



## **SOUTH AFRICAN NATIONAL PARKS**

**CIVIL ENGINEERING RELATED WORKS IN THE KRUGER NATIONAL PARK ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF FIVE YEARS.**

**CONTRACT NO: KNP-04-020-2  
VOLUME 1**

**DRAFT TENDER DOCUMENT 3-4CE**

**FEBRUARY 2021**

**ISSUED BY: KHETHIWE SILUBANE  
SUPPLY CHAIN MANAGEMENT  
KRUGER NATIONAL PARK  
SOUTH AFRICAN NATIONAL PARKS  
P.O. BOX 787  
PRETORIA  
0001**

**NAME OF TENDERER: .....**



Contract No:

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The Tenderer is required to check for 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 Supply Chain Management 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.

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## INSTRUCTION TO TENDERER

PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

### Notice to all tenderers.

#### Employers Objective:

It is the Employer's intention with this tender to set up a panel of contractors to be appointed on an "as and when" basis for sub projects in civil engineering related works for a period of five years.

This is an original document and care must be taken by the tenderer in the following regard:

- 1) It may be printed on white paper only.
- 2) Volume 1 and Volume 2 must be bound separately and sealed in a single envelop once completed and returned as per the instruction in the Tender Data.
- 3) It may not be re-typed or altered in any way.
- 4) It must be completed in black ink – in an eligible handwriting.
- 5) It will only be available in pdf format at the websites as stated in the Tender Invitation and Tender Data.
- 6) It is compulsory to attach required documents to the relative page (where requested). Any other form of presentation (loose pages or separate documents) will not be accepted.
- 7) There will be no compulsory meeting held
- 8) The offer and acceptance form (**Page 82 to 84**) must be completed in black ink and duly signed by the authorized signatory
- 9) All returnable documents contained in **Part T2** must be completed in black ink together with proof where required
- 10) Valid original SARS Certificate of Tax Compliance must be submitted
- 11) Valid Construction Industry Development Board (CIDB) registration certificate for a grading of **3CE to 4CE** must be submitted, no tenders with lower gradings will be evaluated, Joint Ventures must comply as well
- 12) The documents contain Schedule of Rates which must be priced in its entirety. Tenderers that fail to submit the Schedule or Rates will not be evaluated.
- 13) The documents are contained in two volumes, both volumes must be submitted
- 14) Volume 1 contains nine (9) blank annexures viz:
  - Annexure 1: BEE Rating Certificate
  - Annexure 2: Certificate of Tax Compliance
  - Annexure 3: CSD Registration
  - Annexure 4: Letter of Good Standing Compensation Commissioner
  - Annexure 5: Certified Copy of Company Registration
  - Annexure 6: CIDB Registration
  - Annexure 7: Curriculum Vitae (CV) of Personnel
  - Annexure 8: Proof of Ownership of Plant and Equipment
  - Annexure 9: Completion Certificates and Reference Enquiry SheetsThese annexures are to be populated by the bidders.
- 15) Bidders must take cognizance of the criteria detailed in the functionality section and comply in detail with the criteria.
- 16) Bidders must provide contactable references for all projects and references provided, should these not be provided SANParks will not be able to verify references and bidders will not score the applicable references.
- 17) The tender documents must be submitted as a whole as issued and no parts may be omitted
- 18) Tenderers must allow for entrance permits for their staff, suppliers and sub-contractors in the preliminary and general items.
- 19) All non-bio degradable material to be removed to approved dumping sites outside of the Kruger National Park this includes any metal plastic, paint tins etc.
- 20) EMP issued as part of the documents to be adhered to, fines in accordance with the Protected Areas Act will be applied.
- 21) SANPARKS code of conduct will be enforced in its entirety, contractors to note that the maximum speed limit within the boundaries of the park is 50km/hr
- 22) CV's of competent proposed site representatives must be submitted with the documents

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- 23) All materials to comply with the applicable SANS specification, no substandard material and workmanship will be accepted
- 24) Contractors to note that payments will be made electronically within 30 days of certificates being agreed and issued in terms of the GCC
- 25) Monthly labour returns of staff employed will be required, failing which no payments will be made
- 26) The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor based on CPI and adjusted on the anniversary of the closing date on the tender.
- 27) Contractors are to note that despite the contract period being five (5) years, work will be allocated on an "as and when" required basis. No guarantee is given or implied that work will of a continuous and uninterrupted basis.
- 28) Tenderers are advised to acquaint themselves fully with the tender documentation and schedules.
- 29) Accommodation areas for staff and personnel will be provided in main camp areas and where available in bush camps and rangers post, contractors must allow for their own tents, caravans, temporary accommodation, chemical ablutions and cooking facilities. No open fires will be allowed.
- 30) Contractors to allow for travelling to and from construction sites in a radius of 50km from main camp areas and for accommodation outside of the Kruger National Park at entrance gates.
- 31) The tenders will be evaluated on functionality and price. The functionality criteria are:
  - a) **Civil engineering related works contracts (maximum 10 points) (N<sub>FU1</sub>)**

Points will be awarded for past and current experience in civil engineering related work contracts. The tenderer shall indicate and declare their past track record by attaching supporting documents to substantiate his/her claims (**certified copies of appointment letters, completion certificates and final accounts**)

Particulars and details of each individual civil engineering related work contract shall be declared and listed in **Schedule A** of the "Returnable Schedules"
  - b) **Plant and equipment for use on civil related works (maximum 10 points) (N<sub>FU2</sub>)**

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

The tenderer must complete **Schedule B** and supply **proof of ownership or an original letter of intent from a compliant plant hire company** committing the availability of the plant and equipment for the duration of the contract.
  - c) **Technical Expertise and Competency (Maximum 10 points) (N<sub>FU3</sub>)**

Points will be awarded for technical expertise and competency applicable to the key personnel and individual construction staff members within the categories listed in the document.

Particulars and details of personnel shall be declared and listed in **Schedule C** of the "Returnable Schedules"

The various individuals **must be** in the permanent employ of the tenderer to be awarded points and **curricula vitarum must be attached** to the schedules as described in the document
  - d) **Quality of civil engineering related work contracts (maximum 10 points) (N<sub>FU4</sub>)**

Points will be awarded for past and current quality of works for the projects that was listed by the Tenderer in a) Civil engineering related works contracts

Particulars and details of each related civil engineering work contract shall be declared and listed in **Schedule D** of the "Returnable Schedules." **The tenderer to ensure that the completed letters of references are attached.** The employer will contact the relevant reference/professional listed for due diligence. Reference scores obtained will be applied as a percentage against the points as listed in the document
  - e) **Time performance of related civil engineering work contracts (maximum 10 points) (N<sub>FU5</sub>)**

Points will be awarded for past and current time performance of works in individual related civil engineering work contracts for the projects that was listed by the Tenderer in a) Civil engineering related works contracts.

The tenderer shall indicate and declare their past track record in relation to related civil engineering work contracts and attach supporting documents to substantiate his/her claims (certified copies of appointment letters, completion certificates and final accounts)

Particulars and details of each related civil engineering work contract shall be declared and listed in **Schedule D** of the "Returnable Schedules." **The tenderer to ensure that the completed letters of references are attached.** The employer will contact the relevant reference/professional listed for due diligence.
- 32) Tenderers obtaining 40 or more functionality points will proceed to the second stage. Points will be rounded off to two decimal points.
- 33) Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:  
The tenderer:
  - a) is not an unincorporated joint venture;

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- b) 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;
  - c) has a minimum B-BBEE Level 2 Contribution status in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017
  - d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
  - e) 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;
  - f) the tenderer has not:
    - g) abused the employer's supply chain management system, or;
    - h) failed to perform on any previous contract and has been given a written notice to this effect
    - i) Has submitted the documentation listed in C2.23
  - j) has completed the Compulsory Enterprise Questionnaire, SBD4, 6.1, 7.1, 8, 9 and 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;
  - k) is not an unincorporated joint venture;
  - l) 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;
  - m) has a minimum B-BBEE Level 2 Contribution status in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.
  - n) is registered and in good standing with the Compensation Fund or with a licensed compensation insurer
- 34) The scope of work is for the execution of civil engineering related works in the Kruger National Park on an "as and when" basis for a period of five years.
- 35) The project consists of the following:
- a) Bulk water and sewer upgrading and maintenance works.
  - b) Small civil engineering works
- 36) SPECIFICATIONS/TERMS OF REFERENCE
- a) SANS 10400 Standardized Specifications for buildings works
  - b) SANS 1200 for civil engineering works
- 37) CONDITIONS
- a) The General Conditions of Contract 2015 is applicable in this contract.
  - b) The contract price will be adjusted annually by way of the Contract Price Adjustment Formula as provided for in the contract documents.
  - c) Penalty Clause: Penalties are R7 500.00 per calendar day for practical completion.
  - d) All staff will be subject to integrity testing as and when required
  - e) A formal Service level agreement will be entered to after award of contract
  - f) Local beneficiation is built into the Contract as follows:
    - i) 30% of all building and construction materials to be sourced from suppliers within a 150km radius of the nearest entrance gate who have a BBBEE rating of 3 or higher
    - ii) 100% of general and semi-skilled employees to be employed for local communities within a 100 km radius from the nearest entrance gate
    - iii) 50% of skilled and supervisory employees to be employed for local communities within a 100 km radius from the nearest entrance gate
    - iv) 30% of all specialist sub-contractors to be sourced from firms within a 150km radius of the nearest entrance gate who have a BBBEE rating of 3 or higher.
    - v) Should the Contractor fail to achieve the Community Participation Goals (CPG), the following penalties shall be applied:
      - vi)  $(CPG (required) - CPG (achieved)) / CPG (required) \times 2.5\%$  of Tender Value
      - vii) In the event that the Contractor can motivate that the above-noted CPG's are not achievable or are detrimental to the Construction Programme, it shall be communicated to the Client, who retains the discretion to alter the CPG.

Contractor

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38) The Instruction to Tenderers constitutes an integral part of the tender documents and must be signed by the bidder. It is accordingly bound into the tender document

Contractor \_\_\_\_\_

Date: \_\_\_\_\_

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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# The Tender

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Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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## Part T1: Tendering procedures

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Contractor

Witness for Contractor

Employer

Witness for Employer

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## T1.1: Tender Notice and Invitation to Tender

The South African National Parks invites tenders for **CIVIL ENGINEERING RELATED WORKS IN THE KRUGER NATIONAL PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS.**

Preferences are offered to tenderers for Broad-Black Based Empowerment (B-BBEE) Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017. It is a contractual condition of this tender that 30% of the work has to be subject to community participation goals.

**The following qualification criteria for preferential procurement, Preferential Procurement Regulations, 2017 apply to this tender:**

- Tenderer must have a B-BBEE status level of 1 or 2.

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

- ✓ contractors who have a contractor grading designation of **3CE** to **4CE** class of construction work; and

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **3CE** to **4CE** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation of **3CE** to **4CE** class of construction work.

**Tender documents will be available electronically on the SANParks website**

<https://www.sanparks.org/groups/tenders/>

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

### All Queries

Khethiwe Silubane

Tel No: 013 735 4352

e-mail [khethiwe.silubane@sanparks.org](mailto:khethiwe.silubane@sanparks.org)

A two-stage tender evaluation system procedure shall be applicable.

### First Stage - Functionality

- a) Civil engineering related works (maximum 10 points)
- b) Plant and equipment for use civil engineering related works (maximum 10 points)
- c) Technical Expertise and Competency (Maximum 10 points)
- d) Quality of civil engineering related contracts (maximum 10 points)
- e) Time performance of civil engineering related contracts (maximum 10 points)

Tenderers are required to score a minimum of **40** points out of a possible 50 points, (i.e. 80%), in order to proceed to the Second Stage.

Tender offers that fail to score the minimum number of functionality points for the first stage shall be rejected and

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tenderers obtaining 40 or more functionality points shall proceed to the second stage.

Second Stage

During the Second Stage the Employer shall evaluate remaining responsive tenders using Method 2: Financial offer and quality.

No compulsory clarification meeting will be held

The closing time for receipt of tenders is 19 March 2021 at 11H00

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

Telegraphic, telephonic, facsimile, electronic and late tenders will not be accepted.

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

Contractor

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### INVITATION TO BID (SBD 1 Part A)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS			
BID NUMBER:	KNP-04-020-2	CLOSING DATE:	19 MARCH 2021
			CLOSING TIME: 11H00
DESCRIPTION	CIVIL ENGINEERING RELATED WORKS IN THE KRUGER NATIONAL PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS.		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT			
Procurement office, Supply Chain Management Department, Skukuza Administration Block Kruger National Park			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Khethiwe Silubane	CONTACT PERSON	Aurel Nyambi / Eugene Swanepoel
TELEPHONE NUMBER	013 735 4352	TELEPHONE NUMBER	013 735 4226 / 013 735 4349
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	khethiwe.silubane@sanparks.org	E-MAIL ADDRESS	aurel.nyambi@sanparks.org / eugene.swanepoel@sanparks.org
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELL PHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]

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**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.**

**TERMS AND CONDITIONS FOR BIDDING (PART B)**

**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 PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**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](http://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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

Contractor

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Employer

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**T1.2: Tender Data**

<p><b>Clause number</b></p>	<p>The conditions of tender are the Standard Conditions of Tender as contained in CIDB Standard for Uniformity in Engineering and Construction Works Contracts August 2019 which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to the Tender Data.)</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of the Tender Data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>
<p>C.1.1</p>	<p>The employer is the South African National Parks.</p>
<p>C.1.2</p>	<p>The following documents form part of this tender:</p> <p>The General Conditions of Contract for Construction Works, Third Edition, 2015, prepared by the South African Institution of Civil Engineering (SAICE). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: <a href="mailto:civilinfo@saice.org.za">civilinfo@saice.org.za</a>.</p> <p>The Standard Specifications SANS/SABS-1200 as prepared by the South African Bureau of Standards (SABS) are applicable to this Contract. 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: <a href="mailto:civilinfo@saice.org.za">civilinfo@saice.org.za</a>.</p> <p>The tender documents issued by the Employer comprise:</p> <p>The Contract Document in which is bound separately:</p> <p><b>Volume 1</b>  <b>THE TENDER</b>  <b>Part T1: Tendering procedures</b>  T1.1 - Tender notice and invitation to tender  T1.2 - Tender data  <b>Part T2: Returnable documents</b>  T2.1 - List of returnable documents  T2.2 - Returnable schedules</p> <p><b>Volume 2</b>  <b>THE CONTRACT</b>  <b>Part C1: Agreements and Contract data</b>  C1.1 - Form of offer and acceptance  C1.2 - Contract data  C1.3 - Performance Bond</p> <p><b>Part C2: Pricing data</b>  C2.1 - Pricing assumptions  C2.2 - Schedule or Rates</p> <p><b>Part C3: Scope of work</b>  C3 - Scope of work and Drawings</p> <p><b>Part C4: Site information</b>  C4 - Site information</p>
<p>C.1.4</p>	<p>The employer's agent is</p> <p>Name: General Manager, Technical KNP or the delegated person</p> <p>Address: Private bag X403, Skukuza 1350; (Technical Services)</p> <p>Tel: 013 735 4226</p> <p>Fax: 013 735 4044</p>
<p>C.2.1</p>	<p>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</p>

Contractor

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Employer

Witness for Employer





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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	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <table border="1"> <tr> <td>Location of tender box:</td> <td><b>Procurement office, Supply chain Management department, Skukuza administration block Kruger National Park 1350</b></td> </tr> <tr> <td>Physical address:</td> <td><b>Procurement office, Supply chain Management department, Skukuza administration block Kruger National Park 1350</b></td> </tr> <tr> <td>Identification details:</td> <td><b>Tender for Contract Number : KNP-04-020-2</b></td> </tr> <tr> <td>Tenderer's Name and Contact Address:</td> <td><b>To be provided</b></td> </tr> </table>	Location of tender box:	<b>Procurement office, Supply chain Management department, Skukuza administration block Kruger National Park 1350</b>	Physical address:	<b>Procurement office, Supply chain Management department, Skukuza administration block Kruger National Park 1350</b>	Identification details:	<b>Tender for Contract Number : KNP-04-020-2</b>	Tenderer's Name and Contact Address:	<b>To be provided</b>
Location of tender box:	<b>Procurement office, Supply chain Management department, Skukuza administration block Kruger National Park 1350</b>								
Physical address:	<b>Procurement office, Supply chain Management department, Skukuza administration block Kruger National Park 1350</b>								
Identification details:	<b>Tender for Contract Number : KNP-04-020-2</b>								
Tenderer's Name and Contact Address:	<b>To be provided</b>								
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 90 days								
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the employer.								
C.2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> <li>• Proof of Contractor Registration issued by the Construction Industry Development Board</li> <li>• Tax Compliant status (PIN) as issued by the South African Revenue Services.</li> <li>• A copy of Company Registration form</li> <li>• A copy of Joint Venture Agreement if applicable</li> <li>• A certified Letter of Good Standing from the Compensation Commissioner.</li> <li>• Letter of intent to provide a Construction Guarantee for the project.</li> <li>• Financial statements for the preceding financial year within 12 months of the financial year end</li> <li>• Requirements as detailed in Part T2.1</li> </ul>								
C.3.4.1	<b>Tenders will not be opened in public</b>								
C.3.11	<p>The tenders will be evaluated using a two-stage system as per the Preferential Procurement Regulations 2017 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000 as follows:</p> <p><b>Option 1 of the proposal procedure:</b></p> <p>The employer shall:</p> <ul style="list-style-type: none"> <li>• Determine and test each tender offer for responsiveness in accordance with the conditions of tender and tender data. All tenders submitted will first be pre-screened for compliance with the document submission requirements as detailed in Part T2.1</li> <li>• Check responsive tenders for arithmetical errors, omissions and discrepancies in accordance with the conditions of tender and tender data</li> <li>• Obtain clarification from a tenderer in accordance with the conditions of tender and tender data</li> <li>• Evaluate responsive tenders in accordance with the conditions of tender and tender data</li> </ul> <p>Responsive tenders shall be subject to and evaluated in terms of a two-stage system tendering procedure</p>								

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**First Stage - Functionality (Quality):**

Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience, personnel, plant and equipment and financial ability to undertake work of this nature. Tenderers are required to score a minimum of 40 points out of a possible 50 points (i.e. 80% in order to proceed to the second stage) Tender offers that fail to score the minimum number of points for the first stage shall be rejected The onus rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation and award of points. Functionality points shall be awarded in accordance with the following provisions:

**d) Civil engineering related works contracts (maximum 10 points) (N<sub>FU1</sub>)**

Points will be awarded for past and current experience in civil engineering related work contracts

Similar or equivalent projects (maximum of 5 projects) are construction of water and/or sewer reticulation networks where the works may include storage, treatment or purification works.

The tenderer shall indicate and declare their past track record by attaching supporting documents to substantiate his/her claims (**certified copies of appointment letters, completion certificates and final accounts**)

**2 points per contract of value above R1 000 000** will be awarded for successfully completed or currently underway projects with sufficient supporting documentation.

Particulars and details of each individual civil engineering related work contract shall be declared and listed in **Schedule A** of the “Returnable Schedules”

**e) Plant and equipment for use on civil related works (maximum 10 points) (N<sub>FU2</sub>)**

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

Where the tenderer owns:

- Minimum 1 Water Cart (6000 litre or larger) – 1 point maximum;
- Minimum 2 Tipper Trucks (6 m<sup>3</sup> struck capacity or larger) – 3 points maximum;
- Minimum 1 Tractor Loader Backhoe (TLB) = 2 points; 1 point per TLB beyond minimum of 1 up to maximum of 4 points;
- Minimum 1 Excavator 20 ton = 2 points; 2 point per Excavator 20 ton beyond minimum of 1 up to maximum of 4 points;
- Minimum 2 Concrete Mixers (175 litre or larger) – 2 points maximum
- Minimum 2 pedestrian rollers 300mm to 900mm wide = 2 points maximum

The tenderer must complete **Schedule B** and supply **proof of ownership or an original letter of intent from a compliant plant hire company** committing the availability of the plant and equipment for the duration of the contract. Points will be calculated by:

$$N_{FU2} = \frac{P_{earn}}{P_{total}} * 10$$

Where

$P_{earn}$  = Points earned for plant and equipment

$P_{total}$  = Total points available (16 points)

**f) Technical Expertise and Competency (Maximum 10 points) (N<sub>FU3</sub>)**

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	<p>Points will be awarded for technical expertise and competency applicable to the key personnel and individual construction staff members within the categories listed below and who must be available for the execution and completion of the works. All staff noted must have experience in the size of projects noted in a) above.</p> <p><u>Contracts Manager:</u></p> <ul style="list-style-type: none"><li>• Who has a minimum of ten years related civil engineering work experience with five years at a senior managerial level - 2 points;</li><li>• Who has a minimum of five years supervisory experience as a site agent in related civil engineering work - 2 points;</li></ul> <p><u>Site Agent:</u></p> <ul style="list-style-type: none"><li>• who has a minimum of five years related civil engineering work experience - 2 Points;</li><li>• who has a minimum of two years supervisory experience as a competent site agent in related civil engineering work -2 points maximum;</li></ul> <p><u>Skilled Personnel:</u></p> <p>Points will be awarded for the following categories of technical support staff in full time employ of the tenderer:</p> <ul style="list-style-type: none"><li>• Site dedicated competent person in terms of the Construction Regulation (Safety Officer) - 1 point;</li><li>• A quantity surveyor/civil technologist with a minimum of a B Tech qualification with at least 5 years' experience - 1 point;</li></ul> <p>Particulars and details of personnel shall be declared and listed in <b>Schedule C</b> of the "Returnable Schedules"</p> <p>Points will be awarded for expertise between the specified years of construction experience stated using the following methodology:</p> <p>Example 1:</p> <p><i>A Contracts Manager with 6 years (senior management level) of related civil engineering work experience and 1 year of supervisory experience as a site agent in related civil engineering work</i></p> <ul style="list-style-type: none"><li>• Points awarded for experience = 2 points, the specified minimum years for related civil engineering work experience is 5 years at management level.</li><li>• Points awarded for supervisory experience = 0 points, the specified minimum years for supervisory experience as a site agent in related civil engineering work is 2 years</li></ul> <p>Example 2:</p> <p><i>A Site Agent with 6 years of related civil engineering work experience and 3 year of supervisory experience as a site agent in related civil engineering work.</i></p> <ul style="list-style-type: none"><li>• Points awarded for experience = 2 points, the specified minimum years for related civil engineering work experience is 5 years</li><li>• Points awarded for supervisory experience = 2 points, the specified minimum years for supervisory experience as a site agent in related civil engineering work is 2 years</li></ul> <p>The same methodology will apply in the evaluation of skilled personnel</p> <p>Detailed information applicable to each of the key personnel listed above shall be declared and listed in</p>
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**Schedule C** of the “Returnable Schedules” that will be incorporated into the contract

The various individuals **must be** in the permanent employ of the tenderer to be awarded points and **curricula vitarum must be attached** to the schedules as described above

e) **Quality of civil engineering related work contracts (maximum 10 points) (N<sub>FU4</sub>)**

Points will be awarded for past and current quality of works for the projects that was listed by the Tenderer in a) Civil engineering related works contracts (N<sub>FU1</sub>).

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

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

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

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

f) **Time performance of related civil engineering work contracts (maximum 10 points) (N<sub>FU5</sub>)**

Points will be awarded for past and current time performance of works in individual related civil engineering work contracts for the projects that was listed by the Tenderer in a) Civil engineering related works contracts (N<sub>FU1</sub>).

The tenderer shall indicate and declare their past track record in relation to related civil engineering work contracts and attach supporting documents to substantiate his/her claims (certified copies of appointment letters, completion certificates and final accounts)

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

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

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

Particulars and details of each related civil engineering work contract shall be declared and listed in **Schedule D** of the "Returnable Schedules." **The tenderer to ensure that the completed letters of references are attached. The employer will contact the relevant reference/professional listed for due diligence.**

References obtained will be applied as a percentage against the points as listed above

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

$$N_{FU} = N_{FU1} + N_{FU2} + N_{FU3} + N_{FU4} + N_{FU5}$$

Tenderers obtaining 40 out of 50 maximum points will proceed to the second stage. Points will be rounded off to two decimal points.

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

**Second Stage**

During the second stage the Employer shall evaluate the remaining responsive tenders as per the Preferential Procurement Regulations 2017 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000 using the tender evaluation method Financial and Quality and associated evaluation criteria and weightings that are specified in the tender data

C3.11.1 The procedure for the evaluation of responsive tenders is Financial and Quality  
The financial offer is scored using Formula:

$$N_{FO} = W_1 * \frac{P_m}{P}$$

where

$N_{FO}$  is the number of tender evaluation points awarded for the financial offer;

$W_1$  is 50 ;

$P_m$  is the comparative offer of the most favourable comparative offer;

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	<p><math>P</math> is the comparative offer of the tender offer under consideration.</p> <p>Calculate the total number of tender evaluation points for quality (<math>N_{FU}</math>) using the following formula:</p> $N_{FU} = W_2 * \frac{S_O}{M_S}$ <p>Where  <math>W_2</math> is 50  <math>S_O</math> is the score for quality allocated to the submission under consideration;  <math>M_S</math> is the maximum possible score for quality in respect of a submission.</p> <p>Calculate the total number of tender evaluation points (<math>T_{EV}</math>) in accordance with the following formula:</p> $T_{EV} = N_{FO} + N_{FU}$
C.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>c) the tenderer has not:             <ul style="list-style-type: none"> <li>i) abused the employer's supply chain management system;</li> <li>or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>e) has completed the Compulsory Enterprise Questionnaire, SBD4, 6.1, 7.2, 8, 9 and 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.</li> </ul>
C.3.17	<p>Provide to the successful tenderer <b>one</b> copy of the signed contract document.</p>

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## Standard conditions of tender

### Annex C of the Standard for Uniformity in Engineering and Construction Works Contracts

#### C.1 General

##### C.1.1 Actions

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

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

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

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

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

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

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

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

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

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

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### C.1.4 Communication and employer's agent

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

### C.1.5 Cancellation and Re-Invitation of Tenders

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

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

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

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

### C.1.6 Procurement procedures

#### C.1.6.1 General

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

#### C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

#### C.1.6.3 Proposal procedure using the two stage-system

##### C.1.6.3.1 Option 1

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

**C.1.6.3.2 Option 2**

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

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

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

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

**C.2.2 Cost of tendering**

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

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

**C.2.10 Pricing the tender offer**

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

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

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

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

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

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

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

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

**C.2.13 Submitting a tender offer**

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

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

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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all 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.

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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

C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

**C.2.17 Clarification of tender offer after submission**

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

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

**C.2.18 Provide other material**

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

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

**C.2.19 Inspections, tests and analysis**

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

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**C.2.20 Submit securities, bonds and policies**

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

**C.2.21 Check final draft**

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

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

**C.3 The employer's undertakings**

**C.3.1 Respond to requests from the tenderer**

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

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

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

**C.3.2 Issue Addenda**

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

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

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

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

**C.3.5 Two-envelope system**

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

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

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

### C.3.6 Non-disclosure

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

### C.3.7 Grounds for rejection and disqualification

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

### C.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### C.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:

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

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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

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

**C.3.10 Clarification of a tender offer**

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

**C.3.11 Evaluation of tender offers**

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

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

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

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

### C.3.12 Insurance provided by the employer

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

### C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### C.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer

### C.3.15 Complete adjudicator's contract

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

### C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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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

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Witness for Employer



Contract No:

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## Part T2: Returnable Schedules

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Contractor

Witness for Contractor

Employer

Witness for Employer

**T2.1: List of Returnable Documents**

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

The tenderer must complete the following returnable documents:

**1 Returnable Schedules required only for tender evaluation purposes**

- Schedule A Related civil engineering works contracts (maximum 10 points)
- Schedule B of Plant and equipment for use on civil related works (maximum 10 points)
- Schedule C Technical Expertise and Competency
- Schedule D Quality and Time performance of civil engineering work contracts
- Resolution of board of directors / members / partners
- Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (if applicable)
- Special Resolution of Joint Venture Partners
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Schedule of Subcontractors
- Signed instructions to tenderers document (refer page 3)
- Health and Safety Specifications Acknowledgement

**2 Other documents required only for tender evaluation purposes**

- Proof of Contractor Registration issued by the Construction Industry Development Board - Compulsory
- A valid Tax compliance status issued by the South African Revenue Services - Compulsory
- An original and valid B-BBEE Status Level verification Certificate or certified copy thereof
- Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy
- Letter of good standing from the Compensation Commissioner – Compulsory
- Copy of Central Supplier Database registration – Compulsory
- Letter of intent for a Construction Guarantee – Compulsory
- Financial statements for the preceding financial year within 12 months of the financial year
- Quality information (Curriculum vitae, reference letters, etc.)

**3 Returnable Schedules that will be incorporated into the contract**

- Form SBD 4: Declaration of interest
- Form SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2017.
- Form SBD 7.1: Contract Form: Purchase of Goods/Works
- Form SBD 8: Declaration of Past Supply Chain Management practice
- Form SBD 9: Certificate of independent Bid Determination

**4 Other documents that will be incorporated into the contract**

- Annexure A Health and Safety Specifications for General Construction Activities
- Annexure B Code of conduct for working in a National Parks
- Annexure C Environmental Management Plan for General Construction Activities
- Annexure D Local beneficiation goals

**5 C1.1 Offer and Acceptance (the offer portion of C1.1)**

**6 C1.2 Contract Data (Part 2)**

**7 C2.2 Schedule of Rates (As per tender document, completed in black ink)**

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

**THE FOLLOWING INFORMATION MUST BE SUBMITTED FOR QUALITY EVALUATION:**

- a) Civil engineering related works contracts (maximum 10 points)
  - List of similar type of projects (type of project and value)
  
- b) Technical Expertise and Competency (Maximum 10 points)  
Curriculum Vitae of:
  - Contracts Management
  - Site Agent
  - Other Skilled staff
  
- c) Quality of related civil engineering work contracts (maximum 10 points)
  - Reference form of 5 (five) companies to be attached to measure this aspect (see format to be used)
  
- d) Time performance of related civil engineering work contracts (maximum 10 points)
  - Reference form of 5 (five) companies to be attached to measure this aspect (see format to be used)

**PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND PROVIDE SUPPORTING DOCUMENTATION FOR THE QUALITY EVALUATION**

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

**Schedule A Civil engineering works contracts (maximum 10 points) - List of similar type of projects completed during the past 5 (five) years or in process.**

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

Employer: Contact Person and Telephone Number	Consulting Engineer: Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Completed or Expected to be Completed	Points awarded (2 per valid contract)

SIGNATURE: .....

DATE: .....

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

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

**Schedule B of Plant and equipment for use on civil related works (maximum 10 points)**

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

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

**Schedule C Technical Expertise and Competency (Maximum 10 points)**

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

**The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.**

Category of Employee	Number of Persons	
	Personnel, Part of the Contractor's Organisation	Personnel to be contracted if not available within the employ of the company
#Contract Manager		
#Site Agent		
#Skilled personnel such as Site technicians, Quantity Surveyor and Safety officers		
Others:		
.....	.....	.....
.....	.....	.....
.....	.....	.....

**Notes. The categories marked are Key Personnel.**

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

DATE: .....

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

**Schedule D Quality and Time performance of civil engineering work contracts  
REFERENCE TO BE OBTAINED BY TENDERER FOR HIS SELECTED PROJECTS**

Tenderer to provide 5x letters of reference.

Projects as listed in Schedule A shall be referenced on letter of reference.

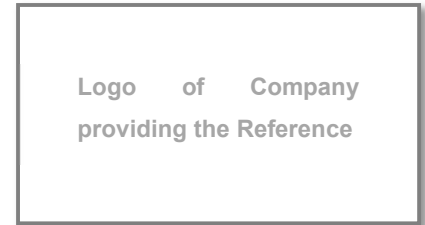
TO:

ATTENTION:

COMPANY:

CONTACT NR:

EMAIL:



**REFERENCE: NAME OF CONTRACT & CONTRACT NUMBER**

<b>Contractor:</b>					
<b>Contract Description:</b>					
<b>Contract Value:</b>					
<b>Contract Duration - Start date &amp; end date:</b>					
<b>Project site:</b>					
<b>Key performance areas</b>		<b>Tick <math>\checkmark</math> applicable box</b>			
<b>d)</b>	<b>Quality of work</b>	<b>Poor</b> 40 points	<b>Satisfactory</b> 70 points	<b>Good</b> 90 points	<b>Very Good</b> 100 points
1	Ability of key personnel.				
2	Quality of workmanship.				
3	Contractual knowledge (JBCC/GCC).				
4	Financial competence.				
5	Site administration.				
<b>e)</b>	<b>Time performance of contract</b>	<b>Poor</b> 40 points	<b>Satisfactory</b> 70 points	<b>Good</b> 90 points	<b>Very Good</b> 100 points
1	Practical implementable programme.				
2	Achieving target dates.				
3	Ability to catch up on time lost.				
4	Ability to co-ordinate adequate resources when needed.				

Was the contractor claim orientated?      Yes       No

Was this project completed successfully?      Yes       No

Name and surname of person providing this reference: .....

Signature: .....

Date: .....

Judgement example for the reference shown below.

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

Score	Rating	Qualitative indicator		
		Example 1 (Proposed Organization and staffing)	Example 2 (Approach paper)	Example 3 (Knowledge of issues pertinent to the project)
0	No response	Failed to provide information.	Failed to provide information.	Failed to provide information.
40	Poor	The organization chart is sketchy, the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities.	The technical approach and/or methodology is poor/is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	Key staff have limited experience of issues pertinent to the project.
70	Satisfactory	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate.	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed, etc. is too generic.	Key staff have reasonable experience of issues pertinent to the project.
90	Good	Besides attaining the "satisfactory" rating, staff are well-balanced, i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities. Some members of the project team have worked together before on limited occasions.	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that might occur during execution. The quality plan and approach to managing risk, etc. is specifically tailored to the critical characteristics of the project.	Key staff have extensive experience of issues pertinent to the project.
100	Very good	Besides attaining the "good" rating, the proposed team is well-integrated and several members have worked together extensively in the past.	Besides attaining the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.	Key staff have outstanding experience of issues pertinent to the project.

