applied if Tenderers does not qualify for any of the above mentioned "specific goals".**
- **The Tender will not be disqualified if any of the two "specific goals" mentioned above are not met.**

The **administrative requirements applicable to specific goals**: Tenderers **will not be required to submit the below document/s if not provided and/or completed in the original tender proposals**. Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

a) **Submission of Preference Points Claim Form in terms of the Preferential Procurement regulations, 2022.**
b) **A trust, consortium or join venture (including unincorporated consortia or joint ventures) must submit a consolidated B-BBEE certificate issued by a SANAS accredited service provider.**

4. Eligibility in Respect of Risk to the Employer

Tender offers will be evaluated inclusive of a standard risk management assessment criterion in respect of tenders received for routine projects in the engineering and construction works environment.

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight/importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee. A tender offer will be declared non-responsive and removed from any further evaluation if any one of the criteria is found to present an unacceptable risk to the Employer:

Technical risks:

Criterion 1: Experience on comparable projects during the past 5 (five) years.

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Clause number	Tender Data
	Criterion 2: Contractual commitments and quality of performance on comparable projects during the past 5 years. **Criterion 3: Suitably qualified and appropriately experienced human resources** **Criterion 4: Attendance of compulsory bid clarification meeting by a suitably qualified and experienced representative of the tenderer.** **Note: Some of the above elements are measured in the functionality criteria in this tender. However, tenderers must complete the documentation to record information in the "Capacity of Tenderer" Forms.** **Commercial risks: The financial viability assessment evaluates the risk over the life of the construction period as to whether the tenderer can deliver the works which are specified in the contract and/or be able to fulfil guarantees and warranties provided for the contract to complete the project successfully for the amount tendered. Aspects to be considered include, but are not limited to, the respective rates tendered, bank rating, financial capability and capacity and whether the tenderer has or has access to sufficient financial resources to deliver the works described in the tender document (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impeding legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or delivery of the works, financial report from auditors as proof of current liquidity and financial statements.**
C 2.7	The arrangements detail for the compulsory clarification meeting are stated under Part T1.1: Tender Notice and Invitation to Tender. Tenderers must complete and sign the attendance register at the clarification meeting in the name of the tendering entity.
C 2.12	No alternative tender offers will be considered
C 2.13.2	Electronic tender offers will not be accepted. Tenders may only be submitted on the tender documentation that is issued at the site clarification meeting and fully completed in handwritten legibly in non-erasable black ink and signed where required.
C2.13.2	The list of returnable documents identifies the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his/her tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the full tender document with all the completed returnable back to SANParks on or before the closing date and time.
C.2.13.2	The tenderer will be required to submit a fully priced Bills of Quantities together with this tender.
C 2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.
C 2.13.5	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of tender box:** **Reception, Tender Box, West Coast National Park Management Offices** **Physical address:** **Park Management Offices, West Coast National Park, Main Street,**

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Contractor	Witness for Contractor	Employer	Witness for Employer

Clause number	Tender Data
	Langebaan, 7357 **(Tender Box is open between 08h00 – 15h30 and weekdays only.)** **Identification details**: **CI-WK-0006/A: CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK**
C 2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C 2.16	The tender offer validity period is 12 weeks (84 Calendar days).
C2.16.3	Omit the wording of the last sentence for those projects that are subject to CPAP (Contract Price Adjustment Provision).
C 2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C 3.4.1	The time and location for opening of the tender offers are: Date and Time: **16 April 2026 11:00** Place: **West Coast National Park Management Offices**
C3.8	The words “responsive tender” and “acceptable tender” shall be construed to have the same meaning.
C3.9.3	Omit the wording and replace with the following: “Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4.
C3.9.4	Omit the wording of the first sentence and replace with the following: “In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:”
C3.9.4	Add sub paragraph c) to C.3.9.4 as follows: **c) If the tenderer does not accept the corrected tender offer or cannot reach consensus with the Employer on the corrected tender offer, the tender is to be classified as not acceptable/non-responsive and removed from further contention.**
C 3.11.1	The procedure for the evaluation of responsive tenders is: Financial Offer and Preference
C 3.13	Add the following sub-paragraphs h) and i) as follows: h) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; i) the tenderer has not: i) abused the employer’s supply chain management system; ii) committed fraud or any other improper conduct in relation to such system; or iii) failed to perform on any previous contract and has been given a written notice to this effect;
C 3.17	The number of paper copies of the signed contract to be provided by the Employer is one.

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Contractor	Witness for Contractor	Employer	Witness for Employer

Annexure C

Standard Conditions of Tender

(As per Construction Industry Development Board, Government Gazette No 42622, 8 August 2019)

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: *1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) conflict of interest means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

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Contractor	Witness for Contractor	Employer	Witness for Employer

d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

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C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.
C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

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Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorised signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

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C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.
Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

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C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

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C.3.6 non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer*'s* opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work*,*

b) significantly change the Employer*'s* or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:
   i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
   ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	**Qualitative interpretation of goal**
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report
h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

a. is not under restrictions, or has principals who are under restrictions,

b) preventing participating in the employer's procurement;

c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical

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competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

d) has the legal capacity to enter into the contract;

e) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

f) complies with the legal requirements, if any, stated in the tender data; and

g) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and

c) other revisions agreed between the employer and the successful tenderer

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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Part T2: Returnable Schedules

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T2.1: List of Returnable Documents

The complete tender document as received from the employer, together with all additional documentation as requested, must be submitted. No documentation must be removed from the tender document.

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for tender completeness and evaluation purposes and will be included in the Contract

- **SBD 1 – Invitation to Bid (Compulsory)**
- **Resolution of Board of Directors**
- **Resolution of Boards of Directors/Members/Sole Proprietor/Partners of Partnership (i.e. of each legal person to comprise the Joint Venture Partnership) (where applicable)**
- **Special Resolution of Joint Venture Partners (where applicable)**
- **Compulsory Enterprise Questionnaire**
- **Record of Addenda to tender documents**
- **Proposed Amendments and Qualifications**
- **Capacity of Tenderer (Work Capacity, Qualifications of Proposed Site Supervision, Particulars of previous and current commitments)**
- **Tender Briefing Meeting Certificate (Compulsory)**
- **Acknowledgement of Health & Safety Specifications**
- **Acknowledgment of Environmental Management Programme**
- **SBD 4 Bidders Disclosure**
- **SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement regulations, 2022**
- **Standard Bidding Documents declaration**
- **Schedule of Proposed Sub-Contractors (where applicable)**

2 Other documents required only for tender evaluation purposes

- **A valid Tax verification pin as issued by the South African Revenue Services**
- **An original and valid B-BBEE sworn affidavit, DTIC or SANAS certificate, or certified copy thereof. [For JV's, only SANAS certificates are acceptable] if points are claimed.**
- **Valid Letter of Good Standing in Building or Civil Field issued by Department of Labour or FEM**
- **Company Registration Form – certified copy**
- **Proof of valid Cidb Registration in the correct Cidb grading**
- **Documentation for Functionality evaluation as specified.**

3 Other documents that will be incorporated into the contract

- **Health & Safety Specifications for the Project (Including Baseline Risk Assessment)**
- **Code of Conduct for Working in a National Park**
- **Environmental Management Programme**

4 C1.1 Offer and Acceptance (the offer portion of C1.1) (Compulsory)

5 C1.2 Contract Data (Part 2)

6 C2.2 Bills of Quantities (As per tender document, completed in handwritten in black ink) (Compulsory)

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Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

T2.2 Returnable Schedules

This returnable schedule needs to be completed if the tenderer is a company or other legal person.

T2.2.1 Resolution of Board of Directors / Members / Partners

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____
(*legally correct full name and registration number, if applicable, of the Enterprise)*

Held at _____ (*place)*

On _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender to the South African National Parks in respect of the following project:
   _____

   _____
   (*project description as per Tender Document)*

   Tender Number: _____ *(Tender Number as per Tender Document)*

2. *Mr/Mrs/Ms: _____

   in *his/her Capacity as: : _____(*Position in the Enterprise)*

   and who will sign as follows: : _____

   be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Note:

1. **** Delete which is not applicable***
2. ***NB. This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise***
3. ***Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page***

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This returnable schedule needs to be completed if the tenderer is a joint venture. This form must be completed by each partner of the joint venture. The name of the principal partner must be stated under Point 2.

T.2.2.2 Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (i.e. of each legal person to comprise the Joint Venture Partnership)

RESOLUTION of a meeting of the Board of *Directors / Members / Sole Proprietor/ Partners of:

_____

_____

(*Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at _____ (*place)*

On _____ *(date)*

RESOLVED that:

3. The Enterprise submits a Tender, in Joint Venture with the following Enterprises:

   _____

   _____

   (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture)

   to the South African National Parks in respect of the following project:

   _____

   _____

   (*Project description as per Tender Document)*

   Tender Number: _____(*Tender Number as per Tender Document)*

4. The Principal Partner of the Joint Venture will be

   _____

   _____

   (*Legally correct full name and registration number, if applicable, of the Principal Partner of Joint Venture)*

5. *Mr/Mrs/Ms: _____

   in *his/her Capacity as: _____*(Position in the Enterprise)*

   and who will sign as follows: _____

   be, and is hereby, authorised to sign a joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the joint venture, in respect of the project described under item 1 above.

6. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the South African National Parks in respect of the project described under item 1 above.

7. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the South African National Parks in respect of the project under item 1 above:

   Physical address: _____

   _____

   _____

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_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:

1. **** Delete which is not applicable***
2. ***NB. This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise***
3. ***Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page***

ENTERPRISE STAMP

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

This returnable schedule needs to be completed if the tenderer is a joint venture.

T2.2.3 Special Resolution of Joint Venture Partners

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a joint venture to jointly tender for the project mentioned below: (*legally correct full names and registration numbers, if applicable, of the Enterprises forming a Joint venture)*

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

_____

Held at _____ (*place)*

On _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in joint venture partnership to the South African National Parks in respect of the following project:

_____

_____

(*Project description as per Tender Document)*

Tender Number: _____(*Tender Number as per Tender Document)*

B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____*(Position in the Enterprise)*

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and who will sign as follows: _____
be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in joint venture mentioned above.

C. The Enterprises constituting the Joint Venture, notwithstanding its composition, shall conduct all business under the

name and style of: _____

D. The Enterprises to the Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Joint Venture deriving from, and in any way connected with, the contract entered into with the South African National Parks in respect of the project described under item A above.

E. Any of the Enterprises to the Joint Venture intending to terminate the Joint Venture agreement, for whatever reason, shall give the South African National Parks 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the South African National Parks for the due fulfilment of the obligations of the Joint Venture as mentioned under item D above.

F. No Enterprise to the Joint Venture shall, without the prior written consent of the other Enterprises to the Joint Venture and of the South African National Parks, cede any of its rights or assign any of its obligations under the Joint Venture agreement in relation to the contract with the South African National Parks referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Joint Venture for all purposes arising from the Joint Venture agreement and the contract with the South African National Parks in respect of the project under item A above:

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

No	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			

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No	Name	Capacity	Signature
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. ** Delete which is not applicable*
2. ***NB**. This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Joint Venture submitting this Tender*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender exceed the space available above, additional names and signatures must be supplied on a separate page*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this Joint venture must be attached to the Special Resolution*

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Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

T2.2.4 Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: . . . . . .

Section 2: VAT registration number, if any: . . . . . .

Section 3: cidb registration number: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 5: Particulars of companies and close corporations

Company registration number . . . .

Close corporation number . . . .

Tax reference number . . . .

Section 6: SBD1 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD6.1 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

☐ a member of any municipal council

☐ a member of any provincial legislature

☐ a member of the National Assembly or the National Council of Province

☐ a member of the board of directors of any municipal entity

☐ an official of any municipality or municipal entity

☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)

☐ a member of an accounting authority of any national or provincial public entity

☐ an employee of Parliament or a provincial legislature

☐ an employee, director or board member of or otherwise employed by or contracted to the South African National Parks or had or has any contractual relationships of any kind with the South African National Parks.

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If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (Tick appropriate column)	
		Current	Within last 12 months

* Insert separate page if necessary

Section 10: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

☐ a member of any municipal council

☐ a member of any provincial legislature

☐ a member of the National Assembly or the National Council of Province

☐ a member of the board of directors of any municipal entity

☐ an official of any municipality or municipal entity

☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)

☐ a member of an accounting authority of any national or provincial public entity

☐ an employee of Parliament or a provincial legislature

☐ an employee, director or board member of or otherwise employed by or contracted to the South African National Parks or had or has any contractual relationships of any kind with the South African National Parks.

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (Tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) Authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that it is in order.

ii) Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

iii) Confirms that no partner, member, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.

iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Name	Position	Signed

Enterprise name	Date

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Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

T.2.2.5 Record of Addenda to tender documents

I / We confirm that the following communications received from the South African National Parks before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Name	Position	Signed

Name of Tenderer	Date

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T.2.2.6 Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule.

Page	Clause or item	Proposal

Name	Position	Signed

Name of Tenderer	Date

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T.2.2.7 Capacity of Tenderer

1. **WORK CAPACITY: (***The Tenderer is requested to furnish the following full particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)* **Tenderers may use "own form" – the details of the of the Capacity information must be similar to the form details. Bidders must indicate and cross reference the documents if own forms are used.**

Skilled artisans employed				**Unskilled employees employed**			
Categories of artisans	**Name/s of employee**	**Number of employees**	**Permanent employed (Yes/No)**	**Categories of employees**	**Name of Employee/s**	**Number of employees**	**Permanent employed (Yes/No)**
Carpenter				General worker			
Bricklayer							
Plasterer							
Plumber							
Tiler							
Painter							
Thatcher							
Electrician							

Machinery	**Plant**	**Workshops**

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Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

2. QUALIFICATIONS AND EXPERIENCE OF PROPOSED SITE SUPERVISION TEAM FOR THE PROJECT

Tenderer to provide name(s), key qualifications and experience of site supervision team that will supervise the project on behalf of the Contractor. Attach additional documents as proof.

Item	Description
Project Manager (Provide copy of CV)	
Name of Person	
No of years' experience	
Field/s of experience	
Permanent employment (Yes/No)	
Site Agent (Provide copy of CV)	
Name of Person	
No of years' experience	
Field/s of experience	
Permanent employment (Yes/No)	

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

3. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND ARE PRESENTLY ENGAGED WITH:

3.1. Current projects: (Attach additional documents as proof)

Project		Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

For viewing purposes only

Contractor | Witness for Contractor | Employer | Witness for Employer

3.2. Previous projects: (Attach additional documents as proof)

Project		Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion	Actual date of completion
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

For viewing purposes only

Contractor | Witness for Contractor | Employer | Witness for Employer

T.2.2.8 Tender Briefing Meeting Certificate

This is to certify that I,	
Representing Company	
Position	
Attended the tender briefing meeting on	

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name Tenderer's Representative	Position	Signed

Name of Tenderer	Date

Name of Employer's Representative	Signature	Date

For viewing purposes only

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

T.2.2.9 Acknowledgement of Health and Safety Specifications for the Project

Contractor's Acknowledgement:

I, _____ representing

_____ (Contractors), have satisfied myself with the content of this Health and Safety Specification and Baseline Risk Assessment and have made the relevant provision under my Preliminary & General Section C6 for any and all costs involved to ensure compliance of this Specification and shall we be the successful contractor, we shall ensure that our employees and contractors on site comply with the requirements of these documents, our safety documentation and health and safety legislation

.

_____ _____

Signature of Contractor Date

Comments:

_____

_____

_____

_____

_____

_____

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

T.2.2.10 Acknowledgement of Environmental Management Programme for the project

Contractor's Acknowledgement:

I,_____ representing

_____ (Contractor/s), have satisfied myself with the content of this Environmental Management Programme and have made the relevant provision under my Preliminary & General Section for any and all costs involved to ensure compliance of this Programme and shall we be the successful contractor, we shall ensure that our employees and contractors on site comply with the requirements of this document and the Code of Conduct when working in a national park.

.

_____ _____

Signature of Contractor Date

Comments:

_____

_____

_____

_____

_____

_____

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

T.2.2.11 SBD 4: Bidders Disclosure

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

……..…

……

……

…….

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

……
……
……
……

3 DECLARATION

I, the undersigned, (name) ……. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium1 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process

1 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

1.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….……..

Signature

...……

Date

……

Position

……

Name of bidder

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Contractor	Witness for Contractor	Employer	Witness for Employer

T.2.2.12 SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received

1.3 **Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:**

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) "price" means an amount of money tendered for goods or services, and includes all

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Contractor	Witness for Contractor	Employer	Witness for Employer

applicable taxes less all unconditional discounts;

(c) **"rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;**

(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The service provider must indicate how they claim points for each preference point system. Points will be allocated according to the points claimed in the table below.

The specific goals allocated points in terms of this Tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the service provider)	Documentation to be submitted by tenderers to validate their claim
1) Percentage black ownership (Maximum of 8 points)			
Persons historically disadvantaged on the basis of race with 100% black ownership, or	8		Bidders to submit valid B-BBEE certificate or sworn affidavit DTIC or SANAS certificate clearly indicating the percentage Black ownership. For JV's, only SANAS certificates are acceptable.
Persons historically disadvantaged on the basis of race with 75% - 99% black ownership, or	6		
Persons historically disadvantaged on the basis of race with 60% - 74% black ownership, or	4		
Persons historically disadvantaged on the basis of race with 51% - 59% black ownership, or	3		
Persons historically disadvantaged on the basis of race with 0 – 50% black ownership	2		
2) Exempted Micro Enterprise or Qualifying Small Enterprises			
Exempted Micro Enterprise (annual turn-over below R10 million), or Qualifying Small Enterprises (annual turn-over between R10 million & R50 million)	4		Bidders to submit valid B-BBEE certificate or sworn affidavit DTIC or SANAS certificate clearly indicating the percentage Black ownership. For JV's, only SANAS certificates are acceptable.
3) Locality (Maximum of 8 points)			
Bidders that are located in the Western Cape Province.	8		To qualify, bidder must provide / include verifiable proof of business address in one of the criteria, older than 2 years: • **Rental/lease agreement in the name of the bidding company with proof of payment for the month prior to closing of the tender, OR** • Ownership of business premises - municipal account in the name of the bidding company to

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Contractor	Witness for Contractor	Employer	Witness for Employer

			confirm 2-year business address.
Bidders that are not located in the Western Cape	0		
TOTAL MAXIMUM POINTS CLAIMED BY THE SERVICE PROVIDER	**20**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

	Partnership/Joint Venture / Consortium
	One-person business/sole propriety
	Close corporation
	Public Company
	Personal Liability Company
	Pty) Limited
	Non-Profit Company
	State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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T.2.2.13 Standard Bidding Documents Declaration

The following documents are deemed to form and be read and construed as part of this agreement even where integrated in this document:

Tender Notice and Invitation to Tender (SBD1)
Declaration of Interest (SBD4)
Preference points claimed (SBD6.1) – Original or certified copy of B-BBEE certificate or Sworn Affidavit

The obligation to complete, duly sign and submit these declarations included in this SBD declaration pack cannot be transferred to an external authorised representative, auditor or any other third party acting on behalf of the legal entity.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other procurement. I certify that the information furnished in these declarations (SBD4, SBD6.1) is correct and I accept that SANParks may reject the Offer or act against me should these declarations prove to be false. I confirm that I am duly authorised to sign this SBD declaration pack nominated in writing by the Chief Executive Officer or Senior Member/Person with management responsibility (Close Corporation, Partnership or Individual).

