

VOLUME 3



SOUTH AFRICAN NATIONAL PARKS

**3 YEAR ROAD MAINTENANCE CONTRACT IN THE
BONTEBOK NATIONAL PARK.**

CONTRACT NO: GNP-021-24

TENDER DOCUMENT

March 2025

**ISSUED BY:
Mr. Goodman Mawela
SCM Cape Region
SOUTH AFRICAN NATIONAL PARKS
P.O. BOX 787
PRETORIA
0001**

NAME OF TENDERER:

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

1: The Tender

For Advert Purpose Only

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Part T1: Tendering procedures

For Advert Purpose Only

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:	GNP-021-24	CLOSING DATE:	20 March 2025	CLOSING TIME:	11h00
DESCRIPTION:	3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Location of tender box:	Main Reception of the Bontebok National Park.				
Physical address:	Main Reception, Bontebok National Park, N2 Swellendam.				
Identification:	CONTRACT NO. GNP-021-24: 3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.				
T1.1: Tender Notice and Invitation to Tender					
The South African National Parks invites tenders for 3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.					
<u>ELIGIBILITY</u>					
CIDB Grading:					
a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 4CE or higher class of construction work, are eligible to submit tenders:					
b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than the required in terms of (a) above who satisfy criteria stipulated in the Tender Data may submit tenders. (3CEPE)					
SANParks undertakes to support the development of emerging contractors in the construction industry through the use of the Potentially Emerging (PE) policy instrument developed by the CIDB, namely CIDB Standard for Indirect Targeting Model for Enterprise Development.					
c) Joint ventures are eligible to submit tenders provided that:					
(i) every member of the joint venture is registered with the CIDB;					
(ii) the lead partner has a contractor grading designation in the 4CE or higher class of construction work; or not lower than one level below the required grading designation in the class of construction works under consideration and possess the required recognition status;					
(iii) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered of 4CE class of construction work or a value determined in accordance with the Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.					
d) Only tenderers who comply with the following are eligible to submit tenders:					
(i) Have the required and valid CIDB grading stated.					
(ii) Achieved the minimum score for Functionality					
(iii) Tenderer is not listed in the Register of Tender Defaulters and prohibited from doing business with the public sector.					
(iv) The tenderer has not abused the Employer's supply chain management system					

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- (v) The tenderer has not failed to perform on any previous contract with the employer.

Functionality Criteria:

Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience in Road Construction Projects. Tenderers are required to score a minimum of 9 points out of a possible 12 points in order to qualify for the tender.

Refer to Clause **C.3.11.1** in the Tender Data

The physical address for collection of tender documents is:

Main Reception, Bontebok National Park, N2 Swellendam.

34°03'33.15"S and 20°25'50.11"E

Tender documents will ONLY be available at the COMPULSORY clarification meeting (held at above venue).

A non-refundable tender deposit of R 300-00 payable in cash is required on collection of the tender documents.

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

All Queries

Mr Goodman Mawela

Tel No: 021 741 2320

e-mail Goodman.mawela @sanparks.org

A **compulsory clarification meeting** with representatives of the Employer will take place in the **Bontebok National Park, Main Reception Complex, Boardroom** on **06 March 2025** starting at **11:00 hrs**.

Prospective tenderers who arrive later than 11h20 will not be allowed into the Clarification meeting.

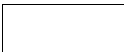
The Tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to the form and nature of the Site, the quantities and nature of the work and materials necessary for the completion of the Works and the means of access of the Site, the accommodation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

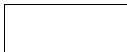
Tenders may only be submitted on the tender documentation that is issued.

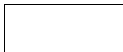
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

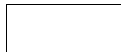
The closing time for receipt of tenders is 20 March 2025 at 11:00. E-mail and late tenders will not be accepted.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Goodman Mawela	CONTACT PERSON	Joep Jacobs
TELEPHONE NUMBER	021 741 2320	TELEPHONE NUMBER	021 741 2561
E-MAIL ADDRESS	Goodman.mawela@sanparks.org	E-MAIL ADDRESS	Joep.jacobs@sanparks.org
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			


Contractor


Witness for
Contractor


Employer


Witness for
Employer

STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022,
- 1.4. THE CONDITIONS OF TENDER ARE THE STANDARD CONDITIONS OF TENDER AS CONTAINED IN **ANNEX C OF THE CIDB STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT (AUGUST 2019)**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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

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

As SANParks, we are committed to protecting your privacy and ensuring that personal information collected is used properly, lawfully and transparently.

Contractor

Witness for
Contractor

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Employer

Witness for
Employer

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

T1.2: Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in **Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019)** which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to the Tender Data.

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

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

Clause number	
C.1.1	The employer is the South African National Parks.
C.1.2	The following documents form part of this tender: VOLUME 1: 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. VOLUME 2: The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, which the tenderer shall obtain / purchase 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. The tender documents issued by the Employer comprise: VOLUME 3: The Contract Document in which is bound: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of work and Drawings Part C4: Site information C4 - Site information Part C5 : Drawings C5 - Drawings

Contractor

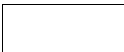
Witness for
Contractor

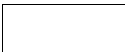
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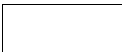
Employer

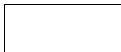
Witness for
Employer

C.1.4	The employer's agent is: Name: South African National Parks The General Manager: Infrastructure & Special Projects. Address: 643 Leyds Street Muckleneuk Pretoria Tel: 021 741 2561 E-mail: joep.jacobs@sanparks.org The language for communications is English
C.2.1	Only those tenders who satisfy the following eligibility criteria and who provide the required evidence in their tender submission are eligible to submit and have their tenders evaluated: Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submission, are eligible to have their tenders evaluated: It is estimated that tenderers must have a CIDB contractor grading designation of 4 CE/3CEPE or Higher. Joint Venture are eligible to submit tenders provided that: (i) every member of the joint venture is registered with the CIDB; (ii) the lead partner has a contractor grading designation in the 4CE/3CEPE class of construction work; or not lower than one level below the required grading designation in the class of construction works under consideration and possess the required recognition status. (iii) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.
C.2.1	The following CIDB Standard for Indirect Targeting Model for Enterprise Development will apply ONLY to contractors with potentially emerging CIDB grading. Please see the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice No. 36190 of 25 February 2023 on the CIDB website (www.cidb.org.za) SANParks endeavours to provide support to Potentially Emerging contractors that are 1 (one) contractor grading designation lower than that required as stipulated in the Tender Data of this tender. SANParks undertakes to support the development of emerging contractors in the construction industry through the use of the Potentially Emerging (PE) policy instrument developed by the CIDB. SANParks will provide developmental support to a PE status contractor that is awarded a contract through an open competitive procurement process, but such developmental support shall not be a prerequisite for the contractor to complete the project and shall not influence the eligibility or functionality assessment in the award of the tender. Such developmental support shall be determined by a needs analysis. Support conditions, not limited to those listed below, may be specified in the signed contract, on agreement between the client and PE status contractor: • Financial support by means of shorter payment periods and intervals (to be agreed between the parties); • Financial support by means of cession payments to suppliers (if deemed necessary); • Mentorship (dependant on the Contractor needs); • Provide the necessary completion certificates to the Contractor at the end of the project for purposes of applying for the next CIDB grading, provided all works are completed and satisfactory as deemed by the client.
C.2.7	The arrangements details for the compulsory clarification meeting are stated under Part T1.1: Tender Notice and Invitation to Tender. Tenderers must complete and sign the attendance register at the clarification meeting in the name of the tendering entity.
C.2.8	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. Enquiries should reference specific page and or paragraph numbers, where appropriate.


Contractor


Witness for Contractor


Employer


Witness for Employer

	All questions / enquiries must be forwarded in writing not later than 12:00 on 15 March 2025. Questions/enquiries received after 12:00 on 15 March 2025 will not be considered. Name: Goodman Mawela Capacity: Supply Chain Management Practitioner (Cape Region) Address: 2 Tokai Road, Tokai Manor House, Cape Town Tel: 021 741 2320 E-mail: Goodman.mawela@sanparks.org						
C.2.12	No alternative proposals will be accepted.						
C.2.13.2	Electronic tender offers will not be accepted.						
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus Nil copies.						
C.2.13.7	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: <table border="1"> <tr> <td>Location of tender box:</td><td>Main Reception, Bontebok National Park.</td></tr> <tr> <td>Physical address:</td><td>Main Reception, Bontebok National Park, N2 Swellendam.</td></tr> <tr> <td>Identification details:</td><td>CONTRACT NO. GNP-021-24: 3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.</td></tr> </table>	Location of tender box:	Main Reception, Bontebok National Park.	Physical address:	Main Reception, Bontebok National Park, N2 Swellendam.	Identification details:	CONTRACT NO. GNP-021-24: 3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.
Location of tender box:	Main Reception, Bontebok National Park.						
Physical address:	Main Reception, Bontebok National Park, N2 Swellendam.						
Identification details:	CONTRACT NO. GNP-021-24: 3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.						
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 12 Weeks.						
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the employer.						
C.2.23	The tenderer is required to submit the following documents: 1) Compulsory Enterprise Questionnaire (Completed and Signed) (Compulsory) 2) Site Inspection Certificate (Completed and signed by SANParks representative) (Compulsory) 3) Form of Offer (Completed and Signed) (Compulsory) 4) Bill of Quantities (Completed) (Compulsory) 5) Letter of Good Standing from Compensation Commissioner (Compulsory) 6) Preference Points claimed in terms of the Preferential Procurement Regulations 2022 (Form SBD 6.1) (Completed and Signed) (Compulsory) 7) An original and valid B-BBEE sworn affidavit, SANAS or DTIC certificate, or certified copy thereof. For Joint Ventures, a SANAS certificate in the name of the JV must be provided (Compulsory, if claiming points for specific goals) 8) Resolution of Board of Directors (Authority for Signatory) 9) Proof of National Treasury Central Supplier Data Base (CSD) registration 10) Invitation To Bid (From SBD 1) (Completed and Signed) 11) Declaration of Interest (Form SBD 4) (Completed and Signed) 12) Proof of Contractor Registration issued by the Construction Industry Development Board (CIDB) 13) Proof of registration of Closed Corporation, Company or other legal entities 14) Letter of intent for construction guarantee (FSCA registered institutions only) 15) Record of Addenda to tender documents, if applicable (Completed and Signed) 16) Joint Venture / Joint Venture signed agreement / Consortium Disclosure Form (Where applicable) 17) A valid Tax Compliance Status Verification PIN issued by the South African Revenue Services. 18) Proposed Subcontractors 19) Signed acknowledgment of the "Health and Safety Specification Acknowledgement Receipt" in the name of the document in the tender 20) Signed acknowledgement of the "Environmental Management Plan/Programme Receipt" in the name of the document in the tender						
C.3.4.1	The time and location for opening of the tender offers are: 27 March 2025 at 11:00 - Main Reception, Bontebok National Park, N2 Swellendam.						
C.3.11.1	The procedure for the evaluation of responsive tenders is Method: Price and Specific Goals						