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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:**

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

\_\_\_\_\_

(Project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

- \*Mr/Mrs/Ms:

\_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Note:  
1. \* Delete which is not applicable

**ENTERPRISE STAMP**

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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:**

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_  
*(Project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per Tender Document)*

4. The Principal Partner of the Joint Venture will be

\_\_\_\_\_

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

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness for Contractor

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness for Employer



Contract No:

5. \*Mr/Mrs/Ms:

\_\_\_\_\_

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

and who will sign as follows:

\_\_\_\_\_

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

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

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness for Contractor

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness for Employer



Contract No:

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

Note:

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

**ENTERPRISE STAMP**

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

KNP-04-020-2

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. \_\_\_\_\_  
\_\_\_\_\_
- 9. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

On \_\_\_\_\_ *(date)*

**RESOLVED that:**

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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

\_\_\_\_\_

\_\_\_\_\_

(Project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

- B. Mr/Mrs/Ms:

\_\_\_\_\_

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

and who will sign as follows:

\_\_\_\_\_

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

- C. The Enterprises constituting the Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: \_\_\_\_\_
- D. The Enterprises to the Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Joint Venture deriving from, and in any way connected with, the contract entered into with the South African National Parks in respect of the project described under item A above.
- E. Any of the Enterprises to the Joint Venture intending to terminate the Joint Venture agreement, for whatever reason, shall give the South African National Parks 30 day's written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the South African National Parks for the due fulfilment of the obligations of the Joint Venture as mentioned under item D above.
- F. No Enterprise to the Joint Venture shall, without the prior written consent of the other Enterprises to the Joint Venture and of the South African National Parks, cede any of its rights or assign any of its obligations under the Joint Venture agreement in relation to the contract with the South African National Parks referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Joint Venture for all purposes arising from the Joint Venture agreement and the contract with the South African National Parks in respect of the project under item A above:

Physical address: \_\_\_\_\_

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

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

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness for Contractor

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness for Employer



Contract No:

	Name	Capacity	Signature
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



Contract No:

## Compulsory Enterprise Questionnaire

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

**Section 1: Name of enterprise:**

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

**Section 3: CIDB registration number, if any:**

**Section 4: CSD number:**

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 6: Particulars of companies and close corporations**

Company registration number . . . . .

Close corporation number . . . . .

Tax reference number . . . . .

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

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

**Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement**

**Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

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

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

Signed		Date	
Name		Position	
Enterprise name			

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

### Record of Addenda to tender documents

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

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

Name	Position	Signed

Name of Tenderer	Date

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

**Proposed Amendments and Qualifications**

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

Page	Clause or item	Proposal

Name	Position	Signed

Name of Tenderer	Date

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

**HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT**

**Contractor's Acknowledgement:**

I, \_\_\_\_\_ representing  
\_\_\_\_\_ (Contractors),

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

Signature of Contractor

Date

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness for Contractor

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness for Employer

Contract No:

## SBD 4 DECLARATION OF INTEREST

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....

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

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed: .....

Position occupied in the state institution: .....

Any other particulars: .....

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

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

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

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

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

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

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

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

[Signature box]

Contractor

[Signature box]

Witness for Contractor

[Signature box]

Employer

[Signature box]

Witness for Employer



Contract No:

.....  
 .....

2.11 Do you or any of the directors / trustees /shareholders/ members of the company have any **YES / NO** interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Number	Income Reference	State Number / Personnel Number	Employee Personnel Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

Contractor

Witness for Contractor

Employer

Witness for Employer

CIVIL ENGINEERING RELATED WORKS IN THE KRUGER NATIONAL PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS.



South African  
NATIONAL PARKS

KNP-04-020-2

Contract No:

---

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS	POINTS
<b>PRICE AND QUALITY</b>	80	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

#### 2. DEFINITIONS

(a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

Black Economic Empowerment Act;

- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE AND QUALITY**

**3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

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

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p> <p>ADDRESS .....</p>
---

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

### SBD 7.1

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax compliance status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
  
2. An official order indicating delivery instructions is forthcoming.
  
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract

SIGNED AT: ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

### SBD 8

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

..... <b>Signature</b>	..... <b>Date</b>
..... <b>Position</b>	..... <b>Name of Bidder</b>

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

**SBD 9**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

[Signature Box]

Contractor

[Signature Box]

Witness for Contractor

[Signature Box]

Employer

[Signature Box]

Witness for Employer

Contract No:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
**(Bid Number and Description)**

in response to the invitation for the bid made by:

\_\_\_\_\_  
**(Name of Institution)**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (b) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.

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Contractor

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Witness for Contractor

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness for Employer



Contract No:

<sup>3</sup> 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.

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. 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.
- 10. 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.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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# **T2: ANNEXURE 1: BEE RATING CERTIFICATE**

## **- TO BE INSERTED BY BIDDER -**

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Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

# T2:ANNEXURE 2: CERTIFICATE OF TAX COMPLIANCE

The tenderer shall complete the declaration below.

I, ..... (name)  
the undersigned in my capacity as ..... (position)  
on behalf of .....  
(name of company)

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

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

SIGNATURE: .....

DATE: .....

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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## **T2: ANNEXURE 3: CSD REGISTRATION - TO BE INSERTED BY BIDDER -**

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Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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# **T2: ANNEXURE 4: LETTER OF GOOD STANDING COMPENSATION COMMISSIONER – TO BE INSERTED BY BIDDER -**

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Contractor

Witness for Contractor

Employer

Witness for Employer

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# **T2: ANNEXURE 5: CERTIFIED COPY OF COMPANY REGISTRATION – TO BE INSERTED BY BIDDER –**

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Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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# **T2: ANNEXURE 6: CIDB REGISTRATION**

## **- TO BE INSERTED BY BIDDER C -**

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Contractor

Witness for Contractor

Employer

Witness for Employer

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# **T2: ANNEXURE 7: CURRICULUM VITAE (CV) OF PERSONNEL – TO BE INSERTED BY BIDDER -**

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Contractor

Witness for Contractor

Employer

Witness for Employer

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# **T2: ANNEXURE 8: PROOF OF OWNERSHIP OF PLANT AND EQUIPMENT – TO BE INSERTED BY BIDDER -**

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Contractor

Witness for Contractor

Employer

Witness for Employer

# **T2: ANNEXURE 9: COMPLETION CERTIFICATES AND REFERENCE ENQUIRY SHEETS – TO BE INSERTED BY BIDDER –**

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Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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## VOLUME 2

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*(To be bound separately for Volume 1)*

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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# C: The Contract

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Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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# Part C1: Agreement and contract data

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Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

**C1. AGREEMENTS AND CONTRACT DATA**

**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:

**CIVIL ENGINEERING RELATED WORKS IN THE KRUGER NATIONAL PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS.**

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

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

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

.....  
.....Rand (in words);  
.....R.(in figures) (or other suitable wording)

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer .....  
(Name and address of tenderer)

Name and Signature .....  
of witness

Date .....

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

**Acceptance**

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 C2 Pricing data'

Part C4 Site information and drawings and 'documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.'

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer .....

(Name and address of employer)

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

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

**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.
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, become 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 .....

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 returnable 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.

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

**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

.....  
Name

.....  
Capacity

Signature and name of witness:

.....  
Signature

.....  
Name

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

## CONTRACT DATA

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

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

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

## CONDITIONS OF CONTRACT

### General Conditions of Contract

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

### **SAICE**

SAICE House  
Block 19  
Thornhill Office Park  
Bekker Street  
MIDRAND  
1685

### **Gauteng Province**

Tel: (011) 805-5947  
Fax: (011) 805-5971.  
Email: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)  
Web: [www.saice.org.za](http://www.saice.org.za)

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

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

**Special Conditions of Contract**

**1. GENERAL**

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

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

**AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**

**The additional clauses to the General Conditions of Contract are:**

**SCC 5.12 EXTENSION OF TIME FOR PRACTICAL COMPLETION**

Add the following to the sub-clause:

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

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

Specification ISO 10845-Part 5-8 applies:

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

**PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS**

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

**Applicable labour laws**

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

**1) Introduction**

1.1. This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). In this contract it shall apply to the targeted labour employed by the Contractor. These terms

Contractor

Witness for Contractor

Employer

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Contract No:

and conditions do NOT apply to persons employed in the supervision and management of a EPWP.

a. In this document –

- 1.1.1. "Department" means any department of the State, implementing agent or contractor;
- 1.1.2. "Employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- 1.1.3. "Worker" means any person working in an elementary occupation on an EPWP;
- 1.1.4. "Elementary occupation" means any occupation involving unskilled or semi-skilled work;
- 1.1.5. "Management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- 1.1.6. "Task" means a fixed quantity of work;
- 1.1.7. "Task-based work" means work in which a worker is paid a fixed rate for performing a task;
- 1.1.8. "Task-rated worker" means a worker paid on the basis of the number of tasks completed;
- 1.1.9. "Time-rated worker" means a worker paid on the basis of the length of time worked."

**i. Terms of Work**

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

ii.

**iii. Normal Hours of Work**

- 1.1 An employer may not set tasks or hours of work that require a worker to work–
  - (a) More than forty hours in any week
  - (b) On more than five days in any week; and
  - (c) For more than eight hours on any day
- 1.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 1.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

**iv. Meal Breaks**

- 1.1. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 1.2. An employer and worker may agree on longer meal breaks
- 1.3. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 1.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

**v. Special Conditions for Security Guards**

- 5.1. A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2. A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

**vi. Daily Rest Period**

Contractor

Witness for Contractor

Employer

Witness for Employer

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

**vii. Weekly Rest Period**

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

**viii. Sick Leave**

- 8.1. Only workers who work more than 24 hours per month have the right to claim sick pay in terms of this clause.
- 8.2. A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 8.3. A worker may accumulate a maximum of twelve days' sick leave in a year.
- 8.4. Accumulated sick leave may not be transferred from one contract to another contract.
- 8.5. An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 8.6. An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 8.7. An employer must pay a worker sick pay on the worker's usual payday.
- 8.8. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- 8.8.1. Absent from work for more than two consecutive days; or
- 8.8.2. Absent from work on more than two occasions in any eight-week period.
- 8.9. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 8.10. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**ix. Maternity Leave**

- 9.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 9.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 9.5. A worker may begin maternity leave –
- (a) Four weeks before the expected date of birth; or
- (b) On an earlier date –
- (i) If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

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Contractor

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Witness for Contractor

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Employer

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Witness for Employer

- (ii) If agreed to between employer and worker; or
  - (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 9.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

**x. Family responsibility leave**

- 10.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
- (a) When the employee's child is born;
  - (b) When the employee's child is sick;
  - (c) in the event of a death of –
    - (i) The employee's spouse or life partner;
    - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

**xi. Statement of Conditions**

- 11.1. An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the EPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the EPWP.
- 11.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 11.3. An employer must supply each worker with a copy of these conditions of employment.

**xii. Keeping Records**

- 12.1. Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
  - (b) copy of an acceptable worker identification
  - (c) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (d) in the case of a time-rated worker, the time worked by the worker;
  - (e) payments made to each worker.
- 12.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.

**xiii. Payment**

- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2. A worker may not be paid less than the minimum EPWP wage rate as per the labour department rate for the project area or per task. This will be annually adjusted in-line with inflation.
- 14.3. A task-rated worker will only be paid for tasks that have been completed.

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Contractor

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Witness for Contractor

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Employer

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Witness for Employer

- 14.4. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.5. A time-rated worker will be paid at the end of each month.
- 14.6. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.7. Payment in cash or by cheque must take place –
  - (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 14.8. An employer must give a worker the following information in writing –
  - (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- 14.9. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- 14.10. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

#### **xiv. Deductions**

- 14.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 14.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 14.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 14.4. An employer may not require or allow a worker to –
  - (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

#### **xv. Health and Safety**

- 15.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 15.2. A worker must –
  - (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the EPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;
  - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

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Contractor

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Witness for Contractor

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Employer

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Witness for Employer

**xvi. Compensation for Injuries and Diseases**

- 16.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 16.2. A worker must report any work-related injury or occupational disease to their employer or manager.
- 16.3. The employer must report the accident or disease to the Compensation Commissioner.
- 16.4. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**xvii. Termination**

- 17.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2. A worker will not receive severance pay on termination.
- 17.3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 17.4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes.
- 17.5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

**xviii. Termination**

- 18.1 On termination of employment, a worker is entitled to a certificate stating –
  - (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the EPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the EPWP;
  - (f) the period for which the worker worked on the EPWP;
  - (g) any other information agreed on by the employer and worker.

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

**SCC 11.5**

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

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

**APPENDIX A: TRANSFER OF RIGHTS**

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

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

Contract No: ..... For (contract title)

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

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

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

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

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

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

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

Description of Item	Unit	Quantity	Rate	Amount	Supplier
<b>Total Value of Materials and goods</b>					

\_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 Witness for Contractor

\_\_\_\_\_  
 Employer

\_\_\_\_\_  
 Witness for Employer



Contract No:

---

**Signed by:** ..... **Date:** .....

for and on behalf of the Contractor.

**Witnessed by:** ..... **Date:** .....

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

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

**PART A: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this contract.

<b>REFERENCE</b>	<b>CONTRACT SPECIFIC DATA BY THE EMPLOYER</b>
Clause 1.1.1.13:	The Defects Liability Period is 12 months.
Clause 1.1.1.14:	The time for achieving Practical as per agreed sub project
Clause 1.1.1.15:	Name of Employer: South African National Parks represented by the Chief executive officer /or such other person or persons duly authorised thereto by the Employer in writing.
Clause 1.2.1.2:	Address of Employer: <u>Physical:</u> <b>South African National Parks</b> Contact Person: Chief Executive Officer Procurement Office, Skukuza,      Telephone: 013 735 4044 Kruger National Park      Fax: 013 735 4044 Mpumalanga Province
Clause 1.1.1.16:	The name of the Employer’s Agent is General Manager Technical KNP /or such other person or persons duly authorised thereto by the Employer in writing.
Clause 1.3.4	For each sub project awarded a supplementary agreement will be concluded.
Clause 1.2.1.2:	The address of the Engineer: <u>Physical:</u> <b>South African National Parks</b> Contact Person: General Manager Technical Procurement Office, Skukuza,      Services KNP Kruger National Park      Telephone: 013 735 4044 Mpumalanga Province      Fax: 013 735 4044
Clause 1.1.1.26:	The Pricing Strategy is by Re-measurement Contract.
Clause 5.1.1 and 5.8.1:	Non-working days are Sundays. Special Non-working days are the following statutory public holidays as declared by National or Regional Government: New Year’s Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women’s Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year-end break. The year-end break commences on the first working day after 15 December and ends on the first working day after 1 January of the next year.
Clause 3.2.3	The Employer's Agent shall obtain the specific approval of the Employer before carrying out any of his functions or duties according to the following Clauses of the General Conditions of Contract: Clause 6.4 - The Engineer requires the Employers approval in order to authorise any expenditure in excess of the tender Sum excluding contingencies
Clause 5.3.1:	The following documentation is to be provided by the Contractor before commencement of each sub project: <ul style="list-style-type: none"> <li>• Health and Safety Plan as per Clause 4.3 (including any Covid-19 requirements)</li> <li>• Initial Programme as per Clause 5.6</li> <li>• Security as per Clause 6.2</li> <li>• Insurances as per Clause 8.6</li> <li>• Quality Assurance Plan as per Clause 1205 (Standard Specifications)</li> </ul>

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

- Compliance to Compensation for Occupational Injuries and Diseases (COIDA Act No. 130 of 1993)
- Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is 14 days.
- Clause 5.4.2: The access and possession of Site shall not be exclusive to the Contractor
- Clause 5.13.1: The penalty for failing to complete the works on the Due Completion Date is **R7500 per calendar day**
- Clause 5.14.1: Practical completion will be considered when:
- A practical completion certificate is issued per sub project.
- Clause 5.16.3: The latent defect period is 10 years.
- Clause 6.5.1.2.3: The percentage allowance on the net cost of materials actually used in the completed work is 10%  
The percentage allowance on the gross remuneration of the workmen and foremen actually engaged is 10%
- Clause 6.8.2: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor based on CPI and adjusted on the anniversary of the closing date on the tender.
- Clause 6.8.3: Price adjustments for variations in the costs of special materials are allowed.
- Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80% on material paid by the Contractor at the purchase cost but not more than 80% of the tender amount as per clause 6.10.2.
- Clause 8.2.2: The safekeeping of the material paid as material on site not yet built into the works remains the responsibility of the Contractor, although ownership rest with the Client as per clause 6.10.1.5.
- Clause 6.10.3: The limit of retention money is a fixed guarantee of 12.5% on the subcontract value.
- Clause 8.6.1.1.2: Not Required
- Clause 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R1 000 000
- Clause 8.6.1.3: The limit of indemnity for liability insurance is R 10 000 000.00 for any single liability claim. Liability insurance shall include spread of fire risk.
- Clause 10.5.3: Disputes to be referred to Ad-Hoc Adjudication

[Signature box]

Contractor

[Signature box]

Witness for Contractor

[Signature box]

Employer

[Signature box]

Witness for Employer

Contract No:

**PART B: Data Provided by the Contractor**

The following contract specific data are applicable to this contract.

**REFERENCE CONTRACT SPECIFIC DATA BY THE CONTRACTOR**

- Clause 1.1.1.9: Name of Contractor:  
.....
- Clause 1.2.1.2: Address of the Contractor:  
Physical: ..... Postal: .....  
 .....  
 .....  
 .....  
 E-Mail: .....  
 Telephone No: ..... Fax No: .....
- Clause 6.2.1: The Security to be provided by the Contractor shall be a Fixed Performance Guarantee of 12.5% of the sub project sum.
- Clause 6.8.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.  
 The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price is the ruling price on the 1st of **DATE?**

**TABLE: SM1**

Special Materials	Unit*	Rate or Price for the base month

\* Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.

**Signed on behalf of Tenderer:**

.....

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

**PRO FORMA**

**PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, 3rd Edition, 2015.

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical Address: .....

"Employer" means: .....

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: .....

"Site" means: .....

"Contract" means: The Agreement made in terms of the Form of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: R .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words: .....

Type of Performance Guarantee: ..... (*Insert Variable or Fixed*)

"Expiry Date" means: .....

(*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

**CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

**1. VARIABLE PERFORMANCE GUARANTEE**

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....  
(Amount in words .....)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.....  
(Amount in words .....)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

**2. FIXED PERFORMANCE GUARANTEE**

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

**3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

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

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

[Signature box for Contractor]

Contractor

[Signature box for Witness for Contractor]

Witness for Contractor

[Signature box for Employer]

Employer

[Signature box for Witness for Employer]

Witness for Employer



Contract No:

- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
  - 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
  - 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

[Signature box]

Contractor

[Signature box]

Witness for Contractor

[Signature box]

Employer

[Signature box]

Witness for Employer



Contract No:

- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date.....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2).....

Capacity.....

Witness signatory (1) .....

Witness signatory (2).....

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

**PRO FORMA**

**Contract of Employment**

**CONTRACTOR**

Name : .....

Address : .....

ID : .....

**AND**

**WORKER**

Name : .....

Details : .....

ID : .....

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

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

f) The contractor will be paid within 30 days after the work is completed. You will be paid within 5 days of the contractor being paid.

\* delete whichever is not applicable.

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

10 Signatures:

Signed on this day ..... of ..... 20.....

Contractor: ..... Date:.....

Worker: ..... Date.....

Witness: ..... Date:.....

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

**PRO FORMA**

**Monthly Labour Report for Certificate No \_\_\_\_\_**

**JOBS CREATED**

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

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

**Actual to date**

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

**Summary**

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

Tendered construction period (months):

Overall person-days target per month:

Months represented by this report:

Person-day target for this month:

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

Person-days ahead/behind target:

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

## PRO FORMA

### Adjudication Board Member Agreement

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

This Agreement is entered into between:

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

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

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

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

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

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

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

**SIGNED by:**

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

**Name:** ..... **Name:** ..... **Name:** .....

who warrants that he/ she is duly authorised to sign for and on behalf of the **First Party** in the presence of

who warrants that he/ she is duly authorised to sign for and on behalf of the **Second Party** in the presence of

the **Adjudicator** in the presence of

**Witness:**

**Witness:**

**Witness:**

(Signature) ..... (Signature). ..... (Signature) .....

**Name:** ..... **Name:** ..... **Name:** .....

Address: ..... Address: ..... Address: .....

.....  
.....

Date: ..... Date: ..... Date: .....

[Signature box]

Contractor

[Signature box]

Witness for Contractor

[Signature box]

Employer

[Signature box]

Witness for Employer



Contract No:

**Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993**

THIS AGREEMENT is made between The Province of Mpumalanga represented by Head of Department: Department of Public Works, Roads and Transport.

(hereinafter called the EMPLOYER of the one part, herein represented by:

.....  
.....

in his capacity as: .....

AND:

.....  
(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....  
.....

in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No: .....  
.....  
.....

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by

.....

Contractor

.....

Witness for Contractor

.....

Employer

.....

Witness for Employer

Contract No:

the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- 5. 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 in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at .....for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES:

1. ....

2. ....

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

---

# Part C2: Pricing data

---

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

### C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS 1200 Standard Specification for Civil Engineering Construction as amended in the Scope of Works.
2. The units of measurement described in these Schedule or Rates are metric units. Abbreviations used in the Schedule or Rates 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 <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-meter
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. For the purpose of these Schedule or Rates, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the SANS 1200 Standard Specification for Civil Engineering Construction.

Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

Amount: The product of the quantity and the agreed rate for an item.

Lump sum: An agreed amount for an item, the extent of which is described in the Schedule or Rates but the quantity of work of which is not measured in any units.

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The prices and rates in these Schedule or Rates 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 the Schedule or Rates are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for quotations. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
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 quoted 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 Schedule or Rates. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in these Schedule or Rates 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 these Schedule of Rates.
10. The short descriptions of the items of payment given in these Schedule or Rates are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Schedule or Rates are abbreviated and comply generally with those in the SANS 1200 Standardized Specifications.
  
15. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

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16. The rates contained in the Schedule of Rates will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
17. Rates for work of similar description occurring in different sections of the Bill of Quantity shall be identical.
18. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule of Rates. A single lump sum will apply should a number of items be grouped together for pricing purposes.
19. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
20. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1300 (Preliminaries) of the Schedule of Rates.
21. The Schedule of Rates is not intended for the ordering of materials. Any ordering of materials, based on the Schedule of Rates, is at the Contractor's risk.
22. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract
23. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 22 but taking into account the revised period for completing the works.
24. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Schedule of Rates:
  - a. an amount which is not to be varied, namely Fixed (F)
  - b. an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c. an amount which is to be varied in proportion to the contract period as compared to the initial construction
25. period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
26. Where no provision is made in the Schedule of Rates to indicate which of the three categories in 24 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a. 10 percent is Fixed;
  - b. 15 percent is Value Related
  - c. 75 percent is Time Related.
27. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract

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price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

28. THE EMPLOYER RESERVES THE RIGHT TO NEGOTIATE THE EXTENT OF THE PRELIMINARY COSTS PER SUB PROJECT ALLOCATED. THE ITEMS IN THE PRELIMINARIES ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING A BASE FOR NEGOTIATIONS AND FOR TENDERING PURPOSES

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Witness for Contractor

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Witness for Employer



Contract No:

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## C2.2 Schedule of Rates

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Contract No:

Schedule 1 - P&G

SECTION : PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1	SANS 1200 AA	SECTION : PRELIMINARY AND GENERAL					
		Fixed charges					
1.1	8.3.1	Contractual Requirements	%				
1.2	8.3.3	General responsibilities and other fixed-charge obligations	%				
		Time-related charges (for duration of contract, unless otherwise stated)					
1.3	8.4.1	Contractual requirements	%				
1.4	8.4.3	General responsibilities and other time related obligations	%				
Total Carried Forward To Summary						0	00

Contractor

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Contract No:

Schedule 2 Water Network

SECTION WATER NETWORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
2	SANS 1200 C	SECTION WATER NETWORK SECTION : SITE CLEARANCE					
2.1	8.2.1	CLEAR SITE Clear and grub Site	ha	1.0			
	SANS 1200DB	SECTION : EXCAVATION					
	8.3.1a)	Excavate in all materials for trenches for 160 DN pipes and smaller. Rates to include backfill, compact and dispose of surplus material					
2.2		a) Up to 1,0 m deep	m <sup>3</sup>	1.0			
2.3		b) From 1,0 m not exceeding 1,5 m deep	m <sup>3</sup>	1.0			
		Extra-over item 2.2.1 and 2.2.2 for:					
2.4		a) Hard rock excavation	m <sup>3</sup>	1.0			
2.5	8.3.2c)	Excavate and dispose of unsuitable material from trench bottom	m <sup>3</sup>	1.0			
2.6	8.3.3.1c)	Import backfill material from commercial resources	m <sup>3</sup>	1.0			
	SANS 1200LB	SECTION : BEDDING					
	8.2.1	Provision of Bedding from trench excavation:					
2.7		a) Selected granular material (Class B)	m <sup>3</sup>	1.0			
2.8		b) Selected fill material (Class B)	m <sup>3</sup>	1.0			
	8.2.1	Provision of Bedding from commercial source:					
2.9		a) Selected granular material (Class B)	m <sup>3</sup>	1.0			
2.10		b) Selected fill material (Class B)	m <sup>3</sup>	1.0			
	SABS 1200L	Upvc PRESSURE PIPE AND PIPE FITTINGS					
		Supply, lay, bed, test and disinfect the following uPVC pipe.					
2.11		a) 75 mm dia Class 12	m	1.0			
2.12		b) 110 mm dia Class 12	m	1.0			
		Supply and install PVC fittings to be suitable for coupling directly (mechanically) onto pipes. Each fitting socketed for mechanical jointing:					
		Bends					
2.13		a) 75 mm dia X 11.25 degrees CI12	No.	1.0			
2.14		b) 75 mm dia x 22.5 degrees CI12	No.	1.0			
Total Carried Forward							0 00

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

Schedule 2 Water Network

SECTION WATER NETWORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward						0	00
2.15		c) 75 mm dia x 45 degrees CI12	No.	1.0			
2.16		d) 75 mm dia x 90 degrees CI12	No.	1.0			
2.17		a) 110 mm dia X 11.25 degrees CI12	No.	1.0			
2.18		b) 110 mm dia x 22.5 degrees CI12	No.	1.0			
2.19		c) 110 mm dia x 45 degrees CI12	No.	1.0			
2.20		d) 110 mm dia x 90 degrees CI12	No.	1.0			
2.21	8.2.2	Reducer b) 110 mm x 75 mm dia	No.	1.0			
2.22	8.2.2	Reducing tees a) 110 mm x 75 mm dia	No.	1.0			
	SABS 1200L	HDPE PRESSURE PIPE AND PIPE FITTINGS Supply, lay, bed, test and disinfect the following HDPE sapma approved pipe.					
2.23		a) PE100 HDPE 75 mm dia Class PN12.5	m	1.0			
2.24		b) PE100 HDPE 110 mm dia Class PN12.5	m	1.0			
		Supply and install HDPE fittings to be suitable for coupling directly (mechanically) onto pipes. Each fitting socketed for mechanical jointing: Bends (Plasson or similar approved)					
2.25		c) 75 mm dia x 45 degrees PN12.5	No.	1.0			
2.26		d) 75 mm dia x 90 degrees PN12.5	No.	1.0			
2.27		c) 110 mm dia x 45 degrees PN12.5	No.	1.0			
2.28		d) 110 mm dia x 90 degrees PN12.5	No.	1.0			
2.29	8.2.2	Reducer (Plasson or similar approved) b) 110 mm x 75 mm dia PN12.5	No.	1.0			
2.30	8.2.2	Reducing tees (Plasson or similar approved) a) 110 mm x 75 mm dia PN12.5	No.	1.0			
2.31	8.2.2	Couplings a) 75mm dia PN12.5	No.	1.0			
2.32		b) 110mm dia PN12.5	No.	1.0			
	8.2.2	Saddle  For single house connections					
Total Carried Forward						0	00

Contractor

Witness for Contractor

Employer

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Contract No:

Schedule 2 Water Network

SECTION WATER NETWORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward						0	00
2.33		a) PVC/HDPE Saddle 75mm x 20 mm	No.	1.0			
2.34		b) PVC/HDPE Saddle 110mm x 20 mm	No.	1.0			
		For double house connections					
2.35		a) PVC/HDPE Saddle 75mm x 25 mm	No.	1.0			
2.36		b) PVC/HDPE Saddle 110mm x 25 mm	No.	1.0			
	SABS 1200L	VALVES Gate valves Supply and install Flanged Gate Valves ,waterworks pattern in compliance with SABS 664, with resilient, rubberised metal gate, cap top, plain thrust collar, non-rising spindle, clockwise (right-hand) closing.					
2.37		a) 75 mm dia	No.	1.0			
2.38		b) 110 mm dia	No.	1.0			
	SABS 1200LF 8.2.1	DOMESTIC ERF CONNECTION (House connection) PSLF 3.1 refer Supply and install all components for connection to water main, installation of erf connection including all pipe, fittings, water meter and water meter box as specified and indicated on the detail drawing: Long Single installation domestic off-take					
2.39	8.2.2	Complete as per detail drawing. Long Double installation domestic off-take	No.	1.0			
2.40	8.2.2	Complete as per detail drawing. Short Single installation domestic off-take	No.	1.0			
2.41	8.2.2	Complete as per detail drawing. Short Double installation domestic off-take	No.	1.0			
2.42	8.2.2 8.2.1	Complete as per detail drawing. HDPE pipe Supply, lay, bed and test the following SABS approved High Density Poly type IV/10 pipe. Rate to include excavation for trenching 500mm deep, connecting to water mains and connecting to water meter assembly and backfill to 90% MOD AASHTO Density.	No.				
2.43		a) 20mm dia HDPE pipe PE80PN10	m	1.0			
2.44		b) 25mm dia HDPE pipe PE80PN10	m	1.0			
Total Carried Forward						0	00

Contractor

Witness for Contractor

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Contract No:

Schedule 2 Water Network

SECTION WATER NETWORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward						0	00
2.45	8.2.1	Water meter Supply, install and test the following SABS approved Zonki Box type water meter assembly complete with adaptor fittings for 20mm HDPE connector pipe complete	No.	1.0			
2.46	SABS 1200L 8.2.11	CONCRETE THRUST BLOCKS Concrete thrust block configuration					
2.46		a) Concrete volume < 0,1 m³	No.	1.0			
2.47	8.2.2	FIRE HYDRANT ASSEMBLY Supply and install a 80mm fire hydrant unit onto 110 mm main consisting of :					
2.47		a) 100mm CI hydrant tee (80mm)	No.	1.0			
2.48		b) 80mm flanged 90 degree elbow	No.	1.0			
2.49		c) 80mm straight G.M.S pipe section	No.	1.0			
2.50		d) 300 X 300 X 150mm concrete anchor block	No.	1.0			
2.51		e) 80mm BSP X 65mm instantaneous tamper proof hydrant valve assembly	No.	1.0			
Total Carried Forward To Summary						0	00

Contractor

Witness for Contractor

Employer

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Contract No:

Schedule 3 Sewer Network

SECTION SEWER NETWORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
3	SABS 1200DB	SECTION SEWER NETWORK SITE CLEARANCE					
3.1	8.3.1a) SABS 1200DB	Clear vegetation and trees of girth up to 1m: EXCAVATION	m	1.0			
3.2	8.3.2a)	Excavate in all material for trenches, backfill, compact, and dispose of surplus material. d) From 1.0 m not exceeding 1,5 m deep	m <sup>3</sup>	1.0			
3.3		e) From 1,5 m not exceeding 2,0 m deep	m <sup>3</sup>	1.0			
3.4		f) From 2.0 m not exceeding 2,5 m deep	m <sup>3</sup>	1.0			
3.5		Extra-over item 7.2.1 for: a) Hard rock excavation	m <sup>3</sup>				
3.6	8.3.2c)	Excavate and dispose of unsuitable material from trench bottom	m <sup>3</sup>	1.0			
3.7	8.3.3.1c)	Import backfill material from commercial resources	m <sup>3</sup>	1.0			
3.8	SABS 1200LB 8.2.1	PIPE BEDDING Provision of Bedding from trench excavation: a) Selected granular material (Class B)	m <sup>3</sup>	1.0			
3.9		b) Selected fill material (Class B)	m <sup>3</sup>	1.0			
3.10	8.2.1	Provision of Bedding from commercial source: a) Selected granular material (Class B)	m <sup>3</sup>	1.0			
3.11		b) Selected fill material (Class B)	m <sup>3</sup>	1.0			
3.12	SABS 1200LD 8.2.1	SEWERS Supply, lay, joint, bed in Class B bedding and test pipeline: a) 160mm U-PVC, 400 KPa heavy duty sewer pipe	m	1.0			
3.13	8.2.3	MANHOLES Construct 1,000mm diameter manholes complete as per detail construction drawing in the following depths: Manholes: Over and up to: c) From 1,0 m not exceeding 1,5 m deep	No.	1.0			
Total Carried Forward							0 00

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

Schedule 3 Sewer Network

SECTION SEWER NETWORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward						0	00
3.14	8.2.6	d) From 1,5 m not exceeding 2,0 m deep  YARD CONNECTIONS	No.	1.0			
		"Supply, install and connect to main sewer pipe complete."					
3.15		a) Sloping drop erf connection	No.	1.0			
Total Carried Forward To Summary						0	00

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

Schedule 4 Outfall Sewer

SECTION OUTFALL SEWER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
4	SABS 1200DB	SECTION OUTFALL SEWER SITE CLEARANCE					
4.1	8.3.1a) SABS 1200DB	Clear vegetation and trees of girth up to 1m: EXCAVATION	m	1.0			
	8.3.2a)	Excavate in all material for trenches, backfill, compact, and dispose of surplus material.					
4.2		a) From 1.5 m not exceeding 2,0 m deep	m <sup>3</sup>	1.0			
4.3		b) From 2,0 m not exceeding 2,5 m deep	m <sup>3</sup>	1.0			
4.4		c) From 2.5 m not exceeding 3,0 m deep	m <sup>3</sup>	1.0			
4.5		d) From 3,0 m not exceeding 3,5 m deep	m <sup>3</sup>	1.0			
		Extra-over item 7.2.1 for:					
4.6		a) Hard rock excavation	m <sup>3</sup>	1.0			
4.7	8.3.2c)	Excavate and dispose of unsuitable material from trench bottom	m <sup>3</sup>	1.0			
4.8	8.3.3.1c) SABS 1200LB	Import backfill material from commercial resources PIPE BEDDING	m <sup>3</sup>	1.0			
		Provision of Bedding from trench excavation:					
4.9		a) Selected granular material (Class B)	m <sup>3</sup>	1.0			
4.10		b) Selected fill material (Class B)	m <sup>3</sup>	1.0			
	8.2.1	Provision of Bedding from commercial source:					
4.11		a) Selected granular material (Class B)	m <sup>3</sup>	1.0			
4.12		b) Selected fill material (Class B)	m <sup>3</sup>	1.0			
4.13	8.2.3	Concrete bedding cradle (provisional)	m <sup>3</sup>	1.0			
	SABS 1200LD	SEWERS					
	8.2.1	Supply, lay, joint, bed in Class B bedding and test pipeline:					
4.14		a) 160mm U-PVC, 400 KPa heavy duty sewer pipe	m	1.0			
4.15		b) 200mm U-PVC, 400 KPa heavy duty sewer pipe	m	1.0			
4.16		c) 250mm U-PVC, 400 KPa heavy duty sewer pipe	m	1.0			
Total Carried Forward							0 00