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

WITNESSES:

1 _____

2 _____

Date _____

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Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

C: The Contract

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

Part C1: Agreement and Contract Data

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C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK - COMPLETION OF WORKS.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

. . . . . .Rand

(in words);

R . . . . . (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning a copy of this acceptance form to the tenderer, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)		Date	
Name(s)			
Capacity			
For the Tenderer			
Name of tenderer (Company)			
Address of tenderer			
Name of witness			
Signature of witness		Date	

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

ACCEPTANCE (NB: TO BE COMPLETED BY SANParks NOT THE TENDERER)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed signed acceptance form, including the schedule of deviations (if any). Unless the tenderer (now contractor**)** within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)		**Date**	
Name(s)			
Capacity			
For the Employer			
Name of Employer	South African National Parks		
Address of tenderer	643 Leyds Street Muckleneuk 0002 P O Box 787 Pretoria 0001		
Name of witness			
Signature of witness		Date	

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Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

Schedule of Deviations

1 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

2 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

3 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

4 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

5 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

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

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

For the Tenderer:

Signature(s): . . . .

Name(s): . . . .

Capacity: . . . .

Name of organization / tenderer: . . . . . .

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Contractor	Witness for Contractor	Employer	Witness for Employer

Address of organization / tenderer: . . . . . .

. . . . . .

Name and signature of witness: . . . . . Date: . . . . . .

For the Employer:

Signature(s): . . . . . .

Name(s): . . . . . .

Capacity: . . . . . .

Name and address of organization: The South African National Parks

Name and signature of witness: . . . . . Date: . . . . . .

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Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this agreement, including the Schedule of Deviations (if any) today:

the..... (day)

of ..... (month)

20..... (year)

at ..... (place)

For the Contractor:

Signature(s): . . . .

Name(s): . . . .

Capacity: . . . .

Signature and name of witness:

Signature: . . . . . .

Name: . . . . . .

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

C1.2 Contract Data

The Conditions of Contract are in terms of the JBCC Principal Building Agreement for Organs of State Contract Data (Edition 6.2 – May 2018) published by the Joint Building Contracts Committee**.**

The Conditions of Contract are clauses 1 to 30 of the JBCC Principal Building Agreement for Organs of State (Edition 6.2) of May 2018 published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement with Organs of State Contract Data.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement with Organs of State to which it mainly applies.

The variations to the JBCC Principal Building Agreement with Organs of State Contract Data are:

Clause	Variation
1.1	Replace the following definitions in **DEFINITIONS AND INTERPRETATIONS** with the following wording: **AGREEMENT** means the agreement arising from the signing of the Form of Offer and Acceptance by the parties, to be read in conjunction with the JBCC PBA. **BILLS OF QUANTITIES** means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data. **CONSTRUCTION PERIOD** means the period commencing on the date that the **agreement** made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion. **CONTRACT DOCUMENTS** means the **agreement** and all documents referenced therein. **CONTRACT DRAWINGS** means the drawings listed in the Scope of Work. **CONTRACT SUM** means the total of prices in the Form of Offer and Acceptance. **SCHEDULE** means the variables listed in the Contract Data. **INTEREST** means the interest rate applicable on overdraft facilities as charged by First National Bank to SANParks on the first calendar day of each month shall be used in calculating the interest due for such month.
5.2	Clause 5.2 is amended by the addition of the following to the end thereof:- "The parties shall sign the original agreement and shall each be issued with a copy thereof by the employer's agent. The original signed agreement shall be held by the **employer.**
6.0 6.7	Clause 6.0 is amended by adding Clause 6.7 as follows :- 6.7 The authority of the **principal agent** to issue **contract instructions** or to perform duties as may be required for the relevant aspects of the **works** is delegated to the other agents as follows:- 6.7.1 **Architects** The Architects is responsible for the architectural design, functional design and quality control. Without derogating from the generality thereof the Architects shall perform the following specific functions and duties:- **6.7.1.1 Give opinion on aspects of the works which are not in accordance with the agreement.** **6.7.1.2 Supply the specified number of drawings.** **6.7.1.3 Be responsible for the design of the works.**

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

Clause	Variation
	6.7.1.4 Be responsible for primary coordination of design elements **6.7.1.5 Receive and accept design documentation undertaken by nominated or selected subcontractors.** **6.7.1.6 Issue contract instructions to the contractor regarding:** **6.7.1.6.1 Alteration to design, quality or quantity of the works provided that such contract instruction shall not substantially change the scope of the works.** **6.7.1.6.2 Removal of any materials and goods from the site and the substitution of any other materials and goods.** **6.7.1.6.3 Removal or re-execution of any work.** **6.7.1.6.4 Opening up of work for inspection.** **6.7.1.6.5 Testing of work and materials and goods.** **6.7.1.6.6 Protection of the works.** **6.7.1.6.7 Making good physical loss and repairing damage to the works.** **6.7.1.6.8 The lists for practical completion, works completion, final completion and defects.** **6.7.1.6.9 Compliance with acts of parliament, regulations and bylaws.** **6.7.1.7 Witness the handing over to the contractor of pegs, beacons and datum level.** **6.7.1.8 Define levels and provide the contractor with the necessary information to set out the works.** **6.7.1.9 Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.** **6.7.1.10 Inspect the works for practical completion.** **6.7.1.11 Issue practical completion list and re-inspect upon request of contractor.** **6.7.1.12 Issue works completion list.** **6.7.1.13 Inspect the works for works completion upon request of contractor.** **6.7.1.14 Inspect the works at the end of the defects liability period.** **6.7.1.15 Issue a defects list and re-inspect upon request of contractor. Acceptance in principle of design by nominated or selected subcontractors.** 6.7.2 **Quantity Surveying Service Provider (QSSP)** The **QSSP** is responsible for all measurements, valuations, financial assessments and all other Quantity Surveying and cost control functions. Without derogating from the generality thereof, the **QSSP** shall perform the following specific functions and duties: **6.7.2.1 Consult with the contractor in correction of rates for errors and discrepancies.** **6.7.2.2 Prepare the final account.** **6.7.2.3 Prepare the monthly recovery statement.**

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Contractor	Witness for Contractor	Employer	Witness for Employer

Clause	Variation
	6.7.2.4 Complete the contract document and arrange for the signing thereof. **6.7.2.5 Hold a signed set of the agreement and all the documents referred therein.** **6.7.2.6 Identify any changes to the Standard JBCC Documentation in the Contract Data and determine any loss and expense caused to the contractor caused by non-disclosure thereof.** **6.7.2.7 Deal with amounts paid by the contractor to authorities having jurisdiction over the works.** **6.7.2.8 Measure and value the making good of physical loss or damage.** **6.7.2.9 Issue contract instructions to the contractor regarding:** **6.7.2.9.1 Rectification of discrepancies, errors in description or omissions in the agreement and the documents referred to therein.** **6.7.2.10 Furnishing proof of payment to nominated and selected subcontractors.** **6.7.2.11 Budgetary Allowances and work executed by the contractor there under.** **6.7.2.12 Contingency and other monetary provisions included in the Bills Of Quantities.** **6.7.2.13 Prepare nominated and selected subcontract tender documents.** **6.7.2.14 Receive proof from the contractor that the contractor's payment obligations have been met in respect of nominated and selected subcontractors.** **6.7.2.15 Act on employers instructions to pay nominated and selected subcontractors directly.** **6.7.2.16 Adjustment of the contract value in respect of a revision to the date of practical completion.** **6.7.2.17 Calculate penalties for non-completion.** **6.7.2.18 Valuation of payment claims for payment certificates.** **6.7.2.19 Authorise or otherwise the removal of materials or goods from site by the contractor where these have been paid for.** **6.7.2.20 Calculate compensatory and penalty Interest due to the parties.** **6.7.2.21 With each payment certificate issue :-** **6.7.2.21.1 Details of amounts certified for each nominated or Selected Subcontractor** **6.7.2.21.2 Notification to each nominated and selected subcontractors showing the formulation of sub-contract amount included in payment certificates.** **6.7.2.21.3 A statement to the employer and contractor showing the total amount certified and all adjustment amounts.** **6.7.2.21.4 Determine the value of adjustments to the contract value.**

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Contractor	Witness for Contractor	Employer	Witness for Employer

Clause	Variation
	6.7.2.21.5 Receive from the contractor details of expense and loss claims and assess such claims. **6.7.2.21.6 Issue recovery statement with payment certificate.** **6.7.2.22 Prepare the final account and submit to contractor.** 6.7.3 **Employer's appointed consulting engineers** The **appointed consulting engineers** is responsible for all aspects of engineering design and quality control. Without derogating from the generality thereof, the engineers will perform the following specific functions and duties in respect of all aspects of the **works**:- **6.7.3.1 Give opinion of aspects of the works which are not in accordance with the agreement.** **6.7.3.2 Supply the specified number of drawings.** **6.7.3.3 Issue instructions** **6.7.3.4 Be responsible for the design of the works.** **6.7.3.5 Receive and accept design and design documentation undertaken by nominated or selected** **6.7.3.6 subcontractors.** **6.7.3.7 Issue contract instruction to the contractor regarding:** **6.7.3.7.1 Alteration to design, quality or quantity of the works provided that such contract instruction shall not substantially change the scope of the works.** **6.7.3.7.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefore.** **6.7.3.7.3 Removal or re-execution of any work.** **6.7.3.7.4 Opening up of work for inspection** **6.7.3.7.5 Testing of work and materials and goods.** **6.7.3.7.6 Protection of works.** **6.7.3.7.7 Making good physical loss and repairing damage to the works.** **6.7.3.8 Compliance with acts of parliament, regulations and bylaws.** **6.7.3.9 Define levels and provide the contractor with the necessary information to set out the works.** **6.7.3.10 Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.** **6.7.3.11 Inspect the works for practical completion.** **6.7.3.12 Inspect the works for works completion upon request of contractor.** **6.7.3.13 Inspect the works at the end of the defect liability period.**

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

Clause	Variation
	6.7.3.14 Acceptance in principle of design by nominated or selected subcontractors."
9.0	Clause 9.0 is amended by adding Clause 9.1.4. "9.1.4 The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment or part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be due or payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatened litigation in which the **employer** is a party."
16.0	Clause 16.0 is amended by adding Clause 16.4 and 16.5 16.4 The **employer** reserves the right to pay direct (i.e. not through the **contractor**) all or any permanent connections to local or other authority services. In the event of the **employer** paying direct for these charges the **contractor** will not be entitled to a ten percent (10%) mark-up in terms of Clause 32.4. All such provisional amounts included in the Total of prices in the Form of Offer and Acceptance will be omitted. 16.5 The **contractor** shall not be entitled to any percentage, profit or discount on the value of any work executed by "direct contractors" but shall nevertheless allow these direct contractors and the **employer's** employees to have access to the works, allocate reasonable space in the building for the storage of their materials, tools and equipment and coordinate via the **principal agent** the work of such direct contractors as necessary, all to the satisfaction of the **principal agent**. The **contractor** shall allow the direct contractors, etc., to use, free of charge, the latrine accommodation and water and power supply on the site and shall not in any way hinder or prevent the execution of their work.
19.0	Clause 19.0 is amended by adding the following clauses: 19.8 Acceleration 19.8.1 To accelerate the works in order to mitigate the need for a revision to the date of practical completion, where caused by a delay will be adjudicated by the Principle Agent under the provisions of [23.1 to 23.2] 19.8.2 Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including reprogramming and possibly the provision, by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.
23.1.1	Delay caused by adverse weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days per month.

Month	"n" Working days
January	2 days
February	2 days
March	2 days
April	2 days
May	3 days
June	4 days

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Contractor	Witness for Contractor	Employer	Witness for Employer

Clause	Variation
	July: 4 days August: 3 days September: 3 days October: 2 days November: 2 days December: 2 days Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.
26.9.4	Delete sub-clause 26.9.4
30	Replace clause 30 with the following: **30.0 DISPUTE RESOLUTION** 30.1 **Settlement by the parties** Should any disagreement arise between the employer (or the principal agent or an agent) and the contractor arising out of or concerning the action or inaction of the employer (or the principal agent or an agent) or the contractor, or any other matter concerning this agreement (including the validity thereof), either party may give notice of disagreement to the other. The parties shall attempt to resolve such disagreement between them and record resolution in writing signed by them. 30.2 Where the disagreement is not resolved within ten (10) working days of receipt of the notice of disagreement, the disagreement shall be deemed to be a dispute. 30.3 The dispute shall be referred to mediation within ten (10) working days of the expiry period [30.2] by means of a notice of adjudication by the party (the referring party) which gave the notice of disagreement. 30.4 The notice of adjudication shall clearly define the scope of the dispute and the relief sought by adjudication 30.5 Failure to comply with the procedure described [30.3-4] shall cause the dispute to be resolved by arbitration and not by adjudication. **Adjudication** 30.6 Where a dispute is referred to adjudication: 30.6.1 The adjudicator shall be nominated and appointed by the Association of Arbitrators Southern Africa 30.6.2 The JBCC Rules of Adjudication, current at the time the dispute is declared, shall apply to the adjudication proceeding, failing which the rules shall be determined by the adjudicator. Neither party shall be entitled to legal representation, unless otherwise agreed in writing by the parties. 30.6.3 A determination given by the adjudicator shall be immediately binding upon and implemented by the parties notwithstanding that either party may give notice to refer the dispute to arbitration 30.6.4 Where the adjudicator has given a determination, either party may give notice of dissatisfaction to the other party and to the adjudicator within ten (10) working days of receipt of the determination, or an extended time period provided in the applicable rules for adjudication, whereafter such dispute shall be referred to arbitration. 30.6.5 Where the adjudicator has not given a determination within the time period allowed or extended time period provided in the applicable rules for adjudication either party may give notice to the other party and to the adjudicator that if such determination is not received within ten (10) working days of receipt of this notice his appointment is thereupon automatically terminated and such

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Contractor	Witness for Contractor	Employer	Witness for Employer

Clause	Variation	
		dispute shall be referred to further adjudication or arbitration, at the option of the referring party
	30.6.6	The adjudicator shall not be eligible for subsequent appointment as the arbitrator
		Arbitration
	30.7	**here the dispute is referred to arbitration:**
	30.7.1	Arbitration shall not be construed as a review or appeal of an adjudicator's determination. Any determination by the adjudicator shall remain in force and continue to be implemented unless and until overturned by the arbitration award.
	30.7.2	The resolution of the dispute shall commence now.
	30.7.3	The referring party in the adjudication shall be the claimant in the arbitration.
	30.7.4	The arbitrator shall be nominated and appointed by the Association of Arbitrators Southern Africa.
	30.7.5	The Restricted Representation Arbitration Rules (formerly the Summary Procedure Rules), as incorporated in the Rules for the Conduct of Arbitrators: 2021 Edition (November 2021), shall apply to arbitration proceedings.
	30.7.6	The arbitrator shall have the authority to finally determine the dispute including the authority to make, open up and revise and certificates, opinion, decision, determination, requisition or notice relating to the dispute as if no such certificate, opinion, decision, determination, requisition or notice had been issued or given.
	30.7.7	The arbitrator's award shall be final and binding on the parties.
	30.7	The employer consents to the joining of any subcontractor with the contractor as a party to any proceedings.
		Mediation
	30.8	Notwithstanding the provisions relating to adjudication and arbitration the parties may, by agreement and at any time, refer a dispute to mediation, in which event:
	30.8.1	The provisions relating to adjudication and/or arbitration shall be deemed to be suspended from the time of such agreement until notice by either party that they be resumed.
	30.8.2	The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.
	30.8.3	Regardless of the outcome of a mediation the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.
		General
	30.9	The employer consents to the joining of any subcontractor with the contractor as a party to any proceedings.
	30.10	Where the parties fail to specify a body to nominate the adjudicator [30.6.1] or the arbitrator [30.7.4] the referring party shall have the right to choose a local recognised body to suggest one or more persons with appropriate skills to be appointed as an adjudicator or an arbitrator. Such nomination shall be binding on the parties.
	30.11	The parties shall continue to perform their obligations in terms of this agreement, notwithstanding any disagreement or dispute that exists between them.
	30.12	This clause shall, to the extent necessary to fulfil its purpose, exist independently of this agreement.

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

Part 1: Contract Data completed by the Employer

Clause	Item and data
	A. **PROJECT INFORMATION**
1.1	**Project Name: CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK** **CONTRACT NO: CI-WK-0006/A** **Works Description:** The scope of work is for the Construction of Kraalbaai Management Offices and Public Ablution Facilities
1.1	**Site Address:** The site is at Kraalbaai in West Coast National Park**.**
1.1	**Particulars of Employer** Name: South African National Parks (Infrastructure & Special Projects Unit) Physical Address: 643 Leyds Street, Muckleneuk, Pretoria, 0002 Postal address: PO Box 787, PRETORIA, 0001 Representative: Antionet van Wyk Telephone: (012) 426 5126
1.1	**Particulars of Principal Agent** Name: South African National Parks (Infrastructure & Special Projects Unit) Physical Address: 643 Leyds Street, Muckleneuk, Pretoria, 0002 Postal address: PO Box 787, PRETORIA, 0001 Telephone: (012) 426 5126
	B. **CONTRACT INFORMATION**
1.1	**Bills of Quantity System/Method of Measurement will be** Standard System for Measuring Building Work (7th Edition)
1.1	The interest rate applicable is the interest rate on overdraft facilities as charged by First National Bank to SANParks.
2.1	The **law applicable** to the agreement shall be that of the **Republic of South Africa.**
3.2	The currency applicable to this agreement is South African Rands.
5.2	The original agreement will be held by the Employer, South African National Parks.
5.6	**One copy** of the construction document and one copy of the construction drawings are to be supplied to the **contractor** free of charge
6.2	Authority is delegated to the **Principal Agent and any other** agents as instructed by Principal Agent to issue contract instructions and perform certain duties for specific aspects of the work.
6.3	No other interests or involvement other than professional interest are recorded for the Principal Agent and/or other agents.
10	Insurances by Employer – None
10.1.1	Contract insurance is to be affected by the **contractor.**
10.1.1	Contract works insurance is to be affected by the **contractor** for a sum not less than the total of prices in the Form of Offer and Acceptance with a deductible in an amount that the **contractor** deems appropriate.
10.1.2	The following supplementary insurance is required: **SASRIA insurance** to be affected by the **contractor** For an amount equal to the gross tendered value inclusive of VAT plus 30% for fees and escalation. Full Final estimated value of the works including fees and escalation. With a deductible equal to the amount as determined by the contractor's insurance company.