Contractor

Witness for Contractor

Employer

Witness for Employer

As part of the eligibility criteria, tenderers shall further be required to satisfy the following functionality criteria and be required to demonstrate their ability to undertake the work and to provide proof of experience, expertise, personnel, plant, and equipment to undertake work of this nature.

Tenderers are required to score a minimum of 8 points out of a possible 12 points to be responsive: Tender Data, of the proposed functionality criteria and point system for evaluation.

The following eligibility criteria apply:

Road Construction Experience (Maximum 12 points)

Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience in Road Construction Projects. Tenderers are required to score a minimum of 9 points out of a possible 12 points in order to qualify for the tender.

Tenderers who fail to meet the minimum threshold shall 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.

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

Quality criteria	Sub-criteria	Maximum number of points
Road Construction Projects		
Contracts of value from R 0.675 million, inclusive of VAT	2 points per contract	12
Contracts of value from R 2.250 million	3 points per contract	12
Maximum possible score for quality		12

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

It is the responsibility of the tenderer to submit authentic supporting documentation, tenderers will be disqualified and reported if found to have submitted fraudulent information.

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

2.1) POINTS AWARDED FOR PRICE

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

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

where;

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

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million.

The following formula will be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

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Pmin = Price of lowest acceptable tender.

2.2) POINTS AWARDED FOR SPECIFIC GOALS

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

Specific Goal	Points Scored
1) Enterprises owned by black people	
Persons historically disadvantaged on the basis of race with 100% black ownership, OR	10
Persons historically disadvantaged on the basis of race with 75% - 99% black ownership, OR	8
Persons historically disadvantaged on the basis of race with 60% - 74% black ownership, OR	6
Persons historically disadvantaged on the basis of race with 51% - 59% black ownership, OR	4
Persons historically disadvantaged on the basis of race with 0 – 50% black ownership, or	3
2)) Exempted Micro Enterprise or Qualifying Small Enterprises	
Exempted Micro Enterprise (annual turn-over below R10 million), OR Qualifying Small Enterprises (annual turn-over between R10 million & R50 million)	2
3) Locality	
To Qualify, bidder must include verifiable proof of business address in the Swellendam Local Municipality, older than two years.	8
Total Points	20

The following will be accepted as proof:

1) Black ownership

- Bidders to submit valid B-BBEE certificate or sworn affidavit clearly indicating the percentage Black ownership.

2) Exempted Micro or Qualifying Small Enterprises

- Bidders to submit valid B-BBEE certificate or sworn affidavit clearly indicating the type of enterprise.

3) Locality

- To qualify, bidder must provide / include verifiable proof of business address in one of the criteria, older than 2 years (Municipal or Eskom account)
- Rental agreement in the name of the bidding company with proof of payment for the month prior to closing of the tender.
- or ownership of business premises - municipal account in the name of the bidding company to confirm 2-year business address.

NB: Bidders who are not located in the Swellendam Local Municipality and who are not EME's or QSE may still tender but will not claim points for specific goals. The obligation lays with the Bidder to complete SBD6.1 in regards to point claimed, no points will be allocated if not claimed. Failure to provide the afore-mentioned documentation, will result in an allocation of zero points for specific goals.

C.3.13

Tender offers will only be accepted if:

- The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- 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;
- The tenderer has not:
 - abused the employer's supply chain management system;
 - or
 - failed to perform on any previous contract and has been given a written notice to this effect; and
- Has submitted the documentation listed in C.2.23
- Has completed the Compulsory Enterprise Questionnaire, SBD 1, 4, 6.1 and declaration 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.

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	f) 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. is registered and in good standing with the Compensation Fund or with a licensed compensation insurer.
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

For Advert Purpose Only

Annex C

Standard conditions of tender

(As per Construction Industry 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;

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

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- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
- due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - funds are no longer available to cover the total envisaged expenditure; or
 - no acceptable tenders are received.
 - 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

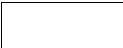
C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

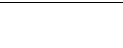
C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

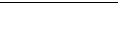
C.2 Tenderer's obligations

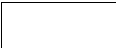
C.2.1 Eligibility

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.


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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.

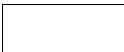
C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

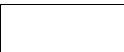
C.2.10.4 State the rates and prices in unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

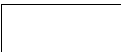
C.2.11 Alterations to documents

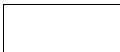
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers


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- 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.

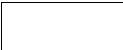
C.2.16 Tender offer validity

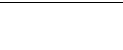
- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an 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 2.2.16 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

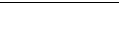
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in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

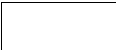
Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.


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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:
- 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;
 - the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
 - in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

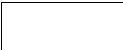
If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to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

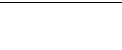
C.3.3 Return late tender offers

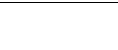
Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

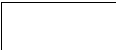
C.3.4 Opening of tender submissions

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


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- C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.
- C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

- C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE 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:
- complies with the requirements of these Conditions of Tender,
 - has been properly and fully completed and signed, and
 - 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:
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
 - 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:
- the gross misplacement of the decimal point in any unit rate;
 - omissions made in completing the pricing schedule or bills of quantities; or
 - arithmetical errors in:
 - line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - 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:
- 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.
 - 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

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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:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

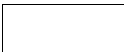
C.3.12 Insurance provided by the employer

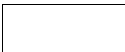
If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

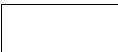
C.3.13 Acceptance of tender offer

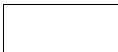
Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- 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;
- has the legal capacity to enter into the contract;
- 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


Contractor


Witness for
Contractor


Employer


Witness for
Employer

- 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.

Contractor

Witness for
Contractor

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Employer

Witness for
Employer

Part T2: Returnable Schedules

For Advert Purpose Only

Contractor

Witness for Contractor

Employer

Witness for Employer

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTBOK NATIONAL PARK.

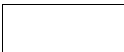
CONTRACT NO. GNP-021-24

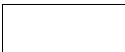
T2.1: List of Returnable Documents

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

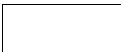
The tenderer must complete the following returnable documents:

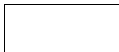
- 1 Returnable Schedules required for tender completeness purposes and are COMPULSORY**
 - Compulsory Enterprise Questionnaire
 - Site inspection certificate
 - Health and Safety Specifications Acknowledgement
 - Letter of good standing from the Compensation Commissioner
 - Letter of intent for a Construction Guarantee (FSCA registered institutions only)
- 2 Other documents required only for tender evaluation purposes**
 - A valid Tax verification pin as issued by the South African Revenue Services
 - An original and valid B-BBEE sworn affidavit, DTIC or SANAS certificate, or certified copy thereof. [For JV's, only SANAS certificates are acceptable]
 - Capacity of Tenderer
 - Documentation for Functionality evaluation
- 3 Other documents that will be incorporated into the contract**
 - Resolution of board of directors / members / partners (Authority of Signature)
 - Special Resolution of Joint Venture Partners – if applicable
 - Record of Addenda to Tender Documents – if applicable
 - Proposed Amendments and Qualifications – if applicable
 - SBD 1: Invitation to Bid
 - SBD 4: Declaration of interest
 - SBD 6.1: Preference points claim form in terms of preferential procurement regulations 2022
 - Proof of active Contractor Registration issued by the Construction Industry Development Board
 - Clarification Meeting Information
 - Health and Safety Specifications
 - Code of conduct for implementing a project for SANParks
 - Environmental Management Plan for General Construction Activities
- 4 C1.1 Offer and Acceptance (the offer portion of C1.1)**
- 5 C1.2 Contract Data (Part 2)**
- 6 C2.2 Bills of Quantities (As per tender document, completed in black ink) (COMPULSORY)**
- 7 DOCUMENTATION FOR FUNCTIONALITY EVALUATION (Previous Contracts Information)**


Contractor


Witness for
Contractor

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Employer


Witness for
Employer

T2.2 Returnable Schedules

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

Resolution of Board of Directors / Members / Partners

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

No.	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.