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

Schedule 4 Outfall Sewer

SECTION OUTFALL SEWER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward						0	00
4.17	8.2.3	d) 315mm U-PVC, 400 KPa heavy duty sewer pipe	m	1.0			
		MANHOLES					
		Construct 1,000mm diameter manholes complete as per detail construction drawing in the following depths:					
		Manholes:					
		Over and up to:					
4.18		c) From 1,5 m not exceeding 2,0 m deep	No.	1.0			
4.19		d) From 2.0 m not exceeding 2,5 m deep	No.	1.0			
4.20		e) From 2,5 m not exceeding 3,0 m deep	No.	1.0			
4.21		e) From 3,0 m not exceeding 3,5 m deep	No.	1.0			
		Extra-over item 4.5.1 to 4.5.4 for:					
4.22	SABS 1200L	Grade 10/20 bedding cradle concrete	m <sup>3</sup>	1.0			
		CONCRETE THRUST BLOCKS					
	8.2.11	Concrete thrust block configuration					
4.23		a) Concrete volume < 0,1 m <sup>3</sup>	No.	1.0			
Total Carried Forward To Summary						0	00

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

Schedule 5 SANS -1200 ORDINARY FENCING

SANS -1200 ORDINARY FENCING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
5		SANS -1200 ORDINARY FENCING					
5.1	8.2	2,4 m Fence					
5.2	8.2.1	50 x 50 x 3,15mm Diamond mesh galvanised	m	1.0			
5.3	8.2.1	1,6mm Binding wire galvanised.	kg	1.0			
5.4	8.2.2	3,4m x 165 x 3,5mm Galvanised posts	No.	1.0			
5.5	8.2.2	3m x 114 x 3,5mm Galvanised posts	No.	1.0			
5.6	8.2.2	2,4m x 101 x 2mm Galvanised posts	No.	1.0			
5.7	8.2.3	3m x 60 x 2,8mm Galvanised Stays	No.	1.0			
5.8	8.2.4a.1	2,4m x 50 x 2,5mm Galvanised Stays	No.	1.0			
5.9	8.2.4	2,4m Droppers	No.	1.0			
5.10	8.3	Stay bolts	No.	1.0			
5.11	8.3.1	2,4m Y - Standards	No.	1.0			
5.12	8.3.1	3m Y - Standards	No.	11.0			
5.13	8.3.1	Angle iron kerbing bracket.	No.	1.0			
5.14	8.3.1	Angle iron top bracket.	No.	1.0			
5.15	8.3.1	4mm Straining wire fully galvanised	kg	1.0			
5.16	8.3.1	2,24mm HSS wire fully galvanised	kg	1.0			
5.17	8.3.2	1,6mm Stainless steel wire	kg	1.0			
5.18	8.3.2	6 x 19mm Steel wire rope	m	1.0			
5.19	8.3.3	3mm Galvanised wire	m	1.0			
5.20	8.3.4	2,4m x 4,2m Double sleeve swing gate					
5.21		heavy duty painted.	No.	1.0			
5.22	8.3.5	2,4m x 900mm Pedestrian swing gate					
5.23		heavy duty painted.	No.	1.0			
Total Carried Forward To Summary							0 00

Contractor

Witness for Contractor

Employer

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Schedule 6 SANS -1200- ELECTRICAL FENCING

SANS -1200- ELECTRICAL FENCING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
6		SANS -1200- ELECTRICAL FENCING					
6.1	8.2	2,4 m Fence					
6.2	8.2.1	50 x 50 x 2,5mm Diamond mesh gal	m	1.0			
6.3	8.2.1	1,6mm Binding wire galvanised.	kg	1.0			
6.4	8.2.2	2,4m x 165 x 3,5mm Galvanised posts	No.	1.0			
6.5	8.2.2	2,4m x 114 x 3,5mm Galvanised posts	No.	1.0			
6.6	8.2.3	2,4m x 60 x 2,8mm Galvanised Stays	No.	1.0			
6.7	8.2.4a.1	2,4m x 50 x 2,5mm Galvanised Stays	No.	1.0			
6.8	8.3	Stay bolts	No.	1.0			
6.9	8.3.1	2,4m Y - Standards	No.	1.0			
6.10	8.3.1	Angle iron kerbing bracket.	No.	1.0			
6.11	8.3.1	Angle iron top bracket.	No.	1.0			
6.12	8.3.1	4mm Straining wire fully galvanised	kg	1.0			
6.13	8.3.1	2,24mm HSS wire fully galvanised	kg	1.0			
6.14	8.3.2	1,6mm Stainless steel wire	kg	1.0			
6.15	8.3.2	Hybrid spring tensioners	No.	1.0			
6.16		Stainless steel 6mm ferrules	No.	1.0			
6.17	8.4.3	Meps Interceptor 2000 Energizers	No.	1.0			
6.18	8.4.3	Red flasher lamp	No.	1.0			
6.19	8.4.3	Lighting diverter kit	No.	1.0			
6.20	8.4.3	Line clamps	No.	1.0			
6.21	8.4.4	Speed tensioners	No.	1.0			
6.22	8.4.4a	Black Makulu strains	No.	1.0			
6.23	8.4.4b	Galvanised earth spikes	No.	1.0			
6.24		Small warning signs	No.	1.0			
6.25	8.5	100m HV Cable	m	1.0			
6.26	8.5	20mm LDPE Cl.3 pipe	No.	1.0			
Total Carried Forward To Summary							0 00

Contractor

Witness for Contractor

Employer

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Contract No:

Schedule 7 Concrete (Small Works)

SANS 1200GA

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
7		SANS 1200GA					
7.1	8.2	FORMWORK					
	8.2.1	Rough					
7.1.1	8.2.1	To side of walls and foundations	m <sup>2</sup>	1.0			
	8.2.2	Smooth					
7.1.2	8.2.2	To side of walls and foundations	m <sup>2</sup>	1.0			
	8.2.3	Narrow widths					
7.1.3	8.2.4a.1	Not exceeding 300mm high	No.	1.0			
7.2	8.3	REINFORCEMENT					
	8.3.1	Y10mm	t	1.0			
7.2.2	8.3.1	Y12mm	t	1.0			
7.2.3	8.3.1	Y16mm	t	1.0			
7.2.4	8.3.1	Y20mm	t	1.0			
7.2.5	8.3.1	Y32mm	t	1.0			
	8.3.2	High Tensile Welded Mesh					
7.2.6	8.3.2	Type reference 100	kg	1.0			
7.2.7		Type reference 193	kg	1.0			
7.2.8		Type reference 245	kg	1.0			
7.2.9		Type reference 395	kg	1.0			
7.3		CONCRETE					
	8.4.3	Strength concrete 15Mpa /20mm					
7.3.1	8.4.3	In foundations walls and roofs	m <sup>3</sup>	1.0			
	8.4.3	Strength concrete 25Mpa /20mm					
7.3.2	8.4.3	In foundations walls and roofs	m <sup>3</sup>	1.0			
	8.4.4	Unformed Surface Finishes					
7.3.3	8.4.4a	Wood floated finish	m <sup>2</sup>	1.0			
7.3.4	8.4.4b	Steel floated finish	m <sup>2</sup>	1.0			
7.4	8.5	JOINTS					
7.4.1	8.5	Joints bitumen impregnated soft board	m	1.0			
Total Carried Forward To Summary							0 00

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

Schedule 8 Earthworks (Small Works)

SANS 1200DA

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
8		SANS 1200DA					
	8.3.1	Excavations					
	8.3.1a	Remove topsoil to nominal depth of 150mm stockpile and maintain					
8.1		150mm stockpile and maintain	m <sup>2</sup>	1.0			
8.2	8.3.1b	Excavate in soft material and use for backfill or embankment or dispose, as ordered	m <sup>3</sup>	1.0			
	8.3.1c	Extra over for:					
8.3	8.3.1c.1	Intermediate excavation	m <sup>3</sup>	1.0			
8.4	8.3.1c.2	Hard Rock excavation	m <sup>3</sup>	1.0			
8.5	8.3.1c.3	Boulder excavation Class A	m <sup>3</sup>	1.0			
8.6	8.3.1c.4	Boulder excavation Class B	m <sup>3</sup>	1.0			
	8.3.2	Restricted excavation					
8.7	8.3.2a	Excavate for trenches, footings and foundations in soft material and use for backfill or embankment	m <sup>3</sup>	1.0			
8.8	8.3.2b.1	Intermediate excavation	m <sup>3</sup>	1.0			
8.9	8.3.2b.2	Hard Rock excavation	m <sup>3</sup>	1.0			
	8.3.3	Overhaul					
	8.3.4	Importation of Materials from					
		Commercial Sources or Borrow Pits					
8.10	8.3.4	From Commercial sources	m <sup>3</sup>				
	8.3.5	Existing Services					
8.11	8.3.5	Protection of existing water ,sewer or electrical services (per site if required)	No.	1.0			
8.12	8.3.6	Top soiling	m <sup>2</sup>	1.0			
8.13	8.3.7	Grassing or other vegetation cover	m <sup>2</sup>	1.0			
8.14	8.3.8	Pitching of surfaces	m <sup>2</sup>	1.0			
Total Carried Forward To Summary							0 00

Contractor

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Contract No:

Schedule 9 Earthworks Site Preparation

SANS 1200D

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
9	8.3.2a	SANS 1200D Bulk excavation , use backfill or embankment or dispose as ordered within 0.5km in all materials					
9.1	8.3.2a 8.3.2b	Remove unsuitable material Extra over for:	m <sup>3</sup>	1.0			
9.2	8.3.2b.1	Intermediate excavation	m <sup>3</sup>	1.0			
9.3	8.3.2b.2	Hard Rock excavation	m <sup>3</sup>	1.0			
9.4	8.3.2b.3	Boulder excavation Class A	m <sup>3</sup>	1.0			
9.5	8.3.2b.4	Boulder excavation Class B	m <sup>3</sup>	1.0			
	8.3.3b	Restricted excavation					
	8.3.3a	Excavation for designated works					
9.6	8.3.3b	in restricted areas Extra-over for:	m <sup>3</sup>	1.0			
9.7	8.3.3b.1	Intermediate excavation	m <sup>3</sup>	1.0			
9.8	8.3.3b.2	Hard Rock excavation	m <sup>3</sup>	1.0			
9.9	8.3.3b.3	Boulder excavation Class A	m <sup>3</sup>	1.0			
9.10	8.3.3b.4	Boulder excavation Class B	m <sup>3</sup>	1.0			
	8.3.4	Importing of Materials					
	8.3.4a	From designated borrow pits					
9.11		within 5km	m <sup>3</sup>	1.0			
9.12	8.3.5	Extra excavations in soft material to provide working space around structures	m <sup>3</sup>	1.0			
9.13	8.3.6	Overhaul per kilometre in excess of 5km	m <sup>3</sup> .km	1.0			
	8.3.9	Top soiling					
9.14	8.3.9 8.3.11	Excavate from stockpile ,cart on and spread Pitching of Surfaces	m <sup>3</sup>	1.0			
9.15	8.3.11 8.3.12	200mm stone pitching to surface for storm water protection Road Traffic Signs	m <sup>2</sup>	1.0			
9.16	8.3.12	Stop /and Go Signs	No.	1.0			
Total Carried Forward To Summary							0 00

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Contract No:

SUMMARY OF SCHEDULES

SCHEDULE	DESCRIPTION	AMOUNT (RAND)
1	Schedule 1 - P&G	0.00
2	Schedule 2 Water Network	0.00
3	Schedule 3 Sewer Network	0.00
4	Schedule 4 Outfall Sewer	0.00
5	Schedule 5 SANS -1200 ORDINARY FENCING	0.00
6	Schedule 6 SANS -1200- ELECTRICAL FENCING	0.00
7	Schedule 7 Concrete (Small Works)	0.00
8	Schedule 8 Earthworks (Small Works)	0.00
9	Schedule 9 Earthworks Site Preparation	0.00
Total		<u>0.00</u>

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Contract No:

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## Part C3: Scope of Work

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Contract No:

**C3.1 STANDARD SPECIFICATIONS**

The standard specifications on which this contract is based are:

SANS 1200 A 1986	:	General
SANS 1200 AB 1986	:	Engineer's Office
SANS 1200 C 1980 (Amended 1982)	:	Site Clearance
SANS 1200 D 1988 (Amended 1990)	:	Earthworks
SANS 1200 DB 1989	:	Earthworks – Pipe Trenches
SANS 1200 DK 1996	:	Gabions and Pitching
SANS 1200 DM 1981	:	Earthworks (Roads, Subgrade)
SANS 1200 GA 1982	:	Concrete (Small works)
SANS 1200 GB 1984	:	Cement (Ordinary Buildings)
SANS 1200 HA 1990	:	Structural Steelwork (Sundry Items)
SANS 1200 L 1983	:	Medium-pressure Pipelines
SANS 1200 LB 1983	:	Bedding (Pipes)
SANS 1200 LC 1981	:	Cable Ducts
SANS 1200 LD 1982	:	Sewers
SANS 1200 LE 1982	:	Stormwater drainage
SANS 1200 LF 1983	:	Erf connections (water)
SANS 1200 M 1996	:	Roads (General)
SANS 1200 ME 1981	:	Sub base
SANS 1200 MF 1981	:	Base
SANS 1200 MG 1996	:	Bituminous Surface Treatment
SANS 1200 MH 1996	:	Asphalt Base and Surfacing
SANS 1200 MJ 1984	:	Segmented Paving
SANS 1200 MK 1983	:	Kerbing and Channelling
SANS 1200 MM 1984	:	Ancillary Road Works

(Note: "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200)

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

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

- SANS 1921 –1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
- SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.
- SANS 294 (2004) National Treasury Preferential Procurement Policy Framework Act, 2000: Preferential Procurement No.R.32 (20 January 2017) Regulations ,2017

**C3.2 PROJECT SPECIFICATIONS**

STATUS

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

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

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

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

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

**PART A: GENERAL**

<b>1</b>	<b>DESCRIPTION OF THE WORKS</b>
<b>1.1</b>	<b>Employer's objectives</b>
	CIVIL ENGINEERING RELATED WORKS IN THE KRUGER NATIONAL PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS
<b>1.2</b>	<b>Overview of the works</b>
	<p>The intention of this tender is to appoint a panel of contractors to conducted civil engineering related sub projects on an "as and when" basis for a period of five year.</p> <p>It must be made clear to the Contractors that the when appointed to the panel that it does not necessarily mean that work will be available for the extent of the five-year period. Contractors will be appointed to sub projects on an "as and when" basis.</p> <p>Further to the point above, it should be made clear that the appointed Contractors will be judged on the performance of their relevant sub projects. Meaning that firstly the contract will be applied when dealing with performance and secondly that further appointments to sub projects will be jeopardized if found to be underperforming.</p>
<b>1.3</b>	<b>Extent of the works</b>
	As above
<b>1.4</b>	<b>Location of the works</b>
	Within the boundaries of the Kruger National Park.
<b>1.5</b>	<b>Temporary works</b>
	As per sub project requirements
<b>2</b>	<b>DRAWINGS</b>
<b>2.1</b>	To be issued per sub project
<b>3</b>	<b>PROCUREMENT</b>
<b>3.1</b>	<b>Subcontracting</b>

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Contract No:

3.1.1	<p><b>Scope of mandatory community participation goals</b></p>
	<p>1. The criteria as listed below will be part of the tender and contractual conditions:</p> <ul style="list-style-type: none"> <li>a. During construction – Local beneficiation built into the principal contract to include;                     <ul style="list-style-type: none"> <li>i. 30% of all building and construction materials to be sourced from suppliers within a 150km radius of the nearest entrance gate who have a BBBEE rating of 3 or higher</li> <li>ii. 100% of general and semi-skilled employees to be employed for local communities within a 100 km radius from the nearest entrance gate</li> <li>iii. 50% of skilled and supervisory employees to be employed for local communities within a 100 km radius from the nearest entrance gate</li> <li>iv. 30% of all specialist sub-contractors to be sourced from firms within a 150km radius of the nearest entrance gate who have a BBBEE rating of 3 or higher.</li> </ul> </li> </ul> <p>2. Should the Contractor fail to achieve the Community Participation Goals (CPG), the following penalties shall be applied:</p> <ul style="list-style-type: none"> <li>a. <math>(CPG \text{ (required)} - CPG \text{ (achieved)}) / CPG \text{ (required)} \times 2.5\%</math> of Tender Value</li> <li>b. In the event that the Contractor can motivate that the above-noted CPG's are not achievable or are detrimental to the Construction Programme, it shall be communicated to the Client, who retains the discretion to alter the CPG.</li> </ul>
3.1.2	<p><b>Preferred subcontracting / suppliers</b></p> <p>n/a</p>
3.1.3	<p><b>Subcontracting procedures</b></p> <p>n/a</p>
4	<p><b>CONSTRUCTION</b></p>
4.1	<p><b>Applicable SANS 2001 standards for construction works</b></p> <p>SANS 10142-1 of 2006</p> <p>SABS 0400</p> <p>SANS 1200</p>
4.2	<p><b>Applicable national and international standards</b></p> <p>SANS</p> <p>SABS</p>
4.3	<p><b>Certification by recognized bodies</b></p> <p>All certification must be submitted to Technical Services of SANParks for approval</p>

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Contract No:

<b>4.4</b>	<p><b>Agrèment certificates</b></p> <p>Alternative materials with Agrèment Certificates must be submitted to Technical Services SANParks for approval prior to work commencing</p>				
<b>4.5</b>	<p><b>Plant materials and equipment supplied by the employer</b></p> <p>Nil</p>				
<b>4.6</b>	<p><b>Services and facilities provided by the employer</b></p> <ul style="list-style-type: none"> <li>• Water: Contractor to connect into a metered supply from the Employer who does not guarantee supply.</li> <li>• Electricity: Contractor to connect into a metered supply from the Employer who does not guarantee supply.</li> <li>• Accommodation: No accommodation allowed on site for projects within 40km from entrance gates.</li> <li>• Telecommunication services: All communication must be provided by contractor.</li> <li>• Ablution facilities: No Ablution facilities available. Chemical toilets to be provided by contractor.</li> <li>• Medical / first aid facilities: to be provided by contractor</li> <li>• Fire protection services: to be provided by contractor</li> </ul>				
<b>4.7</b>	<p><b>Other facilities and services</b></p> <p>All temporary facilities to be provided by contractor</p>				
<b>5</b>	<p><b>MANAGEMENT OF THE WORKS</b></p>				
<b>5.1</b>	<p><b>Applicable SANS 1921 standards</b></p> <p>The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:</p> <ol style="list-style-type: none"> <li>1) SANS 1921 – 1: General engineering and construction works</li> <li>2) SANS 1921 – 5: Earthworks activities which are to be performed by hand</li> </ol> <p>The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.</p> <p>Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.</p> <p>The associated Specification Data is as follows:</p> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <th colspan="2" style="text-align: center;"><b>SANS 1921-1, General engineering and construction works</b></th> </tr> <tr> <th style="width: 15%; text-align: center;">Clause</th> <th style="text-align: center;">Specification data</th> </tr> </table>	<b>SANS 1921-1, General engineering and construction works</b>		Clause	Specification data
<b>SANS 1921-1, General engineering and construction works</b>					
Clause	Specification data				

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Contract No:

Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is SANParks Technical Services.
4.3.1	<p>The planning, programme and method statements are to comply with the following:</p> <ol style="list-style-type: none"> <li>1. Immediately on award of the Contract and prior to commencement on site, the Contractor, in conjunction with the Employer's Agent, shall agree the working Programme covering the first month of the Construction Period. During the first month of the Construction Period the Contractor shall prepare and draw up in conjunction with the Employer's Agent the Programme for the balance of the Works in accordance with the conditions stated below.</li> <li>2. The Employer's Agent shall have the right to modify such Programme to accommodate changes necessary in his opinion for coordinating the project as a whole. Any cost implications relating to such modification shall be dealt with in accordance with the provisions of the Agreement.</li> <li>3. This Programme shall be drawn up in accordance with the dates given herein for possession, sectional completion and Practical Completion and shall be in sufficient and approved detail to ensure control over the work.</li> <li>4. Notwithstanding the fact that the Programme has been prepared in conjunction with the Employer's Agent, the Contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the Programme, and the implementation thereof.</li> <li>5. The Programme shall be compiled based on the Critical Path Method of programming and the critical activities are to be clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically agreed otherwise by the Employer's Agent. The Programme will be processed on the Employer's Agents system and the Contractor shall provide all the co-operation necessary to achieve this.</li> <li>6. Documentation will not be available in complete detail at the commencement stage. However the Contractor, in conjunction with the Employer's Agent, shall plan the Works on provisional information, to an agreed level of detail relating to the level of detailed information available and with sufficient scope to include future detail without disrupting the basic logic as initially agreed. The quantities contained in this document are provisional and shall be utilized as a guide only for the drawing up of the Programme. Where assumptions are made in regard to programming aspects, such assumptions shall be agreed by the Contractor and the Employer's Agent, and suitably recorded in the Programme.</li> </ol>

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Contract No:

		<p>7. Should circumstances change to the extent where the Contractor is of the opinion that changes to the Programme are required, then the Contractor shall make written request to the Employer's Agent for such changes, clearly identifying the reasons for requiring such change. The Contractor and Employer's Agent shall thereafter agree such changes, if any. Should the Employer's Agent be of the opinion that the Programme requires revisions, and notwithstanding the fact that a request for such revision has not been received from the Contractor, the Employer's Agent shall be entitled to instruct the Contractor to revise the Programme accordingly, unless the Contractor can submit reasonable justification for not doing so. Any acceleration and/or special measures sanctioned by the Employer's Agent together with associated effects shall be incorporated in a revision to the Programme.</p> <p>8. The Contractor and the Employer's Agent shall, at regular intervals not exceeding one month, agree the state of progress of the Works relative to the latest agreed revision of the Programme. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time.</p> <p>9. In addition to and based on the Programme systems and format dictated above, the Contractor shall devise Detailed Working Programmes. These shall be drawn up on a regular basis (at least monthly), to the satisfaction of the Employer's Agent. Such Working Programmes shall at all times relate to the constraints of the current Programme.</p> <p>10. Notwithstanding anything to the contrary contained herein the Employer's Agent at all times reserves the right to direct the order in which the various parts of the Contract are to be executed. The Contractor shall give priority to any individual section or portion of the Works that, in the opinion of the Employer's Agent, requires to be expedited.</p> <p>11. Should the Contractor and/or Employer's Agent be of the opinion that such instruction warrants a revision to the Programme, then the provisions of 7 above shall apply.</p> <p>12. Should it appear, in the Employer's Agent's opinion, that work in any area is not being executed in accordance with the requirements of the Programme, the Contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to Programme to the satisfaction of the Employer's Agent.</p>
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Contract No:

4.3.2	<p>1. The Contractor is required to identify and provide the employer with material procurement and construction lead in periods for the following aspects:</p> <p>1.1 Building Information</p> <p>1.1.1 Foundation Layouts (Setting Out)</p> <p>1.1.2 Reinforcing Schedules</p> <p>1.1.3 Concrete Layouts (including pile caps, ground beams, columns, beams, stairs, etc.)</p> <p>1.1.4 Concrete Details</p> <p>1.1.5 Paint Specifications</p> <p>1.1.6 Metal Work etc.</p> <p>2. The Contractor is further required to identify and provide the employer with lead in periods required for the appointment of anticipated sub-contractors for:</p> <p>2.1 Sundry Fittings</p> <p>2.2 Sundry Metalwork</p> <p>2.3 Sundry Builder's Work</p>
4.3.3	The notice period for inspection is 14 days.
4.7.3	Blasting operations will not be allowed.
4.9.3	Specific requirements of the employer are described in the scope of work.
4.12.2	<p>The contractor will provide representative samples of materials, workmanship and finishes as the Employer's Agent may require.</p> <p>Upon request of Employer's Agent</p>
4.14.1	Contractor will not be allowed to set up accommodation on site. Contractor to provide own accommodation and transport of workers outside of the park
4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <p>Nil</p>
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	A Construction sign board and necessary H&S sign/notice boards are required. All signboards need to be approved / accepted by the Employer prior to erection.
4.17.1	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <p>Nil</p>
4.17.3	Services which are known will be pointed / are to be pointed out on site by the Employer.

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Contract No:

4.17.4	<p>The requirements for detection apparatus are:</p> <p>No as-built drawings exist</p>
4.18	<p>The following standards and specifications shall be in addition to the provisions of 4.18:</p> <p>The Occupational Health and Safety Act 85 of 1993 and its Construction Regulations 2014. Said act and regulations are not attached.</p> <p><u>Health and Safety Specifications for SANParks (all construction activities).</u> Said Specification is attached as Annexure A of the Scope of Work.]</p>
4.19	<p>The following standards and specifications shall be in addition to the provisions of 4.19:</p> <p>1. The <u>Environmental Management Plan (EMP) for Development Activities in South African National Parks.</u> Said specification is attached as Annexure B of the Scope of Works.</p>
4.22	<p>The works to be undertaken by nominated and selected subcontractors comprise:</p> <p>Nil</p>
<b>Variations</b>	
1	<p>Replace 4.1.9 with the following:</p> <p>All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the Employer. The Contractor together with his Subcontractors shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.</p>
2	<p>Replace 4.9.3 with the following:</p> <p>Trees and shrubs shall not be removed, cut back or disturbed in any way without the consent of the Employer's Agent. Specific requirements of the employer are described in the Scope Of Works.</p>
3	<p>Replace the heading of 4.12 with the following:</p> <p><b>"4.12 Materials, samples, fabrication drawings and overloading."</b></p>
4	<p>Include the following after 4.1.2.5</p> <p><b>"4.12.6 Overloading</b></p> <p>The Contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the Works or temporary works. Any damage caused to the Works by overloading shall be made good by the Contractor at his sole expense."</p>
<b>Additional Clauses</b>	
1	<p><u>Prime Cost Amounts</u></p>

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Contract No:

	<p>All prime cost items are for material and goods delivered to site. The contract documents shall make provision for the contractor to separately price for overheads and profit and for taking delivery, unloading, checking against invoices and/or delivery notes, getting in, unpacking, storing, hoisting and fixing of such material and goods. The contractor shall check the quantity and condition of all materials and goods on taking delivery as any material and goods subsequently found missing or damaged shall be replaced at the contractor's expense.</p>
2	<p><u>Cash flow predictions</u></p> <p>The contractor shall provide all reasonable assistance to the Employer's Agent in the preparation of cash flow projections of claims for payment certificates. Cash flow predictions will be updated by the Contractor on monthly basis and will be submitted to Employer together with its progress claims. The projections shall be based on the programme. The cooperation of the contractor in terms of this item shall not prejudice his right to receive payment in terms of the agreement.</p>
3	<p><u>Protection/isolation of existing /sectional occupied works</u></p> <p>The contractor shall provide all reasonable temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.</p>
4	<p><u>Security of the works</u></p> <p>The contractor shall take all appropriate measures for general security of the works.</p>
5	<p><u>Minimum requirements for construction equipment</u></p> <p>Construction equipment must comply with all relevant legal requirements and must be adequate to execute the works.</p>
6	<p><u>Deposits and fees</u></p> <p>The contractor shall pay all deposits and fees and charges according to law, regulations or bylaws of any local or other authorities that relate to hoardings, the use of pavements, street encroachment or crossings, permission for the suspension of parking facilities and the like.</p>
7	<p><u>Water and electricity</u></p> <p>The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract are:</p> <p>a) water : C</p> <p>b) electricity : C</p>

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Witness for Contractor

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Employer

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Witness for Employer



Contract No:

	Service	Option		
		A Contractor responsibility	B Employer responsibility	C
	Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
	Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.
<b>5.2.2</b>	<p><b>Code of Conduct for working in the SANParks</b></p> <p>The document <u>Code of Conduct for working in the SANParks</u> is applicable to this contract, and is attached as Annexure D.</p>			
<b>5.3</b>	<p><b>Unauthorized Persons On Site</b></p> <p>The Contractor shall at all times strictly exclude all unauthorized persons from the Works.</p> <p>No workmen or laborers are to be allowed under any circumstances to sleep or deposit any kit on the premises. Unless a designated enclosed and secure camp site for accommodating the Contractors employees has been allocated and approved by the Park Officials.</p> <p>Furthermore the Contractor shall take all measures necessary to ensure that no workmen are allowed into the building at any time after Practical Completion without the specific permission of the Employer's Agent.</p>			
<b>5.4</b>	<p><b>Quality plans and control</b></p> <p>Quality inspections will be held at regular intervals. The contractor must notify the Employer's Agent of any closure of works which must be inspected to confirm quality.</p>			
<b>5.5</b>	<p><b>Accommodation of traffic on public roads occupied by the contractor</b></p> <p>Applicable – contractor to allow in applicable rates of roadworks section</p>			

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<p><b>5.6</b></p>	<p><b>Other contractors on site</b></p> <p>n/a</p>
<p><b>5.7</b></p>	<p><b>Testing, completion, commissioning and correction of defects</b></p> <p>All testing and certification of the works will be done in accordance with the applicable governing regulations and the procedures for the following will be clarified at the site meeting:</p> <ul style="list-style-type: none"> <li>• Use of the works before completion has been certified;</li> <li>• Handover / beneficial occupation;</li> <li>• Pre-commissioning and commissioning of the works or part thereof, before and after completion;</li> <li>• Certifying completion;</li> <li>• Start-up; operation of the works; special arrangements associated with operating plant and machinery, etc.;</li> <li>• Training and technology transfer;</li> <li>• Take over;</li> <li>• Operational maintenance (if any), after completion;</li> <li>• Work which contractors may carry out after completion has been certified (in addition to correcting defects); and</li> <li>• Arranging access for correction of defects</li> </ul>
<p><b>5.7.1</b></p>	<p><b>Product warranties, guarantees and maintenance instructions/manuals</b></p> <p>The Contractor shall obtain and hand over to the Employer's Agent on Practical Completion all relevant product warranties and guarantees, any operating and maintenance instruction manuals, data or instructions required by the Employer's Agent or provided by manufacturers, suppliers or Subcontractors.</p> <p>The Contractor shall ensure that all warranties and guarantees received are fully ceded to the Employer on Works Completion, failing which the release of Construction Guarantee/Retention will be withheld until this is satisfactorily completed.</p>
<p><b>5.7.2</b></p>	<p><b>Security at completion</b></p> <p>At completion, the Contractor shall leave the Works secure with all accesses locked. The Contractor shall account for and hand over to the Employer's Agent all keys, properly labelled with an itemized schedule to be signed by the Employer's Agent as receipt.</p>
<p><b>5.8</b></p>	<p><b>Recording of weather</b></p> <p>A record of rain and all other inclement weather should be kept on site.</p>
<p><b>5.9</b></p>	<p><b>Format of communications</b></p> <p>All site instructions should be in writing on the prescribed format and will not be an approved site instruction until the Employer's Agent has signed it.</p>

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	All notifications of inspections and all requests for information should be in writing.
<b>5.9.1</b>	<p><b>Site Instructions</b></p> <p>Contract Instructions issued on Site are to be recorded by the Employer's Agent in a Site Instruction Book which will be issued by the Employer's Agent and which shall be maintained on Site. Only Site Instructions issued in such book will be effected by the contractor.</p>
<b>5.10</b>	<p><b>Management meetings</b></p> <p>The schedule for the site meetings will be agreed upon at the site hand-over meeting.</p>
<b>5.10.1</b>	<p><b>Progress Meetings</b></p> <p>The Employer's Agent and contractor shall hold meetings related to the progress of the works at regular intervals and at such time as may be necessary. Subcontractors shall not be present at progress meetings unless specifically requested by the contractor or Employer's Agent. The Employer's Agent shall record and distribute the minutes of the meetings.</p>
<b>5.10.2</b>	<p><b>Technical meetings</b></p> <p>At the instance of the Employer's Agent or the contractor meetings shall be held to deal with technical and subcontractor's coordination matters.</p>
<b>5.11</b>	<p><b>Forms for contract administration</b></p> <p>All contract administration procedures will be agreed upon at the site hand-over meeting.</p>
<b>5.12</b>	<p><b>Electronic payments</b></p> <p>The contractor shall complete the SANParks Supplier Registration Forms in order to enable SANParks to pay him or her electronically.</p>
<b>5.13</b>	<p><b>Daily records</b></p> <p>Daily records must be kept of all workers employed on the site. A attendance register must be submitted to the project manager together with the monthly certificates. The number of workers and person days should be calculated on these registers on a progressive monthly basis.</p>
<b>5.14</b>	<p><b>Bonds and guarantees</b></p> <p>All guarantees must be delivered to the SANParks Employer's Agent.</p>
<b>5.15</b>	<p><b>Payment certificates</b></p> <p>The Employer's Agent shall inspect all work and certify work done on a monthly basis. No payment shall be made for material on site. Material on site must be ceded to the employer and proof of payment to the supplier given to the employer before any payment of such material on site will be made.</p>
<b>5.16</b>	<p><b>Permits</b></p> <p>Contractor to allow for cost of permits in his rates and preliminary and general items.</p>
<b>5.17</b>	<p><b>Proof of compliance with the law</b></p>

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	SANParks could request the contractor for proof that all aspects of South African Law are complied with.
<b>5.18</b>	<b>Insurance provided by the employer</b> n/a
<b>ANNEXURES</b>	
A	Health and Safety Specifications for SANParks (all construction activities)
B	Environmental Management Plan (EMP) for Development Activities in South African National Parks.
C	Code of Conduct for working in the SANParks
D	Local Beneficiation Goals

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## PS-1 PROJECT DESCRIPTION

### 1.1. Employer's objectives

To appoint a panel of contractors to do civil engineering related sub projects on an "as and when" basis for a period of five years.

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

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

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

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

### 1.2. Location of site

Within the boundaries of the Kruger National Park.

### 1.3. Access to site

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

### 1.4. Extent of the works

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

### 1.5. Drawings

N/A

### 1.6. Procurement

#### 1.6.1. Subcontracting

As per the community participation goals

#### 1.6.2. Preferential procurement procedures

Preference is given on the basis of the BBBEE status of the tenderer.

### 1.7. Construction

#### 1.7.1. Applicable SANS 2001 standards for construction works

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There are no SANS 2001 standards applicable.

1.7.2. Applicable national and international standards

The relevant provisions of the SANS 1200 Standard Specification for Road and Bridge Works for State Authorities (1998 edition) shall apply to the contract.