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

Clause	Item and data
10.1.3	**Public liability insurance** to be affected by the **contractor** The contractor will be required to have public liability insurance cover in place for an amount equal to the gross tendered value inclusive of VAT plus 30%. However, liability will not be limited to this amount. it remains the responsibility of the contractor to ensure sufficient insurance cover is available based on their assessment of their risk exposure.
10.1.4	Lateral support insurance is to be affected by the **contractor**.
10.1.5	Support insurance to be affected by the **contractor.**
11.1.1, 11.1.2, 11.2.2, 11.3	Securities: The Contractor shall provide to the employer a guarantee of construction within fifteen (15) working days of acceptance of the contractor's tender and choose: The security to be provided by the contractor is a **Variable Construction Guarantee** initially equal to ten per cent (10%) of the contract cum and keep such security valid and enforceable until the final payment certificate has been issued to the contractor. The security to be provided by the contractor is a **Fixed Construction Guarantee** equal to ten per cent (10%) of the **contract sum.**
11.10, 19.5	A waiver of the **contractor's** lien or right of continuing possession is required.
12.1.2	Restriction of working hours: Monday to Friday 7h00 – 17h00. Saturday 7h00 – 13h00 Any work outside of the above hours to be agreed with Park Management.
12.1.3	Natural features and known services to be preserved by the **contractor: Yes or No** **If yes, description:**
12.1.4	Restrictions to the **site** or areas that the **contractor** may not occupy: Yes or No If yes, description: The Park is a protected area and the Contractor to ensure that all existing features outside of site are not to be disturbed. Refer to SANParks Environmental Management Programme as provided in the Tender Contract.
12.1.5 12.2.22	Possession of the **site** to the **contractor** shall be within five (5) **working days** of the **contractor** complying with providing the **employer** with **construction guarantees** in accordance with the provisions of 11.1.2 Within fifteen (15) **working days** of the date of the **agreement,** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), including a works programme.
12.1.5. 19.0, 24.0	The period for the commencement of the **works** after the **contractor** takes possession of the site is: Seven (7) **working days**. For the **works** as a whole: The contract period will be 5 **Months.** The park and contractor shall agree on an agreed basis on the scope of work per annum, the timeframes for completion of the annual allocated work and completion dates of each project. The **penalty** per **calendar day** is **R1,700 (VAT exclusive) /day** for not completing work as per agreed project programme.
21.1.1	Extended **defects** liability period will apply to the following elements: n/a
25.0	Payment of preliminaries Contractors Section Select Option A or B A B

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

Clause	Item and data
	<table><tr><td>Option A</td><td>The **preliminaries** shall be paid in accordance with an amount prorated to the value of the **works** executed in the same ratio as the amount of the **preliminaries** to the **contract sum**, which **contract sum** shall exclude the amount of **preliminaries**. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio.</td></tr></table> <table><tr><td>Option B</td><td>The **preliminaries** shall be paid in accordance with an amount agreed by the **principal agent** and the **contractor** in terms of the **priced document** to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the **principal agent** and adjusted from time to time as may be necessary to take into account the rate of progress of the **works.**</td></tr></table> **Lump sum contract** Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.
25.2	**Contractor's** Monthly claims for payment shall be submitted to the **QSSP** on the 21st day of each month (**contractor** to ensure that applications for payment from subcontractors are received on the 20th day of each month), following which the **QSSP** shall submit his valuation to the **principal agent** within 14 days. The payment shall be made by the **employer** to the **contractor** within 21 calendar days. Payment shall only be made following receipt by the **employer** of both the original payment certificate and the **contractor**'s tax invoice.
25.3.4, 26.0	No provision is made for cost fluctuations nor is the contract value to be adjusted.
26.9.4	Adjustment of preliminaries Contractors Section Select Option A or B <table><tr><td>A</td><td>B</td></tr></table> Where the **contractor** does not select an option, Option A shall apply. **Provision of particulars** The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section.** <table><tr><td>Option A</td><td>An allocation of the **preliminaries** amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) **working days** of the date of acceptance of the tender.</td></tr></table> <table><tr><td>Option B</td><td>A detailed breakdown of the **preliminaries** amounts within fifteen (15) **working days** of possession of the **site**. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of **construction equipment**, establishment and dis-establishment charges, insurances and guarantees, all in terms of the **programme**</td></tr></table> **Adjustment methods** The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works.**

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

Clause	Item and data
	Option A: The **preliminaries** shall be adjusted in accordance with the allocation of **preliminaries** amounts provided by the **contractor,** apportioned to **sections** where completion in **sections** is required Fixed - An amount which shall not be varied Value-related - An amount varied in proportion to the **contract value** as compared to t he **contract sum**. Both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for cost fluctuations Time-related - An amount varied in proportion to the number of **calendar days** extension to the date of **practical completion** to which the **contractor** is entitled with an adjustment of the **contract value** [23.2; 23.3] as compared to the number of **calendar days** in the initial **construction period** [26.9.4].
	Option B: The adjustment of **preliminaries** shall be based on the number of **calendar days** extension to the date of **practical completion** to which the **contractor** is entitled with an adjustment of the **contract value** [23.2; 23.3] as compared to the number of **calendar days** in the initial **construction period** [26.9.4] The adjustment shall take into account the resources as set out in the detailed breakdown of the **preliminaries** for the period of construction during which the delay occurred.
	Failure to provide particulars within the period stated:
	Option A: Where the allocation of **preliminaries** amounts for Option A is not provided, the following allocation of **preliminaries** amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the **preliminaries** per **section** is not provided, the categorised amounts shall be prorated to the cost of each **section** within the **contract sum** as determined by the **principal agent**
	Option B: Where the detailed breakdown of **preliminaries** amounts for Option B is not provided, Option A shall apply
	Lump sum contract Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations**.**
30.0	Default dispute resolution process shall be by mediation, then adjudication and if required, arbitration. The latest JBCC Adjudication Rules (current at the time of dispute) will apply. In the event that the parties cannot agree on the appointment of a mediator and/or adjudicator, the nominating body will be the Association of Arbitrators South Africa (AoArb SA). Applicable rule for arbitration will be the Standard Procedure Rules as per the AoArb SA.

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

Part 2: Contract Data completed by the Contractor (COMPULSORY COMPLETION)

Clause	Item and data
1.2	The name of the **Contractor** is. . . . . . The address of the **Contractor** is: Telephone: . . . . . . Facsimile: . . . . . . Cell phone: . . . . . . Address (physical): . . . . Address (postal): . . . . Email: . . . . .

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

C1.3 Construction Guarantee (Serve as example of what will be required if tender is successful)

[Use for JBCC Principal Building Agreement for Organs of State (Edition 6.2) May 2018]

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means . . . . . .

Physical address . . . . . .

. . . . . .

Guarantor's signatory 1 . . . . . Capacity . . . . . .

Guarantor's signatory 1 . . . . . Capacity . . . . . .

Employer means The South African National Parks

Contractor means . . . .

Agent means

Works means

Site means

Agreement means the JBCC Principal Building Agreement for Organs of State (Edition 6.2) May 2018

Contract Sum means the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R . . . . . .

Amount in words . . . . . (Rand)

Guaranteed Sum means the maximum aggregate amount of R . . . . . .

Amount in words . . . . . (Rand)

The Construction Guarantee required is of the type variable and the expiry date for the guarantee is Practical Completion.

AGREEMENT DETAILS

Sections: Total Sections _____ Last Section _____

Principal Agents issues: Interim payment certificates, Final payment certificates, Practical completion certificates/ and Final completion certificates

1. FIXED CONSTRUCTION GUARANTEE

1.1 Where a Guarantee for Construction (Fixed) in terms of the Agreement has been selected this 1.0 with 2.0 to 12.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 5% of the contract sum) in the amount of: _____ _____	From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, where after this Guarantee for Construction shall expire

Amount in words:_____

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

2. The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

2.3 Reference to a recovery statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent

3. Subject to the Guarantor's maximum liability referred to in clause 1.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 3.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.0.

4. Subject to the Guarantor's maximum liability referred to in clause 1.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:

4.1 Agreement has been cancelled due to the Contractor's default and that the Construction Guarantee is called up in terms of clause 4.0. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up in terms of clause 4.0. The demand shall enclose a copy of the court order.

5. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3.0 and 4.0 shall not exceed the Guarantor's maximum liability in terms of clause 1.0.

6. Where the Guarantor is a registered insurer and has made payment in terms of clause 4.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

7. Payment by the Guarantor in terms of clause 3.0 or 4.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

9. The Guarantor chooses the physical address as stated above for all purposes in connection herewith.

10. This Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired.

11. This Guarantee, with the required demand notices in terms of clauses 3.0 or 4.0, shall be regarded as a liquid document for the purpose of obtaining a court order.

For viewing purposes only

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

12. Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at …… Date ……

Guarantor's Signatory 1 …… Guarantor's Signatory 2 ……

Witness 1 …….. Witness 2 …….

Guarantor's seal or stamp

For viewing purposes only

C1.4 Adjudicator's Contract (Serve as example of what will be required if tender is successful)

[Use for JBCC Principal Building Agreement for Organs of State (edition 6.2) May 2018]

This agreement is made on the . . . . . day of . . . . between:
. . . . . (name of company / organisation)
of . . . .
. . . . . (address) and
. . . .(name of company / organisation)
of . . . . . .
. . . . (address)
(the Parties) and
. . . . . (name)
of . . . .
. . . .,(address)
(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated . . . . . and known as. . . . . .
and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.
*** Delete as necessary**

IT IS NOW AGREED as follows:

1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC Adjudication Rules.
2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC Adjudication Rules.
3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:	SIGNED by:	SIGNED by:
Name:	Name:	Name:
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	the Adjudicator in the presence of
Witness:	Witness:	Witness:
Name:	Name:	Name:
Address:	Address:	Address:
Date:	Date:	Date:

For viewing purposes only

Contractor	**Witness for Contractor**		**Employer**	**Witness for Employer**

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

*** Delete as necessary**

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

Part C2: Pricing data

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

C2.1 Pricing Instructions

[Use for JBCC Principal Building Agreement for Organs of State (Edition 6.2) May 2018]

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work published and issued by the Association of South African Quantity Surveyors (Seventh Edition (Revised)), 2015. Where applicable the:

   a. Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardized Specifications for Civil Engineering Works.

   b. Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors, July 2005).

   c. Electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).

2. The agreement is based on the JBCC Principal Building Agreement for Organs of State, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement for Organs of State as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

4. **It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).**

5. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

6. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.

7. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted with approval.

See Addendum C2.1.1 – Material specifications.

8. The rates contained in the Bill of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.

9. Rates for work of similar description occurring in different sections of the Bill of Quantity shall be identical.

10. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

11. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

12. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities.

13. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.

14. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract

15. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.

16. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

    a. an amount which is not to be varied, namely Fixed (F)

    b. an amount which is to be varied in proportion to the contract value, namely Value Related (V); and

    c. an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

17. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

    a. 10 percent is Fixed;

    b. 15 percent is Value Related

    c. 75 percent is Time Related.

18. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

For viewing purposes only

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

C2.2 Bill of Quantities

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

Part C3: Scope of Work

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

C3.1 Scope of Work

[Use for JBCC Principal Building Agreement for Organs of State (edition 6.2) May 2018]

1	**DESCRIPTION OF THE WORKS**
1.1	**Employer's objectives**
	CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK.
1.2	**Overview of the works**

	Project Name: THE CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK
	
	The facilities are divided into 2 occupancies: 1) Public Ablutions & 2) Offices, which consist of offices for SANParks Rangers as well as facilities for the Houseboat Operators currently consigned to the lagoon. Both the ablutions as well as the offices are universally accessible.
	
	The following are the main objective for the upgrade of the facilities:
	• New buildings
	  o Management complex with deck area and walkway for Park Rangers and Houseboat operator
	  o New public ablution facility for day visitors
	
	• Parking areas
	  o Management complex (10 bays) - gravel
	  o Public Ablutions (22 bays) - asphalt
	  o Day visitors(30 bays) – gravel
	  o Exposed aggregate areas for 2 food trucks
	
	• The sewerage system will be a septic tank and soak-away
	
	• The water will be connected to the existing supply on site.
	
	• Electricity will be connected to the 11KVA supply at Kraalbaai

1.3	**Extent of the works**
	As above
1.4	**Location of the works**
	Kraalbaai in West Coast National Park
1.5	**Temporary works**
	Site Hoarding
2	**DRAWINGS**
2.1	As per drawing list
3	**PROCUREMENT**
3.1	**Subcontracting**
3.1.1	**Scope of mandatory subcontractor work**
	N/A
3.1.2	**Preferred subcontracting / suppliers** N/A
3.1.3	**Subcontracting procedures** N/A
4	**CONSTRUCTION**
4.1	**Applicable SANS 2001 standards for construction works** SANS 10142-1:2020 Edition 3

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

	SANS 10407:2016 Edition 2.1 SABS 0400 SANS 1200 All other SANS standards that may become relevant with a specific project.
4.2	**Applicable national and international standards** SANS SABS
4.3	**Certification by recognised bodies** All certifications must be submitted to Technical Services of SANParks for approval
4.4	**Agreement certificates** Alternative materials with Agreement Certificates must be submitted to Technical Services SANParks for approval prior to work commencing.
4.5	**Plant materials and equipment supplied by the employer** Nil
4.6	**Services and facilities provided by the employer** • Water: Option C as hereinafter defined • Electricity: Option A as hereinafter defined • Telecommunication services: All communication must be provided by contractor. • Ablution facilities: No Ablution facilities available. Chemical toilets to be provided by contractor. • Medical / first aid facilities: to be provided by contractor • Fire protection services: to be provided by contractor for area of the works
4.7	**Other facilities and services** All temporary facilities to be provided by contractor
5	**MANAGEMENT OF THE WORKS**
5.1	**Applicable SANS 1921 standards** The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works: 1) SANS 1921 – 1: General engineering and construction works 2) SANS 1921 – 5: Earthworks activities which are to be performed by hand The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards. Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies. The associated Specification Data is as follows:

SANS 1921-1, General engineering and construction works	
Clause	**Specification data**
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is SANParks Engineers.
4.3.1	The planning, programme and method statements are to comply with the following: 1. Immediately on award of the Contract and prior to commencement on site, the Contractor, in conjunction with the Principal Agent, shall agree the working Programme covering the first month of the Construction Period. During the first month of the Construction Period the Contractor shall prepare and draw up in conjunction with the Principal Agent the Programme for the balance of the Works in accordance with the conditions stated below. 2. The Principal Agent shall have the right to modify such Programme to accommodate changes necessary in his opinion for coordinating the project as a whole. Any cost implications relating to such modification shall be dealt with in accordance with the provisions of the Agreement. 3. This Programme shall be drawn up in accordance with the dates given herein for possession, sectional completion and Practical Completion and shall be in sufficient and approved detail to ensure control over the work. 4. Notwithstanding the fact that the Programme has been prepared in conjunction with the Principal Agent, the Contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the Programme, and the implementation thereof. 5. The Programme shall be compiled based on the Critical Path Method of programming and the critical activities are to be clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically agreed otherwise by the Principal Agent. The Programme will be processed on the Principal Agents system and the Contractor shall provide all the co-operation necessary to achieve this. 6. Documentation will not be available in complete detail at the commencement stage. However the Contractor, in conjunction with the Principal Agent, shall plan the Works on provisional information, to an agreed level of detail relating to the level of detailed information available and with sufficient scope to include future detail without disrupting the basic logic as initially agreed. The quantities contained in this document are provisional and shall be utilized as a guide only for the drawing up of the Programme. Where assumptions are made in regard to programming aspects, such assumptions shall be agreed by the Contractor and the Principal Agent, and suitably recorded in the Programme. 7. Should circumstances change to the extent where the Contractor is of the opinion that changes to the Programme are required, then the Contractor shall make written request to the Principal Agent for such changes, clearly identifying the reasons for requiring such change. The Contractor and Principal Agent shall thereafter agree such changes, if any. Should the Principal Agent be of the opinion that the Programme requires revisions, and notwithstanding the fact that a request for such revision has not been received from the Contractor, the Principal Agent shall be entitled to instruct the Contractor to revise the Programme accordingly, unless the Contractor can submit reasonable justification for not doing so. Any acceleration and/or special measures sanctioned by the Principal Agent together with associated effects shall be incorporated in a revision to the Programme. 8. The Contractor and the Principal Agent shall, at regular intervals not exceeding one month, agree the state of progress of the Works relative to the latest agreed revision of the Programme. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time. 9. In addition to and based on the Programme systems and format dictated above, the Contractor shall devise Detailed Working Programmes. These shall be drawn up on a regular basis (at least monthly), to the satisfaction of the Principal Agent. Such Working Programmes shall at all times relate to the constraints of the current Programme. 10. Notwithstanding anything to the contrary contained herein the Principal Agent at all times reserves the right to direct the order in which the various parts of the Contract are to be executed. The Contractor shall give priority to any individual section or portion of the Works that, in the opinion of the Principal Agent, requires to be expedited. 11. Should the Contractor and/or Principal Agent be of the opinion that such instruction warrants a revision to the Programme, then the provisions of 7 above shall apply. 12. Should it appear, in the Principal Agent's opinion, that work in any area is not being executed in accordance with the requirements of the Programme, the Contractor shall provide additional

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Contractor	Witness for Contractor	Employer	Witness for Employer

		manpower and resources and shall work additional overtime and do everything else required to bring the work back to Programme to the satisfaction of the Principal Agent.
	4.3.2	1. The Contractor is required to identify and provide the employer with material procurement and construction lead in periods for the following aspects: 1.1 Building Information 1.1.1 Foundation Layouts (Setting Out) 1.1.2 Reinforcing Schedules 1.1.3 Concrete Layouts (including pile caps, ground beams, columns, beams, stairs, etc) 1.1.4 Concrete Details 1.1.5 Paint Specifications 1.1.6 Metal Work etc. 2. The Contractor is further required to identify and provide the employer with lead in periods required for the appointment of anticipated sub-contractors for: 2.1 Sundry Fittings 2.2 Sundry Metalwork 2.3 Sundry Builder's Work
	4.3.3	The notice period for inspection is 14 days.
	4.7.3	Blasting operations will not be required.
	4.9.3	Specific requirements of the employer are described in the scope of work.
	4.12.2	The contractor will provide representative samples of materials, workmanship and finishes as the Principal Agent may require. Upon request of Principal Agent
	4.14.1	Contractor will not be allowed to set up accommodation on site. Contractor to provide own accommodation and transport of workers outside of the park
	4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: Nil
	4.14.5	The Contractor is required to provide latrine and ablution facilities.
	4.14.6	A Construction sign board and necessary H&S sign/notice boards are required. All signboards need to be approved / accepted by the Employer prior to erection.
	4.17.1	The requirements for the termination, diversion or maintenance of existing services are: Nil
	4.17.3	Services which are known will be pointed / are to be pointed out on site by the Employer.
	4.17.4	The requirements for detection apparatus are: No as-built drawings exist
	4.18	The following standards and specifications shall be in addition to the provisions of 4.18: 1. The Occupational Health and Safety Act 85 of 1993 and its Construction Regulations 2014. Said act and regulations are not attached. Health and Safety Specifications for SANParks – Completion of CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK. (Said Specification is attached as Annexure A: Health and Safety Specifications for South African National Parks)
	4.19	The following standards and specifications shall be in addition to the provisions of 4.19: 1. The *Environmental Management Programme (EMPr) for the construction and completion of Kraalbaai Management Offices and Public Ablutions in West Coast National Park, Western Cape Province.* Said specification is attached as Annexure B of the Scope of Works.
	4.22	The works to be undertaken by nominated and selected subcontractors comprise:

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Contractor	Witness for Contractor	Employer	Witness for Employer

	Nil
Variations	
1	Replace 4.1.9 with the following: All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the Employer. The Contractor together with his Subcontractors shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.
2	Replace 4.9.3 with the following: Trees and shrubs shall not be removed, cut back or disturbed in any way without the consent of the principal agent. Specific requirements of the employer are described in the Scope Of Works.
3	Replace the heading of 4.12 with the following: **"4.12 Materials, samples, fabrication drawings and overloading."**
4	Include the following after 4.1.2.5 **"4.12.6 Overloading"** The Contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the Works or temporary works. Any damage caused to the Works by overloading shall be made good by the Contractor at his sole expense."
Additional Clauses	
1	Prime Cost Amounts All prime cost items are for material and goods delivered to site. The contract documents shall make provision for the contractor to separately price for overheads and profit and for taking delivery, unloading, checking against invoices and/or delivery notes, getting in, unpacking, storing, hoisting and fixing of such material and goods. The contractor shall check the quantity and condition of all materials and goods on taking delivery as any material and goods subsequently found missing or damaged shall be replaced at the contractor's expense.
2	Cash flow predictions The contractor shall provide all reasonable assistance to the principal agent in the preparation of cash flow projections of claims for payment certificates. Cash flow predictions will be updated by the Contractor on monthly basis and will be submitted to Employer together with its progress claims. The projections shall be based on the programme. The cooperation of the contractor in terms of this item shall not prejudice his right to receive payment in terms of the agreement.
3	Protection/isolation of existing /sectional occupied works The contractor shall provide all reasonable temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.
4	Security of the works The contractor shall take all appropriate measures for general security of the works.
5	Minimum requirements for construction equipment Construction equipment must comply with all relevant legal requirements and must be adequate to execute the works.
6	Deposits and fees The contractor shall pay all deposits and fees and charges according to law, regulations or bylaws of any local or other authorities that relate to hoardings, the use of pavements, street encroachment or crossings, permission for the suspension of parking facilities and the like.
7	Water and electricity The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract are: a) Water : **A**

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Contractor	Witness for Contractor	Employer	Witness for Employer

b) Electricity : **A**

Service	Option		
	A **Contractor responsibility**	**B** **Employer responsibility**	**C**
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity form the local authority / ESKOM for the works at his own cost.	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity form the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

5.2.1

1. **Water:** Will be available for construction purposes on site, but usage must be arranged through and approved by the local representatives of SANParks. Transport and storage of water for construction and personnel will be for the account of the contractor.
   (See also JBCC doc 28 – Scope of work [Additional clauses – 7])
2. **Electricity:** Electricity supply is not available for construction purposes.
3. **Accommodation:** Accommodation is not available. Contractor to establish own sites on demarcated sites to be identified and to be fenced to the required park standard.
4. **Telecommunication services:** to be provided by contractor where available. Cell phone signal available on site and no landline available.
5. **Ablution facilities**: No Ablution facilities available – contractor to provide in accordance with OHS Act
6. **Medical / first aid facilities**: To be provided by contractor including transport to medical facilities outside the park
7. **Fire protection services**: To be provided by contractor
8. **Solid waste:** Contractor responsible for solid waste in accordance with the park's waste management programme.
9. **Transport:** Contractor to provide own transport of workers in accordance with South African National Park's Code of Conduct regarding traffic rules, speed limits, traveling times, etc. Contractor vehicles to be clearly marked.

