



South African
NATIONAL PARKS

SOUTH AFRICAN NATIONAL PARKS

**GARDEN ROUTE NATIONAL PARK
TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT**

CONTRACT NO: CI-TK-0033

TENDER DOCUMENT

September 2020

ISSUED BY:

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

NAME OF TENDERER:

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

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

1: The Tender

Contractor

**Witness for
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Employer

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Part T1: Tendering procedures

Contractor

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Employer

Witness for
Employer

**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK
CONTRACT NO: CI-TK-0033**

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN NATIONAL PARKS					
BID NUMBER:	CI-TK-0033	CLOSING DATE:	20 NOVEMBER 2020	CLOSING TIME:	12:00
DESCRIPTION	TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT IN GARDEN ROUTE NATIONAL PARK, TSITSIKAMMA SECTION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<p>Location of tender box: Tender Box, Reception, Garden Route National Park Physical address: Thesen Island, Knysna, 6570 Identification details: Contract: CI-TK-0033: Tsitsikamma Restaurant Precinct Development in Garden Route National Park, Tsitsikamma Section</p>					
<p>South African National Parks invites tenders for the Tsitsikamma Restaurant Precinct Development in Garden Route National Park, Tsitsikamma Section.</p> <p>The following pre-qualification criteria for preferential procurement, Preferential Procurement Regulations, 2017 applies to this tender:</p> <ul style="list-style-type: none"> Tenderer must have a minimum B-BBEE Level 2 status. <p>Respondents must have a contractor grading designation of 7 GB or higher</p> <p>Preferences are offered to tenderers for Broad-Black Based Empowerment (B-BBEE) Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017.</p> <p>This tender includes a contract participation goal of sub-contracting local EME's and QSE's within a 100km radius of Tsitsikamma Section, Garden Route National Park.</p> <p>Only tenderers who comply with the following are eligible to submit tenders:</p> <ul style="list-style-type: none"> Have a minimum B-BBEE Level 2 status as per PPPFA pre-qualification criteria. Have the required and valid Cidb grading stated. Achieved the minimum score for Functionality Tenderer is not listed in the Register of Tender Defaulters and prohibited from doing business with the public sector. The tenderer has not abused the Employer's supply chain management system Failed to perform on any previous contract with the employer. <p>The physical address for collection of tender documents is: Park Management Offices Garden Route National Park Park Management Boardroom Tsitsikamma Section</p> <p>Tender documents will <u>ONLY</u> be available at the compulsory clarification meeting.</p>					

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Witness for Contractor

Employer

Witness for Employer

A non-refundable tender deposit of R 200-00 payable in cash is required on collection of the tender documents.

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

All Queries

Mr Garret Kobe

Tel No: (012) 426 5132 / 076 481 8604

e-mail garret.kobe@sanparks.org

A compulsory clarification meeting with representatives of the Employer will take place at the site of **Tsitsikamma Restaurant Precinct Development, Tsitsikamma Section, Garden Route National Park on 21 October 2020 starting at 12:00 hrs.** The Tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to the form and nature of the Site, the quantities and nature of the work and materials necessary for the completion of the Works and the means of access of the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. The tenderer must be represented at the site inspection by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Attendance of the site inspection is compulsory and a tender will be disqualified if the site inspection is not attended by a representative of the tenderer.

The closing time for receipt of tenders is 20 November 2020 @ 12:00 hrs. Telegraphic, telephonic, telex facsimile, e-mail and late tenders will not be accepted.

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Garret Kobe	CONTACT PERSON	Curt Jones (Infrastructure Division)
TELEPHONE NUMBER	012-426 5132	TELEPHONE NUMBER	021-900 9068
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	garret.kobe@sanparks.org	E-MAIL ADDRESS	curt.jones@sanparks.org
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER	TAX	OR	CENTRAL MAAA

Contractor

Witness for Contractor

Employer

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COMPLIANCE STATUS	COMPLIANCE SYSTEM PIN:		SUPPLIER DATABASE No:	
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 WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.				

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

SIGNATURE OF BIDDER:

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

DATE:

Contractor

Witness for Contractor

Employer

Witness for Employer

**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK, TSITSIKAMMA SECTION
CONTRACT NO: CI-TK-0033**

Tender Data

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

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

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

Clause number	Tender Data
C 1.1	The Employer is the South African National Parks.
C 1.2	<p>The tender documents issued by the employer comprises:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond</p> <p>Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work C3 - Scope of work</p> <p>Part C4: Site information C4 - Site information</p> <p>Part C5 : Drawings C5 - Drawings, schedules and specifications</p>

Contractor

Witness for Contractor

Employer

Witness for Employer

<p>C 1.4</p>	<p>Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this tender document, please refer queries, in writing, to the contact person listed below. Under no circumstances may any other employee within the SANParks be approached for any information. Any such action may result to disqualification of a response submitted in competition to the tender process.</p> <p>Enquiries should reference specific page and or paragraph numbers, where appropriate.</p> <p>All questions/enquiries must be forwarded in writing not later than 4 November 2020 at 12:00. Questions/enquiries received after 12:00 on 4 November 2020 will not be considered.</p> <p>Name: Garret Kobe Capacity: Manager SCM : Infrastructure and Special Projects Address: PO Box 787, PRETORIA, 0001 Tel: 012 426 5132 Fax: 012 343 0351 E-mail: garret.kobe@sanparks.org</p> <p>The language for communications is English</p>
<p>C 2.1</p>	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>PPFFA: Pre-qualification criteria Only those tenderers who are a minimum level 2 B-BBEE contributor are eligible to submit tenders.</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 designation grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 7 GB or higher class construction work, are eligible to have their tenders evaluated.</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submission, are eligible to have their tenders evaluated:</p> <p>Joint Venture are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 7 GB class of construction work; or not lower than one level below the required grading designation in the class of construction works under consideration and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7 GB class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.
<p>C 2.1</p>	<p>As part of the eligibility criteria, tenderers shall further be required to satisfy the following functionality criteria and be required to demonstrate their ability to undertake the works considered to be complex and to provide proof of experience, expertise, personnel, plant and equipment to undertake work of this nature.</p> <p>Tenderers are required to score a minimum of 17 points out of a possible 24 points (i.e. 70 %) in order to be responsive: Tender Data, of the proposed functionality criteria and point system for evaluation. The following functionality criteria apply:</p> <ol style="list-style-type: none"> (a) Construction experience in buildings with reinforced concrete structure systems (Maximum 20 points) (b) Technical Expertise (Maximum 4 points) <p>Tenderers who fail to meet the minimum threshold shall be declared non-responsive and subsequently rejected.</p> <p>(a) Reinforced concrete construction experience in buildings (Maximum 20 points)</p>

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Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience in accurate building construction work including reinforced concrete structures. Tenderers are required to score a minimum of 14 points out of a possible 20 points in order to qualify for the tender.

Tenderers who fail to meet the minimum qualifying score is not an acceptable tender and shall be declared non-responsive and subsequently rejected. The onus rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation and award of points.

Where insufficient information is provided, zero points will be awarded for such particular criterion.

The quality criteria and maximum score in respect of each of the criteria as follows:

Quality criteria	Sub-criteria	Maximum number of points
Construction & Civil Contracts of value between R5 million and R 40 million, inclusive of VAT	1 point per contract	4
Construction & Civil Contracts of value between R5 million and R 40 million, inclusive of VAT with majority reinforced concrete structure (columns and roof slabs	2,5 points per contract	10
Construction & civil Contracts of value exceeding R 40 million	3 points per contract	6
Maximum possible score for quality		20

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

b) Technical Expertise (Maximum 4 Points)

Points will be awarded for Technical Expertise applicable to the key personnel and individual construction staff members within the three categories listed below and who must be available for the execution and completion of the work.

Quality criteria	Sub-criteria	Maximum number of points
Contracts Manager who has a minimum of 10 years construction experience	1 point	1
Site Agent who has a minimum of 10 years Reinforced concrete building structure- construction experience	2 points	2
Site Foreman who has a minimum of 10 years construction experience	1 point	1
Maximum possible score for quality		4

Curriculum Vitae's (CV's) of the Contracts Manager, Site Agent and Site Foreman that will be employed on this contract must be submitted with the tender document. The various individuals must be in the permanent or fixed term employment of the tenderer to be awarded points

During further evaluation the Employer shall evaluate the remaining responsive tenders using the tender evaluation method and associated evaluation criteria and weightings that are specified in the tender data under **C.3.11.1**

C 2.7

The arrangements details for the compulsory clarification meeting are stated under Part T1.1: Tender Notice and Invitation to Tender.

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	Tenderers must complete and sign the attendance register at the clarification meeting in the name of the tendering entity.				
C 2.12	No alternative tender offers will be considered				
C 2.13.2	Electronic tender offers will not be accepted.				
C 2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.				
C 2.13.7	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception of Garden Route National Park</p> <p>Physical address: Garden Route National Parks. Thesen Island, Knysna, 6570</p> <p>Identification details: Tsitsikamma Restaurant Precinct Development in Garden Route National Park, Tsitsikamma Section.</p>				
C 2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.				
C 2.16	The tender offer validity period is 12 weeks				
C 2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.				
C 2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) A valid Tax Clearance Certificate issued by the South African Revenue Services or PIN to obtain this information; 2) Proof of Contractor Registration issued by the Construction Industry Development Board - Compulsory 3) An original and valid B-BBEE Status Level verification Certificate or certified copy thereof 4) Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy 5) Letter of good standing from the Compensation Commissioner – Compulsory 6) Letter of intent for a Construction Guarantee – Compulsory 7) National Treasury Central Supplier Database (CSD) Registration Report - Compulsory 8) Financial statements for the preceding financial year within 12 months of the financial year end 9) All other certificates as listed in the List of Returnable Documents. copy of Joint Venture Agreement if applicable. 10) Form C1.1 – Form of Offer and Acceptance 11) Form T2.1 A - Certificate of Authority for Signature. 12) For Joint Ventures a JV Agreement shall be provided (if applicable). 13) Form T2.1: B - Certificate of attendance at site inspection. . 14) Form T2.1 F - Record of addenda to tender documents 				
C 3.4.1	<p>The time and location for opening of the tender offers are:</p> <table border="1" style="margin-left: 20px;"> <tr> <td>Date and Time:</td> <td>20 November 2020 at 12:00 on</td> </tr> <tr> <td>Place:</td> <td>Garden Route National Parks Boardroom Thesen Island, Knysna, 6570</td> </tr> </table>	Date and Time:	20 November 2020 at 12:00 on	Place:	Garden Route National Parks Boardroom Thesen Island, Knysna, 6570
Date and Time:	20 November 2020 at 12:00 on				
Place:	Garden Route National Parks Boardroom Thesen Island, Knysna, 6570				
C 3.11	<p>Evaluation of tender offers</p> <p>The procedure for the evaluation of responsive tenders is Price, Preference and Functionality</p>				

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The Functionality criteria and scoring are described under eligibility criteria 3.1. A tender that fails to obtain the minimum qualification score for functionality is not an acceptable tender.

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

The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

Points for this bid shall be awarded as follows:

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

The maximum points for this bid are allocated as follows:

Price 90
 B-BBEE Status Level of Contribution 10

Total Points for Price and B-BBEE must not exceed 100

- Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

Scoring financial offers: The 90/10 preference points system for acquisition of services, works or good

The following formula will be used to calculate the points for price in respect of tenders with a Rand value above R 50,000,000 (all applicable taxes included) and a maximum of 90 points is allocated to price:

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

Scoring preferences

Points will be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below: **B-BBEE status level of contributor**. A maximum of 10 points is allocated to preference.

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	Non-compliant contributor
4	Non-compliant contributor

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	<table border="1"> <tr> <td>5</td> <td>Non-compliant contributor</td> </tr> <tr> <td>6</td> <td>Non-compliant contributor</td> </tr> <tr> <td>7</td> <td>Non-compliant contributor</td> </tr> <tr> <td>8</td> <td>Non-compliant contributor</td> </tr> <tr> <td>Non-compliant contributor</td> <td>Non-compliant contributor</td> </tr> </table>	5	Non-compliant contributor	6	Non-compliant contributor	7	Non-compliant contributor	8	Non-compliant contributor	Non-compliant contributor	Non-compliant contributor
5	Non-compliant contributor										
6	Non-compliant contributor										
7	Non-compliant contributor										
8	Non-compliant contributor										
Non-compliant contributor	Non-compliant contributor										
C 3.13	<p>Tender offers will only be accepted with the following additional requirements::</p> <ul style="list-style-type: none"> a) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the tenderer has not: <ul style="list-style-type: none"> i) abused the employer’s supply chain management system; or ii) failed to perform on any previous contract and has been given a written notice to this effect; e) has completed the Compulsory Enterprise Questionnaire, SBD4, 6.1, 7.2, 8, 9 and the there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process. f) Has submitted the documentation listed in C.2.23 										
C 3.17	The number of paper copies of the signed contract to be provided by the Employer is one.										

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Annexure C

Standard Conditions of Tender

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

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to 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;

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

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.

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.

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C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in

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

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

C.2.17 Clarification of tender offer after submission

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

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

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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

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

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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:

- 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.

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions,
- b) preventing participating in the employer's procurement;

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

C.3.14 Prepare contract documents

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

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Part T2: Returnable Schedules

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK, TSITSIKAMMA SECTION
CONTRACT NO: CI-TK-0033**

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

- 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 to confirm contract participation goal with EME & QSE Subcontractors**
- Capacity of Tenderer
- Site inspection certificate
- 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
- An original and valid B-BBEE Status Level verification Certificate or certified copy thereof
- Proof of registration of Closed Corporation/Company or other legal entities applicable to tender - Certified copy
- Letter of good standing from the Compensation Commissioner – Compulsory
- Letter of intent for a Construction Guarantee – Compulsory
- National Treasury Central Supplier Database (CSD) Registration Report – Compulsory
- Financial statements for the preceding financial year within 12 months of the financial year
- Functionality information (Curriculum vitae, contract values, reinforced concrete works values, letters of intent/appointment, 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 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

- Health and Safety Specifications for Tsitsikamma Precinct Development, Garden Route National Park**
- Code of conduct for implementing a project for SANParks
- Environmental Management Plan for General Construction Activities

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

6 C1.2 Contract Data (Part 2)

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

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Employer

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T2.2 Returnable Schedules

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

Resolution of Board of Directors / Members / Partners

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows : _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Note:

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

ENTERPRISE STAMP

Contractor

Witness for Contractor

Employer

Witness for Employer

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

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

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

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

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

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

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

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

(Project description as per Tender Document)

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

4. The Principal Partner of the Joint Venture will be

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

5. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

be, and is hereby, 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: _____

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract number: CI-TK-0033

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

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

Note:

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

ENTERPRISE STAMP

Contractor

Witness for Contractor

Employer

Witness for Employer

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

Special Resolution of Joint Venture Partners

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

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

(Project description as per Tender Document)

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

B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

Contractor

Witness for Contractor

Employer

Witness for Employer

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

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

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

No	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			

 Contractor

 Witness for Contractor

 Employer

 Witness for Employer

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

Note:

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

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

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: SBD6 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.

Contractor

Witness for Contractor

Employer

Witness for Employer

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

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

Name	Position	Signed

Enterprise name	Date

Contractor

Witness for Contractor

Employer

Witness for Employer

**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK, TSITSIKAMMA SECTION
CONTRACT NO: CI-TK-0033**

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**

**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK, TSITSIKAMMA SECTION
CONTRACT NO: CI-TK-0033**

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

**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK, TSITSIKAMMA SECTION
CONTRACT NO: CI-TK-0033**

Capacity of Tenderer

1. WORK CAPACITY *(The Tenderer is requested to furnish the following full particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)*

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



Contract number: CI-TK-0033

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

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

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Contract number: CI-TK-0033

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

2.1. Current projects:

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

Contractor

Witness for Contractor

Employer

Witness for Employer

2.2. Previous projects:

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

Contractor

Witness for Contractor

Employer

Witness for Employer

**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK, TSITSIKAMMA SECTION
CONTRACT NO: CI-TK-0033**

Site Inspection Certificate

This is to certify that I,

Representing
Company

Position

Visited the site on

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

Name Tenderer's Representative	Position	Signed

Name of Tenderer	Date

Name of Employer's Representative	Signature	Date

Contractor

Witness for Contractor

Employer

Witness for Employer

**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK, TSITSIKAMMA SECTION
CONTRACT NO: CI-TK-0033**

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

Signature of Contractor

Date

Comments:

Contractor

Witness for Contractor

Employer

Witness for Employer

CONTRACT PARTICIPATION GOAL: SUB-CONTRACTING TO EMEs and QSE

Contractor's Acknowledgement:

I, _____ representing
_____ (Contractor), acknowledge and
have made the relevant provision in the tender pricing for any and all costs involved to appoint and
manage sub-contractors to achieve the following:

- EME's and QSE's with at least 51% black ownership
- From the local area within 100km of the Tsitsikamma Section of Garden Route National Park
- 15% of the total contract value to be paid to these sub-contractors
- Preference will be given to women and youth owned EME's and QSE's

Signature of Contractor

Date:

Comments:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SBD 4 DECLARATION OF INTEREST

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

2.7 Are you or any person connected with the bidder presently employed by 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:

Contractor

Witness for Contractor

Employer

Witness for Employer



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

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

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

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

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

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

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

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

2.11.1 If so, furnish particulars:
.....
.....
.....
.....
.....
.....
.....
.....
.....

[Empty box for Contractor signature]

Contractor

[Empty box for Witness for Contractor signature]

Witness for Contractor

[Empty box for Employer signature]

Employer

[Empty box for Witness for Employer signature]

Witness for Employer

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

Full Name	Identity Number	Personal Tax Number	Income Reference	State Employee Number / Persal 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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Contractor

Witness for Contractor

Employer

Witness for Employer

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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 value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable;

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.4 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.

1.5 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 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 authorised 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;

Contractor

Witness for Contractor

Employer

Witness for Employer

- (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

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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:

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

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 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.

Contractor

Witness for Contractor

Employer

Witness for Employer

SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

6.2.1 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		NO	
-----	--	----	--

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

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		
OR		
Any EME		
Any QSE		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

7.6 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



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

7.8 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

Contractor

Witness for Contractor

Employer

Witness for Employer

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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, 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.	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"/>
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:		

Contractor

Witness for Contractor

Employer

Witness for Employer

SBD 8

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.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

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 consortium³ 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.

³ 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.