**PS-2 Details of the Works**

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

**2.1. Structural Works**

As per sub project

**2.2. Roadworks**

As per sub project

**2.3. Drainage**

As per sub project

**2.4. Ancillary works**

As per sub projects

**2.5. Traffic Accommodation**

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

**2.6. Nature of ground conditions and subsoil conditions**

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

**2.7. Climatic conditions**

To be determined on a per project basis.

**2.8. Community Liaison**

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

**2.9. Construction in confined areas**

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

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the SABS 1200 Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around

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obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

### PS-3 Construction and Management Requirements

#### 3.1. General

The Contractor is referred to **SANS 1200 (set): Standardized specification for civil engineering construction**. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

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

Certain aspects however require further attention as described hereafter.

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

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

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

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

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

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

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

##### 3.2.1. Engineer

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

#### 3.3. Planning and Programme

(Read with SANS1921-1:2004 clause 4.3)

##### 3.3.1. Preliminary programme

The Contractor shall supply a programme on an as-and-when needed basis for this works. The programme shall be in the form of a simplified gantt chart with sufficient details to show clearly how

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the works will be performed within the time for completion and Client priorities as stated in the Contract Data.

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

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

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

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

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to Clause 5.7.3 of the General Conditions of Contract 2015.

**3.4. Quality Assurance (QA)**

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

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

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

**3.5 Method Statement**

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

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

- Site specific details
- Personnel responsible (organogram)
- Risk assessment
- Prestart checks and information transmittals
- Description activities
- Sequence activities
- Plant details
- Staff details

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- Materials details
- Health and Safety considerations
- Hold points

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

### 3.6. Management and disposal of water

Read with SANS 1921 - 1: 2004 clause 4.6

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

### 3.7. Earthworks

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

#### Borrow pits and spoil areas

Provisional borrow pits to be identified if needed.

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

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

### 3.8. Testing

#### 3.8.1. Process control

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

#### 3.8.2. Acceptance control

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

### 3.9. Site Establishment

(Read with SANS 1921 - 1: 2004 clause 4.14)

#### 3.9.1. Contractor's camp site and depot

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

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

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services.

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The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

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

3.9.2. Power Supply

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

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

3.9.3. Water Supply and Sewer

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

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

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

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

3.9.4. Accommodation of Employees

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

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

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

3.9.5. Water for construction

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

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

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

3.9.6. Facilities for the Engineer  
No facilities is required for the Engineer or his Representative.

3.9.7. Telephone Facilities  
Telephone and facsimile facilities are not required on the site

**3.10. Survey beacons**  
Read with SANS 1921 - 1: 2004 clause 4.15

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

**3.11. Existing Services**  
Read with SANS 1921 - 1: 2004 clause 4.17

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

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

**3.12. Health and Safety**  
(Read with SANS 1921 - 1: 2004 clause 4.18)

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

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

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3.12.2. Health and Safety Specifications and Plans

a) Employer's Health and Safety Specification

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

b) Tenderer's Health and Safety Plan

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

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

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

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

3.12.3. Cost of compliance with the OHS Act Construction Regulations

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

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

**3.13. Management of the Environment**

Read with SANS 1921 - 1: 2004 clause 4.19

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

a) Natural Vegetation

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

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

b) Fires

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

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

c) Environmental Management Plan

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

**3.14. Requirements for Accommodation of Traffic**

Read with SANS 1921 - 2: 2004

**Payment**

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

a) Environmental Management Plan

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

**PS-4 Labour Intensive Specification**

**4.1. Labour intensive competencies of supervisory and management staff**

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

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period after 1 April 2004 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period after 1 April 2004 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

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**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and  any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and  any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

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

4.1.1. Requirements for the sourcing and engagement of labour

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

4.1.1.2. The rate of pay set for a day task is a minimum of **R150,00**.

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

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

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

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- 4.1.1.5. The Contractor shall, through the Community Structure, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income.
  - d) those who are not in receipt of any social security pension income
- 4.1.1.6. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- a) 40% women;
  - b) 20% youth who are between the ages of 18 and 35; and
  - c) 2% on persons with disabilities.

4.1.2. Specific provisions to training

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

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

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

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

**PS 5 SUPPLY OF MATERIALS**

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

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

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

[Signature box for Contractor]

Contractor

[Signature box for Witness for Contractor]

Witness for Contractor

[Signature box for Employer]

Employer

[Signature box for Witness for Employer]

Witness for Employer



Contract No:

**PS 6 EXECUTIONS OF THE WORKS**

**6.1 Inspection by the Employer's Agent**

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

**6.2 Certificate of Completion**

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

**PART B: Amendments to the Standard and Particular Specifications**

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

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

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

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

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

	<b>No. of pages</b>
CODE OF CONDUCT FOR WORKING IN THE NATIONAL PARKS	9
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	26
ENVIRONMENTAL MANAGEMENT SPECIFICATION	24

Contractor

Witness for Contractor

Employer

Witness for Employer





Contract No:

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## Part C4: Site Information

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Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

## C4.1: Site Information

### C4.1.1 SCOPE

The documentation included in this section describes the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

The sites are located within the boundaries of the Kruger National Park and the tenderer must take into account the logistics that accompany this spread across the Kruger National Park.

Work included in this contract involves the construction of the following:

- a) Establishment of Contractors Camp;
- b) Clearing and grubbing;
- c) Upgrading of existing bulk infra-structure e.g. Water and sewer infra-structure;
- d) Construction of small civil related concrete structures;
- e) Construction of manholes, valve chambers;
- f) Construction of new sewer and water pipe lines and ancillary work;
- g) Clearing the site on completion of the works;
- h) Accommodation of road traffic; and
- i) Any other repair works as per KNP instruction

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

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# Annexure A

## Health and Safety Specifications for South African National Parks

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:



**HEALTH & SAFETY  
SPECIFICATIONS  
FOR**

**CIVIL ENGINEERING RELATED WORKS IN THE KRUGER NATIONAL  
PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF  
FIVE YEARS**

**CONTENTS**

1. PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION
2. IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION
3. APPLICATION AND INTERPRETATION
4. DEFINITIONS
5. GENERAL REQUIREMENTS
  - 5.1 Construction Work Permit
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  - 5.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site
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  - 5.7 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)
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  - 5.13 Health and Safety Committee
  - 5.14 Medical Certificate of Fitness
  - 5.15 Health and Safety Training

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(Contractor)

**Date: June 2015**

**Contact person: Zama Mkhonza**

**Address: PO Box 787**

**Pretoria, 0001**

**Tel No: (012) 426 5199**

**Email Fax: 086 695 9139**

**Email: [zamakhosi.mkhonza@sanparks.org](mailto:zamakhosi.mkhonza@sanparks.org)**

Contractor

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Employer

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Contract No:

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- Project Details
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- Activities requiring approved Method Statements
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- Personal Protective Equipment
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8. BASELINE RISK ASSESSMENT

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Witness for Employer



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**1. PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION**

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

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

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

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

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

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be

construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

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

**2. IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION**

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

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

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

Contractor

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

**3. APPLICATION AND INTERPRETATION**

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

- Occupational Health and Safety Act (Act 85 of 1993)
- SABS codes and standards referred to by the Occupational Health and Safety Act
- Regulations as per the Occupational Health and Safety Act (Act 85 of 1993) with specific reference but not limited to:
  - General Safety Regulations (GN 928, 25 June 2003)
  - General Machinery Regulations (GN R1521, 5 August 1988)
  - Electrical Machinery Regulations (GN R250, 25 March 2011)
  - Electrical Installation Regulations (GN R242, 6 March 2009)
  - Driven Machinery Regulations (GN R1010, 18 July 2003)
  - Hazardous Chemical Substance Regulations (GN R930, 25 June 2003)
  - Hazardous Biological Agents Regulations( GN R 1390, 27 December 2001)
- Basic Conditions of Employment Act (Act 75 of 1997)
- SANParks Environmental Management Plan
- SANParks Code of Conduct of working in a National Park

**4. DEFINITIONS**

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

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

"agent" means a competent person who acts as a representative for a client;

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

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

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

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification

Contractor

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Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"construction site" means a work place where construction work is being performed;

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

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

"construction work" means any work in connection with-

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

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

"contractor" means an employer who performs construction work;

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

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

"designer" means a competent person who-

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter or landscape architect;

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

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

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

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

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

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

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

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

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

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

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"medical certificate of fitness" means a certificate contemplated in regulation 7(8);

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

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

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

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

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

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

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

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-

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

- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

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

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

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

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

**5. GENERAL REQUIREMENTS in terms of Construction Regulations 2014 and OHS Act and Regulations**

**5.1 Construction Work Permit**

It must be noted that from August 2015 all projects that meet the following criteria will require a construction work permit to be applied for at least 30 days prior to the work being carried out:

- Exceeds 180 days
- Will involve more than 1800 person days of construction work

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- Works contract is of a value equal to or exceeding thirteen million rand, or Construction Industry Grading Board (CIDB) grading level 6

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

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

### 5.2 Notification of Intention to Commence Construction Work

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

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

If the construction work involves construction of a single storey dwelling for a client, and such client will be residing in such dwelling upon completion, the contractor must also

notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

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

### 5.3 Duties of Principal Contractor / Contractor

A Principal Contractor must:

- provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
  - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
  - ensure that potential contractors submitting tenders have made

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

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

A contractor must prior to performing any construction work-

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

Contractor

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has the necessary competencies and resources to perform the construction work safely;

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

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

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

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

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

A contractor must at all times keep on his or her construction site records of

the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.

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

**5.4 Management and Supervision of Construction Work**

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

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

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the

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inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

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

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

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

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided

that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

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

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

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

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

**5.6 Competency for Contractor’s Responsible Persons**

The Contractor’s responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations.

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Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

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

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

**5.8 Occupational Health and Safety Policy**

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

**5.9 Health and Safety Organogram**

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

**5.10 Risk Assessments**

**Baseline Risk Assessment**

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

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

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

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

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

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

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

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the client, client's agent, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

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

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

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

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

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

**5.11 Safe Work Procedures**

Safe Work Procedures are to form part of the H&S Plan and **must be compiled for all the identified activities.**

The safe work procedures must address the following elements:

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

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**5.12 Health and Safety Representative(s)**

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

**5.13 Health and Safety Committee**

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

**5.14 Medical Certificate of Fitness**

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

**5.15 Health and Safety Training**

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

**5.15.1 Induction**

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

**5.15.2 Awareness**

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

**5.16 Competency**

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

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**5.17 General Record Keeping**

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

**5.18 General Inspection, Monitoring and Reporting**

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

**5.19 Emergency Procedures**

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

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

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

**5.20 First Aid Box and First Aid Equipment**

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

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

**5.21 Accident / Incident Reporting and Investigation**

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

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

**5.22 Hazards and Potential Situations**

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

**5.23 Occupational Health and Safety Signage**

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

**5.24 Management of Contractors by Principal Contractor**

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

**5.25 Fall protection**

The Contractor must:

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

A fall protection plan contemplated above must include-

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

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

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

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

**5.26 Structures**

A contractor must ensure that-

- all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- no structure or part of a structure is loaded in a manner which would render it unsafe; and
- all drawings pertaining to the design of the relevant structure are kept on site and are available on request to an inspector, other contractors, the client and the client's agent or employee.

An owner of a structure must ensure that-

- inspections of that structure are carried out periodically by competent persons in order to render the structure safe for continued use;
- that the inspections contemplated in paragraph (a) are carried out at least once every six months for the first two years and thereafter yearly;
- the structure is maintained in such a manner that it remains safe for continued use;
- the records of inspections and maintenance are kept and made available on request to an inspector.

**5.27 Temporary works**

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

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

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;

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- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee;
- all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to-
- secure any deck panels against displacement; and
- prevent any person from slipping on temporary works due to the application of release agents;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;

- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- a temporary works drawing or any other relevant document includes construction sequences and methods statement;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

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

**5.28 Excavation**

A contractor must-

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- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- Evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
- the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
- such an excavation is in stable material: Provided that-
- permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
- where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;

- must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
  - must ensure that every excavation, including all bracing and shoring, is inspected-
  - daily, prior to the commencement of each shift;
  - after every blasting operation;
  - after an unexpected fall of ground;
  - after damage to supports; and
  - after rain,

by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on

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request to an inspector, the client, the client's agent, any other contractor or any employee;

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

**5.29 Demolition Work**

A contractor must-

- Appoint a competent person in writing to supervise and control all demolition work on site.

- ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.
- During a demolition, the competent person contemplated in sub regulation (1) must check the structural integrity of the structure at intervals determined in the method statement contemplated in sub regulation (2), in order to avoid any premature collapses.

A contractor who performs demolition work must-

- with regard to a structure being demolished, take steps to ensure that-
  - no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
  - all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
  - precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- ensure that no person works under overhanging material or a structure which has not been adequately supported, shored or braced;
- ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;

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- where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;
- ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved;
- cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
- cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
- erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
- ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected. (
- No person may dispose of waste and debris from a high place by a chute unless the chute-
  - is adequately constructed and rigidly fastened;
  - if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
  - if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
  - where necessary, is fitted with a gate at the bottom end to control the flow of material; and
  - discharges into a container or an enclosed area surrounded by barriers.
- A contractor must ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.
- A contractor must ensure that no equipment is used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.
- Where a risk assessment indicates the presence of asbestos, a contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Regulations, 2001, promulgated by Government Notice No. R. 155 of 10 February 2002.
- Where a risk assessment indicates the presence of lead, a contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001, promulgated by Government Notice No. R.236 of 28 February 2002. (11) Where the demolition work involves the use of explosives, a method statement must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person.
- A contractor must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

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**5.30 Tunnelling**

No person may enter a tunnel, which has a height dimension of less than 800 millimetres.

**5.31 Scaffolding**

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

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

**5.32 Suspended Platforms**

A contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

No contractor may use or permit the use of a suspended platform, unless-

- the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;

- he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
- he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in subparagraph (b) and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the- (i) appointment of the competent person contemplated in sub regulation (1); (ii) competency of erectors, operators and inspectors; (iii) operational design calculations, which must comply with the requirements of the system design certificate; (iv) performance test results; (v) sketches indicating the completed system with the operational loading capacity of the platform; (vi) procedures for and records of inspections having been carried out; and (vii) procedures for and records of maintenance work having been carried out.

A contractor making use of a suspended platform system must submit a copy of the certificate of system design contemplated in sub regulation (2)(b), including a copy of the operational design calculations contemplated in sub regulation 2(c)(iii), sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.

A contractor must submit a copy of the certificate of system design in the manner contemplated in sub regulation (3) for every new project. (5) A contractor must ensure that the outriggers of each suspended platform – (a) are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and (b) have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

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A contractor must ensure that-

- the parts of the building or structure on which the outriggers of a suspended platform are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
- the suspension wire rope and the safety wire rope are separately connected to the outrigger;
- each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
- the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
- the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
- the rope connections to the outriggers are vertically above the connections to the working platform; and
- when the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.

A contractor must ensure that a suspended platform-

- is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;

- is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it; and
- is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing- (i) the maximum mass load; (ii) the maximum number of persons; and (iii) the maximum total mass load, including load and persons, which the suspended platform can carry.

A contractor must cause-

- the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with the manufacturer's specification;
- the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
- the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing, with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery, and who must determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected; and
- the performance test contemplated in paragraph (b) of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.

A contractor must, in addition to sub regulation (8), cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly

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examined in accordance with the manufacturer's specification by the competent person contemplated in sub regulation (8) before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

A contractor must ensure that the suspended platform supervisor contemplated in sub regulation (1), or the suspended platform inspector contemplated in sub regulation (8)(c), carries out a daily inspection of all the equipment prior to use, including establishing whether-

- all connection bolts are secure;
- all safety devices are functioning;
- all safety devices are not tampered with or vandalized;
- the total maximum mass load of the platform is not exceeded;
- the occupants in the suspended platform are using body harnesses which have been properly attached; there are no visible signs of damage to the equipment; and
- all reported operating problems have been attended to.

A contractor must further ensure that –

- all inspection and performance test records are kept on the construction site at all times and made available to an inspector, the client, the client's agent or any employee upon request.
- all employees required to work or to be supported on a suspended platform are- (a) medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness; (b) competent in conducting work related to suspended platforms safely; (c) trained or received training, which includes at least- (i) how to access and egress the suspended platform safely; (ii) how to correctly operate the controls and safety devices of the equipment; (iii) information on the dangers related to the misuse of safety

devices; and (iv) information on the procedures to be followed in the case of- (aa) an emergency; (bb) the malfunctioning of equipment; and (cc) the discovery of a suspected defect in the equipment; and (v) instructions on the proper use of body harnesses.

- where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan contemplated in sub regulation (2)(c), and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.
- the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.

### 5.33 Rope Access Work

A contractor must-

- appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation;
- ensure that all rope access work on the construction site is carried out under the supervision of a competent person; and
- ensure that all rope access operators are competent and licensed to carry out their work.

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No contractor may use or allow the use of rope access work unless-

- the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act; and
- he or she is in possession of a site specific fall protection plan developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.

A contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.

**5.34 Material Hoists**

A contractor must ensure that-

- every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.
- the tower of every material hoist is- (a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 millimeters for over travel; (b) enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 millimeters from the ground or floor level; and (c) provided with a door or gate at least 2100 millimeters in height at

each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

- every material hoist- (a) is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery; (b) inspection contemplated in paragraph (a) , includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices; (c) inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose; (d) is properly maintained and the maintenance records in this regard are kept on site.

A contractor must cause-

- the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
- the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
- every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.
- a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.

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No contractor may require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement. A contractor of a material hoist may not require or permit any person to operate a hoist, unless the person is competent in the operation of that hoist. No contractor may require or permit any person to ride on a material hoist.

**5.35 Bulk mixing plant**

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

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

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

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

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

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

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

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

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

**5.36 Explosive Actuated Fastening Device**

No contractor may use or permit any person to use an explosive actuated fastening device, unless-

- the user is provided with and uses suitable protective equipment;
- the user is trained in the operation, maintenance and use of such a device;
- the explosive actuated fastening device is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- the firing mechanism is so designed that the explosive actuated fastening device, will not function unless it is held against the surface with a force of at

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least twice its weight; and the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle. (

A contractor must ensure that-

- only cartridges suited for the relevant explosive actuated fastening device, and the work to be performed, are used;
- an explosive actuated fastening device is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed for that purpose;
- the safety devices of an explosive actuated fastening device are in good working order prior to use;
- when not in use, an explosive actuated fastening device and its cartridges are locked up in a safe place, which is inaccessible to unauthorized persons;
- an explosive actuated fastening device is not stored in a loaded condition; a warning notice is displayed in a conspicuous manner in the immediate vicinity wherever an explosive actuated fastening device is used; and
- the issuing and collection of cartridges and nails or studs of an explosive actuated fastening device are- (i) controlled and done in writing by a person having been appointed in writing for that purpose; and (ii) recorded in a register by a competent person and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges.

**5.37 Cranes**

A contractor must, in addition to compliance with the Driven Machinery Regulations, 1988 ensure that where tower cranes are used-

- they are designed and erected under the supervision of a competent person;
- a relevant risk assessment and method statement are developed and applied;

- the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification;
- the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured;
- the tower crane operators are competent to carry out the work safely; and the tower crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner.

**5.38 Construction Vehicles and Mobile Plant**

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

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
- has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
- has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers

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relating to the movement of vehicles and plant, in order to ensure their continued safe operation;

- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm; and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in

progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;

- all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

**5.39 Electrical Installations and Machinery on Construction Sites**

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

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;

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- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

**5.40 Use and Temporary Storage of Flammable Liquids on Construction Sites**

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

- where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;

- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids

**5.41 Water environments**

A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for-

- preventing persons from falling into water; and
- the rescuing of persons in danger of drowning.

A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

**5.42 Housekeeping and General Safeguarding on Construction Sites**

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

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;

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

**5.43 Stacking of Materials**

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

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

**5.44 Fire precautions on Construction Sites**

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

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
  - only suitably protected electrical installations and equipment, including portable lights, are used;
  - there are no flames or similar means of ignition;
  - there are conspicuous notices prohibiting smoking;
  - oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
  - adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;

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- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire- extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all -
  - persons to be evacuated speedily without panic;
  - persons to be accounted for; and
  - plant and processes to be shut down; and
  - a siren is installed and sounded in the event of a fire.

**5.45 Construction Employees' Facilities**

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

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

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

**5.46 Hazardous Chemical Substances (HCS)**

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

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

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

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

**5.47 Hazardous Biological Substances (HBS)**

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

- The conducting of Risk Assessment specifically aimed at exposure to HBA which shall include the following
  - Nature and dose of HBA
  - Where HBA may be present and in what physical form
  - The nature of work or process
  - Steps in the event of failure of control measures
  - The effect of the HBA
  - The period of exposure
  - Control measures to be implemented
  
- Monitoring of exposure of workers shall be conducted to establish whether any worker is infected with an HBA associated with working or being exposed to raw sewage, in terms of the following:
  - By an occupational medical practitioner
  - Before entering the site to establish the workers baseline
  - During the period of the contract the risk assessment indicate possible exposure

- After completion of the contract
- Medical surveillance should such be required after the above-mentioned by an occupational health practitioner.
- Indication on how all records of assessment, monitoring, etc. will be kept, taking into account that records have to be kept for a period of 40 years.
- How exposure to HBA is to be controlled
- The provision of personal protective equipment
- What information and training is to be provided to employees regarding the following:
  - The contents of these regulations
  - Potential risks to health
  - Control measures to be implemented
  - The correct use and maintenance of personal protective equipment
  - The results of the risk assessment.

**5.48 Noise Induced Hearing Loss**

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

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
  - Engineering methods considered

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- Admin control (number of employees exposed) considered
- Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

**5.49 Personal Protective Equipment (PPE)**

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

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

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

**5.50 Asbestos**

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

- Notification to the Provincial Director in writing, prior to commencement of asbestos work.

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

**5.51 Lead**

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

- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.

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- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the lead at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records since these are of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.

**5.52 Fire Extinguishers and Fire Fighting Equipment**

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

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

**5.53 Ladders and Ladder work**

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

**5.54 General Machinery**

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

**5.55 Pressure Equipment**

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

**5.56 Portable Electrical Tools**

The Contractor shall comply with the Electrical Machinery Regulations and shall ensure that use and storage of all portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

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

**5.57 High Voltage Electrical Equipment**

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

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

**5.58 Welding, Flame-Cutting, Soldering and Similar Operations**

No employer or user of machinery shall require or permit welding or flame cutting operations to be undertaken, unless –

- the person operating the equipment has been fully instructed in the safe operation and use of such equipment and in the hazards which may arise from its use;
- effective protection is provided and used for the eyes and respiratory system and, where necessary, for the face, hands, feet, legs, body and clothing of persons performing such operations, as well as against heat, incandescent or flying particles or dangerous radiation;
- leads and electrode holders are effectively insulated; and
- the workplace is effectively partitioned off where practicable and where not practicable all other persons exposed to the hazards contemplated in paragraph (b) are warned and provided with suitable protective equipment.

No employer or user of machinery shall require or permit welding or name cutting operations to be undertaken in a confined space, unless –

- effective ventilation is provided and maintained; or
- masks or hoods maintaining a supply of safe air for breathing are provided and used by the persons performing such operations.

No employer or user of machinery shall require or permit electric welding to be undertaken in wet or damp places, inside metal vessels or in contact with large masses of metal, unless

- the insulation of the electrical leads is in a sound condition;
- the electrode holder is completely insulated to prevent accidental contact with current-carrying parts;
- the welder is completely insulated by means of boots, gloves or rubber mats; and
- at least one other person who has been properly instructed to assist the welder in case of an emergency is and remains in attendance during operations: Provided that the provisions of this sub-regulation shall not apply to a welding process where the maximum voltage to earth does not exceed 50 volts.

No employer or user of machinery shall require or permit welding, flame cutting, grinding, soldering or similar work to be undertaken in respect of any tube, tank, drum, vessel or similar object or container where such object or container –

- is completely closed, unless a rise in internal pressure cannot render it dangerous; or
- contains any substance which, under the action of heat, may --
  - (i) ignite or explode; or

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(ii) react to form dangerous or poisonous substances, unless a person who is competent to pronounce on the safety thereof has, after examination, certified in writing that any such danger has been removed by opening, ventilating or purging with water or steam, or by any other effective means.

Where hot work involving welding, cutting, brazing or soldering operations is carried out at places, other than workplaces which have been specifically designated and equipped for such work, the employer shall take steps to ensure that proper and adequate fire precautions are taken.

**5.59 Public Health and Safety**

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

**5.60 Work in confined space**

An employer or a user of machinery shall take steps to ensure that a confined space is entered by an employee or other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.

Where the provisions of sub regulation (1) cannot be complied with the employer or user of machinery, as the case may be, shall take steps to ensure that any confined space in which there exists or is likely to exist a hazardous gas, vapor, dust or fumes, or which has or is likely to have, an oxygen content of less than 20 per cent by volume, is entered by an employee or other person only when—

- subject to the provisions of sub regulation (3), the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and
- the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

Where the provisions of sub regulation (2)(a) cannot be complied with, the employer or user of machinery shall take steps to ensure that the confined space in question is entered only when the employee or person entering is using breathing apparatus of a type approved by the chief inspector and, further, that—

- the provisions of sub regulation (2) (b) are complied with;
- any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c);
- at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any or persons from the confined space, if necessary; and

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- effective apparatus for breathing and resuscitation of a type approved by the chief inspector is available immediately outside the confined space.

An employer or user of machinery shall take steps to ensure that all persons vacate a confined space on completion of any work therein.

Where the hazardous gas, vapor, dust or fumes contemplated in sub regulation (2) are of an explosive or flammable nature, an employer or user of machinery shall further take steps to ensure that such a confined space is entered only if –

- the concentration of the gas, vapor, dust or fumes does not exceed 25 per cent of the lower explosive limit of the gas, vapor, dust or fumes concerned where the work to be performed is of such a nature that it does not create a source of ignition; or
- such concentration does not exceed 10 per cent of the lower explosive limit of the gas, vapor, dust or fumes where other work is performed.

The provisions of this regulation shall mutatis mutandis also apply, in so far as they can be so applied, to any work which is performed in any place or space on the outside of and bordering on or in the immediate vicinity of, any confined space, and in which place or space, owing to its proximity to the confined space, any hazardous article, oxygen-deficient atmosphere or dangerous concentration of gas, vapor, dust or fumes may occur or be present.

**5.61 Work in Elevated Heights**

No employer shall require or permit any person to work in an elevated position, and no person shall work in an elevated position, unless such work is performed safely from a

ladder or scaffolding, or from a position where such person has been made as safe as if he were working from scaffolding

**5.62 Lighting**

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

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

**5.63 Environmental Conditions and Flora and Fauna**

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

**5.64 Occupational Health**

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

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

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

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

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards.

Risk Assessments should identify areas where surveys are to be conducted.

### 5.65 Blasting and Explosives

The Contractor shall comply with the Explosives Regulations with regards to the Danger Area, Safeguarding workplace, Supervision, Safe Handling, and permissions.

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Contract No:

**1. TRAINING, INSPECTIONS AND RECORDS**

The Contractor must be aware of the following additional requirements:

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

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Contract No:

**ANNEXURE A**

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

Item No.	Health and Safety Specification Requirement	OHSA Requirement	Submission date
1	Notification of Intention to Commence Construction	Construction Regulation 2014	At least 7 days before commencement on site
2	Construction Work Permit	Construction Regulation 2014	At least 30 days prior to project commencement
3	Assignment of Responsible Person to Manage Building Work Via Health and Safety Organogram	Construction Regulation 2014	Before commencement on site
4	Competency for Health and Safety Positions	Client / Client Agent requirement	Before commencement on site
5	Letter of Good Standing	Compensation of Occupational Injuries & Disease Act (COIDA) 130 of 1993	Before commencement on site
6	Occupational Health and Safety Policy	Client / Client Agent requirement	Before commencement on site
7	Risk Assessment, Safety Plan, Fall Protection Plan, Demolition Method Statement	Client / Client Agent requirement	Before commencement on site

**ANNEXURE B: APPOINTMENTS**

The Contractor shall make the following appointments:

No	Description	No	Description
1	Chief Executive Officer (OSHACT 16(1))	17	Material Hoist Inspector (CR19(8)(a))
2	Contract Director/Manager (OSHACT 16(2))	18	Material Hoist Operator (CR19(6))
3	Construction Manager (CR 8(1))	19	Bulk Mixing Plant Supervisor (CR20(1))
4	Construction Supervisor (CR 8(7))	20	Bulk Mixing Plant Operator (CR20(2))
5	Assistant Construction Supervisor (CR 8(8))	21	Controller of Explosive Actuated Fastening Devices (CR21(2)(g)(1))

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Contract No:

6	Construction Safety Officer (CR 8(5))	22	Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
7	Construction risk assessor (CR 9(1))	23	Controller of Temporary Electrical Installations (CR24('c))
8	Fall Protection Competent Person (CR 10(1))	24	Stacking Supervisor (CR28(a))
9	Traffic Safety Officer	25	Fire Extinguishing Equipment Inspector (CR29(h))
10	Safety Representative (where > 20 employees on site)	26	Fire Fighters (CR29(i))
11	Temporary work Designer (CR 12(1))	27	First Aider (GSR 3)
12	Temporary work Supervisor (CR12(2))	28	Fall Protection Plan Developer (CR 10(1)(a))
13	Excavation Supervisor (CR13(1)(a))	29	Incident Investigator (OSHACT 9(2))
14	Demolition Supervisor (CR14(1))	30	Competent Person – Confined Spaces (GAR 5(1))
15	Scaffold Supervisor (CR16(1))	31	Health and Safety technical Committee (CR 31)
16	Suspended Platform Supervisor (CR17(1))	32	General Machinery Competent Person (GMR 2)

**7. PROJECT DETAILS**

PROJECT DIRECTORY:		
Client	<b>SANParks</b> 643 Leyds Street, Muckleneuk Pretoria Contact: Mr B Schraader	Tel: 012-425-5126 Fax: 012-343-3894 email: blake.schraader@sanparks.org
Client Agent	<b>Technical Services - KNP</b> 643 Leyds Street, Muckleneuk Pretoria Contact: Mr G Segodi	Tel: 012-426-5015 Fax: 012-343-3849 email: reievance.segodi@sanparks.org
Architects	<b>N/A</b>	

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Contract No:

<b>PROJECT DETAILS:</b>	
<b>Description of Works</b>	GENERAL RENOVATION WORK, SMALLER WORKS AND UPGRADING WORK REGARDING TOURISM AND ADMINISTRATION INFRA-STRUCTURE IN THE KRUGER NATIONAL PARK FOR A PERIOD OF THREE YEARS
<b>Anticipated Construction Duration</b>	3 years
<b>Provisional Start Date</b>	To be advised
<b>Completion Date</b>	To be agreed

<b>EXISTING ENVIRONMENT:</b>	
<b>Hazards particular to this project by virtue of location:</b>	
<b>Members of public and children:</b> All necessary steps to be taken to protect them from any dangers associated with the construction works being undertaken.	
<b>Public Roads:</b> Use of roads network to be carefully planned to accommodate public, tenants and traffic	
<b>Surrounding premises occupied:</b> All necessary steps to be taken to take into consideration that surrounding premises will be occupied during construction period.	
<b>Overhead, Above Ground and Underground Services crossing the site:</b>	
<b>Overhead:</b>	Not Applicable
<b>Underground:</b>	Not Applicable
<b>Ground Level:</b>	Not Applicable
<b>Services available</b>	<b>Drawings</b> Not Applicable
<b>Way leaves required:</b>	Not Applicable
<b>Permits required:</b>	Not Applicable
<b>Isolation required:</b>	Not Applicable
<b>Existing structures and surrounding land use (with a significant impact on Health and Safety):</b>	
The chalets are in existing rest camp and some surrounding buildings will be occupied during construction phase.	
<b>Existing ground conditions and ground survey report:</b>	
There is no Geo Tech report available. Site conditions will vary from location to location and to be assessed at each site	
<b>Existing Traffic Systems:</b>	
<b>Conditions:</b>	Tar roads to most sites. Gravel roads to some sites.

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Contract No:

<b>Restrictions to access:</b>	Applicable
<b>Speed restrictions:</b>	Normal road restrictions: 40km/h

**PROJECT HEALTH AND SAFETY REQUIREMENTS:**

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

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

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

**Members of the Public:** The works is in a very busy area. The Principal Contractor is responsible for the safety of the workers as well as the public. The Principal Contractor will have to have sufficient warning & information signage to assist with the information to the public. The Principal Contractor will be responsible to have sufficient directional signage and to have proper road traffic management in place.