5.2.2

Code of Conduct for working in the SANParks

The document *Code of Conduct for Implementing a SANParks Project* is applicable to this contract, and is attached as Annexure C.

5.3

Unauthorised Persons On Site

The Contractor shall at all times strictly exclude all unauthorised persons from the Works.

No workmen or labourers are to be allowed under any circumstances to sleep or deposit any kit on the premises. Unless a designated enclosed and secure camp site for accommodating the Contractors employees has been allocated and approved by the Park Officials.

Furthermore, the Contractor shall take all measures necessary to ensure that no workmen are allowed into the building at any time after Practical Completion without the specific permission of the Principal Agent.

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

5.4	**Quality plans and control** Quality inspections will be held at regular intervals. The contractor must notify the Principal Agent of any closure of works which must be inspected to confirm quality.
5.5	**Accommodation of traffic on public roads occupied by the contractor** N/A
5.6	**Other contractors on site** N/A
5.7	**Testing, completion, commissioning and correction of defects** All testing and certification of the works will be done in accordance with the applicable governing regulations and the procedures for the following will be clarified at the site meeting: • Use of the works before completion has been certified; • Handover / beneficial occupation; • Pre-commissioning and commissioning of the works or part thereof, before and after completion; • Certifying completion; • Start-up; operation of the works; special arrangements associated with operating plant and machinery, etc.; • Training and technology transfer; • Take over; • Operational maintenance (if any), after completion; • Work which contractors may carry out after completion has been certified (in addition to correcting defects); and • Arranging access for correction of defects
5.7.1	**Product warrantees, guarantees and maintenance instructions/manuals** The Contractor shall obtain and hand over to the Principal Agent on Practical Completion all relevant product warrantees and guarantees, any operating and maintenance instruction manuals, data or instructions required by the Principal Agent or provided by manufacturers, suppliers or Subcontractors. The Contractor shall ensure that all warranties and guarantees received are fully ceded to the Employer on Works Completion, failing which the release of Construction Guarantee/Retention will be withheld until this is satisfactorily completed.
5.7.2	**Security at completion** At completion, the Contractor shall leave the Works secure with all accesses locked. The Contractor shall account for and hand over to the Principal Agent all keys, properly labelled with an itemised schedule to be signed by the Principal Agent as receipt.
5.8	**Recording of weather** A record of rain and all other inclement weather should be kept on site.
5.9	**Format of communications** All site instructions should be in writing on the prescribed format and will not be an approved site instruction until the Principal Agent has signed it. All notifications of inspections and all requests for information should be in writing.
5.9.1	**Site Instructions** Contract Instructions issued on Site are to be recorded by the Principal Agent in a Site Instruction Book which will be issued by the Principal Agent and which shall be maintained on Site. Only Site Instructions issued in such book will be effected by the contractor.
5.10	**Management meetings** The schedule for the site meetings will be agreed upon at the site hand-over meeting.

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

5.10.1	**Progress Meetings** The Principal Agent and contractor shall hold meetings related to the progress of the works at regular intervals and at such time as may be necessary. Subcontractors shall not be present at progress meetings unless specifically requested by the contractor or principal agent. The principal agent shall record and distribute the minutes of the meetings.
5.10.2	**Technical meetings** At the instance of the principal agent or the contractor meetings shall be held to deal with technical and subcontractor's coordination matters.
5.11	**Forms for contract administration** All contract administration procedures will be agreed upon at the site hand-over meeting.
5.12	**Electronic payments** The contractor must be registered with the National Treasury's Central Supplier Database and provide the registration information in order to enable SANParks to pay him or her electronically.
5.13	**Daily records** Daily records must be kept of all workers employed on the site as per the attached Attendance Register – Annexure D. The attendance register must be submitted to the project manager together with the monthly certificates. The number of workers and person days should be calculated on these registers on a progressive monthly basis.
5.14	**Bonds and guarantees** All guarantees must be delivered to the SANParks Principal Agent.
5.15	**Payment certificates** The Principal Agent shall inspect all work and certify work done on a monthly basis. No payment shall be made for material on site. Material on site must be ceded to the employer and proof of payment to the supplier given to the employer before any payment of such material on site will be made.
5.16	**Permits** N/A
5.17	**Proof of compliance with the law** SANParks could request the contractor for proof that all aspects of South African Law are complied with.
5.18	**Insurance provided by the employer** N/A

ANNEXES	
A	Health and Safety Specifications for SANParks
B	Environmental Management Programme
C	Code of Conduct for Working in a National Park

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

C3.2: Drawings

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

Drawing Description	Drawing Number
PLANS	**1000**
Site Plan	1
Extended Site Plan	2
Schematic Drainage	3
Offices Site Plan	A-0001
Offices Floor Plan	A-1000
Offices Roof Plan	A-1001
Offices Electrical	A-1002
Ablutions & Parking Site Plan	B-0001
Ablutions Plans	B-1000
Ablutions Roof Plan	B-1001
SECTIONS	**2000**
Offices Sections	A-2000
Ablutions Sections	B-2000
ELEVATIONS	**3000**
Offices Elevations	A-3000
Ablutions Elevations	B-3000
DETAILS	**4000**
Details	4000
Pergola Details	A-4001
Stair Details	A-4002
Concrete Box Gutter Detail	4003
Nutec Box Detail	4004
JOINERY	**6000**
Kitchen Joinery	6000
DOOR SCHEDULES	**7000**
Door Schedule	7001
Door & Shopfront Schedule	7002
WINDOW SCHEDULES	**8000**
Window Schedule	8001
FINISHING SCHEDULES	**9000**
Finishing Schedule	
Luminaire Schedule	
Sanitary Ware Schedule	
3D Views	**11000**
3D Views	11000

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

Services Drawings List

	Description	Drawing No
	Site layout and existing services	WCNP-7/13/8/1
	Services Layout	WCNP-7/5/1/8/1
	Sewerage Layout	WCNP-7/5/1/8/2
	Sewerage Longitudinal Section & Details	WCNP-7/5/1/8/3
	Sewerage Details	WCNP-7/5/1/8/4
	Water Layout	WCNP-7/5/2/8/1
	Water Details	WCNP-7/5/2/8/2
	Electrical Layout	WCNP-7/5/3/8/1

For viewing purposes only

Contractor	Witness for Contractor	Employer	Witness for Employer

C3.3: Specifications

For viewing purposes only

PROJECT & PROJ NO	1309.2 KRAALBAAI
DOCUMENT / DOC .NO.	6001 - SCHEDULE FINISHES
REVISION	FOR REVIEW
DATE	2017/12/14

					FLOORS						SKIRTING		WALLS						CEILINGS	
BUILDING	OCCUPANCY	ROOM NUMBER	ROOM NAME	AREA	POLISHED CONCRETE FLOOR	POWER FLOATED SURFACE BED	FULL BODIED PORCELAIN TILES	BALAU TIMBER DECK	ARTEVIA EXPOSED AGGREGATE CONCRETE PAVING	GRAVEL	MERANTI SKIRTING	PORCELAIN TILE SKIRTING	STONE WALLS	INTERNAL PLASTER & PAINT	OFF-SHUTTER CONCRETE: TYPE 1	NUTEC WEATHER BOARD (EXTERNAL)	300 x 600mm WALL TILES	GYPROC MOISTURE RESISTANT DRYWALL (INTERNAL)	OFF-SHUTTER CONCRETE SOFFIT	NUTEC CEILING
				m²	FF01	FF02	FF03	FF04	FF05	FF06	SK01	SK02	WF01	WF02	WF03	WF04	WF05	WF06	CF01	CF02
			GROUND FLOOR																	
A	1	1	FOYER	11	x								x						x	
	1	2	RANGER'S OFFICES	35	x									x					x	
	1	3	KITCHEN	7	x									x					x	
	1	4	TOILETS	9	x												x			
	1	5	RANGER'S GARAGES	34		x								x					x	
	1	6	FUEL STORE	4		x								x					x	
	2	7	GENERAL STORE	24		x								x					x	
	2	8	DRY STORE	3		x								x					x	
	2	9	FUEL STORE	3		x								x					x	
	2	10	LINEN STORE	2		x								x					x	
	2	11	KITCHEN	7	x													x	x	
	2	12	CIRCULATION	3	x													x	x	
	2	13	BATHROOM	4	x													x	x	
	2	14	BEDROOM 01	5	x													x	x	
	2	15	BEDROOM 2	5	x													x	x	
	1&2	16	PARKING	460						x										
B	3	1	MALE ABLUTIONS	15	x												x		x	
	3	2	UNIVERSAL TOILET	4	x													x	x	
	3	3	FEMALE ABLUTIONS	15	x												x		x	
	3	4	PARKING	644						x										
	3	5	FOOD TRUCK PARKING	31					x											
	3	6	FOOD TRUCK PARKING	31					x											

	BUILDINGS
A	OFFICES
B	ABLUTIONS

	OCCUPANCY
1	RANGERS OFFICES
2	HOUSE BOAT OPERATORS
3	PUBLIC

Contractor | Witness for Contractor | Employer | Witness for Employer

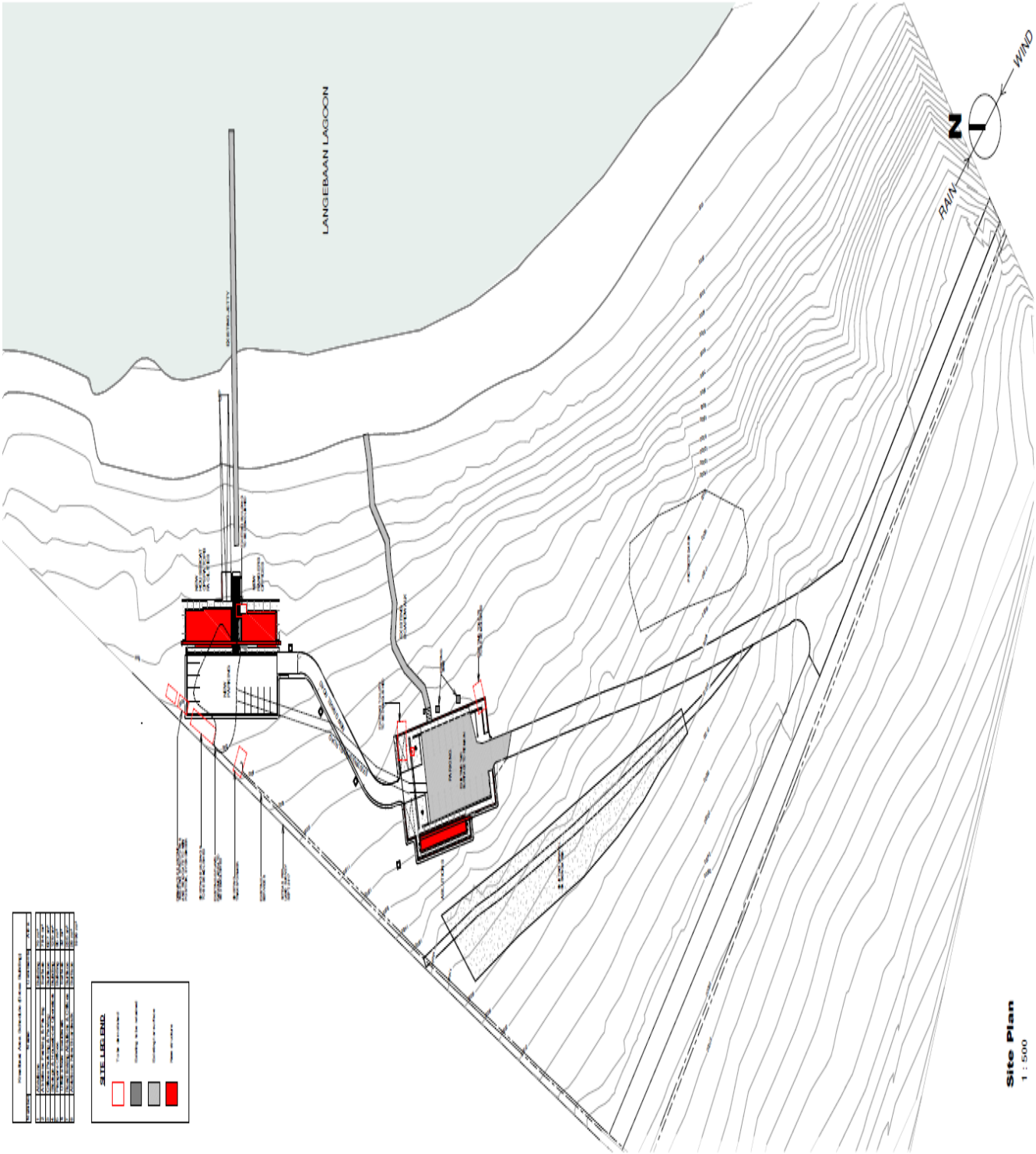
CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK

Part C4: Site Information

Kraalbraai is located in the West Coast National Park

LOCATION PLANS

Contractor	Witness for Contractor	Employer	Witness for Employer



Contractor	Witness for Contractor	Employer	Witness for Employer

Annexure A

Health and Safety Specifications for South African National Parks

For viewing purposes only

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

For viewing purposes only

Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

South African NATIONAL PARKS

HEALTH & SAFETY SPECIFICATIONS FOR

CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK

CONTRACT NO: CI-WK-0006/A

(Contractor)

Date: February 2026

Contact person: Zamakhosi Mkhonza

Address: PO Box 787
Pretoria, 0001
Tel No: (012) 426 5199
Email Fax: 086 695 9139
Email:zamakhosi.mkhonza@sanparks.org

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For viewing purposes only

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- Hazardous Substance

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1. PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

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Contractor	Witness for Contractor	Employer	Witness for Employer

The purpose of this site-specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Client Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards and expectations that the principal contractor and contractors must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued instructions to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

2. IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with Sub Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all sub-contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client prior to commencement with construction work.

3. APPLICATION AND INTERPRETATION

This document is to be read and understood in Conjunction with the following inter alia:

- Occupational Health and Safety Act (Act 85 of 1993)
- SABS codes and standards referred to by the Occupational Health and Safety Act
- Regulations as per the Occupational Health and Safety Act (Act 85 of 1993) with specific reference but not limited to:
- General Safety Regulations (GN 928, 25 June 2003)
- General Machinery Regulations (GN R1521, 5 August 1988)
- Electrical Machinery Regulations (GN R250, 25 March 2011)
- Electrical Installation Regulations (GN R242, 6 March 2009)
- Driven Machinery Regulations (GN R1010, 18 July 2003)
- Regulations for Hazardous Chemical Agents (GNR 280, 29 March 2021)
- Regulations for Hazardous Biological Agents (GNR 1887, 16 March 2022)
- Basic Conditions of Employment Act (Act 75 of 1997)
- SANParks Environmental Management Programme
- SANParks Code of Conduct of working in a National Park

4. DEFINITIONS

ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO CLIENT AGENT, WHERE SO APPOINTED.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"agent" means a competent person who acts as a representative for a client;
"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

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"bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"client" means any person for whom construction work is being performed;

"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;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;
"construction site" means a work place where construction work is being performed;

"construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"construction work" means 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 ;

"construction work permit" means a document issued in terms of regulation 3;

"contractor" means an employer who performs construction work;
"demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"design" in relation to any structure, includes drawings, calculations, design details and specifications ;

"designer" means 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;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter or landscape architect;

"excavation work" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

"explosive actuated fastening device" means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;

"fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;

"fall protection plan" means a documented plan, which includes and provides for -

- all risks relating to working from a fall risk position, considering the nature of work undertaken;
- the procedures and methods to be applied in order to eliminate the risk of falling; and
- a rescue plan and procedures;

"fall risk" means any potential exposure to falling either from, off or into;

"health and safety file " means a file, or other record containing the information in writing required by these Regulations;

"health and safety plan" means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

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"health and safety specification" means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;
"medical certificate of fitness" means a certificate contemplated in regulation 7(8);

"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

"person day" means one normal working shift of carrying out construction work by a person on a construction site;

"principal contractor" means an employer appointed by the client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;
"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-

- any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support ;

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

"the Act" means the Occupational Health and Safety Act , 1993 (Act No. 85 of 1993);

"tunneling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

5. GENERAL REQUIREMENTS

5.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;

- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
    - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
    - ensure that potential contractors submitting tenders have made

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sufficient provision for health and safety measures during the construction process;

- ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- appoint each contractor in writing for the part of the project on the construction site
- take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;

- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the client or the client's agent;
- hand over a consolidated health and safety file to the client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;

- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.

A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.

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A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

5.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.
No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

5.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

If the construction work involves construction of a single storey dwelling for a client, and such client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

5.4 Construction Work Permit

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It must be noted that from August 2018 all projects that meet the following criteria will require a construction work permit to be applied for at least 30 days prior to the work being carried out:

- Exceeds 365 days and will involve more than 3600 person days or
- Tender value limit grade is 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading.

It is the client's responsibility to apply for this permit from the Provincial Director and construction work may not commence until the permit has been issued by the Provincial Director.

A copy of this permit will be required to be kept in the principal contractors safety file, and the site specific number issued by the Provincial Director must be displayed at the site entrance.

5.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).

5.6 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

5.7 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

5.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the operations.

5.9 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated, when there is a change in the site team.

5.10 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the client, client's agent, any

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contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved

In general the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors and subcontractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

5.11 Safe Work Procedures

Safe Work Procedures are to form part of the H&S Plan and **must be compiled for all the identified activities.**
The safe work procedures must address the following elements:

- The work method to be followed to conduct work safely
- Mitigation of identified risks
- Reducing and controlling risks and hazards that have been identified
- Responsibilities of competent persons
- Required personal protective equipment
- Correct equipment/tools/machinery to be used
- Reference to relevant registers to be completed
- Reference to applicable risk assessment

5.12 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. He / she shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents and non-conformances.

5.13 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

5.14 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

5.15 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

5.15.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

5.15.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health a safety file as evidence of training

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5.16 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.