Contractor

Witness for Contractor

Employer

Witness for Employer

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

C: The Contract

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**



Part C1: Agreement and Contract Data

Contractor

Witness for Contractor

Employer

Witness for Employer



**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK, TSITSIKAMMA SECTION
CONTRACT NO: CI-TK-0033**

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT, TSITSIKAMMA SECTION OF THE GARDEN ROUTE NATIONAL PARK
CONTRACT NO: CI-TK-0033**

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)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning a copy of this acceptance form to the tenderer 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)		Date	
Name(s)			
Capacity			
For the Tenderer			
Name of tenderer (Company)			
Address of tenderer			
Name of witness			
Signature of witness		Date	

Contractor

Witness for Contractor

Employer

Witness for Employer

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

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

The terms of the contract, are contained in:

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

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

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

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer

**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK, TSITSIKAMMA SECTION
CONTRACT NO: CI-TK-0033**

C1.2 Contract Data

[Use for JBCC Series 2000 Principal Building Agreement (Edition 6.2) May 2018]

The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 6.2) of May 2018) published by the Joint Building Contracts Committee.

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

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

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

The variations to the JBCC Principal Building Agreement are:

Clause	Variation
1.1	<p>Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:</p> <p>AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties, to be read in conjunction with the JBCC PBA.</p> <p>BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p>CONSTRUCTION PERIOD means the period commencing on the date that the agreement made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion.</p> <p>CONTRACT DOCUMENTS means the agreement and all documents referenced therein.</p> <p>CONTRACT DRAWINGS means the drawings listed in the Scope of Work.</p> <p>CONTRACT PARTICIPATION GOALS means the contractors obligation as stipulated in the Contract Data [CD]</p> <p>CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.</p> <p>SCHEDULE means the variables listed in the Contract Data.</p> <p>INTEREST means the interest rate applicable on overdraft facilities as charged by First National Bank to SANParks on the first calendar day of each month shall be used in calculating the interest due for such month.</p>
2.1	<p>Clause 2.1 is amended as follows:-</p> <p><u>The contractor shall comply with the law and employers contract participation goals [CD], obtain permits, licences and approvals required and pay related charges for the execution of the works [17.1.4]. The employer shall comply with the law [CD], obtain permits, planning, building or similar permissions and pay charges for the works other than those which are the responsibility of the contractor [26.4.1].</u></p>
5.2	<p>Clause 5.2 is amended by the addition of the following to the end thereof:-</p> <p>“The parties shall sign the original agreement and shall each be issued with a copy thereof by the employer’s agent. The original signed agreement shall be held by the employer’s agent.”</p>
6.0	<p>Clause 6.0 is amended by adding Clause 6.7 as follows :-</p>

Contractor

Witness for Contractor

Employer

Witness for Employer

Clause	Variation
6.7	<p>6.7 The authority of the principal agent to issue contract instructions or to perform duties as may be required for the relevant aspects of the works is delegated to the other agents as follows:-</p> <p>6.7.1 Architects</p> <p>The Architects is responsible for the architectural design, functional design and quality control. Without derogating from the generality thereof the Architects shall perform the following specific functions and duties:-</p> <p>6.7.1.1 Give opinion on aspects of the works which are not in accordance with the agreement.</p> <p>6.7.1.2 Supply the specified number of drawings.</p> <p>6.7.1.3 Be responsible for the design of the works.</p> <p>6.7.1.4 Be responsible for primary coordination of design elements</p> <p>6.7.1.5 Receive and accept design documentation undertaken by nominated or selected subcontractors.</p> <p>6.7.1.6 Issue contract instructions to the contractor regarding:</p> <p>6.7.1.6.1 Alteration to design, quality or quantity of the works provided that such contract instruction shall not substantially change the scope of the works.</p> <p>6.7.1.6.2 Removal of any materials and goods from the site and the substitution of any other materials and goods.</p> <p>6.7.1.6.3 Removal or re-execution of any work.</p> <p>6.7.1.6.4 Opening up of work for inspection.</p> <p>6.7.1.6.5 Testing of work and materials and goods.</p> <p>6.7.1.6.6 Protection of the works.</p> <p>6.7.1.6.7 Making good physical loss and repairing damage to the works.</p> <p>6.7.1.6.8 The lists for practical completion, works completion, final completion and defects.</p> <p>6.7.1.6.9 Compliance with acts of parliament, regulations and bylaws.</p> <p>6.7.1.7 Witness the handing over to the contractor of pegs, beacons and datum level.</p> <p>6.7.1.8 Define levels and provide the contractor with the necessary information to set out the works.</p> <p>6.7.1.9 Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.</p> <p>6.7.1.10 Inspect the works for practical completion.</p> <p>6.7.1.11 Issue practical completion list and re-inspect upon request of contractor.</p> <p>6.7.1.12 Issue works completion list.</p> <p>6.7.1.13 Inspect the works for works completion upon request of contractor.</p> <p>6.7.1.14 Inspect the works at the end of the defects liability period.</p> <p>6.7.1.15 Issue a defects list and re-inspect upon request of contractor. Acceptance in principle of design by nominated or selected subcontractors.</p> <p>6.7.2 Quantity Surveying Service Provider (QSSP)</p> <p>The QSSP is responsible for all measurements, valuations, financial assessments and all other Quantity Surveying and cost control functions. Without derogating from the generality thereof, the QSSP shall perform the following specific functions and duties:</p> <p>6.7.2.1 Consult with the contractor in correction of rates for errors and discrepancies.</p> <p>6.7.2.2 Prepare the final account.</p> <p>6.7.2.3 Prepare the monthly recovery statement.</p> <p>6.7.2.4 Complete the contract document and arrange for the signing thereof.</p> <p>6.7.2.5 Hold a signed set of the agreement and all the documents referred therein.</p>

Contractor

Witness for Contractor

Employer

Witness for Employer

Clause	Variation
	<p>6.7.2.6 Identify any changes to the Standard JBCC Documentation in the Contract Data and determine any loss and expense caused to the contractor caused by non-disclosure thereof.</p> <p>6.7.2.7 Deal with amounts paid by the contractor to authorities having jurisdiction over the works.</p> <p>6.7.2.8 Measure and value the making good of physical loss or damage.</p> <p>6.7.2.9 Issue contract instructions to the contractor regarding:</p> <p>6.7.2.9.1 Rectification of discrepancies, errors in description or omissions in the agreement and the documents referred to therein.</p> <p>6.7.2.10 Furnishing proof of payment to nominated and selected subcontractors.</p> <p>6.7.2.11 Budgetary Allowances and work executed by the contractor there under.</p> <p>6.7.2.12 Contingency and other monetary provisions included in the Bills Of Quantities.</p> <p>6.7.2.13 Prepare nominated and selected subcontract tender documents.</p> <p>6.7.2.14 Receive proof from the contractor that the contractor's payment obligations have been met in respect of nominated and selected subcontractors.</p> <p>6.7.2.15 Act on employers instructions to pay nominated and selected subcontractors directly.</p> <p>6.7.2.16 Adjustment of the contract value in respect of a revision to the date of practical completion.</p> <p>6.7.2.17 Calculate penalties for non-completion.</p> <p>6.7.2.18 Valuation of payment claims for payment certificates.</p> <p>6.7.2.19 Authorize or otherwise the removal of materials or goods from site by the contractor where these have been paid for.</p> <p>6.7.2.20 Calculate compensatory and penalty Interest due to the parties.</p> <p>6.7.2.21 With each payment certificate issue :-</p> <p>6.7.2.21.1 Details of amounts certified for each nominated or Selected Subcontractor</p> <p>6.7.2.21.2 Notification to each nominated and selected subcontractors showing the formulation of sub-contract amount included in payment certificates.</p> <p>6.7.2.21.3 A statement to the employer and contractor showing the total amount certified and all adjustment amounts.</p> <p>6.7.2.21.4 Determine the value of adjustments to the contract value.</p> <p>6.7.2.21.5 Receive from the contractor details of expense and loss claims and assess such claims.</p> <p>6.7.2.21.6 Issue recovery statement with payment certificate.</p> <p>6.7.2.22 Prepare the final account and submit to contractor.</p>
	<p>6.7.3 Employer's appointed consulting engineers</p> <p>The appointed consulting engineers is responsible for all aspects of engineering design and quality control. Without derogating from the generality thereof, the engineers will perform the following specific functions and duties in respect of all aspects of the works:-</p> <p>6.7.3.1 Give opinion of aspects of the works which are not in accordance with the agreement.</p> <p>6.7.3.2 Supply the specified number of drawings.</p> <p>6.7.3.3 Issue instructions</p> <p>6.7.3.4 Be responsible for the design of the works.</p> <p>6.7.3.5 Receive and accept design and design documentation undertaken by nominated or selected</p> <p>6.7.3.6 subcontractors.</p> <p>6.7.3.7 Issue contract instruction to the contractor regarding:</p>

Contractor

Witness for Contractor

Employer

Witness for Employer



Clause	Variation
	<p>6.7.3.7.1 Alteration to design, quality or quantity of the works provided that such contract instruction shall not substantially change the scope of the works.</p> <p>6.7.3.7.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefore.</p> <p>6.7.3.7.3 Removal or re-execution of any work.</p> <p>6.7.3.7.4 Opening up of work for inspection</p> <p>6.7.3.7.5 Testing of work and materials and goods.</p> <p>6.7.3.7.6 Protection of works.</p> <p>6.7.3.7.7 Making good physical loss and repairing damage to the works.</p> <p>6.7.3.8 Compliance with acts of parliament, regulations and bylaws.</p> <p>6.7.3.9 Define levels and provide the contractor with the necessary information to set out the works.</p> <p>6.7.3.10 Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.</p> <p>6.7.3.11 Inspect the works for practical completion.</p> <p>6.7.3.12 Inspect the works for works completion upon request of contractor.</p> <p>6.7.3.13 Inspect the works at the end of the defect liability period.</p> <p>6.7.3.14 Acceptance in principle of design by nominated or selected subcontractors."</p>
9.0	<p>Clause 9.0 is amended by adding Clause 9.1.4.</p> <p>"9.1.4 The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment or part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the contractor in the price and shall be paid by him to those to whom they may be due or payable. The contractor shall reimburse the employer for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the employer in connection with investigation, defending or settling any Losses in connection with pending or threatened litigation in which the employer is a party."</p>
16.0	<p>Clause 16.0 is amended by adding Clause 16.4 and 16.5</p> <p>16.4 The employer reserves the right to pay direct (i.e. not through the contractor) all or any permanent connections to local or other authority services. In the event of the employer paying direct for these charges the contractor will not be entitled to a ten percent (10%) mark-up in terms of Clause 32.4. All such provisional amounts included in the Total of prices in the Form of Offer and Acceptance will be omitted.</p> <p>16.5 The contractor shall not be entitled to any percentage, profit or discount on the value of any work executed by "direct contractors" but shall nevertheless allow these direct contractors and the employer's employees to have access to the works, allocate reasonable space in the building for the storage of their materials, tools and equipment and coordinate via the principal agent the work of such direct contractors as necessary, all to the satisfaction of the principal agent. The contractor shall allow the direct contractors, etc., to use, free of charge, the latrine accommodation and water and power supply on the site and shall not in any way hinder or prevent the execution of their work.</p>
17.0	<p>Clause 17.1.4 is amended as follows:</p> <p>17.1.4 Compliance with the law, regulations, bylaws and contract participation goals as set out by the employer [2.1]</p>

Contractor

Witness for Contractor

Employer

Witness for Employer



Clause	Variation
19.0	<p>Clause 19.0 is amended by adding the following clauses:</p> <p>19.8 Acceleration</p> <p>19.8.1 To accelerate the works in order to mitigate the need for a revision to the date of practical completion, where caused by a delay will be adjudicated by the Principle Agent under the provisions of [23.1 to 23.2]</p> <p>19.8.2 Upon receipt of such instruction, the contractor shall take all necessary steps to ensure that the works are completed timeously including reprogramming and possibly the provision, by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The contractor shall prove that such steps are being taken if called upon to do so.</p>
25.10	<p>Replace clause 25.10 with the following:</p> <p>The employer shall pay the contractor the amount certified in an issued payment certificate on the 21st day of the following month of the date of the issue of the payment certificate including default interest and/or compensatory interest Contractor's. Payment shall only be made following receipt by the employer of both the original payment certificate and the contractor's tax invoice.</p>
26.9.4	Delete sub-clause 26.9.4
30	<p>Replace clause 30 with the following:</p> <p>30.0 DISPUTE RESOLUTION</p> <p>Settlement by the parties</p> <p>30.1 Should any disagreement arise between the employer (or the principal agent or an agent) and the contractor arising out of or concerning the action or inaction of the employer (or the principal agent or an agent) or the contractor, or any other matter concerning this agreement (including the validity thereof), either party may give notice of disagreement to the other. The parties shall attempt to resolve such disagreement between them and record resolution in writing signed by them.</p> <p>30.2 Where the disagreement is not resolved within twenty (20) working days of receipt of the notice of disagreement, the disagreement shall be deemed to be a dispute.</p> <p>30.3 The dispute shall be referred to mediation within twenty (20) working days of the expiry period [30.2] by means of a notice of mediation by the party (the referring party) which gave the notice of disagreement.</p> <p>MEDIATION</p> <p>30.4 Where a dispute is referred to Mediation:</p> <p>30.3.1 The mediation shall be administered by the Association of Arbitrators Southern Africa ("AoA"). The applicable AoA rules, at the time of declaring the dispute, shall apply to the mediation process.</p> <p>30.3.2 The referring party shall issue notice of mediation and such notice shall clearly define the scope of the dispute to be resolved.</p> <p>30.3.3 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.</p> <p>30.3.4 Should the parties not resolve the dispute through mediation, then either party shall refer the dispute to adjudication.</p>

Contractor

Witness for Contractor

Employer

Witness for Employer

Clause	Variation
	ADJUDICATION
30.4	Where a dispute is referred to adjudication:
30.4.1	The referring party shall issue notice of adjudication and such notice shall clearly define the scope of the dispute to be resolved by the arbitration and not by adjudication.
30.4.2	The adjudicator shall be nominated by the nomination body [CD] or shall be deemed to have been appointed by the parties.
30.4.3	The applicable rules, including amendments included herein which shall take precedent, shall be stated [CD] or shall be by agreement between the parties and the adjudicator, failing which the rules shall be determined by the adjudicator. Neither party shall be entitled to legal representation, unless otherwise agreed in writing by the parties.
30.4.4	A determination given by the adjudicator shall be immediately binding upon and implemented by the parties notwithstanding that either party may give notice to refer the dispute to arbitration.
30.4.5	Where the adjudicator has given a determination, either party may give notice of dissatisfaction to the other party and to the adjudicator within twenty (20) working days of receipt of the determination, or an extended time period provided in the applicable rules for adjudication, whereafter such dispute shall be referred to arbitration.
30.4.6	Where the adjudicator has not given a determination within the time period allowed or extended time period provided in the applicable rules for adjudication either party may give notice to the other party and to the adjudicator that if such determination is not received within ten (10) working days of receipt of this notice his appointment is thereupon automatically terminated and such dispute shall be referred to further adjudication or arbitration, at the option of the referring party
30.4.7	The adjudicator shall not be eligible for subsequent appointment as the arbitrator.
	ARBITRATION
30.5	Where the dispute is referred to arbitration:
30.5.1	Arbitration shall not be construed as a review or appeal of an adjudicator's determination. Any determination by the adjudicator shall remain in force and continue to be implemented unless and until overturned by the arbitration award.
30.5.2	The resolution of the dispute shall commence now.
30.5.3	The referring party in the adjudication shall be the claimant in the arbitration.
30.5.4	The arbitrator shall be nominated by the nominating body [CD] and shall be deemed to have appointed by the parties.
30.5.5	The applicable rules shall be stated [CD] or shall be by agreement the parties and the arbitrator, failing which the rules shall be determined by the arbitrator.
30.5.6	The arbitrator shall have the authority to finally determine the dispute including the authority to make, open up and revise and certificates, opinion, decision, determination, requisition or notice relating to the dispute as if no such certificate, opinion, decision, determination, requisition or notice had been issued or given.
30.5.7	The arbitrator's award shall be final and binding on the parties.
	General
30.6	The employer consents to the joining of any subcontractor with the contractor as a party to any proceedings.

Contractor

Witness for Contractor

Employer

Witness for Employer

Clause	Variation
30.7	Where the parties fail to specify a body to nominate the adjudicator [1.6.1] or the arbitrator [1.7.4] the referring party shall have the right to choose a local recognised body to suggest one or more persons with appropriate skills to be appointed as an adjudicator or an arbitrator. Such nomination shall be binding on the parties.
30.8	The parties shall continue to perform their obligations in terms of this agreement, notwithstanding any disagreement or dispute that exists between them.
30.9	This clause shall, to the extent necessary to fulfil its purpose, exist independently of this agreement.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Part 1: Contract Data completed by the Employer

Clause	Item and data
1.2	<p>Particulars of Employer</p> <p>Name: South African National Parks</p> <p>Physical Address: 643 Leyds Street, Muckleneuk, PRETORIA,0002</p> <p>Postal address: PO Box 787, PRETORIA, 0001</p> <p>Telephone: (012) 426 5126</p>
5.1	<p>Particulars of Principal Agent</p> <p>Name: FC Holm CC</p> <p>Physical Address: 3 Varing Avenue, George Central, George, 6530</p> <p>Postal address: 3 Varing Avenue, George Central, George, 6530</p> <p>Telephone: (044) 874 1606</p>
1.1	<p>The scope of work is for the redevelopment of the new Storms River Mouth Restaurant Precinct and will consist of the following new buildings and areas:</p> <ul style="list-style-type: none"> • Main building, consisting of an entrance foyer / information area, restaurant, curio shop, viewing deck, kitchen and other services areas and public amenities. • Activity center, consisting of shops / briefing room, changing areas, storage area and staff amenities. • Boat house with space for three boats, offices and storage. • Upgrade of the existing beach boma. • Sewer pump station and other related civil services installations. • Stand-by generator and other related electrical services installations. <p>a) All other associated site works and civil installations</p>
1.1	The site comprises Restaurant Precinct at Stormsriver Rest Camp in Tsitsikamma section in Garden Route National Park.
41.0	The Employer is an organ of State
31.11.2	The interest rate applicable is the interest rate on overdraft facilities as charged by First National Bank to SANParks.
11.2	Lateral support insurance is to be effected by the contractor .
26.1.2	Extended defects liability period will apply to the following elements: n/a
15.2.1	Possession of the site is to be given within three days of the contractor providing the employer with construction guarantees in accordance with the provisions of 11.0.
15.3	<p>The period for the commencement of the works after the contractor takes possession of the site is: Seven (7) working days.</p> <p>For the works as a whole: The anticipated contract period for the completion of the works is 26 months. The penalty per calendar day is: R 5.000 /day</p>
1.2	The law applicable to the agreement shall be that of the Republic of South Africa.
10.1, 10.2, 12.1	Contract insurance is to be effected by the contractor .
10.1, 10.2, 12.1	Contract works insurance is to be effected by the contractor for a sum not less than the total of prices in the Form of Offer and Acceptance with a deductible in an amount that the contractor deems appropriate.