**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.

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: _____

Contractor

Witness for
Contractor

Employer

Witness for
Employer

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

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

Note:

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

ENTERPRISE STAMP

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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

Special Resolution of Joint Venture Partners

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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Held at _____ (place)

On _____ (date)

RESOLVED that:

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

(Project description as per Tender Document)

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

- B. Mr/Mrs/Ms: _____

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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)

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

Contractor

Witness for Contractor

Employer

Witness for Employer

	Name	Capacity	Signature
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable

2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Joint Venture submitting this Tender

3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender exceed the space available above, additional names and signatures must be supplied on a separate page

4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Joint venture must be attached to the Special Resolution.

Contractor

Witness for Contractor

Employer

Witness for Employer

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

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

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

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

Section 9: Record in the service of the state

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee, director or board member of or otherwise employed by or contracted to the South African National Parks or had or has any contractual relationships of any kind with the South African National Parks. |

Contractor

Witness for
Contractor

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Employer

Witness for
Employer

☐ an official of any municipality or municipal entity

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

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

* Insert separate page if necessary

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

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee, director or board member of or otherwise employed by or contracted to the South African National Parks or had or has any contractual relationships of any kind with the South African National Parks. |
| ☐ an official of any municipality or municipal entity | |

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

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

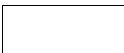
*Insert separate page if necessary

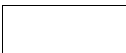
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

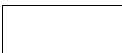
- i) Authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that it is in order.
- ii) Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) Confirms that no partner, member, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

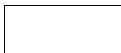
Name	Position	Signed

Enterprise name	Date


Contractor


Witness for
Contractor


Employer


Witness for
Employer

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

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)

No.	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

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

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

Page 35 of 122

Employer

Witness for
Employer



3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

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.
 Attach additional documents as proof.

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

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: Letters of Intent / Appointment and all other relevant detail to be attached.

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: Letters of Appointment, Completion Certificates and all other relevant detail to be attached.

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



3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

Site Inspection Certificate

This is to certify that I,

Representing
Company

Position

Visited the site on

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

I have attended the Clarification Meeting at Bontebok National Park and listened to the explanations regarding the works. I declare that read the Clarification Meeting document, signed it and include it herewith.

Name Tenderer's Representative	Position	Signed

Name of Tenderer	Date

Name of Employer's Representative	Signature	Date

Contractor

Witness for
Contractor

Employer

Witness for
Employer



3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT

Contractor's Acknowledgement:

I, _____ representing _____ (Contractor/s),
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 these documents, our safety documentation and health and safety legislation

Signature of Contractor: _____ Date: _____

Comments:

Contractor

Witness for Contractor

Employer

Witness for Employer

CONTRACT NO. GNP-021-24

Contractor's Acknowledgement:

_____, (Contractor/s),

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

Date _____

Comments:

Dr. Adve

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SBD 4
BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

YES/NO

- 2.2.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

 Contractor

 Witness for
Contractor

 Employer

 Witness for
Employer



2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contractor

Witness for Contractor

Employer

Witness for Employer



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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

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
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 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 The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

Contractor

Witness for
Contractor

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Employer

Witness for
Employer

invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof / documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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.

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

Note to organs of state: The 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. Points will be allocated according to the points claimed in the table below.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

The specific goals allocated points in terms of this Tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the service provider)
1) Percentage black ownership		
Persons historically disadvantaged on the basis of race with 100% black ownership, OR	10	
Persons historically disadvantaged on the basis of race with 75% - 99% black ownership, OR	8	
Persons historically disadvantaged on the basis of race with 60% - 74% black ownership, OR	6	
Persons historically disadvantaged on the basis of race with 51% - 59% black ownership, OR	4	
Persons historically disadvantaged on the basis of race with 0 – 50% black ownership	3	
2) Exempted Micro Enterprise or Qualifying Small Enterprises		
Exempted Micro Enterprise (annual turn-over below R10 million) Qualifying Small Enterprises (annual turn-over between R10 million & R50 million)	2	
3) Locality		
To Qualify, bidder must include verifiable proof of business address in the Swellendam Local Municipality, older than two years.	8	
TOTAL MAXIMUM POINTS CLAIMED BY THE SERVICE PROVIDER	20	

NOTE: Points will not be allocated for failure to provide proof or evidence.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

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:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- 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

STANDARD BIDDING DOCUMENTS DECLARATION

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

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

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

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other procurement. I certify that the information furnished in these declarations (SBD 1, SBD 4 and SBD6.1) is correct and I accept that SANParks may reject the Offer or act against me should these declarations prove to be false. I confirm that I am duly authorised to sign this SBD declaration pack nominated in writing by the Chief Executive Officer or Senior Member/Person with management responsibility (Close Corporation, Partnership or Individual).

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

WITNESSES:	
1	_____
2	_____
Date	_____

Contractor

Witness for
Contractor

Employer

Witness for
Employer

2: The Contract

For Advert Purpose Only

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C1: Agreement and contract data

For Advert Purpose Only

Contractor

Witness for Contractor

Employer

Witness for Employer

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

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:

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK

CONTRACT NO: GNP-021-24

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

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

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

.....Rand

(in words);

R (in figures)

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

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

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

Contractor

Witness for
Contractor

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Employer

Witness for
Employer

Acceptance (NB: To be completed by SANParks and 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 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 signed and fully completed Form of Offer and Acceptance, 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 Employer	643 Leyds Street Muckleneuk 0002 P O Box 787 Pretoria 0001		
Name of witness			
Signature of witness		Date:	

Schedule of Deviations

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.

Contractor	Witness for Contractor	Page 54 of 122	Employer	Witness for Employer
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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:

Signature(s):

Name(s):

Contractor

Witness for Contractor

Employer

Witness for Employer

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

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

The General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947) www.saice.org.za.

The General Conditions of Contract 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, Third Edition, 2015, to which it mainly applies.

The variations to the General Conditions of Contract are:

CLAUSE	DESCRIPTION / WORDING
1.1.1	The term "the Engineer" shall be taken to mean "the Employer's Agent" as defined in clause 1.1.1.16, where "the Engineer" is used in other documentation (for example SANS / SABS standardised specifications and particular specifications in this tender document – see also C3 Scope of Work, Construction, Specifications for further "mapping of definitions").
1.1.1.13	The Defects Liability Period is 12 (twelve) months.
1.1.1.14	The maintenance works of each financial cycle must be completed between beginning April and end July (or as per mutual agreement with the Clients representative). The time for achieving Practical Completion for each financial cycle will be the end of July of the applicable financial cycle, e.g.; - Financial year 2021/22 – 31 October 2021, - Financial year 2022/23 – 31 July 2022 and - Financial year 2023/24 – 31 July 2023.
1.1.1.15	The name of the Employer is: the Chief Executive Officer, SOUTH AFRICAN NATIONAL PARKS represented by The General Manager: Infrastructure & Special Projects and/or such other person or persons duly authorised thereto by the Employer in writing.
1.1.1.16	The name of the Employer's Agent is: Infrastructure & Special Projects or their successors duly appointed by the Employer.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract .
1.2.1.2	The Employer's address for receipt of communications and notices is: Physical address: South African National Parks The General Manager: Infrastructure & Special Projects. 643 Leyds Street Muckleneuk Pretoria 0002 Postal Address: Postal Address: PO Box 787 Pretoria 0001 Telephone: (012) 426 5126
1.2.1.2	The address of the Employer's Agent is: Physical address:

Contractor

Witness for
Contractor

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Employer

Witness for
Employer

CLAUSE	DESCRIPTION / WORDING				
	South African National Parks The General Manager: Infrastructure & Special Projects. 643 Leyds Street Muckleneuk Pretoria 0002 Postal Address: Postal Address: PO Box 787 Pretoria 0001 E-mail: joep.jacobs@sanparks.org Telephone: (021) 741 2561				
3.1.3	The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: 1. Clause 3.2.1 Nomination of Employer's Agent's Representative. 2. Clause 3.2.4 Employer's Agent's authority to delegate. 3. Clause 5.8.1 Non-working times. 4. Clause 5.11.1 Suspension of the Works. 5. Clause 5.12.4 Acceleration instead of extension of time. 6. Clause 6.3.2 Orders for variations to be in writing. 7. Clause 10.1.1 Contractor's claim.				
5.3.1	The documentation to be submitted by the Contractor before commencement with Works execution are: (1) Health and Safety Plan (Refer to Clause 4.3). (2) Initial programme (Refer to Clause 5.6) - a program must be submitted for each work order issued. (3) Insurance (Refer to Clause 8.6). (4) Occupational Health and Safety Agreement (C1.4 of the Contract Document). (5) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer). (6) A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). (7) Proof to the Employer, of payment, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3).				
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days .				
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.				
5.8	Delete the words "between sunrise and sunset" in the first line and replace with "within normal working hours". <u>Add the following:</u> "Normal working hours shall be between 07h00 and 17h00 (season dependant) on weekdays from Monday to Friday, and from 07h00 until 13h00 on Saturdays. Note that the parks access gates are locked after hours and the Contractor shall make provision for transporting his staff off site in good time. The park seasonal hours are; <table> <tr> <td>Winter: April - September</td><td>07:00 - 17:00</td></tr> <tr> <td>Summer: October - March</td><td>06:00 - 18:00</td></tr> </table>	Winter: April - September	07:00 - 17:00	Summer: October - March	06:00 - 18:00
Winter: April - September	07:00 - 17:00				
Summer: October - March	06:00 - 18:00				
5.8.1	The non-working days are Saturday and Sundays. The special non-working days are: (1) All gazetted public holidays falling outside the year end break. (2) The year end-break as determined by the South African Forum of Civil Engineering Contractors (www.safcec.org.za).				