5.17 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

5.18 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by **Annexure C** in this Health and Safety Specification, as well as by health and safety legislation.

5.19 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service deliver protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

5.20 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

First Aid box/es must be adequately stocked at all time, accessible and be controlled by a qualified First Aider. If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

5.21 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

5.22 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

5.23 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage.

5.24 Management of Contractors by Principal Contractor

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The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

5.25 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

5.26 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger of possibility of persons being struck by falling objects.

5.27 Construction Vehicles and Mobile Plant

A contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
- has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
- has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm; and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;

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- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

5.28 Electrical Installations and Machinery on Construction Sites

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

5.29 Use and Temporary Storage of Flammable Liquids on Construction Sites

A contactor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids

5.30 Water environments

Not applicable on this project.

5.31 Fire precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
    - only suitably protected electrical installations and equipment, including portable lights, are used;
    - there are no flames or similar means of ignition;
    - there are conspicuous notices prohibiting smoking;
    - oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
    - adequate ventilation is provided;

- combustible materials do not accumulate on the construction site;
- welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;

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- a sufficient number of workers are trained in the use of fire- extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all -
    - persons to be evacuated speedily without panic;
    - persons to be accounted for; and
    - plant and processes to be shut down; and
    - a siren is installed and sounded in the event of a fire.

5.32 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- changing facilities for each sex;
- and sheltered eating area.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

5.33 Fall protection

The Contractor must:

- designate a competent person to be responsible for the preparation of a fall protection plan
- ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated above must include-

- a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- a programme for the training of employees working from a fall risk position and the records thereof;
- the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

5.34 Temporary works

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee;
- all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;

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- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to-
- secure any deck panels against displacement; and
- prevent any person from slipping on temporary works due to the application of release agents;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- a temporary works drawing or any other relevant document includes construction sequences and methods statement;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

5.35 Excavation

A contractor must-

ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and

- Evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
- the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
- such an excavation is in stable material: Provided that-
- permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
- where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
- must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work

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that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;

- must ensure that every excavation, including all bracing and shoring, is inspected-
- daily, prior to the commencement of each shift;
- after every blasting operation;
- after an unexpected fall of ground;
- after damage to supports; and
- after rain,

by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee;

- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
  - adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
  - provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
- must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation; and
- must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

5.36 Demolition Work

Not applicable on this project.

5.37 Tunnelling

Not applicable on this project.

5.38 Scaffolding

A contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

5.39 Bulk mixing plant

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is –

- aware of all the dangers involved in the operation thereof; and
- conversant with the precautionary measures to be taken in the interest of health and safety.

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.

A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person.

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

5.40 Rope Access Work

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Not applicable on this project.

5.41 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS's are being/going to be controlled by referring to:
    - Limiting the amount of HCS
    - Limiting the number of employees
    - Limiting the period of exposure
    - Substituting the HCS
    - Using engineering controls
    - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

5.42 Hazardous Biological Substances (HBS)

Because of the possible exposure of workers to raw sewage the H&S Plan shall include details of the following:

- The conducting of Risk Assessment specifically aimed at exposure to HBA which shall include the following
    - Nature and dose of HBA
    - Where HBA may be present and in what physical form
    - The nature of work or process
    - Steps in the event of failure of control measures
    - The effect of the HBA
    - The period of exposure
    - Control measures to be implemented
- Monitoring of exposure of workers shall be conducted to establish whether any worker is infected with an HBA associated with working or being exposed to raw sewage, in terms of the following:
    - By an occupational medical practitioner
    - Before entering the site to establish the workers baseline
    - During the period of the contract the risk assessment indicate possible exposure
    - After completion of the contract
- Medical surveillance should such be required after the above-mentioned by an occupational health practitioner.
- Indication on how all records of assessment, monitoring, etc. will be kept, taking into account that records have to be kept for a period of 40 years.
- How exposure to HBA is to be controlled
- The provision of personal protective equipment
- What information and training is to be provided to employees regarding the following:
    - The contents of these regulations
    - Potential risks to health
    - Control measures to be implemented
    - The correct use and maintenance of personal protective equipment
    - **The results of the risk assessment.**

5.43 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
    - Engineering methods considered
    - Admin control (number of employees exposed) considered
    - Personal protective equipment considered/decided on
    - Describe how records are going to be kept for 40 years.

5.44 Explosives and Blasting

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Not applicable on this project.

5.45 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

5.46 Asbestos

Not applicable on this project.

Should asbestos be identified as a hazard whilst work is carried out, the following must be included in the health and safety plan:

- Notification to the Provincial Director in writing, prior to commencement of asbestos work.
- Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.
- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records itself since these areas of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.
- Proof that asbestos demolition (if applicable) is going to be done by a registered asbestos contractor and provide proof that a plan of work for such demolition is submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.
- Provide proof that the plan of work was approved by the asbestos AIA and submitted to the provincial director 14 days prior to commencement of demolition work together with the approved standardised procedures for demolition work

5.47 Lead

Not applicable on this project.

Should lead be identified as a hazard whilst work is carried out, the following must be included in the health and safety plan:

- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the lead at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records since these are of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.

5.48 Pressure Vessels (Including Gas Bottles)

Not applicable on this project.

5.49 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

5.50 Lifting Machinery and Tackle

Not applicable on this project.

5.51 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

5.52 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

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Contractor	Witness for Contractor	Employer	Witness for Employer

5.53 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.
The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

5.54 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

5.55 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

5.56 Night Work

Not applicable on this project.

5.57 Lighting

Where poor or lack of illumination is identified as a hazard the lighting regulations must be complied with and the following must be included in the H&S Plan:

- How lighting will be ensured/ provided where daylight is not sufficient and /or after hours are worked.
- Planned maintenance programme for replacing luminaries.
- Proof of illumination levels of artificial illumination equipment.

5.58 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc.). The Contractor's risk assessment process must take these risks into account.

5.59 Occupational Health

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

5.60 Suspended Platforms

Not applicable on this project.

5.61 Material Hoists

Not applicable on this project.

5.62 Explosive Actuated Fastening Device

Not applicable on this project

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Contractor	Witness for Contractor	Employer	Witness for Employer

6. RAINING, INSPECTIONS AND RECORDS

The Contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least fortnightly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by employer
Health and Safety Reports	Monthly	Report covering: a) Incidents / Accidents and investigation b) Non conformance c) Health and Safety Training d) HIRA Updates e) Internal & External Audits
General Inspections	As per Health and Safety Specifications & OHSA	Report of Health and Safety Specifications and OHSA compliance: a) Scaffolding b) Lifting Machinery c) Excavations d) Construction vehicle
General Inspections	Monthly	Covering: a) Fire Fighting Equipment b) Portable Electrical Equipment c) Hand Tools d) Ladders
Record Keeping	On-going	Covering: a) General Complaints b) Fines c) General Incidents d) MSDS e) Surveillance Medicals f) Inspection Registers g) Department of Labour Notices

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ANNEXURE A

The contractor shall submit the info below in an Annexure 2 prior to construction commencement.

Item No.	Health and Safety Specification Requirement	OHSA Requirement	Submission date
1	Notification of Intention to Commence Construction	Construction Regulation 2014	At least 7 days before commencement on site
2	Construction Work Permit	Construction Regulation 2014	At least 30 days prior to project commencement

Contractor	Witness for Contractor	Employer	Witness for Employer

3	Assignment of Responsible Person to Manage Building Work Via Health and Safety Organogram	Construction Regulation 2014	Before commencement on site
4	Competency for Health and Safety Positions	Client / Client Agent requirement	Before commencement on site
5	Letter of Good Standing	Compensation of Occupational Injuries & Disease Act (COIDA) 130 of 1993	Before commencement on site
6	Occupational Health and Safety Policy	Client / Client Agent requirement	Before commencement on site
7	Risk Assessment, Safety Plan, Demolition Method Statement	Client / Client Agent requirement	Before commencement on site

ANNEXURE B: APPOINTMENTS
The Contractor shall make the following appointments:

No	Description	No	Description
1	Chief Executive Officer (OSHACT 16(1))	17	Material Hoist Inspector (CR19(8)(a))
2	Contract Director/Manager (OSHACT 16(2))	18	Material Hoist Operator (CR19(6))
3	Construction Manager (CR 8(1))	19	Bulk Mixing Plant Supervisor (CR20(1))
4	Construction Supervisor (CR 8(7))	20	Bulk Mixing Plant Operator (CR20(2))
5	Assistant Construction Supervisor (CR 8(8))	21	Controller of Explosive Actuated Fastening Devices (CR21(2)(g)(1))
6	Construction Safety Officer (CR 8(5))	22	Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i)
7	Construction risk assessor (CR 9(1))	23	Controller of Temporary Electrical Installations (CR24('c))
8	Fall Protection Competent Person (CR 10(1))	24	Stacking Supervisor (CR28(a))
9	Traffic Safety Officer	25	Fire Extinguishing Equipment Inspector (CR29(h))
10	Safety Representative (where > 20 employees on site)	26	Fire Fighters (CR29(i))
11	Temporary work Designer (CR 12(1))	27	First Aider (GSR 3)
12	Temporary work Supervisor (CR12(2))	28	Fall Protection Plan Developer (CR 10(1)(a))
13	Excavation Supervisor (CR13(1)(a))	29	Incident Investigator (OSHACT 9(2))
14	Demolition Supervisor (CR14(1))	30	Competent Person – Confined Spaces (GAR 5(1))
15	Scaffold Supervisor (CR16(1))	31	Health and Safety technical Committee (CR 31)
16	Suspended Platform Supervisor (CR17(1))	32	General Machinery Competent Person (GMR 2)

7. PROJECT DETAILS

PROJECT DIRECTORY:		
Client	**SANParks** 643 Leyds Street, Muckleneuk Pretoria Contact: A van Wyk	Tel: 012-426-5126 Email: antionet.vanwyk@sanparks.org
Client Agent	**Infrastructure & Special Projects** Contact: R Williams	Tel: 021-983-9304 Email: richard.williams@sanparks.org

PROJECT DETAILS:

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Description of Works

CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK - COMPLETION OF WORKS.

CONTRACT NO: CI-WK-0006/A

Anticipated Construction Duration
5 Months

Provisional Start Date
August 2026

Completion Date
January 2026

EXISTING ENVIRONMENT:

Hazards particular to this project by virtue of location:
Wild Animals: The site is located in the West Coast National Park. A lookout for wild animals is going to be required to protect the workers.

Members of public and children: All necessary steps to be taken to protect them from any dangers associated with the construction works being undertaken.

Public Roads: Use of roads network to be carefully planned to accommodate vehicles of the general public, staff and surrounding farms.

Overhead, Above Ground and Underground Services crossing the site:

Overhead:	Applicable
Underground:	Not Applicable
Ground Level:	Not Applicable
Services Drawings available	Yes
Way leaves required:	Not Applicable
Permits required:	Not Applicable
Isolation required:	Not Applicable

Existing structures and surrounding land use (with a significant impact on Health and Safety):
The site is an existing overnight accommodation facility with parking and a reception office.

Existing ground conditions and ground survey report:
No Geotech study was conducted.

Existing Traffic Systems:

Conditions:	Gravel Road / Tar roads
Restrictions to access:	Applicable (will be communicated at appointment)
Speed restrictions:	Normal road restrictions: 40km/h

PROJECT HEALTH AND SAFETY REQUIREMENTS:

Significant health and safety hazards identified by Designer and Client Agent:

Accommodation of Traffic (Management Plan): The Principal Contractor must supply a proper and comprehensive Traffic Management Plan for the various sites within this identification, i.e. the Site camp and surrounds as well as the work area and surrounds.

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Members of the Public: The works is in a busy area. The Principal Contractor is responsible for the safety of the workers as well as the public. The Principal Contractor will have to have sufficient warning & information signage to assist with the information to the public. The Principal Contractor will be responsible to have sufficient directional signage and to have proper road traffic management in place.
Wild animals: There are baboons and probably snakes roaming the area and the principal Contractor will have to ensure that they or the workers do not get killed or hurt during the construction phase.

Normal construction hazards expected are as follow:

Compacting and filling / Compactors Operations
Confined Spaces
Excavations
Hand Tools
Members of public
Plant / Vehicle and Equipment Operations
Road Construction
Site Establishment
Snakes
Temporary Works
Traffic Management
Transportation of workers

NOTE: Please refer to the end of this Health and Safety Specification for the baseline risk assessment of these risks.

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS
Road Traffic Management Protection of Public

ACTIVITIES REQUIRING PERMITS	
Permit to Dig / Permit to Enter Excavations:	Not applicable on this project
Permit to Work with Electricity:	Not applicable on this project
Confined Space Permit:	Not applicable on this project
Hot Works Permit:	Not applicable on this project
Permit to work under Power Lines:	Not applicable on this project
Blasting:	Not applicable on this project
Temporary Works:	Yes - Authorisation in writing by competent person

GENERAL ARRANGEMENTS	
Restrictions on times:	Monday - Friday 08:00 to 17:00 and Saturday 08:00 to 13:00
Access to site by Construction Vehicles:	Yes, principal contractor to manage
Access to site by Construction workers & Visitors:	Visitors and personnel to report to site office

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Site camp location and set up:	Restrictions/requirements, storage areas and security to be advised in consultation with principal agent
Ablution and Welfare:	Contractor to provide as per regulations
Environmental Conditions:	Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk
Induction Training:	All workers to receive induction training prior to commencement on site. Special reference to SANParks Health and Safety Policy and Induction Awareness Training and SANParks EMPr and Code of Conduct

PROTECTION OF SITE AGAINST UNUATHORIZED ACCESS BY PUBLIC

Excavations: Note that excavations accessible to public, or adjacent to public roads / thorough fares, must have (1) barrier / fence of at least 1m in height, and (2) waring illuminates at night or when visibility is poor, or have other suitable precautionary measures if both of these are not practicable. The entire site is to be fenced off with ready fencing. There needs to be always access control as well as security personnel on site.

Warning Notices: Construction site, Visitors to report to the site office. Pedestrian arrow signage towards the other side of the road, Fire Extinguisher, First Aid, Emergency Assembly area and Emergency telephone numbers. Reflective vests, safety boots and dust masks signage to be displayed.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees (and other under his/her control) wear the following minimum PPE:

Overalls:	Yes, required
Safety Harnesses:	Yes required
Hard Hats:	Yes, required
Safety Footwear:	Yes, required
Reflective Vests:	Yes, required
Goggles / Gloves / ear and respiratory protection	As per job function
Specialist equipment:	As per job function

HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

Petrol	Cement
Diesel	Silicone
Bitumen	Other
Paint	

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BASELINE RISK ASSESMENT

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Baseline Risk Assessment

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Action Period (AP)	Action to mitigate
				P	F	S			
General Onsite Activities	A1	Access to Site	Pedestrian & people equipment interaction causing injury	4	2	12	Occupational Health and Safety Act 24(1)		Area to be secured and barricaded / fenced
			Dust Inhalation	3	1	4	Hazardous Chemical Substances Regulation (36)(37)(38)		Induction Training & PPE
			Unauthorised entry	3	2	8	Occupational Health and Safety Act 12(2)		Site Visit Register, signage, Permit for vehicle access
			Slip,trip,and fall	3	2	8	Occupational Health and Safety Act 12(1)(b)(c)		Induction Training & PPE
	A2	Placing of office/ containers if lifting is involved	Heavy objects swinging out of control causing injury/damage	2	4	14	Driven Machinery 18(11)		Safe work area, Induction Training, Trained operator, Lifting Plan
			Crane/lifting tackle failure causing object to fall	2	4	14	General Machinery Regulations 7(a)9b)		Inspection Register, Trained operator
			Accidental collision with overhead power lines	2	4	14	General Machinery Regulations 7(a)(b)		Assign a flag man, determine safe work area
			Lifting machine/crane falling over	2	4	14	General Machinery Regulations 5(1)(2)		Assign a flag man, determine safe work area
	A3	Hand Loading and offloading of heavy machinery & equipment	Items rolling/slipping falling causing injury	4	2	12	General Machinery Regulations 2(1)		Induction training, PPE
			Incorrect Lifting procedure resulting in injury	3	2	8	General Machinery Regulations 3(2)		Induction training, Proper lifting procedure, PPE
	A4	Machine loading and offloading of heavy machinery & equipment	Failure of machinery causing injury	3	3	13	Driven Machinery 18(1)(a)(b)		Supervision
			Equipment falling	3	3	13	General Machinery Regulations 2(2)		PPE
			Collision of vehicles	3	3	13	General Machinery Regulations7(a)(b)		Flag men

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Action to mitigate
	A5	Traffic	Equipment interaction	3	4	18	Construction Regulation 23(1)(d)(i)(ii)		Traffic management plan
	A6	Lack of employees facilities	Lack of drinking water, dehydration of workers	3	5	22	Construction Regulation 30(1)(a)		Provision of drinking water & Induction training
			Lack of sanitary facilities, unhygienic conditions	3	5	22	Construction Regulation 30(1)(b) and 30(2)		Provision of chemical toilets & proper housekeeping
	A7	Stacking & Storage	Fall, slip resulting in potential injury/damage	4	3	17	Construction Regulation 28(d)		Storage plan, induction training and restricted access
			Obstructing critical equipment and walkways	4	3	17	Construction Regulation 27 (a)(c)(g)		Storage plan, induction training and restricted access
			Flammable liquids catching fire	3	3	13	Construction Regulation 25(a)(b)(c)		Storage plan, induction training and firefighting equipment
			Hazardous storage of materials	3	3	13	Hazardous Chemical Regulation(25)9A(2)		Storage plan, regular inspections
	A8	Handling of chemicals and fuels	Exposure	3	3	13	Hazardous Chemical Regulation 9A(1)(a-p)		PPE
			Inhalation	3	3	13	Hazardous Chemical Substances Regulation (36)(37)(38)		
			Burns to Skin	3	3	13	Hazardous Chemical Substances Regulations 9A(2); Material Data Sheet		
	A9	Temporary Low voltage Electrical installation	Exposure to live wires-electrocution	2	5	19	Construction Regulation 24(a)(b)		Lockable DB box, Inspection register
			Faulty earth leakage	2	5	19	SANS 10142		Competent person to do installation & inspection
			Short circuit causing fire	2	4	14	Construction Regulation 24(b)		Weekly inspection, Induction Training & Firefighting equipment
	A10	Issue of PPE	Incorrect PPE	4	2	12	General Safety Regulation 2(1)		PPE Register
	A11	Usage of PPE	Incorrect use of PPE	4	2	12	General Safety Regulation 3(2)		PPE Register, Induction Training, supervision
			Negligence to use PPE	4	2	12	General Safety Regulation 5		PPE Register, Induction Training, supervision

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Action to mitigate
	A12	Adverse storms	Struck by lightning	2	5	19	Induction Training Safe Operation Procedure		Proper warning system
	A13	Adverse heat	Dehydration, Sunburn, heat stroke	3	4	18	Induction Training Safe Operation Procedure		Proper drinking water, PPE
	A14	Working in excessive winds	Exposure to dust	3	4	18	Hazardous Chemical Substances Regulation (36)(37)(38)		PPE
	A15	House keeping	Objects lying around can result in slip/fall	4	2	12	Construction Regulation 27(a)(b)		Regular cleaning of site
			Unhygienic conditions	3	3	13	Construction Regulation 27(d)		Induction Training
			Pollution of area	3	2	8	Construction Regulation 27(e)		Proper waste bins and waste removal
	A16	Fire prevention	Open Fires	3	3	13	Construction Regulation 29(a)		SANParks EMP & Code of conduct
			Inadequate firefighting equipment	4	3	17	Construction Regulation 29(g)(h)		Inspection register, supervision
			Run away fires	4	4	21	Emergency evacuation plan		SANParks EMP & Code of conduct
			Accidental Fires	3	4	18	Construction Regulation 29(a)(d)(iii)		Designated smoking areas
	A17	Environmental pollution	Pollution of ground,air,workspace	3	2	8	Environmental Regulation 6(d)		SANParks EMP & Code of conduct
			Littering	4	2	12	SANParks Environmental Management Programme		Induction Training, Provide proper trash bins
	A18	Working near hazardous animals incl snakes, spiders & scorpions	Poisons bites/ attack by large animals	3	3	13	SANParks Environmental Management Programme		Induction Training, SANParks ranger where required, Proper treatment in first aid kit
	A19	Working in close proximity of water	Falling into water & drowning	3	4	18	Construction Regulation 26(1)(a)(b)		Safe work area, Induction Training, barricades
			Pollution of water body	3	4	18	SANParks Environmental Management Programme Construction Regulation 26(2)		Induction Training

