



South African
NATIONAL PARKS

SOUTH AFRICAN NATIONAL PARKS

**ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE
IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN”
REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS.**

CONTRACT NO: KNP-014-23

TENDER DOCUMENT

MARCH 2024

**ISSUED BY: Mr. FHATUWANI MATSHILI
MANAGER SCM: TENDERS
KRUGER NATIONAL PARK
SOUTH AFRICAN NATIONAL PARKS
PRIVATE BAG X402
SKUKUZA**

NAME OF TENDERER:

ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS.

CONTRACT No. KNP-014-23

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C4	Not applicable to this tender	Green
C5	Not application to this tender	A3

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 distinct, 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.

Contractor

Witness for Contractor

Employer

Witness for Employer



1: The Tender

Contractor

Witness for Contractor

Employer

Witness for Employer

Part T1: Tendering procedures

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**SBD1
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICA NATIONAL PARKS

BID NUMBER:	KNP-014-23	CLOSING DATE:	30 April 2024	CLOSING TIME:	11h00am
DESCRIPTION	ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

Procurement office,
Supply Chain Management Department,
Administration Block,
Kruger National Park,
Skukuza

T1.1: Tender Notice and Invitation to Tender

The South African National Parks **intend to set up a panel of contractors to be appointed on an "as and when" required basis for sub projects in road construction, maintenance and rehabilitation works in The Kruger National Park for a period of five years.**

ELIGIBILITY - MANDATORY

1) CIDB Grading

The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions are eligible to submit tenders:

- ✓ contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **4CE or higher** class of construction work; and Joint ventures are eligible to submit tenders provided that:
 1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation in the **4CE or higher** class of construction work; and
 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation of **4CE or higher** class of construction work.
- ✓ Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)
 - Valid letter of good standing must be provided for reference purposes as proof of good standing.
 - Sub-Contractors/JV partner must also comply with the above requirements defined in the COIDA. Valid letter of good standing must be provided.
- ✓ Contractor to provide proof of letter of intent to provide a performance guarantee bonds, proof of insurance from your financial institution or sponsor with a value of R 1 000 000.00

Failure to comply with Eligibility/Mandatory requirements will lead to the bidder being disqualified, and not considered for further evaluation on Functional requirements and Price and Specific Goals.

2) Functionality Criteria:

Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience in **road construction and maintenance work projects**. Tenderers are required to score a minimum of **70** points out of a possible **100** points in order to proceed to the next stage.

- a) Road construction related works (maximum 50 points)
- b) Plant and equipment (maximum 20 points)
- c) Technical Expertise and Competency (maximum 20 points)
- d) Completed Projects and Referee Reports (maximum 10 points)

Contractor

Witness for Contractor

Employer

Witness for Employer

Tenderers who fail to meet the minimum threshold **70 points out of 100 points** will be declared non-responsive and subsequently rejected. The onus rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation and award of points.

PRICE AND SPECIFIC GOALS

Preferential Procurement Regulations, 2022

The following Specific Goals forms part of this tender:

PRICE AND SPECIFIC GOALS		
The price and specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)
Price Points	80	90
Specific Goals	20	10
1. Enterprises with B-BBEE Procurement Recognition	10 Points	5 Points
Enterprises with B-BBEE Procurement Recognition Level 1	10	2.
Enterprises with B-BBEE Procurement Recognition Level 2	5	1.5
Enterprises with B-BBEE Procurement Recognition Level 3	3	1
Enterprises with B-BBEE Procurement Recognition Level 4	1	0.5
2. Local suppliers adjacent to Kruger National Park	10 Points	5 Points
1km to 200km distance from the nearest gate/s	10	2.5
201km to 299km distance from the nearest gate/s	6	1.5
300km and above distance from the nearest gate/s	1	1
Total points	20	10

Bidders with B-BBEE Level 5-9 and who are not EME' can still tender but will not claim points for specific goals.

Preferences are offered to tenderers for Broad-Black Based Empowerment (B-BBEE) Status Level of Contribution in terms of the Preferential Procurement Regulations, 2022 and localised contractors. **It is a contractual condition of this tender that 30% of the work must be subject to community participation goals (CPG) and local based tenderers (locality).**

The top ranked tenderers based on their scores received will be appointed to the panel of contractors. The Contractors are to note that despite the contract period being five (5) years, work (sub projects) will be allocated on an "as and when" required basis. No guarantee is given or implied that work will be of a continuous and uninterrupted basis.

No compulsory clarification meeting will be held.

All Queries

Queries relating to the issue of these documents may be addressed to:

SCM Manager: Mr Fhatuwani Matshili

Tel No: (013) 735 4311

e-mail Fhatuwani.Mathili@sanparks.org

Contractor

Witness for Contractor

Employer

Witness for Employer



BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Fhatuwani Matshili	CONTACT PERSON	Bharat Gulab
TELEPHONE NUMBER	013 735 4311	TELEPHONE NUMBER	031 735 4278
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Fhatuwani.Matshili@sanparks.org	E-MAIL ADDRESS	Bharat.Gulab@sanparks.org
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> 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.			

Contractor

Witness for Contractor

Employer

Witness for Employer

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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:

Contractor

Witness for Contractor

Employer

Witness for Employer

ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS

CONTRACT No. KNP-014-23

T1.2: Tender Data

<p>Clause number</p>	<p>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) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to the Tender Data.</p> <p>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.</p> <p>Each item of the Tender Data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>
<p>C.1.1</p>	<p>The employer is the South African National Parks.</p>
<p>C.1.2</p>	<p>The following documents form part of this tender:</p> <p>The General Conditions of Contract for Construction Works, Third Edition, 2015, prepared by the South African Institution of Civil Engineering (SAICE). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.</p> <p>The COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.</p> <p>The tender documents issued by the SANParks comprise:</p> <p>The Contract Document in which is bound:</p> <p>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</p> <p>THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Schedule or Rates Part C3: Scope of work C3 - Scope of work and Drawings</p>


Contractor


Witness for Contractor


Employer


Witness for Employer

<p>C.1.3</p>	<p>The employer's agent is : Programme Manager: Technical Services</p> <p>Name: Bharat Gulab Address: Private bag X403, Skukuza 1350; (Technical Services) Tel: 013 735 4278 Fax: 013 735 4044 E-mail: Bharat.Gulab@sanparks.org</p>
<p>C.2.1</p>	<p>1) Eligibility Criteria</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) It is estimated that tenderers must have a CIDB contractor grading designation of 4CE or higher.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 4CE or higher class of construction work; and 3. 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 4CE or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations <p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; 2) 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; 3) the tenderer has not: <ol style="list-style-type: none"> a) abused the employer's supply chain management system, or; b) failed to perform on any previous contract and has been given a written notice to this effect; 4) Has submitted the documentation listed in C.2.23; 5) has completed the Compulsory Enterprise Questionnaire, SBD1,4, and 6.1 and that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; 6) is registered on CSD; 7) is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to continue to function in the event of a death or withdrawal of one of the partners; 8) is registered and in good standing with the Compensation Fund or with a licensed compensation insurer; <p>During further evaluation the Employer shall evaluate the remaining responsive tenders using the tender evaluation method and associated evaluation criteria and weightings that are specified in the tender data under C.3.11.1</p>

Contractor

Witness for Contractor

Employer

Witness for Employer

C.2.2	<p>No clarification meeting will be held.</p> <p>In lieu of a clarification meeting:</p> <ul style="list-style-type: none"> The intention of this tender is to appoint a panel of contractors to conduct road construction, rehabilitation, and maintenance related sub projects on an “as and when” basis for a period of five year. It must be made clear to the tenderers that when appointed to the panel that it does not necessarily mean that work will be available for the extent of the five-year period. Contractors will be appointed to sub projects on an “as and when” basis. <p>Further to the point above, it should be made clear that the appointed contractors will be judged on the performance of the sub projects. Meaning that firstly the contract will be applied when dealing with performance and secondly that further appointments to sub projects will be jeopardized if found to be underperforming.</p>						
C.2.3	<p>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.</p> <p>Enquiries should reference specific page and or paragraph numbers, where appropriate.</p> <ul style="list-style-type: none"> All questions/enquiries must be forwarded in writing not later than 19 April 2023. <p>Questions/enquiries received after 14:00 on 19 April 2024 will not be considered.</p> <p>Name: Fhatuwani Matshili Capacity: Manager Supply Chain Manager: Tenders. Tel: 013 735 4311 E-mail: Fhatuwani.Matshili@sanparks.org</p>						
C.2.4	No alternative proposals will be accepted.						
C.2.13.2	Electronic tender offers will not be accepted.						
C.2.13.3	Tenderer to submit one printed original tender offer plus a PDF electronic copy on a USB Flash Drive.						
C.2.13.7	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <table border="1" data-bbox="325 1196 1370 1442"> <tr> <td data-bbox="325 1196 632 1270">Location of tender box:</td> <td data-bbox="632 1196 1370 1270">Procurement office, Supply chain Management department, Skukuza administration block Kruger National Park 1350</td> </tr> <tr> <td data-bbox="325 1270 632 1344">Physical address:</td> <td data-bbox="632 1270 1370 1344">Procurement office, Supply chain Management department, Skukuza administration block Kruger National Park 1350</td> </tr> <tr> <td data-bbox="325 1344 632 1442">Identification details:</td> <td data-bbox="632 1344 1370 1442">Contract no: KNP-014-23 : Road construction, Rehabilitation And Maintenance in the Kruger National park on an “as and when” required basis for a period of five years</td> </tr> </table>	Location of tender box:	Procurement office, Supply chain Management department, Skukuza administration block Kruger National Park 1350	Physical address:	Procurement office, Supply chain Management department, Skukuza administration block Kruger National Park 1350	Identification details:	Contract no: KNP-014-23 : Road construction, Rehabilitation And Maintenance in the Kruger National park on an “as and when” required basis for a period of five years
Location of tender box:	Procurement office, Supply chain Management department, Skukuza administration block Kruger National Park 1350						
Physical address:	Procurement office, Supply chain Management department, Skukuza administration block Kruger National Park 1350						
Identification details:	Contract no: KNP-014-23 : Road construction, Rehabilitation And Maintenance in the Kruger National park on an “as and when” required basis for a period of five years						
C.2.15.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.						
C.2.15.1	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.						
C.2.16	The tender offer validity period is 120 days.						
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the employer.						
C.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> A valid Tax Clearance Certificate issued by the South African Revenue Services or PIN to obtain this information; Proof of Contractor Registration issued by the Construction Industry Development Board Compulsory An original and valid B-BBEE Status Level verification Certificate or certified copy there of Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy Letter of good standing from the Compensation Commissioner – Compulsory 						


Contractor


Witness for Contractor


Employer


Witness for Employer

	<p>6) National Treasury Central Supplier Database (CSD) Registration Report - Compulsory</p> <p>7) All other certificates as listed in the List of Returnable Documents.</p> <p>8) Letter of Good Standing from Compensation Commissioner.</p> <p>9) A copy of Joint Venture Agreement if applicable.</p> <p>10) Form C1.1 – Form of Offer and Acceptance</p> <p>11) Form T2.1 – Certificate of Authority for Signature. For JV's a JV Agreement shall be provided (if applicable)</p> <p>12) Functionality requirements.</p>
C.3.4.1	Tenders will not be opened in public
C.3.11.1	<p>Evaluation of tenders offers.</p> <p>The bid shall be evaluated in three (3) stages, the details of the evaluation phases are outlined below:</p> <p>Option 1 of the proposal procedure:</p> <p>The employer shall undertake pre-screening to:</p> <ul style="list-style-type: none"> • Determine and test each tender offer for responsiveness in accordance with the conditions of tender and tender data. All tenders submitted will first be pre-screened for compliance with the document submission requirements as detailed in Part T2.1 • Check responsive tenders for arithmetical errors, omissions and discrepancies in accordance with the conditions of tender and tender data. • Obtain clarification from a tenderer in accordance with the conditions of tender and tender data. • Evaluate responsive tenders in accordance with the conditions of tender and tender data. <p>Responsive tenders shall be subject to and evaluated in terms of a two-stage system tendering procedure namely:</p> <p>FIRST STAGE - PREQUALIFICATION</p> <ul style="list-style-type: none"> • Proof of Contractor Registration issued by the Construction Industry Development Board (Grade 4CE or higher) • Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA) <ul style="list-style-type: none"> ○ Valid letter of good standing must be provided for reference purposes as proof of good standing. ○ Sub-Contractors/JV partner must also comply with the above requirements defined in the COIDA. Valid letter of good standing must be provided. • Contractor to provide proof of letter of intent to provide a performance guarantee bonds, proof of insurance from your financial institution or sponsor with a value of R 1 000 000.00 <p>SECOND STAGE – FUNCTIONALITY (QUALITY)</p> <p>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 will be scored according to the criteria set below and ranked. The onus rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation and award of points. Functionality points shall be awarded in accordance with the following provisions:</p> <p>a) Roads related works contracts (maximum 50 points) (N_{fu1})</p> <p>Points will be awarded for past experience in Roads related work contracts.</p> <p>Similar or equivalent projects (maximum of 5 projects) which are road construction, Rehabilitation And Maintenance of surfaced or unsurfaced roads with the installation or repair of stormwater infrastructure and road ancillary works are to be listed</p>

Contractor

Witness for Contractor

Employer

Witness for Employer

The tenderer shall indicate and declare their past track record by attaching supporting documents to substantiate his/her experience (**certified copies of an appointment letter, a completion certificate and a referee report per project listed**)

List only completed projects. Current projects will not be accepted.

A maximum of **10 points** will be award per applicable project only if:

- 50 points – 5 projects with a combined value of R6 000 000.00 completed project(s)
- 30 points – 4 Projects with a combined value of project(s) between R4 000 000.00 and R6 000 000.00
- 15 points – 3 Project with a combined or individual contract between R3 000 000.00 and R4 000 000.00
- 0 points – less than 3 projects) Anything less than combined or individual contract value of R3 000 000.00
 - Attached an appointment letter on a client letter head with construction value and duration of the project.
 - Attached a completion certificate.

Particulars and details of each project shall be declared and listed in **Schedule A** and **Schedule A1 to A5** of the “Returnable Schedules.” The tenderer to ensure the completed referee report are attached. The employer will contact the relevant reference/professional listed for due diligence. Percentage score obtained on the referee report will be applied against the project to score a maximum of 5 points per listed project.

b) Plant and equipment (maximum 20 points) (N_{FU2})

Points will be awarded for Plant and Equipment owned or hired 100% of points earned by tenderer within the categories listed below and which must be available for the execution and completion of the work.

Where the tenderer owns:

- Minimum 1 Water Cart (6000 litre or larger) – 3 point.
- Minimum 1 Motor Grader (140 Class or larger) – 4 points.
- Minimum 2 Tipper Trucks (6 m3 struck capacity or larger) – 2 point.
- Minimum 1 Tractor Loader Backhoe (TLB) = 4 point.
- Minimum 1 Excavator 20 ton = 3 points.
- Minimum 1 Vibrator Roller (7 - 10 ton) = 2 point.
- Minimum 1 LDV – 2 point.

The tenderer must complete **Schedule B** and supply **proof of ownership or an original letter of intent from a reputable plant hire company** committing the availability of the plant and equipment for the duration of the contract.

c) Technical Expertise and Competency (Maximum 20 points) (N_{FU3})

Points will be awarded for technical expertise to the key personnel and individual construction staff members within the categories listed below and who must be available for the execution and completion of the works. All staff noted must have experience in the size of projects noted in a) above.

Contracts Manager:

- Who has SACPCMP as PrCM or ECSA as PrEng or PrTechEng, PrTechni with a minimum of five years road construction related work experience - 9 points

Site Agent:

- Who has a National Diploma in Civil Engineering with a minimum of five years road construction related work experience – 6 points

Contractor

Witness for Contractor

Employer

Witness for Employer

Safety Officer

- Occupational Health and safety officer registered with the SACPCMP with a minimum of 3 years in construction, with a qualification of a National Diploma in Safety Management – 5 points.

Particulars and details of each related road work contract shall be declared and listed in **Schedule D** of the "Returnable Schedules." **The tenderer to ensure the completed letters of references are attached.** The employer will contact the relevant reference/professional listed for due diligence. References obtained will be applied as a percentage against the points as listed above. References obtained will be applied as a percentage against the points as listed above.

In the event that the individuals are not in its permanent employment, the tenderer shall provide a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement. The **curricula vitae must be attached** to the schedules as described above.

d) Quality and Time performance of Roads related work contracts (Maximum 10 points) (FU4)

Points will be awarded for past and current quality and time performance of works for the projects that was listed by the Tenderer in a) Roads related works contracts (Nfu1).

The scores of each of the criteria as set in the questionnaire is totalled and converted to obtain the final score of **2 points** per valid contract.

Points for contract successfully completed or currently underway will be awarded as follows:

Score	Prompt for judgement
0	Failed to address the question or issue.
Poor 40	A detrimental response, answer or solution – limited or poor evidence of skill or experience sought, high risk that relevant skills are not available.
Satisfactory 70	Acceptable response, answer or solution to the particular aspect of the requirement – evidence given of skill/experience sought.
Good 90	Above acceptable response, answer or solution – demonstrates real understanding of requirement and evidence of ability to comply with it based on criteria set
Very Good 100	Excellent response, answer or solution – gives real confidence that the supplier adds real value.

Particulars and details of each related road work contract shall be declared and listed in **Schedule D** of the "Returnable Schedules." **The tenderer to ensure the completed letters of references are attached.** The employer will contact the relevant reference/professional listed for due diligence. References obtained will be applied as a percentage against the points as listed above

The summation of points awarded for the First Stage (Functionality) will be as follows:

$$N_{FU} = N_{FU1} + N_{FU2} + N_{FU3}$$

Tenderers obtaining **70** out of 100 maximum points will proceed to the second stage. Points will be rounded off to two decimal points.

Once the initial quality evaluation has been done by the Employer, due diligence will be done to confirm Information submitted of the above quality aspects will be conducted to the top qualifying tenderers.

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THIRD STAGE – FINANCIAL OFFER (PRICE) AND SPECIFIC GOALS:

The procedure for the evaluation of responsive tenders is as follows: Price and Specific Goals

The tenders will be evaluated using a two-stage system as per the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000 as follows:

1) POINTS AWARDED FOR PRICE (80 or 90 Points)

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

90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received, inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

2) POINTS AWARDED FOR SPECIFIC GOALS (20 or 10 Points)

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

PRICE AND SPECIFIC GOALS		
The price and specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)
Price Points	80	90
Specific Goals	20	10
1. Enterprises with B-BBEE Procurement Recognition	10 Points	5 Points
Enterprises with B-BBEE Procurement Recognition Level 1	10	2.
Enterprises with B-BBEE Procurement Recognition Level 2	5	1.5
Enterprises with B-BBEE Procurement Recognition Level 3	3	1
Enterprises with B-BBEE Procurement Recognition Level 4	1	0.5
2. Local suppliers adjacent to Kruger National Park	10 Points	5 Points
1km to 200km distance from the nearest gate/s	10	2.5
201km to 299km distance from the nearest gate/s	6	1.5
300km and above distance from the nearest gate/s	1	1
Total points	20	10

Note to tenderers:

1) The tenderer must indicate how they claim points for each Specific Goal in SBD6.1

2) Bidders with B-BBEE Level 5-9 and who are not EMEs can still tender but will not claim points for specific goals

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	<p>NB: During the Second Stage the Employer shall evaluate remaining responsive tenders using method 3: Financial offer and preferences. Top ranked tenderers based on their scores received may be considered for appointed to the panel of contractors. The Contractors are to note that despite the contract period being five (5) years, work (sub projects) will be allocated on an “as and when” required basis. No guarantee is given or implied that work will be of a continuous and uninterrupted basis.</p> <p>The Employer may conduct due diligence on the qualifying tenderers to confirm the validity of information submitted.</p>
C.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) 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; c) the tenderer has not: <ul style="list-style-type: none"> i) abused the employer’s supply chain management system; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and e) has completed the Compulsory Enterprise Questionnaire, SBD 1, 4, 6.1 and declaration of local content and the there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process. f) Has submitted the documentation listed in C2.23
C.3.17	<p>Provide to the successful tenderer one copy of the signed contract document.</p>

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Annex C

Standard conditions of tender

(As per Construction Development Board, Government Gazette No42622, 08 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 fulfill 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;
- 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;

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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.

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

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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 complies 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

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.

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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 authorized 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.

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



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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.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

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.

C.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.

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.

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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

Tender will not be open in public.

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.

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;

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- 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.

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) 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;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) 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.