Contractor

Witness for
Contractor

Employer

Witness for
Employer

CLAUSE	DESCRIPTION / WORDING																										
	The special non-working days are: - Any statutory public holiday in terms of the Public Holidays Act, and, where such statutory public holiday falls on a Sunday, and the next Monday subsequently becomes a statutory public holiday in terms of the Public Holidays Act, then both the relevant Sunday and the relevant Monday shall be special non-working days under the contract; and - Any proclaimed statutory day of mourning, and - Any proclaimed statutory election day which is proclaimed as a statutory public holiday, and - All annual year-end shutdown periods as recommended by the South African Bargaining Council for the Civil Engineering Industry.																										
5.12.2.2	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days per month. The table shows the average number of days on which rainfall events of > 10 mm has occurred at Cape Town. <table border="1"> <thead> <tr> <th>Month</th><th>"n" Working days</th></tr> </thead> <tbody> <tr><td>January</td><td>2 days</td></tr> <tr><td>February</td><td>2 days</td></tr> <tr><td>March</td><td>2 days</td></tr> <tr><td>April</td><td>2 days</td></tr> <tr><td>May</td><td>2 days</td></tr> <tr><td>June</td><td>4 days</td></tr> <tr><td>July</td><td>4 days</td></tr> <tr><td>August</td><td>4 days</td></tr> <tr><td>September</td><td>4 days</td></tr> <tr><td>October</td><td>2 days</td></tr> <tr><td>November</td><td>2 days</td></tr> <tr><td>December</td><td>2 days</td></tr> </tbody> </table> Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days. It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained.	Month	"n" Working days	January	2 days	February	2 days	March	2 days	April	2 days	May	2 days	June	4 days	July	4 days	August	4 days	September	4 days	October	2 days	November	2 days	December	2 days
Month	"n" Working days																										
January	2 days																										
February	2 days																										
March	2 days																										
April	2 days																										
May	2 days																										
June	4 days																										
July	4 days																										
August	4 days																										
September	4 days																										
October	2 days																										
November	2 days																										
December	2 days																										
5.13.1	The penalty for failing to complete the Works is R 2 900 calendar day.																										
5.14.1	The requirements for achieving Practical Completion are when the works is fit for the intended purpose and occupation without danger or undue inconvenience to the employer.																										
5.16.3	The latent defects period is 10 Years , commencing on the day after the date of certification of Practical Completion.																										
6.2.1	No performance guarantee is required.																										
6.8.2	Contract Price Adjustment shall be applicable. The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0.10 The values of the coefficients are : a = [0.45] (labour) b = [0.30] (contractor's equipment) c = [0.15] (material) d = [0.10] (fuel – wholesale index) The urban area nearest the Port Elizabeth/ Eastern Cape Province. The base month and year is the month prior to the month in which tenders close: February 2025.																										
6.8.4	Add the following to Clause 6.8.4: Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for Tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.																										
6.10.1.5	The percentage advance on materials not yet built into the permanent Works is 0%.																										

Commented [DN1]: Risk towards SANPARKS and to cover the costs of consultants for additional works

Contractor

Witness for Contractor

Employer

Witness for Employer

CLAUSE	DESCRIPTION / WORDING
6.10.3	The limit on retention is 10% total of the Contract Price (5% of cost payable at completion, and 5% after 12 month retention period – final completion). A guarantee in lieu of retention is not permitted.
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is R0.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R100 000 (One hundred thousand rand) .
8.6.1.2	A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is not required.
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 for any single claim – the number of claims to be unlimited during the construction and Defects Liability Periods.
10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
10.5.3	The number of Adjudication Board Members to be appointed is one .
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.4.2 shall be by arbitration.

The additions to the General Conditions of Contract are:

Clause	Additions
A2	Pro forma – Form of Offer and Acceptance The Form of Offer to be used shall be the Form of Offer bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.
A3	Pro forma - Deed of Guarantee The Deed of Guarantee shall be in the form bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

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

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. GNP-021-24**

for the

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

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 excursion 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.

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

Contractor

Witness for
Contractor

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Employer

Witness for
Employer

.....(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

Witness for Contractor

Employer

Witness for Employer

C1.4: Pro-Forma – OHS Mandatory Form

TO BE COMPLETED AND SIGNED BY ALL MANDATARIES

OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

Note: Section 1(1)(xxviii) of the Act defines a "Mandatory" as including "an Agent, a Contractor or a Subcontractor for Work."

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37 (2) of the Occupational Health and Safety Act, Act No.85 of 1993, hereinafter referred to as "the Act", that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i. The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations in respect of the work included in the Contract, and
- iv. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Signed at on the day of 20.....

WITNESS:

.....

For and on behalf of the **Contractor**

WITNESS:

.....

For and on behalf of the **Chief Executive Officer
South African National Parks**

Contractor

Witness for
Contractor

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Employer

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

(c) 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

Witness for
Contractor

Employer

Witness for
Employer



Part C2: Pricing data

C2.1 Pricing Instructions

C2.2 Bill of Quantities

For Advert Purpose Only

Contractor

Witness for Contractor

Employer

Witness for Employer

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

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

- 3) Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 4) The quantities set out in the Bills of Quantities are the estimated quantities for the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 5) The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 6) 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).

Contractor

Witness for
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Employer

- 7) 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
- 8) 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.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specification.

Construction:

- 13) 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

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3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

C2.2 Bill of Quantities

CONTENTS

Schedule A - Preliminary & General
Schedule B - Roadworks
Schedule C - Water Reticulation
Schedule D - Sewer Reticulation

The full BoQ will also be available in Excel format.


Contractor


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Contractor

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Employer


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Employer

For Advert Purpose Only

Contractor

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Employer

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3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

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:

Drawings
Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)
Standardised Specifications

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Employer

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Employer

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

C3.1 Description of the Works

C3.1.1 Employer's objectives

This Contract form part of the upgrade and yearly maintenance strategy of all tourism and management road within the Bontebok National Park near Swellendam. The objective of the Bontebok National Park is to appoint one contractor to do yearly maintenance on the road infrastructure within the park over the following 3 annual budgets.

C3.1.2 Description of the works

The maintenance work to be undertaken under this project can be summarised as follows;

- Grading of gravel road.
- Re-graveling of damaged gravel road.
- Construction stormwater structures.
- Asphalt road remedial works
- And associated smaller works.

The proposed Works take place entirely within the Bontebok National Park.

C3.1.3 Extent of the Works

The work under this contract consists inter alia of the following items as directed by the Engineer:

- (a) The establishment on site of the Contractors site facilities.
- (b) Co-ordination the works with the Client.
- (c) The setting out of Works.
- (d) Extension of existing storm-water structures e.g. mitter drains and speed humps.
- (e) Wet and dry blading of gravel road.
- (f) Construction of a new wearing course layer using new imported materials from commercial sources.
- (g) Pothole repairs, edge break and slurry on asphalt roads
- (h) Clearing of the site after completion of the Works.

C3.1.4 Location of the Works and Access

The site of the works is located within the Bontebok National Park. Access to the site is gained from the N2 National Highway near Swellendam Western Cape. Refer to C4 Site information. It must be noted that the works is situated within an eco-sensitive area and no disturbance outside the road reserve (road width plus one meter each side) will be allowed. All works spaces must be seen as restricted.

C3.1.5 Temporary Works

The Contractor will be required to always maintain the existing road in operation during the course of the contract. The Contractor shall not provide a bypass for traffic but shall work in "half widths and full closure where required"

Contractor

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Employer

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

C3.2 Engineering

C3.2.1 Design

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents, unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works such as traffic accommodation signage and signalling and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Employer's Agent in the compilation of the as-built drawings.

C3.2.2 Employer's design

The Employer's design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

C3.2.3 Design brief

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 Drawings

The Contractor shall use only the setting out data and dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, at the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of all underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works applicable to the contract are issued with this tender document and will form part of the Contract Documents. The Employer reserves the right to issue new and/or amended additional drawings during the Contract.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

C3.3 Procurement

C3.3.1 PREFERENTIAL PROCUREMENT

The works shall be executed in accordance with the conditions associated with the granting of preferences detailed in Form SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022, where preferences are granted in respect of B-BBEE contribution. In particular, the Contractor may not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level than the Contractor, unless the sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

C3.3.2 SCOPE OF MANDATORY SUBCONTRACT WORK

See Tender Data

C3.3.3 SUBCONTRACTORS

C3.3.3.1 Procedure for the selection of sub-contractors / suppliers

Where monetary allowances for provisional sums or prime cost items have been provided in the Bills of Quantities, and where the work is to be executed / supplied by sub-contractors / suppliers, then the following selection process shall be followed in respect of the required sub-contractors / suppliers:

The Contractor shall invite three quotations from suitably qualified sub-contractors / suppliers, the selection of which shall be in consultation with, and to the approval of the Engineer, for the required work or items.

The evaluation of the quotation received must include a preference points system as described in 5.11 of the Tender Data.