**Normal construction hazards expected are as follow:**

- Bricklaying
- Bruch Cutting
- Compacting and filling / Compactors Operations
- Concrete / Concrete pumping
- Electric Tools & Electrical Installations
- Excavations
- Fire
- Hand Tools
- Hazardous Substances
- Kerb Laying
- Manual Handling of plant/material/equipment
- Members of public
- Metal work
- Noise and Dust
- Painting
- Plant / Vehicle and Equipment Operations
- Plastering
- Plumbing
- Road Construction
- Road Markings
- Scaffolding

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Contract No:

Site Establishment Steel fixing Temporary Works Traffic Management Transportation of workers Working at heights  <b>NOTE: Please refer to the end of this Health and Safety Specification for the baseline risk assessment of these risks.</b>
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ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS
Road Traffic Management
Protection of Public

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

GENERAL ARRANGEMENTS		
<b>Restrictions on times:</b>	Monday - Friday 08:00 to 17:00	Saturday 08:00-13:00
<b>Access to site by Construction Vehicles:</b>	Yes, principal contractor to manage	
<b>Access to site by Construction workers &amp; Visitors:</b>	Visitors and personnel to report to site office	
<b>Site camp location and set up:</b>	Restrictions/requirements, storage areas and security to be advised in consultation with Employer's Agent	
<b>Ablution and Welfare:</b>	Contractor to provide as per regulations	
<b>Environmental Conditions:</b>	Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk	
<b>Induction Training:</b>	All workers to receive induction training prior to commencement on site. Special reference to SANParks EMP and Code of Conduct	

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Contract No:

**PROTECTION OF SITE AGAINST UNAUTHORIZED ACCESS BY PUBLIC**

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

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

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

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

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

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

**HAZARDOUS SUBSTANCES**

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

Petrol	Cement
Diesel	Silicone
Bitumen	Other
Paint	

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Contract No:

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# BASELINE RISK ASSESSMENT

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Contract No:

**Baseline Risk Assessment**

PROJECT: GENERAL RENOVATION WORK, SMALLER WORKS AND UPGRADING WORK REGARDING TOURISM AND ADMINISTRATION INFRA-STRUCTURE IN THE KRUGER NATIONAL PARK FOR A PERIOD OF THREE YEARS

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

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

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
<b>General Onsite Activities</b>	A1	Access to Site	Pedestrian & people equipment interaction causing injury	4	2	12	Occupational Health and Safety Act 24(1)	Area to be secured and barricaded / fenced
			Dust Inhalation	3	1	4	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
			Unauthorised entry	3	2	8	Occupational Health and Safety Act 12(2)	Site Visit Register, signage, Permit for vehicle access
			Slip, trip, and fall	3	2	8	Occupational Health and Safety Act 12(1)(b)(c)	Induction Training & PPE
	A2	Placing of office/ containers if lifting is involved	Heavy objects swinging out of control causing injury/damage	2	4	14	Driven Machinery 18(11)	Safe work area, Induction Training, Trained operator, Lifting Plan
			Crane/lifting tackle failure causing object to fall	2	4	14	General Machinery Regulations 7(a)9b)	Inspection Register, Trained operator
			Accidental collision with overhead power lines	2	4	14	General Machinery Regulations 7(a)(b)	Assign a flag man, determine safe work area

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Contract No:

			Lifting machine/crane falling over	2	4	14	General Machinery Regulations 5(1)(2)	Assign a flag man, determine safe work area
A3	Hand Loading and offloading of heavy machinery & equipment		Items rolling/slipping falling causing injury	4	2	12	General Machinery Regulations 2(1)	Induction training, PPE
			Incorrect Lifting procedure resulting in injury	3	2	8	General Machinery Regulations 3(2)	Induction training, Proper lifting procedure, PPE
A4	Machine loading and offloading of heavy machinery & equipment		Failure of machinery causing injury	3	3	13	Driven Machinery 18(1)(a)(b)	Supervision
			Equipment falling	3	3	13	General Machinery Regulations 2(2)	PPE
Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Collision of vehicles	3	3	13	General Machinery Regulations 7(a)(b)	Flag men
A5	Traffic		Equipment interaction	3	4	18	Construction Regulation 23(1)(d)(i)(ii)	Traffic management plan
			Pedestrian collision	3	4	18	Construction Regulation 23(2)(c)	Pedestrians Walkways
A6	Lack of employees facilities		Lack of drinking water, dehydration of workers	3	5	22	Construction Regulation 30(1)(a)	Provision of drinking water & Induction training
			Lack of sanitary facilities, unhygienic conditions	3	5	22	Construction Regulation 30(1)(b) and 30(2)	Provision of chemical toilets & proper housekeeping

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Contract No:

	A7	Stacking & Storage	Fall, slip resulting in potential injury/damage	4	3	17	Construction Regulation 28(d)	Storage plan, induction training and restricted access
			Obstructing critical equipment and walkways	4	3	17	Construction Regulation 27 (a)(c)(g)	Storage plan, induction training and restricted access
			Flammable liquids catching fire	3	3	13	Construction Regulation 25(a)(b)(c)	Storage plan, induction training and firefighting equipment
			Hazardous storage of materials	3	3	13	Hazardous Chemical Regulation(25)9A(2)	Storage plan, regular inspections
	A8	Handling of chemicals and fuels	Exposure	3	3	13	Hazardous Chemical Regulation 9A(1)(a-p)	PPE
			Inhalation	3	3	13	Hazardous Chemical Substances Regulation (36)(37)(38)	
			Burns to Skin	3	3	13	Hazardous Chemical Substances Regulations 9A(2); Material Data Sheet	
	A9	Temporary Low voltage Electrical installation	Exposure to live wires-electrocution	2	5	19	Construction Regulation 24(a)(b)	Lockable DB box, Inspection register
			Faulty earth leakage	2	5	19	SANS 10142	Competent person to do installation & inspection
			Short circuit causing fire	2	4	14	Construction Regulation 24(b)	Weekly inspection, Induction Training & Firefighting equipment
<b>Steps in operation</b>	<b>Ref No.</b>	<b>Hazard</b>	<b>Risk</b>	<b>Risk Rating</b>			<b>Controls Measures</b>	<b>Other Controls</b>
				<b>L</b>	<b>C</b>	<b>R</b>		
	A10	Issue of PPE	Incorrect PPE	4	2	12	General Safety Regulation 2(1)	PPE Register

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Contract No:

A11	Usage of PPE	Incorrect use of PPE	4	2	12	General Safety Regulation 3(2)	PPE Register, Induction Training, supervision
		Negligence to use PPE	4	2	12	General Safety Regulation 5	PPE Register, Induction Training, supervision
A12	Adverse storms	Struck by lightning	2	5	19	Induction Training Safe Operation Procedure	Proper warning system
A13	Adverse heat	Dehydration, Sunburn, heat stroke	3	4	18	Induction Training Safe Operation Procedure	Proper drinking water, PPE
A14	Working in excessive winds	Exposure to dust	3	4	18	Hazardous Chemical Substances Regulation (36)(37)(38)	PPE
A15	House keeping	Objects lying around can result in slip/fall	4	2	12	Construction Regulation 27(a)(b)	Regular cleaning of site
		Unhygienic conditions	3	3	13	Construction Regulation 27(d)	Induction Training
		Pollution of area	3	2	8	Construction Regulation 27(e)	Proper waste bins and waste removal
A16	Fire prevention	Open Fires	3	3	13	Construction Regulation 29(a)	SANParks EMP & Code of conduct
		Inadequate firefighting equipment	4	3	17	Construction Regulation 29(g)(h)	Inspection register, supervision
		Run away fires	4	4	21	Emergency evacuation plan	SANParks EMP & Code of conduct
		Accidental Fires	3	4	18	Construction Regulation 29(a)(d)(iii)	Designated smoking areas
A17	Environmental pollution	Pollution of ground,air,workspace	3	2	8	Environmental Regulation 6(d)	SANParks EMP & Code of conduct
		Littering	4	2	12	SANParks Environmental Management Plan	Induction Training, Provide proper trash bins

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Contract No:

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
	A18	Working near hazardous animals incl snakes, spiders & scorpions	Poisons bites/ attack by large animals	3	3	13	SANParks Environmental Management Plan	Induction Training, SANParks ranger where required, Proper treatment in first aid kit
	A19	Working in close proximity of water	Falling into water & drowning	3	4	18	Construction Regulation 26(1)(a)(b)	Safe work area, Induction Training, barricades
			Pollution of water body	3	4	18	SANParks Environmental Management Plan Construction Regulation 26(2)	Induction Training
	A20	Emergency Evacuation Plan	Emergency contact numbers not available	3	4	18	Emergency evacuation plan	Emergency Contact Numbers displayed and readily available
			Confusion of emergency evacuation plan	3	4	18	Emergency evacuation plan	Proper induction training
Plant or vehicle & equipment	B1	Construction vehicles	Equipment Failure	4	4	21	Construction Regulation 23(1)(k)	Vehicle check list and regular maintenance
			Unroadworthy vehicles	3	4	18	Construction Regulation 23(2)(i)(j)(k)	Vehicle check list and regular maintenance
			Speeding/ Operation	3	4	18	Construction Regulation 23(2)(l)	Safe traffic route, imply penalties, traffic calming measures
			Potential accident/collision	4	4	21	General Machinery Regulations 7(a)	Induction Training, Reflective vests, safe work area
			Material/equipment fall from vehicle	4	4	21	Construction Regulations 23(1)(b)(g)(h)	Properly secure all goods

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Contract No:

			Vehicle/plant not used for correct purpose	3	3	13	Construction Regulations 23(1)(b)(c)	Supervision, controlled access to vehicle/plant
	B2	Licencing of operators	Unauthorized operation of equipment	3	3	13	Construction Regulation 23(1)(d)(i)(ii)	Valid operator, restricted access to machinery, supervision
			Expired licenses	3	1	6	Construction Regulation 23(1)(d)(i)(ii)	Keep OHS file up to date
	B3	Parking of vehicles	Runaway vehicle	3	4	17	Safe Operation Procedures (SOP)	Vehicle check list, use stop block behind tyres
			Parking in unsafe areas	3	1	4	Construction Regulation 23(2)(i)(j)	Demarcate proper parking areas
Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
Transportation	C1	Transportation of employees	Interaction with other vehicle-collision	4	4	21	Construction Regulation 23(1)(b)(j)	Supervisor
			Equipment not roadworthy	3	1	4		Vehicle checklist, vehicle must meet required standards
			Equipment not licensed	3	1	4	Construction Regulations 23(a)(b)	Supervision and monitor
			Operator of vehicle transporting employees not licensed and authorized	3	1	4	Construction Regulation 23(2)(i)(j)	Supervision and monitor if Driver has Valid PDP
			Vehicle not equipped to transport employees	3	1	4	Construction Regulation 23(d)(i)(j)	Vehicle checklist, vehicle must meet required standards
			Not Adhering traffic legislation	3	1	4	Construction Regulation 23(2)(j)	Supervision, implement fines

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Contract No:

	C2	Transportation of material or equipment with people	Material/equipment fall from vehicle	4	4	21	Construction Regulation 23(g)(h)	Properly secure all goods
			Potential accident/collision	4	4	21	Construction Regulation 23(2)(g)(h)(j)	Induction Training, Reflective vests, safe work area
	C3	Towing a Trailer	Vehicle accident	4	4	21	Construction Regulations 23(e); Occupational Health and Safety Act 24(1)(c)(iii)(iv)	Awareness, trained operator
			Towing coupler failure	3	3	13	Construction Regulation 22(e)	Inspection Register
<b>Hand Tools</b>	D1	Injury Due to	Incorrect tools used	4	3	17	Hand tool register, Induction Training,	Supervision
			Defective tools	4	3	17	Safe Operation Procedure	Supervision
			Struck by flying debris	3	3	13	Safe Operation Procedure	PPE
	D2	Hand Drills	Clothing being grabbed by rotating drill	3	3	13	Safe Operation procedure, Toolbox Talks	PPE, Supervision
			Unsecured work piece rotating with drill	3	3	13	Electrical Machinery Regulations 10(3)(4)	PPE, Supervision
<b>Steps in operation</b>	<b>Ref No.</b>	<b>Hazard</b>	<b>Risk</b>	<b>Risk Rating</b>			<b>Controls Measures</b>	<b>Other Controls</b>
				<b>L</b>	<b>C</b>	<b>R</b>		
			Shaving flying into eyes	3	3	13		PPE, Supervision
			Accidental injury	4	3	17	Electrical Machinery Regulations 10(4)	PPE, Supervision

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Contract No:

		Electrocution	3	5	22	Electrical Machinery Regulations 10(1) (a)(b)	Tool inspection register
D3	Angle Grinder	Cutting disc cracked and breaks	3	3	13	Safe Operation procedure, Toolbox Talks	PPE, Supervision
		Shaving flying into eyes	3	3	13	Electrical Machinery Regulations 10(3)	PPE, Supervision
		Exposure to noise	3	3	13	Noise Induced Hearing Loss Regulations (7)(1)(a)(b)(c)(d)	PPE
		Vibration	2	2	5	Safe Operation procedure, Toolbox Talks	
		Accidental injury	4	3	17	Safe Operation procedure, Toolbox Talks	PPE, Supervision
		Electrocution	3	5	22	Electrical Machinery Regulations 10(1) (a)(b)	Tool inspection register
D4	Other electrical portable hand tools	Electrocution	3	5	22	Electrical Machinery Regulations 10(1) (a)(b)	Tool inspection register, inspect extension cord
		Exposure to noise	3	3	13	Noise Induced Hearing Loss Regulations (7)(1)(a)(b)(c)(d)	PPE
		Vibration	2	2	5	Safe Operation procedure, Toolbox Talks	
		Accidental injury	4	3	17	Safe Operation procedure, Toolbox Talks	PPE, Supervision
		Shaving flying into eyes	3	3	13	Safe Operation procedure	PPE, Supervision
D5	Explosive actuated fastening device	Malfunction of equipment causing injury/damage	3	3	13	Explosive Regulations 15(a)(b)	Tool inspection register, inspect extension cord
		Accidental injury	3	3	13	Explosive Regulations 15(b)	PPE, Supervision

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Contract No:

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Accidental discharge	3	3	13	Explosive Regulations 15(a)(b)	Safety mechanism working, Store in unloaded condition
Site Clearance	E1	Site/Bush Clearing	Moving machinery accident	4	3	17	Construction Regulation 23(2)(b)	Reflective vests, restricted access, induction training
			Injury due to hand tools	4	3	17	Safe Operation Procedures (SOP)	Induction Training, PPE, First Aider
			Snakes/ Spider bites	3	3	13	SANParks Environmental Management Plan	Induction Training, Proper First Aid treatment available
			Dangerous animals in vicinity	3	3	13	SANParks Environmental Management Plan	Induction training, armed rangers escort
			Electrical cables and other services in way of work area	3	4	17	Construction Regulation 24(c)	Properly mark & demarcate existing services
	E2	Tree felling	Injury from chainsaw	3	3	13	Safe Operation Procedures (SOP)	Trained operator, PPE
			Injury from falling tree	3	3	13		Safe work area, PPE
			Felling from height	3	3	13		Safety Harness, Fall Protection Plan, PPE
			Exposure to electrical cables	3	3	13	Electrical Installation Regulations(5)(1)(2)	Safe work area, PPE
	E3	Removal of waste	Moving machinery accident	4	4	22	Construction Regulation 23(1)(b)(c)	Reflective vests, restricted access, induction training

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Contract No:

			Waste material falling of vehicle	3	3	13	Construction Regulations 23(h)	Secure load, stay within maximum vehicle load capacity
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
	E4	Demolition	Structure/rubble falling on person	3	3	13	Construction Regulation 14(1); 4(ii)	Induction Training, PPE, demarcate area
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
			Presence of lead	2	4	14	Lead Regulations (3)	PPE, Induction Training
Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Presence of Asbestos	2	4	14	Asbestos Regulations (4)	PPE, Induction Training
			Hitting electrical cable - electrocution	3	5	22	Construction Regulation 24(a)	Induction training, Site map indicating existing services
			Hitting of gas line - explosion	3	5	22	Construction Regulation 14(1)(2)	Induction training, Site map indicating existing services
Excavation & backfilling	F1	Hand Digging of holes/trenches	Injury due to defective tools	4	3	18	Construction Regulation 13(a)	Hand tool register, Induction Training
			Injury due to improper work method	4	3	18		Induction training, supervision
			Trip/fall into holes	3	3	13		Demarcate area, induction training, PPE

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Witness for Contractor

Employer

Witness for Employer



Contract No:

	F2	Machine Digging of holes/trenches	Collapse of trench	3	3	13	Construction Regulation 14(4)( iii)	Excavation inspection register by component person daily	
			Collapse of adjacent structure	3	3	13	Construction Regulation 11(1)(a)	Safeguard adjacent structures	
			Malfunction of machinery	3	3	13	General Machinery Regulations 2(2)	Machinery Inspection Register	
			Unauthorized driver	2	2	5	General Machinery Regulations 2(1)	Trained operator, supervision, restricted access to machinery	
			Unnecessary Damage to environment	3	2	9	SANParks Environmental Management Plan	Induction Training, designated work area	
	F3	Tipping of material	Material falling on to person	3	3	13	Construction Regulation 23(g)	PPE, Safe Work area, Flag men	
			Malfunction of equipment causing injury/damage	3	3	13			
	F4	Use of Jackhammer	Exposure to excessive noise	3	3	13	Noise Induced Hearing Loss Regulations 7(1)(a)(b)(c)(d)	PPE  Inspection Register	
			Injury due to malfunction of equipment	3	3	13			
			Exposure to prolonged vibration	3	3	13			
	<b>Steps in operation</b>	<b>Ref No.</b>	<b>Hazard</b>	<b>Risk</b>	<b>Risk Rating</b>			<b>Controls Measures</b>	<b>Other Controls</b>
					<b>L</b>	<b>C</b>	<b>R</b>		
	F5	Hitting of electrical cable and services	Electrocution	3	5	22	Construction Regulation 24(a)(b)(c)	Induction training, Site map indicating existing services	
	F6	Opening trenches	Risk of collapse	3	3	13	Construction Regulation 13(h)(l)	Stabilize trench, work permit, induction training	

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Contract No:

			Fall, slip into trench	4	3	17	General Safety Regulations 2(5)(6)	Barricade trench, PPE
	F7	Compaction	Personal Injury	3	3	13	General Safety Regulations 2(5)	PPE, Trained operator
			Collision of machinery	3	3	13	General Machinery Regulations 4(1)	Induction Training, Reflective vests, safe work area
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
<b>Installation of pipes/cables</b>	G1	Installation of sewer/water pipes in trenches	Fall, slip into trench	4	3	17	Electrical Installation Regulations(5)(1)(2)	Barricade trench, PPE
			Exposure to hazardous biological agents	3	3	13	Hazardous Biological Agent Regulations 5(2)	Induction training, PPE
			Pipe handling/lifting resulting in injury	3	3	13		Induction training, PPE
	G2	Installation of electrical cable in trench	Fall, slip into trench	4	3	17	Electrical Installation Regulations(2)(1)(2)	Barricade trench, PPE
			Cable handling/lifting resulting in injury	3	3	13	Electrical Installation Regulations(2)(1)	Induction training, PPE,
			Dangerous/unsafe cable Joints	3	3	13	Electrical Installation Regulations(5)(1)(2)	Competent installer
<b>Temporary Works</b>	H1	Shoring/formwork/ Shuttering	Collapse of equipment	3	3	13	Construction Regulation 12(1)(2)	Built by competent person, PPE
			Injury during assembly/dismantling	3	3	13	Construction Regulations 12(3)(a)	Induction Training, PPE, Supervision
			Failure of equipment	3	3	13		Inspection register

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Contract No:

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Collapse/bursting of structure	2	3	9	Construction Regulation 12(3)(c)(f)	Design of structure to be loaded to be approved by competent designer
			Inaccessibility to work area	2	3	9		Adequate safe access provided
			Fall, slip from shoring/formwork	3	3	13	Construction Regulation 10(1)(b);(2)(a)(b)	Fall Protection Plan, PPE, safety nets
			Falling material from height	4	3	17		PPE, safety nets
			Cuts and abrasions from splinters and nails	4	2	12	Construction Regulations 12(2)	PPE
	H2	Stop & Go Procedures - Moving Vehicles	injuries to employees involved in an accidents whiles setting up and taking down Stop/Go procedure	4	4	21	Construction Regulation 12(3)(d)	Visibility jackets, radio communication
			Injuries to employees involved in an accidents - in the midst of Stop/Go activity	4	4	21		
			Injuries to road users involved in an accidents - approaching a Stop/Go activity	4	4	21	Construction Regulation 12(3)(d)	
Concrete	I1	Manual Mixing	Cement dust inhalation	3	2	8	Hazardous Chemical Substances Regulations 8(a)(b)(c)	Material Safety Data Sheet, PPE, Supervision

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Employer

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Contract No:

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls		
				L	C	R				
			Hazardous substance contact - dry cement mix	3	3	13	Hazardous Chemical Substances Regulations 9A(2); 2; and Material Data Sheet	PPE, Induction Training		
			Spillage/ pollution	3	3	13		PPE, Concrete mixing sheet		
			Injury during mixing/ cement burns	3	3	13		Induction Training, supervision,PPE		
	12	Concrete Mixer Machine	Poor ventilation causing ill health	3	2	8	General Safety Regulations 5(5)	PPE, additional ventilation		
			Accidental injury through flying objects	3	3	13	Hazardous Chemical Substances Regulations 10(3)	Induction training, supervision		
			Spillage/ pollution	4	3	17		PPE, Concrete mixing sheet		
			Clothing/body parts getting caught in open pulley. V-belts etc.	3	3	13	Construction Regulation 20(1)(a)(b)	Induction training, inspection register, all moving parts covered with guard		
			13	Bulk Mixing Plant	Unauthorized operation	3		2	8	Competent Operator, Supervision
					Malfunction of equipment causing injury/damage	3		3	13	Inspection Register & maintenance register
	14	Concrete pumping	Cement Burns	3	2	8	Safe Operation Procedures (SOP)	PPE, Induction Training		
			Accidental collision with pump	2	3	9	General Safety Regulations 2(5)	Trained operator, supervision, restricted access to machinery		

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Contract No:

			Collapse/bursting of structure	2	3	9	Safe Operation Procedures (SOP)	Design of structure to be loaded to be approved by competent designer
			Malfunction of equipment causing injury/damage	3	3	13	Safe Operation Procedures (SOP)	Inspection register
	I5	Exposure to Hazardous chemical substances	Exposure	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	PPE
			Burns to Skin	3	3	13		
			Inhalation	3	3	13		
<b>Working at heights</b>	J1	Climbing up and down equipment	Fall from equipment	4	3	17	General Safety Regulations (6)	Induction, PPE, Fall Protection plan
			Equipment used for incorrect purposes	3	3	13		Induction training, supervision
			Equipment failure resulting in injury/damage	3	3	13		Inspection register
	J2	Working on Scaffolding	Collapse of Scaffolding	3	3	13	Construction Regulation 16(1)	Competent scaffold erector, inspection register
			Person slipping/falling from scaffolding	4	3	17	Construction Regulation 16(2)	Fall protection plan, safety harnesses, barricades
<b>Steps in operation</b>	<b>Ref No.</b>	<b>Hazard</b>	<b>Risk</b>	<b>Risk Rating</b>			<b>Controls Measures</b>	<b>Other Controls</b>
				<b>L</b>	<b>C</b>	<b>R</b>		

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Contract No:

			Falling objects from scaffolding causing injury/damage	4	3	17	Construction Regulation 16(1)(2)	PPE, safe work area, catch nets
			Scaffolding used for incorrect purpose	3	2	8		Induction Training, supervision
			Sharp edges causing injury	3	2	8		Eliminate or clearly mark edges
	J3	Working on Ladders	Fall from ladder	4	3	17	General Safety Regulation 13A(4)(a)(b)	PPE, safety harness, Fall protection plan
			Ladder not secure - slip	3	3	13	General Safety Regulation 13A(2)(a)(b)	Secure ladder
			Ladder damaged or substandard	3	3	13	General Safety Regulation 13A(2)(a)(b)	Ladder inspection Register
			Ladder used for incorrect purpose	3	2	8	General Safety Regulation 13A(3)(a)(b)	Induction Training, supervision
<b>Work in Confined Spaces</b>	K1	Confined Spaces	Lack of oxygen	2	3	9	General Safety Regulations 5(1)	Additional ventilation
			Intoxicating Fumes	2	3	9	General Safety Regulations 5(1)(2)(a)(b)	Respiratory masks
<b>Construction</b>	L1	Bricklaying	Injury due to sharp bladed tools	3	3	13	Occupational Health and Safety 8(1)(2)	PPE, Induction Training
			Fall from heights	3	3	13		PPE, Fall Protection Plan
			Injury due to hauling of bricks	4	3	17		PPE, Induction Training
			Shards flying into eyes from breaking bricks	4	3	17		PPE, Induction Training
			Bricks falling from height	4	3	17		Safe work area, Induction Training, barricades

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Contract No:

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
					L2	Plastering		
			Fall from heights	3	3	13	PPE, Fall Protection Plan	
			Spillage/ pollution	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	Drop sheets to be used
			Hazardous substance contact - dry plaster mix	3	3	13		PPE, Induction Training
			Dust -ill health	3	3	13		PPE, Induction Training
	L3	Painting	Unauthorised use of grinders during preparation for painting	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	PPE, Supervision
			Exposure to chemicals/ inhalation of fumes	3	4	18		PPE, Supervision
			Spillage/ pollution from paint	3	3	13		PPE, Supervision
			Flammable liquids - Accidental fire	3	4	18	Construction Regulation 25(a)(b)(c)(d)(e)(f)(g)	Proper storage facilities, Firefighting equipment
			Improper ventilation	3	3	13		
			Unauthorized access to flammable liquids	3	3	13		Restricted access
			Fall from heights	3	3	13		PPE, Fall Protection Plan
	L4	Tiling	Injury due to sharp bladed tools	3	3	13	Safe Operation Procedures (SOP)	PPE, Induction Training

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Contract No:

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Shards flying into eyes from breaking tiles	4	3	17		PPE, Induction Training
			Exposure to chemicals/ inhalation of fumes	3	4	18	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	PPE, Supervision
	L5	Carpentry & Joinery	Injury due to sharp bladed tools	3	3	13	Safe Operation Procedures (SOP)	PPE, Induction Training
			Shards flying into eyes	4	3	17		PPE, Induction Training
			Exposure to chemicals/ inhalation of fumes	3	4	18	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	PPE, Supervision
			Injury due to hauling of material	4	3	17		PPE, Induction Training
	L5	Chasing of services into brickwork	Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
			Electrocution - hitting of services				Construction Regulation 24(a)	
			Injury due to sharp bladed tools	3	3	13	Safe Operation Procedures (SOP)	PPE, Induction Training
			Shards flying into eyes	4	3	17		PPE, Induction Training
	L6	Rope Access Work	Falling from height	3	3	13	Construction Regulations 18(1)(a)(b)(c)	
			Failure of equipment	4	3	17	Construction Regulations 18(2)(a)(b)(3)	
			Improper equipment	3	3	13		

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Contract No:

	L7	Roof Construction	Falling Material onto person	3	3	13	Construction Regulations 10(1)(a)(b)(c)	PPE, Induction Training	
			Fall from heights	3	3	13		PPE. Fall Protection Plan	
			Collapse of structure	3	3	13		Competent designer, supervision	
	L8	Water pipeline connections	Person coming into contact with liquid under pressure	3	3	13	Safe Work Procedure	PPE	
			Exposure to thread sealant	3	3	13		PPE	
			Release of pressure during pressure test	2	2	5		PPE	
	L9	Sewer pipeline connections	Person coming into contact with hazardous biological agents	3	2	8	Hazardous Biological Agents Regulation 4(1)(a)(b)(c);(2)(3)	PPE	
			Explosion due to hazardous fumes	3	2	8		PPE, Induction Training	
	<b>Steps in operation</b>	<b>Ref No.</b>	<b>Hazard</b>	<b>Risk</b>	<b>Risk Rating</b>			<b>Controls Measures</b>	<b>Other Controls</b>
					<b>L</b>	<b>C</b>	<b>R</b>		
			Person coming into contact with liquid under pressure	3	3	13		PPE	
	L10	Electrical cable connections/ electrical installations	Electrocution	3	5	22	Construction Regulation 24(a)	Competent person to do installation & inspection	
Dangerous/unsafe cable Joints			3	3	13	Construction Regulation 24(a)(b)(d)(e)	Supervision		
Accidental switch on while work in progress			3	5	22		Apply lockout procedure before doing connections		

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Contract No:

Steps in operation	Ref No.	Hazard	Risk	Risk Rating	Controls Measures	Other Controls		
			Inadequate material used, causing short circuit/fire	3	3	13	SABS approved material	
			Short circuit can blow up when switching	3	5	22	PPE	
	L11	Work on Water pipeline reticulation	Person coming into contact with liquid under pressure	3	3	13	Safe Work Procedure Hazardous Biological Agents Regulation 10(1)(a)(b); 2(a)(b)(c)	PPE
			Exposure to thread sealant	3	3	13		PPE
			Release of pressure during pressure test	2	2	5		PPE
	L12	Work on Sewer pipeline reticulation	Person coming into contact with hazardous biological agents	3	2	8	Safe Work Procedure Hazardous Biological Agents Regulation 10(1)(a)(b); 2(a)(b)(c)	PPE
			Explosion due to hazardous fumes	3	2	8		PPE, Induction Training
			Suspended pipe work, pipe falling on person	3	2	8		
			Person coming into contact with liquid under pressure	3	3	13		PPE
	L13	Medium Voltage reticulation	Electrocution	3	5	22	Construction Regulation 24(a)(b)(c)	Competent person to do installation & inspection
Dangerous/unsafe cable Joints			3	3	13	Construction Regulation 24(d)(e)	Supervision	

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Contract No:

			L	C	R		
		Accidental switch on while work in progress	3	5	22		Apply lockout procedure before doing connections
		Short circuit can blow up when switching	3	5	22		PPE
L14	Exposure to mechanical components	Injury from moving parts	3	3	13	Occupational Health and Safety Act 24(1)(a)(c)	
		Electrocution	3	3	13		
		Explosions	3	3	13		
L15	Water & Sewerage Treatment	Chemical Exposure				Hazardous Chemical Substances Regulations 4(a)(b)(d)(f)(g) Material Data Sheet	Sampling
		Slip and fall					
		Exposure to UV lights					
L16	High Voltage reticulation > 1000V	Discharge of cable	3	5	22	Electrical Installation Regulations 9(1) General Machinery Regulations 2(1)(2)(3)(i)	Correct measuring equipment
		Electrocution	3	5	22	Construction Regulation 24(a)(b)(c)	Competent person to do installation & inspection
		Dangerous/unsafe cable Joints	3	3	13	Electrical Installation Regulations 2(1)(2)(3)	Supervision
		Accidental switch on while work in progress	3	5	22		Apply lockout procedure before doing connections

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Contract No:

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Short circuit can blow up when switching	3	5	22		PPE
	L17	Road Construction	Risk of being struck by vehicle while working next to road	4	4	21	Occupational Health and Safety Act 24(3)(a)(b)	Traffic Management Plan, Road Signs, reflective vests, Flag man
			Failure of regulating traffic causing collisions	3	4	18		Competent person, supervision
			Injury from road users and public	4	4	21	Construction Regulations 23(1)(e)(j)	Restrict access to site, Signage
			Noise pollution	3	2	8	Noise Induced Hearing Loss Regulations 7(1)(a)(b)(c)(d)	PPE
			Inhalation of dust	3	2	8	Hazardous Chemical Substances Regulations 8(a)(b)(c)	PPE
	L18	Paving	Injury due to sharp bladed tools	3	3	13	Occupational Health and Safety 8(1)(2)	PPE, Induction Training
			Injury due to hauling of paving blocks	4	3	17		PPE, Induction Training
			Shards flying into eyes from breaking bricks	4	3	17		PPE, Induction Training
	L19	Kerb laying	Bodily injury due to handling	4	2	12	Occupational Health and Safety Act 24(1)(a)	PPE, Induction Training
			Falling of kerb onto person	3	2	8		Proper offloading plan, PPE
	L20	Bitumen Surfacing	Burns to Skin	3	2	9		PPE, Induction training

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Contract No:

			Accidental Fire	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	Fire Fighting equipment, Induction Training, Emergency Plan
			Accidental spillage	4	3	17		SANParks EMP & Code of conduct
			Potential accident/collision of vehicle	4	3	17	Hazardous Chemical Substances Regulations 4(a)(b)(c)	Induction Training, Reflective vests, safe work area
			Hazardous fumes inhalation	3	3	13	Hazardous Chemical Substances Regulations 6(1)(a)(b)	PPE, Induction Training
			Hazardous Chemical Exposure	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)(b)	PPE, Material Data Sheet, induction Training
	L21	Layer Works	Potential accident/collision of vehicle	4	3	17	Hazardous Chemical Substances Regulations 14(b)	Induction Training, Reflective vests, safe work area
			Hazardous Chemical Exposure	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)	PPE, Material Data Sheet, induction Training
Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Radioactive exposure due to None-destructed density testing (Radio Active)	3	3	13	Hazardous Chemical Substances Regulations 5(4)	Induction Training, PPE
			Injury due to vehicle/plant	4	3	17	Occupational Health and Safety Act 24(1)(a)(b)(c)	Induction Training, Reflective vests, safe work area
	L22	Gabions	Injury due to rock packing	4	3	17	Occupational Health and Safety Act 24(1)(c)(ii)	PPE, Induction Training
			Fall, slip from height	3	3	13	Construction Regulation 10(2)(a)(b)(d)(e)	PPE, Fall Protection Plan, Safe Work area

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Contract No:

			Cuts and abrasions from sharp material	4	2	12		PPE, Induction Training
			Collapse of structure	2	4	14	Construction Regulation 10(4)(c)(ii)(d)	Design of structure to be approved by competent designer
			Falling of material onto person	3	3	13		PPE, safe work area, catch nets
	L23	Culvert placing with lifting machinery	Heavy objects swinging out of control causing injury/damage	3	3	13	Driven Machinery 18(a)	Safe work area, Induction Training, Trained operator, Lifting Plan
			Crane/lifting tackle failure causing object to fall	3	3	13	Construction Regulation 22(a)(b)(d)(e)	Inspection Register, Trained operator
			Accidental collision with overhead power lines	2	3	9	Construction Regulation 22(a)	Assign a flag man, determine safe work area
			Lifting machine/crane falling over	3	3	13		Assign a flag man, determine safe work area
	L24	Road Marking/ Painting	Exposure to chemicals/ inhalation of fumes	3	2	8	Hazardous Chemical Substances Regulations 6(a)(b)(c)	PPE, Supervision
			Spillage/ pollution from paint	4	2	12		PPE, Supervision
			Flammable liquids - Accidental fire	3	3	13	Construction Regulation 25(a)(b)(e)(f)(g)	Proper storage facilities, Firefighting equipment
			Unauthorized access to flammable liquids	3	2	8		Restricted access
Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		

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Contract No:

	L25	Steel Fixing (Re-bar)	Injuries from tie wire	3	3	13	Occupational Health and Safety Act 24(2)	PPE, Induction Training
			Fall from heights	3	3	13		PPE, Fall Protection Plan
			Falling components	3	3	13		PPE, safe work area, catch nets
			Back injuries from manual handling	3	3	13		PPE, limit lifting weight
			Steel structure collapsing	3	3	13		PPE, Supervision
<b>Metalwork</b>	M1	Welding and flame cutting	Unsafe flame cutting/ welding equipment	3	5	22	General Safety Regulations 9(1)(a)(b)(c)(d)	Flame cutting equipment to be fitted with flashback arrestors, supervision
			Employees not competent to perform duty	3	3	13		Supervision
			Unsafe storage	3	3	13	General Safety Regulations 9(3)	Proper storage facility
			Injury / burns to person	3	3	13	General Safety Regulations 9(5)	Burn shield in First Air Box
			Accidental fire	3	3	13		Firefighting equipment
	M2	Steel fixing	Injuries from tie wire	3	3	13	General Administrative Regulations 8(1)(a)(b)	PPE, Induction Training
			Fall from heights	3	3	13		PPE, Fall Protection Plan
			Falling components	3	3	13		PPE, safe work area, catch nets
			Back injuries from manual handling	3	3	13		PPE, limit lifting weight
			Steel structure collapsing	3	3	13		PPE, Supervision

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Contract No:

**Maximum Reasonable Consequence ( C )**

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

**Likelihood of the event occurring( L )**

L	Description of probability or potential of event occurring		
5	Very High	Common regular occurrence	Almost certain to happen
4	High	Possibility of regular occurrence	Likely to happen / Known to happen

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Contract No:

3	Moderate	Isolated incidents - Could happen	Has been reported from elsewhere so it could happen
2	Low	Not likely to occur	Unlikely: not likely to happen but not impossible
1	Very Low	Rare - Very unlikely	Practically impossible

**Risk Rating Matrix**

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

**Actions**

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

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Contract No:

**DRAFTING COMMITTEE**

INITIALS	SURNAME	DESIGNATION	CONTACT DETAILS	HIRA TRAINING	SIGNATURE	DATE
D	Oosthuizen	Coordinator Project Operations	012-426-5015	Yes	<i>Oosthuizen</i>	17/03/2015
Z	Mkhonza	OHS Coordinator Compliance	012-426-5199	Yes	<i>[Signature]</i>	17.03.2015
C	Jones	Regional Project Manager	021-949-6414	Yes		
R	Williams	Senior Project Manager	021-949-6414	Yes		

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Contract No:

**8. COVID-19 REGULATIONS AND PROCEDURES**

This regulation has been categorised as Disaster Management Regulations which will be continuously be reviewed as described below:

**COVID – 19**

**OCCUPATIONAL HEALTH AND SAFETY  
REGULATIONS AND PROCEDURES**

Contractor

Witness for Contractor

Employer

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Contract No:

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### 8.1. PURPOSE

To provide guidelines and stipulate measures to be taken in order to protect the health safety of all persons and members of the public entering our work sites or are exposed to our work activities from COVID – 19 risk. These measures includes infection transmission prevention, maintaining a minimum distance between participants at all times, the provision of protective equipment and the implementation of hygiene procedures. These measures are supported by awareness campaigns such as the creation of awareness - raising posters for all participants, as well as training on additional OHS measures and fully Integrating these preventive measures into the workpla

### 8.2. APPLICATION

This procedure applies to Environmental Programmes (EP), including all subsidiary programmes, contractor teams, operational staff and visitors to the work site. It excludes facilities.