Part T2: Returnable Schedules



Contractor



Witness for
Contractor



Employer



Witness for
Employer

**ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS
CONTRACT No. KNP-014-23**

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 only for tender evaluation purposes**
 Form A1 - Resolution of board of directors / members / partners
 Form A2 - Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (if applicable)
 Form A3 - Special Resolution of Joint Venture Partners
 Form A4 - Compulsory Enterprise Questionnaire
 Form A5 - Record of Addenda to Tender Documents
 Form A6 - Proposed Amendments and Qualifications
 Schedule A - Road works contracts
 Schedule A1- to A5 Project Referee Report
 Schedule B - of Plant and equipment for use on roadwork's
 Schedule C - Technical Expertise and Competency
 Schedule of Subcontractors
 Instruction to Tenderers duly signed (refer page 3)
 Form A7 - Health and Safety Specifications Acknowledgement

- 2 Other documents that must be submitted for tender evaluation purposes**
 Proof of Contractor Registration issued by the Construction Industry Development Board - Compulsory
 An original and valid B-BBEE Status Level verification Certificate or certified copy thereof
 Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy
 Letter of intent for a Construction Guarantee – Compulsory
 National Treasury Central Supplier Database (CSD) Registration Report – Compulsory
 A valid Tax compliance status issued by the South African Revenue Services – Compulsory
 Letter of intent for a registered bank or authorized insurance company for a Construction Guarantee – Compulsory
 Proof of business address in Mpumalanga older than 2 years
 Proof of business address in Mpumalanga in month of tender closing

- 3 Returnable Schedules that will be incorporated into the contract and are compulsory to be completed**
 Form SBD 1: Invitation to Bid
 Form SBD 4: Declaration of Interest
 Form SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022

- 4 Other documents that will be incorporated into the contract:**
 Annexure A Health and Safety Specifications for General Construction Activities
 Annexure B Code of conduct for working in a National Parks
 Annexure C Environmental Management Plan for General Construction Activities
 Annexure D Local beneficiation goals

- 5 C1.1 Offer and Acceptance (the offer portion of C1.1) (Price offered during the Second Stage)**
- 6 C1.2 Contract Data (Part 2)**
- 7 C2.2 Bills of Quantities (As per tender document, completed in black ink)**

Contractor

Witness for Contractor

Employer

Witness for Employer

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE, SCHEDULES AND FORMS AND ALSO PROVIDE SUPPORTING DOCUMENTATION FOR THE QUALITY EVALUATION

Schedule A Related Road related works contracts (maximum 50 points) - List of five largest relevant projects completed during the past 10 (ten) years.

The tenderer is to provide the following information regarding the five largest relevant projects of similar nature completed by the tenderer during the last ten years, in order of contract price. Only experience by the tendering entity, and not by staff members, shall be taken into account in awarding functionality points.

A maximum of **10 points** will be award per applicable project only if:

- 50 points – 5 projects with a combined value of R6 000 000.00 completed project(s)
- 30 points – 4 Projects with a combined value of project(s) between R4 000 000.00 and R6 000 000.00
- 15 points – 3 Project with a combined or individual contract between R3 000 000.00 and R4 000 000.00
- 0 points – less than 3 projects) Anything less than combined or individual contract value of R3 000 000.00
 - Attached an appointment letter on a client letter head with construction value and duration of the project.
 - Attached a completion certificate

The tenderer to ensure the completed referee report are attached. The employer will contact the relevant reference/professional listed for due diligence. Percentage score obtained on the referee report will be applied against the project to score a maximum of 5 points per listed project below.

Only projects listed in the table below will be considered for acquiring points.

Project No.	Employer:	Principal Agent / Project Manager: Name: Company: Cell: Email:	Nature of Work (Project Name and Description)	Value of Work (inclusive of VAT)	Date Completed
1					
2					
3					
4					
5					

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

Contractor

Witness for Contractor

Employer

Witness for Employer

SCHEDULE A1 REFEREE REPORT FOR LISTED PROJECT NO 1

Note to the Tenderer:

Tenderer to provide 5x letters of reference for the completed project as listed in **Schedule A**.

Projects as listed in Schedule A shall be referenced on letter of reference, by using this form below or a letter similar to the proforma below. If the reference/referee is found to be unresponsive or unreachable, zero points will be awarded for the specific project.

Project number as listed in <u>Schedule A</u>: No 1					
<div style="border: 1px solid gray; padding: 10px; width: 80%; margin: auto;"> <p>Logo of Company providing the Reference</p> </div>	NAME AND SURNAME OF PERSON PROVIDING THIS REFERENCE: COMPANY: CONTACT NR: EMAIL:				
Contractor:					
Contract Description:					
Contract Value:					
Contract Duration - Start date & end date:					
Key performance areas		Tick <input type="checkbox"/> applicable box			
Quality of work		Poor 40 points	Satisfactory 70 points	Good 90 points	Very Good 100 points
1	Ability of key personnel.				
2	Quality of workmanship.				
3	Contractual knowledge (JBCC/GCC).				
4	Financial competence.				
5	Site administration.				
Time performance of contract		Poor 40 points	Satisfactory 70 points	Good 90 points	Very Good 100 points
1	Practical implementable programme.				
2	Achieving target dates.				
3	Ability to catch up on time lost.				
4	Ability to co-ordinate adequate resources when needed.				
5	Was the project completed successfully				
I (name) state that all the above are correct, and I can be contacted by a representative of SANParks to conduct due diligence duties. Referee Signature: Date:					

Contractor

Witness for Contractor

Employer

Witness for Employer

SCHEDULE A1 REFEREE REPORT FOR LISTED PROJECT NO 2

Note to the Tenderer:

Tenderer to provide 5x letters of reference for the completed project as listed in **Schedule A**.

Projects as listed in Schedule A shall be referenced on letter of reference, by using this form below or a letter similar to the proforma below. If the reference/referee is found to be unresponsive or unreachable, zero points will be awarded for the specific project.

Project number as listed in <u>Schedule A</u>: No 2					
<div style="border: 1px solid gray; padding: 10px; width: 80%; margin: auto;"> <p>Logo of Company providing the Reference</p> </div>	NAME AND SURNAME OF PERSON PROVIDING THIS REFERENCE: COMPANY: CONTACT NR: EMAIL:				
Contractor:					
Contract Description:					
Contract Value:					
Contract Duration - Start date & end date:					
Key performance areas		Tick <input type="checkbox"/> applicable box			
Quality of work		Poor 40 points	Satisfactory 70 points	Good 90 points	Very Good 100 points
1	Ability of key personnel.				
2	Quality of workmanship.				
3	Contractual knowledge (JBCC/GCC).				
4	Financial competence.				
5	Site administration.				
Time performance of contract		Poor 40 points	Satisfactory 70 points	Good 90 points	Very Good 100 points
1	Practical implementable programme.				
2	Achieving target dates.				
3	Ability to catch up on time lost.				
4	Ability to co-ordinate adequate resources when needed.				
5	Was the project completed successfully				
I (<i>name</i>) state that all the above are correct, and I can be contacted by a representative of SANParks to conduct due diligence duties. Referee Signature: Date:					

Contractor

Witness for Contractor

Employer

Witness for Employer

SCHEDULE A1 REFEREE REPORT FOR LISTED PROJECT NO 3

Note to the Tenderer:

Tenderer to provide 5x letters of reference for the completed project as listed in **Schedule A**.

Projects as listed in Schedule A shall be referenced on letter of reference, by using this form below or a letter similar to the proforma below. If the reference/referee is found to be unresponsive or unreachable, zero points will be awarded for the specific project.

Project number as listed in <u>Schedule A</u>: No 3					
<div style="border: 1px solid gray; padding: 10px; width: 80%; margin: auto;"> <p>Logo of Company providing the Reference</p> </div>	NAME AND SURNAME OF PERSON PROVIDING THIS REFERENCE: COMPANY: CONTACT NR: EMAIL:				
Contractor:					
Contract Description:					
Contract Value:					
Contract Duration - Start date & end date:					
Key performance areas		Tick <input type="checkbox"/> applicable box			
Quality of work		Poor 40 points	Satisfactory 70 points	Good 90 points	Very Good 100 points
1	Ability of key personnel.				
2	Quality of workmanship.				
3	Contractual knowledge (JBCC/GCC).				
4	Financial competence.				
5	Site administration.				
Time performance of contract		Poor 40 points	Satisfactory 70 points	Good 90 points	Very Good 100 points
1	Practical implementable programme.				
2	Achieving target dates.				
3	Ability to catch up on time lost.				
4	Ability to co-ordinate adequate resources when needed.				
5	Was the project completed successfully				
I (<i>name</i>) state that all the above are correct, and I can be contacted by a representative of SANParks to conduct due diligence duties. Referee Signature: Date:					

Contractor

Witness for Contractor

Employer

Witness for Employer

SCHEDULE A1 REFEREE REPORT FOR LISTED PROJECT NO 4

Note to the Tenderer:

Tenderer to provide 5x letters of reference for the completed project as listed in **Schedule A**.

Projects as listed in Schedule A shall be referenced on letter of reference, by using this form below or a letter similar to the proforma below. If the reference/referee is found to be unresponsive or unreachable, zero points will be awarded for the specific project.

Project number as listed in <u>Schedule A</u>: No 4					
<div style="border: 1px solid gray; padding: 10px; width: 80%; margin: auto;"> <p style="color: gray; font-size: 1.2em;">Logo of Company providing the Reference</p> </div>	NAME AND SURNAME OF PERSON PROVIDING THIS REFERENCE: COMPANY: CONTACT NR: EMAIL:				
Contractor:					
Contract Description:					
Contract Value:					
Contract Duration - Start date & end date:					
Key performance areas		Tick <input type="checkbox"/> applicable box			
Quality of work		Poor 40 points	Satisfactory 70 points	Good 90 points	Very Good 100 points
1	Ability of key personnel.				
2	Quality of workmanship.				
3	Contractual knowledge (JBCC/GCC).				
4	Financial competence.				
5	Site administration.				
Time performance of contract		Poor 40 points	Satisfactory 70 points	Good 90 points	Very Good 100 points
1	Practical implementable programme.				
2	Achieving target dates.				
3	Ability to catch up on time lost.				
4	Ability to co-ordinate adequate resources when needed.				
5	Was the project completed successfully				
I (name) state that all the above are correct, and I can be contacted by a representative of SANParks to conduct due diligence duties. Referee Signature: Date:					

Contractor

Witness for Contractor

Employer

Witness for Employer

SCHEDULE A1 REFEREE REPORT FOR LISTED PROJECT NO 5

Note to the Tenderer:

Tenderer to provide 5x letters of reference for the completed project as listed in **Schedule A**.

Projects as listed in Schedule A shall be referenced on letter of reference, by using this form below or a letter similar to the proforma below. If the reference/referee is found to be unresponsive or unreachable, zero points will be awarded for the specific project.

Project number as listed in <u>Schedule A</u>: No 5					
<div style="border: 1px solid gray; padding: 10px; width: 80%; margin: auto;"> <p style="color: gray; font-size: 1.2em;">Logo of Company providing the Reference</p> </div>	NAME AND SURNAME OF PERSON PROVIDING THIS REFERENCE: COMPANY: CONTACT NR: EMAIL:				
Contractor:					
Contract Description:					
Contract Value:					
Contract Duration - Start date & end date:					
Key performance areas		Tick <input type="checkbox"/> applicable box			
Quality of work		Poor 40 points	Satisfactory 70 points	Good 90 points	Very Good 100 points
1	Ability of key personnel.				
2	Quality of workmanship.				
3	Contractual knowledge (JBCC/GCC).				
4	Financial competence.				
5	Site administration.				
Time performance of contract		Poor 40 points	Satisfactory 70 points	Good 90 points	Very Good 100 points
1	Practical implementable programme.				
2	Achieving target dates.				
3	Ability to catch up on time lost.				
4	Ability to co-ordinate adequate resources when needed.				
5	Was the project completed successfully				
I (<i>name</i>) state that all the above are correct, and I can be contacted by a representative of SANParks to conduct due diligence duties. Referee Signature: Date:					

Contractor

Witness for Contractor

Employer

Witness for Employer

Schedule B of Plant and equipment for use on road related works (maximum 15 points)

Note to Tenderer:

Points will be awarded for Plant and Equipment owned (100% of points earned) or hired (50% of points earned) by tenderer within the categories listed below and which must be available for the execution and completion of the work.

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

Quantity	Description, size, capacity, etc.	Tick if owned	Tick if hired
	Water Cart (6000 litre or larger)		
	Motor Grader (140 Class or larger)		
	Tipper Trucks (6 m ³ struck capacity or larger)		
	Tractor Loader Backhoe (TLB)		
	Excavator (20 ton or larger)		
	Vibrator Roller (7 - 10 ton)		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

Note: The employer's agent made an assessment of the required plant, against which functionality points will be scored based on the above information supplied. **Only information from the tables above will be considered for points.**


Contractor


Witness for Contractor


Employer


Witness for Employer

[Proof of ownership of equipment listed in (a) above to be inserted here]

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Schedule C Technical Expertise and Competency (Maximum 10 points)

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally. The various individuals must be in the permanent employment of the tenderer to be awarded points.

Category of Employee	Name of Employee	Permanently employed (tick if applicable)	To be contracted in (tick if applicable)
#Contract Manager			
#Site Agent			
#Safety officer			
Other:			

Notes. The categories marked are Key Personnel.

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

Contractor

Witness for Contractor

Employer

Witness for Employer

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

Form A1: 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:

- 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)

- *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:

- * Delete which is not applicable
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise
- 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

Contractor

Witness for Contractor

Employer

Witness for Employer



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.

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Form A2: 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:

1. 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)*

2. 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)

3. *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.

4. 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.

Contractor

Tender

Part T2: Returnable documents

Witness for Contractor

Employer

Witness for Employer

5. 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: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

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

NOTE:

- * Delete which is not applicable
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
- 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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

**ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS
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Form A3: 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)*

- 6. _____

- 7. _____

- 8. _____

- 9. _____

- 10. _____

- 11. _____

- 12. _____

- 13. _____

Held at _____ *(place)*

On _____ *(date)*

Contractor

Witness for Contractor

Employer

Witness for Employer



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)

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 day's 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)

Contractor

Witness for Contractor

Employer

Witness for Employer

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

- * Delete which is not applicable*
- NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Joint Venture submitting this Tender
- 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
- Resolutions, duly completed and signed, from the separate Enterprises who participate in this Joint venture must be attached to the Special Resolution

Contractor

Witness for Contractor

Employer

Witness for Employer



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Form A4: 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, if any:

Section 4: CSD number:

Section 5: 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 6: Particulars of companies and close corporations
 Company registration number
 Close corporation number
 Tax reference number

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

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement

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

- i) Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are 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.

Signed		Date	
Name		Position	
Enterprise name			

Contractor

Witness for Contractor

Employer

Witness for Employer



**ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS
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Form A5 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

Contractor

Witness for Contractor

Employer

Witness for Employer



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Form A6 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

Contractor

Witness for Contractor

Employer

Witness for Employer

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PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS
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FORM A7 HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT

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 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:

Contractor

Witness for
Contractor

Employer

Witness for
Employer



ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS

CONTRACT No. KNP-014-23

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.)*

Skilled artisans employed		Unskilled employees employed	
Categories of artisans	Number	Categories of employees	Number
Machinery	Plant	Workshops	

Contractor

Witness for Contractor

Employer

Witness for Employer



1. 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.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**



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

2.1. Current projects (NB: Letter of Intent/ Appointment MUST be attached to Annexure D):

	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								

Contractor

Witness for Contractor

Employer

Witness for Employer



2.2. Previous projects (NB: Letter of Intent/ Appointment and Certificate of Completion MUST be attached to Annexure E):

	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									

Contractor

Witness for Contractor

Employer

Witness for Employer



ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS

CONTRACT No. KNP-014-23

HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT

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 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:

SBD 4

Contractor

Witness for
Contractor

Employer

Witness for
Employer



DECLARATION OF INTEREST

- 1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - o the bidder is employed by the state; and/or
 - o the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder², member):

2.4 Registration Number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, and their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by YES/ NO the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed:

Contractor signature box

Contractor

Witness for Contractor signature box

Witness for Contractor

Employer signature box

Employer

Witness for Employer signature box

Witness for Employer



Position occupied in the state institution:

Any other particulars:
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**
Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
2
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars:
.....
.....
.....

2.11 Do you or any of the directors / trustees /shareholders/ members of the **YES / NO**

Contractor signature box

Contractor

Witness for Contractor signature box

Witness for Contractor

Employer signature box

Employer

Witness for Employer signature box

Witness for Employer

company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....
.....

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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 or
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state
(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. 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	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	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.

Contractor

Witness for Contractor

Employer

Witness for Employer

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 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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	
Where			

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

Contractor

Witness for Contractor

Employer

Witness for Employer

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/2} & \mathbf{or} & \mathbf{90/10} \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest 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 or 90/10 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 or 90/10 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 or 90/10 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 90/10 and 80/20 preference point system.

Contractor

Witness for Contractor

Employer

Witness for Employer

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
1. Enterprises with B-BBEE Procurement Recognition	10 Points	5 Points		
Enterprises with B-BBEE Procurement Recognition Level 1	10	2.		
Enterprises with B-BBEE Procurement Recognition Level 2	5	1.5		
Enterprises with B-BBEE Procurement Recognition Level 3	3	1		
Enterprises with B-BBEE Procurement Recognition Level 4	1	0.5		
2. Local suppliers adjacent to Kruger National Park	10 Points	5 Points		
1km to 200km distance from the nearest gate/s	10	2.5		
201km to 299km distance from the nearest gate/s	6	1.5		
300km and above distance from the nearest gate/s	1	1		
Total points	20	10		

NB: Required proof / documents to be submitted for evaluation purpose:

- Bidder must provide proof in a form of a lease agreement,
- Tittle deed,
- Letter from a municipality
- Letter from tribal authority or local Civic structure.
- B-BBEE Certificate

Only the above-mentioned documents will be considered No other documents will be accepted

Contractor

Witness for Contractor

Employer

Witness for Employer



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;
 - (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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

Contractor

Witness for Contractor

Employer

Witness for Employer

Local content: Declaration by Tenderer

South African National Parks (SANParks) supports the inclusion of locally manufactured materials and goods in construction works applicable to the **CONTRACT NO: KNP-014-23 ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS CONTRACT.**

The contractor must note that the use of materials that are locally produced must be used during construction. The list of materials as specified for this contract is provided and all tenderers are requested to complete and confirm the use of locally produced materials and goods as listed in full.

Declaration by bidder:

Description of item and Product Description	Percentage threshold for local content required	Bidders' declaration (%) on local content to be used during construction	Comment if lower content is specified or N/A
Cement Sector			
Pure Portland cement with a 95-100% clinker Cem I	100%		
Portland cement containing varying additions of secondary materials, i.e. fly ash, pozzolana, slag, silica fume, or limestone Cem II	100%		
Blast furnace cement, 50% OPC, 50% blast furnace slag Cem III	100%		
pozzolanic cement, OPC and fly ash Cem IV	100%		
composite cement: slag and ash cement. Blended cement with more than one blending material Cem V	100%		
Mixture of Portland cement and plasticizing materials such as limestone to improve setting time Masonry Cement	100%		
Primary Steel Products			
Plates (>4.5mm thick and supplied in flat pieces)	100%		
Sheets (>4.5mm thick and supplied in coils)	100%		
Galvanised and Colour Coated Coils	100%		
Wire Rod and Drawn Wire	100%		

Contractor

Witness for Contractor

Employer

Witness for Employer



Description of item and Product Description	Percentage threshold for local content required	Bidders' declaration (%) on local content to be used during construction	Comment if lower content is specified or N/A
Sections (Channels; Angles; I-Beams and H-Beams)	100%		
Reinforcing bars	100%		
Company name			
Name & surname of the signatory			
Signing Capacity			
Signature			
Date			

Contractor

Witness for Contractor

Employer

Witness for Employer



T2.2: ANNEXURE 1: BEE RATING CERTIFICATE TO BE INSERTED BY BIDDER

Contractor

Witness for Contractor

Employer

Witness for Employer



T2.2: ANNEXURE 2: CERTIFICATE OF TAX COMPLIANCE

The tenderer shall complete the declaration below.

I, (name)

the undersigned in my capacity as (position)

on behalf of (name of company)

herewith grant consent that SARS may disclose to the SANParks our tax compliance status. For this purpose, our unique security personal identification number (PIN) is, our tax reference number is and our tax clearance certificate number is

In the event of a joint venture, each member shall comply with the above requirement.