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Action to mitigate
Plant or vehicle & equipment	B1	Construction vehicles	Equipment Failure	4	4	21	Construction Regulation 23(1)(k)		Vehicle check list and regular maintenance
			Unroadworthy vehicles	3	4	18	Construction Regulation 23(2)(i)(j)(k)		Vehicle check list and regular maintenance
			Speeding/ Operation	3	4	18	Construction Regulation 23(2)(l)		Safe traffic route, imply penalties, traffic calming measures
			Potential accident/collision	4	4	21	General Machinery Regulations 7(a)		Induction Training, Reflective vests, safe work area
			Material/equipment fall from vehicle	4	4	21	Construction Regulations 23(1)(b)(g)(h)		Properly secure all goods
			Vehicle/plant not used for correct purpose	3	3	13	Construction Regulations 23(1)(b)(c)		Supervision, controlled access to vehicle/plant
	B2	Licencing of operators	Unauthorized operation of equipment	3	3	13	Construction Regulation 23(1)(d)(i)(ii)		Valid operator, restricted access to machinery, supervision
			Expired licenses	3	1	6	Construction Regulation 23(1)(d)(i)(ii)		Keep OHS file up to date
	B3	Parking of vehicles	Runaway vehicle	3	4	17	Safe Operation Procedures (SOP)		Vehicle check list, use stop block behind tyres
			Parking in unsafe areas	3	1	4	Construction Regulation 23(2)(i)(j)		Demarcate proper parking areas
Transportation	C1	Transportation of employees	Interaction with other vehicle-collision	4	4	21	Construction Regulation 23(1)(b)(j)		Supervisor
			Equipment not roadworthy	3	1	4			Vehicle checklist, vehicle must meet required standards
			Equipment not licensed	3	1	4	Construction Regulations 23(a)(b)		Supervision and monitor
			Operator of vehicle transporting employees not licensed and authorized	3	1	4	Construction Regulation 23(2)(i)(j)		Supervision and monitor if Driver has Valid PDP
			Vehicle not equipped to transport employees	3	1	4	Construction Regulation 23(d)(i)(j)		Vehicle checklist, vehicle must meet required standards
			Not Adhering traffic legislation	3	1	4	Construction Regulation 23(2)(j)		Supervision, implement fines

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures		Action to mitigate
	C2	Transportation of material or equipment with people	Material/equipment fall from vehicle	4	4	21	Construction Regulation 23(g)(h)		Properly secure all goods
			Potential accident/collision	4	4	21	Construction Regulation 23(2)(g)(h)(j)		Induction Training, Reflective vests, safe work area
	C3	Towing a Trailer	Vehicle accident	4	4	21	Construction Regulations 23(e); Occupational Health and Safety Act 24(1)(c)(iii)(iv)		Awareness, trained operator
			Towing coupler failure	3	3	13	Construction Regulation 22(e)		Inspection Register
Hand Tools	D1	Injury Due to	Incorrect tools used	4	3	17	Hand tool register, Induction Training,		Supervision
	D2	Hand Drills	Clothing being grabbed by rotating drill	3	3	13	Safe Operation procedure, Toolbox Talks Electrical Machinery Regulations 10(3)(4)		PPE, Supervision
			Unsecured work piece rotating with drill	3	3	13			PPE, Supervision
			Shaving flying into eyes	3	3	13			PPE, Supervision
			Accidental injury	4	3	17	Electrical Machinery Regulations 10(4)		PPE, Supervision
			Electrocution	3	5	22	Electrical Machinery Regulations 10(1) (a)(b)		Tool inspection register
	D3	Explosive actuated fastening device	Malfunction of equipment causing injury/damage	3	3	13	Explosive Regulations 15(a)(b)		Tool inspection register, inspect extension cord
			Accidental injury	3	3	13	Explosive Regulations 15(b)		PPE, Supervision
			Accidental discharge	3	3	13	Explosive Regulations 15(a)(b)		Safety mechanism working, Store in unloaded condition
Site Clearance	E1	Site/Bush Clearing	Moving machinery accident	4	3	17	Construction Regulation 23(2)(b)		Reflective vests, restricted access, induction training
			Injury due to hand tools	4	3	17	Safe Operation Procedures (SOP)		Induction Training, PPE, First Aider

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to mitigate
			Snakes/ Spider bites	3	3	13	SANParks Environmental Management Programme	Induction Training, Proper First Aid treatment available
			Dangerous animals in vicinity	3	3	13	SANParks Environmental Management Programme	Induction training, armed rangers escort
			Electrical cables and other services in way of work area	3	4	17	Construction Regulation 24(c)	Properly mark & demarcate existing services
	E2	Tree felling	Injury from chainsaw	3	3	13	Safe Operation Procedures (SOP)	Trained operator, PPE
			Injury from falling tree	3	3	13		Safe work area, PPE
			Felling from height	3	3	13		Safety Harness, Fall Protection Plan, PPE
			Exposure to electrical cables	3	3	13	Electrical Installation Regulations(5)(1)(2)	Safe work area, PPE
	E3	Removal of waste	Moving machinery accident	4	4	22	Construction Regulation 23(1)(b)(c)	Reflective vests, restricted access, induction training
			Waste material falling of vehicle	3	3	13	Construction Regulations 23(h)	Secure load, stay within maximum vehicle load capacity
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
	E4	Demolition	Structure/rubble falling on person	3	3	13	Construction Regulation 14(1); 4(ii)	Induction Training, PPE, demarcate area
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
			Presence of lead	2	4	14	Lead Regulations (3)	PPE, Induction Training
			Presence of Asbestos	2	4	14	Asbestos Regulations (4)	PPE, Induction Training
			Hitting electrical cable - electrocution	3	5	22	Construction Regulation 24(a)	Induction training, Site map indicating existing services
			Hitting of gas line - explosion	3	5	22	Construction Regulation 14(1)(2)	Induction training, Site map indicating existing services

Contractor	Witness for Contractor	Employer	Witness for Employer

Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to mitigate
Excavation & backfill	F1	Hand Digging of holes/trenches	Injury due to defective tools	4	3	18	Construction Regulation 13(a)	Hand tool register, Induction Training
			Injury due to improper work method	4	3	18		Induction training, supervision
			Trip/fall into holes	3	3	13		Demarcate area, induction training, PPE
	F2	Machine Digging of holes/trenches	Collapse of trench	3	3	13	Construction Regulation 14(4)(iii)	Excavation inspection register by component person daily
			Collapse of adjacent structure	3	3	13	Construction Regulation 11(1)(a)	Safeguard adjacent structures
			Malfunction of machinery	3	3	13	General Machinery Regulations 2(2)	Machinery Inspection Register
			Unauthorized driver	2	2	5	General Machinery Regulations 2(1)	Trained operator, supervision, restricted access to machinery
			Unnecessary Damage to environment	3	2	9	SANParks Environmental Management Programme	Induction Training, designated work area
	F3	Tipping of material	Material falling on to person	3	3	13	Construction Regulation 23(g)	PPE, Safe Work area, Flag men
			Malfunction of equipment causing injury/damage	3	3	13		
	F4	Hitting of electrical cable and services	Electrocution	3	5	22	Construction Regulation 24(a)(b)(c)	Induction training, Site map indicating existing services
	F5	Opening trenches	Risk of collapse	3	3	13	Construction Regulation 13(h)(l)	Stabilize trench, work permit, induction training
			Fall, slip into trench	4	3	17	General Safety Regulations 2(5)(6)	Barricade trench, PPE
	F6	Compaction	Personal Injury	3	3	13	General Safety Regulations 2(5)	PPE, Trained operator
			Collision of machinery	3	3	13	General Machinery Regulations 4(1)	Induction Training, Reflective vests, safe work area
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to mitigate
Temporary Works	G1	Stop & Go Procedures - Moving Vehicles	injuries to employees involved in an accidents whiles setting up and taking down Stop/Go procedure	4	4	21	Construction Regulation 12(3)(d)	Visibility jackets, radio communication
			Injuries to employees involved in an accidents - in the midst of Stop/Go activity	4	4	21		
			Injuries to road users involved in an accidents - approaching a Stop/Go activity	4	4	21	Construction Regulation 12(3)(d)	PPE, Competent person conduct work
			Injury during assembly/dismantling	3	3	13	Construction Regulation 12(3)(a)	Induction Training, PPE, Supervision
Installation of Pipes/cables/electric works	K1	Installation of sewer/water pipes in trenches	Fall, slip into trench	4	3	17	Electrical Installation Regulations(5)(1)(12)	Barricade trench, PPE
			Exposure to Hazardous biological agents	3	3	13	Hazardous Biological Agents Regulations 5(2)	Hazardous biological
			Pipe handling/lifting resulting in injury	3	3	13	Hazardous Biological Agents Regulations 5(2)	Hazardous biological
	K2	Installation of electrical cable in trench	Fall, slip into trench	4	3	17	Electrical Installation Regulations(2)(1)(2)	Barricade trench, PPE
			Cable handling/lifting resulting in injury	3	3	13	Electrical Installation Regulations(2)(1)	Induction Training, PPE
Concrete	J1	Manual Mixing for fencing poles	Cement dust inhalation	3	2	8		Material Safety Data Sheet , PPE Supervision
			Hazardous substance contact dry cement mix	3	3	13	Hazardous Chemical Substances Regulations 9A(2)(2) Material Safety Data Sheet (MSDS)	PPE, Induction Training
			Spillage/pollution	3	3	13		PPE, Concrete mixing sheet
			Injury during mixing/cement burns	3	3	13		Induction Training, Supervisor, PPE
	J2	Concrete Mixer Machine	Poor ventilation causing ill health	3	2	8	General Safety Regulations 5(5)	PPE, Additional ventilation
			Accidental injury through flying objects	3	3	13		Induction Training, Supervision

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to mitigate
			Spillage/Pollution	3	3	13	Hazardous Chemical Substances Regulations 10(3)	Induction Training, PPE
			Clothing/body parts getting caught in open pulley V -BELT	3	3	13		Induction Training, inspection register, moving parts covered with guard
	J3	Bulk Mixing Plant	Unauthorised operations	3	3	13	Construction Regulation	Competent Operator, Supervision Maintenance register, inspection register
			Malfunction of equipment causing injury/damages	3	3	13	Construction Regulation	PPE, Fall Protection Plan, Safe Work area
	J4	Construction Vehicle	Risk of being struck by vehicle while working next to road	4	4	21	Occupational Health and Safety Act 24(3)(a)(b)	Traffic Management Plan, Road Signs, reflective vests, Flag man
			Failure of regulating traffic causing collisions	3	4	18		Competent person, supervision
			Injury from road users and public	4	4	21	Construction Regulations 23(1)(e)(j)	Restrict access to site, Signage
			Noise pollution	3	2	8	Noise Induced Hearing Loss Regulations 7(1)(a)(b)(c)(d)	PPE
			Inhalation of dust	3	2	8	Hazardous Chemical Substances Regulations 8(a)(b)(c)	PPE

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LIKELIHOOD RATING	DESCRIPTION	FREQUENCY
5 - Almost certain	Expected to occur in most circumstances	Recurring event e.g. More than once per month.
4 - Likely	The event will probably occur	Event that may occur frequently once per year
3 - Possible	Might occur occasionally	Event that may occur. Once in 3 years
2 - Unlikely	Could happen some time	Event that is unlikely to occur. Once in 10 years
1 - Rare	May happen only in exceptional circumstances	Event that is very unlikely to occur

IMPACTS				
CONSEQUENCE RATING	**ENVIRONMENTAL**	**SAFETY**	**HEALTH**	**FINANCIAL IMPACT**
5 - Critical	Permanent environmental damage to an extensive area	Fatality. Permanent disabling injuries.	Life threatening or permanently disabling illness.	>R 500 000
4 - Major	Long term environmental damage extending to a large area requiring high level intervention	Severe irreversible damage to one or more persons. Lost Time Injury greater than 10 days.	Severe and irreversible health effects or disabling illness.	R100 000 –R499 000
3 - Moderate	Short term environmental damage requiring some intervention	Reversible injury or moderate irreversible impairment. Less than 10 days lost time	Severe but reversible health effects. Results in a lost time illness of less than 10 days.	R10 000 - R99 999
2 - Minor	Short term environmental damage affecting a small area easily remediated	Medically treated injury. Does not lead to restricted duties.	Reversible health effects of concern that results in medical treatment but does not lead to restricted duties.	R1 000 – R9 999
1 - Insignificant	Minimal environmental damage affecting a very small area immediately remediated	Single minor injury to one person. First aid or no treatment required. No lost time.	Reversible health effects of minor concern only requiring minor medical treatment.	R0 - R1 000

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			LIKELIHOOD				
CONSEQUENCE			**1**	**2**	**3**	**4**	**5**
			RARE	**UNLIKELY**	**POSSIBLE**	**LIKELY**	**ALMOST CERTAIN**
	1	**INSIGNIFICANT**	1	2	3	4	5
	2	MINOR	2	4	6	8	10
	3	**MODERATE**	3	6	9	12	15
	4	**MAJOR**	4	8	12	16	20
	5	**CRITICAL**	5	10	15	20	25

Risk rating	Risk magnitude	Response
16 - 25	High	Immediate action required to reduce risk. Introduce hard barriers and adequate controls to reduce risk. Control hazards/ Monitor regularly. Ensure the risk has been eliminated so far as is reasonably practicable
9 - 15	Moderate	Urgent attention to improve controls & reduce inherent risks. Monitor systems controls, implement controls or minimised in accordance with the hierarchy of controls so far as is to reduce the risk.

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0 - 8	Low	Tolerable risk level. Carry out activity following review and implementation of effective risk controls in accordance with the hierarchy of controls. Ongoing monitoring and management required by employees and line supervisors to use safe working procedure

DEFINITIONS		Probability (1 - 5)		Determining your prioritisation rating (A/P)		
Hazard	Is a condition, activity, object or substance that has the ability to cause harm.	**1**	Highly improbable	**%**	**Prioritization indicator**	**Action**
Risk	Is the chance or likelihood of a hazard causing harm or damage.	**2**	Less than even chance	1% - 20%	E	Monitor the situation
Probability	The likelihood of a specific outcome/consequence	**3**	Improbable	21% - 40%	D	Within six months
Frequency	A measure of the rate of occurrences of an event expressed as the number of occurrences at a given time	**4**	Probable	41% - 60%	C	Within one month
Severity	Degree or harm of the outcome/consequence	**5**	Inevitable	61% - 80%	B	Within one week
This HIRA does not necessarily cover all hazards associated with the operation / equipment. It is designed as a guide to compliment the Operational Specific HIRA, which must be carried out for each task forming part of an operation.				81% - 100%	A	Immediate

Frequency (1 - 5)		Severity (1 - 15)					
1	Hazard arise 2 yearly	**1**	Superficial injuries, minor cuts and bruises, nuisance and irritations (e.g. eye irritations & headaches), ill health leading to temporary discomfort.	**6**	Laceration, burns, concussion, serious sprains, minor fractures, deafness, dermatitis, asthma, work related upper limb disorder, ill health leading to permanent minor disablement.	**11**	Amputation, major fractures, poisoning, multiple injuries, fatal injuries, Occupational cancer, other severely life shortening diseases, acute fatal diseases.
2	Hazard arise yearly	**2**		**7**		**12**	
3	Hazard arise every month	**3**		**8**		**13**	
4	Hazard arise every week	**4**		**9**		**14**	
5	Hazard permanently present	**5**		**10**		**15**	

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Contractor	Witness for Contractor	Employer	Witness for Employer

INITIALS	SURNAME	DESIGNATION	CONTACT DETAILS	HIRA TRAINING	SIGNATURE	DATE
R	Williams	**Senior Project Manager:** Infrastructure and Special Projects SANParks	021 983 9304	Yes		
R	Wilson	**Project Co-ordinator:** Infrastructure and Special Projects SANParks	083 442 6085	Yes		
Z	Mkhonza	**OHS:** Coordinator Compliance	012 426 5199	Yes		

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Contractor	Witness for Contractor	Employer	Witness for Employer

Contractor's Acknowledgement:

I,_____ representing _____ (Contractors), have satisfied myself with the content of this Health and Safety Specification and have made the relevant provision under my Preliminary & General Section for any and all costs involved to ensure compliance of this Specification and shall we be the successful contractor, we shall ensure that our employees and contractors on site comply with the requirements of this documents, our safety documentation and
health and safety legislation.

……..
……
Signature of Contractor Date

Comments:

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Contractor	Witness for Contractor	Employer	Witness for Employer

ANNEXURE B: Environmental Management ProgrammE (EMPr)

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Project Specific EMPr

SITE: **WEST COAST NATIONAL PARK**

Project: **CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES**

Prepared by:

Enviroworks
Independent Environmental Assessment Practitioner on behalf of SANParks

Contractor	Witness for Contractor	Employer	Witness for Employer

1. Introduction

This Environmental Management Programme (EMPr), amongst others, describes the mitigation measures and identifies the specific role players that will be responsible for implementation of the mitigation measures, in order to ensure that impacts on the environment are minimised during the construction and operational phases of the proposed upgrade of the Kraalbaai Day Visitors Facilities, West Coast National Park, Western Cape Province.

This EMP'r must form part of the contractual agreement between the relevant contractor(s) and the developer.

2. Environmental Compliance

A number of potential environmental impacts that may arise during the project have been identified. These are outlined in the following table below, and guidelines and mitigation measures are provided.

The Contractor must familiarise himself with the requirements of the EMP'r, keeping in mind that other site-specific requirements as outlined in the Environmental Authorisation (EA) must also be complied with. All conditions set out in the EA and activities in the EMPr must be adhered to. Should any conditions or activities not adhered to, will result in non-compliance and potentially liable for a fine or legal prosecution or both.

Regular site inspections will be conducted by a SANParks appointed Environmental Control Officer (ECO). The ECO is duly authorised to issue instructions to the contractor, should non-compliance be noted and the contractor will be responsible for any remedial measures at the account of the contractor.

3. On-site Communication

The following sections describe the site communication measures that will need to be implemented.

3.1 Site Instruction Entries

The Site Instruction book should be used for the recording of general site instructions as they relate to the works on site. It should also be used for the issuing of stop work orders for the purposes of immediately halting any particular activities of the contractor in lieu of the environmental risk that they may pose.

3.2 Method Statements

Method statements from the Contractor will be required for specific sensitive actions on request by the authorities or the ECO.

A method statement forms the baseline information on which work in sensitive environments takes place and is a "live document" allowing for modifications to be negotiated between the Contractor and ECO / Engineer, as circumstances unfolds.