C3.3.3.2 Attendance on subcontractors

Approval given in terms of subcontracting shall not relieve the Contractor of any responsibility, duty or obligation imposed upon him by the Contract, and the Contractor shall in particular be and remain solely liable and responsible for all acts, omissions, negligence or breaches of contract on the part of the assignee or any of his employees, and for all acts, omissions or negligence of any Sub- Contractor or any of his employees.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

C3.4 Construction

C3.4.1 Standardised Specifications

The Standard Specifications for Road and Bridge Works for State Road Authorities prepared by the Committee of Land Transport Officials (COLTO) South Africa (1988).

Description of section in the bill;

SECTION 1) The Contractor's general obligations

Payment of the lump sums tendered under this item include full compensation for all the contractor's charges in respect of the following items, collectively termed the "contractor's general obligations".

- (I) Complying with OHS Act and SANParks EMP requirements.
- (II) Setting up and maintaining his organization, personnel, camps, accommodation, ablution and other facilities, offices, stores, workshops, other temporary structures, fencing, testing facilities and construction plant on the site and their removal on completion of the contract.
- (III) Complying with the requirements of the general conditions of contract including the effecting of insurances.
- (IV) All general site and Office overheads, profit, financing costs, risks, legal and contractual responsibilities and other costs and obligations of a preliminary or general nature which are not specifically measured for payment under any other items of payment.

The lump sum tendered above shall represent full compensation for the fixed part of the contractor's general obligations.

SECTION 2)

Pavement layers constructed from gravel from Commercial sources

The unit of measurement shall be the cubic meter of compacted pavement layer, and the quantity shall be calculated from the authorized dimensions of the completed layer. The tendered rates shall include full compensation for procuring, breaking down, placing and compacting the material, including transporting the material for the sources and its removal, disposal and transporting of the oversize material, and the protection and maintenance of the layer and the conducting of control tests, all as specified. The work must include the making good the connection to existing mitre drains.

SECTION 3)

3.1 In Situ reconstruction of existing pavement

The unit of measurement shall be the cubic metre of compacted pavement layer reworked in situ, the quantity of which shall be calculated in accordance with the authorized dimensions of the completed layer. The tendered rate shall include full compensation for breaking up the existing pavement layer to the specified depth, breaking down and preparing the material, placing and compacting the material as well as the protection and maintenance of the layer, conducting control tests, measuring and demarcating the work where layers are reprocessed partly. Protecting the adjacent pavement and its repair should it be damaged.

3.2 Extra over item 3.1 for construction of additional speed humps

The unit of measurement shall be the number of completed speed humps. The tendered rates shall include full compensation for procuring and delivering to site the required material, processing, breaking down, placing, shaping and compact the material. Speed hump as detailed on drawing: BNP-7_7_1_2

SECTION 4)

Wet blading existing gravel road.

Blade and re-shape gravel road with the addition of water unless optimum surface moisture conditions exist, to correct deficiencies such as:

- Inadequate crown or super elevation.
- Potholed, rutted or corrugated conditions.
- Windrows or loose gravel.

This operation includes scarifying the road surface when necessary and recovering lost gravel from the grade side slopes (shoulder robbing) when done in conjunction with the blading and reshaping of the surface.

The unit of measurement shall be the length of the completed road. The rate is to include all necessary plant to

Contractor

Witness for
Contractor

Employer

Witness for
Employer

complete the work i.e. water-cart, grader. The work must include the making good the connection to existing mitre drains.

SECTION 5)

Sundries

5.1 Pothole repair

The unit of measurement shall be the meter square of all completed repaired potholes. The rate to include the following, marked and measured rectangular, saw-cut surfacing rectangular, excavate hole up to 150mm deep and spoil material, compacting the floor of excavation well, backfilling of excavation with stabilized commercial material up to 30mm below final road level, priming the backfilling and surfacing of backfilling with 30mm TPA medium.

5.2 Edge Breaks

The unit of measurement shall be the meter square of all completed repaired edge break. The rate to include the following, marked and measured rectangular, saw-cut surfacing rectangular, excavate asphalt and spoil material, priming the backfilling and surfacing of top of road with 50mm TPA medium.

C3.4.2 Particular Specifications

The following particular specifications shall apply to this contract and are Annexed to this Contract

Annexure A - Health and Safety Specifications for South African National Parks
Annexure B - Environmental Management Plan
Annexure C - Code of Conduct for working in the South African National Parks

C3.4.3 Known services

The Contractor shall make himself acquainted with all existing works. Under no circumstances shall the Contractor alter or in any way interfere with the existing works or underground services unless authorised by the Engineer.

Where existing works are of such a nature that the Engineer may require them to be moved by the Contractor, the cost of such work will be paid for at scheduled rates or on day works, plant and materials basis. The Contractor will be held responsible for damages to any existing works and any damages caused shall be made good at his own cost without delay.

The Contractor is to exercise care when the proposed work is to cross an existing service, or work is to be performed close to an existing service. Prior to commencement of the relevant portion of the proposed works the Contractor with the Engineer or his duly appointed representative shall also perform a visual inspection of the area in question. This inspection will not waive the Contractor of his obligations with respect care of the works referenced in the General Conditions of Contract.

C3.4.4 Damage to services

Damage that occurs to unknown services during construction will be paid by the Employer.

However, all services that have been located and exposed, and are subsequently damaged by the Contractor or his subcontractor, shall be reinstated to the same state as it was before the damage occurred at the time and cost of the Contractor.

C3.4.5 Reinstatement of services and structures damaged during construction

The Contractor shall inform the Engineer immediately when a service or structure is damaged. The extent of the damage and a proposal how to reinstate the service or structure shall be submitted to the Engineer on a sketch with dimensions and time frames.

The Contractor shall not be allowed to reinstate any service or structure unless indicated so by the Engineer. The Contractor shall render all reasonable assistance to the service or structure owner with the reinstatement of the service or the structure if required.

The Contractor shall be liable to reinstate the service or structure to its original state or for the full cost thereof if reinstated by others.

C3.4.6 Services and facilities provided by the employer

C3.4.6.1 Water and Power Supply

Water is available for construction at the Bontebok NP Reception and at the rest camp, cost of transporting the water must be included in the contractor's rates.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

The Contractor shall make his own arrangements for the supply of electricity that he may require for the execution of the works and the costs of any connections, additional reticulation and the supply of electricity shall be borne by the Contractor.

C3.4.7 Facilities provided by the contractor

The Contractor shall provide, maintain and remove his own facilities to the satisfaction of the Engineer. The Contractor shall provide the area around his office, stores and sheds (i.e. the "Camp") with adequate security fences to ensure that unauthorised persons do not enter the camp area and security personnel should be deemed necessary.

The tendered sums as scheduled by the Contractor, whether grouped or individually, shall include all costs for the installation, maintenance and removal of the fencing as specified, in addition to all other facilities specified and as required by the Contractor for his own purposes.

C3.4.7.1 Location of Contractors Camp Site

The location of the Contractor's camp shall be pointed out at the tender briefing meeting.

The Contractor shall note that the site is within a popular public amenity. The Contractor shall comply with all SANParks and Local Authority regulations including those relating to health and fire. The Contractor shall ensure that all camp facilities, including those for fuelling, comply with all such regulations. Should the contract include the end of year builders holidays the camp shall be dis-established prior to end of year close-down and re-established at start up the following year. Provision for this is made in the Bill of Quantities.

The Contractor shall provide sufficient latrine facilities for its workers as required by local regulations and these shall be located in close proximity to the work area.

The camp site shall be properly and neatly fenced using temporary fencing with secure access control. The Contractor shall be responsible for providing and maintaining his own security arrangements for the duration of the Contract.

On completion of the Works, or when ordered by the Engineer, the Contractor shall remove all temporary buildings and latrines and restore the Site to a clean and sanitary condition to the satisfaction of the Engineer and rehabilitate the area in accordance with the EMP.

Access to the site will be in a controlled manner. People visiting the site will have to sign in and out on a daily basis.

C3.4.7.2 Housing

No housing is available nor shall be allowed on site for the Contractor's employees. It is the sole responsibility of the Contractor at his own cost to house his employees and transport them to and from the site.

C3.4.8 Facilities for the Engineer

C3.4.8.1 Office accommodation

No office facilities are required for the Engineer.

C3.4.8.2 Survey equipment and assistants

Both are required for the Contract.

C3.4.8.3 Site instruction book and Site diary

The Contractor shall keep a triplicate book for site instructions on the Site at all times and provide a Site diary for daily completion by the Contractor.

C3.4.9 Laboratory Facilities

The Contractor shall provide and allow for his own facilities, apparatus and procedures for the testing of materials and the process control testing of materials and workmanship in order to ensure compliance with the requirements of the Specifications. The Engineer shall only carry out control tests.

C3.4.10 Other facilities and services

C3.4.10.1 Waste Disposal

The Contractor shall make arrangements for solid and liquid waste disposal with SANParks. Disposal will take place

Contractor

Witness for
Contractor

Employer

Witness for
Employer

at an approved Site.

C3.4.10.2 Telephone Facilities

The Contractor shall be responsible for arranging his own telephone facilities and shall be responsible for all costs relating thereto.

C3.4.10.3 Ablution Facilities

Ablution facilities are not available on site. The Contractor shall therefore make the necessary arrangement to provide these facilities. Chemical serviced toilets shall be the minimum acceptable standard as indicated in the EMP. These must be placed in a position to be approved by the Engineer. The facilities must be to the Engineer's approval and must be maintained in a clean and sanitary condition.