SIGNATURE:

DATE:

Contractor

Witness for Contractor

Employer

Witness for Employer

T2.2: ANNEXURE 3: CSD REGISTRATION

TO BE INSERTED BY BIDDER

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**T2.2: ANNEXURE 4: LETTER OF GOOD
STANDING COMPENSATION COMMISSIONER TO
BE INSERTED BY BIDDER.**

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**T2.2: ANNEXURE 5: CERTIFIED COPY OF
COMPANY REGISTRATION
TO BE INSERTED BY BIDDER**

Contractor

Witness for
Contractor

Employer

Witness for
Employer

T2.2: ANNEXURE 6: CIDB REGISTRATION TO BE INSERTED BY BIDDER

Contractor

Witness for
Contractor

Employer

Witness for
Employer

T2.2: ANNEXURE 7: CURRICULUM VITAE (CV) OF PERSONNEL TO BE INSERTED BY BIDDER

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**T2.2: ANNEXURE 8: PROOF OF OWNERSHIP OF
PLANT AND EQUIPMENT OR PLANT HIRE
CONFIRMATION.**

TO BE INSERTED BY BIDDER

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**T2.2: ANNEXURE 9: APPOINTMENT LETTERS,
COMPLETION CERTIFICATES AND REFEREE
REPORT SHEETS**

TO BE INSERTED BY BIDDER

Contractor

Witness for
Contractor

Employer

Witness for
Employer

T2.2: ANNEXURE 10: LETTER OF INTENT TO PROVIDE A GUARANTEE TO BE INSERTED BY BIDDER

Contractor

Witness for
Contractor

Employer

Witness for
Employer



C: The Contract

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C1: Agreement and contract data

Contractor

Witness for
Contractor

Employer

Witness for
Employer



**ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS
CONTRACT No. KNP-014-23**

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:

CONTRACT KNP-014-23: ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS

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 authorized, 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) (or other suitable wording)

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

To be completed (Compulsory)

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

Contractor

Witness for Contractor

Employer

Witness for Employer



**ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS
CONTRACT No. KNP-014-23**

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	Private bag X403 Skukuza 1350		
Name of witness			
Signature of witness		Date	

Schedule of Deviations

Contractor

Witness for Contractor

Employer

Witness for Employer



Notes

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

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:

Contractor

Witness for Contractor

Employer

Witness for Employer

Signature(s)

Name(s)

Capacity

(Name of organization/tenderer)

(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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

Contractor

Witness for Contractor

Employer

Witness for Employer

ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS CONTRACT No. KNP-014-23

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

CONTRACT DATA

Section 1.01 The General Conditions of Contract for Construction Works 3rd Edition (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make 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 general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

CONDITIONS OF CONTRACT

General Conditions of Contract

This Contract will be based on the “General Conditions of Contract for Construction Works – 3rd Edition 2015”, published by the South African Institution of Civil Engineering. (Short title: “**General Conditions of Contract for Construction Works 2015 or GCC2015**”) and can be obtained from:

SAICE

SAICE House
Block 19
Thornhill Office Park
Bekker Street
MIDRAND
1685

Gauteng Province

Tel: (011) 805-5947
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Email: civilinfo@saice.org.za
Web: www.saice.org.za

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under “Special Conditions of Contract”.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Special Conditions of Contract

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

The additional clauses to the General Conditions of Contract are:

SCC 5.12 EXTENSION OF TIME FOR PRACTICAL COMPLETION

Add the following to the sub-clause:

SCC 5.12.1 Approval for extension of time shall be done as defined above in this sub clause. Payment in respect of general obligations of the extended period shall only account for the period which actually extended the practical completion of the works beyond the due completion date in order to achieve practical completion.

SCC 11.2 VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATION ISO 10845-5; ISO 10845-6; ISO 10845-7; ISO 10845-8

Specification ISO 10845-Part 5-8 applies:

- 1) Where different, the definitions provided above shall apply.
- 2) Method 4 only must be used for claiming of preference.
- 3) The weighting for Targeted Enterprises is defined in the contract data.
- 4) Written contracts shall be entered into with targeted enterprises.

PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS

SCC 11.4 Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Applicable labour laws

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice shall apply to works described in the scope of work as being labour intensive which are undertaken by unskilled or semi-skilled workers, as reproduced below, shall apply to work which are undertaken by unskilled or semi-skilled Targeted Labour.

Introduction

This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). In this contract it shall apply to the targeted labour employed by the Contractor. These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.

In this document –

“Department” means any department of the State, implementing agent or contractor;

Contractor

Witness for Contractor

Employer

Witness for Employer

“Employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;

“Worker” means any person working in an elementary occupation on an EPWP;

“Elementary occupation” means any occupation involving unskilled or semi-skilled work;

“Management” means any person employed by a department or implementing agency to administer or execute an EPWP;

“Task” means a fixed quantity of work;

Task-based work” means work in which a worker is paid a fixed rate for performing a task;

“Task-rated worker” means a worker paid on the basis of the number of tasks completed;

“Time-rated worker” means a worker paid on the basis of the length of time worked.”

Terms of Work

Workers on an EPWP are employed on a temporary basis or contract basis.

Normal Hours of Work

An employer may not set tasks or hours of work that require a worker to work–

More than forty hours in any week

On more than five days in any week; and

For more than eight hours on any day

An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

Meal Breaks

A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

An employer and worker may agree on longer meal breaks

A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

Special Conditions for Security Guards

A security guard may work up to 55 hours per week and up to eleven hours per day.

A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

Daily Rest Period

Every worker is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

Weekly Rest Period

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

Sick Leave

Only workers who work more than 24 hours per month have the right to claim sick pay in terms of this clause.

A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

A worker may accumulate a maximum of twelve days' sick leave in a year.

Accumulated sick leave may not be transferred from one contract to another contract.

An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

An employer must pay a worker sick pay on the worker's usual payday.

Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

Absent from work for more than two consecutive days; or

Absent from work on more than two occasions in any eight-week period.

A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

Maternity Leave

A worker may take up to four consecutive months' unpaid maternity leave.

A worker is not entitled to any payment or employment-related benefits during maternity leave.

A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

A worker may begin maternity leave –

Four weeks before the expected date of birth; or

On an earlier date –

If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

If agreed to between employer and worker; or

On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

Family responsibility leave

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

When the employee's child is born;

When the employee's child is sick;

in the event of a death of –

The employee's spouse or life partner;

The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

Contractor

Witness for Contractor

Employer

Witness for Employer

Statement of Conditions

An employer must give a worker a statement containing the following details at the start of employment –

- the employer’s name and address and the name of the EPWP;
- the tasks or job that the worker is to perform; and
- the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- the worker’s rate of pay and how this is to be calculated;
- the training that the worker will receive during the EPWP.

An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

An employer must supply each worker with a copy of these conditions of employment.

Keeping Records

Every employer must keep a written record of at least the following –

- the worker’s name and position;
- copy of an acceptable worker identification
- in the case of a task-rated worker, the number of tasks completed by the worker;
- in the case of a time-rated worker, the time worked by the worker;
- payments made to each worker.

The employer must keep this record for a period of at least three years after the completion of the EPWP.

Payment

An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

A worker may not be paid less than the minimum EPWP wage rate as per the labour department rate for the project area or per task. This will be annually adjusted in-line with inflation.

A task-rated worker will only be paid for tasks that have been completed.

An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

A time-rated worker will be paid at the end of each month.

Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

Payment in cash or by cheque must take place –

- at the workplace or at a place agreed to by the worker;
- during the worker’s working hours or within fifteen minutes of the start or finish of work;
- in a sealed envelope which becomes the property of the worker.

An employer must give a worker the following information in writing –

- the period for which payment is made;
- the numbers of tasks completed or hours worked;
- the worker’s earnings;
- any money deducted from the payment;
- the actual amount paid to the worker.

If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

If a worker’s employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

Deductions

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Witness for
Contractor

Employer

Witness for
Employer

An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

An employer may not require or allow a worker to –

repay any payment except an overpayment previously made by the employer by mistake;

state that the worker received a greater amount of money than the employer actually paid to the worker;

or

pay the employer or any other person for having been employed.

Health and Safety

Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A worker must –

work in a way that does not endanger his/her health and safety or that of any other person;

obey any health and safety instruction;

obey all health and safety rules of the EPWP;

use any personal protective equipment or clothing issued by the employer;

report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

Compensation for Injuries and Diseases

It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

A worker must report any work-related injury or occupational disease to their employer or manager.

The employer must report the accident or disease to the Compensation Commissioner.

An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

Termination

The employer may terminate the employment of a worker for good cause after following a fair procedure.

A worker will not receive severance pay on termination.

A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes.

A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Termination

On termination of employment, a worker is entitled to a certificate stating –

the worker's full name;

the name and address of the employer;

Contractor

Witness for
Contractor

Employer

Witness for
Employer

the EPWP on which the worker worked;
the work performed by the worker;
any training received by the worker as part of the EPWP;
the period for which the worker worked on the EPWP;
any other information agreed on by the employer and worker.

LINKAGE OF PAYMENT FOR LABOUR INTENSIVE COMPONENT OF WORKS TO SUBMISSION OF PROJECT DATA

SCC 11.5

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

APPENDIX A: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only).

Claim for materials on site, Payment Certificate No. Date:

Contract No: For (contract title)

I, the undersigned (name of signatory) in my capacity as of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) In so far as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Contractor

Witness for Contractor

Employer

Witness for Employer

Signed by:**Date:**

for and on behalf of the Contractor.

Witnessed by: **Date:**

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.2 of the General Conditions of Contract 2015.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA BY THE EMPLOYER
Clause 1.1.1.13:	The Defects Liability Period is 12 months.
Clause 1.1.1.14:	The time for achieving Practical as per agreed sub project
Clause 1.1.1.15:	Name of Employer: South African National Parks represented by the Chief executive officer /or such other person or persons duly authorised thereto by the Employer in writing.
Clause 1.3.4	For each sub project awarded a supplementary agreement will be concluded.
Clause 1.2.1.2:	Address of Employer: <u>Physical:</u> South African National Parks Contact Person: Chief Executive Officer Procurement Office, Skukuza, Kruger Telephone: 013 735 4044 National Park Fax: 013 735 4044 Mpumalanga Province
Clause 1.1.1.16:	The name of the Employer’s Agent is Programme Manager Technical Services KNP /or such other person or persons duly authorised thereto by the Employer in writing.
Clause 1.2.1.2:	The address of the Engineer: <u>Physical:</u> South African National Parks Contact Person: Bharat Gulab Procurement Office, Skukuza, Kruger Telephone: 013 735 4278 National Park Fax: 013 735 4044 Mpumalanga Province
Clause 1.1.1.26:	The Pricing Strategy is by Re-measurement Contract.
Clause 5.1.1 and 5.8.1:	Non-working days are Sundays. Special Non-working days are the all the statutory public holidays as declared by National or Regional Government including the construction industry year-end break. The year-end break commences on the first working day after 15 December and ends on the first working day after 1 January of the next year.
Clause 3.2.3	The Employer's Agent shall obtain the specific approval of the Employer before carrying out any of his functions or duties according to the following Clauses of the General Conditions of Contract: Clause 6.4 - The Engineer requires the Employers approval in order to authorise any expenditure in excess of the tender Sum excluding contingencies
Clause 5.3.1:	The following documentation is to be provided by the Contractor before commencement of each sub project: <ul style="list-style-type: none"> • Health and Safety Plan as per Clause 4.3 • Health and Safety File per project or works order. • Initial Programme as per Clause 5.6 • Security as per Clause 6.2 • Insurances as per Clause 8.6 • Quality Assurance Plan as per Clause 1205 (Standard Specifications) • Compliance to Compensation for Occupational Injuries and Diseases (COIDA Act No. 130 of 1993)
Clause 5.3.2:	The time to submit the documentation required before commencement with Works execution is 14 days.
Clause 5.4.2:	The access and possession of Site shall not be exclusive to the Contractor
Clause 5.13.1:	The penalty for failing to complete the works on the Due Completion Date is R7500 per calendar day
Clause 5.14.1:	Practical completion will be considered when: <ul style="list-style-type: none"> • A practical completion certificate is issued per sub project.

Contractor

Witness for Contractor

Employer

Witness for Employer

-
- Clause 5.16.3: The latent defect period is 5 years.
- Clause 6.5.1.2.3: The percentage allowance on the net cost of materials actually used in the completed work is 10%
The percentage allowance on the gross remuneration of the workmen and foremen actually engaged is 10%
- Clause 6.8.2: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor based on CPI and adjusted on the anniversary of the closing date on the tender.
- Clause 6.8.3: Price adjustments for variations in the costs of special materials are allowed.
- Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80% on material paid by the Contractor at the purchase cost but not more than 80% of the tender amount as per clause 6.10.2.
- Clause 8.2.2 The safekeeping of the material paid as material on site not yet built into the works remains the responsibility of the Contractor, although ownership rest with the Client as per clause 6.10.1.5.
- Clause 6.10.3: The limit of retention money is a fixed guarantee of 12.5% on the subcontract value.
- Clause 8.6.1.1.2: Not Required
- Clause 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R1 000 000
- Clause 8.6.1.3: The limit of indemnity for liability insurance is R 10 000 000.00 for any single liability claim. Liability insurance shall include spread of fire risk.
- Clause 10.5.3: Disputes to be referred to Ad-Hoc Adjudication

Contractor

Witness for
Contractor

Employer

Witness for
Employer



**ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS
CONTRACT No. KNP-014-23**

Part 2: Contract Data provided by the Contractor

Clause	Additions
Clause 1.1.1.9:	The name of the Contractor is
Clause 1.2.1.2:	The address of the Contractor is Physical : Postal : Address: Address: Telephone : Fax: Email :

Contractor

Witness for Contractor

Employer

Witness for Employer



PRO FORMA

Contract of Employment

CONTRACTOR

Name :

Address :

ID :

AND

WORKER

Name :

Details :

ID :

1. I am pleased to confirm that you have been appointed to work on a task based*/a time basis* employment contract within an Expanded Public Works Programme (EPWP) project. Within this contract you will undertake numerous groups of tasks.
2. This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached.
3. The project where will be employed is located at
4. The contract will start on
5. You must be aware that this contract is a limited term contract and not a permanent job. The contract may be terminated for one of the following reasons:
 - a) If the contractor does not get additional contracts from the EPWP.
 - b) Funding for the programme in your area comes to an end.
 - c) You repeatedly do not perform in terms of the tasks set out in your work programme.
 - d) You have worked a maximum of 24 months within a 60 month cycle.
6. You will be employed as a within the team.
7. While you are working you will report to
8. Payment
 - a) You will be paid a fixed amount of R..... for completing a fixed amount of work.
 - b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.
 - c) You will only be paid for work completed.
 - d) You will be paid the amount for the number of days quoted in the contract even if you finish the work before the time or after the estimated date of completion.
 - e) A contractor must pay you the production bonus (the extra days if the work is finished early) if you have completed your share of tasks.
 - f) The contractor will be paid within 30 days after the work is completed. You will be paid within 5 days of the contractor being paid.

** delete whichever is not applicable.*

9. In addition to the conditions above all the terms and conditions of employment on EPWP apply to your employment. If you breach any of these terms you contract may be terminated.

Contractor

Witness for Contractor

Employer

Witness for Employer

10 Signatures:

Signed on this day of 20.....

Contractor: Date:.....

Worker: Date.....

Witness: Date:.....

Contractor

Witness for
Contractor

Employer

Witness for
Employer

PRO FORMA

Monthly Labour Report for Certificate No _____

JOBS CREATED

As per Business Plan (to be completed by SAN Parks)

A	B	C	D	E	F	G	H	I	J
Category	Number of persons employed in category	Rate (R/d)	Local P-days	Non-local P-days	Total P-days (D +E)	Amount expended on labour (C x F)	P-days by women	P-days by youth	P-days by disabled
Clerical									
Managerial									
Supervisory									
Skilled									
Semi-skilled									
Unskilled									
All occupations									

Actual to date

A	B	C	D	E	F	G	H	I	J
Category	Number of persons employed in category	Rate (R/d)	Local P-days	Non-local P-days	Total P-days (D +E)	Amount expended on labour (C x F)	P-days by women	P-days by youth	P-days by disabled
Clerical									
Managerial									
Supervisory									
Skilled									
Semi-skilled									
Unskilled									
All occupations									

Summary

Planned person-days target (see cell F8 of Business Plan):

Tendered construction period (months):

Overall person-days target per month:

Months represented by this report:

Person-day target for this month:

Achieved person-days to date (see cell F8 of Actual):

Person-days ahead/behind target:

Contractor

Witness for Contractor

Employer

Witness for Employer

PRO FORMA

Adjudication Board Member Agreement

Please note that words in italics within brackets are items which should be stated.

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)*

Contractor: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)*

Employer: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)*

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015) must be referred to *(ad-hoc adjudication/standing adjudication)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works' Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
 - 7.1 A monthly retainer of *(amount)* for *(number)* of months, and/or
 - 7.2 A daily fee of *(amount)* based on a *(number)* hour day, and/or
 - 7.3 An hourly fee of *(amount)*, and/or
 - 7.4 A non-recurrent appointment fee of *(amount)* which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

Contractor

Witness for Contractor

Employer

Witness for Employer



SIGNED by:

(Signature): (Signature): (Signature):

Name: **Name:** **Name:**

who warrants that he/ she iswho warrants that he/ she isthe **Adjudicator** in the
duly authorised to sign for andduly authorised to sign forpresence of
on behalf of the **First Party** inand on behalf of the **Second**
the presence of **Party** in the presence of

Witness: **Witness:** **Witness:**

(Signature) (Signature). (Signature)

Name: **Name:** **Name:**

Address: Address: Address:

.....
.....

Date: Date: Date:

Empty signature box for Contractor

Contractor

Empty signature box for Witness for Contractor

Witness for Contractor

Empty signature box for Employer

Employer

Empty signature box for Witness for Employer

Witness for Employer



C1.3 Form of Guarantee

WHEREAS THE CHIEF EXECUTIVE, SOUTH AFRICAN NATIONAL PARKS

(hereinafter referred to as "the Employer") entered into a Contract with

.....

-(hereinafter called "the Contractor") on the..... day of 20..... for **CONTRACT No. KNP-014-23**

for the

ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

WHEREAS WE, (*name of Insurance Company/Bank*)

have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

Contractor

Witness for Contractor

Employer

Witness for Employer



5. Our total liability hereunder shall not exceed the sum of
.....(R)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guarantee Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising hereof as

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20.....

As witnesses:

1. Signature

2. Duly authorized to sign on behalf of

..... Address

.....

.....

Contractor signature box

Contractor

Witness for Contractor signature box

Witness for Contractor

Employer signature box

Employer

Witness for Employer signature box

Witness for Employer



C1.5: Pro-Forma – Declaration of Ownership of Unused Materials

**DECLARATION OF OWNERSHIP OF UNUSED MATERIAL FOR
CERTIFICATE OF PAYMENT NO:**

I/We, the undersigned,
..... (Name of Contractor)

hereby declare that the materials for which payment is claimed in terms of Clause 6.10.1.5 of the General Conditions of Contract are:

(a) as described

* (i) on the copy of Invoice No. annexed hereto

* (ii) as set out in detail below

.....
.....
.....

*delete whichever is not applicable.

(b) located at

.....
.....

(c) totally owned by me/us and that no other party has any claim or right in respect of the above materials and that I am/we are free to pass ownership upon receipt of payment for such materials

(d) intended for incorporation into the permanent works of this Contract.

Signed at

on this day of 20.....

Witnesses: Signature:
.....

1. Capacity:
.....

2. On behalf of:
.....

Address:
.....

.....
.....

Contractor signature box

Contractor

Witness for Contractor signature box

Witness for Contractor

Employer signature box

Employer

Witness for Employer signature box

Witness for Employer



Part C2: Pricing data

Contractor

Witness for Contractor

Employer

Witness for Employer

**ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS
CONTRACT No. KNP-014-23**

C2.1: Pricing Instructions

- 1) The measurement and payment clause of the COLTO and the Standard and Particular Specifications shall be deemed to form part of and included in the Pricing Instruction.
- 2) The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day
Pers day	=	Person day

- 3) Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 4) 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.

Contractor

Witness for Contractor

Employer

Witness for Employer

-
- 5) It will be assumed that prices included in these 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)
 - 6) Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
 - 7) 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.
 - 8) The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
 - 9) Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
 - 10) The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
 - 11) Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the COLTO.