Contractor

Witness for Contractor

Employer

Witness for Employer

Clause	Item and data
10.1, 10.2, 12.1	The following supplementary insurance is required: SASRIA insurance to be effected by the contractor For an amount equal to the gross tendered value inclusive of VAT plus 30% for fees and escalation. Full Final estimated value of the works including fees and escalation. With a deductible equal to the amount as determined by the contractors insurance company.
1.1, 12.1	Public liability insurance to be effected by the contractor For an amount equal to the gross tendered value inclusive of VAT plus 30% for fees and escalation. With a deductible equal to the amount as determined by the contractors insurance company.
1.1, 12.1	Support insurance to be effected by the contractor .
3.3, 15.1.3, 31.16.2	A waiver of the contractor's lien or right of continuing possession is required.
3.7	One copy of the construction document and one copy of the construction drawings are to be supplied to the contractor free of charge.
3.4	JBCC Engineering General Conditions are not to be included in the contract document.
31.3	Contractor's Monthly claims for payment shall be submitted to the QSSP on the 21st day of each month (contractor to ensure that applications for payment from subcontractors are received on the 20th day of each month), following which the QSSP shall submit his valuation to the principal agent within 14 days. The payment shall be made by the employer to the contractor on the 21st day of the following month or the next working day should the 21st fall on a weekend. Payment shall only be made following receipt by the employer of both the original payment certificate and the contractor's tax invoice.
31.5.3	The contract value is not to be adjusted.
14.5	The security to be provided by the contractor is a Fixed Construction Guarantee with a Payment Reduction
30.0	Default dispute resolution process shall be by mediation, then adjudication and if required, arbitration.

CONTRACT PARTICIPATION GOAL

2.1 17.1.4	<p>Contract Participation Goals (CPG) Targets</p> <p>Tenderers are required to subcontract a minimum of 15% of the contract value to EMEs or QSEs that are 51% black owned Within a radius of 100km of the site address.</p> <p>The Contractor shall allow in his pricing for the implementation of the above CPG targets. The Contractor must also allow for the provision of monthly reports (as per the attached example) to specify their achievements with regards to the CPG targets.</p>
2.1 17.1.4	<p>Sanctions in the event of Non-Compliance</p> <p>Achievement towards the tendered Contract Participation Goal (CPG) will be monitored against the individual contributions for targeted enterprises and targeted labour. Achievement shall be measured on a month by month basis against each of the individual tendered CPG targets. Penalties shall be applied as outlined hereinafter calculated according to the shortfall of each of the individual tendered CPG targets upon completion of the contract.</p> <p>In the event that the Contractor fails to substantiate that any failure to achieve each individual Contract Participation Goal (CPG) relating to the tendered target goal was due to quantitative underruns, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties (P) in an amount determined in accordance with the following formula::</p> $P = 0.5 \times \frac{(D - D_0)}{(100)} \times N_A$

Contractor

Witness for Contractor

Employer

Witness for Employer

	<p>Where D = tendered Contract Participation Goal (15) percentage. Do = the Contract Participation Goal (percentage) which the Employer's Representative, based on the credits passed, certifies as being achieved upon completion of the Contract. NA = Net Amount, being Tender Sum excluding VAT, contingencies, escalation, provisional sums and prime cost items. P = Rand value of penalty payable</p>
--	--

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK, TSITSIKAMMA SECTION
CONTRACT NO: CI-TK-0033**

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer

C1.3 Construction Guarantee

[Use for JBCC Series 2000 Principal Building Agreement (Edition 6.2) May 2018]

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means.....

Physical address.....

.....

Guarantor's signatory 1 Capacity.....

Guarantor's signatory 1 Capacity.....

Employer means The South African National Parks

Contractor means

Agent means SANParks Infrastructure and Special Projects Unit

Works means Construction of Restaurant and Other Structures at the Tsitsikamma Restaurant Precinct

Development Tsitsikamma Restaurant Precinct Development

Site means Tsitsikamma Restaurant Precinct, Stormsriver Rest Camp, Tsitsikamma Section, Garden Route National Park

Agreement means the JBCC Series 2000 Principal Building Agreement (Edition 6.2) May 2018

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

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

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

AGREEMENT DETAILS

Sections: Total Sections _____ Last Section _____

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

1. FIXED CONSTRUCTION GUARANTEE

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

GUARANTOR'S LIABILITY

Maximum Guaranteed Sum (not exceeding 5% of the contract sum) in the amount of:

Amount in words: _____

PERIOD OF LIABILITY

From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction shall expire

Contractor

Witness for Contractor

Employer

Witness for Employer

2. The Guarantor hereby acknowledges that:
 - 2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.
 - 2.2 Its obligation under this Guarantee is restricted to the payment of money.
 - 2.3 Reference to a recovery statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent
3. Subject to the Guarantor's maximum liability referred to in clause 1.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.1 to 3.3:
 - 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.
 - 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 3.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor.
 - 3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.0.
4. Subject to the Guarantor's maximum liability referred to in clause 1.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:
 - 4.1 Agreement has been cancelled due to the Contractor's default and that the Construction Guarantee is called up in terms of clause 4.0. The demand shall enclose a copy of the notice of cancellation; or
 - 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up in terms of clause 4.0. The demand shall enclose a copy of the court order.
5. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3.0 and 4.0 shall not exceed the Guarantor's maximum liability in terms of clause 1.0.
6. Where the Guarantor is a registered insurer and has made payment in terms of clause 4.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
7. Payment by the Guarantor in terms of clause 3.0 or 4.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
9. The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
10. This Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired.
11. This Guarantee, with the required demand notices in terms of clauses 3.0 or 4.0, shall be regarded as a liquid document for the purpose of obtaining a court order.
12. Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Signed at Date

Guarantor's Signatory 1 Guarantor's Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**



C1.4 Adjudicator's Contract

[Use for JBCC Series 2000 Principal Building Agreement (edition 6.2) May 2018]

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

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC Series 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.
* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC Series 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC Series 2000 Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavor to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED
by:
Name:

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

Date:

SIGNED
by:
Name:

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

Date:

SIGNED by:
Name:

the Adjudicator in the presence of
Witness:
Name:
Address:

Date:

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract Data

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

* Delete as necessary

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C2: Pricing data

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

**TSITSKAMA RESTAURANT PRECINCT
GARDEN ROUTE NATIONAL PARK
CONTRACT NO: CI-TK-0033**

C2.1 Pricing Instructions

[Use for JBCC Series 2000 Principal Building Agreement (Edition 6.2) May 2018]

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work published and issued by the Association of South African Quantity Surveyors (Seventh Edition (Revised)), 2015. Where applicable the:
 - a. Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardized Specifications for Civil Engineering Works.
 - b. Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors, July 2005).
 - c. Electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
7. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
8. The rates contained in the Bill of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
9. Rates for work of similar description occurring in different sections of the Bill of Quantity shall be identical.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

10. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
11. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
12. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities.
13. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
14. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract
15. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
16. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a. an amount which is not to be varied, namely Fixed (F)
 - b. an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c. an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
17. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a. 10 percent is Fixed;
 - b. 15 percent is Value Related
 - c. 75 percent is Time Related.
18. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**



C2.2 Bill of Quantities

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C3: Scope of Work

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

**TSITSKAMA RESTAURANT PRECINCT
GARDEN ROUTE NATIONAL PARK
CONTRACT NO: CI-TK-0033**

C3.1 Scope of Work

[Use for JBCC Series 2000 Principal Building Agreement (edition 6.2) May 2018]

1	DESCRIPTION OF THE WORKS
1.1	Employer’s objectives
	The construction of the new Tsitsikamma Restaurant Precinct Development in Tsitsikamma Section, Garden Route National Park including the construction of a new restaurant, shop building, activity center, boat house, public ablutions, upgrading of existing facilities, civil service installations and electrical service installations.
1.2	Overview of the works
	<p>The scope of work is for the redevelopment of the new Storms River Mouth Restaurant Precinct and will consist of the following new buildings and areas:</p> <ul style="list-style-type: none"> • Main building, consisting of an entrance foyer / information area, restaurant, curio shop, viewing deck, kitchen and other services areas and public amenities. • Activity center, consisting of shops / briefing room, changing areas, storage area and staff amenities. • Boat house with space for three boats, offices and storage. • Upgrade of the existing beach boma. • Sewer pump station and other related civil services installations. • Stand-by generator and other related electrical services installations. • All other associated site works and civil installations
1.3	Extent of the works
	As above
1.4	Location of the works
	Stormsriver Restaurant Precinct, Tsitsikamma Section, Garden Route National Park
1.5	Temporary works
	<p>The temporary works required to be executed by the contractor includes but is not limited to:</p> <ul style="list-style-type: none"> - Hoarding for site enclosure - Construction of abluion facilities - Access to and from site for daily activities - Diversion and uninterrupted supply of sewer connections, including sewer pump <p>The contractor must make reference to “Drawing No 484512/44/01/101/01-A Demolition Works and Temporary Work” is to avail itself of all temporary works required for the duration of the project works as the employer will not be held liable for any additional claims where contractor is to be aware hereof.</p>
2	DRAWINGS
2.1	See drawing List
3	PROCUREMENT
3.1	Subcontracting
3.1.1	Scope of mandatory subcontractor work
	<p>Tenderers are informed that a contract participation goal is included. Sub-contracting of local EME’s and QSE’s that 51% black owned within 100km radius of Tsitsikamma Section, Garden Route National Park must achieve 15% of the total contract value. Preferences should be given to youth and women owned EME’s and QSE’s</p> <p>Information on local EME’s and QSE’s is included in the tender document. The tenderer can also use EMES’ and QSE’s not on the list that complies with the criteria.</p>
3.1.2	Preferred subcontracting / suppliers
	n/a

Contractor

Witness for Contractor

Employer

Witness for Employer



3.1.3	<p>Subcontracting procedures n/a</p>				
4	<p>CONSTRUCTION</p>				
4.1	<p>Applicable SANS 2001 standards for construction works SANS 10142-1 of 2006 SABS 0400 SANS 1200</p>				
4.2	<p>Applicable national and international standards SANS SABS</p>				
4.3	<p>Certification by recognised bodies All certification must be submitted to Technical Services of SANParks for approval</p>				
4.4	<p>Agreement certificates Alternative materials with Agreement Certificates must be submitted to Technical Services SANParks for approval prior to work commencing</p>				
4.5	<p>Plant materials and equipment supplied by the employer Nil</p>				
4.6	<p>Services and facilities provided by the employer</p> <ul style="list-style-type: none"> • Water: Option A as hereinafter defined • Electricity: Option A as hereinafter defined • Telecommunication services: All communication must be provided by contractor. • Ablution facilities: No Ablution facilities available. Chemical toilets to be provided by contractor. • Medical / first aid facilities: to be provided by contractor • Fire protection services: to be provided by contractor for area of the works 				
4.7	<p>Other facilities and services All temporary facilities to be provided by contractor</p>				
5	<p>MANAGEMENT OF THE WORKS</p>				
5.1	<p>Applicable SANS 1921 standards</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"> 1) SANS 1921 – 1: General engineering and construction works 2) SANS 1921 – 5: Earthworks activities which are to be performed by hand <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" data-bbox="256 1861 1514 1980"> <tr> <td colspan="2" data-bbox="256 1861 1514 1921" style="text-align: center;">SANS 1921-1, General engineering and construction works</td> </tr> <tr> <td data-bbox="256 1921 408 1980">Clause</td> <td data-bbox="408 1921 1514 1980" style="text-align: center;">Specification data</td> </tr> </table>	SANS 1921-1, General engineering and construction works		Clause	Specification data
SANS 1921-1, General engineering and construction works					
Clause	Specification data				

Contractor

Witness for Contractor

Employer

Witness for Employer



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 Engineers.
4.3.1	<p>The planning, programme and method statements are to comply with the following:</p> <ol style="list-style-type: none"> 1. Immediately on award of the Contract and prior to commencement on site, the Contractor, in conjunction with the Principal Agent, shall agree the working Programme covering the first month of the Construction Period. During the first month of the Construction Period the Contractor shall prepare and draw up in conjunction with the Principal Agent the Programme for the balance of the Works in accordance with the conditions stated below. 2. The Principal Agent shall have the right to modify such Programme to accommodate changes necessary in his opinion for coordinating the project as a whole. Any cost implications relating to such modification shall be dealt with in accordance with the provisions of the Agreement. 3. This Programme shall be drawn up in accordance with the dates given herein for possession, sectional completion and Practical Completion and shall be in sufficient and approved detail to ensure control over the work. 4. Notwithstanding the fact that the Programme has been prepared in conjunction with the Principal Agent, the Contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the Programme, and the implementation thereof. 5. The Programme shall be compiled based on the Critical Path Method of programming and the critical activities are to be clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically agreed otherwise by the Principal Agent. The Programme will be processed on the Principal Agents system and the Contractor shall provide all the co-operation necessary to achieve this. 6. Documentation will not be available in complete detail at the commencement stage. However the Contractor, in conjunction with the Principal Agent, shall plan the Works on provisional information, to an agreed level of detail relating to the level of detailed information available and with sufficient scope to include future detail without disrupting the basic logic as initially agreed. The quantities contained in this document are provisional and shall be utilized as a guide only for the drawing up of the Programme. Where assumptions are made in regard to programming aspects, such assumptions shall be agreed by the Contractor and the Principal Agent, and suitably recorded in the Programme. 7. Should circumstances change to the extent where the Contractor is of the opinion that changes to the Programme are required, then the Contractor shall make written request to the Principal Agent for such changes, clearly identifying the reasons for requiring such change. The Contractor and Principal Agent shall thereafter agree such changes, if any. Should the Principal Agent be of the opinion that the Programme requires revisions, and notwithstanding the fact that a request for such revision has not been received from the Contractor, the Principal Agent shall be entitled to instruct the Contractor to revise the Programme accordingly, unless the Contractor can submit reasonable justification for not doing so. Any acceleration and/or special measures sanctioned by the Principal Agent together with associated effects shall be incorporated in a revision to the Programme. 8. The Contractor and the Principal Agent shall, at regular intervals not exceeding one month, agree the state of progress of the Works relative to the latest agreed revision of the Programme. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time. 9. In addition to and based on the Programme systems and format dictated above, the Contractor shall devise Detailed Working Programmes. These shall be drawn up on a regular basis (at least monthly), to the satisfaction of the Principal Agent. Such Working Programmes shall at all times relate to the constraints of the current Programme. 10. Notwithstanding anything to the contrary contained herein the Principal Agent at all times reserves the right to direct the order in which the various parts of the Contract are to be executed. The

Contractor

Witness for Contractor

Employer

Witness for Employer



	<p>Contractor shall give priority to any individual section or portion of the Works that, in the opinion of the Principal Agent, requires to be expedited.</p> <p>11. Should the Contractor and/or Principal Agent be of the opinion that such instruction warrants a revision to the Programme, then the provisions of 7 above shall apply.</p> <p>12. Should it appear, in the Principal Agent's opinion, that work in any area is not being executed in accordance with the requirements of the Programme, the Contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to Programme to the satisfaction of the Principal Agent.</p>
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 required.
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 Principal Agent may require.</p> <p>Upon request of Principal Agent</p>
4.14.1	Contractor will not be allowed to set up accommodation on site. Contractor to provide own accommodation and transport of workers outside of the park
4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <p>Nil</p>
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	A Construction sign board and necessary H&S sign/notice boards are required. All signboards need to be approved / accepted by the Employer prior to erection.
4.17.1	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <p>Nil</p>
4.17.3	Services which are known will be pointed / are to be pointed out on site by the Employer.
4.17.4	<p>The requirements for detection apparatus are:</p> <p>No as-built drawings exist</p>
4.18	<p>The following standards and specifications shall be in addition to the provisions of 4.18:</p> <p>The Occupational Health and Safety Act 85 of 1993 and its Construction Regulations 2014. Said act and regulations are not attached. Health and Safety Specifications for SANParks - Tsitskama</p>

Contractor

Witness for Contractor

Employer

Witness for Employer



	Restaurant Precinct Garden Route National Park. (Said Specification is attached as Annexure A of the Scope of Work)
4.19	The following standards and specifications shall be in addition to the provisions of 4.19: 1. The <u>Environmental Management Plan (EMP) for Construction Activities in SANParks Projects</u> Said specification is attached as Annexure B of the Scope of Works.
4.22	The works to be undertaken by nominated and selected subcontractors comprise: Nil
Variations	
1	Replace 4.1.9 with the following: All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the Employer. The Contractor together with his Subcontractors shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.
2	Replace 4.9.3 with the following: Trees and shrubs shall not be removed, cut back or disturbed in any way without the consent of the principal agent. Specific requirements of the employer are described in the Scope Of Works.
3	Replace the heading of 4.12 with the following: “4.12 Materials, samples, fabrication drawings and overloading.”
4	Include the following after 4.1.2.5 “4.12.6 Overloading” The Contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the Works or temporary works. Any damage caused to the Works by overloading shall be made good by the Contractor at his sole expense.”
Additional Clauses	
1	<u>Prime Cost Amounts</u> All prime cost items are for material and goods delivered to site. The contract documents shall make provision for the contractor to separately price for overheads and profit and for taking delivery, unloading, checking against invoices and/or delivery notes, getting in, unpacking, storing, hoisting and fixing of such material and goods. The contractor shall check the quantity and condition of all materials and goods on taking delivery as any material and goods subsequently found missing or damaged shall be replaced at the contractor’s expense.
2	<u>Cash flow predictions</u> The contractor shall provide all reasonable assistance to the principal agent in the preparation of cash flow projections of claims for payment certificates. Cash flow predictions will be updated by the Contractor on monthly basis and will be submitted to Employer together with its progress claims. The projections shall be based on the programme. The cooperation of the contractor in terms of this item shall not prejudice his right to receive payment in terms of the agreement.
3	<u>Protection/isolation of existing /sectional occupied works</u> The contractor shall provide all reasonable temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.
4	<u>Security of the works</u> The contractor shall take all appropriate measures for general security of the works.
5	<u>Minimum requirements for construction equipment</u> Construction equipment must comply with all relevant legal requirements and must be adequate to execute the works.
6	<u>Deposits and fees</u>