### 8.3. LEGISLATIVE REFERENCES

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Occupational Health and Safety Act, 1993 (Act 85 of 1993)  
Occupational Health and Safety Act, 1993 (Act 85 of 1993): General Administrative Regulations  
Occupational Health and Safety Act, 1993 (Act 85 of 1993): Hazardous Biological Agents Regulations  
Government Gazette, 2020 (Gazette No. 43257 – Vol. 658): COVID - 19 Occupational Health And Safety Measures In Workplaces – COVID -19 (C19 OHS), 2020  
International Labour Organisation: Employment – Intensive Investment Programme (EIIP)  
ISO 45001:2018: Operational Control and Planning Component (Clause 8.1)  
ISO 9001:2008 (Clause 8.1)  
ISO 14001:2004 (Clause 8.1)

#### 8.4. DEFINITIONS, ABBREVIATIONS AND ACRONYMS

“**COVID - 19**” means the Novel Coronavirus (2019 - nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;

“**Corrective Action**” means a reactive process used to address problems after they have occurred. Corrective action may be triggered by a variety of events, e.g. non-conformance to documented procedures and work instructions, unacceptable monitoring and measurement results, internal or external OHS complaints, etc.

“**HIRA**” means Hazard Identification & Risk Assessment Team;

“**Isolation**” means separating a sick individual with a contagious disease from healthy individuals without that contagious disease such a manner as to prevent the spread of infection or contamination;

“**Medical screening**” means to detect early signs of work - related illness by administering tests to apparently healthy persons. Testing may include such tools as questionnaires, physical examinations, and medical investigations;

“**Non-conformance**” means any deviation from policies, procedures, work instructions, regulations, management system performance requirement etc. that could either directly or indirectly lead to injury, illness, disease, property damage, damage to the workplace environment, environment, or a combination of these;

“**PPE**” means personal protective equipment;

“**Quarantine**” means separating asymptomatic individuals potentially exposed to a disease from non-exposed individuals in such a manner as to prevent the possible spread of infection or contamination;

“**Risk**” means the chance or likelihood of the hazard causing harm or damage to an individual, property and/or the environment;

“**Red card offence**” means a warning action issued to individuals or operations / activity, and to alert all in the vicinity to a REAL HAZARD or danger to persons and environment;

“**Work Site/s**” shall mean any location where work is performed or a service is rendered for and have equipment or infrastructure installed, on behalf of the Department;

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“SOP” means Standard Operating Procedure;

“WHO” means the World Health Organization.

## 8.5. STANDARD PROVISION

### 8.5.1. Risk assessment

#### 8.5.1.1. Identification of exposure levels

8.5.1.2. Develop, review and update current risk assessments in respect of COVID - 19 and adapt measures required by this standard operating procedure (SOP) to your specific working condition/s and environment/s (see SHEQ/PROC 8.5.1.Risk Assessment Plan for Implementation & COVID – 19 Walk through Risk Assessment – as per Department of Employment and Labour.

8.5.1.3. A systematic approach is to be followed to ensure that all significant hazards and risks are identified. This approach will include the identification of all activities, facilities, equipment, materials, substances, operations and products

8.5.1.4. Review and update a site specific COVID -19 Hazard Identification and Risk Assessment (HIRA) for each work site, based on the Baseline HIRA as per COVID – 19 Baseline Risk Assessment);

8.5.1.5. Review, update and implement COVID -19 Safe Work Procedure (SWP) for each work site, based on recommended implementation steps in the Generic SWP COVID – 19 SWP);

8.5.1.6. The Focal points must provide HIRA information sessions and toolbox talks Safety Toolbox talk/s; to participants every day prior to work commence, in order for them to be familiar with COVID – 19 risks;

8.5.1.7. Evaluate and complete a project continuity risk assessment plan prior the decision on proceeding with a project/work (see SHEQ/PROC 4.4.6.1/checklist for project continuity);

I. The observations should be discussed through social dialogue with Line function, Service Providers and Contract Teams, to assess the capacity of contractors, site supervisors and participants to implement these preventative measures. Consideration should be given to available resources and capacity (see SHEQ/PROC 4.4.6.1/Risk Assessment Plan – Annex 2 Responsibility for each action by stakeholders);

II. If either contractors, site supervisors and participants are unable to meet the requirements of the measures outlined in this procedure and in the COVID – 19 HIRA, whether partially or in their entirety, the work on sites must be suspended. Project suspension may also be triggered by government restrictions or an infection rate within local communities.

8.5.1.8. Risk assessment plan must be strictly complied with through monitoring and supervision.

8.5.1.9. Non – Conformance to any requirements stipulated in this “SOP” will be treated as a red card offence. **CORRECTIVE MEASURES** will be implemented in accordance with the (see SHEQ/Sub Procedure/ Zero Tolerance – 4.5.3.1.1).

#### 8.5.1.2. Identification of “high contact” activities

8.5.5.2. The transportation of participants to and from work is regarded as a “high contact” activity. To minimise the risk of transmission of COVID – 19 during this activity, the safe work practises stipulated in this procedure, under section 5.6, shall be implemented, monitored and adhered with at all times;

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8.5.5.3. The site Emergency Preparedness/Response Plan (see PROC 4.4.7) must include and clearly indicate:

- I. register of participants contacts on a daily attendance for the purposes of contact tracing (reduce the spread to other unaffected participants) - (see SHEQ/PROC 4.4.6.1/register of participants contacts);
- II. directory of COVID - 19 hotlines / task force, communication channels on site in the event of COVID - 19 situation and responsibilities, and location of the nearest available and competent medical facilities with sufficient staff;
- III. mitigating measures to prevent the spread of the virus within the community, including health surveillance;
- IV. make arrangements for isolation of any person who develops COVID - 19 symptoms at work, and the area should be accessible only by public health authorities or those with appropriate protective gear;
- V. clarify situations that should trigger suspension or closing of works, agreed by relevant stakeholders;
- VI. potential risks and a contingency plan for the project work if the spread of COVID - 19 increases to the extent that implementation is no longer possible (Include a "force majeure" clause in the contract of agreement).

**8.5.1.3. Identification of vulnerable participants and special measures for their protection including protection against unfair discrimination or victimization,**

- 8.5.1.4. All participants must undergo pre, periodic and exit medical examinations, at approved Medical Practitioner, and be declared fit to perform their duties. A certificate of fitness must be available on site of all participants;
- 8.5.1.5. Participant with underlying medical conditions e.g. diabetes, asthma, cardiovascular disease, chronic respiratory disease, chronic renal disease, pregnant workers, HIV diagnosed workers who are virally unsuppressed etc., must be indicate this during screening process. Any medical conditions disclosed must be treated with confidentiality;
- 8.5.1.6. Focal points must encourage a healthy lifestyle amongst participants e.g. to take prescribed medication daily;
- 8.5.1.7. If it comes to the attention of the Focal point, that a participant/s with underlying medical conditions refuse to adhere to taking their prescribed medication, they should not be allowed to continue work;
- 8.5.1.8. Where persons with underlying medical conditions so signs of ill health, they should not be allowed to work and requested to remain home until his/her condition improves;
- 8.5.1.9. ensure that the participant is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No.55 of 1998).

**8.5.2. Engineering controls**

**8.5.2.1. Ventilation**

- 8.5.2.1.1. Ensure vehicles are adequately ventilated. Keep canopy windows open at all times. Preferable, canopies should be replaced with adequate railings to allow for better ventilation to reduce "confine space" risk;

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### 8.5.2.2. Physical barriers

- 8.5.2.2.1. Transportation is regarded as one of the "high contact" activities, which increases the risk of COVID – transmissions. "High contact" areas qualifies for the establishment of physical barriers between participants to reduce this risk;
- 8.5.2.2. Due to the nature of the activity, the use of personal protective equipment (PPE) when seated inside a vehicle will apply. This will serve as a physical barrier between participants. The PPE during transportation shall include:
  - 1) face shield;
  - 2) face mask (3 x material layer washable face mask)
  - 3) safety gloves (recommended);
  - 4) long sleeve overalls.

### 8.5.3. **Administrative controls**

#### 8.5.3.1. Screening/ reporting of symptoms/ sick leave

- 8.5.3.1.1. Project Coordinator/Responsible Manager, must facilitate for Contractors and participants to undergo screening, and where necessitated, for testing (COVID – 19) at approved Department of Health local Test Centers. A register shall be kept on site of all persons screened and/or tested (see SHEQ/PROC 4.4.6.1/register of participants screened and/or tested);
- 8.5.3.1.2. Early detection and isolation of possible infectious participants is key. A "designated focal point" must complete a health check (screening), using the "self-assessment questionnaire" and measure body temperatures for fever symptoms on all contractors, drivers, operators and participants at the time they report for duty and/or prior to them being allowed access to a vehicle or work site. Non - contact thermometers should be used to measure body temperature. Screening will be accompanied with hand sanitization;
- 8.5.3.1.3. If a participant present with symptoms (sudden onset of at least one of the following: cough, sore throat, fatigue, shortness of breath, **temperature of 37.3 degrees Celsius** or higher) when reporting for duty, he/she must not be permitted to enter the vehicle or work site;
- 8.5.3.1.4. Where possible, establish a suitable central point for contractors and participants to meet for screening and hand sanitization. Where this is not possible, measures must be put in place to ensure all persons entering the site is screened and their hand sanitized before engaging with other team members;
- 8.5.3.1.5. Internal health surveillance for COVID - 19 shall be implemented by a responsible Focal point, which will include:
  - I. participants must monitor themselves for fever by taking their temperature twice a day and symptoms of COVID - 19 (Method to verify a rise in temperature is as follows; use the back of your hand and place it on your forehead, if the temperature is higher than normal then there might be a rise in temperature);
  - II. at end of a shift, Focal point must check with participants whether they have experienced sudden onset of any COVID - 19 symptoms. Should they report any symptoms, s/he, they must be isolated;

#### 8.5.3.2. **If a participant present with symptoms when reporting for duty, or during working hours, immediately:**

- I. isolate the participant, provide the participant with a FFP1 surgical mask and arrange for the participant to be transported in a manner that does not place other participants or members of the public at risk, either to be self - isolated or for a medical examination or testing; and

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- II. assess the risk of transmission, disinfect the area and the participant work area;
- III. refer the participant who may be at risk for screening and take any other appropriate measure to prevent possible transmission;
- IV. ensure that the participant is tested or referred to an identified testing site;
- V. alternatively refer him / her to nearest medical institution dealing with COVID - 19 cases. Call the institution ahead of the visit and inform them of the symptoms.
- VI. place participants on paid sick leave in terms of section 22 of the BCEA; or
- VII. if the participants sick leave entitlement under the section is exhausted, make application for an illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;

**Minimizing contact**

8.5.3.3. Social distancing - Transmission of COVID-19 from one person to another is through respiratory droplets (e.g. sneezing, coughing, talking etc.) or physical contact. The risk of transmission must be reduced by implementing the following:

- I. keep a distance of 2 meters between participants;
- II. avoid unnecessary social contact;
- III. contractor must make extra efforts to allocate participants in a manner that allows them to keep a safe distance of 2 meters from each other, with due consideration of productivity. Therefore, it is suggested that group work is avoided and instead each participant is given individual work tasks to secure sufficient spacing;
- IV. hand shaking and other ways of physical greetings must be avoided;
- V. camping: Contractors should take necessary measures, in consultation with the responsible managers, for physical planning of the camp to accommodate the requirements for social distancing and sanitation measures, including the provision of water facilities, crowd management and prevention of large gatherings, with clear upper limits on the number of people allowed at a time in each facility;
- VI. a separate living area should be allotted if a participant develops a mild symptom, and the area should be accessible only by public health authorities or those with appropriate protective gears;
- VII. social distancing measures must be implemented through supervision both in the work site and in the common areas outside the immediate work site through queue control or within the workplace such as canteens and toilets. These measures may include dividing the workforce into groups or staggering break-times to avoid the concentration of participants in common areas.

8.5.3.4. Ensure only authorized persons enter the work site and storeroom areas. Place "no unauthorised entry" signs on doors leading to storerooms;

8.5.3.5. Access by third parties to project sites, as well as physical distance between participants should be strictly monitored by the focal points, in order to avoid the risks of contagion;

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**Rotation and shift work**

8.5.3.6. Consider introducing working shifts, or time lags to reduce concentrations of participants in the same space, when applicable and where possible;

**Work-at-home strategies**

8.5.3.7. If a participant develops a mild symptom similar to that of COVID - 19, the participant should immediately be requested to self-quarantine and stay at home for at least 14 days, and such cases should be reported to health authorities immediately. If a participant develops a serious symptom such as difficulties in breathing or high fever, responsible managers/contractor should immediately contact the nearest designated medical facility for testing (if possible) and arrange logistics. Care should be taken to ensure that risk of contact with other people is minimized as the participant is in transit to home;

8.5.3.8. A person having had face-to-face contact ( $\leq 2$  meters) or was in a closed environment with a COVID - 19 case must go into isolation; this includes, amongst others, all persons living in the same household as a COVID - 19 and, people working closely in the same environment;

8.5.3.9. Participant/s with suspected COVID - 19 infection with mild symptoms and no underlying or immunocompromising conditions may be cared for / isolated in the home environment;

**Communication and information strategies**

8.5.3.10. Regional OHS Officers, Project Coordinators/ Responsible Managers and Contractors must provide clear and unequivocal messages focusing on what people should do to reduce the risk, or which actions to take if they think they may have COVID - 19. For this purpose, it is essential that awareness-raising posters are displayed throughout the site, or handouts for stakeholders with necessary information, and ideally shared through SNS (Social Network Services) for a wider audience. Awareness raising material may be obtained from your central or local authorities (either general or sector-specific ones).

**Role of health and safety committees and representatives**

8.5.3.11. Project Coordinators/Responsible Managers and Contractors, in consultation with H&S representatives/Focal points, must ensure the risk exposure to COVID - 19 form part of the monthly OHS meeting agenda;

8.5.3.12. Incidents reports relating to COVID – 19 must be discussed, reviewed and corrective measures proposed at the monthly OHS meeting to ensure continual improvement. (see SHEQ/PROC 4.5.3.1/Incident Investigation);

8.5.3.13. Incidents mentioned above must be reported to the EP National OHS meeting (see SHEQ/PROC 4.5.3.1/Incident Investigation);

8.5.3.14. COVID – 19 risks, which cannot be managed at project and/or area level must be escalated to the EP National OHS Committee;

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**8.5.3.15. Project Coordinator/Responsible Manager, with the assistance of Regional OHS officers, must facilitate the establishment of a team with appointed Focal points for COVID - 19 responses.**

- I. team with Focal points should consist of different stakeholders including contractor(s), site supervisor(s), and participant H&S representative(s) with at least one female representative and/or a representative with a disability, if possible.
- II. in cases where a site OHS officer is in place, s/he should take the leading role for the team;
- III. each Focal point shall share and undertake the responsibilities outlined in the attached guideline (*a summary of responsibilities is in the Annex 3 of the guidance*);
- IV. project Coordinator/ Responsible Manager shall instruct and train each focal point to execute their respective roles, with the support of public health authorities when feasible;
- V. a Focal point should hold at least one information update session on the status of COVID - 19 at a specific time during the day;
- VI. a Focal point should hold at least one information update session on the awareness raising material as well as internal "safety toolbox talks" at a specific time during the day;
- VII. the Focal point should also continuously monitor other symptoms such as respiratory symptoms or difficulties in breathing, and ensure that participants are not exposed to potential risks (e.g. travel, contact with sick people, participation in large gatherings);
- VIII. a Focal point should regularly remind and inform participants and contractors of the importance of thoroughly washing their hands with running water and soap for at least 20-30 seconds (40-60 seconds when hands are visibly dirty) at regular intervals. A focal point should also regularly advise participants and contractors to avoid touching eyes, nose, and mouth with unwashed hands;
- IX. focal points must develop suitable safe procedures for the disposal of possibly infected solid wastes (e.g. tissues and other used cleaning consumables and materials) to eliminate these from becoming a potential hazard. Sharp objects must be used with caution to avoid cuts;
- X. early detection is key. A "designated focal point" must complete a health check, using the "checklist for Identification of suspected COVID - 19 case" and measure body temperatures for fever symptoms on all contractors, drivers, operators and participants prior to them getting into a vehicle or being allowed on site. Non-contact thermometers should be used to measure body temperature;

8.5.3.16. Regional OHS Officers, Project Coordinators/Responsible Managers and Contractors, in consultation with H&S representatives, should engage government authorities, to reduce the risk of exposure to COVID - 19 at the work place;

**Education and training**

8.5.3.17. Train all participants and Focal Points on the effective management and implementation of the OHS Plan and SWP for COVID - 19;

8.5.3.18. Training attendees must be screened prior to them being allowed access to the venue;

8.5.3.19. Training attendees who have been in close contact with a probable/confirmed COVID - 19 case, attended a funeral/ event or visited an outlet which was later confirmed to have an outbreak or people testing positive must declare it and not be allowed to attend the training session (see SHEQ/PROC 4.4.6.1/register of participants contacts);

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8.5.3.20. A participant in training and/or meetings (OHS meetings) might be infected, and unknowingly expose others to the virus. Therefore, the organizer of such training and/or meetings must consult central and local government authorities to obtain reliable information on the infection rate of COVID - 19 in the area where the training and/or meeting is expected to be held, and verify the information with public health authorities. When the training and /or meetings takes place, the organizer shall:

- I. abide by the number of participants allowed in a place;
- II. arrange the seating to ensure that there is sufficient space between participants;
- III. and ventilate the room (e.g. opening windows) in case the training and /or meeting takes place inside a building;
- IV. any information pertaining to the training and/or meeting arrangement should be recorded for emergency purposes to be shared with public health authorities;
- V. in addition, alternative options such as online meetings and/or training for awareness-raising session when a large gathering is not feasible should be considered, as well as technical training in smaller groups through mobile training facilities.

#### **Reporting of incidents for regulatory purposes**

8.5.3.21. Participants must be informed to alert their contractor or Focal point immediately, if they suspect they have been exposed to COVID – 19 (symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness);

8.5.3.22. If a participant is diagnosed with COVID – 19, the Responsible Manager must investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place;

8.5.3.23. An incident investigation reports shall be completed, indicating all possible causes and corrective actions taken or proposed. Incident reports shall be submitted to the relevant OHS Committees as well as the office of the DD: Health and Safety (see *SHEQ/PROC 4.5.3.1/Incident Investigation*);.

8.5.3.24. Service Providers/Contractors must **register with the Compensation Fund and be in possession of a "Good Standing"** certificate. Alternatively, the Service Providers/Contractors must have Health Insurance, which provides health cover equivalent to that offered by the Compensation Fund;

8.5.3.25. If there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.

8.5.3.26. Reporting for purposes of public health, contact tracing, screening, testing and surveillance;

8.5.3.27. If a participant is diagnosed with COVID – 19, the Responsible Manager shall inform the Department of Health and the Department of Employment and Labour.

### **8.5.4. Healthy and safe work practices**

#### **8.5.4.1. Disinfectants, sanitisers and personal hygiene**

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8.5.4.1.1. Preventative supplies shall be included in the Bill of Quantities (BoQ) for contractors to pre – procure and enforce the provision. Supplies items shall be in sufficient quantities based on the number of participants and duration of the contract and shall include;

8.5.4.1.2. **Hands must be kept clean.** Hands must be sanitized / washed with soap and water as follows:

✓ hand must be sanitized:

1) before entering a vehicle or work site.

✓ Alternatively, hands may be washed with water and soap (for 20 seconds) where possible;

✓ during operations hands must be wash with soup and water,

2) before and after eating,

3) before and after treating a cut or wound,

4) after using toilet,

5) after using tools,

6) after blowing nose, coughing, or sneezing,

7) after touching an animal, animal feed, or animal waste,

8) after touching waste and

9) after being out in the public. *Refrain from using hand sanitizers during operation due its flammable nature;*

✓ remove gloves and wash hands with soap and water,

1) before eating,

2) before treating a cut or wound,

3) before touching your face;

✓ mouth must be covered with a tissue paper when coughing and sneezing. Once used, throw the tissue away in a closed bag or container;

✓ avoid touching your face, eyes, nose, and mouth with unwashed hands at all times.

**Other**

8.5.4.1.3. In areas where centralized safe water supplies are not available, basic water treatment technologies such as boiling or appropriate water filtration/purification equipment must be considered;

I. separate cups and water bottles for drinking water should also be prepared for each participant, and these items should be washed thoroughly after use. Clean all utensils before eating;

II. replace existing water containers, with water containers fitted with a tap. Reasons are:

✓ less surface areas will be touched;

✓ sealed water containers poses less risk of water contamination vs opening a container to pour water;

✓ taps allow for easy rinsing with clean running water.

III. Water containers must be placed as follows:

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- ✓ 1 x 10L hand washing container with tap and a 1 x sanitizer must be located within 5m of toilets. Where portable toilets are used, the seat must be sanitized after each use;
- ✓ 1 x 10L hand wash container with tap must be located at the working area to wash your hands when required;
- ✓ 1 x 25L hand wash container with tap to be located at the eating/resting area for hand washing and drinking water.
- ✓ 1 x 25L container to be kept on site for access water requirements.

IV. paper towels must be provided to dry hands after washing – the use of fabric toweling is prohibited;

8.5.4.1.4. **Avoid sharing PPE, tools and equipment.** Where the sharing of tools and equipment are unavoidable, hands must be washed before and after using shared tools and equipment;

8.5.4.1.5. All surfaces of PPE, hand tools and equipment that are directly touched by multiple participants should be wiped down and/or washed with water and detergents/ jik, before work begins, regularly during the working period and at the end of every day and stored in a safe location.

- These include safety helmets and boots, visibility vests, gloves, goggles, and ear muffs/plugs, knapsacks, containers, storage containers, toolboxes, vehicle door handles among others.
- Medical reusable / 3 x material layer reusable masks must be washed with water and soap every day after work is complete.
- The tools and equipment registers can be utilized to monitor and record the washing processes Any waste of consumable products should be disposed of in designated disposal bags;
- Tools and equipment must be washed with a brush, water and detergents starting from the top, working towards the bottom. Do not use disinfectant on tools and equipment as it is not effective when exposed to dirt.
- Domestic safety gloves must be worn during the washing process to protect the skin from hazardous chemical substances;
- Cleaning products and disinfectants that are environmentally preferable and has a lesser or reduced effect on human health must be used on for cleaning tools and equipment – select products with Safer Choice, Green Seal, Ecology and Design for the Environment labels);
- Used water for washing should not be disposed of on site. It must be put in a sealed container and disposed of in approved municipal drainage systems;
- A Material Safety Data Sheet (MSDS) must be available for all disinfectants and detergents, and participants must be trained on the risk associated with and the correct use of these;
- Do not under any circumstances share phones, combs, food, drink, eating utensils; clothing, PPE, books and blankets;
- Clean your electronic devices (phones, tablets, laptops, keyboards) with approved wipes or cleaning products;

8.5.4.1.6. **When administering a first aid case, the first aider must:**

- I. wash/or sanitize hands before and after administering the first aid;
- II. the patient must wash hands as well in case they touch the first aider;

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- III. the first aider must use latex gloves and dispose them in a correct and safe manner;
- IV. face mask must be worn at all times by both the first aider and the patient during this process;
- V. CPR should be administered as per normal using the mouthpiece;
- VI. all First Aid boxes must have FFP1 medical surgical masks available that are to be used when a participant shows symptoms associated with COVID-19.

**8.5.4.1.7. All participants returning to work after isolation or quarantine period, should follow general work restrictions that include:**

- I. undergo medical evaluation by a Health Practitioner to confirm they are fit to work;
- II. wear a face mask at all times while at work;
- III. implement social distancing measures as appropriate;
- IV. adherence to hand hygiene, respiratory hygiene, and cough etiquette;
- V. continued self-monitoring for symptoms;
- VI. seek medical re - evaluation if respiratory symptoms recur or worse.

**8.5.5. PPE**

In addition to the existing prescribed **PPE requirements**, contractors and participants must be issued with:

- 8.5.5.1. a face mask (3 x material layer washable face mask - an issue of a minimum of 2 masks per contractor and per participant);
- 8.5.5.2. a pair of working leather gloves;
- 8.5.5.3. a face shield (an issue of a minimum of 2 face shields per contractor and per participant).

**Other requirements**

- 8.5.5.1. Face mask (3 x material layer washable face mask) must be worn at all times, unless replaced with other respiratory equipment required by existing HIRA e.g. dust masks and HCS respirators with filters. The required HCS respirators and dust mask must be worn and should not be substituted with the (3 x material layer washable face mask);
- 8.5.5.2. Face mask (3 x material layer washable face mask) and face shield must be worn at all times during transport;

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- 8.5.5.3. Proof of PPE issue must be recorded in the PPE issue register;
- 8.5.5.4. Additional 10 face masks (3 x material layer washable face mask) must be kept on site as replacements in the event of masks becoming wet, soiled or damaged;
- 8.5.5.5. 10 face masks (FFP1) must be kept on site. Possibly infected participants must be isolated and provided with a face mask (FFP1);
- 8.5.5.6. Contractors and participants must be informed, instructed and trained on the correct use of face masks / shields;
- 8.5.5.7. Focal points must ensure that participants masks are clean and dry when they report for duty;
- 8.5.5.8. First aiders must be provided with PPE:
  - 1) Safety shield;
  - 2) Face mask (FFP1) - an issue of a minimum of 2 masks);
  - 3) Non - sterile medical gloves;
  - 4) Long sleeve overalls.

## 8.5.6. Provision of safe transport for employees

### 8.5.6.1. Personal hygiene

- 8.5.6.2. Where possible, request and allow participants to walk to the work site;
- 8.5.6.3. Where a vehicle is used for transport purposes, the vehicle must be sanitized (deep clean) prior to loading participants. Areas of sanitization will include the steering wheel, switchers, gear shifter, handbrake, mirrors, door handles and loading zone;
- 8.5.6.4. Clean mattress covers must be provided daily and washed at the end of every work day. Alternatively, replace mattresses with secured benches as it is easier to sanitize;
- 8.5.6.5. All occupants must wash /sanitize hands before accessing the vehicle;
- 8.5.6.6. Sneeze and cough inside a tissue or arm when inside a vehicle.

### 8.5.6.1.2. Social distancing

#### **Arrangements to minimise exposure associated with commuting will include:**

- 8.5.6.2. A maximum of 2 participants may be seated in the vehicle cabin (includes the driver);
- 8.5.6.3. Do not load vehicles to full capacity or overload vehicles. Social distance in vehicles must be in accordance with the "National Road Traffic Act" (NRTA) and/or any amendments made to the NRTA through the "Disaster Management Act";

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8.5.6.4. Ensure that the vehicle is adequately ventilated. Keep canopy windows open at all times. Preferable, adequate railings should be fitted to reduce "confine space" risk;

PPE (driver/conductor of employer-provided transport)

8.5.6.5. **During transportation the contractor**, driver and participants must wear the following PPE when seated inside a vehicle:

- 1) Face shield
- 2) Face mask (3 x material layer washable face mask);
- 3) safety gloves (recommended);
- 4) Long sleeve overalls. This is to ensure a certain level of physical barriers between participants;

## 8.6. RELATED SYSTEMS DOCUMENTS

COVID – 19 OHS Risk Assessment Plan for Implementation  
COVID – 19 Checklist for Project Continuity  
COVID – 19 Walk – through Risk Assessment  
COVID – 19 Self - Assessment Questionnaire  
COVID – 19 Baseline Risk Assessment  
COVID – 19 Safe Work Procedure  
COVID – 19 Register of participant contacts  
COVID – 19 Focal Point Appointment letter  
COVID – 19 Toolbox and Safety Talk  
COVID – 19 Personal Hygiene  
COVID – 19 Poster on how to remove gloves  
COVID – 19 Preventative supplies and re-issue register

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### COVID-19 SELF-ASSESSMENT QUESTIONNAIRES

The Organisation has developed this questionnaire based on information required by the Department of Health to assess risk and determine those participants eligible for COVID - 19 testing. The questionnaire must be completed (by a Focal Point) daily for each participant prior to them being allowed access to a vehicle and/or site.

**Please tick the applicable box.**

QUESTIONS	YES	NO
Persons with acute respiratory illness with sudden onset of at least <b>one</b> of the following:		
1. Are you experiencing a rise in body temperature recently? (use a non – contact thermometer to measure rise in temperature)		
2. Are you experiencing acute headaches recently?		
3. Are you coughing regularly recently?		
4. Are you experiencing excess sweating?		
5. Are you experiencing frequent shortness of breath recently?		
6. Are you suffering from acute diarrhea lately?		
7. Are you suffering from any muscle or joint pains recently?		
8. Do you have any underlying illness/disorder that might have an impact on your immune system?		

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9. If yes, are you taking medication?		
<b>AND / OR</b>		
In the 14 days prior to onset of symptoms, met at least one of the following criteria:		
10. Have you been in contact with anyone who travelled abroad or has been exposed to the virus in the past 21 days?		
11. Have you travelled abroad in the last 21 days?		
12. Had a history of travel to areas with presumed ongoing community transmission of SARS-CoV-2?		
13. Worked at, or attended a health care facility where patients with SARS-CoV-2 infections were being treated?		
14. <b>Close contact:</b> A person having had face-to-face contact or was in a closed environment with a COVID-19 case; this includes, amongst others, all persons living in the same household as a COVID-19 case and, people working closely in the same environment as a case.		
15. <b>Confirmed case:</b> A person with laboratory confirmation of SARS-CoV-2 infection, irrespective of clinical signs and symptoms.		
16. <b>Probable case:</b> A person for whom testing for SARS-CoV-2 is inconclusive (the result of the test reported by the laboratory) or for whom testing was positive on a pan-coronavirus assay.		
If you have ticked more than five (5) boxes under “YES”, then do the following:		
17. Refer the person to nearest medical institution dealing with COVID - 19 cases. Call the institution ahead of your visit and inform them of the symptoms.		
18. Contact the department’s internal helpline on: <b>012 399 9300</b> for further assessment and advice.		