Construction

- 12) Attention is drawn to Clause 6.7.1 of the General Conditions of Contract and the Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS
CONTRACT No. KNP-014-23**

C2.2 Bill of Quantities

CONTENTS

SECTION	DESCRIPTION
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS
1500	ACCOMMODATION OF TRAFFIC
1600	OVERHAUL
1700	CLEARING AND GRUBBING
2100	DRAINS
2200	PREFABRICATED CULVERTS
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS
3300	MASS EARTHWORKS
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL
3500	STABILIZATION
3900	PATCHING AND REPAIRING EDGE BREAKS
4100	PRIME COAT
4200	ASPHALT BASE AND SURFACING
4900	SAND SEALS
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION
5200	GABIONS
5600	ROAD SIGNS
5700	ROAD MARKINGS
5800	LANDSCAPING AND PLANTING PLANTS
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS
	SUMMARY

Contractor

Witness for Contractor

Employer

Witness for Employer



**SANPARKS ROADS (COLTO STANDARD SPECIFICATION)
TYPICAL SINGLE CARRIAGEWAY (LENGTH 300 M; WIDTH 7 M)**

SECTION 1300

Number	Item Description	Unit	Quantity	Rate	Amount R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
13.01	Contractor's general obligations (Not exceeding 20% of the sum value of the Sections)				
	(a) Fixed obligations	lumpsum	1		
	(b) Value-related obligations	lumpsum	1		
	(c) Time-related obligations	month	6		
Total Carried Forward To Summary					

Contractor

Witness for Contractor

Employer

Witness for Employer



SECTION 1500

Number	Item Description	Unit	Quantity	Rate	Amount R
1500	ACCOMMODATION OF TRAFFIC				
15.01	Accommodating traffic and maintaining temporary deviations	km	1		
15.03	Temporary traffic-control facilities				
	(a) Flagmen	man-day	66		
	(b) Portable STOP and GO-RY signs	No	2		
	(e) Road signs, R- and TR-series	No	4		
	(g) Road signs, STW-, DTG-, TGS- AND TG-series (excluding delineators and barricades)	m ²	10		
	(h) Delineators				
	(2) Mounted back to back	No	50		
	(j) Traffic cones	L/sum	50		
	(l) Movable barriers (water filled)	m	2		
	(m) Two-way communication devices	No	2		
15.04	Relocation of traffic-control facilities	L/sum	1		
15.05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m ³	20		
	(b) Existing gravel shoulders	m ³	20		
15.06	Watering of temporary deviations	kl	66		
15.07	Blading by road grader of:				
	(a) Temporary deviations	km- pass	1.2		
Total Carried Forward To Summary					

Contractor

Witness for Contractor

Employer

Witness for Employer

SECTION 1600

Number	Item Description	Unit	Quantity	Rate	Amount R
1600	OVERHAUL				
16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	17 460		
Total Carried Forward To Summary					

Contractor

Witness for Contractor

Employer

Witness for Employer

SECTION 1700

Number	Item Description	Unit	Quantity	Rate	Amount R
1700	CLEARING AND GRUBBING				
17.01	Clearing and grubbing	ha	0.25		
17.02	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1m up to and including 2m	No	5		
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	10		
17.05	Cleaning out of hydraulic structures				
	(a) Pipes with an internal diameter up to and including 750 mm	m ³	2		
	(b) Pipes with an internal diameter exceeding 750 mm	m ³	2		
	(c) Box culverts up to and including 1,5 m vertical dimension	m ³	2		
	(d) Box culverts exceeding 1,5 m vertical dimension	m ³	2		
Total Carried Forward To Summary					

Contractor

Witness for Contractor

Employer

Witness for Employer

SECTION 2100

Number	Item Description	Unit	Quantity	Rate	Amount R
2100	DRAINS				
21.03	Excavation for subsoil drainage systems: (a) Excavating soft material situated within the following depth ranges below the surface level: (1) 0 m up to 1,5 m (2) Exceeding 1,5 m and up to 3,0 m (b) Extra over sub item 21.03(a) for excavation in hardmaterial irrespective of depth	m ³	37		
21.04	Impermeable backfilling to subsoil drainage systems	m ³	10		
21.05	Banks and dykes	m ³	10		
21.06	Natural permeable material in subsoil drainage systems (crushed stone): (b) Crushed stone obtained from commercial sources (1) Coarse-Grade 20mm nominal size	m ³	10		
21.07	Natural permeable material in subsoil drainage systems (sand): (a) Sand obtained from approved sources on the site (2) Medium Grade	m ³	10		
21.08	Pipes in subsoil drainage systems: (c) High density type polyethylene pressure pipes and fittings complete with couplings (1) 110mm nominal dia. perforated (2) 110mm nominal dia. unperforated	m	50		
21.17	flushing of pipe subsoil drains	No	2		
Total Carried Forward To Summary					

Contractor

Witness for Contractor

Employer

Witness for Employer

SECTION 2200

Number	Item Description	Unit	Quantity	Rate	Amount R
2200	PREFABRICATED CULVERTS				
22.01	Excavation (a) Excavating soft material situated within the following depth ranges below the surface level: (1) 0 m up to 1.5 m (2) Exceeding 1,5 m and up to 3,0 m (b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³ m ³ m ³	200 50 20		
22.02	Backfilling: (a) Using the excavated material (b) Using imported selected material	m ³ m ³	200 50		
22.03	Concrete pipe culverts: (b) On class B bedding (2) 450mm dia. interlocking joint class 100D (3) 600mm dia. interlocking joint class 100D (4) 750mm dia. interlocking joint class 100D	m m m	50 25 25		
22.07	Cast in situ concrete and formwork (c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish (1) Class 30/20 (d) Formwork of concrete under subitem 22.07(c) above (2) Vertical formwork for F2 surface finish	m ³ m ²	5 10		
22.10	Steel reinforcement (a) Mild steel bars (b) High-tensile steel bars (c) Welded steel fabric	t t kg	0.25 0.25 100		
22.18	Brickwork (b) 230 mm thick	m ²	50		
22.19	Plaster	m ²	50		
22.20	Benching	m ²	1		
Total Carried Forward To Summary					

Contractor

Witness for Contractor

Employer

Witness for Employer

SECTION 2300

Number	Item Description	Unit	Quantity	Rate	Amount R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	Concrete kerbing (a) Precast kerbing to SABS 927 (2) Figure 7 kerb	m	20		
23.04	Cast in situ concrete chutes (measured by components): (a) Concrete (1) Class 20/20 (b) Formwork (2) F2 surface finish	m ³ m ²	1 10		
Total Carried Forward To Summary					

Contractor

Witness for Contractor

Employer

Witness for Employer



SECTION 3300

Number	Item Description	Unit	Quantity	Rate	Amount R
3300	MASS EARTHWORKS				
33.01	Cut and borrow to fill, including free-haul up to 0.5km				
	(a) Gravel material in compacted layer thickness of 200mm and less:				
	(1) Compacted to 90% of modified AASHTO density	m ³	250		
33/32.06	Stockpiling of material	m ³	360		
33.03	Extra over item 33.01 for excavating and breakingdown material in:				
	(a) Intermediate excavation	m ³	40		
	(b) Hard excavation	m ³	10		
	(c) Boulder excavation class A	m ³	1		
	(d) Boulder excavation class B	m ³	1		
33.04	Cut to spoil, including free-haul up to 0,5 km. Materialobtained from:				
	(a) Soft excavation	m ³	1 260		
	(b) Intermediate excavation	m ³	220		
	(c) Hard excavation	m ³	10		
	(d) Boulder excavation class A	m ³	5		
	(e) Boulder excavation class B	m ³	5		
	Material bladed to windrow	m ³	5		
33.09	Roadbed preparation and the compaction of material	m ³	5		
33.10	(a) Compaction to 90% of modified AASHTO density	m ³	375		
33.13	Finishing-off cut and fill slopes, medians and interchange areas:				
	(a) Cut slopes	m ²	100		
	(b) Fill slopes	m ²	100		
Total Carried Forward To Summary					

Contractor

Witness for Contractor

Employer

Witness for Employer

SECTION 3400

Number	Item Description	Unit	Quantity	Rate	Amount R
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01	Pavement layers constructed from gravel taken fromcut or borrow, including free haul up to 1,0 km				
	(a) Gravel selected layer compacted to:				
	(1) 93% of modified AASHTO density to 150mm layer thickness	m ³	360		
	(2) 95% of modified AASHTO density to 150mm layer thickness	m ³	345		
	(d) Gravel subbase (chemically stabilized material) compacted to:				
	(2) 96% of modified AASHTO density to 150mm layer thickness	m ³	330		
	(f) Gravel base (chemically stabilized material) compacted to:				
	(1) 97% of modified AASHTO density to 150mm layer thickness	m ³	315		
	(h) Gravel wearing course compacted to:				
	(2) 95% of modified AASHTO density to 150mm layer thickness	m ³	20		
Total Carried Forward To Summary					

Contractor

Witness for Contractor

Employer

Witness for Employer

SECTION 3500

Number	Item Description	Unit	Quantity	Rate	Amount R
3500	STABILIZATION				
35.01	Chemical stabilization extra over unstabilized compacted layers				
	(b) Sub-base				
	(2) 150mm thickness	m ³	330		
	(c) Base				
	(2) 150mm thickness	m ³	315		
35.02	Chemical stabilizing agent:				
	(a) Ordinary portland cement	t	40		
35.04	Provision and application of water for curing	kl	50		
Total Carried Forward To Summary					

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SECTION 3900

Number	Item Description	Unit	Quantity	Rate	Amount R
3900	PATCHING AND REPAIRING EDGE BREAKS				
39.01	Sawing asphalt or cemented pavement layers for patching:				
	(a) Sawing asphalt				
	(1) Not exceeding 50 mm	m ²	20		
39.04	Compacting the floor of excavations for patching	m ²	40		
39.05	Cutting back the edges of the existing surfacing for the repairing of edge breaks	m	10		
Total Carried Forward To Summary					

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SECTION 4100

Number	Item Description	Unit	Quantity	Rate	Amount R
4100	PRIME COAT				
41.01	Prime coat:				
	(e) Invert bituminous emulsion (MSP1 or similar approved)	litre	1 600		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	litre	80		
Total Carried Forward To Summary					

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SECTION 4200

Number	Item Description	Unit	Quantity	Rate	Amount R
4200	ASPHALT BASE AND SURFACING				
42.02	Asphalt surfacing				
	(a) Continuously graded				
	(2) Medium graded (bitumen grade 50/70)				
	(iii) 30 mm thick	m ²	70		
42.04	Tack coat of 30% stable-grade emulsion	litre	42		
42.12	Extra over items 42.01, 42.02, 42.10 and 42.11 for placing				
	small quantities of asphalt of less than 10 tons specially	t	1.0		
	produced as specified in subclause 4206(d)				
Total Carried Forward To Summary					

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SECTION 4900

Number	Item Description	Unit	Quantity	Rate	Amount R
4900	SAND SEALS				
49.01	Application of tack coat: (g) 70/100 penetration-grade bitumen	litre	2 745		
49.02	Sand: (a) Applying the sand (b) Brooming the sand back onto the paved surface	m ³	20		
	(i) Mechanically	m ²	980		
	(ii) Manually	m ²	980		
49/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	100		
49/33.11	Three-roller-passes compaction: (a) Vibratory roller	m ²	1 960		
Total Carried Forward To Summary					

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SECTION 5100

Number	Item Description	Unit	Quantity	Rate	Amount R
5100	PITCHING, STONWORK AND PROTECTION AGAINST EROSION				
51.01	Stone pitching: (b) Grouted stone pitching	m ²	10		
51.04	Concrete pitching and block paving (b) Segmental block paving				
	(i) 60mm thick; Type S-A; Class 30/2.0; concrete interlocking	m ²	35		
	(ii) 80mm thick; Type S-A; Class 40/2.6; concrete interlocking	m ²	35		
51.05	Concrete edge beams (Class 25/20)	m ³	0.5		
Total Carried Forward To Summary					

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SECTION 5200

Number	Item Description	Unit	Quantity	Rate	Amount R
5200	GABIONS				
52.01	Foundation trench excavation and backfilling: (b) In all other classes of materials	m ³	5		
52.02	Surface preparation for bedding the gabions	m ²	50		
52.03	Gabions: (a) Galvanized gabion boxes (1) 1,0 m wide by 1,0 m wide (i) by 2,0 m long mesh 80 x 100mm with 2.7mm wire	m ³	8		
	(c) Galvanized gabion mattresses (1) 2,0 m long by 1,0 m wide (i) by 0,3 m deep mesh 80 x 100mm with 2.7mm wire	m ³	12		
52.05	Filter fabric (a) Bidim A4 or similiar	m ²	100		
Total Carried Forward To Summary					

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SECTION 5600

Number	Item Description	Unit	Quantity	Rate	Amount R
5600	ROAD SIGNS				
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi- matt black or in Class 1 retro-reflective material, wherethe sign board is constructed from: (e) SA chromadeck (2,0 mm thick) (1) Area not exceeding 2 m² Extra	m²	3		
56.02	over item 56.01 for using: (a) Background of retro-reflective material of: (3) Class 111 (b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material: (2) Class 111	m²	3		
56.03	Road sign supports (overhead road sign structures excluded): (b) Steel tubing 76.2mm x 3.0mm	t	0.1		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m³	1		
56.06	Extra over item 56.05 for cement-treated soil backfill	m³	1		
Total Carried Forward To Summary					

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SECTION 5700

Number	Item Description	Unit	Quantity	Rate	Amount R
5700	ROAD MARKINGS				
57.02	Retro-reflective road marking paint:				
	(a) White lines (broken or unbroken)				
	(1) 100 mm wide	km	0.6		
	(b) Yellow lines (broken or unbroken)				
	(1) 100 mm wide	km	1.2		
	(d) White lettering and symbols	m ²	12		
57.06	Setting out and premarking the lines (Excluding traffic-island markings, lettering and symbols)	km	2		
57.07	Re-establishing the painting unit at the end of the maintenance period	L/sum	1		
Total Carried Forward To Summary					

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SECTION 5800

Number	Item Description	Unit	Quantity	Rate	Amount R
5800	LANDSCAPING AND PLANTING PLANTS				
58.07	Mowing the grass	ha	0.1		
Total Carried Forward To Summary					

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SECTION 5900

Number	Item Description	Unit	Quantity	Rate	Amount R
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59.01	Finishing the road and road reserve: (b) Single carriageway road	km	0.3		
Total Carried Forward To Summary					

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SUMMARY OF SECTIONS		
SECTION	DESCRIPTION	AMOUNT R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1500	ACCOMMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILIZATION	
3900	PATCHING AND REPAIRING EDGE BREAKS	
4100	PRIME COAT	
4200	ASPHALT BASE AND SURFACING	
4900	SAND SEALS	
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
5800	LANDSCAPING AND PLANTING PLANTS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
	SUB TOTAL (A) (Sum of Sections)	
	ADD: CONTINGENCIES (10%)	
	SUB TOTAL (B)	
	ADD: 15% VAT	
	TOTAL CONSTRUCTION VALUE	

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK
ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS
CONTRACT No. KNP-014-23**

Part C3: Scope of Work

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.6 Annexes

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS

CONTRACT No. KNP-014-23

C3.1 Standard Specifications

The standard specifications on which this contract is based are:

The standard specifications on which this contract is based are the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

- SANS 1921 –1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
- SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.
- SANS 294 (2004) National Treasury: Construction procurement processes, methods and procedures. Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations ,2022

C3.2 PROJECT SPECIFICATIONS

STATUS

The Project Specifications, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Schedule or Rates, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

Contractor

Witness for Contractor

Employer

Witness for Employer

PART A: GENERAL

1	DESCRIPTION OF THE WORKS
1.1	Employer’s objectives
	ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS.
1.2	Overview of the works
	<p>The intention of this tender is to appoint a panel of contractors to conduct road construction, rehabilitation, and maintenance related sub projects on an “as and when” basis for a period of five year.</p> <p>It must be made clear to the tenderers that when appointed to the panel that it does not necessarily mean that work will be available for the extent of the five-year period. Contractors will be appointed to sub projects on an “as and when” basis.</p> <p>Further to the point above, it should be made clear that the appointed contractors will be judged on the performance of the sub projects. Meaning that firstly the contract will be applied when dealing with performance and secondly that further appointments to sub projects will be jeopardized if found to be underperforming.</p>
1.3	Extent of the works
	As above
1.4	Location of the works
	Within the boundaries of the Kruger National Park.
1.5	Temporary works
	As per sub project requirements
2	DRAWINGS
2.1	Not applicable for this project
3	PROCUREMENT
3.1	Subcontracting
3.1.1	Scope of mandatory community participation goals
	<p>1. The criteria as listed below will be part of the tender and contractual conditions:</p> <ul style="list-style-type: none"> a. During construction – Local beneficiation built into the principal contract to include; <ul style="list-style-type: none"> i. 30% of all building and construction materials to be sourced from suppliers within a 150km radius of the nearest entrance gate who have a BBBEE rating of 3 or higher ii. 100% of general and semi-skilled employees to be employed from local communities within a 100 km radius from the nearest entrance gate iii. 50% of skilled and supervisory employees to be employed from local communities within a 100 km radius from the nearest entrance gate iv. 30% of all specialist sub-contractors to be sourced from firms within a 150km radius of the nearest entrance gate who have a BBBEE rating of 3 or higher. <p>2. Should the Contractor fail to achieve the Community Participation Goals (CPG), the following penalties shall be applied:</p> <ul style="list-style-type: none"> a. $(CPG \text{ (required)} - CPG \text{ (achieved)}) / CPG \text{ (required)} \times 2.5\% \text{ of Tender Value}$

Contractor

Witness for Contractor

Employer

Witness for Employer

	<p>b. In the event that the Contractor can motivate that the above-noted CPG's are not achievable or are detrimental to the Construction Programme, it shall be communicated to the Client, who retains the discretion to alter the CPG.</p>
3.1.2	<p>Preferred subcontracting / suppliers n/a</p>
3.1.3	<p>Subcontracting procedures n/a</p>
4	<p>CONSTRUCTION</p>
4.1	<p>Applicable SANS 2001 standards for construction works SANS 10142-1 of 2006 SABS 0400 SANS 1200</p>
4.2	<p>Applicable national and international standards SANS SABS COLTO</p>
4.3	<p>Certification by recognized bodies All certification must be submitted to Technical Services of SANParks for approval</p>
4.4	<p>Agrément certificates Alternative materials with Agrément Certificates must be submitted to Technical Services SANParks for approval prior to work commencing</p>
4.5	<p>Plant materials and equipment supplied by the employer Nil</p>
4.6	<p>Services and facilities provided by the employer</p> <ul style="list-style-type: none"> • Water: Contractor to connect into a metered supply from the Employer who does not guarantee supply. • Electricity: Contractor to connect into a metered supply from the Employer who does not guarantee supply. • Accommodation: No accommodation allowed on site for projects within 40km from entrance gates. • 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
4.7	<p>Other facilities and services All temporary facilities to be provided by contractor</p>
5	<p>MANAGEMENT OF THE WORKS</p>
5.1	<p>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</p>

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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
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is SANParks Technical Services.
4.3.1	<p>The planning, programme and method statements are to comply with the following:</p> <ol style="list-style-type: none"> 1. Immediately on award of the Contract and prior to commencement on site, the Contractor, in conjunction with the Employer’s 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 Employer’s Agent the Programme for the balance of the Works in accordance with the conditions stated below. 2. The Employer’s 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 Employer’s 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 Employer’s Agent. The Programme will be processed on the Employer’s 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 Employer’s 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.