A method statement describes the scope of the intended work, step-by-step, in order for the ECO and Engineer to understand the Contractor's intentions. This will enable them to assist in devising any

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Contractor	Witness for Contractor	Employer	Witness for Employer

mitigation measures, which would minimise environmental impact during these tasks. For each instance wherein it is requested that the Contractor submit a method statement to the satisfaction of the ECO, the format should clearly indicate the following:

- What – a brief description of the work to be undertaken;
- How – a detailed description of the process of work, methods and materials;
- Where – a description/sketch map of the locality of work (if applicable); and
- When – the sequencing of actions with due commencement dates and completion date estimates.

All method statements will form part of the EMPr documentation and are subject to all terms and conditions contained within the EMPr main document.

4. Persons Responsible for Implementing this EMPr

The "Responsibility" columns in the impact and mitigation tables provided below indicate which team member(s) are responsible for implementation of the identified mitigation measures; these team members include the following:

- Construction contractor(s);
- Construction manager;
- Applicant / Developer; and the
- Designated Environmental Control Officer

The sections below list further supplementary measures, which should also be implemented by the relevant team members.
During the **construction phase**, the **construction contractor** will:

- Be responsible to have the EMPr available on site at all times;
- Provide the applicant with a "Method Statement" which will indicate the procedures that will be applied in order to meet the requirements of any aspect of the EMPr; and
- Ensure that all problems identified during environmental inspections, are addressed and rectified as soon as reasonably possible.

During the **construction phase**, the **contract project managers** will:

- Have the authority to stop work and issue fines;
- Receive reports from the ECO and report to the client;
- Enforce contractor obligations to the EMP-r; and,
- Support the ECO in his/her roles and responsibilities.

During the **construction phase**, the **environmental control officer** will:

- Meet with the contractor and project manager to hand over the site and go through the content of the EMP-r, including the "do's and don'ts" of the project, to ensure that the parties understand

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Contractor	Witness for Contractor	Employer	Witness for Employer

their responsibilities to the EMPr;

- Be accountable for monitoring and auditing activities to ensure compliance with the EMPr and the Environmental Authorisation;
- Work correctively with other role-players, but not be influenced in opinion and must report to the applicant only;
- May, in the event of there being a serious threat to or impact on the environment, correspond with the contract project manager to stop work;
- Complete an ECO checklist after each site inspection and distribute this to the project team within 5 days; and,
- Conduct a final environmental audit of the project on completion of construction and rehabilitation, for submission to the DFFE to review.

5. Environmental Awareness Plan

5.1 Environmental Awareness and Risk Training

All contractor team members involved in work on site are to be briefed on their obligations towards environmental controls and methodologies in terms of this EMPr, prior to work commencing. The briefing will usually take the form of an on-site talk and demonstration by the ECO. The education / awareness programme should be aimed at all levels of management within the contractor team. See “basic rules of conduct” below.

5.1.1 Basic Rules of Conduct

The following list represents the basic *Do’s* and *Don’ts* towards environmental awareness, which all participants in this project must consider whilst carrying out their tasks. These are not exhaustive and serve as a quick reference aid.

NOTE: ALL new site personnel must attend an environmental awareness/induction presentation. Please inform your foreman or manager if you have not attended such a presentation or contact the ECO.

DO:

- Clear your work areas of litter and building rubble at the end of each day – use the waste bins provided and prevent litter from being blown away by wind.
- Report all fuel or oil spills immediately and stop the spill from continuing.
- Dispose of cigarettes and matches carefully, so to prevent veld fires (arson and littering is an offence).
- Confine work and storage of equipment to within the immediate work area.
- Use all safety equipment and comply with all safety procedures.
- Ensure a working fire extinguisher is immediately at hand if any “HOT WORK” is undertaken e.g. welding, grinding, gas cutting etc.
- Prevent excessive dust and noise.

DO NOT:

- Do not litter - report dirty or full facilities, i.e. full dustbins and dirty or blocked toilets.
- Do not make any fires.

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- Do not enter any fenced off or demarcated areas.
- Do not allow waste, litter, oils or foreign materials into the Langebaan Lagoon.
- Do not litter or leave food lying around.

6 Construction Phase EMPr

SANParks and the contractor will be responsible for adhering to the conditions of the EA and EMPr. Specific activities during the construction phase are highlighted in the table below. Both parties are to ensure that all listed activities are adhered to and regular monitoring by means of site inspections are to be conducted by the SANParks appointed ECO and a relevant employee of the contractor. The table highlights the responsibilities of each party and these responsibilities are to implemented accordingly.

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6.1 Construction Phase Environmental Management Programme

PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK								
ACTIVITY	**ASPECT**	**IMPACT**	**MITIGATION MEASURE: (objective and target)**	**PERFORMANCE INDICATOR**	**RESPONSIBILITY**	**RESOURCES**	**SCHEDULE**	**VERIFICATION**
Establishment of the main Site Office & Storage Site	Equipment yards and lay- down areas	Damage / pollution to the surrounding areas caused by the construction site area	**Objective:** To prevent any negative impact on the surrounding environment as a result of the establishment of the proposed infrastructure. **Targets:** **1)** The contractor must ensure that all construction personnel, labourers and equipment remain within the demarcated construction sites at all times; **2)** No servicing of vehicles must be permitted on site, unless for emergency purposes; **3)** Stockpiles should not be situated such that they obstruct pathways; **4)** Location of storage area must take into account prevailing winds, distance to water bodies and general on-site topography;	Adequate management of construction site	Contractor	Costs will be covered within the contract for implementation of the project	Site establishment stage	Engineering Contractor; Contractors; Environmental Representative

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Contractor	Witness for Contractor	Employer	Witness for Employer

PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK								
ACTIVITY	**ASPECT**	**IMPACT**	**MITIGATION MEASURE: (objective and target)**	**PERFORMANCE INDICATOR**	**RESPONSIBILITY**	**RESOURCES**	**SCHEDULE**	**VERIFICATION**
			5) Fire prevention facilities must be available at all storage facilities; **6)** An appointed representative of the contractor must supervise all deliveries, particularly those of hazardous nature.					
Establish main Site Office & Storage Site	Existing vegetative cover	Loss of vegetation	**Objective:** To avoid destruction of vegetation **Targets:** **1)** No plants may be removed other than required for the layout of the site; **2)** Protected plants may only be removed once a permit is in place; **3)** No open fires permitted on the construction site; **4)** All construction equipment and vehicles must be cleaned before entering the site to reduce the chances of spreading weeds and non-native species	No unnecessary loss of vegetation	Contractor	Costs will be covered within the contract for implementation of the project	Throughout construction stage	Continuous by Contractor's Site Engineer; Contractors; Environmental Representative

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Contractor	Witness for Contractor	Employer	Witness for Employer

ACTIVITY	ASPECT	IMPACT	MITIGATION MEASURE: (objective and target)	PERFORMANCE INDICATOR	RESPONSIBILITY	RESOURCES	SCHEDULE	VERIFICATION
PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK.	Storm water management	Management of storm water runoff	**Objective:** Management of storm water run-off. Contain soils and materials within defined areas and prevent contamination of storm water runoff. **Targets:** **1)** During construction, un-channelled flow must be controlled to avoid soil erosion. Where large areas of soil are left exposed, rows of straw or hay bales, or bundles of cut vegetation sourced with the ECO's knowledge and consent, should be dug into the soil in contours to slow surface wash and capture eroded soil. The method may also be used where surface run-off becomes concentrated; **2)** All water flow must be controlled using storm water management techniques before discharge into the existing natural drainage line;	Adequate management of storm water run-off on construction sites.	Contractor	Costs will be covered within the contract for implementation of the project	Throughout construction stage	Applicant; Contractors Environmental Representative

Contractor	Witness for Contractor	Employer	Witness for Employer

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ACTIVITY	ASPECT	IMPACT	MITIGATION MEASURE: (objective and target)	PERFORMANCE INDICATOR	RESPONSIBILITY	RESOURCES	SCHEDULE	VERIFICATION
			3) All storm water management features must be constructed in a manner that will ensure the continued functioning of the emergent vegetation. Construction must coincide with the dry season.					
PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK.	Surface water and/or existing storm water systems	Contamination of storm water runoff with suspended solids	**Objective:** Contain soils and materials within defined areas and prevent contamination of storm water runoff. **Targets:** **1)** Ensure that excavation areas have a predetermined stockpile area for construction materials and excavated material; **2)** Disposal of waste excavated material at a registered waste disposal sites; **3)** Contractors must use Ready-Mix concrete. Alternatively, concrete can be mixed on mixing trays only and not on exposed soil; **4)** Concrete must be mixed only in areas which have been specially demarcated for this purpose;	Correct stockpiling of excavated material on site; No pollution of water courses.	Contractor	Costs will be covered within the contract for implementation of the project	Throughout construction stage	Applicant; Contractors Environmental Representative

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Contractor	Witness for Contractor	Employer	Witness for Employer

PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK								
ACTIVITY	**ASPECT**	**IMPACT**	**MITIGATION MEASURE: (objective and target)**	**PERFORMANCE INDICATOR**	**RESPONSIBILITY**	**RESOURCES**	**SCHEDULE**	**VERIFICATION**
			5) Concrete mixing to be carried out away from sensitive areas and on impermeable surfaces; **6)** Construct and operate the necessary collection facilities and storm water management systems such as diversion beams, ditches, drains, oil separation sumps, gross water ways etc. to prevent contamination of any water; **7)** Material Safety Data Sheets (MSDSs) should be available on site for all chemicals and hazardous substances to be used on-site, including information on their ecological impacts and how to minimise the impacts in case of leakage; **8)** All hazardous substances to be stored in a bund area with a capacity of 110% of the volume stored within;					

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Contractor	Witness for Contractor	Employer	Witness for Employer

ACTIVITY	ASPECT	IMPACT	MITIGATION MEASURE: (objective and target)	PERFORMANCE INDICATOR	RESPONSIBILITY	RESOURCES	SCHEDULE	VERIFICATION
			9) All spillage must be cleaned up as soon as they occur; **10)** Spillage of petrochemical products must be avoided. In the case of spillage, contaminated soil must be removed for bioremediation or disposed of at a facility for the substance concerned. Disturbed land must be rehabilitated and seeded with vegetation seed naturally occurring on site; **11)** Provide suitable and sufficient ablution facilities; **12)** Ablution facilities should be supplied at a maximum ratio of 1:15 **13)** Combine drinking water facilities with hand washing facilities near site toilets; **14)** Vehicles and machinery must be regularly serviced; **15)** No uncontrolled discharges from the site or working area to depressions must be permitted. All discharge points will require approval from the CER; **16)** No natural water course may be used to clean equipment, or for bathing. Al cleaning operations should take place off site at a location where waste water can be disposed of correctly; **17)** Oil Spill kits must be available on site; **18)** Drip trays must be placed beneath all construction equipment that is stationary on site or within the site camp;					

Contractor	Witness for Contractor	Employer	Witness for Employer

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ACTIVITY	ASPECT	IMPACT	MITIGATION MEASURE: (objective and target)	PERFORMANCE INDICATOR	RESPONSIBILITY	RESOURCES	SCHEDULE	VERIFICATION
			19) The discharge of any pollutants such as cement, concrete, lime, chemicals, etc. into the natural environment and the storm water system must be strictly prohibited.					
PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK.	Soil Erosion	Erosion	**Objective:** Prevent soil erosion of areas **Targets:** **1)** Ensure correct drainage of construction areas; **2)** All the areas disturbed during construction work needs to be landscaped to a standard similar or better than before on completion of the works before replacement of topsoil; **3)** The layout of the area should be optimized to limit the erosion potential; **4)** The design of all works shall include measures to prevent erosion resulting from concentration; **5)** Rehabilitate denuded areas especially slopes with appropriate plant species and erosion protection measures i.e. Geotextiles, rocks: topsoil mixtures as per specifications; **6)** All soil surfaces compacted as a result of construction activities must be ripped, and imported materials must be removed;	Construction site erosion free	Contractor	Costs will be covered within the contract for implementation of the project	Throughout construction phase	Applicant; Contractors Environmental Representative

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Contractor	Witness for Contractor	Employer	Witness for Employer

ACTIVITY	ASPECT	IMPACT	MITIGATION MEASURE: (objective and target)	PERFORMANCE INDICATOR	RESPONSIBILITY	RESOURCES	SCHEDULE	VERIFICATION
			7) Any erosion channels developed during construction period or during vegetation establishment must be restored to a proper condition; **8)** At the start of construction, the access road must be upgraded and maintained on a regular basis.					
PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK..	Waste Management	Pollution of the environment with waste materials	**Objective:** To avoid pollution of the environment with waste materials **Targets:** **1)** The waste management hierarchy of reduce, re-use and recycle must be implemented where reasonable and possible. **2)** Where possible and reasonable the waste hierarchy of reduction, re-use and recycling of waste must be implemented. **3)** Provide adequate waste bins on-site equipped with a lid to ensure no pollution; **4)** Set up a system for regular waste removal to a licensed landfill site; **5)** Recyclable waste must be reclaimed for recycling purposes. No temporary dumping of waste should be allowed on site and precautionary measures should be taken to prevent refuse from spreading on site;	Appropriate management of wastes	Contractor	Costs will be covered within the contract for implementation of the project	Throughout construction stage	Applicant Contractors Environmental Representative

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ACTIVITY	ASPECT	IMPACT	MITIGATION MEASURE: (objective and target)	PERFORMANCE INDICATOR	RESPONSIBILITY	RESOURCES	SCHEDULE	VERIFICATION
			6) No solid waste may be burned / buried on site; **7)** Contain chemical spills, and arrange for clean-up / control by the supplier, or by professional pollution control personnel; **8)** Hazardous substances, e.g. diesel, oil, etc. required by the contractors shall be stored in dedicated areas developed to minimize spills and protect the environment; **9)** All storage areas, spillage containment areas, containers of hazardous substances and dangerous equipment shall be clearly and prominently marked as such; **10)** In the event of accidental spillage or petrochemical products, contaminated soil must be removed for bioremediation or disposed of at a recognized facility for the substance concerned; **11)** Remove / dispose excess building material and rubble as frequently as possible during construction; **12)** The construction material must be kept inside a fenced area with controlled access;					

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ACTIVITY	ASPECT	IMPACT	MITIGATION MEASURE: (objective and target)	PERFORMANCE INDICATOR	RESPONSIBILITY	RESOURCES	SCHEDULE	VERIFICATION
			13) On completion of works the contractor must remove all construction paints, surplus, foundations, and other fixtures from site; **14)** Hazardous waste must be separated from non-hazardous waste. **15)** Safety disposal certificates must be kept on site for the disposal of all hazardous waste.					
PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK..	Health and Safety	Dangerous working conditions for workers	**Objective:** Provide adequate measures to ensure workers are not placed at undue risk. **Targets:** **1)** Ensure that PPE is available to workers; **2)** Adhere to the Occupational Health and Safety Act; **3)** Keep the first aid kit stocked; **4)** Issue all workers with necessary health and safety items; **5)** Potentially hazardous areas must be demarcated with danger tape **6)** Appropriate signage must be placed to caution Employees and contractors not to enter certain structures without authorization **7)** Regular safety inspections must be conducted to ensure that participants are equipped with necessary safety equipment;	Safe working conditions for workers	Contractor	Costs will be covered within the contract for implementation of the project	Throughout construction stage	Applicant; Contractors Environmental Representative

Contractor	Witness for Contractor	Employer	Witness for Employer

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ACTIVITY	ASPECT	IMPACT	MITIGATION MEASURE: (objective and target)	PERFORMANCE INDICATOR	RESPONSIBILITY	RESOURCES	SCHEDULE	VERIFICATION
			3) All construction personnel to wear hard hats and reflector jackets at all times.					
PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK.	Air Quality	Dust nuisance from the excavated and stockpiled materials	**Objective:** To avoid dust nuisance from excavated materials or construction materials **Targets:** **1)** Implement dust suppression measures e.g. regular watering; **2)** Excavation, handling and transport of erodible materials must be avoided under windy conditions or during heavy rains **3)** A speed restriction of 30 km/h must be enforced and monitored on site for all construction vehicles	Appropriate management of dust No complaints from workforce	Contractor	Costs will be covered within the contract for implementation of the project	Throughout construction stage	Applicant; Contractors Environmental Representative

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Contractor	Witness for Contractor	Employer	Witness for Employer

PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK								
ACTIVITY	**ASPECT**	**IMPACT**	**MITIGATION MEASURE: (objective and target)**	**PERFORMANCE INDICATOR**	**RESPONSIBILITY**	**RESOURCES**	**SCHEDULE**	**VERIFICATION**
PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK..	Fire prevention and management	Uncontrolled fire outbreak	**Objective:** Provide adequate measures to prevent fire risks. **Targets:** **1)** Plan the creation of fire breaks before commencement of the activity; **2)** Ensure that all employees involved have received adequate training with regards to the handling of fires; **3)** Ensure that the facility is equipped with adequate firefighting equipment. This includes at least one fire extinguisher/broiler. Fire extinguishers should be regularly serviced; **4)** No open fires will be allowed on site; **5)** Any fuels, chemicals and gas must be stored in a secure, bund area; **6)** Smoking must only be allowed in designated areas.	No fires as a result of Works on site: the Contractor will be held liable for any damage to property adjoining the Site as a result of any fire caused by one of his Employees.	Contractor	Costs will be covered within the contract for implementation of the project	Throughout construction stage	Applicant; Contractors Environmental Representative

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Contractor	Witness for Contractor	Employer	Witness for Employer

PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK								
ACTIVITY	**ASPECT**	**IMPACT**	**MITIGATION MEASURE: (objective and target)**	**PERFORMANCE INDICATOR**	**RESPONSIBILITY**	**RESOURCES**	**SCHEDULE**	**VERIFICATION**
PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK.	Noise	Noise nuisance from construction equipment	**Objective:** To avoid noise nuisance from construction equipment **Targets:** **1)** Limit operation hours of noisy equipment to normal working hours; **2)** Unless otherwise specified by the CER, normal work hours will apply (i.e. from 07:00 to 17:00, Mondays to Fridays); **3)** If extended work hours are required, these shall be negotiated with the affected local community prior to being allowed; **4)** Ensure that Employees and staff conduct themselves in an acceptable manner while on site, both during work hours and after hours; **5)** Local noise bylaws and standards should be strictly enforced. **6)** All activities that generates noise during the construction phase must comply with the Western Cape Noise Control Regulations, 2013 (Provincial Notice 200/2013).	No noise nuisance as a result of the construction equipment.	Contractor	Costs will be covered within the contract for implementation of the project	Throughout construction stage	Applicant; Contractors Environmental Representative

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Contractor	**Witness for Contractor**	**Employer**	**Witness for Employer**

ACTIVITY	ASPECT	IMPACT	MITIGATION MEASURE: (objective and target)	PERFORMANCE INDICATOR	RESPONSIBILITY	RESOURCES	SCHEDULE	VERIFICATION
PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK.	Traffic	Potential traffic implications due to on site construction and civil works	**Objective:** To avoid traffic impacts **Targets:** **1)** Implement road safety signage prior to construction and post flagmen bearers where appropriate. **2)** Abnormal loads should be timed to avoid times of year when traffic volumes are likely to be higher, as would be expected over national holidays, weekends and school holiday periods **3)** All vehicles should be road-worthy, be maintained to prevent fuel or oil leaks and drivers are to be licensed appropriately for the driving of their assigned vehicle. Drivers responsible for the transportation of personnel must be specifically licensed to do so; **4)** Construction vehicles may not leave the designated roads and tracks, whilst U-turns are prohibited on all roads; **5)** Signage is to be placed on vehicles at all times **6)** Transport of materials should be limited to the least amount of trips possible; **7)** Construction-related vehicles and machinery may not operate on the route without reflective safety signage, car-top lights and reflective personnel gear	Minimum traffic impact	Contractor	Costs will be covered within the contract for implementation of the project	Throughout construction stage	Applicant; Contractors Environmental Representative