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# Revised as per COVID-19

## Baseline Risk Assessments

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**Baseline Risk Assessment Roads**

**PROJECT: CAPE REAGION - General Renovation and Upgrading Work, Small Works, New Infrastructure, Civil Engineering Works, Road Rehabilitation and Maintenance 3 Years Project**

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

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

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Action Period (AP)	Action to mitigate
				P	F	S			
<b>Entry Onsite Under COVID-19 Pandemic</b>	Aa C-19	Allowing persons to work with flu like symptoms	Infections and contamination that may lead to transfer of diseases	3	4	13	Occupational Health and Safety Act and COVID-19 Training, Regulations Checklist and relevant registers	C	Early detection is key. Contractors and participants should go for voluntary screening, and where necessitated, for testing at approved Department of Health local Test Centres.
		Persons with underlying medical conditions	Infections and contamination that may lead to transfer of diseases	3	3	13	COVID -19 Regulations and Occupational Health and Safety Act	D	All participants must undergo pre, periodic and exit medical examinations and be declared fit to perform their duties. Participants with underlying medical conditions e.g. diabetes, asthma etc., must be on and take prescribed medication to ensure a healthy immune system.
<b>Onsite Establishment for Activities</b>	Ab C-19	Lack of Access control (using vehicles)	Infections and contamination that may lead to transfer of diseases	3	5	13	Occupational Health and Safety Act as per COVID-19 Regulations  "National Road Traffic Act" (NRTA) and/or any		Early detection is key. A "designated focal point" must complete a health check, using the "self-assessment questionnaire" and measure body temperatures for fever symptoms on all contractors, drivers,

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Action to mitigate
							amendments made to the NRTA through the "Disaster Management Act".	C	operators and participants prior to them getting into a vehicle. Non-contact thermometers should be used to measure body temperature. Where occupants show symptoms of the virus (sudden onset of at least one of the following: cough, sore throat, fatigue, shortness of breath, temperature of 37.3 degrees Celsius or higher), they should not be allowed on the vehicle and be requested to stay at home.
<b>Access to site</b>	Ac C-19	Lack of Access control (On site - where teams are walking or using alternative public transport to get to site.)	Infections and contamination that may lead to transfer of diseases	3	5	13	Occupational Health and Safety Act and COVID -19 Regulations and Guidelines "Disaster Management Act".	C	Where participants are allowed access, they must wash hands before entering the work site. The focal point should also continuously monitor other symptoms such as respiratory symptoms or difficulties in breathing, and ensure that participants are not exposed to potential risks (e.g. travel, contact with sick people, and participation in large gatherings). Access by third parties to project sites, as well as physical distance between participants should be strictly monitored by the focal points, in order to avoid the risks of contagion.
<b>Lack of Access control on site</b>	Ad C-19	Lack of Emergency Response plan.	Not being able to access Emergency Services / Death.	3	5	13	Occupational Health and Safety Act COVID -19 Regulations and Guidelines		Contractors should register participants ' contacts and daily attendance for the purposes of contact tracing, Have a directory of COVID-19 hotlines / task

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Action to mitigate
							"Disaster Management Act".  Continuous Risk Assessment tool	A	force, communication channels on site in the event of COVID-19 situation and responsibilities, and location of the nearest available and competent medical facilities with sufficient staff, and arrangements for isolation of any person who develops COVID-19 symptoms at work. Clarify situations that should trigger suspension or closing of works, agreed by relevant stakeholders.
<b>Emergency Team</b>	Ae C-19	Lack of Emergency Team (Designated focal point) for COVID - 19 Response.	Infections and contamination that may lead to transfer of diseases / Death	4	4	13	Occupational Health and Safety Act  COVID -19 Regulations and Guidelines  Competency training Checklist and Registers	C	Establishment a team with appointed focal points for COVID-19 responses. The team with focal points should consist of different stakeholders including contractor(s), site supervisor(s), and participant' H&S representative(s) with at least one female representative and/or a representative with a disability, if possible. In cases where a site OHS officer is in place, s/he should take the leading role for the team. Each focal point shall share and undertake the responsibilities outlined in the COVID - 19 SOP. Train each focal point to

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Action to mitigate
On-site Training	Af C-19	Training	Infections and contamination that may lead to transfer of diseases	3	3	12	Occupational Health and Safety Act. COVID -19 Regulations and Guidelines Skilled training	D	<p>execute their respective roles, with the support of public health authorities when feasible. A focal point should hold at least one information update session on the status of COVID-19 at a specific time during the day.</p> <p>"Screen participants before allowing them access to training venue. Training attendees who have been in close contact with probably/confirmed COVID - 19 case, attended a funeral or visited an outlet, which was later confirmed to have an outbreak of positive tested people, must declare it and not be allowed to attend the training. When training takes place, the organizer should abide by the number of participants allowed in a place, arrange the seating to ensure that there is sufficient space between participants, and ventilate the training room in case the training takes place inside a building. In addition, alternative options such as online training for awareness-raising session when a large gathering is not feasible should be considered, as well as technical training in smaller groups through mobile training facilities.</p>

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<b>Workers care during operation</b>	Ag C-19	Open skin exposure (Cuts and sores)	Infections and contamination that may lead to transfer of diseases	2	3	10	Occupational Health and Safety Act.  First Aid Regulation	E	Keep all wounds and sores clean with antiseptic ointment. Cover any cuts or sores with a waterproof plaster before coming to work.
<b>Workers hygiene</b>	Ah C-19	Not practicing good hygiene in the work place	Infections and contamination that may lead to transfer of diseases / Death	5	5	13	Occupational Health and Safety Act.  COVID -19 Regulations and Guidelines	A	Hand washing facilities are ideally to be located within 5m of toilets and at close range of eating space. Keep your hands clean. Wash your hands with soap thoroughly. Wash the back of your hands, between the fingers, under the nails and rinse with clean running water. Keep your nails short. Always wash your hands 1) before and after you eat, 2) before entering workplace, 3) before and after treating a cut or wound, 4) after using toilet, 5) after using tools, 6) after blowing nose, coughing, or sneezing, 7) after touching an animal, animal feed, or animal waste, 8) after touching waste and 9) after being out in the public. Cover your mouth with a tissue paper when coughing and sneezing. Once used, throw the tissue away in a closed bag or container. Wash your hands afterwards. Keep a distance of 2 meters between you and a person with a cough. Avoid touching your face with dirty hands at all times. Clean all utensils before eating. Where portable toilets are used, the seat must be sanitized after each use. A focal point should regularly remind and inform participants and contractors of the importance of thoroughly washing their hands with running water and soap for at least 20-30 seconds (40-60 seconds when hands are visibly dirty) at regular intervals. A focal

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Action to mitigate
									point should also regularly advise participants and contractors to avoid touching eyes, nose, and mouth with unwashed hands.
<b>Transportation of Workers</b>	Ai C-19	Using work transportation to and from work.	Infections and contamination that may lead to transfer of diseases / Death	5	5	13	COVID -19 Regulations and Guidelines  "National Road Traffic Act" (NRTA) and/or any amendments made to the NRTA through the "Disaster Management Act".	A	Vehicles inside must be sanitised prior to loading occupants. During transportation participants must wear the following PPE when seated inside a vehicle: 1) Safety goggles (recommended); 2) Face mask (N95 mask or 3 x material layer washable face mask - an issue of a minimum of 2 masks per participant); 3) Non - sterile medical gloves (recommended); 4) Long sleeve overalls. Ensure that the vehicle is adequately ventilated. Keep canopy windows open at all times. Preferable, adequate railings should be fitted to reduce "confine space" risk. Do not overload vehicles. Social distance in vehicles must be in accordance with the "National Road Traffic Act" (NRTA) and/or any amendments made to the NRTA through the "Disaster Management Act". Sneeze and cough inside a tissue or arm.
<b>Tools and Equipment usage on site</b>	Aj C-19	Tools and equipment (Sharing)	Infections and contamination that may lead to transfer of diseases / Death	3	4	13	COVID -19 Regulations and Guidelines	C	Avoid sharing PPE, tools and equipment during this current crisis. Where the sharing of tools and equipment are unavoidable, hands must be washed / sterilised before and after using shared tools and equipment. All surfaces of hand tools and equipment that are directly

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Action to mitigate
									touched by multiple participants should be wiped down with water and detergents regularly, every day and stored in a safe location. These include safety helmets and boots, visibility vests, gloves, goggles, and ear muffs/plugs, among others. Medical reusable / 3 x material layer reusable masks must be washed with water and detergents every day after work is complete. Any waste of consumable products should be disposed of in designated disposal bins.
<b>Sharing and usage items</b>	Ak C-19	Sharing items	Infections and contamination that may lead to transfer of diseases / Death	3	4	13	COVID -19 Regulations and Guidelines	C	Do not under any circumstances share food, drink, eating utensils; clothing, PPE, books and blankets.
<b>Distance and spaces during activities on site</b>	AI C-19	Not keeping safe working distances	Infections and contamination that may lead to transfer of diseases	4	4	13	COVID -19 Regulations and Guidelines Occupational Health and Safety Act as Revised	C	Transmission of COVID-19 from one person to another is through respiratory droplets (e.g. sneezing, coughing, etc.) or physical contact. Keep a distance of 2 meters between you and a person with a cough. Avoid unnecessary social contact. Contractor must make extra efforts to allocate participants in a manner that allows them to keep a safe distance of 2 meters from each other, with due consideration of productivity. Therefore, it is suggested that group work is avoided and instead each participant is given individual work tasks to secure sufficient spacing. Also consider introducing

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Contract No:

Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Action to mitigate
First Aid and Hygiene	Am C-19	Unqualified First Aider on site	Aggravating injuries and not following correct procedures	3	5	10	Occupational Health and Safety Act.  First Aid Regulation	D	There must be a qualified 2 x First Aider on site at all times.
	An C-19	Blood and other biological agents	Infections and contamination that may lead to transfer of diseases	3	3	13	COVID -19 Regulations, Occupational Health and Safety Act.  First Aid Regulation	D	First aiders must be provided with PP1) Safety goggles; 2) Face mask (FFP1); 3) Non - sterile medical gloves; 4) Long sleeve overalls. Both the first aider and the person being treated must sanitize their hands. Possibly infected participants must be isolated and provided with a face mask (FFP1).
	Ao C-19	Sharp objects such as safety pins	Injury to beneficiary and first aider	3	3	13	Occupational Health and Safety Act.	D	Sharp objects must be used with caution to avoid cuts. Focal points should develop suitable safe procedures for the disposal of possibly infected solid wastes (e.g. tissues and other used cleaning consumables and materials) to eliminate these from becoming a potential hazard.
Hygiene Practise	Ap C-19	Improper disposal of possibly infected waste	Infections and contamination that may lead to transfer of diseases	2	2	10	Occupational Health and Safety Act.	E	Throw used tissue/s away in a sealed/closed bag or container. Medical waste must be disposed of at the nearest medical centre or clinic.

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	Aq C-19	Not washing hands and face with soap and clean water prior to leaving the worksite	Infections and contamination that may lead to transfer of diseases	4	5	13	Occupational Health and Safety Act.	B	When work is completed, do the following: 1) Wash your hands with soap thoroughly. Wash the back of your hands, between the fingers and under the nails; 2) Wash your face and forearms before leaving the worksite. using clean running water for washing. A focal point should regularly remind and inform participants and contractors of the importance of thoroughly washing themselves prior to leaving the work site.
PPE Compliance	Ar C-19	Not wearing PPE.	Infections and contamination that may lead to transfer of diseases	4	5	13	COVID -19 Regulations, Occupational Health and Safety Act.	B	In addition to the existing prescribed PPE requirements, contractors and participants must be issued with a face shield, Face mask (3 x material layer washable face mask - an issue of a minimum of 2 masks per participant). These must be worn at all times during transport. Mask must be worn during normal work activities. For HCS operations, the required HCS respirators must be worn and should not be substituted with the (3 x material layer washable face mask. Face mask (FFP1) must be issued to persons required to go into isolation. Face mask (FFP1) must be worn by the first aider and participant when administering first aid.
	As C-19	Not changing uniforms / PPE when you arrive home.	Infections and contamination that may lead to transfer of diseases	5	5	13	COVID -19 Regulations,	A	Remove uniform / PPE when you arrive home and put it in a sealed plastic bag. Where possible wash the clothes at a high temperature. Wash your body before engaging with family members or prepare food.

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Contract No:

Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Other Controls
<b>Infections Precautions and Hygiene Practise</b>	At C-19	Residues on gloves	Infections and contamination that may lead to transfer of diseases	5	5	13	COVID -19 Regulations,	A	Remove gloves when eating, drinking or answering cell phones. Do not put used gloves inside trouser pockets. When holding the glove, use fingers to grip the glove on the top inner part of the glove covering the risk areas. Avoid touching your face area with dirty gloves and/or hands at all times.
	Au C-19	Unauthorised people in the working area	Infections and contamination that may lead to transfer of diseases	3	3	10	Occupational Health and Safety Act.	D	Ensure only authorised persons enter the work site and storeroom areas. Place "no unauthorised entry" signs on doors leading to storerooms.
	AV C-19	Lack of clean water, soap and sanitizers	Infections and contamination that may lead to transfer of diseases	3	3	13	COVID -19 Regulations, Occupational Health and Safety Act.	C	In areas where centralized safe water supplies are not available, basic water treatment technologies are effective in removing or destroying viruses, such as boiling or using high-performing filters. Project managers and contractors should consult public health authorities to provide appropriate water filtration/purification equipment. Provide washing facilities (clean water, soap and hand sanitizers) in accordance with the COVID - 19 SOP.

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Action to mitigate
	Aw C-19	Not going into self-isolation	Infections and contamination that may lead to transfer of diseases	3	3	13	COVID -19 Regulations and Guidelines, Occupational Health and Safety Act.	D	"Remain at home: o Avoid unnecessary social contact o Avoid travel o Remain reachable for monitoring"
<b>Actions and when Isolation affected</b>	Ax C-19	Not going into quarantine or self-isolation	Infections and contamination that may lead to transfer of diseases	3	3	13	COVID -19 Regulations and Guidelines, Occupational Health and Safety Act.	D	"If a participant develops a mild symptom similar to that of COVID-19, the participant should immediately be requested to self-quarantine and stay at home for at least 14 days, and such cases should be reported to health authorities immediately. If a participant develops a serious symptom such as difficulties in breathing or high fever, responsible managers/contractor should immediately contact the nearest designated medical facility for testing (if possible) and arrange logistics. Care should be taken to ensure that risk of contact with other people is minimized as the participant is in transit to home. A person having had face-to-face contact (≤2 metres) or was in a closed

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Action Period (AP)	Action to mitigate
				P	F	S			
General Onsite Activities	A1	Access to Site	Pedestrian & people equipment interaction causing injury	4	2	12	Occupational Health and Safety Act 24(1)		Area to be secured and barricaded / fenced
			Dust Inhalation	3	1	4	Hazardous Chemical Substances Regulation (36)(37)(38)		Induction Training & PPE

environment with a COVID - 19 case must go into isolation; this includes, amongst others, all persons living in the same household as a COVID - 19 and, people working closely in the same environment. Participant/s with suspected COVID - 19 infection with mild symptoms and no underlying or immunocompromising conditions may be cared for / isolated in the home environment. (Isolation is defined as the separation or restriction of activities of an ill person with a contagious disease from those who are well)."

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		Unauthorised entry	3	2	8	Occupational Health and Safety Act 12(2)		Site Visit Register, signage, Permit for vehicle access	
		Slip,trip,and fall	3	2	8	Occupational Health and Safety Act 12(1)(b)(c)		Induction Training & PPE	
A2	Placing of office/ containers if lifting is involved	Heavy objects swinging out of control causing injury/damage	2	4	14	Driven Machinery 18(11)		Safe work area, Induction Training, Trained operator, Lifting Plan	
		Crane/lifting tackle failure causing object to fall	2	4	14	General Machinery Regulations 7(a)9b)		Inspection Register, Trained operator	
		Accidental collision with overhead power lines	2	4	14	General Machinery Regulations 7(a)(b)		Assign a flag man, determine safe work area	
		Lifting machine/crane falling over	2	4	14	General Machinery Regulations 5(1)(2)		Assign a flag man, determine safe work area	
A3	Hand Loading and offloading of heavy machinery & equipment	Items rolling/slipping falling causing injury	4	2	12	General Machinery Regulations 2(1)		Induction training, PPE	
		Incorrect Lifting procedure resulting in injury	3	2	8	General Machinery Regulations 3(2)		Induction training, Proper lifting procedure, PPE	
A4	Machine loading and offloading of heavy machinery & equipment	Failure of machinery causing injury	3	3	13	Driven Machinery 18(1)(a)(b)		Supervision	
		Equipment falling	3	3	13	General Machinery Regulations 2(2)		PPE	
		Collision of vehicles	3	3	13	General Machinery Regulations 7(a)(b)		Flag men	
A5	Traffic	Equipment interaction	3	4	18	Construction Regulation 23(1)(d)(i)(ii)		Traffic management plan	
		Pedestrian collision	3	4	18	Construction Regulation 23(2)(c)		Pedestrians Walkways	
A6	Lack of employees facilities	Lack of drinking water, dehydration of workers	3	5	22	Construction Regulation 30(1)(a)		Provision of drinking water & Induction training	
		Lack of sanitary facilities, unhygienic conditions	3	5	22	Construction Regulation 30(1)(b) and 30(2)		Provision of chemical toilets & proper housekeeping	
<b>Steps in operation</b>	<b>Ref No.</b>	<b>Hazard</b>	<b>Risk</b>	<b>P</b>	<b>F</b>	<b>S</b>	<b>Controls Measures</b>	<b>Action Period (AP)</b>	<b>Action to mitigate</b>

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A7	Stacking & Storage	Fall, slip resulting in potential injury/damage	4	3	17	Construction Regulation 28(d)	Storage plan, induction training and restricted access
		Obstructing critical equipment and walkways	4	3	17	Construction Regulation 27 (a)(c)(g)	Storage plan, induction training and restricted access
		Flammable liquids catching fire	3	3	13	Construction Regulation 25(a)(b)(c)	Storage plan, induction training and firefighting equipment
		Hazardous storage of materials	3	3	13	Hazardous Chemical Regulation(25)9A(2)	Storage plan, regular inspections
A8	Handling of chemicals and fuels	Exposure	3	3	13	Hazardous Chemical Regulation 9A(1)(a-p)	PPE
		Inhalation	3	3	13	Hazardous Chemical Substances Regulation (36)(37)(38)	
		Burns to Skin	3	3	13	Hazardous Chemical Substances Regulations 9A(2); Material Data Sheet	
A9	Temporary Low voltage Electrical installation	Exposure to live wires-electrocution	2	5	19	Construction Regulation 24(a)(b)	Lockable DB box, Inspection register
		Faulty earth leakage	2	5	19	SANS 10142	Competent person to do installation & inspection
		Short circuit causing fire	2	4	14	Construction Regulation 24(b)	Weekly inspection, Induction Training & Firefighting equipment
A10	Issue of PPE	Incorrect PPE	4	2	12	General Safety Regulation 2(1)	PPE Register
A11	Usage of PPE	Incorrect use of PPE	4	2	12	General Safety Regulation 3(2)	PPE Register, Induction Training, supervision
		Negligence to use PPE	4	2	12	General Safety Regulation 5	PPE Register, Induction Training, supervision
A12	Adverse storms	Struck by lightning	2	5	19	Induction Training Safe Operation Procedure	Proper warning system
A13	Adverse heat	Dehydration, Sunburn, heat stroke	3	4	18	Induction Training Safe Operation Procedure	Proper drinking water, PPE
A14	Working in excessive winds	Exposure to dust	3	4	18	Hazardous Chemical Substances Regulation (36)(37)(38)	PPE

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Action to mitigate
	A15	House keeping	Objects lying around can result in slip/fall	4	2	12	Construction Regulation 27(a)(b)		Regular cleaning of site
			Unhygienic conditions	3	3	13	Construction Regulation 27(d)		Induction Training
	A16	Fire prevention	Open Fires	3	3	13	Construction Regulation 29(a)		SANParks EMP & Code of conduct
			Inadequate firefighting equipment	4	3	17	Construction Regulation 29(g)(h)		Inspection register, supervision
			Run away fires	4	4	21	Emergency evacuation plan		SANParks EMP & Code of conduct
			Accidental Fires	3	4	18	Construction Regulation 29(a)(d)(iii)		Designated smoking areas
	A17	Environmental pollution	Pollution of ground,air,workspace	3	2	8	Environmental Regulation 6(d)		SANParks EMP & Code of conduct
			Littering	4	2	12	SANParks Environmental Management Plan		Induction Training, Provide proper trash bins
	A18	Working near hazardous animals incl snakes, spiders & scorpions	Poisons bites/ attack by large animals	3	3	13	SANParks Environmental Management Plan		Induction Training, SANParks ranger where required, Proper treatment in first aid kit
	A19	Working in close proximity of water	Falling into water & drowning	3	4	18	Construction Regulation 26(1)(a)(b)		Safe work area, Induction Training, barricades
			Pollution of water body	3	4	18	SANParks Environmental Management Plan Construction Regulation 26(2)		Induction Training
Plant or vehicle & equipment	B1	Construction vehicles	Equipment Failure	4	4	21	Construction Regulation 23(1)(k)		Vehicle check list and regular maintenance
			Unroadworthy vehicles	3	4	18	Construction Regulation 23(2)(i)(j)(k)		Vehicle check list and regular maintenance

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			Speeding/ Operation	3	4	18	Construction Regulation 23(2)(l)		Safe traffic route, imply penalties, traffic calming measures
			Potential accident/collision	4	4	21	General Machinery Regulations 7(a)		Induction Training, Reflective vests, safe work area
			Material/equipment fall from vehicle	4	4	21	Construction Regulations 23(1)(b)(g)(h)		Properly secure all goods
			Vehicle/plant not used for correct purpose	3	3	13	Construction Regulations 23(1)(b)(c)		Supervision, controlled access to vehicle/plant
	B2	Licencing of operators	Unauthorized operation of equipment	3	3	13	Construction Regulation 23(1)(d)(i)(ii)		Valid operator, restricted access to machinery, supervision
			Expired licenses	3	1	6	Construction Regulation 23(1)(d)(i)(ii)		Keep OHS file up to date
Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action Period (AP)	Action to mitigate
	B3	Parking of vehicles	Runaway vehicle	3	4	17	Safe Operation Procedures (SOP)		Vehicle check list, use stop block behind tyres
			Parking in unsafe areas	3	1	4	Construction Regulation 23(2)(i)(j)		Demarcate proper parking areas
Transportation	C1	Transportation employees of	Interaction with other vehicle-collision	4	4	21	Construction Regulation 23(1)(b)(j)		Supervisor
			Equipment not roadworthy	3	1	4			Vehicle checklist, vehicle must meet required standards
			Equipment not licensed	3	1	4	Construction Regulations 23(a)(b)		Supervision and monitor
			Operator of vehicle transporting employees not licensed and authorized	3	1	4	Construction Regulation 23(2)(i)(j)		Supervision and monitor if Driver has Valid PDP
			Vehicle not equipped to transport employees	3	1	4	Construction Regulation 23(d)(i)(j)		Vehicle checklist, vehicle must meet required standards
			Not Adhering traffic legislation	3	1	4	Construction Regulation 23(2)(j)		Supervision, implement fines
	C2	Transportation of material or equipment with people	Material/equipment fall from vehicle	4	4	21	Construction Regulation 23(g)(h)		Properly secure all goods

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			Potential accident/collision	4	4	21	Construction Regulation 23(2)(g)(h)(j)		Induction Training, Reflective vests, safe work area
	C3	Towing a Trailer	Vehicle accident	4	4	21	Construction Regulations 23(e); Occupational Health and Safety Act 24(1)(c)(iii)(iv)		Awareness, trained operator
			Towing coupler failure	3	3	13	Construction Regulation 22(e)		Inspection Register
<b>Hand Tools</b>	D1	Injury Due to	Incorrect tools used	4	3	17	Hand tool register, Induction Training,		Supervision
			Defective tools	4	3	17	Safe Operation Procedure		Supervision
			Struck by flying debris	3	3	13	Safe Operation Procedure		PPE

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to mitigate	
	D2	Hand Drills	Clothing being grabbed by rotating drill	3	3	13	Safe Operation procedure, Toolbox Talks Electrical Machinery Regulations 10(3)(4)	PPE, Supervision	
			Unsecured work piece rotating with drill	3	3	13		PPE, Supervision	
			Shaving flying into eyes	3	3	13		PPE, Supervision	
			Accidental injury	4	3	17	Electrical Machinery Regulations 10(4)	PPE, Supervision	
			Electrocution	3	5	22	Electrical Machinery Regulations 10(1) (a)(b)	Tool inspection register	
	D3	Explosive actuated fastening device	Malfunction of equipment causing injury/damage	3	3	13	Explosive Regulations 15(a)(b)	Tool inspection register, inspect extension cord	
			Accidental injury	3	3	13	Explosive Regulations 15(b)	PPE, Supervision	
			Accidental discharge	3	3	13	Explosive Regulations 15(a)(b)	Safety mechanism working, Store in unloaded condition	
	<b>Site Clearance</b>	E1	Site/Bush Clearing	Moving machinery accident	4	3	17	Construction Regulation 23(2)(b)	Reflective vests, restricted access, induction training
				Injury due to hand tools	4	3	17	Safe Operation Procedures (SOP)	Induction Training, PPE, First Aider
Snakes/ Spider bites				3	3	13	SANParks Environmental Management Plan	Induction Training, Proper First Aid treatment available	
Dangerous animals in vicinity				3	3	13	SANParks Environmental Management Plan	Induction training, armed rangers escort	
Electrical cables and other services in way of work area				3	4	17	Construction Regulation 24(c)	Properly mark & demarcate existing services	
E2		Tree felling	Injury from chainsaw	3	3	13	Safe Operation Procedures (SOP)	Trained operator, PPE	
			Injury from falling tree	3	3	13		Safe work area, PPE	
			Felling from height	3	3	13		Safety Harness, Fall Protection Plan, PPE	

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			Exposure to electrical cables	3	3	13	Electrical Installation Regulations(5)(1)(2)	Safe work area, PPE
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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to mitigate
	E3	Removal of waste	Moving machinery accident	4	4	22	Construction Regulation 23(1)(b)(c)	Reflective vests, restricted access, induction training
			Waste material falling of vehicle	3	3	13	Construction Regulations 23(h)	Secure load, stay within maximum vehicle load capacity
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
	E4	Demolition	Structure/rubble falling on person	3	3	13	Construction Regulation 14(1); 4(ii)	Induction Training, PPE, demarcate area
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
			Presence of lead	2	4	14	Lead Regulations (3)	PPE, Induction Training
			Presence of Asbestos	2	4	14	Asbestos Regulations (4)	PPE, Induction Training
			Hitting electrical cable - electrocution	3	5	22	Construction Regulation 24(a)	Induction training, Site map indicating existing services
			Hitting of gas line - explosion	3	5	22	Construction Regulation 14(1)(2)	Induction training, Site map indicating existing services
	<b>Excavation &amp; backfilling</b>	F1	Hand Digging of holes/trenches	Injury due to defective tools	4	3	18	Construction Regulation 13(a)
Injury due to improper work method				4	3	18	Induction training, supervision	
Trip/fall into holes				3	3	13	Demarcate area, induction training, PPE	
F2		Machine Digging of holes/trenches	Collapse of trench	3	3	13	Construction Regulation 14(4)( iii)	Excavation inspection register by component person daily
			Collapse of adjacent structure	3	3	13	Construction Regulation 11(1)(a)	Safeguard adjacent structures
			Malfunction of machinery	3	3	13	General Machinery Regulations 2(2)	Machinery Inspection Register
			Unauthorized driver	2	2	5	General Machinery Regulations 2(1)	Trained operator, supervision, restricted access to machinery

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Steps in operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to mitigate
			Unnecessary Damage to environment	3	2	9	SANParks Environmental Management Plan	Induction Training, designated work area
	F3	Tipping of material	Material falling on to person	3	3	13	Construction Regulation 23(g)	PPE, Safe Work area, Flag men
			Malfunction of equipment causing injury/damage	3	3	13		
	F4	Hitting of electrical cable and services	Electrocution	3	5	22	Construction Regulation 24(a)(b)(c)	Induction training, Site map indicating existing services
	F5	Opening trenches	Risk of collapse	3	3	13	Construction Regulation 13(h)(l)	Stabilize trench, work permit, induction training
			Fall, slip into trench	4	3	17	General Safety Regulations 2(5)(6)	Barricade trench, PPE
	F6	Compaction	Personal Injury	3	3	13	General Safety Regulations 2(5)	PPE, Trained operator
			Collision of machinery	3	3	13	General Machinery Regulations 4(1)	Induction Training, Reflective vests, safe work area
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
Temporary Works	G1	Stop & Go Procedures - Moving Vehicles	injuries to employees involved in an accidents whiles setting up and taking down Stop/Go procedure	4	4	21	Construction Regulation 12(3)(d)	Visibility jackets, radio communication
			Injuries to employees involved in an accidents - in the midst of Stop/Go activity	4	4	21		
			Injuries to road users involved in an accidents - approaching a Stop/Go activity	4	4	21	Construction Regulation 12(3)(d)	PPE, Competent person conduct work
			Injury during assembly/dismantling	3	3	13	Construction Regulation 12(3)(a)	Induction Training, PPE, Supervision

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<b>Installation of Pipes/cables</b>	K1	Installation of sewer/water pipes in trenches	Fall, slip into trench	4	3	17	Electrical Installation Regulations(5)(1)(12)	Barricade trench, PPE
			Exposure to Hazardous biological agents	3	3	13	Hazardous Biological Agents Regulations 5(2)	Hazardous biological
			Pipe handling/lifting resulting in injury	3	3	13	Hazardous Biological Agents Regulations 5(2)	Hazardous biological
	K2	Installation of electrical cable in trench	Fall, slip into trench	4	3	17	Electrical Installation Regulations(2)(1)(2)	Barricade trench, PPE
<b>Steps in operation</b>	<b>Ref No.</b>	<b>Hazard</b>	<b>Risk</b>	<b>P</b>	<b>F</b>	<b>S</b>	<b>Controls Measures</b>	<b>Action to mitigate</b>
			Cable handling/lifting resulting in injury	3	3	13	Electrical Installation Regulations(2)(1)	Induction Training, PPE
<b>Concrete</b>	J1	Manual Mixing	Cement dust inhalation	3	2	8	Hazardous Chemical Substances Regulations 9A(2)(2) Material Safety Data Sheet (MSDS)	Material Safety Data Sheet , PPE Supervision
			Hazardous substance contact dry cement mix	3	3	13		PPE, Induction Training
			Spillage/pollution	3	3	13		PPE, Concrete mixing sheet
			Injury during mixing/cement burns	3	3	13		Induction Training, Supervisor, PPE
	J2	Concrete Mixer Machine	Poor ventilation causing ill health	3	2	8	General Safety Regulations 5(5)	PPE, Additional ventilation
			Accidental injury through flying objects	3	3	13	Hazardous Chemical Substances Regulations 10(3)	Induction Training, Supervision
			Spillage/Pollution	3	3	13		Induction Training, PPE

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			Clothing/body parts getting caught in open pulley V -BELT	3	3	13		Induction Training, inspection register, moving parts covered with guard
	J3	Bulk Mixing Plant	Unauthorised operations	3	3	13	Construction Regulation	Competent Operator, Supervision Maintenance register, inspection register
			Malfunction of equipment causing injury/damages	3	3	13	Construction Regulation	PPE, Fall Protection Plan, Safe Work area
	J4	Road Construction	Risk of being struck by vehicle while working next to road	4	4	21	Occupational Health and Safety Act 24(3)(a)(b)	Traffic Management Plan, Road Signs, reflective vests, Flag man
			Failure of regulating traffic causing collisions	3	4	18		Competent person, supervision
			Injury from road users and public	4	4	21	Construction Regulations 23(1)(e)(j)	Restrict access to site, Signage
			Noise pollution	3	2	8	Noise Induced Hearing Loss Regulations 7(1)(a)(b)(c)(d)	PPE
			Inhalation of dust	3	2	8	Hazardous Chemical Substances Regulations 8(a)(b)(c)	PPE

**Risk Rating Matrix**

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

**Actions**

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

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INITIALS	SURNAME	DESIGNATION	CONTACT DETAILS	HIRA TRAINING	SIGNATURE	DATE
C	Jones	Regional Project Manager	(021) 900-9068	Yes		
JAW	Jacobs	Manager Roads Infrastructure	(021) 900-9062	Yes		
C	Jonker	Senior Manager Technical Services	012 426 5303	Yes		
Z	Mkhonza	OHS Coordinator Compliance	012 426 5199	Yes		

COVID -19 RA

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DEFINITIONS		Probability (1 - 5)		Determining your prioritisation rating (AP)			
<b>Hazard</b>	Is a condition, activity, object or substance that has the ability to cause harm.	1	Highly improbable	%	<b>Prioritization indicator</b>	<b>Action</b>	
<b>Risk</b>	Is the chance or likelihood of a hazard causing harm or damage.	2	Less than even chance	1% - 20%	E	Monitor the situation	
<b>Probability</b>	The likelihood of a specific outcome/consequence	3	Improbable	21% - 40%	D	Within six months	
<b>Frequency</b>	A measure of the rate of occurrences of an event expressed as the number of occurrences at a given time	4	Probable	41% - 60%	C	Within one month	
<b>Severity</b>	Degree or harm of the outcome/consequence	5	Inevitable	61% - 80%	B	Within one week	
<b>This HIRA does not necessarily cover all hazards associated with the operation / equipment. It is designed as a guide to compliment the Operational Specific HIRA, which must be carried out for each task forming part of an operation.</b>				81% - 100%	A	Immediate	
<b>Frequency (1 - 5)</b>		<b>Severity (1 - 15)</b>					
1	Hazard arise 2 yearly	1	Superficial injuries, minor cuts and bruises, nuisance and irritations (e.g. eye irritations & headaches), ill health leading to temporary discomfort.	6	Laceration, burns, concussion, serious sprains, minor fractures, deafness, dermatitis, asthma, work related upper limb disorder, ill health leading to permanent minor disablement.	11	Amputation, major fractures, poisoning, multiple injuries, fatal injuries, Occupational cancer, other severely life shortening diseases, acute fatal diseases.
2	Hazard arise yearly	2		7		12	
3	Hazard arise every month	3		8		13	
4	Hazard arise every week	4		9		14	
5	Hazard permanently present	5		10		15	

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**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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**PLACE ON COMPANY LETTERHEAD**

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Contractor

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Employer

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Contract No:

<DATE> 2020

**DECLARATION OF COMPLIANCE TO OPERATE UNDER LEVEL 4 LOCKDOWN**

**Disaster Management Act, 2002. Amendment of Regulations Issued in Terms of Section 27(2)**

I, \_\_\_\_\_ [CEO, or relevant designate full name and ID number], declare the following with regards to operating within the regulated permissions and restrictions of level 4 lockdown:

**Permit to operate**

I am permitted to operate in terms of the provisions of the National Disaster Act regulations, at level 4 and have prepared a COVID-19 Workplace Readiness Plan.

**Location of service delivery**

Services are being delivered from the following locations only:

Description of business	District and Province	Description of services	No of staff on shift (including management and support staff)

**Compliance with applicable regulations and directives**

I confirm that my business is following the COVID-19 regulations and guidelines applicable to my business as published on the government website [www.gov.za](http://www.gov.za).

I have developed a plan for the phased-in return of employees to the workplace, which I have retained for inspection. This plan outlines which employees are permitted to work, how return of employees will be phased in and what the health protocols are in place to protect employees from COVID-19.

I have appointed the following person, [full name, ID number, email and telephone number], as the company COVID-19 compliance officer.

**Risk assessment and Response Framework**

I confirm that my business has conducted a risk assessment which assessed the risk of transmission of COVID-19 at the workplace. I further confirm that my business has designed and implemented a response plan to address COVID-19 related occupational health and safety risks. The response plan aligns with all applicable legislation, regulations and directives and takes into account, *inter alia*, the following risk control measures:

- Vulnerable workers;
- Physical Distancing;
- Hygiene Standards;

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- Personal Protective Equipment (PPE);
- External risks controls;
- Testing, screening and reacting to positive results; and
- Worker communication, engagement and communication

**Monitoring and Reporting**

I undertake to perform ongoing monitoring of COVID-19 risks applicable to my business and to report if required.

**Verification**

My business is available during all operating hours for inspection and verification by any authorised law enforcement officials and I undertake to co-operate with such law enforcement officials to assist them in fulfilling their duties.

**Declaration**

I hereby declare that to my knowledge, the foregoing is true and correct. I accept that a false declaration may carry legal penalties.

Yours sincerely

\_\_\_\_\_  
SIGNATURE

Full Name

Designation

Email address:

Cell Phone:

Contractor

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# PROCEDURE



## SANPARKS CONSTRUCTION WORK PLACE PLAN FOR CONTRACTORS FOR COVID 19

Reference Number:

### INFORMATION

Responsible Executive Manager:	Lize Mc Court
Division/Unit Responsible for Formulation:	Risk Management (OHS)
Writer/s:	Itumeleng Moagi & Dipontsho Mulaudzi
Version:	01
Review Date:	June 2025
Consultation Process:	Line Management; PMCC
Number of Pages:	12

### REVIEW AND APPROVAL PROCESS

Reviewed by Policy and Compliance Unit:	Signature:	Date:
Submitted by Managing Executive:	Signature:	Date:
Approved by EXCO:	Reference in Minutes:	Date:
Signed into Effect by the CEO:	Signature:	Date:

### ADMINISTRATION

Approved Policy submitted to Policy Unit:	Signature:	Date:
Approved Policy made available on SANParks Policy Portal:	Signature:	Date:

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Approved Policy submitted to Records Management:	Signature:	Date:
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## DEFINITIONS, TERMS, ABBREVIATIONS AND ACRONYMS

**Construction site** means a work place where construction work is being performed;

**Contractor** an employer who performs construction work;

**Client** any person for whom construction work is being performed

(**Note:** Every person or entity who enters into a contract to have construction work executed on their behalf).