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		<p>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 Employer's Agent, and suitably recorded in the Programme.</p> <p>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 Employer's Agent for such changes, clearly identifying the reasons for requiring such change. The Contractor and Employer's Agent shall thereafter agree such changes, if any. Should the Employer's 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 Employer's 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 Employer's Agent together with associated effects shall be incorporated in a revision to the Programme.</p> <p>8. The Contractor and the Employer's 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.</p> <p>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 Employer's Agent. Such Working Programmes shall at all times relate to the constraints of the current Programme.</p> <p>10. Notwithstanding anything to the contrary contained herein the Employer's 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 Employer's Agent, requires to be expedited.</p> <p>11. Should the Contractor and/or Employer's Agent be of the opinion that such instruction warrants a revision to the Programme, then the provisions of 7 above shall apply.</p> <p>12. Should it appear, in the Employer's 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 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 Employer's Agent.</p>
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Contractor

Witness for Contractor

Employer

Witness for Employer

	4.3.2	<p>1. The Contractor is required to identify and provide the employer with material procurement and construction lead in periods for the following aspects:</p> <p>1.1 Building Information</p> <p>1.1.1 Foundation Layouts (Setting Out)</p> <p>1.1.2 Reinforcing Schedules</p> <p>1.1.3 Concrete Layouts (including pile caps, ground beams, columns, beams, stairs, etc.)</p> <p>1.1.4 Concrete Details</p> <p>1.1.5 Paint Specifications</p> <p>1.1.6 Metal Work etc.</p> <p>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:</p> <p>2.1 Sundry Fittings</p> <p>2.2 Sundry Metalwork</p> <p>2.3 Sundry Builder's Work</p>
	4.3.3	The notice period for inspection is 14 days.
	4.7.3	Blasting operations will not be allowed.
	4.9.3	Specific requirements of the employer are described in the scope of work.
	4.12.2	<p>The contractor will provide representative samples of materials, workmanship and finishes as the Employer's Agent may require.</p> <p>Upon request of Employer's Agent</p>
	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	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <p>Nil</p>
	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	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <p>Nil</p>
	4.17.3	Services which are known will be pointed / are to be pointed out on site by the Employer.
	4.17.4	<p>The requirements for detection apparatus are:</p> <p>No as-built drawings exist</p>
	4.18	<p>The following standards and specifications shall be in addition to the provisions of 4.18:</p> <p>The Occupational Health and Safety Act 85 of 1993 and its Construction Regulations 2014. Said act and regulations are not attached.</p> <p><u>Health and Safety Specifications for SANParks (all construction activities).</u> Said Specification is attached as Annexure A of the Scope of Work.]</p>

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4.19	<p>The following standards and specifications shall be in addition to the provisions of 4.19:</p> <p>1. The <i>Environmental Management Plan (EMP) for Development Activities in South African National Parks</i>. Said specification is attached as Annexure B of the Scope of Works.</p>
4.22	<p>The works to be undertaken by nominated and selected subcontractors comprise:</p> <p>Nil</p>
Variations	
1	<p>Replace 4.1.9 with the following:</p> <p>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.</p>
2	<p>Replace 4.9.3 with the following:</p> <p>Trees and shrubs shall not be removed, cut back or disturbed in any way without the consent of the Employer's Agent. Specific requirements of the employer are described in the Scope Of Works.</p>
3	<p>Replace the heading of 4.12 with the following:</p> <p>"4.12 Materials, samples, fabrication drawings and overloading."</p>
4	<p>Include the following after 4.1.2.5</p> <p>"4.12.6 Overloading</p> <p>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."</p>
Additional Clauses	
1	<p><u>Prime Cost Amounts</u></p> <p>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.</p>
2	<p><u>Cash flow predictions</u></p> <p>The contractor shall provide all reasonable assistance to the Employer's 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.</p>
3	<p><u>Protection/isolation of existing /sectional occupied works</u></p> <p>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.</p>
4	<p><u>Security of the works</u></p> <p>The contractor shall take all appropriate measures for general security of the works.</p>
5	<p><u>Minimum requirements for construction equipment</u></p> <p>Construction equipment must comply with all relevant legal requirements and must be adequate to execute the works.</p>
6	<p><u>Deposits and fees</u></p>

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Witness for Contractor

Employer

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		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	<p><u>Water and electricity</u></p> <p>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:</p> <p>a) water : C</p> <p>b) electricity : C</p>	<table border="1"> <thead> <tr> <th rowspan="2">Service</th> <th colspan="3">Option</th> </tr> <tr> <th>A</th> <th>B</th> <th>C</th> </tr> <tr> <td></td> <th>Contractor responsibility</th> <th>Employer responsibility</th> <td></td> </tr> </thead> <tbody> <tr> <td>Water</td> <td>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.</td> <td>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.</td> <td>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.</td> </tr> <tr> <td>Electricity</td> <td>The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / Eskom for the works at his own cost.</td> <td>The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / Eskom for the works at his own cost.</td> <td>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.</td> </tr> </tbody> </table>			Service	Option			A	B	C		Contractor responsibility	Employer responsibility		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 from 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 from 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.
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5.2.2	<p>Code of Conduct for working in the SANParks</p> <p>The document <i>Code of Conduct for working in the SANParks</i> is applicable to this contract, and is attached as Annexure D.</p>																						
5.3	<p>Unauthorized Persons On Site</p> <p>The Contractor shall at all times strictly exclude all unauthorized persons from the Works.</p> <p>No workmen or laborers 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.</p> <p>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 Employer's Agent.</p>																						
5.4	<p>Quality plans and control</p> <p>Quality inspections will be held at regular intervals. The contractor must notify the Employer's Agent of any closure of works which must be inspected to confirm quality.</p>																						
5.5	<p>Accommodation of traffic on public roads occupied by the contractor</p> <p>Applicable – contractor to allow in applicable rates of roadworks section</p>																						
5.6	<p>Other contractors on site</p>																						

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	n/a
5.7	<p>Testing, completion, commissioning and correction of defects</p> <p>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:</p> <ul style="list-style-type: none"> • 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	<p>Product warranties, guarantees and maintenance instructions/manuals</p> <p>The Contractor shall obtain and hand over to the Employer's Agent on Practical Completion all relevant product warranties and guarantees, any operating and maintenance instruction manuals, data or instructions required by the Employer's Agent or provided by manufacturers, suppliers or Subcontractors.</p> <p>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.</p>
5.7.2	<p>Security at completion</p> <p>At completion, the Contractor shall leave the Works secure with all accesses locked. The Contractor shall account for and hand over to the Employer's Agent all keys, properly labelled with an itemized schedule to be signed by the Employer's Agent as receipt.</p>
5.8	<p>Recording of weather</p> <p>A record of rain and all other inclement weather should be kept on site.</p>
5.9	<p>Format of communications</p> <p>All site instructions should be in writing on the prescribed format and will not be an approved site instruction until the Employer's Agent has signed it.</p> <p>All notifications of inspections and all requests for information should be in writing.</p>
5.9.1	<p>Site Instructions</p> <p>Contract Instructions issued on Site are to be recorded by the Employer's Agent in a Site Instruction Book which will be issued by the Employer's Agent and which shall be maintained on Site. Only Site Instructions issued in such book will be effected by the contractor.</p>
5.10	<p>Management meetings</p> <p>The schedule for the site meetings will be agreed upon at the site hand-over meeting.</p>
5.10.1	<p>Progress Meetings</p> <p>The Employer's 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</p>

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	specifically requested by the contractor or Employer’s Agent. The Employer’s Agent shall record and distribute the minutes of the meetings.
5.10.2	Technical meetings At the instance of the Employer’s 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 shall complete the SANParks Supplier Registration Forms 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. A 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 Employer’s Agent.
5.15	Payment certificates The Employer’s 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 Contractor to allow for cost of permits in his rates and preliminary and general items.
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
ANNEXURES	
A	Health and Safety Specifications for SANParks (all construction activities)
B	Environmental Management Plan (EMP) for Development Activities in South African National Parks.
C	Code of Conduct for working in the SANParks
D	Local Beneficiation Goals

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PS-1 PROJECT DESCRIPTION

1.1. Employer’s objectives

To appoint a panel of contractors to undertake road construction, rehabilitation and maintenance related sub projects on an “as and when” basis for a period of five years.

It must be made clear to the tenderers that when appointed to the panel that it does not necessarily mean that work will be available for the extent of the five-year period. Contractors will be appointed to sub projects on an “as and when” basis.

Further to the point above, it should be made clear that the appointed contractors will be judged on the performance of the sub projects. Meaning that firstly the contract will be applied when dealing with performance and secondly that further appointments to sub projects will be jeopardized if found to be underperforming.

The criteria as listed below will be part of the tender and contractual conditions:

- a. During construction – Local beneficiation built into the principal contract to include;
 - i. 30% of all building and construction materials to be sourced from suppliers within a 150km radius of the nearest entrance gate who have a BBBEE rating of 3 or higher
 - ii. 100% of general and semi-skilled employees to be employed for local communities within a 100 km radius from the nearest entrance gate
 - iii. 50% of skilled and supervisory employees to be employed for local communities within a 100 km radius from the nearest entrance gate
 - iv. 30% of all specialist sub-contractors to be sourced from firms within a 150km radius of the nearest entrance gate who have a BBBEE rating of 3 or higher.

Should the Contractor fail to achieve the Community Participation Goals (CPG), the following penalties shall be applied:

- b. $(CPG \text{ (required)} - CPG \text{ (achieved)}) / CPG \text{ (required)} \times 2.5\%$ of Tender Value
- c. In the event that the Contractor can motivate that the above-noted CPG's are not achievable or are detrimental to the Construction Programme, it shall be communicated to the Client, who retains the discretion to alter the CPG.

1.2. Location of site

Within the boundaries of the Kruger National Park.

1.3. Access to site

Access to the site will be through the official Kruger Park Gates,

1.4. Extent of the works

- A term service contract for a period of five years to provided roads related works in the Kruger National Park.
- The extent of these works shall be expanded on an as-and-when needed basis.

1.5. Drawings

N/A

1.6. Procurement

1.6.1. Subcontracting

As per the community participation goals

1.6.2. Preferential procurement procedures

Preference is given on the basis of the BBBEE status of the tenderer as well as local based contractors.

1.7. Construction

1.7.1. Applicable SANS 2001 standards for construction works

There are no SANS 2001 standards applicable.

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Contractor

Employer

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Employer

1.7.2. Applicable national and international standards
The relevant provisions of the Colto Standard Specification for Road and Bridge Works for State Authorities (1998 edition) shall apply to the contract.

PS-2 Details of the Works

A brief detail of the works for which this specification is applicable is as follows:

2.1. Structural Works

As per sub project

2.2. Roadworks

As per sub project

2.3. Drainage

As per sub project

2.4. Ancillary works

As per sub projects

2.5. Traffic Accommodation

Where applicable, temporary gravel deviations should be constructed within or near the road reserve where possible.

2.6. Nature of ground conditions and subsoil conditions

To be determined on an as-and-when basis.

2.7. Climatic conditions

To be determined on a per project basis.

2.8. Community Liaison

All community liaison will be directed through SANParks People and Conservation Department, specifically the respective sections of the Department located within the Kruger National Park. The delegated representative from the People and Conservation Department in the Kruger National Park will ensure that all relevant structures and communication protocols are in place in terms of SANParks social responsibility initiatives.

2.9. Construction in confined areas

It may be necessary for the Contractor to work within confined areas. No additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the Colto Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

PS-3 Construction and Management Requirements

3.1. General

The Contractor is referred to **COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition)**. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

[Signature box for Contractor]

Contractor

[Signature box for Witness for Contractor]

Witness for Contractor

[Signature box for Employer]

Employer

[Signature box for Witness for Employer]

Witness for Employer

The Contractor is referred to **SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts**. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

3.1.1. Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce there from all further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Representative of Engineer to complete the as-built drawings shall be made available to the of Engineer before the completion certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

3.2. Responsibilities for design and construction (Read with SANS 1921 – 1:2004 Clause 4.2)

3.2.1. Engineer

The engineer responsible for the design in accordance with the specifications will be: SANParks or any such delegated person.

3.3. Planning and Programme

(Read with SANS1921-1:2004 clause 4.3)

3.3.1. Preliminary programme

The Contractor shall supply a programme on an as-and-when needed basis for this works. The programme shall be in the form of a simplified gantt chart with sufficient details to show clearly how the works will be performed within the time for completion and Client priorities as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

The following constraints shall be considered in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme:

- a) The Contract period is to be negotiated when required.
- b) Plant and personnel requirements to complete the project must be incorporated in the Tender.
- c) Sourcing of on-site (borrow-pits provided) gravel materials for pavement layers.
- d) Sufficient time for obtaining a mandatory Construction Works Permit

3.3.2. Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be

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submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to Clause 5.7.3 of the General Conditions of Contract 2015.

3.4. Quality Assurance (QA)

(Read with SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end, it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Representative of the Engineer to act as foreman or surveyor.

3.5 Method Statement

The Contractor will submit a detailed work method statement to be approved by the Employer's Agent prior to commencing with the execution

Method statements should consist of at least (but not restricted to) the following:

- Site specific details
- Personnel responsible (organogram)
- Risk assessment
- Prestart checks and information transmittals
- Description activities
- Sequence activities
- Plant details
- Staff details
- Materials details
- Health and Safety considerations
- Hold points

Failure to submit an approved work method statement will result in no work commencing for that activity.

3.6. Management and disposal of water

Read with SANS 1921 - 1: 2004 clause 4.6

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

3.7. Earthworks

(Read with SANS 1921 - 1: 2004 clause 4.10)

Borrow pits and spoil areas

Provisional borrow pits to be identified if needed.

No spoil sites available inside the Kruger Park. The Contractor shall procure sites outside of the park in negotiation with SANparks management and the Engineer.

Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the Kruger Park Management.

3.8. Testing

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3.8.1. Process control
The Contractor shall arrange for all tests required for process control to be done to ensure compliance with the requirements of the specifications. The cost of process control is deemed to be included in the rates, and no special pay item is provided for such.

3.8.2. Acceptance control
The process control test results submitted by the Contractor for approval of materials and workmanship will be considered by the Engineer in his appraisal for acceptance. However, the Engineer shall commission further acceptance control testing by the Engineer's laboratory. The cost of such acceptance control testing is carried by the Employer.

3.9. Site Establishment
(Read with SANS 1921 - 1: 2004 clause 4.14)

3.9.1. Contractor's camp site and depot
The Contractor is responsible to provide a suitable site for his camp. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer and the Employer. The Contractor shall conform to all SANParks, environmental and industrial regulations.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

3.9.2. Power Supply
The Contractor shall make his own arrangements concerning the supply of electrical power at the contractor's campsite. No direct payment shall be made for the provision of electrical services. Electrical power cannot be guaranteed by the Client. During power failures and shortages, the Contractor must make his own arrangements for the provision of electricity. No extension of time or other claims will be considered due to power failures.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

3.9.3. Water Supply and Sewer
The Contractor shall erect and maintain on the site proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works it from the site.

The Contractor shall make his own arrangements concerning the supply of water and sewer disposal at the contractor's campsite. No direct payment shall be made for the provision of water or sewer disposal.

The Contractor shall make his own arrangements concerning the provision of water for construction purposes. The availability of water cannot be guaranteed by the Municipality and in the event of water no longer being freely available, the Contractor must make his own arrangements to acquire it.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The Contractor will be held responsible for any wastage of water due to negligence.

3.9.4. Accommodation of Employees

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No employees will be allowed to sleep or be accommodated on the site, unless otherwise approved by the Employer.

The Contractor shall make his own arrangements to house his permanent employees and to transport them to site. The contractor shall also make arrangements regarding transport of local temporary labour to and from site. No additional payment shall be made for transport of labour to and from site, and the rates shall be deemed to include the cost of transportation.

No informal housing or squatting will be allowed on the site. The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

3.9.5. Water for construction

The Contractor shall make his own arrangements concerning the supply of water for construction. No direct payment shall be made for the provision of water.

The availability of water cannot be guaranteed by the Client and in the event of water no longer being available, the Contractor must make his own arrangements to acquire it.

The rates tendered for the relevant items in the schedule of quantities shall include all costs for the establishment and maintenance of water supply for the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The Contractor will be held responsible for any wastage of water due to negligence.

3.9.6. Facilities for the Engineer

No facilities are required for the Engineer or his Representative.

3.9.7. Telephone Facilities

Telephone and facsimile facilities are not required on the site

3.10. Survey beacons

Read with SANS 1921 - 1: 2004 clause 4.15

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as benchmarks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

3.11. Existing Services

Read with SANS 1921 - 1: 2004 clause 4.17

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

3.12. Health and Safety

(Read with SANS 1921 - 1: 2004 clause 4.18)

3.12.1. General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued by the Department of Labour.



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For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4.

3.12.2. Health and Safety Specifications and Plans

a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Part E of the Project Specifications.

b) Tenderer's Health and Safety Plan

The Tenderer shall submit before commencement of his works his own documented Health and Safety Plan for the execution of the works under the contract. The Health and Safety Plan must comply with the employer's specification, at least cover the following:

- i. a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- ii. pro-active identification of potential hazards and unsafe working conditions;
- iii. provision of a safe working environment and equipment;
- iv. statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- v. monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- vi. details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- vii. Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

3.12.3. Cost of compliance with the OHS Act Construction Regulations

The rates and prices (Part B of the project specifications) tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as well as the Mine Health and Safety Act as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

3.13. Management of the Environment

Read with SANS 1921 - 1: 2004 clause 4.19

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be

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disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

The contractor shall engage actively in the local fire protection and disaster management structures.

c) Environmental Management Plan

In addition to the above, all requirements according to the Environmental Management Plan as detailed in Annexure B, shall be adhered to.

3.14. Requirements for Accommodation of Traffic

Read with SANS 1921 - 2: 2004

Payment

The Contractor's tendered rates for the relevant items in the Schedule or Rates shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

a) Environmental Management Plan

In addition to the above, all requirements according to the Environmental Management Plan attached hereto.

PS-4 Labour Intensive Specification

4.1. Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period after 1 April 2004, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 4CE or higher and 4CE or higher shall have personally completed, or for the period after 1 April 2004 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period after 1 April 2004 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	

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		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

Employment of unskilled and semi-skilled workers in labour-intensive works

4.1.1. Requirements for the sourcing and engagement of labour

4.1.1.1. Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and the specifications.

4.1.1.2. The rate of pay set for a day task is a minimum of **R208,00**.

4.1.1.3. Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

4.1.1.4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4.1.1.3.

4.1.1.5. The Contractor shall, through the Community Structure, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

4.1.1.6. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 40% women;
- b) 20% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

4.1.2. Specific provisions to training

The skills audit conducted by the Project Steering Committee and the appointed Social Facilitator will inform the Contractor's training programme. The contractor shall hence design a training programme for labour and entrepreneurs and submit it to the Engineer for approval. This programme will be provided by commercial training institutions on a quotation basis. This category of training paid under the contract, must be endorsed by the Engineer prior to the appointment of the training institutions. This category of training shall be only CETA accredited training (NQF levels 1 to 4) covering the courses of special skills, construction supervisors, and construction contractors.

The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

An allowance equal to 100% of the daily rate shall be paid by the contractor to workers who attend formal training. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more. The contractor shall do nothing to dissuade targeted labour from participating in training programmes.



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Proof of compliance with the requirements of the above must be provided by the Contractor to the Employer prior to submission of the final payment certificate. The payment arrangements for this category of training are set out in part B of the project specifications.

PS 5 SUPPLY OF MATERIALS

All material to be used in the Works is to be supplied by the Contractor. No additional haulage/overhaul will be payable to the Contractor. All costed to be covered in his tendered rates.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The Schedule or Rates is provisional.

PS 6 EXECUTIONS OF THE WORKS

6.1 Inspection by the Employer's Agent

No portion of the work shall be proceeded with until the Employer's Agent or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

6.2 Certificate of Completion

When all the work under the Contract have been completed to the entire satisfaction of the Employer's Agent, he will issue a certificate of completion to the Contractor informing the Contractor of the date the date at which the works are deemed to be completed and accepted by the Employer.

The sureties provided by the Contractor for the fulfilment and completion of the Contract in terms of the Form of Agreement will be released upon the issue of the Certificate of Completion.

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PART B: Amendments to the Standard and Particular Specifications

B1: PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the standard, standardised and particular specifications, allowance is made for a choice to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains the necessary additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the relevant clause or payment item in the standard specification.

The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

The following Standard and Particular Specifications, as bound in this document, and as amended in Portion 2 of the Specification Data, shall apply:

No. of pages

CODE OF CONDUCT FOR WORKING IN THE NATIONAL PARKS	9
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	26
ENVIRONMENTAL MANAGEMENT SPECIFICATION	24

In all cases where reference is made in COLTO to the “General Conditions of Contract” this will refer to the “General Conditions of Contract for Construction Works” 3rd Edition 2015. Reference made to a specific Clause in COLTO must be cross-referenced from the GCC 2015 to the specific Clause number in GCC 2015.

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SECTION 1100: DEFINITION AND TERMS

In all cases where “Directorate Transport Planning” appears in the text or in drawings contained in this document it shall be read as “SANPark”.

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

AMEND THE FOLLOWING CLAUSE:

B1229 SABS CEMENT SPECIFICATIONS

REPLACE THE LAST PARAGRAPH OF THIS CLAUSE WITH THE FOLLOWING:

“Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SANS 50197-1 : 2013: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SANS 50197-1 : 2013 Cement-composition, specifications and conformity criteria.

Part 1: Common cements.
 Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5R
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

Only approved CEM I or CEM II type cements must be used for all reinforced concrete construction”

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SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND

GENERAL OBLIGATIONS

B1303 PAYMENT

CHANGE FOLLOWING ITEMS IN CLAUSE 1303:

<u>ITEM</u>	<u>UNIT</u>
(a) Fixed Obligations	%
(b) Value-related obligations	%

CHANGE FIRST PARAGRAPH TO READ

"Payment of tendered subitems (a) and (b) to be stated as a percentage of the total cost of the tender, and the rate per month for subitem (c) shall, (*continue*)"

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Part C4: Site Information

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C4.1: Site Information

C4.1.1 SCOPE

General Scope of Works for Road Tender SANPARKS Proforma

Road works will be carried out to create new or maintain roads in a serviceable condition.

The following new works can be expected to be covered under this project, but are not limited to:

- a) clearing and grubbing of areas,
- b) removing trees and vegetation,
- c) mass earthworks,
- d) installation of stormwater pipes and / or culverts and related stormwater infrastructure,
- e) surfacing of roads by concrete, bituminous and segmented block paving,
- f) construction of unsurfaced (gravel wearing course) roads complete with pavement layerworks,
- g) widening of existing road lanes,
- h) installation of kerbing to roads,
- i) installation of general road furniture and ancillaries,
- j) applying road paint markings,
- k) installation of road signs, and
- l) finishing road verges.

Road maintenance and rehabilitation works will be carried out which will include, but are not limited to:

- a) resurfacing of roads,
- b) filling of potholes,
- c) crack sealing,
- d) grading of gravel roads,
- e) removing debris from roads and drainage structures,
- f) bush clearing,
- g) strengthening bridges and culverts,
- h) repairing cut and fill slopes and embankments,
- i) clearing of verges,
- j) repainting of road marking and lines,
- k) replacing damaged guardrails,
- l) repairing flood damaged stormwater infrastructure
- m) opening and / or clearing of hydraulic structures, and
- n) upgrading of drainage systems.

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Annexure A

Health and Safety Specifications for South African National Parks

**ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL
PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS**

CONTRACT No. KNP-014-23

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**HEALTH & SAFETY
SPECIFICATIONS
FOR**

**ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN
THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED
BASIS FOR A PERIOD OF FIVE YEARS**

CONTRACT No. KNP-014-23



Date: March 2024
Contact person: Dipontsho Mulaudzi

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Health & Safety Specification: KNP-014-23

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Contractor

Employer

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Employer

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.