Contractor	Witness for Contractor	Employer	Witness for Employer

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ACTIVITY	ASPECT	IMPACT	MITIGATION MEASURE: (objective and target)	PERFORMANCE INDICATOR	RESPONSIBILITY	RESOURCES	SCHEDULE	VERIFICATION
PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WEST COAST NATIONAL PARK.	Wetlands	Loss of wetlands	**Objectives:** Prevent the damage and destruction of the wet depression (small pan like structure). **Targets:** **1)** The wet depression should be cordoned off during construction; **2)** No construction activities to be carried out in the wet depression; **3)** Guidelines for trenching in wetlands: • To reduce the impact on wetland soils and hydrology during trenching, the following needs to be considered; • Wetland boundaries should be clearly marked in worked areas to assist the project personnel, contractors and environmental officer to avoid unplanned disturbances to the wetlands. This material that was excavated from the wetland; • The back fill must be restored to its pre-construction elevation upon completion of the work; • This is to prevent the establishment of preferential flow pathways;	Zero loss of Wetland resources.	Contractor	Costs will be covered within the contract for implementation of the project	Throughout construction stage	Applicant; Contractors Environmental Representative

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ACTIVITY	ASPECT	IMPACT	MITIGATION MEASURE: (objective and target)	PERFORMANCE INDICATOR	RESPONSIBILITY	RESOURCES	SCHEDULE	VERIFICATION
			• Ensure that trenching does not create a subsurface drain i.e. and underground preferential flow path due to i.e. backfilling with soil of lower permeability. This in particular where trenching is to occur in the same direction of the natural flow; • Precautions can include inserting clay plugs at approximately 1m – 2m intervals; and, • The use of concrete within wetlands is not considered to pose any specific environmental risks, other than potentially influencing subsurface drainage patterns through its physical presence. This will, however, depend on the extent					

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Contractor	Witness for Contractor	Employer	Witness for Employer

7 Emergency Response Plan

The following table is provided to assist the ECO and construction contractor with remedial work options and problem solving:

Observation or Event	Action by Inspector or Observer	Action by Construction Contractor
Spillage of diesel or hydrocarbons on soil	Report to construction contractor and continue observations. Also check: ➢ That the source causing the spillage has ceased, and that the affected area is isolated to prevent spreading of the hazardous substance, where after it should be rehabilitated.	Action will be required as soon as possible (asap) by following the next steps: ➢ Dig down into the soil to see how far down the pollution penetrated, ➢ If less than 300mm penetrated: a. Turn the soil over to expose it to the air. b. Apply Mono Ammonium Phosphate (MAP) at a rate of 58gr/m² to the overturned soil. c. Water enough to keep the soil moist. ➢ If penetration is greater than 300mm: a. Remove the affected soil and spread in a layer not more than 300mm thick. b. Apply MAP at a rate of 50gr/m². c. Water enough to keep the soil moist. ➢ Repeat the above steps every 6 weeks or until the soil is clean.
Erosion	Report to construction contractor and continue observations. Also check: ➢ That all vehicular movement is restricted to existing access routes to prevent crisscrossing of tracks through undisturbed areas.	Action will be required asap: ➢ Implement erosion protection works at identified problem areas. ➢ Implement remedial works at affected areas in order to restore the area to its previous or better status.

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Contractor	Witness for Contractor	Employer	Witness for Employer

8 Incident Register

INCIDENT REGISTER: PROPOSED UPGRADE OF FACILITIES AT KRAALBAAI, WESTERN CAPE PROVINCE					
NAME OF PERSON REPORTING THE INCIDENT	INCIDENT	DATE OF INCIDENT IDENTIFIED	HOW WAS INCIDENT ADDRESSED?	DATE OF RECTIFICATION	SIGNATURE

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Contractor	Witness for Contractor	Employer	Witness for Employer

9 Rehabilitation Measures and Closure Plan

The rehabilitation phase follows completion of construction works and entails site clean-up and site rehabilitation following the removal of the Contractor from site. The underlying aim of rehabilitation is the process of returning land within the site boundary to some degree of its former natural state.

Key aspects within this process include the:

- Removal of structures and infrastructure;
- Handling of inert waste and rubble;
- Handling of hazardous waste and pollution control;
- Final shaping of the terrain;
- Topsoil replacement and soil amelioration;
- Ripping and scarifying of surfaces;
- Planting of indigenous occurring vegetation (if deemed necessary); and
- Maintenance.

Rehabilitation Measures

Removal of structures and infrastructure
• On completion of a section of works, the area must be rehabilitated by suitable landscaping, levelling, topsoil dressing, land preparation, alien plant eradication and where ascribed for by the ECO, vegetation establishment; • Clear and completely remove from site all construction structures and temporary infrastructure; • All permanent infrastructure must be returned to a useable state.
Inert waste and rubble
• Remove all inert waste and rubble, such as excess rock, any structural foundations and remaining aggregates. Only once this material has been removed, the site shall be re-instated and rehabilitated. • Domestic waste must be completely removed from the site and disposed of at a landfill site.
Topsoil replacement and soil amelioration
• The reinstatement of disturbed areas must follow immediately after the removal of structures and temporary infrastructure; • Topsoil backfilling must be undertaken when the soil is dry, and not following any recent rainfall events; • The replacement of topsoil should be sought in situ with construction where possible, or as soon as construction in an area has be completed;

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Contractor	Witness for Contractor	Employer	Witness for Employer

• All stockpiled topsoil together with herbaceous vegetation should be replaced and redistributed over a disturbed area such as temporary access roads; • Topsoil must be returned to the same site from where it was stripped; • When insufficient topsoil remains, soil of a similar quality can be obtained from a nearby area within the construction area which was disturbed; • Once topsoil has been returned to the ground, stripped vegetation should be randomly spread by hand over the area.
Maintenance
• All re-growth of invasive vegetative material will be monitored by the Developer for one year; • All areas under rehabilitation are to be treated as no-go areas using danger tape and steel droppers/fencing and cordoned off, to prevent vehicular, pedestrian and livestock access. • Any re-vegetation must be done using plant species in occurrence on site; • Control invasive plant species and weeds using approved methods of manual or chemical intervention; • The reestablishment of vegetation should be allowed several rainy seasons, given the arid nature of the climate and region.

END

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Annexure C

Code of Conduct for Working in a National Park

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South African
NATIONAL PARKS

SOUTH AFRICAN NATIONAL PARKS

PROJECT: CONSTRUCTION AND COMPLETION OF KRAALBAAI MANAGEMENT OFFICES AND PUBLIC ABLUTION FACILITIES IN WEST COAST NATIONAL PARK

CONTRACT NO: CI-WK-0006/A

CODE OF CONDUCT FOR WORKING IN A NATIONAL PARK

OUTSIDE ORGANISATIONS WORKING TEMPORARILY IN A NATIONAL PARK

CODE OF CONDUCT FOR PERSONNEL FROM OTHER ORGANISATIONS TEMPORARILY WORKING IN NATIONAL PARKS

1. INTRODUCTION

You will presently begin an important task in a national park, which is an area controlled by South African National Parks (SANParks). For obvious reasons your task must be completed in the shortest possible time and to accomplish this, there has to be co-operation at all levels between yourselves and personnel from SANParks.

In the past, you and your sub-ordinates worked in uncontrolled areas, but you are presently in a controlled area and furthermore in a national park.

As the name implies, the main objective with a national park is the protection, conservation and utilization of our heritage, in such a way to allow future generations to enjoy, appreciate and admire nature in its unspoiled state. This great endeavour can only be achieved if every individual who works in a national park admits to and accepts nature conservation as part of their heritage (daily life). Certain procedures were followed in the past to accomplish your tasks, but now you must accept that adaptations will have to be made to complete your task in a national park without disturbing the natural environment.

You will also be subjected to certain necessary restrictions during your stay and operations in a national park. Certain expectations will be made in accordance with your work commitments. Restrictions will be kept to a minimum, those that are enforced must please be respected and seen in a positive light to promote co-operation and to prevent any unpleasantness.

Depending on where you are resident while working in a national park, you are requested to discuss any problems you may encounter, with the Park Manager, (*Section Ranger or the person in charge of Visitor Services*). You can be assured that these officials will do everything in their power to ensure that you have a pleasant and productive stay in the national park.

Please study and commit yourself to the attached Code of Conduct.

Any uncertainties must be cleared up with a SANParks' official.

We wish you a pleasant and productive stay in our national parks.

2. PRINCIPLES WITH RESPECT TO BEHAVIOUR AND DISCIPLINE

All persons residing in or working in a national park, are subject to the National Environmental Management Protected Areas Act 57 of 2003.

The following principles should be complied with at all times in a national park:

2.1 No prospecting or mining is allowed on any land forming part of a national park or protected area.

2.2 No person, except an employee authorised by SANParks may:

2.2.1 Enter or reside in a national park without permission;

2.2.2 Be in possession of an unsealed weapon, explosives, traps or poison in the park or convey the same into a park;

2.1.3 Hunt or kill an animal, collect, damage or destroy a bird's nest or it's eggs;

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2.1.4 Purposely or negligently cause a veld fire or damage any object of geological, archaeological, historical, ethnological or of any other scientific value to SANParks;

2.1.5 Bring any animal or pet into a national park or allow domestic animals to stray into a national park, if found it will be confiscated and destroyed by an official;

2.1.6 Remove any animal (dead or alive) or parts thereof from the park (unless lawfully brought into the park);

2.1.7 Cut down trees or remove plants from a park or in any way damage any tree, plant or seeds;

2.1.8 Feed animals in national parks;

2.1.9 Drive a vehicle without a licence or allow a minor to drive a vehicle under his control;

2.1.10 Spend the night anywhere in a national park, (other than in a designated area) except in a rest camp or private home, without the permission of SANParks;

2.1.11 Enter a national park in an:

- Unlicensed (or unregistered) vehicles;
- Enter or use any closed road (no entry);

2.1.12 Vehicles may not be driven recklessly or negligently in a national park.

2.1.13 All drivers must consider other drivers and all animals.

2.1.14 No person under the influence of alcohol or drugs may drive a vehicle in a national park or be in the driver's seat of a vehicle with the engine running.

2.1.15 Without special permission, no person may organize or perform public entertainment or fund-raising campaigns.

2.1.16 Angling in rivers or dams is prohibited.

2.1.17 Angling, where permitted, is only allowed from sunrise to sunset.

2.1.18 Swimming is prohibited at designated angling areas.

2.1.19 No person may damage property or endanger property belonging to SANParks.

2.1.20 No person may use a radio or musical instruments in such a way as to cause a disturbance to others.

2.1.21 No person may dispose of any article or rubble other than in containers provided by SANParks.

2.1.22 No person may remove sand, stone or wood without the permission of SANParks.

2.1.23 Unless issued with an official late permit, no one may travel from a rest camp or entry gate after gate closing times. Permits are issued by the Park Manager or designated person after acceptance of a legitimate motivation.

2.1.24 The proclaimed speed limit in a national park must be strictly adhered to, except if and when concessionary speed limits have been approved.

3. RESPONSIBILITIES TOWARDS NATURE CONSERVATION

3.1 Antiquities or objects of historical value which you may discover during your operation in a national park, are and remain the property of SANParks. These items must be handed the Park Manager or designated person as soon as possible. Any person found possession of such articles, either to keep or sell, will be liable to prosecution.

3.2 No firewood may be collected or removed without the permission of a Nature Conservation official. Under no circumstances will permission be granted to remove firewood from the park unless proof of sale from one of the shops can be produced.

3.3 Stone, sand and/or soil may not be removed from any area, unless permission has been granted by the Park Manager or designated person. These products may only be removed from sites specified by the Park Manager.

3.4 On request, the Park Manager or local Section Ranger will point out to the foreman, the sites allowed for removal of stone, sand and/or water for building or other purposes. No water may be taken from existing boreholes unless the Park Manager or designated person gives permission.

3.5 The removal, cutting down or damage to any living plant in a national park is illegal and may only be done with permission. Where the construction of roads, buildings etc. necessitates the destroying of indigenous trees, shrubs or plants, it must be kept to an absolute minimum.

3.6 Gravel pits must, where at all possible, not be visible from any road. After construction, these gravel pits must be rehabilitated as per contract document and/or Environmental Management Programme.

3.7 No animals may be killed in the park.

3.8 Other than SANParks employees, personnel resident in a park, but not employed by SANParks, may only kill an animal in an emergency, to protect a life or property or when specifically authorised to do so by SANParks. A report of all animals killed and the circumstance surrounding if, must be sent to the Park Manager or designated person as soon as possible.

NB Snakes may only be killed in residences, rest camps and living quarters if it cannot be captured and removed by a knowledgeable person. Under no circumstances may poisonous or non-poisonous snakes be killed in the bush or elsewhere. Residents in a park are encouraged to study the poisonous and non-poisonous snake species for their own protection.

4. FIREARMS

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Only authorised persons are allowed to possess firearms in a park. Firearms will only be allowed in exceptional circumstances, where an employee may need it in the execution of his duties and will be subject to certain strict conditions.

5. LITTER

All residents and work teams are expected to have proper respect towards the scenic beauty of a national park and not litter tins, paper etc. as well as construction debris, where new roads, bridges, dams or buildings are being constructed. It is the duty of the contractor and/or his supervisors to ensure that after completion of the projects, all litter is carted away. Under no circumstances may this litter be dumped in the bush or anywhere else. It is your responsibility to find out from the Park Manager or designated person if and where litter may be dumped. Littering is a serious offence and perpetrators can be prosecuted.

NB: After completion of any project, a contractor is required to obtain a report from the Park Manager declaring his satisfaction with the condition of the terrain and immediate surroundings.

6. PETS

No dogs or other pets are allowed in a national park without written permission of the Executive Director: Parks.

7. PERSONNEL RELATIONS

7.1 Park Managers or any designated person are officials of the SANParks and are responsible for the enforcement of the Protected Areas Act 57, 2003 in their respective parks. To uphold the organization's authority, they have to be aware of all activities and especially extraordinary activities in their park. It is therefore not only a matter of courtesy but of necessity to report all activities to the Park Manager. It is very important that all new building activities, the construction of new roads, etc., be reported by the supervisor to the Park Manager. It is just as important to report the use of firebreak roads as well as unscheduled night trips to the Park Manager.

7.2 No person residing or working in a rest camp may leave the rest camp gate after gate closing times, without the Park Manager's or designated person's permission.

8. TRAVELLING TIMES AND TRANSPORT MATTERS

8.1 All private and official trips within a national park, must be undertaken during daylight hours and permission to travel after-hours will only be given in emergencies, by the Park Manager or designated person.

8.2 No person (employee or visitor) may transport passengers on the back of an open vehicle within a national park, unless in the execution of official duties.

9. ROAD RULES AND SPEED LIMITS

9.1 Road Rules

All personnel, whether in an official or private capacity, must ensure that their driving sets an example to other drivers. Although all people working in a park with the necessary approval, may drive at a faster speed than the tourists, they must do this as unobtrusively as possible by approaching another vehicle at a decreased speed, passing it and then accelerating slowly to the required speed. As soon as an oncoming vehicle is in sight, speed must once again be decreased until the vehicle is out of sight.

9.2 Speed limit for personnel

All employees of SANParks, as well as employees from outside organizations with written consent working in a national park, may travel at a maximum speed of 65km/h during the day and 50km/h at night regardless of the speed limit. These speed limits are applicable to all official trips and may only be exceeded in emergencies. Personnel and/or their spouses may also drive at 65km/h during the day, whilst in their private vehicles en route to the entrance gate closest to their residence. During private trips in the rest of the park, the designated speed limit has to be adhered to as well as in all the rest camps and personnel villages.

Please take note that all transgressors of this privilege will be prosecuted in the same way as tourists who disregard the speed limit.

10. CONTROL AT ENTRANCE AND RESTCAMP GATES

When entering or leaving an entrance gate of a national park, you must identify yourself to the tourist officer in charge. No one may leave a rest camp after hours unless the Park Manager or designated person has granted permission and anyone arriving after hours at a rest camp must report to the Park Manager or designated person.

11. ENTRANCE TO NO-ENTRY ROADS

Fire-break and patrol roads

Please take note that no one may drive along a fire-break or patrol road with a no-entry sign in their private capacity or along any road which has been closed in any way. Only the Park Manager or designated person may give permission to do so. When a fire-break or patrol road has to be used officially the Park Manager or designated person must preferable be given prior notice of the date and the route. If it is not possible to notify him, it must be done immediately on completion of the trip.

12. GUEST PRIVILEGES

Arrangements regarding guests must be made by the site supervisor with the Park Manager or designated person.
Only immediate family members (parents and children) will be allowed free access to a national park with the permission of the Park Manager or designated person.

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13. GENERAL DISCIPLINE

It is the responsibility of every supervisor in a park to ensure that the following rules and regulations are brought to the attention of every employee under their supervision and to see that it is adhered to.

13.1 Every employee residing in living quarters in a rest camp or on a designated site must:

13.1.1 Obey all reasonable and lawful rules given by the Park Manager or designated person;
13.1.2 Reside only in specific quarters/designated site reserved for them;
13.1.3 Maintain cleanliness and sanitation in his place of residence.

13.2 No person residing, working or officially present in a park, is allowed to:

13.2.1 Accommodate any unauthorised person, assist him or give him permission to enter or live in any designated living areas;
13.2.2 Behave in such a way as to be detrimental to maintaining discipline, order for health in such living areas;

13.3 Without written permission from the Park Manager or designated person;

13.3.1 Keep live animals or poultry;
13.3.2 Excavate or have excavations made
13.3.3 Build or make any alterations to existing building;

13.4 In any way, either directly or indirectly, hinder any employee, Security Officer, Ranger or anyone authorised by the Park Manager, in the execution of their duties; inspections or any investigations deemed necessary or purposely hinder, obstruct, mislead or refuse to divulge information when requested to, or refuse to assist in any way or heed legitimate request or command.

13.5 Purposely disturb the peace by making a noise, shouting, screaming, arguing, causing violence or acting violently or improperly.

13.6 Enter or leave a Park or living quarters other than through the official gates.

13.7 Gamble in any way.

13.8 Defecate in a place or manner as to offend any other person.

13.9 Dispose of rubble or leftovers in any place other than in bins provided.

13.10 Aimlessly loiter or hang around near or in a rest camp or personnel accommodation at any time.

13.11 Introduce, brew or be in possession of alcohol.

13.12 Be in possession of habit forming drugs.

13.13 Be in possession of any fresh meat, especially raw venison or other animal products and, if required legally, it may not be transported out of the park without the necessary veterinary permits.

13.14 Hitch-hike in a national park.

13.15 Possess a firearm or any dangerous weapon without the necessary permission or permit.

13.16 Where work teams reside and work in the field, wander away from the work site or living quarters.

13.17 Temporary work teams (supervisors excluded) are not allowed to receive visitors in a national park.

13.18 It is the contractor's responsibility to ascertain the rules and regulations laid down by SANParks.

14. MALARIA AND MALARIA CONTROL

Some of the national parks, e.g. Kruger National Park and Mapungubwe National Park are in an endemic malaria area and the residents are constantly exposed to the disease and must be aware of the fact.

Malaria is a potentially dangerous disease and if not treated timeously and correctly, can be fatal. It is therefore extremely important that all residents, their children and their employees take adequate preventative measure to protect themselves from disease. Malaria is a disease caused by small parasites, which destroy red blood corpuscles of an affected person. Parasites are transmitted from person to person by the *Anopheles* mosquitoes. Various types of malaria occur of which *plasmodium falciparum* is the most common and also the most dangerous.

The possibility of contracting the disease can be reduced by avoiding mosquito bites and taking prophylactics which prevent the development of parasites in the body. Please contact the local physician for precautionary measures or if you think you have malaria.

END

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