Contractor

Witness for Contractor

Employer

Witness for Employer



	<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 : A b) Electricity : A</p> <table border="1"> <thead> <tr> <th rowspan="2">Service</th> <th colspan="3">Option</th> </tr> <tr> <th>A Contractor responsibility</th> <th>B Employer responsibility</th> <th>C</th> </tr> </thead> <tbody> <tr> <td>Water</td> <td>The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.</td> <td>The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.</td> <td>The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.</td> </tr> <tr> <td>Electricity</td> <td>The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / Eskom for the works at his own cost.</td> <td>The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / Eskom for the works at his own cost.</td> <td>The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.</td> </tr> </tbody> </table>	Service	Option			A 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.
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5.2.2	<p>Code of Conduct for working in the SANParks</p> <p>The document <i>Code of Conduct for Implementing a SANParks Project</i> is applicable to this contract, and is attached as Annexure C.</p>															
5.3	<p>Unauthorized Persons On Site</p> <p>The Contractor shall at all times strictly exclude all unauthorized persons from the Works.</p> <p>No workmen or laborers are to be allowed under any circumstances to sleep or deposit any kit on the premises. Unless a designated enclosed and secure camp site for accommodating the Contractors employees has been allocated and approved by the Park Officials.</p> <p>Furthermore, the Contractor shall take all measures necessary to ensure that no workmen are allowed into the building at any time after Practical Completion without the specific permission of the Principal Agent.</p>															
5.4	<p>Quality plans and control</p> <p>Quality inspections will be held at regular intervals. The contractor must notify the Principal Agent of any closure of works which must be inspected to confirm quality.</p>															
5.5	<p>Accommodation of traffic on public roads occupied by the contractor</p> <p>n/a</p>															
5.6	<p>Other contractors on site</p> <p>n/a</p>															

Contractor

Witness for Contractor

Employer

Witness for Employer

<p>5.7</p>	<p>Testing, completion, commissioning and correction of defects</p> <p>All testing and certification of the works will be done in accordance with the applicable governing regulations and the procedures for the following will be clarified at the site meeting:</p> <ul style="list-style-type: none"> • Use of the works before completion has been certified; • Handover / beneficial occupation; • Pre-commissioning and commissioning of the works or part thereof, before and after completion; • Certifying completion; • Start-up; operation of the works; special arrangements associated with operating plant and machinery, etc.; • Training and technology transfer; • Take over; • Operational maintenance (if any), after completion; • Work which contractors may carry out after completion has been certified (in addition to correcting defects); and • Arranging access for correction of defects
<p>5.7.1</p>	<p>Product warranties, guarantees and maintenance instructions/manuals</p> <p>The Contractor shall obtain and hand over to the Principal Agent on Practical Completion all relevant product warranties and guarantees, any operating and maintenance instruction manuals, data or instructions required by the Principal 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>5.7.2</p>	<p>Security at completion</p> <p>At completion, the Contractor shall leave the Works secure with all accesses locked. The Contractor shall account for and hand over to the Principal Agent all keys, properly labeled with an itemized schedule to be signed by the Principal Agent as receipt.</p>
<p>5.8</p>	<p>Recording of weather</p> <p>A record of rain and all other inclement weather should be kept on site.</p>
<p>5.9</p>	<p>Format of communications</p> <p>All site instructions should be in writing on the prescribed format and will not be an approved site instruction until the Principal Agent has signed it.</p> <p>All notifications of inspections and all requests for information should be in writing.</p>
<p>5.9.1</p>	<p>Site Instructions</p> <p>Contract Instructions issued on Site are to be recorded by the Principal Agent in a Site Instruction Book which will be issued by the Principal Agent and which shall be maintained on Site. Only Site Instructions issued in such book will be effected by the contractor.</p>
<p>5.10</p>	<p>Management meetings</p> <p>The schedule for the site meetings will be agreed upon at the site hand-over meeting.</p>
<p>5.10.1</p>	<p>Progress Meetings</p> <p>The Principal agent and contractor shall hold meetings related to the progress of the works at regular intervals and at such time as may be necessary. Subcontractors shall not be present at progress meetings unless specifically requested by the contractor or principal agent. The principal agent shall record and distribute the minutes of the meetings.</p>
<p>5.10.2</p>	<p>Technical meetings</p> <p>At the instance of the principal agent or the contractor meetings shall be held to deal with technical and subcontractor's coordination matters.</p>

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Witness for Contractor

Employer

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5.11	<p>Forms for contract administration</p> <p>All contract administration procedures will be agreed upon at the site hand-over meeting.</p>
5.12	<p>Electronic payments</p> <p>The contractor shall complete the Central Supplier Database to register on the National Treasury Database and provide the information in order to enable SANParks to pay him or her electronically.</p>
5.13	<p>Daily records</p> <p>Daily records must be kept of all workers employed on the site as per the attached Attendance Register – Annexure D. The attendance register must be submitted to the project manager together with the monthly certificates. The number of workers and person days should be calculated on these registers on a progressive monthly basis.</p>
5.14	<p>Bonds and guarantees</p> <p>All guarantees must be delivered to the SANParks Principal Agent.</p>
5.15	<p>Payment certificates</p> <p>The Principal Agent shall inspect all work and certify work done on a monthly basis. No payment shall be made for material on site. Material on site must be ceded to the employer and proof of payment to the supplier given to the employer before any payment of such material on site will be made.</p>
5.16	<p>Permits</p> <p>n/a</p>
5.17	<p>Proof of compliance with the law</p> <p>SANParks could request the contractor for proof that all aspects of South African Law are complied with.</p>
5.18	<p>Insurance provided by the employer</p> <p>n/a</p>
ANNEXES	
A	Health and Safety Specifications for SANParks - Tsitskama Restaurant Precinct Garden Route National Park
B	Environmental Management Plan (EMP) for Construction Activities
C	Code of Conduct for implementing a SANParks Project

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C3.2: Drawings

Contractor

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Contractor**

Employer

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List of Drawings

Architectural Drawings – FC Holm Architects

DWG No	Description	Revision
14010/T/4000	Temporary Facilities and Hoarding 1	000
14010/T/4001	Temporary Facilities and Hoarding 2	000
14010/T/4002	Master Site Plan	001
14010/T/4100	Activity Centre – Ground Floor Plan	000
14010/T/4101	Restaurant – Ground Floor Plan	001
14010/T/4102	Restaurant – Roof Plan	001
14010/T/4201	Restaurant – Reflected Ceiling Plan	000
14010/T/4300	Restaurant – Elevations	001
14010/T/4302	Activity Centre – Elevations	000
14010/T/4400	Restaurant – Sections 01	001
14010/T/4401	Restaurant – Sections 02	000
14010/T/4402	Activity Centre – Sections	000
14010/T/4500	Restaurant – Details Typical Construction	000
14010/T/4501	Restaurant – Details External 1	000
14010/T/4502	Restaurant – Details External 2	000
14010/T/4503	Restaurant – Details Stairs and Furniture	000
14010/T/4600	Restaurant – Door Schedule 01	001
14010/T/4601	Restaurant – Door Schedule 02	001
14010/T/4602	Restaurant – Door Schedule 03	001
14010/T/4603	Restaurant – Window Schedule 01	001
14010/T/4604	Restaurant – Window Schedule 02	001
14010/T/4605	Restaurant – Window Schedule 03	001
14010/T/4606	Restaurant – Window Schedule 04	001
14010/T/4607	Boathouse – Window and Door Schedule	001
14010/T/4608	Activity Centre – Window and Door Schedule	001

Civil Drawings – SRK Consulting

DWG No	Description	Revision
003/01	Bulk Earthworks Layout	A
100/01	General Arrangement	A
101/01	Demolition Works and Temporary Works	A
200/01	Sewer Reticulation Layout	A
201/01	Sewer Reticulation Sections	A
202/01	Sewer Reticulation Details	A
300/01	Water Reticulation Layout	A
301/01	Water Reticulation Details	A
400/01	Stormwater and Subsoil Layout	A
401/01	Stormwater and Subsoil Details and Sections	A
500/01	Road Kerbs, Levels Layout and Details	A

Contractor

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Contractor

Employer

Witness for
Employer

Structural Drawings – SRK Consulting

DWG No	Description	Revision
200/01	Activity Centre – Concrete Details Foundations	0
201/01	Activity Centre – Concrete Details Ground Floor	0
202/01	Activity Centre – Concrete Details Roof Slab	0
203/01	Activity Centre – Concrete Details Section A – D	0
100/01	Boat House – Concrete Details Foundations	0
101/01	Boat House – Concrete Details Floor Slabs	0
102/01	Boat House – Concrete Details Roof Slab	0
103/01	Boat House – Concrete Details Section A – H	0
104/01	Boat House – Concrete Details Section J – M	0
403/01	Restaurant – Concrete Details Stairwell	0
404/01	Restaurant – Pile Cap and Column Positions	0
405/01	Restaurant – Suspended Ground Floor Slabs 2, 3 & 4	0
406/01	Restaurant – Suspended Ground Floor Slabs 1	0
407/01	Restaurant – Roof Slab 4 Layout	0
408/01	Restaurant – Roof Slab 1, 2, 3 and 5 Layout	0
409/01	Restaurant – Section on Gridline 6 & 8	0
410/01	Restaurant – Section between Gridline 11 & 12 and 1 & 2	0
411/01	Restaurant – Section between Gridline C-D, F-G, J & L	0
300/01	Storage Building – Concrete Details Foundations	0
301/01	Storage Building – Concrete Details Surface Bed	0
302/01	Storage Building – Concrete Details Roof Slabs	0
303/01	Storage Building – Concrete Details Section A – C	0
304/01	Storage Building – Concrete Details Section D – G	0

Mechanical Drawings – CMB Consulting Mechanical and Electrical Engineers

DWG No	Description	Revision
10244/AC/01	Restaurant: HVAC Layout	
10244/E/01	Alterations and Extensions to Temporary Main LV Distribution Network	1
10244/E/02	Main LV Distribution Network and Optic Fibre Nextube Network: Plan Layout	2
10244/E/03-1	Restaurant: Power Layout and Data / Telecommunication, Alarm and Access Control Conduit Network Layout	1
10244/E/03-2	Activity Centre, Boathouse, Shark's Den and Beach Ablutions: Power Layout and Data/Telecommunication, Alarm and Access Control Conduit Network Layout	1
10244/E/04-1	Restaurant: Lighting Layout	1
10244/E/04-2	Activity Centre, Boathouse, Shark's Den and Beach Ablutions: Lighting Layout	1
10244/F/01	Restaurant: Fire Plan Layout	1

Landscape Drawings – FC Holm Architects

DWG No	Description	Revision
14010/T/4702	Landscape Plan	
14010/T/4703	Roof Planting Plan	
14010/T/4704	Roof Planting Detail	

Contractor

Witness for Contractor

Employer

Witness for Employer

C3.3: Specifications

- General Specifications (Rev001)
- Finishes Schedule (Rev000)

Contractor

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Employer

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Employer**

Part C4: Site Information

Contractor

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Contractor**

Employer

**Witness for
Employer**

Annexure A

EXAMPLE OF A PROGRESS REPORT FOR SUBCONTRACTOR

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Annexure B

Health and Safety Specifications for South African National Parks

Contractor

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Contractor

Employer

Witness for
Employer



**HEALTH & SAFETY
SPECIFICATIONS
FOR**

**TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK
CONTRACT NO: CI-TK-0033**

(Contractor)

Date: May 2020

Contact Person: Zamakhosi Mkhonza

**Address: PO Box 787
Pretoria, 0001**

Tel No: (012) 426 5199

Email Fax: 086 695 9139

Email: zamakhosi.mkhonza@sanparks.org

Consultant: 4 Front Consultants

Email: les@4frontconsultants.co.za

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Employer

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ANNEXURE B: APPOINTMENTS

BASLINE RISK ASSESSMENT

1. DEFINITIONS

"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 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-

- a. has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- b. 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 -

- a. the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- b. the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the

[Signature Box]

Contractor

[Signature Box]

Witness for Contractor

[Signature Box]

Employer

[Signature Box]

Witness for Employer

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.

"COVID-19" means Coronavirus Disease 2019.

"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. a competent person who-
 - i. prepares a design.
 - ii. checks and approves a design.
 - iii. arranges for a person at work under his or her control to prepare a design, including an
 - iv. employee of that person where he or she is the employer; or
 - v. designs temporary work, including its components.
- b. an architect or engineer contributing to or having overall responsibility for a design
- c. a building services engineer designing details for fixed plant.
- d. a surveyor specifying articles or drawing up specifications.
- e. a contractor carrying out design work as part of a design and building project; or
- f. an interior designer, shopfitter or landscape architect.

"Disaster Management Act" means the Disaster Management Act, 2002 (Act No. 57 of 2002).

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

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

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

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

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

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



Contractor



**Witness for
Contractor**



Employer



**Witness for
Employer**



"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-

- a. 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;
- b. any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c. any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling.

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

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

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

"tunnelling" 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.

"virus" means the SARS-CoV-2 virus

2. INTRODUCTION AND BACKGROUND

The Construction Regulations 2014 section 5 (a) (b) of the Occupational Health & Safety Act 85 of 1993 makes the Client responsible for the preparation of a baseline risk assessment as well as coherent health & safety plan for this project which is to be provided to the designer who must ensure that these specifications are taken into consideration during the design stage.

These specifications are to be used in the tender process to ensure that the contactors are aware of the risks associated with this project.

The appointed contractor is to ensure that he compiles his health and safety plan in accordance with the specifications set out by the client.

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

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

3. APPLICATION AND INTERPRETATION

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

- Occupational Health and Safety Act (Act 85 of 1993)
- SABS codes and standards referred to by the Occupational Health and Safety Act
- Regulations as per the Occupational Health and Safety Act (Act 85 of 1993) with specific reference but not limited to:
 - General Safety Regulations (GN 928, 25 June 2003)
 - General Machinery Regulations (GN R1521, 5 August 1988)
 - Electrical Machinery Regulations (GN R250, 25 March 2011)
 - Electrical Installation Regulations (GN R242, 6 March 2009)
 - Driven Machinery Regulations (GN R1010, 18 July 2003)
 - Hazardous Chemical Substance Regulations (GN R930, 25 June 2003)
 - Hazardous Biological Agents Regulations(GN R 1390, 27 December 2001)

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- Basic Conditions of Employment Act (Act 75 of 1997)
- SANParks Environmental Management Plan
- SANParks Code of Conduct of working in a National Park

4. ADMINSTRATIVE REQUIREMENTS

Before any construction work begins it is important to understand and complete the appropriate Health and Safety Administration process, you are responsible for the Administration processes.

5. NOTIFICATION OF CONSTRUCTION WORK

Compilation of the Annexure 2 document in terms of section 4 of the Construction Regulations, 2014 must be completed and then signed by all parties which must then be stamped by the Department of Labour before carrying out any intended construction work. You must keep proof of this notification on the site for the entire duration of the project.

6. COPY OF THE OCCUPATIONAL HEALTH AND SAFETY ACT

If you have five or more persons in employment it is required for you to have an updated copy of the Occupational Health and Safety Act and applicable regulations available on site. It is important to make sure that the Act and Regulations are readily available on your site for perusal by the employees.

7. REGISTRATION WITH COMPENSATION INSURER

Many hazards can potentially lead to accidents and deaths on site. Because of this, you MUST ensure your company is registered with either the Compensation Commissioner or with the Federated Employers Mutual Assurance (FEMA). Together with being registered by FEMA or the Compensation Commissioner, it is also necessary for you to obtain a letter of Good Standing. This letter will provide written proof that all employees are covered and will be compensated for in the event of an accident on site. Paying for injuries can cripple your company and it is essential that you have this administration in place before starting any construction work.

8. MEDICAL CERTIFICATE OF FITNESS

Construction regulation 7(1) (g) states that all Contractors 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 (not GP) in the form of annexure 3

9. HEALTH AND SAFETY PLAN

The Contractor or their appointed safety officer must develop a site-specific Health and Safety Plan, (not generic) for this project. Ensure that you base your plan on the Client's Health and Safety specifications.

The contactors plan must address the on-site hazards and must include all safe working procedures to mitigate, reduce and control these hazards.

The contractor must ensure the Client is given the site-specific Health and Safety plan for examination.

The Client appointed Health and Safety Practitioner must approve the plan before continuing with its implementation.

Once the plan has been approved, relevant sections of the plan must then be provided to all sub-contractors involved.

The contactor will verify that all subcontractors have developed their own specific plan using this information provided by you.

Monthly audits must then be done on all sub-contractors to ensure that they have implemented their plans correctly and effectively.

10. HAZARD IDENTIFICATION AND RISK ASSESSMENTS

Before any construction work begins, make sure you the Contractor have initiated a Daily Risk Assessment.

This risk assessment must be performed by a competent person who has been appointed in writing.

Make sure this assessment is revised during the construction process.

The Risk Assessor that is appointed must identify all risks and hazards associated with the work and after which, perform an analysis.

He must also compile a documented plan of safe work procedures to mitigate, reduce and control the risks and hazards.

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You will then ensure that the plan is monitored and reviewed as the project progresses and as new risks arise.

You must also ensure that all employees are informed of the hazards and trained in safety procedures before any work is performed.

11. ASSIGNED DUTIES (MANAGERS)

The CEO is ultimately responsible and accountable for the Health and Safety of all persons on site and must ensure that the duties of the employer are discharged, as stated in the Occupational Health & Safety Act 85 of 1993.

The CEO may assign his duties to persons under his control of suitable employees for this project as set out in section 16(2).

12. SUPERVISION OF CONSTRUCTION WORK

The Contractor must appoint a full-time competent (please refer to competent in the definitions) employee as a construction Manager as set out in CR 8(1) and this appointment must be made in writing.

It is this person's job to supervise and monitor all construction work conducted on site. Depending on the size of the project the contractor may appoint one or more competent persons to assist the construction manager with his duties.

13. CONSTRUCTION SAFETY OFFICER

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.

The safety officer's job is to assist in controlling all safety related aspects on site.

This appointment must be done in writing.

14. HEALTH AND SAFETY REPRESENTATIVES

Contractors that employ more than twenty workers in total of the company's manpower must appoint one Health and Safety Representative in writing for this project.

The Contractor and the employees' representatives must consult regarding the arrangements and procedures for the nomination or election of the health and safety representatives.

The health and safety representatives must carry out monthly inspections of the area for which he or she has been appointed and thereafter report findings to a supervisor either verbally, or in writing.

Ensure that Daily Safety Tasks are carried out where employees are advised of such.

It is important then for the Contractor to act on the health and safety representatives' reports.

This communication is vital and very important when trying to achieve and maintain a high Health and Safety standard.

15. HEALTH AND SAFETY COMMITTEES

The Contractor must establish a health and safety committee where two or more health and safety representatives have been designated.

These designated health and safety representatives will then be members of the safety committee.

Always remember, the number of persons nominated by an employer as his representatives may not exceed the number of health and safety representatives nominated by the employees or their representatives.

The Contractor must appoint all members of this committee in writing and once the committee is established it is important that they meet regularly. The minimum requirement for this is three meetings monthly.

The committee must discuss the health and safety representative's reports, examine any incidents and accidents that have occurred on site and thereafter, and make recommendations to the contractor to improve health and safety standards on site.

Minutes must be kept of the meetings and these must be endorsed by both the chairman and the contractor.

16. AGREEMENT WITH MANDATORIES (SUB CONTRACTORS)

The Contractor must enter a written agreement with all sub-contractors regarding the site's specific Health and Safety requirements.

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The agreement must contain arrangements regarding first aid, health and safety representatives, as well as health and safety committees. The Contractor must appoint all the involved sub-contractors in writing and a list of these sub-contractors must be displayed on site. The Contractor must obtain proof from all sub-contractors, stating that they are registered with either the Compensation Commissioner or FEMA.