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 an instruction 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

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Contractor

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Witness for Contractor

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Employer

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Witness for Employer

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)
 - Hazardous Chemical Substance Regulations (GN R930, 25 June 2003)
 - Hazardous Biological Agents Regulations(GN R 1390, 27 December 2001)
- Basic Conditions of Employment Act (Act 75 of 1997)
- SANParks Environmental Management Plan
- 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;

"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;

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"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;

"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 –

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- 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 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.

- 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.

A contractor must prior to performing any construction work-

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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

It must be noted that from August 2015 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:

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- Exceeds 180 days
- Will involve more than 1800 person days of construction work
- Works contract is of a value equal to or exceeding thirteen million rand, or Construction Industry Grading Board (CIDB) grading level 6

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.

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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 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

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- 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

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.

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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 db; 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

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;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;

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- 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 contractor 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;

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Witness for Employer

- 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;
- 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;
- 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;

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- 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 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,

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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 Tunneling

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

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- 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

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

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.

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Witness for Contractor

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Witness for Employer

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

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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.

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 onsite 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;

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- 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

6. TRAINING, 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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Contractor

Employer

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Employer

ANNEXURE A

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

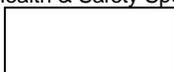
Item No.	Health and Safety Specification Requirement	OHSA Requirement	Submission date
1	Notification of Intention to Commence Construction	Construction Regulation 2014	At least 7 days before commencement on site
2	Construction Work Permit	Construction Regulation 2014	At least 30 days prior to project commencement
3	Assignment of Responsible Person to Manage Road 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, Fall Protection Plan, Demolition Method Statement	Client / Client Agent requirement	Before commencement on site

ANNEXURE B: APPOINTMENTS

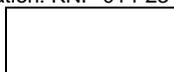
The Contractor shall make the following appointments:

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))

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Contractor



Witness for Contractor



Employer



Witness for Employer

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)

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Contractor

Witness for
Contractor

Employer

Witness for
Employer

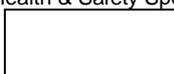
7. PROJECT DETAILS

PROJECT DIRECTORY:		
Client	Kruger National Park (KNP) Private bag X403, Skukuza 1350 Managing Executive	
Client Agent	Technical Services - KNP Private bag X403, Skukuza 1350 Contact: Mr Bharat Gulab	Tel: 013 735 4278 Fax: 013 735 4044 email: brarat.gulab@sanparks.org

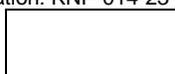
PROJECT DETAILS:
Description of Works ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS
Anticipated Construction Duration 5 years
Provisional Start Date To be advised
Completion Date To be agreed

EXISTING ENVIRONMENT:
Hazards particular to this project by virtue of location: 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 public, tenants and traffic Surrounding premises occupied: All necessary steps to be taken to take into consideration that surrounding premises will be occupied during construction period.
Overhead, Above Ground and Underground Services crossing the site: Overhead: Not Applicable Underground: Not Applicable Ground Level: Not Applicable Services Drawings available Not Applicable 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 chalets are in existing rest camp and some surrounding buildings will be occupied during construction phase.

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Witness for
Contractor

Employer

Witness for
Employer

Existing ground conditions and ground survey report:

There is no Geo Tech report available.

Site conditions will vary from location to location and to be assessed at each site

Existing Traffic Systems:

Conditions: Tar roads to most sites. Gravel roads to some sites.

Restrictions to access: Applicable

Speed restrictions: Normal road restrictions: 40km/h

PROJECT HEALTH AND SAFETY REQUIREMENTS:**Significant health and safety hazards identified by Designer and Client Agent:**

Working at Heights: With the upgrade of at various sites, the Principal Contractor must ensure that all registers and scaffolding being used is according to SANS 10085.

Accommodation of Traffic (Management Plan): The Principal Contractor must supply a proper and comprehensive Traffic Management Plan for the deliveries of supplies and materials to the various sites and for accommodation of traffic in construction areas.

Members of the Public: The works is in a very 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.

Normal construction hazards expected are as follow:

Bricklaying

Bruch Cutting

Compacting and filling / Compactors Operations

Concrete / Concrete pumping

Electric Tools & Electrical Installations

Excavations

Fire

Hand Tools

Hazardous Substances

Kerb Laying

Manual Handling of plant/material/equipment

Members of public

Metal work

Noise and Dust

Painting

Plant / Vehicle and Equipment Operations

Plastering

Plumbing

Road Construction

Road Markings

Scaffolding

Site Establishment

Steel fixing

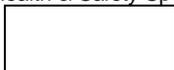
Temporary Works

Traffic Management

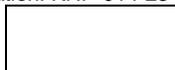
Transportation of workers

Working at heights

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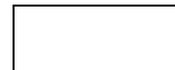
Contractor



Witness for
Contractor



Employer



Witness for
Employer

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 - Authorization in writing by competent person

GENERAL ARRANGEMENTS

Restrictions on times:	Monday - Friday 08:00 to 17:00	Saturday 07:00-13:00
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	
Site camp location and set up:	Restrictions/requirements, storage areas and security to be advised in consultation with Employer's 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 EMP and Code of Conduct	

PROTECTION OF SITE AGAINST UNAUTHORIZED ACCESS BY PUBLIC

Excavation Fencing: Note that some excavations will be accessible to the public, or adjacent to public roads / through fares, and suitable precautionary measures must be taken. Construction sites are to be fenced off with ready fencing. There needs to be access control as well as security personnel on site at all times.

General Fencing of Site: Note that construction site must be **fenced off** and have controlled access point.

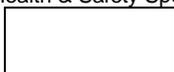
Warning Notices: Construction site, Visitors to report to the site office. Pedestrian arrow signage towards the other side of the road, Fire Extinguisher, First Aid, Emergency Assembly area and Emergency telephone numbers. Reflective vests, safety boots and dust masks signage to be displayed.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

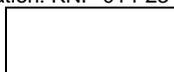
The Client requires the Contractor to ensure that employees (and other under his/her control) wear the following minimum PPE:

Overalls:	Yes, required
Safety Harnesses:	May be required
Hard Hats:	Yes, required

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Contractor



Witness for
Contractor



Employer



Witness for
Employer

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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Contractor

Witness for Contractor

Employer

Witness for Employer

Baseline Risk Assessment Roads

PROJECT: KNP-014-23 ROAD CONSTRUCTION, REHABILITATION AND MAINTENANCE IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS

Risk Rating is measured by determining the Likelihood (L) and Consequence (C) and using the Matrix to determine the Risk Rating (R).

Risk Ranking below 10 is deemed Tolerable, between 11 and 19 is deemed Medium Risk and above 20 is deemed High Risk

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
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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A5	Traffic	Equipment interaction	3	4	18	Construction Regulation 23(1)(d)(i)(ii)	Traffic management plan
		Pedestrian collision	3	4	18	Construction Regulation 23(2)(c)	Pedestrians Walkways
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 fire fighting 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 & Fire fighting 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
A12	Adverse storms	Struck by lightning	2	5	19	Induction Training Safe Operation Procedure	Proper warning system

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	A13	Adverse heat	Dehydration, Sunburn, heat stroke	3	4	18	Induction Safe Operation Procedure	Training	Proper drinking water, PPE
	A14	Working in excessive winds	Exposure to dust	3	4	18	Hazardous Chemical Regulation (36)(37)(38)	Substances	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 fire fighting 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 Plan		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 Plan		Induction Training, SANParks ranger where required, Proper treatment in first aid kit	
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

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Contractor

Witness for Contractor

Employer

Witness for Employer

	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
	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
			Defective tools	4	3	17	Safe Operation Procedure	Supervision
			Struck by flying debris	3	3	13	Safe Operation Procedure	PPE

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Contractor

Witness for
Contractor

Employer

Witness for
Employer

	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	Angle Grinder	Cutting disc cracked and breaks	3	3	13	Safe Operation procedure, Toolbox Talks	PPE, Supervision
			Shaving flying into eyes	3	3	13	Electrical Machinery Regulations 10(3)	PPE, Supervision
			Exposure to noise	3	3	13	Noise Induced Hearing Loss Regulations (7)(1)(a)(b)(c)(d)	PPE
			Vibration	2	2	5	Safe Operation procedure, Toolbox Talks	
			Accidental injury	4	3	17	Safe Operation procedure, Toolbox Talks	PPE, Supervision
			Electrocution	3	5	22	Electrical Machinery Regulations 10(1)(a)(b)	Tool inspection register
	D4	Other electrical portable hand tools	Electrocution	3	5	22	Electrical Machinery Regulations 10(1)(a)(b)	Tool inspection register, inspect extension cord
			Exposure to noise	3	3	13	Noise Induced Hearing Loss Regulations (7)(1)(a)(b)(c)(d)	PPE
			Vibration	2	2	5	Safe Operation procedure, Toolbox Talks	
			Accidental injury	4	3	17	Safe Operation procedure, Toolbox Talks	PPE, Supervision
			Shaving flying into eyes	3	3	13	Safe Operation procedure	PPE, Supervision
	D5	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

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Contractor

Witness for Contractor

Employer

Witness for Employer

			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
			Snakes/ Spider bites	3	3	13	SANParks Environmental Management Plan	Induction Training, Proper First Aid treatment available
			Dangerous animals in vicinity	3	3	13		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/ milling	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

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Contractor

Witness for Contractor

Employer

Witness for Employer

Excavation & backfilling							
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 Plan	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	Use of Jackhammer	Exposure to excessive noise	3	3	13	Noise Induced Hearing Loss Regulations 7(1)(a)(b)(c)(d)	PPE
		Injury due to malfunction of equipment	3	3	13		Inspection Register
		Exposure to prolonged vibration	3	3	13		
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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Contractor



Witness for Contractor



Employer



Witness for Employer

Installation of pipes/cables	G1	Installation of subsoil drain pipes in trenches	Fall, slip into trench	4	3	17	Electrical Installation Regulations(5)(1)(2)	Barricade trench, PPE
			Exposure to hazardous biological agents	3	3	13	Hazardous Biological Agent Regulations 5(2)	Induction training, PPE
			Pipe handling/lifting resulting in injury	3	3	13		Induction training, PPE
Temporary Works	H1	Shoring/formwork/ Shuttering	Collapse of equipment	3	3	13	Construction Regulation 12(1)(2)	Built by competent person, PPE
			Injury during assembly/dismantling	3	3	13	Construction Regulations 12(3)(a)	Induction Training, PPE, Supervision
			Failure of equipment	3	3	13		Inspection register
			Collapse/bursting of structure	2	3	9	Construction Regulation 12(3)(c)(f)	Design of structure to be loaded to be approved by competent designer
			Inaccessibility to work area	2	3	9		Adequate safe access provided
			Fall, slip from shoring/formwork	3	3	13	Construction Regulation 10(1)(b):(2)(a)(b)	Fall Protection Plan, PPE, safety nets
			Falling material from height	4	3	17		PPE, safety nets
			Cuts and abrasions from splinters and nails	4	2	12	Construction Regulations 12(2)	PPE
	H2	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)		
Concrete	I1	Manual Mixing	Cement dust inhalation	3	2	8	Hazardous Chemical Substances Regulations 8(a)(b)(c)	Material Safety Data Sheet, PPE, Supervision
			Hazardous substance contact - dry cement mix	3	3	13		PPE, Induction Training

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			Spillage/ pollution	3	3	13	Hazardous Chemical Substances Regulations 9A(2); 2; and Material Data Sheet	PPE, Concrete mixing sheet
			Injury during mixing/ cement burns	3	3	13		Induction supervision,PPE Training,
	I2	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	Hazardous Chemical Substances Regulations 10(3)	Induction training, supervision
			Spillage/ pollution	4	3	17		PPE, Concrete mixing sheet
			Clothing/body parts getting caught in open pulley. V-belts ect	3	3	13		Induction training, inspection register, all moving parts covered with guard
	I3	Exposure to Hazardous chemical substances	Exposure	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	PPE
			Burns to Skin	3	3	13		
			Inhalation	3	3	13		
Working at heights	J1	Climbing up and down equipment	Fall from equipment	4	3	17	General Safety Regulations (6)	Induction, PPE, Fall Protection plan
			Equipment used for incorrect purposes	3	3	13		Induction training, supervision
			Equipment failure resulting in injury/damage	3	3	13		Inspection register
	J2	Working on Scaffolding	Collapse of Scaffolding	3	3	13	Construction Regulation 16(1)	Competent scaffold erector, inspection register
			Person slipping/falling from scaffolding	4	3	17	Construction Regulation 16(2)	Fall protection plan, safety harnesses, barricades
			Falling objects from scaffolding causing injury/damage	4	3	17	Construction Regulation 16(1)(2)	PPE, safe work area, catch nets
			Scaffolding used for incorrect purpose	3	2	8		Induction Training, supervision
			Sharp edges causing injury	3	2	8		Eliminate or clearly mark edges
J3	Working on Ladders	Fall from ladder	4	3	17	General Safety Regulation 13A(4)(a)(b)	PPE, safety harness, Fall protection plan	

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			Ladder not secure - slip	3	3	13	General Safety Regulation 13A(2)(a)(b)	Secure ladder
			Ladder damaged or substandard	3	3	13	General Safety Regulation 13A(2)(a)(b)	Ladder inspection Register
			Ladder used for incorrect purpose	3	2	8	General Safety Regulation 13A(3)(a)(b)	Induction Training, supervision
	J4	Working on the side of a mountain	Slip and fall	4	3	17	General Safety Regulations (6)	Fall protection plan, safety harnesses, barricades
Work in Confined Spaces	K1	Confined Spaces	Lack of oxygen	2	3	9	General Safety Regulations 5(1)	Additional ventilation
			Intoxicating Fumes	2	3	9	General Safety Regulations 5(1)(2)(a)(b)	Respiratory masks
Construction	L1	Bricklaying	Injury due to sharp bladed tools	3	3	13	Occupational Health and Safety Act 14(d)(e)	PPE, Induction Training
			Injury due to hauling of bricks	4	3	17		PPE, Induction Training
			Shards flying into eyes from breaking bricks	4	3	17		PPE, Induction Training
			Bricks falling from height	4	3	17		Safe work area, Induction Training, barricades
	L2	Bitumen Surfacing	Burns to Skin	3	2	9	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	PPE, Induction training
			Accidental Fire	3	3	13		Fire Fighting equipment, Induction Training, Emergency Plan
			Accidental spillage	4	3	17		SANParks EMP & Code of conduct
			Potential accident/collision of vehicle	4	3	17	Hazardous Chemical Substances Regulations 4(a)(b)(c)	Induction Training, Reflective vests, safe work area
			Hazardous fumes inhalation	3	3	13	Hazardous Chemical Substances Regulations 6(1)(a)(b)	PPE, Induction Training
			Hazardous Chemical Exposure	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)(b)	PPE, Material Data Sheet, induction Training
	L3	Layer Works	Potential accident/collision of vehicle	4	3	17	Hazardous Chemical Substances Regulations 14(b)	Induction Training, Reflective vests, safe work area
			Hazardous Chemical Exposure	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)	PPE, Material Data Sheet, induction Training

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		Radio active exposure due to None-destructed density testing (Radio Active)	3	3	13	Hazardous Chemical Substances Regulations 5(4)	Induction Training, PPE
		Injury due to vehicle/plant	4	3	17	Occupational Health and Safety Act 24(1)(a)(b)(c)	Induction Training, Reflective vests, safe work area
L4	Gabions	Injury due to rock packing	4	3	17	Occupational Health and Safety Act 24(1)(c)(ii)	PPE, Induction Training
		Fall, slip from height	3	3	13	Construction Regulation 10(2)(a)(b)(d)(e)	PPE, Fall Protection Plan, Safe Work area
		Cuts and abrasions from sharp material	4	2	12		PPE, Induction Training
		Collapse of structure	2	4	14	Construction Regulation 10(4)(c)(ii)(d)	Design of structure to be approved by competent designer
		Falling of material onto person	3	3	13		PPE, safe work area, catch nets
L5	Culvert placing with lifting machinery	Heavy objects swinging out of control causing injury/damage	3	3	13	Driven Machinery 18(a)	Safe work area, Induction Training, Trained operator, Lifting Plan
		Crane/lifting tackle failure causing object to fall	3	3	13	Construction Regulation 22(a)(b)(d)(e)	Inspection Register, Trained operator
		Accidental collision with overhead power lines	2	3	9	Construction Regulation 22(a)	Assign a flag man, determine safe work area
		Lifting machine/crane falling over	3	3	13		Assign a flag man, determine safe work area
L6	Kerb laying	Bodily injury due to handling	4	2	12	Occupational Health and Safety Act 24(1)(a)	PPE, Induction Training
		Falling of kerb onto person	3	2	8		Proper offloading plan, PPE
L7	Road Construction	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 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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	L8	Road Marking/ Painting	Exposure to chemicals/ inhalation of fumes	3	2	8	Hazardous Chemical Substances Regulations 6(a)(b)(c)	PPE, Supervision
			Spillage/ pollution from paint	4	2	12		PPE, Supervision
			Flammable liquids - Accidental fire	3	3	13	Construction Regulation 25(a)(b)(e)(f)(g)	Proper storage facilities, Fire fighting equipment
			Unauthorized access to flammable liquids	3	2	8		Restricted access
	L9	Steel Fixing (Re-bar)	Injuries from tie wire	3	3	13	Occupational Health and Safety Act 24(2)	PPE, Induction Training
			Fall from heights	3	3	13		PPE, Fall Protection Plan
			Falling components	3	3	13		PPE, safe work area, catch nets
			Back injuries from manual handling	3	3	13		PPE, limit lifting weight
			Steel structure collapsing	3	3	13		PPE, Supervision

Risk Rating Matrix

		Likelihood				
		5	4	3	2	1
Consequence	5	25	24	22	19	15
	4	23	21	18	14	10
	3	20	17	13	9	6
	2	16	12	8	5	3
	1	11	7	4	2	1

Actions

High 20-25	Immediate action to reduce risk. Introduce hard barriers and adequate controls to reduce risk. Control hazards. Monitor regularly
Moderate 11-19	Urgent attention to improve controls and reduce inherent risks. Monitor systems controls & audit quarterly & implementation of controls
Acceptable 1-10	Controls in place. Tolerable risk levels. Ensure monitoring is as per H&S Policy

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Maximum Reasonable Consequence (C)

C	People Health and Safety	Property or Production	Environmental or Community	Financial Impact
5	Could Kill or permanently disable	Could cause very major damage > R500K	A Major event creating irreversible damage/loss	>R10m
4	Could cause serious injury or disease (Major LTI)	Could cause major damage R100K to R500K	An event having substantial & permanent consequence to the environment	> R2.5m & < R10m
3	Could cause typical MTI / RWI / LTI	Could cause moderate damage R50K to R100K	An event having substantial temporary or a minor permanent consequence to the environment	> R500k & < R2.5m
2	Could cause First Aid injury	Could cause damage R5K to R50K	An event having temporary or a minor consequence to the environment	> R5k & < R500k
1	Couldn't cause injury or disease	Couldn't cause damage < R5K	No detrimental impact on the environment	<R5k

Likelihood of the event occurring(L)

L	Description of probability or potential of event occurring		
5	Very High	Common regular occurrence	Almost certain to happen
4	High	Possibility of regular occurrence	Likely to happen / Known to happen
3	Moderate	Isolated incidents - Could happen	Has been reported from else where so it could happen
2	Low	Not likely to occur	Unlikely: not likely to happen but not impossible
1	Very Low	Rare - Very unlikely	Practically impossible

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Employer

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Employer

Risk Rating Matrix

		Likelihood				
		5	4	3	2	1
Consequence	5	25	24	22	19	15
	4	23	21	18	14	10
	3	20	17	13	9	6
	2	16	12	8	5	3
	1	11	7	4	2	1

Actions

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Employer

Witness for Employer

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8. HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT

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:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Annexure B

Environmental Management Plan



Contractor



**Witness for
Contractor**



Employer



**Witness for
Employer**

Environmental Management Plan

General Construction Activities in Parks

Park: Kruger National Park, Skukuza

**Project: Road Construction, Rehabilitation and Maintenance in the
Kruger National Park on an "as and when" Required Basis
for a Period of five years.**

Prepared by:



**South African
NATIONAL PARKS**

South African National Parks
PRIVATE BAG X402
SKUKUZA
1350

Contractor

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Contractor

Employer

Witness for
Employer

Part 1	
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1. ENVIRONMENTAL MANAGEMENT PLAN

A. DECLARATION

I the undersigned in my capacity as designated below to hereby undertake to ensure that the conditions and recommendations in terms of the Environmental Management Plan (EMP) for the renovation, upgrading, and construction activities in a National Park are implemented and assume responsibility and accountability in this respect.

I further understand that officials from SANParks may during any phase of the project, conduct an inspection of the development in order to ensure compliance with the conditions and recommendations in the EMP.