C3.4.11 Notice boards, signs, barricades and advertisements

All notices, signs and barricades may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to instruct the Contractor to move any sign or notice to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

C3.4.12 Dealing with water

The Contractor shall make provision and allow for all dewatering and temporary management of stormwater. All costs for this operation for the duration of the contract shall be deemed to be included in the Fixed and Value related charges.

C3.4.13 Dealing with high winds

The site is situated in a region where high winds and seasonal rain can be expected and with strong south-easterly winds during the summer months.

All heaps of materials either forming part of the excavations or imported for use in construction shall be kept covered during high winds to prevent contamination of surrounding in-situ soils.

C3.4.14 Alterations, additions, extensions and modifications to existing works.

The Contractor shall within 20 days or 10% of the construction period after taking possession of the site (whichever is the lesser), satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works and shall notify the Engineer of any areas of dissatisfaction.

C3.4.15 Wayleaves, Permissions and Permits

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

C3.4.16 Construction in restricted areas

All working space will be deemed restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

C3.4.17 Spoiling areas.

There is no spoiling area available within the park boundaries, all material must be spoiled outside the park at approved spoil sites, cost of hauling spoil material must be included in the rates.

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3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

C3.5 Management

C3.5.1 Standardised management specifications for construction works

None

C3.5.2 Particular specifications

The Particular Specifications listed in Clause 3.6 of the Scope of Works apply to this Contract.

C3.5.3 Construction Programme and Methods

The programme to be submitted by the Contractor in terms of the General Conditions of Contract shall be in the form of a bar chart with a horizontal time scale and shall clearly show all significant activities, the duration of all activities, the interdependencies (if any) of activities **and the critical path** of the overall programme, clearly related to the items or groups of items in the Bill of Quantities and indicating the quantity of work that will be completed each month and shall ideally be drawn up using a commercially available computer programme. The programme shall take account of and include

- a) all ordinary and special non-working days
- b) allowance for inclement weather as provided for in Clause 5.12.2.2 of Contract Data.
- c) Known physical conditions or artificial obstructions
- d) Searching for, dealing with and carrying out alterations to existing services, and
- e) The accommodation and safeguarding of public access and traffic

The Employer's Agent can, in consultation with the Contractor, review and request the Contractor to adjust the programme during the course of the contract to ensure that the annual budget is met.

C3.5.4 Sequence of the works

The Contractor shall include the sequence of works in the tender programme submitted with his tender offer. In determining the sequence of the works and in preparation of his Project Programme, the Contractor shall consider the following:

- a) Excavations shall remain open for the shortest possible time.
- b) Least disruption to vehicular traffic on the park's road network.
- c) The sequence of works shall be programmed to ensure that during the periods mentioned in c) above, tourist traffic is not disrupted. The maximum allowable time for a STOP/GO traffic management system will be ten (10) minutes, where it is deemed necessary.

C3.5.5 Methods and procedures

The Contractor shall advise in his tender the methods and procedures that he proposes in performing the works. These methods and procedures shall not be deemed as terms of the Contract. The Contractor is also allowed to change his methods and procedures as he sees fit subject to the change being approved by the Employer's Agent. Methods and procedures will not vary the specification and cannot be used to provide qualifications to the proposed agreement. The intention of the method statement is to provide the Employer's Agent and the Employer with information as to how he proposes to perform the said works.

- a) Normal working hours
Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday and from 07h00 until 13h00 on Saturdays. Note that the parks access gates are locked after hours and the Contractor shall make provision for transporting his staff off site in good time. The park hours are;

Winter:	April - September	07:00 - sunset
Summer:	October - March	06:00 - sunset

Work on other days or at other times shall only be allowed after agreement of the Employer and written approval has been granted by the Employer's Agent.

- b) Interference with the public
The Contractor shall ensure that none of his staff interfere in any way with the public visiting the park and

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shall be courteous at all times.

Any person ignoring this shall be removed permanently from site, all at the expense of the Contractor.

C3.5.6 Quality plans and control.

Within three weeks of the award of the contract the Contractor shall furnish the Employer's Agent with a Quality Assurance and Control plan that incorporates all of the requirements of this specification.

C3.5.6.1 Quality System

The Contractor shall, for the purposes and duration of the Contract, operate and maintain a quality management system complying with the requirements of the ISO 9000-9004 series (as applicable). The Quality System shall take the form of a co-ordinated and formally documented statement and shall include quality management objectives, policies, organisation, procedures, and work instructions that demonstrate the Contractor's implementation of the requirements of ISO 9001 - 2000 Code for Quality Management Systems.

C3.5.6.2 Project Quality Plan

The Contractor's Project Quality Plan for the Contract shall indicate how the Contractor's Quality System shall apply to the specific requirements of the Contract. It shall clearly indicate, by way of written description, schedules, flow diagrams and procedures, compliance with ISO 9001 - 2000 and compliance by Sub-Contractors to ensure compliance with ISO 9001, 9002 or 9003 - 2000, as appropriate to the classification of the product or service.

The Project Quality Plan shall identify all documentation concerning implementation of the procedures and will form part of the demonstration of conformance to requirements for the plant materials and equipment to be supplied under this Contract.

The Project Quality Plan shall be subject to the Employer's Agent's approval.

The vocabulary used shall comply with the requirements of ISO 8402-1994.

C3.5.7 Site usage

The Contractor's employees shall not be allowed to stay on site except for the duration of a working day. The only persons to be allowed on site for the duration of a calendar day shall be the site guard(s) or any personnel required to ensure proper traffic accommodation and control.

Access to the site will be in a controlled manner. People visiting the site will have to sign in and out on a daily basis.

C3.5.8 Testing, completion, commissioning and correction of defects

Workmanship, tolerances and frequency of testing are to be in accordance with relevant specifications.

The Employer reserves the right to appoint independent testing laboratories to monitor the results returned by the Contractor for the quality of materials and work performed.

The Contractor shall conduct his own testing as work proceeds to ensure that the necessary requirements and specifications are being complied with.

Once the Contractor is satisfied as to the completion of any stage of his work, he shall arrange for the following:

- Necessary measurements (survey, levels, etc.) are taken for computation of quantities.
- Information must be submitted to the Employer's Agent for approval.
- The said stage shall be tested by his own laboratory, the Employer's Agent and/or any other party requested by the Employer's Agent. This testing shall take place jointly by all the parties involved and at the direction of the Employer's Agent.
- Only once the measurement information and the results from the required tests have been submitted to and approved by the Employer's Agent, will the Employer's Agent issue a site instruction to proceed with the next stage.
- Both the Contractor and the Employer's Agent will keep the measurement information and all test results for each stage in a filing system that will enable easy access. All samples taken for testing shall be suitably referenced to enable them to be traced. This includes a dimensioned site plan where necessary.

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- The Contractor shall arrange for each testing as described above at least 24 hours in advance. Should the Contractor fail to request an inspection timeously and proceed with work without the Employer's Agent's approval, this will be at his own risk.

C3.5.9 Recording of weather

The Contractor shall be responsible for keeping accurate records of weather conditions in the Daily Site Diary, to use as substantiation of any claim for extension of time in accordance with GCC, Clause 10.1

The Contractor will inform the Employer's Agent when he is unable to proceed with the works in accordance with the approved contract program. Subject to the approval of the Employer's Agent, the rainfall and other relevant notes will be noted in the Daily Site Diary for the applicable day/s. After the event the Contractor shall provide a revised contract program motivating if the delay affects his schedule to the extent that he will need to motivate for an extension of time in accordance with the relevant GCC Clause 10.1.

The Employer's Agent, together with the Employer, shall be responsible for granting the extension of time.

C3.5.10 Format of communications

All instructions to the Contractor will be in writing and shall be deemed to have been received if left with the Contractor or his agent at the site of the works or at the business premises of the Contractor.

The format of the letters, invoices etc., will be determined and agreed at the first site meeting

C3.5.11 Key personnel

The Contractor is deemed to have in making his offer, all personnel available to perform the works entirely in the contracted time and cost. In addition he shall comply with the prevailing South African Act 85 of 1993, Occupational Health and Safety Act.

The Tenderer shall state, in the format of a schedule, the posts for which he shall consider key personnel for the Site of Works. The Contractor, once formally requested by the Employer's Agent, shall make available the contact details of all the key personnel on site.

The Employer's Agent and his duly appointed representative will be the key contacts on site.

C3.5.12 Management meetings

Monthly Progress Meetings shall be held with the first meeting called the Site Handover meeting. The Contractor will be supplied with an appropriate agenda for the progress meetings and the meetings shall be chaired by the Employer's Agent or his duly appointed representative.

The Contractor shall arrange for the Contractor's Project Manager and the Contractor's Technical Supervisor to attend these meetings when called for by the Employer's Agent.

The Employer's Agent or his duly appointed representative shall be responsible for issuing of the minutes.

C3.5.13 Forms for contract administration

The Contract will be managed by, but is not limited to, site instructions, letters, minutes of meetings and quality forms signed by the Employer's Agent or his duly appointed representative.

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C3.5.14 Electronic payments

The Contractor shall provide his banking details to enable electronic payments to be made; such payments shall be at the direction of SANParks procurement policy.