The Sub-Contractors must also provide the contractor with a letter of good standing.

The sub-contractor must make available to the contractor, a health and safety file containing all his or her supervisory appointments, and inspection registers as well as safe working procedures.

17. FIRST AID AND FACILITIES

The Contractor must ensure that enough First aid boxes are readily available on a site where there are 5 or more workers employed.

One employee, qualified in First Aid, must be appointed to a site that has more than 10 workers employed.

Remember to appoint one additional first aid attendant for every extra 50 workers.

The names of these First Aiders must be compiled into a list and displayed on the site.

Knowing who your first aider is very important in emergencies where time is the decider between life and death.

It is also very important that all first aid boxes are well maintained. A dressing register must be kept in each First Aid Box and the content monitored, to be replenished when necessary.

The names of the people in charge of the First Aid Boxes must be displayed and the location of these first aid boxes must also be clearly indicated.

Remember First Aid is not a privilege, it is a right, and it must be freely available to all persons on site.

18. RECORDING, REPORTING, AND INVESTIGATION OF INCIDENTS

The Contractor must appoint in writing, a person who is responsible for recording and investigating incidents. This appointed person must ensure that all injuries, which result in people receiving medical treatment other than first aid, are recorded and investigated appropriately. These investigations must be recorded on an Annexure 1 and copies must be available on site.

Incident reports must be tabled at the next health and safety committee meeting and the committee must make recommendations to prevent the same incidents' from re-occurring.

Management must ensure that the reported findings are acted on and that recommendations made by the committee are implemented.

All serious incidents as prescribed in Section 24 of the OHS Act must be reported within 7 days to the Provincial Director of the Department of Labour (DOL) by using a WCL 1 or 2.

Remember: It is imperative that the scene of the incident is not disturbed or changed in any way until DOL is contacted and permission to move or change the scene is granted. SAFE WORKING PRACTICES

19. COVID 19 VIRUS

19.1 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 include 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 workplace.

19.2 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.

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19.3 Legislative References

- 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)

19.4 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 in 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;

“**SOP**” means Standard Operating Procedure;

“**WHO**” means the World Health Organization.

19.5 Standard Provision

a. Risk Assessment

i. Identification of Exposure Levels

- 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 Health);
- 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

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- 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);
- 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);
- The Focal points must provide HIRA information sessions and toolbox talks Safety Toolbox talk/s; to participants everyday prior to work commence, in order for them to be familiar with COVID – 19 risks;
- Evaluate and complete a project continuity risk assessment plan prior the decision on proceeding with a project/work (see SHEQ/PROC checklist for project continuity);
 - 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 Risk Assessment Plan – Responsibility for each action by stakeholders);
 - If either contractor’s, 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.
- Risk assessment plan must be strictly complied with through monitoring and supervision.
- 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).
- ii. Identification of “High Contact” Activities
 - 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;
- The site Emergency Preparedness/Response Plan must include and clearly indicate:
 - Register of participants contacts on a daily attendance for the purposes of contact tracing (reduce the spread to other unaffected participants) - (see Register of participants contacts);
 - 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;
 - Mitigating measures to prevent the spread of the virus within the community, including health surveillance;
 - 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;
 - Clarify situations that should trigger suspension or closing of works, agreed by relevant stakeholders;
 - 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)
- iii. Identification of vulnerable participants and special measures for their protection including protection against unfair discrimination or victimization
 - 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;
 - 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;
 - Focal points must encourage a healthy lifestyle amongst participants e.g. to take prescribed medication daily;

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- 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;
 - 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;
 - 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).
- b. Engineering controls
- i. Ventilation
- 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;
- ii. Physical barriers
- Transportation is regarded as one of the "high contact" activities, which increases the risk of COVID – 19 transmission. "High contact" areas qualify for the establishment of physical barriers between participants to reduce this risk;
 - 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:
 - face shield;
 - face mask (3 x material layer washable face mask)
 - safety gloves (recommended);
 - long sleeve overalls.
- c. Administrative Controls
- i. Screening / reporting of symptoms / sick leave
- Project Co-ordinator/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);

- 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;
 - 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;
 - 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;
 - Internal health surveillance for COVID - 19 shall be implemented by a responsible Focal point, which will include:
 - 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);
 - 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;
- ii. If a participant present with symptoms when reporting for duty, or during working hours, immediately:
- 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
 - assess the risk of transmission, disinfect the area and the participant work area;

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- refer the participant who may be at risk for screening and take any other appropriate measure to prevent possible transmission;
- ensure that the participant is tested or referred to an identified testing site
- 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.
- place participants on paid sick leave in terms of section 22 of the BCEA; or
- 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

- 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:
 - keep a distance of 2 meters between participants;
 - 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;
 - hand shaking and other ways of physical greetings must be avoided;
 - 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;

- 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;
- 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.
- Ensure only authorized persons enter the work site and storeroom areas. Place "no unauthorised entry" signs on doors leading to storerooms;
- 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;

Rotation and shift work

- 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

- 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 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;
- 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;

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Communication and information strategies

- 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

- 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;
- 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);
- Incidents mentioned above must be reported to the EP National OHS meeting (see SHEQ/PROC 4.5.3.1/Incident Investigation);
- COVID – 19 risks, which cannot be managed at project and/or area level must be escalated to the EP National OHS Committee;
- 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.
- 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 attached guideline (a summary of responsibilities is in the Annex 3 of the guidance);

- 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;
- a Focal point should hold at least one information update session on the status of COVID - 19 at a specific time during the day;
- 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;
- 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);
- 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;
- 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;
- 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;
- 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

- Train all participants and Focal Points on the effective management and implementation of the OHS Plan and SWP for COVID - 19;

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- Training attendees must be screened prior to them being allowed access to the venue;
- 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);
- 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:
 - 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 room (e.g. opening windows) in case the training and /or meeting takes place inside a building;
 - any information pertaining to the training and/or meeting arrangement should be recorded for emergency purposes to be shared with public health authorities;
 - 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.
- 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);.
- 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;
- 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.
- Reporting for purposes of public health, contact tracing, screening, testing and surveillance;
- If a participant is diagnosed with COVID – 19, the Responsible Manager shall inform the Department of Health and the Department of Employment and Labour.

d. Healthy and safe work practices

i. Disinfectants, sanitisers and personal hygiene

- 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;

ii. 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,

Reporting of incidents for regulatory purposes

- 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);
- 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;

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- 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

- iii. 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;
- 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;
- 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.
- Water containers must be placed as follows:
 - ✓ 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.
- paper towels must be provided to dry hands after washing – the use of fabric toweling is prohibited;
- iv. **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;
- v. 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);

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- 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;
- vi. When administering a first aid case, the first aider must:
- wash/or sanitize hands before and after administering the first aid;
 - the patient must wash hands as well in case they touch the first aider;
 - the first aider must use latex gloves and dispose them in a correct and safe manner;
 - face mask must be worn at all times by both the first aider and the patient during this process;
 - CPR should be administered as per normal using the mouthpiece;
 - 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.
- vii. All participants returning to work after isolation or quarantine period, should follow general work restrictions that include:
- undergo medical evaluation by a Health Practitioner to confirm they are fit to work;
 - wear a face mask at all times while at work;
 - implement social distancing measures as appropriate;
 - adherence to hand hygiene, respiratory hygiene, and cough etiquette;
 - continued self-monitoring for symptoms;

- seek medical re - evaluation if respiratory symptoms recur or worse.

e. PPE

In addition to the existing prescribed **PPE requirements**, contractors and participants must be issued with:

- i. a face mask (3 x material layer washable face mask - an issue of a minimum of 2 masks per contractor and per participant);
- ii. a pair of working leather gloves;
- iii. a face shield (an issue of a minimum of 2 face shields per contractor and per participant).

Other requirements

- i. 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);
- ii. Face mask (3 x material layer washable face mask) and face shield must be worn at all times during transport;
- iii. Proof of PPE issue must be recorded in the PPE issue register;
- iv. 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;
- v. 10 face masks (FFP1) must be kept on site. Possibly infected participants must be isolated and provided with a face mask (FFP1);
- vi. Contractors and participants must be informed, instructed and trained on the correct use of face masks / shields;
- vii. Focal points must ensure that participants masks are clean and dry when they report for duty;
- viii. First aiders must be provided with PPE:
 - Safety shield;

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- Face mask (FFP1) - an issue of a minimum of 2 masks);
 - Non - sterile medical gloves;
 - Long sleeve overalls.
- ix. Provision of safe transport for employees
- x. Personal hygiene
- Where possible, request and allow participants to walk to the work site;
 - 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;
 - 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;
 - All occupants must wash /sanitize hands before accessing the vehicle;
 - Sneeze and cough inside a tissue or arm when inside a vehicle.
- j. Social distancing

Arrangements to minimise exposure associated with commuting will include:

- A maximum of 2 participants may be seated in the vehicle cabin (includes the driver);
- 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";
- 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)

- **During transportation the contractor**, driver and participants must wear the following PPE when seated inside a vehicle:

- Face shield
- Face mask (3 x material layer washable face mask);
- safety gloves (recommended);
- Long sleeve overalls. This is to ensure a certain level of physical barriers between participants;

f. 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

20. HIV/AIDS AND SUBSTANCE ABUSE POLICIES

HIV/Aids awareness programs must be conducted on site and condoms must be made freely available within the facility.
All sites must display the Substance Abuse Policy and Rules on the notice board and employees must be informed regarding the content of this policy.

21. EDUCATION, TRAINING AND PROMOTION

Routine construction work can dull alertness and a relaxed attitude can replace the caution that existed when the job was new and interesting. In many jobs, the same tasks are repeated with little conscious thought. Without some periodic reawakening to the ever-present hazards, lethargy deepens and the odds of an accident occurring can increase. Workers may not always recognize the importance of safety training or think of it as

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unnecessary because they have "had been doing it for years." An important benefit of periodic safety training is the reminder that a danger can exist and the no one is immune to accidents.

There are many rules and regulations regarding Health and Safety, but these are useless if not communicated and displayed correctly to the appropriate persons. This module will help guide you to apply the required education, training and promotion to your construction site!

22. COMPANY OHS POLICY

The Contractor must have policies regarding Health and Safety, HIV/AIDS and Substance Abuse signed and published on site.

All employees must have access to these policies and made aware of such Policies.

23. GENERAL SITE OHS RULES

The Contractor must have a general set of site safety rules available and displayed on the employees' notice boards. The rules are to be explained to employees and regular follow up training must occur to ensure employees understand and adhere to these rules.

24. INDUCTION TRAINING FOR ALL EMPLOYEES AND VISITORS

Visitors and new employees must receive induction training that covers all hazards relating to the project.

The Contractor may not permit employees or visitors onto the site unless they have received the appropriate induction training.

Once employees have completed the induction they are to be given proof of their training in the form of an induction training card/tag.

Make sure follow up training takes place after the initial induction to ensure employees understand and adhere to the instructions. Tool box talks are most suitable for follow up training.

25. HAZARD IDENTIFICATION AND TASK SPECIFIC TRAINING

When specialized equipment is used e.g. angle grinders, skill saws, compactors and drills, additional task specific training must be provided to those performing the tasks. It is the Contractor's responsibility to make sure these workers receive this task specific training. A worker using these tools that are not trained on can be a danger to himself as well as to other workers. It is important that records are kept of all the training that is provided.

26. OHS PROMOTION

Health and Safety is achieved through information and awareness and this ultimately is achieved through the execution and communication of the policies and rules that are placed around the site. Therefore, it is of utmost importance that this information is carefully and strategically place on Notice Boards to make sure it is always available as well as it acting as a constant reminder of what is required for ultimate Health and Safety!

27. WORKPLACE, ENVIRONMENT, HEALTH AND HYGIENE

It is a legal requirement to provide a workplace that has enough toilets, showers, change rooms and eating areas that are clean and hygienic.

The work environment must also have adequate lighting and ventilation and workers must be protected from excessive noise and heat.

28. FALL PROTECTION

You must designate a competent person to be responsible for the preparation of a fall protection plan.

- a. ensure that the fall protection plan is implemented, amended where and when necessary and maintained as required; and
- b. take steps to ensure continued adherence to the fall protection plan.

The fall protection plan must include-

- c. the 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.
- d. the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof.

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- e. programme for the training of employees working from a fall risk position and the records thereof.
- f. the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- g. a rescue plan detailing the necessary procedure, personnel and suitable
- h. 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.

You must ensure that the construction manager appointed is in possession of the most recently updated version of the fall protection plan.

Ensure that-

- i. 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.
- j. no person is required to work in a fall risk position unless such work is performed safely.

Fall prevention and fall arrest equipment are-

- k. approved as suitable and of enough 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
- l. securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of enough strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
- m. fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

Where roof work is being performed on a construction site, you must ensure that, in addition to the requirements it is indicated in the fall protection plan that-

- a. the roof work has been properly planned.
- b. the roof erectors are competent to carry out the work.

- c. No employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee.
- d. all covers to openings and fragile material are of enough strength to withstand any imposed loads.
- e. suitable and enough platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported. and
- f. suitable and enough guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

29. TEMPORARY WORKS

You are to 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;

- a. 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.
- b. 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.
- c. all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely.
- d. all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used.
- e. 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;

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You are to ensure that no concrete is to be cast, until authorization in writing has been given by the competent person.

- a. 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.

Ensure that adequate precautionary measures are taken to:

- a. secure any deck panels against displacement and prevent any person from slipping on temporary works due to the application of release agents.
- b. as far as is reasonably practicable, the health of any person is not affected with solvents or oils or any other similar substances.
- c. upon casting concrete, the temporary works structure is left in place until the concrete has acquired enough 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.
- d. 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.
- e. 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.
- f. a temporary works drawing, or any other relevant document includes construction sequences and methods statements.
- g. the temporary works designer has been issued with the latest revision of any relevant structural design drawing.
- h. a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- i. the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

30. EXCAVATIONS

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.

Take reasonable and enough 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.

You may not require or permit any person to work in an excavation which has not been adequately shored or braced if shoring and bracing may not be necessary where-

- a. the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane.
- b. such an excavation is in stable material if permission has been given in writing by the appointed competent person upon evaluation by him or her of the site conditions.
- c. 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 and the professional engineer or technologist, as the case may be.
- d. must take steps to ensure that the shoring or bracing is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question.
- e. 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.
- f. 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.
- g. 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.

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- h. 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;
- i. must ensure that every excavation, including all bracing and shoring, is inspected-
 - i. daily, prior to the commencement of each shift.
 - ii. after every blasting operation.
 - iii. after an unexpected fall of ground.
- j. after damage to supports and after rain, by the competent person in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee.
- k. 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-
 - i. adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable.
 - ii. provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor or the use of any other suitable precautionary measures.
- l. 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.
- m. 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 explosive's legislation.
- n. must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

31. DEMOLITION WORK (where applicable)

- A competent person must be appointed in writing to supervise and control all demolition work on site.
- a. 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.
 - b. During demolition, the competent person must check the structural integrity of the structure at intervals determined in the method statement in order to avoid any premature collapses.
 - c. When performing demolition work 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.
 - d. 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.
 - e. Ensure that no person works under overhanging material or a structure which has not been adequately supported, shored or braced.
 - f. Any support, shoring or bracing is designed and constructed so that it is strong enough to support the overhanging material.
 - g. 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.
 - h. 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.

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- i. 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.
- j. Cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work.
- k. 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 to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
- l. No material is to be dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.
- m. No person may dispose of waste and debris from a high place by a chute unless the chute-
 - i. is adequately constructed and rigidly fastened.
 - ii. if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides.
 - iii. if of the open type, is inclined at an angle of less than 45 degrees to the horizontal.
 - iv. where necessary, is fitted with a gate at the bottom end to control the flow of material.
 - v. discharges into a container or an enclosed area surrounded by barriers.
- n. 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.
- o. No equipment is used on floors or working surfaces unless such floors or surfaces are of enough strength to support the imposed loads.
- p. 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.
- q. 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.

- r. 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.
- s. 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.

32. LIGHTING

Adequate lighting must be provided in dark areas such as stairwells and basements. In plant and storage yards a survey should be conducted to determine if the light that are provided complies with the minimum requirements of the Occupational Health and safety Act.

33. VENTILATION

Make sure the areas you are working in are suitable ventilated. Extraction and Exhaustion systems must be installed in areas that are not suitable ventilated. Common hazardous areas that require these systems would include where chemicals and adhesives are used, where welding is taking place, or where a petrol or diesel motor is running in a confined space or basement.

The plant yard's spray and sandblasting booth should be subjected to a survey to determine if the ventilation is adequate.

34. NOISE

Loud noise over extended periods of time can lead to permanent hearing loss; therefore, it is extremely important that all reasonable steps are taken to reduce noise levels at the source.

Areas where noise levels exceed 85dBa must be suitably identified with signage requiring you to wear appropriate hearing protection. You **MUST** adhere to these warning signs always to avoid any chance of permanent hearing loss.

It is recommended to do noise surveys for the plant yard to determine the level of sound that workers are exposed to.

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35. HEAT STRESS

In such an extreme climate, it is very important to make sure the correct measures are taken to prevent heat exhaustion in problematic areas, such as steel deck work and when the WBGT index reaches 30.

Cold drinking water must be made readily available when extreme temperatures are experienced. Being dehydrated can be serious to your health and you can get dehydrated even without knowing it, so it is very important to make sure you are taking in adequate amounts of water during the day.

36. CONSTRUCTION FACILITIES

Construction sites must always have suitable facilities available to its workers and it is important that these facilities are clean and maintained.

These are the requirements regarding facilities.

- a. There must be 1 toilet provided for every 30 employees with toilet paper available always.
- b. There must be 1 shower available for every 15 employees.
- c. Soap must be made available for washing hands, as well as a means for drying hands.
- d. Separate changing areas and facilities must be provided for Females.
- e. There must also be adequate storage facilities provided in the change rooms.
- f. It is very important to keep all ablution facilities hygienically, clean always.

37. POLLUTION OF ENVIRONMENT

A Pollution policy which is signed by the CEO must be published on site. Make sure that there are adequate measures in place to control dust that is generated on site. A good practice is to water the gravel roads daily.

Ensure that empty cement pockets, plastic wrappings, bags and packing material are correctly accumulated and disposed of in the correct manner.

Make sure that no oil, chemicals or fuels such as petrol and diesel are discarded into storm water drains. Only dispose it in the correct manner and obtain a certificate from the service provider that disposed it.

38. HAZARDOUS CHEMICALS

If there are hazardous substances being used on site, such as diesel, oil, cement, thinners, paint, acids and degreasers it is essential that they are identified and recorded, with a list of such made available.

These substances must be stored safely with segregation principles being applied always.

Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident must be on file and readily available.

39. TOOLS

There are a wide variety of hand tools that can be found on a construction site. It is imperative that all tools are kept in the best condition possible.