EMPLOYER

Name: _____

Signature: _____

Date: _____

CONTRACTOR

Name: _____

Signature: _____

Date: _____

Contractor

Witness for Contractor

Employer

Witness for Employer

Part**1****1. ENVIRONMENTAL MANAGEMENT PLAN****1.1 GENERAL**

Definition of an "**Environmental Management Plan**":

A plan or programme that seeks to achieve a required end state and describes how activities, that have or could have an adverse impact on the environment, will be mitigated, controlled, and monitored.

The EMP will address the environmental impacts during the design, construction and operational phases of a project. Due regard must be given to environmental protection during the entire project. In order to achieve this a number of environmental specifications/recommendations are made. These are aimed at ensuring that the contractor maintains adequate control over the project in order to:

- Minimise the extent of impact during construction.
- Ensure appropriate restoration of areas affected by construction.
- Prevent long term environmental degradation.

The contractor must be made aware of the environmental obligations that are stipulated in this document, and declares himself/herself to be conversant of all relevant environmental legislation. The contractor should also be aware that the Park Manager / Environmental Control Officer will monitor the implementation of the procedures.

1.2 OBJECTIVES OF THE EMP

The EMP has the following goals:

- Identifying those construction activities that may have a detrimental impact on the environment;
- Detailing the mitigation measures that will need to be taken, and the procedures for their implementation;
- Establishing the reporting system to be undertaken during the construction.

The EMP also serves to highlight specific requirements that will be monitored during the development and should the environmental impacts not have been satisfactory prevented or mitigated, corrective action will have to be taken. The document should, therefore, be seen as a guideline that will assist in minimising the potential environmental impact of activities.

Definition of "**mitigation measures**":

Mitigation seeks to find better ways of doing things, by the implementation of practical measures to reduce, limit, and eliminate adverse impacts or enhance project benefits and protect public and individual rights.

The EMP also defines the arrangements that will be put in place to ensure that the mitigation measures are implemented by including recommendations of the roles and responsibilities of the project proponent, environmental management team and contractors.

1.3 COMPONENTS OF THE "EMP"**1.3.1 Introduction**

This EMP adopted a precautionary approach, or in the case of management recommendations, a philosophy of 'best practice'. Mitigation measures may then be of a more generic nature without compromising its importance to be implemented.

Therefore the purpose of this EMP is to draft and maintain a detailed management plan that, if put into practise, will effectively prevent/minimise environmental degradation.

1.3.2 The EMP in Context

This EMP will form part of a project tender and contract. Pre-construction and construction phase mitigation guidelines and clauses should be written into the construction contract documents as specifications. The contents of this EMP shall be deemed to be included in the rates tendered to execute and complete the works.

1.3.3 Flexibility

The EMP is a dynamic and flexible document subject to review and updating. During the implementation of a project there is always the possibility that unforeseen issues could arise, this EMP should therefore be revised where necessary to mitigate unanticipated impacts.

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1.3.4 EMP Implementation Period

The EMP will focus on and operate during the whole implementation / construction period and maintenance phase of the projects.

1.3.5 Roles and Responsibilities

Supervision and monitoring are fundamental to the successful implementation of an EMP. Therefore, it is vital that monitoring of the extent to which the mitigation measures of this EMP, are adhered to by consultants and contractors, takes place.

All of the issues described and discussed in this document will require monitoring, and it will be the responsibility of SANParks to undertake this monitoring according to the specifications of this EMP.

- To draft and implement a monitoring programme to assess compliance with the EMP.
- To appoint an Environmental Control Officer (ECO) during the Construction Phases.
- To undertake the monitoring of operations during the operational phase. Any problems that are identified or encountered must be reported to SANParks management so that appropriate action may be taken to rectify the situation.

1.3.5.1 Appointment of an Environmental Control Officer

The position of Environmental Control Officer has been created to ensure that the mitigation measures and other requirements set forth in the EMP are adhered to.

It is recommended that SANParks appoint an Environmental Control Officer (ECO) during the construction phase of the project. The ECO can be a Section Ranger.

The following guidelines apply to the functions of an ECO:

- The ECO should have the ability to understand the contents of the Environmental Management Plan (EMP) and explain it to the contractor, the site staff, the supervisors and any other relevant personnel or I&AP's.
- The ECO would have to be on site on a regular basis – preferably daily to supervise environmental actions associated with construction activities.
- The ECO should be able to understand, interpret, monitor, audit and implement the EMP. This is his most important function.
- The ECO must then give feedback of the audits to SANParks and Contractors. This must be in the form of a written report .
- The ECO must ensure that the contractor understands what is to be done to rectify and address any problems that have arisen from the audit.

1.3.6 Feedback to Park Manager and ECO

Reporting to the Park Manager and ECO should take place during site meetings – in the case of potential “fatal flaws”/crises developing due to implementation of the project, reporting should be done immediately and the potentially adverse activities immediately halted in order that corrective action can be taken.

Reporting on the status of implementation of the EMP and the results of the environmental monitoring programme must be recorded and summarised in a monthly report by the ECO and submitted to the Park Manager.

1.3.7 Failure to comply with EMP

Outlined below are a number of steps, relating to increasing severity of environmental problems, which will be implemented. The principle is to keep as many issues within the first few steps as possible.

- **Step 1**
The ECO discusses the problem with the contractor or guilty party, and they work out a solution together. The ECO records the discussion and the solution implemented.
- **Step 2**
The ECO or SANParks observes a more serious infringement, and notifies the guilty party in writing, with a deadline by which the problem must be rectified. All costs will be borne by the contractor.
- **Step 3**
The ECO shall order the contractor to suspend part, or all, the works. The suspension will be enforced until

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Employer

Witness for Employer

Road Construction, Rehabilitation or Maintenance In The Kruger National Park On An "As And When" Required Basis For A Period Of Five Years

Contract number No: KNP-014-23

such time as the offending party(ies), procedure or equipment is corrected and/or remedial measures put in place if required. No extension of time will be granted for such delays and all cost will be borne by the contractor.

- **Step 4**

Breach of contract - One of the possible consequences of this is the removal of a contractor and/or equipment from the park and/or the termination of the contract, whether a construction contract or an employment contract. Such measures will not replace any legal proceedings that SANParks may institute against the contractor.

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Part 2

2. DESCRIPTION OF MITIGATION MEASURES

This section of the report serves to prescribe mitigation measures to reduce, limit, eliminate or compensate for impacts, to acceptable/insignificant levels. In setting mitigation measures, the practical implications of executing these measures must be borne in mind. With early planning, both the cost and the impacts can be minimised.

The stipulations of this report should be conveyed to contractors prior to the commencement of construction.

2.1 PRE-CONSTRUCTION MANAGEMENT PLAN

The pre-construction or planning management plan is to be used as a guide during the planning, design and detailing of the development components. This part of the plan is to be referenced by all involved in decision making during the planning and design phases.

2.1.1 EMP TRAINING

Mitigation / Management Action	Responsible Agent
The Contractor shall arrange for Environmental and Heritage Awareness Training programmes for the personnel on site, to the satisfaction of the Park Manager and ECO, and familiarise his/her/its employees with the contents of this EMP, either in written format or verbally.	ECO & Contractor

2.1.2 CONTRACT AREAS

Mitigation / Management Action	Responsible Agent
The ECO must indicate/point out to contractors the areas that they will have in their possession for the duration of the contract (this shall include access roads to be used, construction lay-down areas, materials storage and delivery requirements, contractors' offices, operational demarcation etc.). Aspects pertaining to temporary housing for persons involved in the project shall also be included. A material delivery and storage area should be demarcated. The facility must be planned and laid out in such a way that the total footprint area is minimised.	ECO & Contractor

2.1.3 SENSITIVE ECOLOGY

Mitigation / Management Action	Responsible Agent
Prior to the commencement of construction, the proposed site/s and roads, must be inspected by SANParks Scientific Services (where necessary), in order to: <ul style="list-style-type: none"> Confirm the absence of Red Data Book Species; Relocate, demarcate or recommend conservation / preservation measures for any identified ecologically "sensitive" and/or protected species and areas, and Point out and/or demarcate all ecologically "sensitive" areas to the contractors (e.g. red data habitats & species, rivers, streams, drainage lines, wetlands, sensitive soils, steep slopes and areas susceptible to erosion). 	SANParks, ECO & Contractor

2.1.4 HERITAGE AREAS

Mitigation / Management Action	Responsible Agent
In known archaeological sensitive areas the South African Heritage Resources Agency (SAHRA) must inspect all above-mentioned contract areas, in order to: <ul style="list-style-type: none"> Confirm the absence of archaeological sites and/or artefacts; Relocate, demarcate or recommend further conservation / preservation actions and measures for any identified archaeologically "sensitive" area and/or artefacts prior to the commencing of any work at these sites, and Point out and/or demarcate all archaeologically "sensitive" areas to the contractors. 	SANParks, ECO & Contractor

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2.1.5 ROADS

Mitigation / Management Action	Responsible Agent
The final alignment of the access routes and internal camp roads shall be planned in conjunction with the Park Manager, SANParks Scientific Services, Section Ranger and ECO and once finalised only the agreed roads must be used.	ECO & Contractor
Roads must be planned to deviate around significant trees and Red Data Species marked out in an approved manner by the ECO.	ECO & Contractor

2.1.6 SITE ESTABLISHMENT

Mitigation / Management Action	Responsible Agent
Construction camps and staff accommodation facilities on the site will be required to be established in appropriate locations prior to the commencement of construction, preferably within already disturbed areas. After completion of the contract, these areas will be required to be rehabilitated.	ECO & Contractor
<p>Site Plan: Before construction can begin, the Contractor shall submit a site layout plan to the ECO for approval, including:</p> <ul style="list-style-type: none"> • Site access (including entry and exit points). • All material and equipment storage areas (including storage areas for hazardous substances such as fuel and chemicals). • Construction offices and other structures. • Security requirements (including temporary and permanent fencing, and lighting) and accommodation areas for security staff. • Solid waste collection facilities and waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. • Storm water control measures. • Provision of potable water and temporary ablution facilities. • Only designated areas may be used for the storage of materials, machinery, equipment and site offices. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be disturbed areas along routes. Offices (and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles) must be located as far away as possible from any watercourse. Regardless of the chosen site, the Contractor's intended mitigation measures shall be indicated on the plan. 	Contractor
Throughout the period of construction, the contractor shall restrict all activities to within the designated areas on the construction layout plan. Any relaxation or modification of the construction layout plan is to be approved by the ECO.	ECO & Contractor
<p>Site Camps: The following restrictions or constraints should be placed on the site camp, and construction staff in general:</p> <ul style="list-style-type: none"> • The use of rivers and streams for washing of clothes. • The use of welding equipment, oxy-acetylene torches and other bare flames where veld fires constitute a hazard. • Indiscriminate disposal of rubbish or construction wastes or rubble. • Littering of the site. • Spillage of potential pollutants, such as petroleum products. • Collection of firewood. • Poaching of any description. • Use of surrounding veld as toilets. • Burning of wastes and cleared vegetation. • No concrete structures allowed, if the site camp is within the Park boundaries. 	ECO & Contractor
<p>Vegetation clearing: The natural vegetation encountered on the site is to be conserved and left as intact as possible. Only trees and shrubs directly affected by the works, and such others as may be approved by the ECO in writing, may be felled or cleared. A firebreak shall be cleared and maintained around the perimeter of the site camp/s and office sites where necessary.</p>	ECO & Contractor
<p>Water for human consumption: Water for human consumption should be available at the site offices and at other convenient locations on site.</p>	ECO & Contractor

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Mitigation / Management Action	Responsible Agent
<p>Sewage Treatment: Sanitary arrangements should be to the satisfaction of the Park Manager and ECO. In no other ablution facilities are available, chemical toilets must be supplied (1 per 15 persons) and must be regularly cleaned and maintained by the contractor. The positioning of the chemical toilets is to be done in consultation with the ECO. The Contractor should arrange for regular emptying of toilets and will be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the ECO. If necessary, the ablution facilities must be screened from the public view. In remote areas where chemical toilets may not be a viable option, agreement must be reached on alternatives before construction starts.</p>	ECO & Contractor
<p>Cooking Fuel: The Contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. Collection of firewood is not permitted.</p>	ECO & Contractor
<p>Waste Management: Solid waste shall be stored in an appointed area within the site camp in covered drums for collection and disposal. Disposal of solid waste shall be at an approved landfill site – this must be agreed to with the Park Manager. During the construction period, the facilities shall be maintained in a neat and tidy condition, and the site is to be kept free of litter. At all places of work, the Contractor shall provide litter collection facilities for later safe disposal at approved waste disposal sites.</p>	ECO & Contractor

2.1.7 MATERIALS HANDLING, USE AND STORAGE

Mitigation / Management Action	Responsible Agent
The Contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless of whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop) or not.	ECO & Contractor
<p>Safety: All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the Contractor to, and used or worn by the staff whose duty it is to manage and maintain the Contractor's and his subcontractor's and supplier's plant, machinery and equipment. Contractor must comply with the Occupational Health and Safety Act (Act 85 of 1993) and Construction Regulations, 2003 as this governs what the contractor has to do/provide for his staff.</p>	ECO & Contractor
<p>Hazardous Material Storage: Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials will be stored in a secured, appointed area that is fenced and has restricted entry. Storage of hazardous products shall only take place using suitable containers approved by the ECO. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure.</p>	ECO & Contractor
<p>Fuels and Gas Storage: Fuel should be stored in a secure area in a steel tank supplied and maintained by the contractor according to safety procedures. Gas welding cylinders and LPG cylinders should be stored in a secure, well-ventilated area. The contractor must supply sufficient fire fighting equipment in event of an accident and strictly no smoking will be allowed where fuel is stored and used.</p>	ECO & Contractor

2.1.8 WATER SUPPLY

Mitigation / Management Action	Responsible Agent
Water supply pipelines will be according to contract specifications, following the most direct, yet most ecologically responsible route agreed to with the engineer and as per contract documentation.	ECO & Contractor
Point out to contractors where they can obtain water (e.g. water for mixing of cement as well as for drinking). Contractors shall not make use of/collect water from any other source than those pointed out to them as suitable for use by them.	ECO

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2.1.9 LIQUID WASTE

Mitigation / Management Action	Responsible Agent
Under the General Authorisations in terms of Section 39 of the National Water Act (Act No. 36 of 1998), DWAF does not permit the construction of wastewater disposal sites (such as septic tank systems) within the 100 year flood line of any watercourse, or alternatively, within 100 metres of the edge of a water resource.	SANParks
The treatment and disposal of effluent will comply with all applicable legislation and the relevant permit regarding the disposal of purified effluent into the natural environment will have to be obtained from DWAF if so required during construction and operations.	SANParks
The design, installation and operation of septic tanks and soak-aways will conform to Water Act, including all the regulations made under section 26 of the National Water Act.	SANParks

2.2 CONSTRUCTION MANAGEMENT PLAN

The Construction Management Plan forms part of the contract documentation. The plan must be read in conjunction with the contract documents including the relevant Bill of Quantities and Specifications.

2.2.1 VEHICULAR ACCESS AND MOVEMENT OF CONSTRUCTION VEHICLES

Mitigation / Management Action	Responsible Agent
During construction, use should be made of existing access routes to construction areas where possible. Construct approved vehicle turning areas, avoiding selected ecological sensitive areas or species, and have turning area routes approved by the ECO. Temporary access roads must be rehabilitated after usage as per prior agreement between the Park Manager and Contractor.	ECO & Contractor

2.2.2 MOVEMENT OF CONSTRUCTION PERSONNEL, LABOURERS AND EQUIPMENT

Mitigation / Management Action	Responsible Agent
The Contractor must ensure that all construction personnel, labourers and equipment remain within the demarcated construction sites at all times. Where construction personnel and/or equipment wish to move outside the boundaries of the site, the contractor/ labourers must obtain permission from the ECO.	ECO & Contractor

2.2.3 VEGETATION CLEARING

Mitigation / Management Action	Responsible Agent
The extent of all construction site footprints will be minimised and limited to existing and / or already disturbed areas wherever possible.	ECO & Contractor
The areas needing to be cleared and the degree of clearing required will be determined and demarcated in consultation with the ECO before clearing begins.	ECO & Contractor
The Contractor may not deface, paint or otherwise mark and / or damage natural features / vegetation on the site, unless agreed beforehand with the ECO. Any features / vegetation defaced by the Contractor will be restored to the satisfaction of the ECO.	ECO & Contractor
The ECO must be present during vegetation clearing.	ECO
Plant Search and Rescue: <ul style="list-style-type: none"> Plant search and rescue (i.e. the location and removal of specified plant species, without unnecessary damage, and their transfer to a specified location) and the collection of seed, shall be conducted by the ECO prior to the onset of any site clearing operations, should the ecologist/ SANParks Scientific Services indicate this to be necessary. Sensitive areas and/or species that have been selected for conservation by the ecologist / SANParks Scientific Services, Park Manager or ECO, shall be demarcated with danger tape. No activity shall take place at these areas. De-stumping shall only occur at the request of the ECO. Where roots can act as erosion protection, trees should be cut as close as possible to the ground level. During the clearing of woody vegetation no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimised as far as possible. 	ECO & Contractor

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<p>Vegetation Removal and Trimming in Watercourses: No heavy machinery shall be permitted within watercourses for any purpose, except emergency procedures, without the prior approval of the ECO. Clearing of vegetation shall be conducted by hand. All cleared and trimmed vegetation shall be removed from any watercourse to prevent flooding/snagging hazards being created.</p>	ECO Contractor &
<p>Rehabilitation: The Park Manager, ECO, and Contractor must agree on rehabilitation of areas. The Contractor shall be held responsible for rehabilitation for all areas disturbed during construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the Defects Liability Period.</p>	ECO Contractor &

2.2.4 PROTECTION OF FAUNA

Mitigation / Management Action	Responsible Agent
<ul style="list-style-type: none"> Under no circumstances shall any animals be handled, removed, killed or be interfered with by the Contractor, his employees, his subcontractors or his subcontractors' employees. The Contractor and his employees shall not bring any domesticated animals onto the site. The Contractor shall ensure that the work site be kept clean, tidy and free of rubbish that would attract animals. No poaching of fauna and flora shall be tolerated by the Contractor or his personnel on Site or elsewhere. 	ECO Contractor &

2.2.5 HERITAGE AND/OR ARCHAEOLOGICAL SITES

Mitigation / Management Action	Responsible Agent
<p>Historical and Archaeological Sites: If any artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the ECO of such discovery. The South African Heritage Resources Agency (SAHRA) or the National Monuments Council shall be contacted such that an archaeological consultant can be appointed to excavate and record the site. Work may only resume once clearance is given in writing by the archaeologist. No stones/rock or any material may be removed from any site in the park without approval by the ECO, and after confirmation that materials do not form part of a cultural site.</p>	ECO Contractor &

2.2.6 SOIL MANAGEMENT

Mitigation / Management Action	Responsible Agent
<p>Topsoil: The Contractor is required to strip topsoil together with grass / groundcover from <u>all</u> areas where permanent or temporary structures are located, construction related activities occur, and access roads are to be constructed, etc. This must be read together with the contract specifications & conditions. Topsoil must be stockpiled for later use.</p>	ECO Contractor &
Topsoil is to be handled twice only - once to strip and stockpile, and secondly to replace, level, shape and scarify.	ECO Contractor &
Topsoil stockpiles are not to exceed 1.5 m in height and should be protected to prevent erosion where needed.	ECO Contractor &
Topsoil stockpiles are to be maintained in a weed free condition. The ECO can assist with guidance as to which plants are weeds and require removal.	ECO Contractor &
Topsoil is to be replaced by direct return where feasible (i.e. replaced immediately on the area where construction is complete), rather than stockpiling it for extended periods.	ECO Contractor &
<p>Spoil Material: The location of spoil stockpile sites shall be agreed upon by the ECO prior to the onset of any operations that will generate spoil materials. No spoil material shall be dumped outside the defined site. The Contractor shall ensure that the material does not blow or wash away. If the spoil material is in danger of being washed or blown away, the contractor shall cover it with a suitable material, such as hessian or plastic.</p>	ECO Contractor &

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Contractor

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2.2.7 EROSION CONTROL

Mitigation / Management Action	Responsible Agent
The Contractor shall protect all areas susceptible to erosion and shall take measures, to the approval of the ECO. The Contractor shall not allow erosion to develop on a large scale before effecting repairs and all erosion damage shall be repaired as soon as possible.	ECO & Contractor
The specifics of erosion protection work will vary from situation to situation. These specifics should be cleared with the Park Manager and/or ECO and comply with the contract specifications.	ECO & Contractor
Where required, cut-off trenches can be installed to divert substantial run-off and prevent erosion.	ECO & Contractor
During construction, areas susceptible to erosion must be protected by installing temporary or permanent drainage works and energy dispersion mechanisms and could include – to be agreed to by SANParks and Contractor and with considerations of implications on costs: <ul style="list-style-type: none"> • Vegetation, • Mitre drains (afleivore), • Benches (grondwalle), • Benches consisting of sandbags, • Packing branches and rocks in small gullies and disturbed areas. 	ECO & Contractor
Storm water drainage measures are required on site to control runoff and prevent erosion.	ECO & Contractor