C3.5.15 Daily records

A Daily Site Diary shall be used by the Contractor for recording day by day the state of the weather, the work done each day and full details of any circumstance which may affect the progress of the works. One original sheet and two copies shall be used for each day. The original sheet of each set of 3 pages will be retained by the Employer's Agent or his representative. The Contractor may remove the second sheet but the third sheet shall be retained on the site until completion of the works, when it shall be handed over to the Employer's Agent.

C3.5.16 Reporting

The Contractor shall submit a monthly progress report to the Employer's Agent at least three days before each monthly site meeting and the report shall provide the following details:

- i) A summary of progress on site over the month preceding the site meeting as a detailed narrative to the contract programme.
- ii) Those activities which are running late in terms of the accepted programme and the Contractor's proposed actions to redress the situation.
- iii) All plant, labour and materials utilised

C3.5.17 Payment certificates

The monthly payment certificate to be submitted by the Contractor in terms of the General Conditions shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer's Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Employer's Agent's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal working days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent two (2) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent's payment certificate will be added to the times allowed to the Employer's Agent in terms of the General Conditions to submit the signed payment certificate to the Employer and the Contractor and shall also be added to the period in which the Employer is required to make payment to the Contractor.

Payment for particular items scheduled shall conform to the applicable payment clauses of the Pricing Data, Project Specifications and the Particular Specifications.

Where retention money is applicable to a Contract, the retention money shall be deducted on the invoice from the total amount for work done and then the Value Added Tax (VAT) added to calculate the total amount payable on the invoice.

If penalties are payable, they will be deducted prior to the addition of VAT but after the calculation of retention.

C3.5.18 As Built Data

The Contractor will be given a complete set of prints of the drawings upon which he shall, as the work progresses, record all amendments to and deviations from the drawings as issued to him at the start of the contract and the actual positions and levels of all the works shall be accurately determined and recorded on these as-built drawings.

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C3.5.19 Finishing and Tidying

As the works proceed the work areas shall be progressively and systematically finished off and tidied. Spoil, rubble and other materials shall not be allowed to accumulate.

The contractor shall recover all excess materials used in the works and remove from the park.

C3.5.20 Occupational Health and Safety Act

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act No. 85 of 1993 (the Act) the Contractor as an employer in its own right and in its capacity as principal contractor for the execution of the works, shall have certain obligations and the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

- a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Construction Regulations 2014 promulgated in terms of the Act, and
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed by the Act and the Construction Regulations 2014 shall be fully complied with, and
- c) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act or Construction Regulations 2014 pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge, and
- d) The Contractor shall when called upon to do so, enter into and execute an agreement as provided for under Section 37(2) of the Act. The agreement in the relevant form shall be submitted to the Employer together with a letter of good standing from the Compensation Commissioner within fourteen days after receipt of the Letter of Acceptance. The site will not be handed over to the Contractor until the Employer has received the completed Agreement and the letter of good standing.

C3.5.21 Accommodation of Traffic

The Contractor shall maintain close liaison with the SANPARKS management regarding the effect of the proposed works on vehicular traffic and access to the parks road network.

Where traffic is controlled by "stop / go" systems during construction carried out in "half widths", such control shall be maintained 30 minutes before the park's opening time and 30 minutes after the park's closing time, which times are as follows:

It is a condition of this contract that traffic is accommodated, and all signage for roadworks is provided, in accordance with the Drawings and the requirements of Volume 2 Chapter 13 of the June 1999 edition of the South African Road Signs Manual.

The Contractor shall make the best possible effort to minimise the extent of roadway required for construction and where a STOP/GO system is in place the maximum delay shall be 10 minutes.

During the Easter weekend and the end of year builder's break, all roads shall be opened to full width and all traffic control signage removed.

C3.5.22 Safety and Security

The Contractor shall be responsible for the safety and security of his personnel, materials on site and the works in general at all times. The Contractor shall therefore acquaint himself with the current situation in the areas (by liaising with the local police if necessary), and shall provide all security measures, including the employment of accredited security services, as he deems necessary to comply with the requirements of this clause.

The Contractor shall ensure that the general public is at all times protected from the works, Where the normal use by the public of, and access to roadways and all other public areas is not available due to the construction works, adequate notices and signage of such temporary closures and alternative routes shall be provided.

C3.5.23 Environmental Care

The Contractor shall refer to the SANParks Environmental Management Plan which forms part of the Contracts specifications.

The Contractor's attention is drawn to the extreme environmentally sensitive nature of the site. It is the specific requirement of this Contract that the Contractor shall at all times adhere strictly to the Environmental Management

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Plan that forms part of the project specification.

No constructional activities of any kind shall be permitted without the express prior written authority of the Employer's Agent. Such written authority shall only be given after the Contractor has provided full details and work methods of the constructional activity he proposes and his staff have completed the awareness programme.

SANParks shall nominate an Environmental Officer for the whole or part of the contract period to monitor the Contractor's compliance with his specified obligations with regard to the Environmental Management Plan.

C3.5.24 Financial Management

This contract has a budget limit and shall be completed within this budget.

The measurements in the Bill of Quantities shall be taken as provisional and Clause 6.11 of the General Conditions of Contract shall not apply to this Contract.

During the course of the contract the Employer's Agent shall determine the extent of work required to remain within budget and shall vary the quantities or areas or items of work accordingly. Any claims or variations that the Contractor requires to submit shall be done timeously and without delay.

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3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

3.6.2 PARTICULAR SPECIFICATIONS

ANNEXURE A - HEALTH AND SAFETY SPECIFICATIONS FOR SOUTH AFRICAN NATIONAL PARKS

ANNEXURE B - ENVIRONMENTAL MANAGEMENT PLAN

ANNEXURE C - CODE OF CONDUCT FOR WORKING IN THE SOUTH AFRICAN NATIONAL PARKS

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Annexure A

**Health and Safety Specifications for South African
National Parks**

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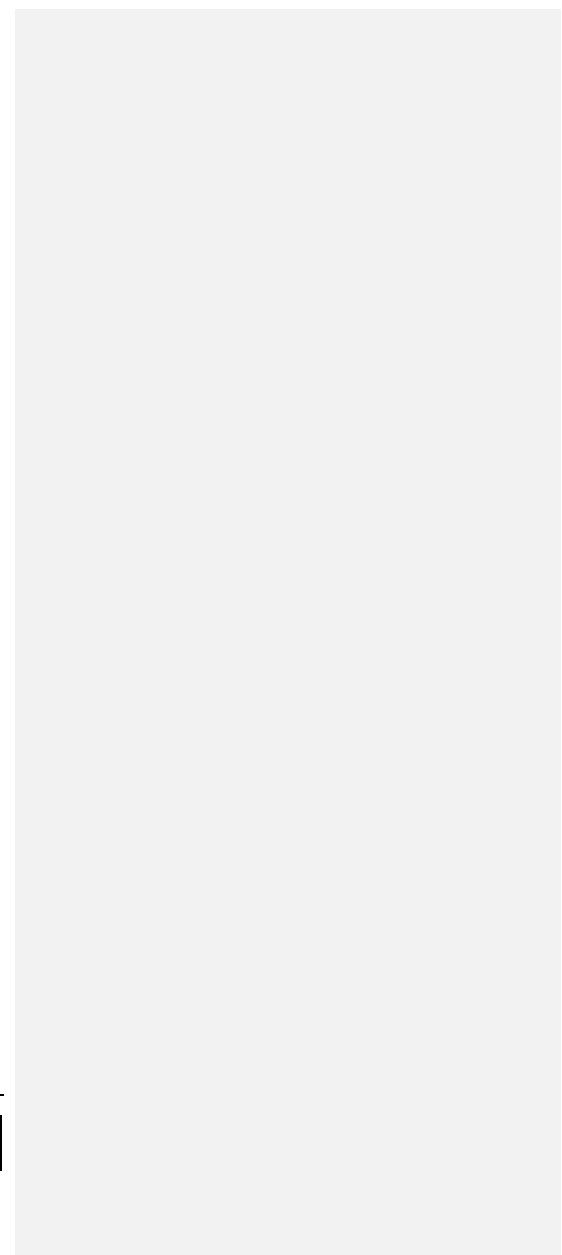
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10. HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT

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:

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Employer

Witness for
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Annexure B

Environmental Management Plan

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Environmental Management Plan

General Construction Activities in Parks

Park: BONTBOK NATIONAL PARK

Project: 3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

Prepared by:



**South African
NATIONAL PARKS**

South African National Parks
P.O. Box 787
PRETORIA
0001

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Part

1

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

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Part

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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

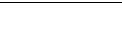
Outlined below are a number of steps, relating to increasing severity of environmental problems, which will be implemented. The principle is to keep as many issues within the first few steps as possible.

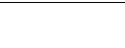
- **Step 1**

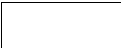
The ECO discusses the problem with the contractor or guilty party, and they work out a solution together. The ECO records the discussion and the solution implemented.

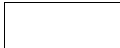
- **Step 2**

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.


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• **Step 3**

The ECO shall order the contractor to suspend part, or all, the works. The suspension will be enforced until 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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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: • 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: • Confirm the absence of archaeological sites and/or artefacts;	SANParks, ECO & Contractor

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Employer



- 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.