Tool Handles must be free of cracks and splinters and must be the correct size as well as correctly fitted and secured with adequate grip for use.

Hammers must be suitable for the task, as well as the adequate size and weight.

The working ends of tools, such as shovels, spades and picks, must be sharp and square.

No Chisels that have damaged or mushroomed heads may be used.

The Chisel head must be the correct shape and must not be hardened nor must it be made from reinforced steel. The Chisel's cutting edge must also be sharp and square. Saws Teeth must be sharp and set correctly and the correct saw must be appropriately used for each task. Make sure never to use a Hacksaw or saws with fine teeth to cut wood.

Explosive Powered Tools are very useful tools, but they are dangerous. They use explosive charges to fire nails into concrete. Explosive powered tool must only be operated by a competent person who has been appointed by an accredited authority.

Areas in which explosive powered tools are used must be demarcated with prescribed, legible warning signs. A competent person must be appointed for issuing, recording and safely storing ALL explosive powered tool ammunition.

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The tool and their ammunition must be cleaned daily and locked away after use.

40. EXPLOSIVE ACTUATED FASTENING DEVICES

You may not allow the use or permit any person to use an explosive actuated fastening device, unless-

- a. the user is provided with and uses suitable protective equipment.
- b. the user is trained in the operation, maintenance and use of such a device.
- c. the explosive actuated fastening device is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles.
- d. 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 least twice its weight.
- e. the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle.
- f. only cartridges suited for the relevant explosive actuated fastening device, and the work to be performed, are used.

The 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.

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.

Ensure the explosive actuated fastening device is not stored in a loaded condition.

Warning notice is displayed in a conspicuous manner in the immediate vicinity wherever an explosive actuated fastening device is used; and

- a. the issuing and collection of cartridges and nails or studs of an explosive actuated fastening device are controlled and done in writing by a person having been appointed in writing for that purpose.

- b. 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.

41. SITE PLANT & MACHINERY

Site plant and machinery are the workhorse and backbone that drives construction productivity.

These include Brick Cutting Machines, Electrical Arc Welders, Woodworking Machinery, Compressors, Batch plant and concrete mixers and Gas Cutting and Gas Welding Equipment. These are all specialized machinery and must only be operated and used by trained persons that are authorized to do so. Remember it is very important that you always wear the correct personal protective equipment (PPE) when using Site Plant and Machinery; this will include safety glasses, gloves, earplugs and a respiratory mask.

42. BRICK CUTTING MACHINE

Operators using Brick Cutting Machines must, at all-time use the correct PPE to ensure eye, face, hearing, foot, hand and body protection.

Only authorized persons are permitted to use brick cutting machines. stop switches must be clearly marked and accessible and all moving drive parts must be guarded.

The electrical supply cable must be protected from the water that is used as the coolant and cutting fluid.

The areas around the machines must be kept dry, as well as slip and trip free and clear of off cuts.

43. ELECTRICAL ARC WELDERS (Where applicable)

The correct PPE to be used when doing arc welding is a welding helmet with correct lenses to protect the welder from UV and IR rays, gloves, overall, boots and protective spats.

Only authorized persons are permitted to use electrical welders.

Make sure the welder is properly earthed and that the cables, clamps and connectors are secured and in good condition.

Make sure the area in which the welding machine is used is dry and protected from water. Always make sure that a fire extinguisher is readily available.

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If the welding is taking place in an area where other persons are performing work make sure to use welding screens to enclose the welding area. It is also good practice to place warning signs warning persons of the welding that is taking place.

44. WOODWORKING MACHINERY

Only trained and authorized persons may use wood working machinery.

Use the correct PPE which must include eye, face, hearing and foot protection.

Make sure that the wood working machinery is provided with guards that are correct for the type of machine and that it is secured in position and working.

If the machine is fitted with anti-kickback devices it must be used. A correctly fitted riving knife will help prevent the wood from "biting" and eliminate kickbacks.

45. COMPRESSORS

Compressed air is a very useful and powerful source of power which is used on many construction sites and plants yards. But with this power comes much responsibility.

Compressed air could be dangerous if released suddenly and not controlled, take the utmost care to follow these procedures and protocols to ensure your site is safe and danger-free regarding Compressors.

Compressors must be pressure tested and inspected internally and externally by every 36 months. The log book with the pressure test and inspection results must be kept on the premises where the compressor is used.

The relief valve must be set, locked and sealed on the maximum safe working pressure (MSWP). NEVER tamper with this seal! Make sure MSWP is clearly marked on the face of the pressure gauge.

When air is compressed it forms a liquid, this liquid and eventually it will start to corrode the metal parts of the compressor. Make sure the pressure receiver and lines are drained daily to remove accumulated liquid.

Most compressors have pulleys; make sure that all these moving parts are adequately guarded.

Check the air hoses are in good condition and that they are properly clamped and not wired, and that restraining chains or "Whip-Checks" have been installed. NEVER use a compressor with hoses that have been joined incorrectly or that has no restraining chains fitted, fitted restraining chains will prevent the hose separating and reacting violently whilst under pressure. An uncontrolled hose under pressure can "whip" about, hitting and seriously injuring workers.

46. GAS CUTTING AND GAS WELDING EQUIPMENT (Where applicable)

This equipment must only be used by trained persons that are authorized to do so.

The correct face, eye, hand and body protection must be worn when doing gas welding or cutting. The equipment must be inspected by a competent person on a regular basis and the findings must be recorded in a register and kept on the premises where the equipment is used.

Make sure that the torches and gauges are in good condition.

Flashback arrestors must be fitted at the cylinders. Where specified by the manufacture or where long hoses are used flashback arrestors must also be fitted at the gauges.

The hoses must be in good condition, of the correct type and connected with the correct hose clamps.

The cylinders must always be stored, used or transported in an upright position. They must be secured in the trolley or cradle when used or individually to the structure where it is stored. When doing, flame cutting, or welding work make sure that a fire extinguisher is near.

47. SCAFFOLDING

All scaffold work must be overseen by a Scaffold Supervisor. The Supervisor, Scaffold Erector, Scaffold Inspector and Team Leader must be competent and fully trained for the task. Appointments must be made in writing using an appropriate appointment form.

Weekly scaffold inspections must be made by the scaffold inspector especially after inclement weather and major alterations. Make sure that these reports are recorded and kept up to date in the register.

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48. ACCESS SYSTEM SCAFFOLD (Where applicable)

The foundation of the access scaffold must be firm, stable and visible.

The base jacks must be firmly placed on sole boards and be spaced correctly per the design.

Make sure the area surrounding the scaffolds is clear of material and rubble.

The scaffolding must have adequate bracing ensuring the structure is stable without any back, forward or sideways movement.

Always make sure The Working Platforms you are working from have enough platform boards, covering the entire platform. The platform boards must be in good condition and secured correctly and there must be no open gaps on the platform for Workers, Materials and Tools to fall through.

Falling objects from heights can cause serious harm or even kill workers below and can also damage property. The Edges of Working Platforms must be protected with toe Boards and with adequate, double handrails. Toe boards are to prevent materials, tools and equipment from being kicked off and falling from the platform.

Stairs found on Access scaffolds must have correctly secured and positioned handrails. Only use Access Ladders that are secured and positioned on the inside of the access scaffold. Make sure that the platforms these access ladders lead up to are fitted with trap doors and be sure to keep trapdoors closed always. It is recommended to place ladders away from other trap door openings.

Enough, Safe or Unsafe signs must be strategically positioned on the scaffold.

The date and time of last inspection must be recorded on the reverse of the scaffold tag.

Access Scaffolding must always be tied back into the structure as per the design specifications.

The recordings must comply with the:

- Occupational Health & Safety Act and regulations SANS 10085 Design criteria

49. PUBLIC SAFETY, SECURITY & EMERGENCY PREPAREDNESS

In most cases construction sites are located close to public areas or amongst already populated public spaces. In the interests of protecting public from the hazards associated with these construction sites, it is necessary and the responsibility of the contractor to display appropriate signage to inform public of the dangers apparent during the construction period.

50. NOTICES AND SIGNS REQUIRED AT A CONSTRUCTION SITE

“No Unauthorized Entry” warning signs must be placed at the entrance. It is also necessary to display signs to inform visitors of where they are to go when visiting a site, an example of appropriate signage would state “Visitors to report to Site Office”

Identify general hazardous areas that require warning signs. Examples of these areas would include “Hard Hat Zones”, areas where “Overhead Work” is taking place and areas that require “Protective Footwear”. These work areas must clearly be marked with the appropriate SANS symbolic safety signs.

COVID safety signage to be placed at the entrance to the site as well as in all other areas where all persons are made aware of the prevention and spreading of such virus.

51. SITE SAFEGUARDING

It is up to the Contractor to have required Nets, Canopies and Stalls put in place to protect the public from site hazards when members of the public are passing by or through part of a site. Accidents can happen and falling debris or materials can seriously injure members of the public if these precautions are not in place.

52. SECURITY MEASURES

The Contractor must see to it that adequate access control is in place at all entrances of the site to monitor any persons or vehicles entering and leaving the site.

Security control is to be in place during working hours, after hours as well as weekends.

Only security officers as per the Private Security Industry Regulated Authority can be used to provide security on site.

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53. EMERGENCY PREPAREDNESS

In the event of an emergency, it is imperative that an appointed emergency coordinator takes charge of the situation. The appointment of a suitable emergency coordinator must be made in writing. Contact and Emergency numbers that may be needed, in the event of an emergency, must be posted near telephones, to be easily accessed.

54. EMERGENCY DRILL AND EVACUATION

To ensure that the site may be efficiently evacuated in the event of an emergency, an evacuation procedure must be developed. This procedure is to be written out and posted on all notice boards. Take time to read though the procedure, it may just save your life! It is essential that all employees on the site be informed of this site-specific procedure. Audible alarms such as sirens must be included on site, to alert all employees of an emergency. To ensure that employees are fluent in the evacuation procedure, evacuation drills must be conducted on a regular basis. The correct executions of these drills will prepare and equip you for any “real life” emergency. Fires can be a potentially serious hazard on any construction site; it is because of this that enough employees are required to be trained in the proper use of firefighting equipment. These properly trained employees must be able to bring any potentially dangerous situations under control.

55. HOUSEKEEPING

“Housekeeping means a place for everything and everything in its place, always!”

Construction sites, by their nature, will always generate waste and by products therefore it is important that all items of Scrap, unsuitable off-cuts, rubble and redundant material are placed in designated areas and removed from site at least once a day.

If you need to remove Scrap and waste from heights be sure to use a suitable chute or hoist. NEVER throw or sweep anything off the sides of the structure unless controlled and channelled into a demarcated area.

The Scrap that is collected must be disposed of in designated containers and areas.

Place this waste into separate, respective waste types such as: general rubble, wood, metal, plastic and so on.

When you are stacking materials such as bricks, cement and pipes make sure you stack them on a surface that is stable, firm and level.

Make sure the stacks have an adequate base and the stack must never be leaning over or in danger of collapsing. Stacks that are irregular in shape must be bonded to further prevent a collapse. A collapsing stack can crush, kill and bury workers.

If there is more than one stack, the stacks must be built alongside each other to bring additional support to the stack. When stacking, materials make sure never stack it higher than 3 times the narrowest base.

It is very important that employees and vehicles have a safe and enough method of accessing stacks. When removing materials from a stack you ONLY remove articles from the top and not from the sides – if you remove articles from the sides, the stack will collapse and may hurt or even crush you.

All material, equipment and tools must be stored in areas provided and these areas must be adequately demarcated.

Storage must always be functional: Storage areas, racks and bins are to be provided and protected from elements, vehicles and such disturbances.

Specific areas must be identified and demarcated clearly. This will apply to flammable gas and cement storage areas.

Remember: Taking time and effort to make sure things are neat and tidy will always result in a more productive and efficient construction site.

56. ERGONOMICS

In layman’s terms ergonomics can be explained as the relation between man and machine and how to place and utilize man and machinery to get the optimum performance from both. Conduct regular ergonomic surveys by using a suitable ergonomic guideline and checklist. Implement the recommendations from the survey to ensure all workers conduct their work in the most comfortable and best ergonomically position possible. Where possible ensure that persons do not have to reach, bend, stretch or pick up heavy loads if the work can be performed in a more agronomical way.

57. LADDERS

Ladders can be found on almost any site and it is very easy to neglect the potential safety hazards they pose.

Maintaining safety regarding ladder starts with the appointment of a competent person to inspect ladders.

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It is important that all ladders are inspected when first delivered onto site and thereafter at intervals not exceeding monthly. The findings of the inspections must be recorded in a ladder register. Make sure the register is kept up to date. These inspections must be done by a competent person that is appointed in writing.

Here are the items you must check when inspecting ladders:

- a. On Step Ladders check the hinges, stays, braces and stiles
- b. On Extension Ladders check the ropes, rungs, stiles and safety latches.
- c. On Straight Ladders make sure the rungs, stiles and feet are in good condition and that the ladder is always positioned at the correct angle.
- d. The supervisor must remove any damaged ladders from site immediately.
- e. As paint conceals defects, use varnish or two coats of oil instead, to preserve wooden ladders.

Extension and straight ladders must always be secured or tied at the top before use. This will stop the ladder from moving while climbing up or down. If the ladder cannot be secured it must be held in position by another person whilst in use. Never assemble or join ladders. This is a very dangerous practice and is NOT permitted on site.

Always climb or decent a ladder facing the ladder. Make sure to have both hands free to hold onto the rungs always. Do not carry tools or equipment in your hand whilst climbing a ladder.

Ladders must never be used horizontally as walkways or as scaffolding, they are not designed for this and will not be able to withstand a person's load and will lead to severe injury.

Make sure the Ladders you use on site protrude at least 900 mm above landing, platforms and roof areas. This will allow you to safely transfer from the ladder to the platform.

Always place a ladder so that its feet are a quarter of its length to the top support from the object it is resting against. This represents an angle of approximately 75 degrees. When you are done with a ladder make sure it is cleaned and stored off the ground and protected from being damaged. Ladders should be hung on brackets against a wall. Make sure that all the fixed ladders on your site that are higher than 5m have cages around them or fall arrest systems in place to ensure the safety of persons using it.

58. GRINDERS

When working with a portable or bench grinders make sure you keep the area around the working area clean and clear as well as trip and slip free. This will ensure your safety.

Make sure the on/off switch is clearly marked and accessible.

Make sure the disk guarding is in place and functional.

The grinding disks must be of the correct type for the grinding to be done as well as the correct size for the machine.

Only competent persons may replace or fit the grinding disks: Make sure that the correct size flanges and flange paper is used and never over tighten the disk! Only use the tool that is supplied with the machine to loosen or tighten the disk lock.

Before working with a bench grinder make sure that it is mounted securely and in good working condition.

It is important that the tool rest is set in such a manner that it is secure and square to the grinding disk and that the cap between the face of the disk and the rest is no more than 3mm.

Only persons that are trained may use grinders and eye protection must we worn always when grinding work is done.

59. FIRE PREVENTION & PRECAUTIONS

There are many types of material or flammable liquids on a construction site that can catch alight and if proper precautions are not in place the fire could get out of control and the result could be catastrophic.

The Supervisor must conduct a fire risk assessment to determine the type, quantity, size and location of the firefighting equipment to be used. The local fire department or the company that service your firefighting equipment will be more than willing to assist with this risk assessment.

Fire extinguishers are normally placed near of offices, general stores, flammable liquate stores and bulk fuel storage tanks. Fire extinguishers must also be accessible when doing flame cutting, gas welding, and any open flame work.

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All fire extinguishers must be clearly visible, unobstructed and sign posted with the correct SANS symbolic safety signs.

It is essential that all firefighting equipment be inspected to ensure that they are not damaged and always in good working condition. This is to be done by a competent person whose appointment has been formalized in writing.

As the appointed inspector, it is your duty to inspect all fire equipment weekly. Make sure, that all fire equipment is numbered to ensure optimal manageability. The inspections must be recorded in the fire inspection register and kept on site. Make sure your inspections include checking the surroundings such as signage, visibility and accessibility. When inspecting, the extinguisher makes sure to look at the condition of the extinguisher's hose, that the seal is in place and not damaged, the pressure gauge is at the correct level and that the extinguisher has been serviced within a year.

Flammable stores as well as bulk fuel storage areas must be adequately ventilated and be provided with a bund or means to contain spillage. These areas must be sign posted with the standard SANS symbolic signs which is the "No Smoking and No Open Flames" signs. Always ensure good housekeeping in these areas and make sure, no Class A combustibles are stored in the flammable stores. Where possible, only quantities for daily use should be stored on site.

Gas cylinders must always be stored and transported in an upright position and must be secured always. If used on site it must be upright and secured in suitable cradle or trolley. Make sure that only the same types of gasses are stored together and always store full cylinders separate from empty cylinders.

60. CONSTRUCTION VEHICLES

All construction vehicles are of an acceptable design and construction 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 (not GP) in the form of Annexure 3.

61. ELECTRICAL SAFE GUARDING

Appointment of a competent person in writing. The responsible person must control all aspects of these installations. It is the job of this appointed person to install all the

temporary installations in terms of the required standards and regulations and to issue the Principal Contractor with a Certificate of Compliance.

This person must also inspect the Temporary Electrical installations after the installation and then at least once a week. These inspections should include the testing of the earth leakages that is found on the temporary DB boards. The findings of the inspections must be recorded on a register and be kept on site.

All DB boards must be correctly colour coded, be numbered and have the correct electrical symbolic safety sign on them. The DB must be accessible and the area around the board must be free from rubble and material. The DB's must be fitted with doors that must be kept closed always as well as suitable inside cover plates. All unused slots must be blanked off and all switches and circuit breakers must be identified and functional. The DB must be fitted with an earth leakage unit that is functional as well as a main switch that must be accessible. Finally, there must be suitable access for the portable electrical tool cables and extension cords for when the doors are closed.

All temporary wiring and extension cords must be properly insulated, and all plugs must be fitted correctly. Remember: "Brown is Live, blue is not, green and yellow earth the lot".

All cables must be protected from mechanical damages and moisture.

Plug points should never be overloaded or exceeding the circuit breakers' rating.

All light fittings and lamps must be protected from mechanical damage and moisture.

All electrical machinery and tools on site is also to be checked by a competent appointed inspector, and due to the high risks involved with electrical tools; visual inspections are to be done daily. All portable electrical tools and extension cords must be identified and numbered and thereafter recorded on a register. Formal inspections must be conducted monthly and recordings of these inspections are to be recorded in a register, which must be kept on site always.

Make sure that portable electrical tools are always in good condition. The cable must be insulated with no unsafe connections. Do not use a tool if you are not trained to use or if it and if it is unsafe, especially if the casing is damaged.

Make sure that the plug is fitted correctly and that the earth wire is secured. Only if the tool is marked with a "Double Insulated" sign does it not required to be earthed.