2.2.8 SLOPE PROTECTION

Mitigation / Management Action	Responsible Agent
Cut and fill slopes shall be shaped and trimmed to approximate the natural condition and contours as closely as possible and, where possible, be undulating. Levels incongruous to the surrounding landscape, shall be reshaped as per contract specifications.	ECO & Contractor
Slopes that need protection shall be identified by the ECO and the specifications needed must be established using the latest approved methods and technology.	ECO & Contractor

2.2.9 ACCESS ROADS

Mitigation / Management Action	Responsible Agent
Construction staff may only use authorised paths and roads.	ECO & Contractor
The proclaimed speed limit in the Park must be strictly adhered to.	ECO & Contractor
ECO will monitor the conduct of drivers and report any negative impact to the contractor immediately.	ECO & Contractor
Construction roads must follow existing roads and tracks and should not be wider than necessary with a maximum width of 3 m. Should a wider road be required, this will require the approval of the ECO.	ECO & Contractor
If two-way traffic movement is to take place, passing bays are to be used where specified by the ECO to prevent access / detours into the surrounding areas. The drivers delivering construction materials to site are to be made aware of this. They may not drive off the road in order to allow another vehicle to pass.	ECO & Contractor
Continual use of dirt access roads by heavy machinery and increased transport loads means they will have to be carefully monitored and regularly graded as soon as potholes or rutting occurs.	ECO & Contractor
Upon completion of the construction period, the Contractor will ensure that the access roads are returned to a state no worse than prior to construction commencing.	ECO & Contractor

2.2.10 EXCAVATION, BACKFILLING AND TRENCHING

Mitigation / Management Action	Responsible Agent
Where at all possible, excavations must not stand open longer than 2 days, and should preferably be opened and closed on the same day. They should not be permitted to stand open longer than a week under any circumstances. Excavations must be marked with tape to clearly demarcate the area and warn against access.	ECO & Contractor

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Mitigation / Management Action	Responsible Agent
Excavations must not be undertaken until such time that all required materials / services etc. are available on-site, to facilitate immediate laying of such services or the construction of subsurface infrastructure.	ECO & Contractor
Any such excavations should ideally be undertaken within the confines of an established construction site - i.e. a site that is either protected with a peripheral fence, or a site that has a regular / continual human presence. Failing this, regular daily inspections are essential.	ECO & Contractor
If need be, spread the rocks in as natural looking manner as possible in the veld.	ECO & Contractor
Excess rocks and sand as a result of excavation activities is not to be dumped along next to construction site – rocks to be spread in a natural looking manner in the surrounding area.	ECO & Contractor
Removed soil is to be used to backfill areas where required (i.e. such as existing and un-rehabilitated gravel pits).	ECO & Contractor
Excavated material is to be stockpiled along the trench within the working servitude, unless otherwise authorised.	ECO & Contractor
Deficiency of backfill material will not be made up by excavation within the protected area. Where backfill material is deficient, it must be made up by importation from an approved borrow pit area.	ECO & Contractor

2.2.11 LEVELLING

Mitigation / Management Action	Responsible Agent
Excess sand and soil resulting from levelling activities of the work area should be stored in low heaps either on the access road or already disturbed area.	Contractor
Excess topsoil is to be spread evenly over the area in a manner that blends in with the natural topography.	ECO & Contractor
Once heavy machinery has cleared the bulk of these material stockpiles, the disturbed areas should be levelled and cleared of any foreign material manually e.g. with spades. It is unacceptable to leave foreign material behind with the knowledge that it will become hidden amongst the rejuvenating vegetation with time.	ECO & Contractor

2.2.12 SAND EXTRACTION

Mitigation / Management Action	Responsible Agent
This is a specialised and potentially environmentally impacting activity, which must be undertaken with the approval and overall management of the Park.	Contractor / SANParks
Regular inspections must be undertaken by the local Section Ranger and ECO to monitor and audit the effects and impacts of such removals.	ECO & Contractor
On completion of the sand-winning activity, the river bed will be rehabilitated to the satisfaction of the ECO and Section Ranger.	ECO & Contractor

2.2.13 STOCKPILING, HANDLING AND STORAGE OF BUILDING MATERIALS

Mitigation / Management Action	Responsible Agent
Stockpiles and storage yards will be demarcated in areas already disturbed or where they will cause minimal disturbance.	ECO & Contractor
Clearly indicate which activities are to take place in which areas within the site e.g. the mixing of cement, stockpiling of materials etc. Limit these activities to single sites only. This may not always be possible for example for heaps of topsoil, but should definitely be the case for other building materials.	ECO & Contractor
Stockpiles of expensive materials such as cement bags should be such that they can easily be removed from the site over weekends or during rainy weather.	Contractor
Specific sites should be allocated for construction waste e.g. empty cement bags, discarded planks, etc. A low temporary fence may be erected around such a site in order to contain the waste and assist the effective removal thereof from the site.	ECO & Contractor
Old cement mixing bags will be placed in wind and spill proof containers as soon as they are empty. The Contractor will not allow closed, open or empty bags to lie around the site.	ECO & Contractor
The Contractor will ensure that all operations that involve the use of cement and concrete	ECO &

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Contractor

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are carefully controlled.	Contractor
Concrete mixing may only take place in the construction camp or in agreed specific areas on site.	ECO & Contractor
Concrete may not be mixed directly on the ground. No mixed concrete may be deposited directly onto the ground prior to placing. A board or other suitable platform / surface is to be provided onto which the mixed concrete can be deposited whilst it waits placing.	ECO & Contractor
All visible remains of excess concrete will be deposited in a designated area awaiting removal to an approved landfill site.	ECO & Contractor

2.2.14 SERVICING AND RE-FUELLING OF CONSTRUCTION EQUIPMENT

Mitigation / Management Action	Responsible Agent
All maintenance and repair work will be carried out at the main construction camp within an area designated for this purpose, equipped with necessary pollution containment measures.	ECO & Contractor
The ground under the servicing and refuelling areas must be protected against pollution caused by spills and / or tank overfills (bundled / lined).	ECO & Contractor
The Contractor may only change oil or lubricant at agreed and designated locations, except if there is a breakdown or emergency repair, and then any accidental spillages must be cleaned up / removed immediately.	ECO & Contractor
In such instances the Contractor will ensure that he has drip trays available to collect any oil or fluid.	ECO & Contractor
Construction vehicles are to be maintained in an acceptable state of repair. No vehicles or equipment with leaks or causing spills will be permitted to operate at any of the construction sites. These will be sent immediately back to the maintenance yard for repair.	ECO & Contractor
All equipment that leaks must be repaired immediately or must be removed from site.	ECO & Contractor
Fuels required during construction must be stored in a central depot at the construction camp. This storage area should be located on a slab and be contained within a bund capable of containing at least the volume of one of the containers.	ECO & Contractor
Temporary fuel storage tanks and transfer areas also need to be located on an impervious surface adequately bundled to contain accidental spills. Appropriate run-off containment measures must be in place.	Contractor

2.2.15 SOLID WASTE MANAGEMENT

Mitigation / Management Action	Responsible Agent
An adequate number of 'scavenger proof' refuse bins must be provided at the construction sites and at the construction camps.	ECO & Contractor
These bins must be provided with lids and an external closing mechanism to prevent their contents blowing out and must be scavenger-proof to prevent baboons and other animals that may be attracted to the waste.	ECO & Contractor
The Contractor will ensure that all personnel immediately deposit waste in the waste bins provided.	ECO & Contractor
All refuse and solid waste generated at all work sites will be stored in appropriate scavenger proof containment vessels at the relevant site and removed to the main construction camp, where the waste will be sorted and stored within a fenced waste storage area.	ECO & Contractor
All waste must be transported in an appropriate manner (e.g. plastic rubbish bags).	ECO & Contractor
The Contractor may not dispose of any waste and / or construction debris by burning, or by burying.	ECO & Contractor
Discard all construction waste at a registered waste management facility / landfill site, particularly those wastes or products that could impact on surface or groundwater quality by leaching into or coming into contact with water.	ECO & Contractor
The contractor will maintain 'good housekeeping' practises as ensure that all work sites and construction camp are kept tidy and litter free.	ECO & Contractor

2.2.15 LIQUID WASTE MANAGEMENT

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Mitigation / Management Action	Responsible Agent
The Contractor must take reasonable precautions to prevent the pollution of the ground and / or water resources on and adjacent to the site as a result of his activities.	Contractor
The Contractor may discharge 'clean' silt laden water overland and allow this water to filter into the ground. However, he must ensure that he does not cause erosion as a result of any overland discharge.	ECO & Contractor
No natural watercourse is to be used for the cleaning of tools or any other apparatus. This includes for purposes of bathing, or the washing of clothes etc.	ECO & Contractor
All washing operations will take place off-site at a location where wastewater can be disposed of in an acceptable manner.	ECO & Contractor
Trucks delivering concrete may not be washed on site or anywhere inside the park.	ECO & Contractor
No spills may be hosed down into a storm water drain or sewer, or into the surrounding natural environment.	ECO & Contractor
Adequate ablution facilities are to be provided at each construction site, conveniently located near to work areas to avoid localised water pollution from camp sewerage.	ECO & Contractor
All soil contaminated, for example by leaking machines, refuelling spills etc. is to be excavated to the depth of contaminant penetration, placed in 200 litre drums and removed to an appropriate landfill site.	ECO & Contractor

2.2.16 HAZARDOUS MATERIALS

Mitigation / Management Action	Responsible Agent
The Contractor must comply with all national, regional and local legislation with regard to the storage, transport, use and disposal of petroleum, chemical, harmful and hazardous substances and materials.	Contractor
The Contractor will furthermore be responsible for the training and education of all personnel on site who will be handling the material about its proper use, handling and disposal.	Contractor
The Contractor will be responsible for establishing an emergency procedure for dealing with spills or releases of petroleum.	Contractor
Storage of all hazardous material is to be safe, tamper proof and under strict control.	ECO & Contractor
Petroleum, chemical, harmful and hazardous waste throughout the site must be stored in appropriate, well maintained containers.	Contractor
Exercise extreme care with the handling of diesel and other toxic solvents so that spillage is minimised.	ECO & Contractor
Any accidental chemical / fuel spills to be corrected immediately.	ECO & Contractor
Timber products should be treated off-site prior to use in construction.	ECO & Contractor
Periodic on-site application of timber treatment products (for maintenance purposes) should take place with due care for the nature of the product (toxicity) and for potential spillages that may occur. Areas where timber is to be treated should have secondary containment measures instituted, such as the placement of a plastic layer (some form of covering) over soils, beneath the timber structures to prevent contamination of the soil surface.	ECO & Contractor

2.2.17 RUN-OFF FROM CONSTRUCTION CAMPS

Mitigation / Management Action	Responsible Agent
The Contractor must ensure that rainwater containing pollutants does not run-off into natural areas and thus result in a pollution threat.	ECO/Contractor
A drainage diversion system is to be installed to divert runoff from areas of potential pollution, e.g. batching area, vehicle maintenance area, workshops, chemical and fuel stores, etc.	ECO/Contractor

2.2.18 FIRE

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Contractor

Employer

Witness for
Employer

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Mitigation / Management Action	Responsible Agent
The Contractor must take all the necessary precautions to ensure that fires are not started as a result of activities on site.	Contractor
No fuels or chemicals may be stored under trees.	ECO/Contractor
Gas and liquid fuel may not be stored in the same storage area.	ECO/Contractor
The Contractor must ensure that there is adequate fire-fighting equipment at the fuel stores.	ECO/Contractor
No open fires for heating or cooking will be permitted on site, unless otherwise agreed and then only in designated areas.	Contractor
The Contractor will supply all living quarters, site offices, kitchen areas, workshop areas, material stores and any other areas identified with suitable, tested and approved fire fighting equipment.	Contractor
The construction site must be protected against fire, and a sufficient fire break must be constructed, on advice by the Section Ranger, around each construction site and the construction camp where necessary.	ECO/Contractor

2.2.19 DUST

Mitigation / Management Action	Responsible Agent
The Contractor shall take precautions to the satisfaction of the ECO to limit the production of dust and damage caused by dust.	ECO/Contractor

2.2.20 NOISE

Mitigation / Management Action	Responsible Agent
Machinery and vehicle silencer units are to be maintained in good working order. Offending machinery and / or vehicles will be banned from use on site until they have been repaired.	Contractor
Noise levels must be kept within acceptable limits for a protected area, and must not be of such nature as to detract from the natural experience of other visitors to the protected area.	Contractor
The contractor shall take into consideration that the project areas are located within a natural environment and that noise could be a major disturbance/nuisance for the fauna and visitors to the park. Project management should endeavour to keep noise generating activities associated with construction activities to a minimum and within working hours.	Contractor

2.2.21 VISUAL

Mitigation / Management Action	Responsible Agent
Security lighting must be placed such that it is not a nuisance to residents and visitors to the area. Shields may be required to prevent lights from being visible from other parts of the protected area.	ECO/Contractor
Care will be taken when positioning the lights to ensure the least visual impact, while still providing a safe work environment for construction staff.	ECO/Contractor
Should any construction activities take place where Park tourists can see the construction activities, then clear signboards must be erected to inform the tourists of the activity taking place. SANParks to provide boards. Contractor to erect boards as required.	Contractor
The Contractor shall not establish any activities which, in the opinion of the ECO, are likely to adversely affect the scenic quality of the area. The ECO may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effects of such activities.	ECO/Contractor
No painting or marking of natural features shall take place. Marking for surveying and other purposes shall only be done with pegs and beacons.	ECO/Contractor
All packed rock and exposed rock cuttings shall be treated in order to blend their colour with the colours of the natural weathered rocks of the adjacent environment.	ECO/Contractor

2.2.22 SITE CLEAN-UP AND REHABILITATION

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Contractor

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Witness for
Contractor

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Employer

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Witness for
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Mitigation / Management Action	Responsible Agent
The Contractor must ensure that all temporary structures, materials, waste and facilities used for construction activities are removed upon completion of the project.	Contractor / ECO
Fully rehabilitate (e.g. clear and clean area, rake, pack branches etc.) all disturbed areas and protect them from erosion.	Contractor / ECO
Only indigenous plants which are able to establish easily and will need less maintenance because they have already adapted to the local conditions should be considered.	Contractor / ECO
Before final decisions about the choice of plant species are taken the Section Ranger should be approached for their advice.	Contractor / ECO

2.3 MONITORING OF EMP IMPLEMENTATION

The correct and successful implementation of impact mitigation measures in order to reduce adverse impacts on environmental conditions needs to be ensured by a proper monitoring programme.

Monitoring of the general implementation of/adherence to the EMP, shall be the responsibility of the ECO. Reporting on adherence/compliance to stipulations as communicated to contractors, shall take place during scheduled site meetings.

2.3.1 Monitoring Form:

A list of environmental issues addressed in the EMP is drawn up. A tick box monitoring form is compiled which makes provision for compliance or non-compliance to the EMP requirements for each environmental issue. This monitoring form makes room for a brief description of the non-compliance(s). The issues identified on the monitoring form must be discussed in detail with the contractor and the Park Manager. A reasonable date of completion of the remedial action must be jointly agreed upon, between the contractor, ECO and Park Manager. This monitoring form must be signed by all parties and a copy be provided to the Park Manager.

The following Monitoring Form may serve as an **example** or point of departure.

Name:	
Ref:	Date:
Project:	

ENVIRONMENTAL MONITORING CHECKLIST (NC = NON-COMPLIANCE, C = COMPLIANCE, NA = NOT APPLICABLE)					
Item		Rating	Item		Rating
1.	Vehicular access and movement of construction vehicles		13.	Stockpiling, handling and storage of building materials	
2.	Movement of construction personnel, labourers and equipment		14.	Servicing and re-fuelling of construction equipment	
3.	Vegetation clearing		15.	Liquid waste management	
4.	Protection of fauna		16.	Hazardous materials	
5.	Cultural and/or archaeological sites		17.	Run-off from construction camps	
6.	Soil management		18.	Fire	
7.	Erosion control		19.	Dust	
8.	Slope protection		20.	Noise	
9.	Access roads		21.	Visual	
10.	Excavation, backfilling and trenching		22.	Site clean-up and rehabilitation	
11.	Levelling				
12.	Sand extraction				
			A.	Others	
Remedial Action on Non-compliance: (Action and Time Plan)					
Contractor	Witness for Contractor		Employer	Witness for Employer	

Road Construction, Rehabilitation or Maintenance In The Kruger National Park On An "As And When" Required Basis
For A Period Of Five Years

Contract number No: KNP-014-23

Close out: Environmental Control Officer		Response required by: Contractor	
_____	_____	_____	_____
Name		Name	
_____	_____	_____	_____
Date		Date	
Comments:			
Records:			
<input type="checkbox"/> PARK MANAGER	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> PROJECT MANAGER	

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Annexure C

Code of Conduct for working in the South African National Parks

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**



SOUTH AFRICAN NATIONAL PARKS

CODE OF CONDUCT FOR WORKING IN A NATIONAL PARK

OUTSIDE ORGANISATIONS WORKING TEMPORARILY IN A NATIONAL PARK

Contractor

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Contractor

Employer

Witness for
Employer



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 resident 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;
 - 2.2.3 Hunt or kill an animal, collect, damage or destroy a bird's nest or it's eggs;
 - 2.2.4 Purposely or negligently cause a veld fire or damage any object of geological, archaeological, historical, ethnological or of any other scientific value to SANParks;
 - 2.2.5 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;

Contractor

Witness for Contractor

Employer

Witness for Employer

- 2.2.6 Remove any animal (dead or alive) or parts thereof from the park (unless lawfully brought into the park);
- 2.2.7 Cut down trees or remove plants from a park or in any way damage any tree, plant or seeds;
- 2.2.8 Feed animals in national parks;
- 2.2.9 Drive a vehicle without a licence or allow a minor to drive a vehicle under his control;
- 2.2.10 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;
- 2.2.11 Enter a national park in an:
 - Unlicensed (or unregistered) vehicles;
 - Enter or use any closed road (no entry);
- 2.2.12 Vehicles may not be driven recklessly or negligently in a national park.
- 2.2.13 All drivers must consider other drivers and all animals.
- 2.2.14 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.
- 2.2.15 Without special permission, no person may organize or perform public entertainment or fund-raising campaigns.
- 2.2.16 Angling in rivers or dams is prohibited.
- 2.2.17 Angling, where permitted, is only allowed from sunrise to sunset.
- 2.2.18 Swimming is prohibited at designated angling areas.
- 2.2.19 No person may damage property or endanger property belonging to SANParks.
- 2.2.20 No person may use a radio or musical instruments in such a way as to cause a disturbance to others.
- 2.2.21 No person may dispose of any article or rubble other than in containers provided by SANParks.
- 2.2.22 No person may remove sand, stone or wood without the permission of SANParks.
- 2.2.23 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.
- 2.2.24 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.
- 3.1 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.
- 3.2 Stone, sand and/or soil may not be remove 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.
- 3.3 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.

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- 3.4 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.
- 3.5 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 Plan.
- 3.6 No animals may be killed in the park.
- 3.7 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 authorized to do so by SANParks. A report of all animals killed and the circumstance surrounding it, 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

Only authorized 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 organisation'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.

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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 organisations with written consent working in a national park, may travel at a maximum speed of 50 km/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 50 km/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 any one 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 preferably 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.

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:

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- 13.2.1 Accommodate any unauthorized 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.

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ANNEXURE D: LOCAL BENEFICIATION GOALS:

1. During Construction:

Local beneficiation is built into the Principal Building Contract as follows:

1. 30% of all building and construction materials to be sourced from suppliers within a 150km radius of the nearest entrance gate who have a BBBEE rating of 3 or higher
2. 100% of general and semi-skilled employees to be employed for local communities within a 100 km radius from the nearest entrance gate
3. 50% of skilled and supervisory employees to be employed for local communities within a 100 km radius from the nearest entrance gate
4. 30% of all specialist sub-contractors to be sourced from firms within a 150km radius of the nearest entrance gate who have a BBBEE rating of 3 or higher.
5. Should the Contractor fail to achieve the Community Participation Goals (CPG), the following penalties shall be applied:
 - a. $(\text{CPG (required)} - \text{CPG (achieved)}) / \text{CPG (required)} \times 2.5\%$ of Tender Value
 - b. In the event that the Contractor can motivate that the above-noted CPG's are not achievable or are detrimental to the Construction Programme, it shall be communicated to the Client, who retains the discretion to alter the CPG.

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Annexure E

Current Project Detail

List project submitted for evaluation in table below.

	Project	Contract amount	Reference / Contact person	Contact Tel. No.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

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Annexure F Previous Projects

List project submitted for evaluation in table below.

	Project	Contract amount	Reference / Contact person	Contact Tel. No.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Contractor

Witness for Contractor

Employer

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