### Health and

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

### Health and safety

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

**Risk Assessments** The identification, evaluation, and estimation of the levels of risks involved in a situation, their comparison against benchmarks or standards, and determination of an acceptable level of risk.

**Safety:** when someone or something is safe from risk or harm

## ABBREVIATIONS

<b>SOP</b>	Standard Operating Procedure
<b>SANParks</b>	South African National Parks
<b>PPE</b>	Personal Protective Equipment

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## SECTION 1: INTRODUCTION

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Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. To reduce the impact of the COVID-19 outbreak, a National State of Disaster in terms of the Disaster Management Act (Act 57 of 2002) aimed at curbing the the rapid transmission of the disease was declared.

SANParks developed a COVID-19 Construction Work Place Plan together with their Health and Safety Plans for contractors as per the requirements of the Construction Guidelines for COVID 19 and Occupational Health and Safety Act (Act 85 of 1993 as amended). Regulation 6(1) of the Regulations for Hazardous Biological Agents (2001) requires an employer or self-employed person to determine if any person might have been exposed to an HBA.

Every contractor is to develop a risk assessment to give effect to the minimum measures required by the Department of Employment and Labour COVID-19 Direction on Health and Safety in the Workplace COVID-19 (C19 OHS), 2020 taking into account the specific circumstances of the workplace. Contractor must furthermore communicate the COVID-19 risk assessment to all workers.

In addition, SANParks has a moral imperative to create a healthy work environment that does not harm the mental and/or physical health, safety and wellbeing of workers.

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## SECTION 2: PURPOSE AND OBJECTIVES

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### **Purpose:**

The purpose of the SANParks Construction Work Place Plan for Contractors is to enforce health and safety protocols to limit the spread for COVID 19.

### **Objectives:**

The objectives of this construction work place plan are to:

- Identify health or safety hazards associated with any work which is performed at the workplace (including the risk of transmission of COVID-19);

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- Determine the risks associated with the identified hazards;
- Implement mitigation and precautionary measures associated with the risks determined;
- Monitor and review the control measures put into place determining the effectiveness thereof; and
- Review the risk assessment when required to ensure improved and or continued effectiveness.

### SECTION 3: LINKS TO INTERNAL POLICIES AND PROCEDURES

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- SANParks National Implementation Plan
- Preparedness, Detection and Response to COVID 19 Outbreak
- Precautionary HR Measures Related to COVID-19 Lockdown
- Frontline Service Staff - Covid-19 Infection Control And Prevention
- SANParks General SOP
- SANParks Hygiene SOP

### SECTION 4: STANDARD OPERATING PROCEDURES

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The workplace represent an environment that could accelerate the spread of COVID-19. Good hygiene practices thus need to be adhered to by all employees, visitors, contractors, suppliers and tourists.

Prior to construction commencement, a contractor which is permitted to commence construction in accordance with SANParks work place plans is required to develop a plan for the phased in return of its workers on site.

Construction companies should therefore determine mitigation measures to minimize risk as far as reasonably practicable, allowing for work to continue safely and without harm to all relevant stakeholders, including clients, employees, contractors, suppliers, manufacturers and all interested and affected parties.

#### 4.1 How COVID-19 is spread

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COVID 19 is spread when an infected person coughs or exhales thus releasing droplets of infected fluid. These droplets may fall on nearby surfaces and objects, and then touching their eyes, nose or mouth. Standing within one metre of a person infected by COVID-19 poses the danger of inhaling contaminated droplets exhaled by them. COVID-19 spreads in a similar way to flu. Infected persons are highly contagious when they are symptomatic (i.e. experiencing fever, cough, and/or shortness of breath). They may already be contagious however before becoming symptomatic or ill.

#### 4.2 Symptoms of COVID-19

Symptoms of COVID-19 typically include fever, cough, shortness of breath and diarrhoea. Some however have reported experiencing other non-respiratory symptoms while there are also asymptomatic cases that experience no symptoms at all.

The majority of people infected with COVID-19 will experience mild symptoms and recover. Some however experience more serious symptoms and may require hospital care. Risk of serious illness rises with age, people over 60 seem to be more vulnerable, as are people with weakened immune systems and those with chronic conditions such as diabetes, heart and lung diseases or those undergoing treatment for cancer.

***Note: Any person showing symptoms while at home, must NOT come to work and must seek medical attention immediately.***

#### 4.3 The Requirements of the Construction Work Place Plan

Prior to construction commencement a contractor which is permitted to commence construction in accordance with SANParks work place plans is required to develop a plan for the phased in return of its workers on site.

##### 4.3.1 Risk Assessment

In addition to the development of the workplace plan, a contractor is required to conduct a COVID19 work place risk assessment to determine the COVID-19 associated risks of transmission and:

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- Identify health or safety hazards associated with any work which is performed at the workplace (including the risk of transmission of COVID-19);
- Determine the risks associated with the identified hazards;
- Put into place mitigation and precautionary measures associated with the risks determined;
- Monitor and review the control measures put into place determining the effectiveness thereof; and
- Review the risk assessment when required to ensure improved and or continued effectiveness

#### 4.3.2 Record keeping of the risk assessment

The contractor must keep a record of the risk assessment and consider matters such as:

- The nature and dose of the SARS-CoV-2 virus to which a contractor may be exposed and the suspected route of exposure and exposure scenarios;
- Where SARS-CoV-2 virus might be present and in what physical form it is likely to be;
- The nature of the work, process and any reasonable deterioration, or failure of, any control measure;
- What effects the SARS-CoV-2 virus can have on an employee; and
- The period of exposure.
- Develop appropriate mitigation actions to curb possible transmissions

#### 4.3.3 The contractor to review the COVID-19 risk assessment:

- When the SANParks workplace plan is adjusted due to government strategic levels change in the respective workplace area;
- There is a reason to suspect that the previous assessment is no longer valid;
- Change in process or numbers of employees that may lead to transmission risk;
- Should any employee within the workplace contract COVID-19, as new risks emerge, or when determined by SANParks otherwise?

#### 4.3.4 The contractor to review and update the safety plan as per the following requirements:

Contractor

Witness for Contractor

Employer

Witness for Employer

- A strict visitor access control policy to be implemented for all sites or offices, which should include application, pre-screening procedures (including a medical and travel history questionnaire), and authorisation procedures;
- All employees will be required to wash their hands with a hand sanitizer or soap and water,
- Have in place safety representatives equipped with the necessary PPE to ensure adequate distancing between workers (minimum of 1m to 2m) is enforced at access points;
- Entrances to the sites must have a hand washing facility and all individuals entering and exiting the site must wash their hands - alternatively hand sanitizer must be provided;
- Hand washing technique posters shall be displayed near the hand wash area;
- A fever screening process will be implemented at all site access points;
- Visitor registers at entry points will be completed by the security guard/foreman/SHE Coordinator or SHE Rep as the case may be and not by the visitor;
- Identify and confirm the number of employees on site and minimise the number of employees as much as you could
- How waste disposal will be managed and in particular disposable surgical masks on a daily basis (SANParks) will not take responsibility of any biological waste).
- Appoint a COVID 19 Compliance officer employee to ensure compliance on site with regards to all COVID 19 requirements as per Disaster Management Act and OHS 85 of 1993
- How frequently COVID 19 information will be shared with employees (tool box, contractors' monthly meetings etc.)
- Where meetings and / or briefings shall be held?
- Ablution facilities/canteen/eating area how often are they going to be cleaned if provided by the contractor? The number of individuals using these facilities at one time is to be restricted to allow for social distancing requirements, and this should be supervised accordingly to ensure compliance.
- How to handle an employee who shows signs and symptoms of COVID 19 and reporting to SANParks OHS/Technical / Project office?
- How the transport provided, occupancy, sanitation fever screening processes of the vehicle will be conducted to prevent infections of COVID 19 in line with government policy in the transport guidelines

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#### 4.3.5 PPE (Personal Protective Equipment) and resources to employees of a Contractor

- Issue cloth mask to employees on site
- Provide 70% alcohol based sanitizer to employees on site
- Employees should be trained on how to wear a cloth mask
- Infrared thermometer to screen employees prior the start of the shift and the end of the shift by an adequately trained personnel

### SECTION 5: MONITORING AND EVALUATION

Monitoring and evaluation will be conducted by site inspection of construction sites by the OHS/ Technical/Project office.

### SECTION 6: ROLES AND RESPONSIBILITIES

Department/ Division	Key responsibilities
Client ( i.e. SANParks)	<ul style="list-style-type: none"> <li>▪ Exercise due diligence to ensure compliance with the intent of this SOP</li> <li>▪ Establish awareness of and accountability for the implementation of this SOP</li> </ul>
Contractor	<ul style="list-style-type: none"> <li>▪ Develop, implement and maintain a COVID-19 Construction Site Management Plan</li> <li>▪ Designate a worksite COVID-19 Officer compliance officer</li> <li>▪ Develop, deliver and maintain a training course as outlined in the Plan for all site personnel and visitors</li> <li>▪ Ensure compliance with this Plan and the applicable Occupational Health and Safety Act 85 of 1993 as amended, Standards, Construction guidelines and applicable government rules; this includes funds for purchasing of vital equipment, disinfectants and cleaners</li> </ul>

Contractor

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Employer

Witness for Employer



Contract No:

	<ul style="list-style-type: none"> <li>▪ Contractor shall ensure that all known and current aspects of COVID-19 transmission risk reduction are captured in this Plan and that those aspects are effectively transferred through training sessions to all site personnel and visitors</li> <li>▪ Exercise due diligence (where relevant) to ensure compliance with the intent of this SANParks SOP for COVID 19</li> <li>▪ Ensure accountability and awareness of this guideline and the use of PPE</li> <li>▪ Abide by the terms of the contract / service level agreement, (37.2 Agreement) including compliance with work health and safety responsibilities for induction and orientation prior to commencement of any contracted work.</li> </ul>
<p>SANParks Occupational Health and Safety / Project/ Technical Manager</p>	<ul style="list-style-type: none"> <li>▪ Conduct awareness sessions pertaining to COVID 19 in all Parks</li> <li>▪ Ensure that good hygiene practices are implemented and practised.</li> <li>▪ Provide specifications and support to operations when requested</li> <li>▪ Approval of the Safety Plan for the contractor</li> <li>▪ Ensure that so far as reasonably practicable, that the contractor's employees and other stakeholders are not exposed to health and safety risks arising from the business or undertaking;</li> <li>▪ Monitor the effectiveness of good hygiene practices as a risk control measure.</li> <li>▪ Risk assessment conducted outlining COVID 19</li> </ul>
<p>Contractor SHE / COVID 19 Compliance Officer</p>	<ul style="list-style-type: none"> <li>▪ Conduct onsite risk assessment before commencement of work for COVID-19 exposure and implement controls where necessary to reduce transmission risk</li> <li>▪ Communicate to employer (contract manager) the level of resources required to ensure compliance with</li> </ul>

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Witness for Contractor

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Employer

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Witness for Employer



Contract No:

	<p>this Plan (PPE, cleaning products, work staff, work schedules, etc.)</p> <ul style="list-style-type: none"> <li>▪ Develop and implement a procedure to conduct daily worker symptom screenings</li> <li>▪ Provide the appropriate amount of time for training and other Plan elements to supervisors, workers, and visitors to ensure compliance with this Plan</li> <li>▪ Work with Supervisors, and Workers to ensure Plan compliance and effectiveness</li> <li>▪ Review and revise the Plan as SANParks standards or guidance changes as well as new information for the implementation of best practices</li> <li>▪ Ensure that Visitor's on the construction site shall read, understand and receive training on this Plan and will adhere to the safety measure and hygiene practices for COVID 19</li> </ul>
<p>All employees on the construction site</p>	<ul style="list-style-type: none"> <li>▪ Are not to adversely affect the health and safety of themselves and other persons;</li> <li>▪ Use the chemicals and sanitizers in accordance with the information, instruction and training provided;</li> <li>▪ Report identified hazards including unsafe working practices to their line manager i.e. non-compliance with the Construction plan for contractors requirements</li> <li>▪ Are not to misuse or damage the sanitizers</li> <li>▪ Are to attend training/ induction as required</li> </ul>

**SECTION 7: BUDGETARY CONSIDERATIONS**

The contractor budget will be used.

**SECTION 8: SHORT TITLE AND COMMENCEMENT**

Contractor

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Employer

Witness for Employer



Contract No:

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## REFERENCES

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1. Department-of-employment-and-labour-unveil-guidelines-to-deal-with-covid-19-at-workplaces. Mar 17, 2020
2. Occupational Health and Safety Act as amended 85 of 1993.
3. Recommended Guidelines for Contractors
4. Department of Labour workplace Preparedness COVID 19
5. SAFCEC guidelines

## Appendixes

OHS & COVID 19 Construction Plan

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

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## Annexure B

# Environmental Management Plan

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

# Environmental Management Plan

## General construction activities in parks

**Park: KRUGER NATIONAL PARK**

**Project: CIVIL ENGINEERING RELATED WORKS IN THE KRUGER NATIONAL PARK ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS**

Prepared by:



**South African National Parks**

P.O. Box 787

PRETORIA

0001

# 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

Witness for Contractor

Employer

Witness for Employer

Contract No:

**CONTRACTOR**

Name:

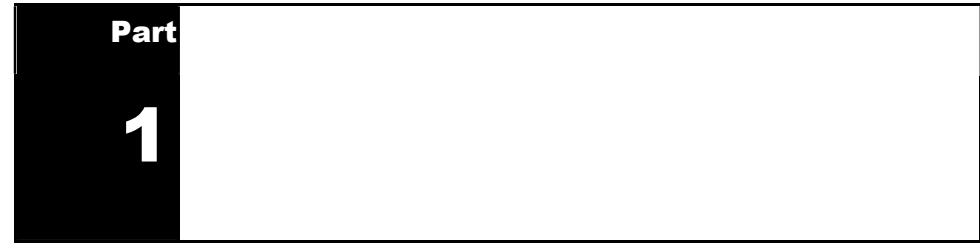
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Date:

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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.

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Contractor

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Witness for Contractor

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Employer

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Witness for Employer

Contract No:

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.

Contractor

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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**

Contractor

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Employer

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Contract No:

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

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

<b>Part</b>	
<b>2</b>	

**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

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

**2.1.2 CONTRACT AREAS**

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

**2.1.3 SENSITIVE ECOLOGY**

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

Contractor

Witness for Contractor

**2.1.4 HERITAGE AREAS**

Mitigation / Management Action	Responsible Agent
In known archaeological sensitive areas the South African Heritage Resources Agency (SAHRA) must inspect all above-mentioned contract areas, in order to: <ul style="list-style-type: none"> <li>Confirm the absence of archaeological sites and/or artefacts;</li> <li>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</li> <li>Point out and/or demarcate all archaeologically "sensitive" areas to the contractors.</li> </ul>	SANParks, ECO & Contractor

**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

Employer

Witness for Employer

Contract No:

**2.1.6 SITE ESTABLISHMENT**

Mitigation / Management Action	Responsible Agent
Construction camps and staff accommodation facilities on the site will be required to be established in appropriate locations prior to the commencement of construction, preferably within already disturbed areas. After completion of the contract, these areas will be required to be rehabilitated.	ECO & Contractor
<p><b>Site Plan:</b></p> <p>Before construction can begin, the Contractor shall submit a site layout plan to the ECO for approval, including:</p> <ul style="list-style-type: none"> <li>• Site access (including entry and exit points).</li> <li>• All material and equipment storage areas (including storage areas for hazardous substances such as fuel and chemicals).</li> <li>• Construction offices and other structures.</li> <li>• Security requirements (including temporary and permanent fencing, and lighting) and accommodation areas for security staff.</li> <li>• Solid waste collection facilities and waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents.</li> <li>• Storm water control measures.</li> <li>• Provision of potable water and temporary ablution facilities.</li> <li>• 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</li> </ul>	Contractor

from any watercourse. Regardless of the chosen site, the Contractor's intended mitigation measures shall be indicated on the plan.	
Throughout the period of construction, the contractor shall restrict all activities to within the designated areas on the construction layout plan. Any relaxation or modification of the construction layout plan is to be approved by the ECO.	ECO & Contractor
<p><b>Site Camps:</b></p> <p>The following restrictions or constraints should be placed on the site camp, and construction staff in general:</p> <ul style="list-style-type: none"> <li>• The use of rivers and streams for washing of clothes.</li> <li>• The use of welding equipment, oxy-acetylene torches and other bare flames where veld fires constitute a hazard.</li> <li>• Indiscriminate disposal of rubbish or construction wastes or rubble.</li> <li>• Littering of the site.</li> <li>• Spillage of potential pollutants, such as petroleum products.</li> <li>• Collection of firewood.</li> <li>• Poaching of any description.</li> <li>• Use of surrounding veld as toilets.</li> <li>• Burning of wastes and cleared vegetation.</li> <li>• No concrete structures allowed, if the site camp is within the Park boundaries.</li> </ul>	ECO & Contractor
<p><b>Vegetation clearing:</b></p> <p>The natural vegetation encountered on the site is to be conserved and left as intact as possible. Only trees and shrubs directly affected by the works, and such others as may be approved by the ECO in writing, may be felled or cleared. A firebreak shall be cleared and maintained around the perimeter of the site camp/s and office sites where necessary.</p>	ECO & Contractor
<p><b>Water for human consumption:</b></p>	ECO & Contractor

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Contract No:

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

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

2.1.7 MATERIALS HANDLING, USE AND STORAGE

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Witness for Contractor

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Witness for Employer

Contract No:

**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-always 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 Schedule or Rates and Specifications.

**2.2.1 VEHICULAR ACCESS AND MOVEMENT OF CONSTRUCTION VEHICLES**

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

**2.2.2 MOVEMENT OF CONSTRUCTION PERSONNEL, LABOURERS AND EQUIPMENT**

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

**2.2.3 VEGETATION CLEARING**

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Witness for Contractor

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Employer

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Witness for Employer

Contract No:

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
<p><b>Plant Search and Rescue:</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul>	ECO & Contractor

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

**2.2.4 PROTECTION OF FAUNA**

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

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**2.2.5 HERITAGE AND/OR ARCHAEOLOGICAL SITES**

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

Topsoil must be stockpiled for later use.	
Topsoil is to be handled twice only - once to strip and stockpile, and secondly to replace, level, shape and scarify.	ECO & Contractor
Topsoil stockpiles are not to exceed 1.5 m in height and should be protected to prevent erosion where needed.	ECO & Contractor
Topsoil stockpiles are to be maintained in a weed free condition. The ECO can assist with guidance as to which plants are weeds and require removal.	ECO & Contractor
Topsoil is to be replaced by direct return where feasible (i.e. replaced immediately on the area where construction is complete), rather than stockpiling it for extended periods.	ECO & Contractor
<p><b>Spoil Material:</b></p> <p>The location of spoil stockpile sites shall be agreed upon by the ECO prior to the onset of any operations that will generate spoil materials. No spoil material shall be dumped outside the defined site. The Contractor shall ensure that the material does not blow or wash away. If the spoil material is in danger of being washed or blown away, the contractor shall cover it with a suitable material, such as hessian or plastic.</p>	ECO & Contractor

**2.2.6 SOIL MANAGEMENT**

Mitigation / Management Action	Responsible Agent
<p>Topsoil:</p> <p>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 &amp; conditions.</p>	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

Contractor

Witness for Contractor

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The specifics of erosion protection work will vary from situation to situation. These specifics should be cleared with the Park Manager and/or ECO and comply with the contract specifications.	ECO & Contractor
Where required, cut-off trenches can be installed to divert substantial run-off and prevent erosion.	ECO & Contractor
During construction, areas susceptible to erosion must be protected by installing temporary or permanent drainage works and energy dispersion mechanisms and could include – to be agreed to by SANParks and Contractor and with considerations of implications on costs: <ul style="list-style-type: none"> <li>• Vegetation,</li> <li>• Mitre drains (afleivore),</li> <li>• Benches (grondwalle),</li> <li>• Benches consisting of sandbags,</li> <li>• Packing branches and rocks in small gullies and disturbed areas.</li> </ul>	ECO & Contractor
Storm water drainage measures are required on site to control runoff and prevent erosion.	ECO & Contractor

**2.2.8 SLOPE PROTECTION**

Mitigation / Management Action	Responsible Agent
Cut and fill slopes shall be shaped and trimmed to approximate the natural condition and contours as closely as possible and, where possible, be undulating. Levels incongruous to the surrounding landscape shall be reshaped as per contract specifications.	ECO & Contractor

Slopes that need protection shall be identified by the ECO and the specifications needed must be established using the latest approved methods and technology.	ECO & Contractor
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**2.2.9 ACCESS ROADS**

Mitigation / Management Action	Responsible Agent
Construction staff may only use authorised paths and roads.	ECO & Contractor
The proclaimed speed limit in the Park must be strictly adhered to.	ECO & Contractor
ECO will monitor the conduct of drivers and report any negative impact to the contractor immediately.	ECO & Contractor
Construction roads must follow existing roads and tracks and should not be wider than necessary with a maximum width of 3 m. Should a wider road be required, this will require the approval of the ECO.	ECO & Contractor
If two-way traffic movement is to take place, passing bays are to be used where specified by the ECO to prevent access / detours into the surrounding areas. The drivers delivering construction materials to site are to be made aware of this. They may not drive off the road in order to allow another vehicle to pass.	ECO & Contractor
Continual use of dirt access roads by heavy machinery and increased transport loads means they will have to be carefully monitored and regularly graded as soon as potholes or rutting occurs.	ECO & Contractor

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

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
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**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 a looking manner as possible in the veld.	ECO & Contractor
Excess rocks and sand as a result of excavation activities is not to be dumped along next to construction site – rocks to be spread in a natural looking manner in the surrounding area.	ECO & Contractor
Removed soil is to be used to backfill areas where required (i.e. such as existing and un-rehabilitated gravel pits).	ECO & Contractor

Mitigation / Management Action	Responsible Agent
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

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Contractor

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Witness for Contractor

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Employer

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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

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

**2.2.13 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

**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 (bunded / 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	ECO & Contractor

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Mitigation / Management Action	Responsible Agent
at any of the construction sites. These will be sent immediately back to the maintenance yard for repair.	
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 bounded 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	ECO & Contractor

removed to the main construction camp, where the waste will be sorted and stored within a fenced waste storage area.	
All waste must be transported in an appropriate manner (e.g. plastic rubbish bags).	ECO & Contractor
The Contractor may not dispose of any waste and / or construction debris by burning, or by burying.	ECO & Contractor
Discard all construction waste at a registered waste management facility / landfill site, particularly those wastes or products that could impact on surface or groundwater quality by leaching into or coming into contact with water.	ECO & Contractor
The contractor will maintain 'good housekeeping' practises as ensure that all work sites and construction camp are kept tidy and litter free.	ECO & Contractor

**2.2.15 LIQUID WASTE MANAGEMENT**

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

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Contract No:

Trucks delivering concrete may not be washed on site or anywhere inside the park.	ECO & Contractor
No spills may be hosed down into a storm water drain or sewer, or into the surrounding natural environment.	ECO & Contractor
Adequate ablution facilities are to be provided at each construction site, conveniently located near to work areas to avoid localised water pollution from camp sewerage.	ECO & Contractor
All soil contaminated, for example by leaking machines, refuelling spills etc. is to be excavated to the depth of contaminant penetration, placed in 200 litre drums and removed to an appropriate landfill site.	ECO & Contractor

**2.2.16 HAZARDOUS MATERIALS**

Mitigation / Management Action	Responsible Agent
The Contractor must comply with all national, regional and local legislation with regard to the storage, transport, use and disposal of petroleum, chemical, harmful and hazardous substances and materials.	Contractor
The Contractor will furthermore be responsible for the training and education of all personnel on site who will be handling the material about its proper use, handling and disposal.	Contractor
The Contractor will be responsible for establishing an emergency procedure for dealing with spills or releases of petroleum.	Contractor
Storage of all hazardous material is to be safe, tamper proof and under strict control.	ECO & Contractor
Petroleum, chemical, harmful and hazardous waste throughout the site must be stored in appropriate, well maintained containers.	Contractor

Exercise extreme care with the handling of diesel and other toxic solvents so that spillage is minimised.	ECO & Contractor
Any accidental chemical / fuel spills to be corrected immediately.	ECO & Contractor
Timber products should be treated off-site prior to use in construction.	ECO & Contractor
Periodic on-site application of timber treatment products (for maintenance purposes) should take place with due care for the nature of the product (toxicity) and for potential spillages that may occur. Areas where timber is to be treated should have secondary containment measures instituted, such as the placement of a plastic layer (some form of covering) over soils, beneath the timber structures to prevent contamination of the soil surface.	ECO & Contractor

**2.2.17 RUN-OFF FROM CONSTRUCTION CAMPS**

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

**2.2.18 FIRE**

Mitigation / Management Action	Responsible Agent
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Contract No:

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/Contract or
Gas and liquid fuel may not be stored in the same storage area.	ECO/Contract or
The Contractor must ensure that there is adequate fire-fighting equipment at the fuel stores.	ECO/Contract or
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 firefighting 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/Contract or

**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/Contract or

**2.2.20 NOISE**

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

**2.2.21 VISUAL**

Mitigation / Management Action	Responsible Agent
Security lighting must be placed such that it is not a nuisance to residents and visitors to the area. Shields may be required to prevent lights from being visible from other parts of the protected area.	ECO/Contract or
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/Contract or
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	ECO/Contract or

Contractor

Witness for Contractor

Employer

Witness for Employer



Contract No:

may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effects of such activities.	
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/Contract or
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/Contract or

**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.

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

<b>Name:</b>	<b>Date:</b>
<b>Project:</b>	

Contractor

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Contract No:

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

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## Annexure C

### Code of Conduct for working in the South

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract No:

**CODE OF CONDUCT FOR PERSONNEL FROM OTHER ORGANISATIONS TEMPORARILY WORKING IN NATIONAL PARKS**

**SOUTH AFRICAN NATIONAL PARKS**

**CODE OF CONDUCT FOR WORKING IN A NATIONAL PARK**

**OUTSIDE ORGANISATIONS WORKING TEMPORARILY IN A NATIONAL PARK**

**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.

Contractor

Witness for Contractor

Employer

Witness for Employer

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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 authorized 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;
- 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.

Contractor

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Employer

Witness for Employer

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- 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.
- 1.2 No firewood may be collected or removed without the permission of a Nature Conservation official. Under no circumstances will permission be granted to remove firewood from the park unless proof of sale from one of the shops can be produced.
- 1.3 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.
- 1.4 On request, the Park Manager or local Section Ranger will point out to the foreman, the sites allowed for removal of stone, sand and/or water for building or other purposes. No water may be taken from existing boreholes unless the Park Manager or designated person gives permission.
- 1.5 The removal, cutting down or damage to any living plant in a national park is illegal and may only be done with permission. Where the construction of roads, buildings etc. necessitates the destroying of indigenous trees, shrubs or plants, it must be kept to an absolute minimum.

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1.6 Gravel pits must, where at all possible, not be visible from any road. After construction, these gravel pits must be rehabilitated as per contract document and/or Environmental Management Plan.

1.7 No animals may be killed in the park.

1.8 Other than SANParks employees, personnel resident in a park, but not employed by SANParks, may only kill an animal in an emergency, to protect a life or property or when specifically authorized to do so by SANParks. A report of all animals killed and the circumstance surrounding it, must be sent to the Park Manager or designated person as soon as possible.

**NB** Snakes may only be killed in residences, rest camps and living quarters if it cannot be captured and removed by a knowledgeable person. Under no circumstances may poisonous or non-poisonous snakes be killed in the bush or elsewhere. Residents in a park are encouraged to study the poisonous and non-poisonous snake species for their own protection.

**4. FIREARMS**

Only authorized persons are allowed to possess firearms in a park. Firearms will only be allowed in exceptional circumstances, where an employee may need it in the execution of his duties and will be subject to certain strict conditions.

**5. LITTER**

All residents and work teams are expected to have proper respect towards the scenic beauty of a national park and not litter tins, paper etc. as well as construction debris, where new roads, bridges, dams or buildings are being constructed. It is the duty of the contractor and/or his supervisors to ensure that after completion of the projects, all litter is carted away. Under

no circumstances may this litter be dumped in the bush or anywhere else. It is your responsibility to find out from the Park Manager or designated person if and where litter may be dumped. Littering is a serious offence and perpetrators can be prosecuted.

**NB:** After completion of any project, a contractor is required to obtain a report from the Park Manager declaring his satisfaction with the condition of the terrain and immediate surroundings.

**6. PETS**

No dogs or other pets are allowed in a national park without written permission of the Executive Director: Parks.

**7. PERSONNEL RELATIONS**

7.1 Park Managers or any designated person are officials of the SANParks and are responsible for the enforcement of the Protected Areas Act 57, 2003 in their respective parks. To uphold the organization's authority, they have to be aware of all activities and especially extraordinary activities in their park. It is therefore not only a matter of courtesy but of necessity to report all activities to the Park Manager. It is very important that all new building activities, the construction of new roads, etc., be reported by the supervisor to the Park Manager. It is just as important to report the use of firebreak roads as well as unscheduled night trips to the Park Manager.

7.2 No person residing or working in a rest camp may leave the rest camp gate after gate closing times, without the Park Manager's or designated person's permission.

**8. TRAVELLING TIMES AND TRANSPORT MATTERS**

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9.1 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.

9.2 No person (employee or visitor) may transport passengers on the back of an open vehicle within a national park, unless in the execution of official duties.

**9. ROAD RULES AND SPEED LIMITS**

**9.1 Road Rules**

All personnel, whether in an official or private capacity, must ensure that their driving sets an example to other drivers. Although all people working in a park with the necessary approval, may drive at a faster speed than the tourists, they must do this as unobtrusively as possible by approaching another vehicle at a decreased speed, passing it and then accelerating slowly to the required speed. As soon as an oncoming vehicle is in sight, speed must once again be decreased until the vehicle is out of sight.

**9.2 Speed limit for personnel**

All employees of SANParks, as well as employees from outside organizations with written consent working in a national park, may travel at a maximum speed of 65km/h during the day and 50km/h at night regardless of the speed limit. These speed limits are applicable to all official trips and may only be exceeded in emergencies. Personnel and/or their spouses may also drive at 65km/h during the day, whilst in their private vehicles en route to the entrance gate closest to their residence. During private trips in the rest of the park, the designated speed limit has to be adhered to as well as in all the rest camps and personnel villages.

Please take note that all transgressors of this privilege will be prosecuted in the same way as tourists who disregard the speed limit.

**10. CONTROL AT ENTRANCE AND RESTCAMP GATES**

When entering or leaving an entrance gate of a national park, you must identify yourself to the tourist officer in charge. No one may leave a rest camp after hours unless the Park Manager or designated person has granted permission and 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**

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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.

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| <p>13.1 Every employee residing in living quarters in a rest camp or on a designated site must:</p> <p style="margin-left: 40px;">13.1.1 Obey all reasonable and lawful rules given by the Park Manager or designated person;</p> <p style="margin-left: 40px;">13.1.2 Reside only in specific quarters/designated site reserved for them;</p> <p style="margin-left: 40px;">13.1.3 Maintain cleanliness and sanitation in his place of residence.</p> <p>13.2 No person residing, working or officially present in a park is allowed to:</p> <p style="margin-left: 40px;">13.2.1 Accommodate any unauthorized person, assist him or give him permission to enter or live in any designated living areas;</p> <p style="margin-left: 40px;">13.2.2 Behave in such a way as to be detrimental to maintaining discipline, order for health in such living areas;</p> <p>13.3 Without written permission from the Park Manager or designated person;</p> <p style="margin-left: 40px;">13.3.1 Keep live animals or poultry;</p> <p style="margin-left: 40px;">13.3.2 Excavate or have excavations made</p> <p style="margin-left: 40px;">13.3.3 Build or make any alterations to existing building;</p> <p>13.4 In any way, either directly or indirectly, hinder any employee, Security Officer, Ranger or anyone authorized by the Park Manager, in the execution of their duties; inspections or any investigations deemed necessary or purposely hinder, obstruct, mislead or refuse to</p> | <p>divulge information when requested to, or refuse to assist in any way or heed legitimate request or command.</p> <p>13.5 Purposely disturb the peace by making a noise, shouting, screaming, arguing, causing violence or acting violently or improperly.</p> <p>13.6 Enter or leave a Park or living quarters other than through the official gates.</p> <p>13.7 Gamble in any way.</p> <p>13.8 Defecate in a place or manner as to offend any other person.</p> <p>13.9 Dispose of rubble or leftovers in any place other than in bins provided.</p> <p>13.10 Aimlessly loiter or hang around near or in a rest camp or personnel accommodation at any time.</p> <p>13.11 Introduce, brew or be in possession of alcohol.</p> <p>13.12 Be in possession of habit forming drugs.</p> <p>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.</p> <p>13.14 Hitch-hike in a national park.</p> <p>13.15 Possess a firearm or any dangerous weapon without the necessary permission or permit.</p> |
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- 13.16 Where work teams reside and work in the field, wander away from the work site or living quarters.
- 13.17 Temporary work teams (supervisors excluded) are not allowed to receive visitors in a national park.
- 13.18 It is the contractor's responsibility to ascertain the rules and regulations laid down by SANParks.

**14. MALARIA AND MALARIA CONTROL**

Some of the national parks, e.g. Kruger National Park and Mapungubwe National Park are in an endemic malaria area and the residents are constantly exposed to the disease and must be aware of the fact.

Malaria is a potentially dangerous disease and if not treated timeously and correctly, can be fatal. It is therefore extremely important that all residents, their children and their employees take adequate preventative measure to protect themselves from disease. Malaria is a disease caused by small parasites, which destroy red blood corpuscles of an affected person. Parasites are transmitted from person to person by the *Anopheles* mosquitoes. Various types of malaria occur of which *plasmodium falciparum* is the most common and also the most dangerous.

The possibility of contracting the disease can be reduced by avoiding mosquito bites and taking prophylactics which prevent the development of parasites in the body. Please contact the local physician for precautionary measures or if you think you have malaria.

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## ANNEXURE D: LOCAL BENEFICIATION GOALS:

### 1. During Construction:

Local beneficiation is built into the Contract as follows:

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

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