Remember: Although electricity is a very useful source of power it can kill you if not used correctly.

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PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING (PPE):

62. NEEDS ANALYSIS FOR PPE

You are responsible to identify all safety hazards and thereafter try to remove the hazards, should it not be possible to remove the hazard then and only then workers' exposure to these hazards must be provided with suitable PPE.

63. TYPES, ISSUING AND MAINTENANCE OF PPE

Your site must be declared a:

- a. Hard Hat Zones, hard Hats must be provided to all employees and visitors and no one will be permitted on site without wearing a hard hat.
- b. Viz vests are to be worn by every person who is requiring access to the site and will always be worn whilst on site.
- c. Your site must be declared foot protection zones. Specific types of foot protection must be worn in different areas of work. For example, if you are working in cement or wet conditions the appropriate footwear for you to wear are gumboots.
- d. Eye and face protection such as goggles, face shields, welding helmets must be worn in the following situations: When using Jack and Kango hammers, angle and bench grinders, electric drills - overhead work into brick, cement or concrete, explosive Powered tools, concrete vibrators and pokers, hammer and chisel work, brazing work, flame cutting and gas welding torches, arc welding, skill and bench saws, spray painting equipment just to name a few.
- e. Hearing protection such as ear muffs or ear plugs must be used in the following situations.
- f. When using Jack or Kango Hammers, Angle Grinders, and explosive power tools. Wood or Aluminium Working Machines can also be harmful to ears; thus, precautions must be taken when using saws, planers, and routers to ensure workers avoid permanent induced hearing loss. Losing your hearing may make it difficult for you to get a job and work, so it is extremely important for you to look after your hearing as best as you can.
- g. Protective Gloves must be worn by employees when handling or using Cement, Bricks, Steel, Chemicals, Welding Equipment, Hammers and Chisels, Jack, or Kango Hammers.

- h. Suitable Respirators must also be worn by employees when working with Dry cement, Hazardous chemicals, Angle Grinders, Spray Painters and when working in dry dusty areas.
- i. Suitable masks, visors and respirators must be issued to all persons on site to ensure the spread of the Virus is prevented
- j. Suitable Safety Belts or Fall Arrest Equipment must be issued and must be correctly used by persons working in or on unguarded and elevated positions. Workers must use these safety belts when dealing with Scaffolding, Rigging, Lift Shafts, Edge work and Ring beam edges. Catch nets may be used as another method of fall prevention.

64. WEARING AND USE OF PPE

Protective clothing must be worn always when working in a hazardous environment.

The Contractor must ensure the PPE is in good condition and must be checked regularly.

All PPE is to be paid for by the contractor and not by the employees, this is also for casual workers.

65. RECORD KEEPING OF ISSUING OF PPE

Workers must be instructed in the correct use of the PPE and Records of PPE issued must be kept on file and workers must acknowledge receipt of the PPE. Workers must be informed that should they get injured whilst not wearing the prescribed PPE they could lose compensation.

It is the Contractors responsibility not to permit persons to work unless he/she wears the prescribed PPE.

GENERAL:

66. OFFENCES AND PENALTIES

Penalties may be imposed on the Principal Contractor and Contractors for on-going non-compliance with the provisions of the Client's coherent health & safety specifications, the Principal Contractor's coherent health & safety plan,

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Non-compliances identified during safety Practitioner audits and visits will be assessed on the risk that the pose as to what action will be taken.

67. COMPETENCY ASSESSMENT

The Principal Contractor must be reasonably satisfied that the contractors it intends to appoint have the necessary competencies and resources to safely conduct the work they will be appointed for. This should be established at tender stage and before appointments are made. Once the contractor is appointed, but before he/she begins work on site a site-Specific safety plan must be discussed and negotiated with the Principal Contractor. Such safety plan must be approved for implementation by the Principal Contractor. The Principal Contractor and Contractors must submit the following documentation for perusal and verification by the Client and Principal Contractor respectively: Coherent health & safety plan as compiled for this project; (including Risk assessments, safe work procedures, fall protection plan, PTW Issuer/PTW Holder certificates.

Management Structure as envisaged at tender (organogram).

Letter of Good Standing with the Compensation Commissioner or FEM. Proof of health & safety training and other related training; (CV and certificates)

Legislative appointment letters. Notification of Construction work; (prove notification was done)

68. PRICING FOR SAFETY COMPLIANCE

All contractors tendering on this project must ensure that they have made provision for the cost of all Health and Safety for this project and provide a written budget showing the breakdown of the safety equipment to be provided for this project.

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69. 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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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 one 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?		
9. If yes, are you taking medication?		
AND / OR		
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. Close contact: 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. Confirmed case: A person with laboratory confirmation of SARS-CoV-2 infection, irrespective of clinical signs and symptoms.		
16. Probable case: 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: 012 399 9300 for further assessment and advice.		

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ANNEXURE A – HEALTH AND SAFETY SUPPLEMENTARY INFORMATION

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

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

No	Description	No	Description
1	Chief Executive Officer (OSHACT 16(1))	17	Material Hoist Inspector (CR19(8)(a))
2	Contract Director/Manager (OSHACT 16(2))	18	Material Hoist Operator (CR19(6))
3	Construction Manager (CR 8(1))	19	Bulk Mixing Plant Supervisor (CR20(1))
4	Construction Supervisor (CR 8(7))	20	Bulk Mixing Plant Operator (CR20(2))
5	Assistant Construction Supervisor (CR 8(8))	21	Controller of Explosive Actuated Fastening Devices (CR21(2)(g)(1))
6	Construction Safety Officer (CR 8(5))	22	Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
7	Construction risk assessor (CR 9(1))	23	Controller of Temporary Electrical Installations (CR24('c))
8	Fall Protection Competent Person (CR 10(1))	24	Stacking Supervisor (CR28(a))
9	Traffic Safety Officer	25	Fire Extinguishing Equipment Inspector (CR29(h))
10	Safety Representative (where > 20 employees on site)	26	Fire Fighters (CR29(i))
11	Temporary work Designer (CR 12(1))	27	First Aider (GSR 3)
12	Temporary work Supervisor (CR12(2))	28	Fall Protection Plan Developer (CR 10(1)(a))
13	Excavation Supervisor (CR13(1)(a))	29	Incident Investigator (OSHACT 9(2))
14	Demolition Supervisor (CR14(1))	30	Competent Person – Confined Spaces (GAR 5(1))
15	Scaffold Supervisor (CR16(1))	31	Health and Safety technical Committee (CR 31)
16	Suspended Platform Supervisor (CR17(1))	32	General Machinery Competent Person (GMR 2)
33	COVID Manager Section 16 (5)	34	COVID Supervisor Section 5 (e)

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PROJECT DETAILS

PROJECT DIRECTORY:

Client	SANParks 643 Leyds Street, Muckleneuk Contact: Mr C Jones	Tel: 021-900 9060 email: curt.jones@sanparks.org
Client Agent	FC Holm CC 3 Varing Avenue, George Central, George, 6530 Contact: Mr F Holm	Tel: (044) 874 1606 email: curt.jones@sanparks.org

Description of Works
TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK,
CONTRACT NO: CI-TK-0033

Anticipated Construction Duration
26 Months

EXISTING ENVIRONMENT:

Hazards particular to this project by virtue of location:
Members of public and children: All necessary steps to be taken to protect them from any dangers associated with the construction works being undertaken.
Public Roads: Use of roads network to be carefully planned to accommodate public, tenants and traffic
Wild Animals: Snakes are known in the area

Overhead, Above Ground and Underground Services crossing the site:

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

Existing structures and surrounding land use (with a significant impact on Health and Safety):
The site is on the Coastline

Existing ground conditions and ground survey report:
Geotechnical report available

Existing Traffic Systems:
Conditions: Gravel road to parking and boardwalk to site that serves as a pedestrian walkway.
Restrictions to access: Applicable
Speed restrictions: Normal road restrictions

PROJECT HEALTH AND SAFETY REQUIREMENTS:

Contractor

Witness for Contractor

Employer

Witness for Employer

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

Working at Heights: With the additions and alterations, 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 site camp and surrounds as well as the work area and surrounds.

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.

Wild Animals: There are snakes in the area and the principle contractor will have to ensure that they or their workers do not get killed or hurt during the construction phase.

Normal construction hazards expected are as follow:

- Bricklaying
- Brush Cutting
- Compacting and filling / Compactors Operations
- Concrete / Concrete pumping
- Electric Tools & Electrical Installations
- Excavations
- Fire
- Hand Tools
- Hazardous Substances
- Kerb Laying
- Manual Handling of plant/material/equipment
- Members of public
- Metal work
- Noise and Dust
- Painting
- Plant / Vehicle and Equipment Operations
- Plastering
- Plumbing
- Road Construction
- Road Markings
- Scaffolding
- Site Establishment
- Steel fixing
- Temporary Works
- Traffic Management
- Transportation of workers
- Working at heights

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

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS

- Road Traffic Management
- Protection of Public

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ACTIVITIES REQUIRING PERMITS	
Permit to Dig / Permit to Enter Excavations:	Not applicable on this project
Permit to Work with Electricity:	Not applicable on this project
Confined Space Permit:	Not applicable on this project
Hot Works Permit:	Not applicable on this project
Permit to work under Power Lines:	Not applicable on this project
Blasting:	Not applicable on this project
Temporary Works:	To be determined

GENERAL ARRANGEMENTS	
Restrictions on times:	Monday - Friday 08:00 to 17:00 Saturday 08:00-13:00
Access to site by Construction Vehicles:	Yes, principal contractor to manage
Access to site by Construction workers & Visitors:	Visitors and personnel to report to site office
Site camp location and set up:	Restrictions/requirements, storage areas and security to be advised in consultation with principal agent
Ablution and Welfare:	Contractor to provide as per regulations
Environmental Conditions:	Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk
Induction Training:	All workers to receive induction training prior to commencement on site. Special reference to SANParks EMP.

PROTECTION OF SITE AGAINST UNAUTHORIZED ACCESS BY PUBLIC	
Excavation Fencing: Note that excavations that are accessible to public and must have suitable precautionary measures.	
Fencing: Note that excavations accessible to public, or adjacent to public roads / through fares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminates at night or when visibility is poor, or have other suitable precautionary measures if both of these are not practicable. The entire site is to be fenced off with ready fencing. There needs to be access control as well as security personnel on site at all times.	
General Fencing of Site: Note that construction site must be fenced off and have controlled access point.	
Warning Notices: Construction site, Visitors to report to the site office. Pedestrian arrow signage towards the other side of the road, Fire Extinguisher, First Aid, Emergency Assembly area and Emergency telephone numbers. Reflective vests, safety boots and dust masks signage to be displayed.	

PERSONAL PROTECTIVE EQUIPMENT (PPE)	
The Client requires the Contractor to ensure that employees (and other under his/her control) wear the following minimum PPE:	
Overalls:	Yes, required
Safety Harnesses:	May be, required
Hard Hats:	Yes, required
Safety Footwear:	Yes, required
Reflective Vests:	Yes, required
Goggles / Gloves / ear and respiratory protection	As per job function
Specialist equipment:	As per job function

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Employer

Witness for Employer

Contractor

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Employer

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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	Concrete
Paint	additives

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BASELINE RISK ASSESMENT

Revised as per COVID-19

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Baseline Risk Assessment

SITE ACTIVITIES

TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT GARDEN ROUTE NATIONAL PARK CONTRACT NO: CI-TK-0033

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

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

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

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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
	A7	Stacking & Storage	Fall, slip resulting in potential injury/damage	4	3	17	Construction Regulation 28(d)	Storage plan, induction training and restricted access
			Obstructing critical equipment and walkways	4	3	17	Construction Regulation 27 (a)(c)(g)	Storage plan, induction training and restricted access
			Flammable liquids catching fire	3	3	13	Construction Regulation 25(a)(b)(c)	Storage plan, induction training and fire fighting equipment
			Hazardous storage of materials	3	3	13	Hazardous Chemical Regulation (25)9A(2)	Storage plan, regular inspections
	A8	Handling of chemicals and fuels	Exposure	3	3	13	Hazardous Chemical Regulation 9A(1)(a-p)	PPE
			Inhalation	3	3	13	Hazardous Chemical Substances Regulation (36)(37)(38)	
			Burns to Skin	3	3	13	Hazardous Chemical Substances Regulations 9A(2); Material Data Sheet	
	A9	Temporary Low voltage Electrical installation	Exposure to live wires-electrocution	2	5	19	Construction Regulation 24(a)(b)	Lockable DB box, Inspection register
			Faulty earth leakage	2	5	19	SANS 10142	Competent person to do installation & inspection
			Short circuit causing fire	2	4	14	Construction Regulation 24(b)	Weekly inspection, Induction Training & Fire fighting equipment

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
	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
	A15	House keeping	Objects lying around can result in slip/fall	4	2	12	Construction Regulation 27(a)(b)	Regular cleaning of site
			Unhygienic conditions	3	3	13	Construction Regulation 27(d)	Induction Training
			Pollution of area	3	2	8	Construction Regulation 27(e)	Proper waste bins and waste removal
	A16	Fire prevention	Open Fires	3	3	13	Construction Regulation 29(a)	SANParks EMP & Code of conduct
			Inadequate fire fighting equipment	4	3	17	Construction Regulation 29(g)(h)	Inspection register, supervision
			Run away fires	4	4	21	Emergency evacuation plan	SANParks EMP & Code of conduct
			Accidental Fires	3	4	18	Construction Regulation 29(a)(d)(iii)	Designated smoking areas
	A17	Environmental pollution	Pollution of ground,air,workspace	3	2	8	Environmental Regulation 6(d)	SANParks EMP & Code of conduct
			Littering	4	2	12	SANParks Environmental Management Plan	Induction Training, Provide proper trash bins

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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)
Un-roadworthy vehicles				3	4	18	Construction Regulation 23(2)(i)(j)(k)	Vehicle check list and regular maintenance
Speeding/ Operation				3	4	18	Construction Regulation 23(2)(l)	Safe traffic route, imply penalties, traffic calming measures
Potential accident/collision				4	4	21	General Machinery Regulations 7(a)	Induction Training, Reflective vests, safe work area
Material/equipment fall from vehicle				4	4	21	Construction Regulations 23(1)(b)(g)(h)	Properly secure all goods
Vehicle/plant not used for correct purpose				3	3	13	Construction Regulations 23(1)(b)(c)	Supervision, controlled access to vehicle/plant
B2		Licencing of operators	Unauthorized operation of equipment	3	3	13	Construction Regulation 23(1)(d)(i)(ii)	Valid operator, restricted access to machinery, supervision
			Expired licenses	3	1	6	Construction Regulation 23(1)(d)(i)(ii)	Keep OHS file up to date
B3		Parking of vehicles	Runaway vehicle	3	4	17	Safe Operation Procedures (SOP)	Vehicle check list, use stop block behind tyres
			Parking in unsafe areas	3	1	4	Construction Regulation 23(2)(i)(j)	Demarcate proper parking areas

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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
	C2	Transportation of material or equipment with people	Material/equipment fall from vehicle	4	4	21	Construction Regulation 23(g)(h)	Properly secure all goods
			Potential accident/collision	4	4	21	Construction Regulation 23(2)(g)(h)(j)	Induction Training, Reflective vests, safe work area
	C3	Towing a Trailer	Vehicle accident	4	4	21	Construction Regulations 23(e); Occupational Health and Safety Act 24(1)(c)(iii)(iv)	Awareness, trained operator
			Towing coupler failure	3	3	13	Construction Regulation 22(e)	Inspection Register
Hand Tools	D1	Injury Due to	Incorrect tools used	4	3	17	Hand tool register, Induction Training,	Supervision
			Defective tools	4	3	17	Safe Operation Procedure	Supervision
			Struck by flying debris	3	3	13	Safe Operation Procedure	PPE
	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

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Shaving flying into eyes	3	3	13		PPE, Supervision
			Accidental injury	4	3	17	Electrical Machinery Regulations 10(4)	PPE, Supervision
			Electrocution	3	5	22	Electrical Machinery Regulations 10(1) (a)(b)	Tool inspection register
	D3	Angle Grinder	Cutting disc cracked and breaks	3	3	13	Safe Operation procedure, Toolbox Talks	PPE, Supervision
			Shaving flying into eyes	3	3	13	Electrical Machinery Regulations 10(3)	PPE, Supervision
			Exposure to noise	3	3	13	Noise Induced Hearing Loss Regulations (7)(1)(a)(b)(c)(d)	PPE
			Vibration	2	2	5	Safe Operation procedure, Toolbox Talks	
			Accidental injury	4	3	17	Safe Operation procedure, Toolbox Talks	PPE, Supervision
			Electrocution	3	5	22	Electrical Machinery Regulations 10(1) (a)(b)	Tool inspection register
	D4	Other electrical portable hand tools	Electrocution	3	5	22	Electrical Machinery Regulations 10(1) (a)(b)	Tool inspection register, inspect extension cord
			Exposure to noise	3	3	13	Noise Induced Hearing Loss Regulations (7)(1)(a)(b)(c)(d)	PPE
			Vibration	2	2	5	Safe Operation procedure, Toolbox Talks	
			Accidental injury	4	3	17	Safe Operation procedure, Toolbox Talks	PPE, Supervision
			Shaving flying into eyes	3	3	13	Safe Operation procedure	PPE, Supervision
	D5	Explosive actuated fastening device	Malfunction of equipment causing injury/damage	3	3	13	Explosive Regulations 15(a)(b)	Tool inspection register, inspect extension cord
Accidental injury			3	3	13	Explosive Regulations 15(b)	PPE, Supervision	

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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
			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

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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
	F2	Machine Digging of holes/trenches	Collapse of trench	3	3	13	Construction Regulation 14(4)(iii)	Excavation inspection register by component person daily
			Collapse of adjacent structure	3	3	13	Construction Regulation 11(1)(a)	Safeguard adjacent structures
			Malfunction of machinery	3	3	13	General Machinery Regulations 2(2)	Machinery Inspection Register
			Unauthorized driver	2	2	5	General Machinery Regulations 2(1)	Trained operator, supervision, restricted access to machinery
			Unnecessary Damage to environment	3	2	9	SANParks Environmental Management Plan	Induction Training, designated work area
	F3	Tipping of material	Material falling on to person	3	3	13	Construction Regulation 23(g)	PPE, Safe Work area, Flag men
			Malfunction of equipment causing injury/damage	3	3	13		
	F4	Use of Jackhammer	Exposure to excessive noise	3	3	13	Noise Induced Hearing Loss Regulations 7(1)(a)(b)(c)(d)	PPE
			Injury due to malfunction of equipment	3	3	13		Inspection Register
			Exposure to prolonged vibration	3	3	13		