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
Site Plan: Before construction can begin, the Contractor shall submit a site layout plan to the ECO for approval, including: • 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
Site Camps: The following restrictions or constraints should be placed on the site camp, and construction staff in general: • 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.	ECO & Contractor

 Contractor

 Witness for Contractor

 Employer

 Witness for Employer



Mitigation / Management Action	Responsible Agent
- 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.	
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.	ECO & Contractor
Water for human consumption: Water for human consumption should be available at the site offices and at other convenient locations on site.	ECO & Contractor
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.	ECO & Contractor
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.	ECO & Contractor
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.	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
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.	ECO & Contractor
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	ECO & Contractor

 Contractor

 Witness for Contractor

 Employer

 Witness for Employer



Mitigation / Management Action	Responsible Agent
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.	
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.	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

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

Contractor

Witness for Contractor

Employer

Witness for Employer

**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: - 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
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.	ECO & Contractor
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.	ECO & Contractor

2.2.4 PROTECTION OF FAUNA

Mitigation / Management Action	Responsible Agent
- 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
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	ECO & Contractor

 Contractor

 Witness for Contractor

 Employer

 Witness for Employer



Mitigation / Management Action	Responsible Agent
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.	

2.2.6 SOIL MANAGEMENT

Mitigation / Management Action	Responsible Agent
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.	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
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.	ECO & Contractor

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: • Vegetation, • Mitre drains (aflivore), • Benches (grondwalle), • Benches consisting of sandbags, • Packing branches and rocks in small gullies and disturbed areas.	ECO & Contractor

Contractor

Witness for Contractor

Employer

Witness for Employer



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 contactor 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
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

Contractor

Witness for
Contractor

Employer

Witness for
Employer



Mitigation / Management Action	Responsible Agent
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 are carefully controlled.	ECO & Contractor
Concrete mixing may only take place in the construction camp or in agreed specific areas on	ECO &

Contractor

Witness for Contractor

Employer

Witness for Employer



Site.	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 (bund / 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 banded 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

Contractor

Witness for Contractor

Employer

Witness for Employer



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

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**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

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

Contractor

Witness for Contractor

Employer

Witness for Employer

**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

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.

 Contractor

 Witness for Contractor

 Employer

 Witness for Employer



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 No.		Rating	Item No.		Rating
1.	Vehicular access and movement of construction vehicles		12.	Sand extraction	
2.	Movement of construction personnel, labourers and equipment		13.	Stockpiling, handling and storage of building materials	
3.	Vegetation clearing		14.	Servicing and re-fuelling of construction equipment	
4.	Protection of fauna		15.	Liquid waste management	
5.	Cultural and/or archaeological sites		16.	Hazardous materials	
6.	Soil management		17.	Run-off from construction camps	
7.	Erosion control		18.	Fire	
8.	Slope protection		19.	Dust	
9.	Access roads		20.	Noise	
10.	Excavation, backfilling and trenching		21.	Visual	
11.	Levelling		22.	Site clean-up and rehabilitation	
A.	<u>Others</u>				

Remedial Action on Non-compliance: (Action and Time Plan)	

Close out: Environmental Control Officer Name _____ Date _____	Response required by: Contractor Name _____ Date _____
--	--

Comments:		
Records:		
☐ PARK MANAGER	☐ CONTRACTOR	☐ PROJECT MANAGER

Contractor

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Annexure C

Code of Conduct for working in the South African National Parks

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SOUTH AFRICAN NATIONAL PARKS

CODE OF CONDUCT FOR WORKING IN A NATIONAL PARK

OUTSIDE ORGANISATIONS WORKING TEMPORARILY IN A NATIONAL PARK

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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;
 - 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;


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- 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.
- 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 if, must be sent to the Park Manager or designated person as soon as possible.

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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.

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.

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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 REST CAMP 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:

- 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.

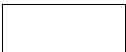
13.6 Enter or leave a Park or living quarters other than through the official gates.

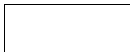
13.7 Gamble in any way.

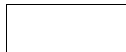
13.8 Defecate in a place or manner as to offend any other person.

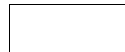
13.9 Dispose of rubble or leftovers in any place other than in bins provided.

13.10 Aimlessly loiter or hang around near or in a rest camp or personnel accommodation at any time.


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- 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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3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

Part C4: Site Information

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3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

C4. Site Information

C4 Site Information

C4.1 DESCRIPTION OF THE SITE AND ACCESS

The site of the works is located within the Western Cape.

Access to the park can be gained from the N2, Swellendam.

C4.2 CLIMATE AND WORKING CONDITIONS

The climate in the Bontebok Park region is temperate with an average rainfall of ± 500 mm per annum, occurring mainly during early summer and winter. Temperatures reach up to 40°C in summer and drop as low as 2°C in winter.

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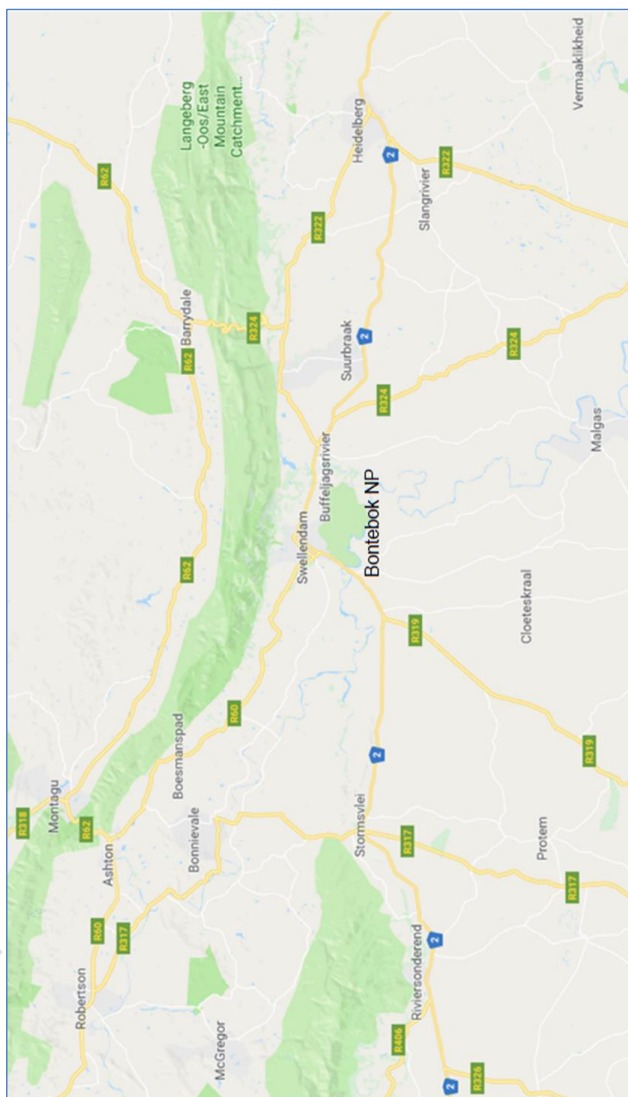
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LOCALITY PLAN



PARK LAYOUT

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A Guide to Bontebok National Park

FREE ENTRY for a year for all SANParks members

0861 GO WILD 466 48337
www.sanparks.org

Did you know? The rest camp is named after a female Khol Chief who lived in the area between 1774 and 1800.

Did you know? Swellendam is the first town in South Africa.

Accommodation

Lung Ede's Kraal Rest Camp

- 10 fully equipped self-catering chalets, each sleeping 2 – 4 people (2 adults and 2 children).
- 1 fully equipped self-catering chalet for group camping, 1 people.

Camp Hours:
Nov – Apr: 07:00 till 19:00
May – Oct: 07:00 till 18:00

Camping/Caravan
The rest camp also has caravan and campsites with or without power, all of which have communal ablution facilities. A maximum of six persons are permitted per site.

MTB Trail
Follow the route markers.

Did you know? The rest camp is named after a female Khol Chief who lived in the area between 1774 and 1800.

Did you know? Swellendam is the first town in South Africa.

Function and Braai Facility

Ideal for team get togethers, birthdays and special events. The Stroom is equipped to cater for 50 people, with a bar, kitchen, toilet and a deck overlooking the river, built in braai area, kitchen and ablutions.

River Activities

Angling Subject to the possession of an angling licence, available at Reception.

Canoeing/Kayaking Bring your own equipment.

Swimming Overnight visitors can enjoy the activity from the rest camp while day visitors can swim in the Stroom. Guests swim at own risk.

Information

Accommodation

Speed Limit

Trail

Viewpoint

Braai

Facilities

Permit Site

Hiking

Mountain Biking

Hiking Trails and Cycling/MTB Routes

1 The Acacia Trail – 1.4km
Hike through the forest at the foot of the mountain, a great opportunity for bird sightings.

2 The Blue Crane Trail – 2.2km
Passes Shilpad Dam, a perennial waterhole where birdlife, red foxes and other animals are often seen.

3 The Aloe Hill Trail – 2.3km
Passes a viewpoint overlooking the stunning scenery of the Breede River and surrounding mountains.

4 The Stroom Trail – 5.4km
Follows the riverbank, passing a viewing deck and ending at Die Stroom, a popular swimming and picnic spot.

5 The Cobra Mountain Blue Trail – 9.2km
Climb the mountain and Mool Dam in the east of the park and the longest trail.

SANParks Central Reservations
2712 428 9117
Bookbook NP 2712 514 3206

3 YEAR ROAD MAINTENANCE CONTRACT IN THE BONTEBOK NATIONAL PARK.

CONTRACT NO. GNP-021-24

Part C5: Drawings

DRAWING NO	DESCRIPTION

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