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
	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
			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
Installation of pipes/cables	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
Temporary Works	H1	Shoring/formwork/ Shuttering	Collapse of equipment	3	3	13	Construction Regulation 12(1)(2)	Built by competent person, PPE
			Injury during assembly/dismantling	3	3	13	Construction Regulations 12(3)(a)	Induction Training, PPE, Supervision
			Failure of equipment	3	3	13		Inspection register
			Collapse/bursting of structure	2	3	9	Construction Regulation 12(3)(c)(f)	Design of structure to be loaded to be approved by competent designer

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Witness for Contractor

Employer

Witness for Employer



Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Inaccessibility to work area	2	3	9	Construction Regulation 10(1)(b):(2)(a)(b)	Adequate safe access provided
			Fall, slip from shoring/formwork	3	3	13		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)
	H2	Stop & Go Procedures - Moving Vehicles	injuries to employees involved in an accidents while setting up and taking down Stop/Go procedure	4	4	21	Construction Regulation 12(3)(d)	Visibility jackets, radio communication
	Injuries to employees involved in an accidents - in the midst of Stop/Go activity		4	4	21			
	Injuries to road users involved in an accidents - approaching a Stop/Go activity		4	4	21	Construction Regulation 12(3)(d)		
Concrete	I1	Manual Mixing	Cement dust inhalation	3	2	8	Hazardous Chemical Substances Regulations 8(a)(b)(c)	Material Safety Data Sheet, PPE, Supervision
			Hazardous substance contact - dry cement mix	3	3	13	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
	I2	Concrete Mixer Machine	Poor ventilation causing ill health	3	2	8	General Safety Regulations 5(5)	PPE, additional ventilation
			Accidental injury through flying objects	3	3	13	Hazardous Chemical Substances Regulations 10(3)	Induction training, supervision
			Spillage/ pollution	4	3	17		PPE, Concrete mixing sheet

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Employer

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Clothing/body parts getting caught in open pulley. V-belts etc.	3	3	13		Induction training, inspection register, all moving parts covered with guard
	I3	Bulk Mixing Plant	Unauthorized operation	3	2	8	Construction Regulation 20(1)(a)(b)	Competent Operator, Supervision
			Malfunction of equipment causing injury/damage	3	3	13		Inspection Register & maintenance register
	I4	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
			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		
Working at heights	J1	Climbing up and down equipment	Fall from equipment	4	3	17	General Safety Regulations (6)	Induction, PPE, Fall Protection plan
			Equipment used for incorrect purposes	3	3	13		Induction training, supervision
			Equipment failure resulting in injury/damage	3	3	13		Inspection register
	J2	Working on Scaffolding	Collapse of Scaffolding	3	3	13	Construction Regulation 16(1)	Competent scaffold erector, inspection register
			Person slipping/falling from scaffolding	4	3	17	Construction Regulation 16(2)	Fall protection plan, safety harnesses, barricades

Contractor

Witness for Contractor

Employer

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			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
Work in Confined Spaces	K1	Confined Spaces	Lack of oxygen	2	3	9	General Safety Regulations 5(1)	Additional ventilation
			Intoxicating Fumes	2	3	9	General Safety Regulations 5(1)(2)(a)(b)	Respiratory masks
Construction	L1	Bricklaying	Injury due to sharp bladed tools	3	3	13	Occupational Health and Safety 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
	L2	Plastering	Falling Material onto person	3	3	13	Safe Operation Procedures (SOP)	PPE, Induction Training
			Fall from heights	3	3	13		PPE. Fall Protection Plan

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			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	Unauthorized 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, Fire fighting equipment
			Improper ventilation	3	3	13		Restricted access
			Unauthorized access to flammable liquids	3	3	13		PPE. Fall Protection Plan
			Fall from heights	3	3	13		
	L4	Tiling	Injury due to sharp bladed tools	3	3	13	Safe Operation Procedures (SOP)	PPE, Induction Training
			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	

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			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		
	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

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			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
			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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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				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 Competent person to do installation & inspection Supervision Apply lockout procedure before doing connections PPE
			Electrocution	3	5	22	Construction Regulation 24(a)(b)(c)	
	Dangerous/unsafe cable Joints		3	3	13	Electrical Installation Regulations 2(1)(2)(3)		
	Accidental switch on while work in progress		3	5	22			
	Short circuit can blow up when switching		3	5	22			

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
	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
Metalwork	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		Fire fighting 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
	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

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			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	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	PPE, Induction training
			Accidental Fire	3	3	13		Fire Fighting equipment, Induction Training, Emergency Plan
			Accidental spillage	4	3	17		SANParks EMP & Code of conduct
			Potential accident/collision of vehicle	4	3	17	Hazardous Chemical Substances Regulations 4(a)(b)(c)	Induction Training, Reflective vests, safe work area
			Hazardous fumes inhalation	3	3	13	Hazardous Chemical Substances Regulations 6(1)(a)(b)	PPE, Induction Training
			Hazardous Chemical Exposure	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)(b)	PPE, Material Data Sheet, induction Training
	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	

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Radio active exposure due to Non-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
			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, Fire fighting equipment
			Unauthorized access to flammable liquids	3	2	8		Restricted access

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Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
	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
Metalwork	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		Fire fighting 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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Maximum Reasonable Consequence (C)

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

Likelihood of the event occurring(L)

L	Description of probability or potential of event occurring		
5	Very High	Common regular occurrence	Almost certain to happen
4	High	Possibility of regular occurrence	Likely to happen / Known to happen
3	Moderate	Isolated incidents - Could happen	Has been reported from 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

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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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BASELINE RISK ASSESSMENT
COVID 19

TSITSIKAMMA RESTAURANT PRECINCT DEVELOPMENT
GARDEN ROUTE NATIONAL PARK
CONTRACT NO: CI-TK-0033

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
				L	C	R			
Entry Onsite Under COVID-19 Pandemic	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.
Onsite Establishment for Activities	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 amendments made to the NRTA through the "Disaster Management Act".	C	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, 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

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Steps in operation	Ref No.	Hazard	Risk	L	C	R	Controls Measures	Action Period (AP)	Action to mitigate
									allowed on the vehicle and be requested to stay at home.
Access to site	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.
Lack of Access control on site	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 "Disaster Management Act". Continuous Risk Assessment tool	A	Contractors should register participants' contacts and daily attendance for the purposes of contact tracing, Have a 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, 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.

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Steps in operation	Ref No.	Hazard	Risk	L	C	R	Controls Measures	Action Period (AP)	Action to mitigate
Emergency Team	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 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.
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	"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.

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Steps in operation	Ref No.	Hazard	Risk	L	C	R	Controls Measures	Action Period (AP)	Action to mitigate
Workers care during operation	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.
Workers hygiene	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 point should also regularly advise participants and contractors to avoid touching eyes, nose, and mouth with unwashed hands.

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Steps in operation	Ref No.	Hazard	Risk	L	C	R	Controls Measures	Action Period (AP)	Action to mitigate
Transportation of Workers	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.
Tools and Equipment usage on site	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 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.

Contractor

Witness for Contractor

Employer

Witness for Employer



Steps in operation	Ref No.	Hazard	Risk	L	C	R	Controls Measures	Action Period (AP)	Action to mitigate
Sharing and usage items	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.
Distance and spaces during activities on site	Al 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 working shifts, or time lags to reduce concentrations of participants in the same space, when applicable and where possible. Hand shaking and other ways of physical greetings must be avoided.
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.

Contractor

Witness for Contractor

Employer

Witness for Employer



Steps in operation	Ref No.	Hazard	Risk	L	C	R	Controls Measures	Action Period (AP)	Action to mitigate
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.
	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.

Contractor

Witness for Contractor

Employer

Witness for Employer



Steps in operation	Ref No.	Hazard	Risk	L	C	R	Controls Measures	Action Period (AP)	Other Controls
Infections Precautions and Hygiene Practise	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.
	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"

Contractor

Witness for Contractor

Employer

Witness for Employer



Steps in operation	Ref No.	Hazard	Risk	L	C	R	Controls Measures	Action Period (AP)	Action to mitigate
<p>Actions and Isolation when affected</p>	<p>Ax C-19</p>	<p>Not going into quarantine or self isolation</p>	<p>Infections and contamination that may lead to transfer of diseases</p>	<p>3</p>	<p>3</p>	<p>13</p>	<p>COVID -19 Regulations and Guidelines, Occupational Health and Safety Act.</p>	<p>D</p>	<p>"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 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)."</p>

Contractor

Witness for Contractor

Employer

Witness for Employer



COVID – 19 Risk Rating Matrix

DEFINITIONS		Probability (1 - 5)		Determining your prioritisation rating (AP)			
Hazard	Is a condition, activity, object or substance that has the ability to cause harm.	1	Highly improbable	%	Prioritization indicator	Action	
Risk	Is the chance or likelihood of a hazard causing harm or damage.	2	Less than even chance	1% - 20%	E	Monitor the situation	
Probability	The likelihood of a specific outcome/consequence	3	Improbable	21% - 40%	D	Within six months	
Frequency	A measure of the rate of occurrences of an event expressed as the number of occurrences at a given time	4	Probable	41% - 60%	C	Within one month	
Severity	Degree or harm of the outcome/consequence	5	Inevitable	61% - 80%	B	Within one week	
This HIRA does not necessarily cover all hazards associated with the operation / equipment. It is designed as a guide to compliment the Operational Specific HIRA, which must be carried out for each task forming part of an operation.				81% - 100%	A	Immediate	
Frequency (1 - 5)		Severity (1 - 15)					
1	Hazard arise 2 yearly	1	Superficial injuries, minor cuts and bruises, nuisance and irritations (e.g. eye irritations & headaches), ill health leading to temporary discomfort.	6	Laceration, burns, concussion, serious sprains, minor fractures, deafness, dermatitis, asthma, work related upper limb disorder, ill health leading to permanent minor disablement.	11	Amputation, major fractures, poisoning, multiple injuries, fatal injuries, Occupational cancer, other severely life shortening diseases, acute fatal diseases.
2	Hazard arise yearly	2		7		12	
3	Hazard arise every month	3		8		13	
4	Hazard arise every week	4		9		14	
5	Hazard permanently present	5		10		15	

Contractor

Witness for Contractor

Employer

Witness for Employer

DRAFTING COMMITTEE

INITIALS	SURNAME	DESIGNATION	CONTACT DETAILS	HIRA TRAINING	SIGNATURE	DATE
Z	Mkhonza	Health & Safety Officer	012-426 5199	Yes		
C	Jones	Regional Project Manager	021-900-9060	Yes		
F	Holm	Architect	044-874-1606	No		
B	Hendrickse	Quantity Surveyor	021-528-8980	No		
Z	Bobat	Quantity Surveyor	021-528-8980	No		

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Annexure B

Environmental Management Plan

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**



Environmental Management Plan

Part 1

General construction activities

Park: GARDEN ROUTE NATIONAL PARK

**Project: TSITSIKAMMA RESTAURANT PRECINCT
DEVELOPMENT IN GARDEN ROUTE NATIONAL PARK
CI-TK-0033**

Prepared by:



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

1. ENVIRONMENTAL MANAGEMENT PLAN

A. DECLARATION

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

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

EMPLOYER

Name: _____

Signature: _____

Date: _____

CONTRACTOR

Name: _____

Signature: _____

Date: _____

Part 1

Contractor

Witness for Contractor

Employer

Witness for Employer

1. ENVIRONMENTAL MANAGEMENT PLAN

1.1 GENERAL

Definition of an “**Environmental Management Plan**”:

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

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

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

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

1.2 OBJECTIVES OF THE EMP

The EMP has the following goals:

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

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

Definition of “**mitigation measures**”:

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

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

1.3 COMPONENTS OF THE “EMP”

1.3.1 Introduction

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

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

1.3.2 The EMP in Context

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

1.3.3 Flexibility

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

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.

Contractor

Witness for Contractor

Employer

Witness for Employer

1.3.5.1 Appointment of an Environmental Control Officer

The position of Environmental Control Officer has been created to ensure that the mitigation measures and other requirements set forth in the EMP are adhered to. It is recommended that SANParks appoint an Environmental Control Officer (ECO) during the construction phase of the project. The ECO can be a Section Ranger.

The following guidelines apply to the functions of an ECO:

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

1.3.6 Feedback to Park Manager and ECO

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

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

1.3.7 Failure to comply with EMP

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

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

- **Step 3**
The ECO shall order the contractor to suspend part, or all, the works. The suspension will be enforced until 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.

Contractor

Witness for Contractor

Employer

Witness for Employer

Part	
2	

2. DESCRIPTION OF MITIGATION MEASURES

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

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

2.1 PRE-CONSTRUCTION MANAGEMENT PLAN

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

2.1.1 EMP TRAINING

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

2.1.2 CONTRACT AREAS

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

2.1.3 SENSITIVE ECOLOGY

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

2.1.4 HERITAGE AREAS

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer



2.1.6 SITE ESTABLISHMENT

Mitigation / Management Action	Responsible Agent
Construction camps and staff accommodation facilities on the site will be required to be established in appropriate locations prior to the commencement of construction, preferably within already disturbed areas. After completion of the contract, these areas will be required to be rehabilitated.	ECO & Contractor
<p>Site Plan: Before construction can begin, the Contractor shall submit a site layout plan to the ECO for approval, including:</p> <ul style="list-style-type: none"> • Site access (including entry and exit points). • All material and equipment storage areas (including storage areas for hazardous substances such as fuel and chemicals). • Construction offices and other structures. • Security requirements (including temporary and permanent fencing, and lighting) and accommodation areas for security staff. • Solid waste collection facilities and waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. • Storm water control measures. • Provision of potable water and temporary ablation facilities. • Only designated areas may be used for the storage of materials, machinery, equipment and site offices. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be disturbed areas along routes. Offices (and in particular the ablation facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles) must be located as far away as possible from any watercourse. Regardless of the chosen site, the Contractor's intended mitigation measures shall be indicated on the plan. 	Contractor
Throughout the period of construction, the contractor shall restrict all activities to within the designated areas on the construction layout plan. Any relaxation or modification of the construction layout plan is to be approved by the ECO.	ECO & Contractor
<p>Site Camps: The following restrictions or constraints should be placed on the site camp, and construction staff in general:</p> <ul style="list-style-type: none"> • The use of rivers and streams for washing of clothes. • The use of welding equipment, oxy-acetylene torches and other bare flames where veld fires constitute a hazard. • Indiscriminate disposal of rubbish or construction wastes or rubble. • Littering of the site. • Spillage of potential pollutants, such as petroleum products. • Collection of firewood. • Poaching of any description. • Use of surrounding veld as toilets. 	ECO & Contractor

<ul style="list-style-type: none"> • Burning of wastes and cleared vegetation. • No concrete structures allowed, if the site camp is within the Park boundaries. 	
<p>Vegetation clearing: The natural vegetation encountered on the site is to be conserved and left as intact as possible. Only trees and shrubs directly affected by the works, and such others as may be approved by the ECO in writing, may be felled or cleared. A firebreak shall be cleared and maintained around the perimeter of the site camp/s and office sites where necessary.</p>	ECO & Contractor
<p>Water for human consumption: Water for human consumption should be available at the site offices and at other convenient locations on site.</p>	ECO & Contractor
<p>Sewage Treatment: Sanitary arrangements should be to the satisfaction of the Park Manager and ECO. In no other ablation 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 ablation facilities must be screened from the public view. In remote areas where chemical toilets may not be a viable option, agreement must be reached on alternatives before construction starts.</p>	ECO & Contractor
<p>Cooking Fuel: The Contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. Collection of firewood is not permitted.</p>	ECO & Contractor
<p>Waste Management: Solid waste shall be stored in an appointed area within the site camp in covered drums for collection and disposal. Disposal of solid waste shall be at an approved landfill site – this must be agreed to with the Park Manager. During the construction period, the facilities shall be maintained in a neat and tidy condition, and the site is to be kept free of litter. At all places of work, the Contractor shall provide litter collection facilities for later safe disposal at approved waste disposal sites.</p>	ECO & Contractor

[Signature Box]

Contractor

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Witness for Contractor

[Signature Box]

Employer

[Signature Box]

Witness for Employer



2.1.7 MATERIALS HANDLING, USE AND STORAGE

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

2.1.8 WATER SUPPLY

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

2.1.9 LIQUID WASTE

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

2.2.1 VEHICULAR ACCESS AND MOVEMENT OF CONSTRUCTION VEHICLES

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

2.2.2 MOVEMENT OF CONSTRUCTION PERSONNEL, LABOURERS AND EQUIPMENT

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

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Contractor

[Signature Box]

Witness for Contractor

[Signature Box]

Employer

[Signature Box]

Witness for Employer



2.2.3 VEGETATION CLEARING

Mitigation / Management Action	Responsible Agent
The extent of all construction site footprints will be minimised and limited to existing and / or already disturbed areas wherever possible.	ECO & Contractor
The areas needing to be cleared and the degree of clearing required will be determined and demarcated in consultation with the ECO before clearing begins.	ECO & Contractor
The Contractor may not deface, paint or otherwise mark and / or damage natural features / vegetation on the site, unless agreed beforehand with the ECO. Any features / vegetation defaced by the Contractor will be restored to the satisfaction of the ECO.	ECO & Contractor
The ECO must be present during vegetation clearing.	ECO
Plant Search and Rescue: <ul style="list-style-type: none"> Plant search and rescue (i.e. the location and removal of specified plant species, without unnecessary damage, and their transfer to a specified location) and the collection of seed, shall be conducted by the ECO prior to the onset of any site clearing operations, should the ecologist/ SANParks Scientific Services indicate this to be necessary. Sensitive areas and/or species that have been selected for conservation by the ecologist / SANParks Scientific Services, Park Manager or ECO, shall be demarcated with danger tape. No activity shall take place at these areas. De-stumping shall only occur at the request of the ECO. Where roots can act as erosion protection, trees should be cut as close as possible to the ground level. During the clearing of woody vegetation no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimised as far as possible. 	ECO & Contractor
Vegetation Removal and Trimming in Watercourses: No heavy machinery shall be permitted within watercourses for any purpose, except emergency procedures, without the prior approval of the ECO. Clearing of vegetation shall be conducted by hand. All cleared and trimmed vegetation shall be removed from any watercourse to prevent flooding/snagging hazards being created.	ECO & Contractor
Rehabilitation: The Park Manager, ECO, and Contractor must agree on rehabilitation of areas. The Contractor shall be held responsible for rehabilitation for all areas disturbed during construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the Defects Liability Period.	ECO & Contractor

2.2.4 PROTECTION OF FAUNA

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

2.2.5 HERITAGE AND/OR ARCHAEOLOGICAL SITES

Mitigation / Management Action	Responsible Agent
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. 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.	ECO & Contractor

2.2.6 SOIL MANAGEMENT

Mitigation / Management Action	Responsible Agent
Topsoil: The Contractor is required to strip topsoil together with grass / groundcover from <u>all</u> areas where permanent or temporary structures are located, construction related activities occur, and access roads are to be constructed, etc. This must be read together with the contract specifications & conditions. Topsoil must be stockpiled for later use.	ECO & Contractor
Topsoil is to be handled twice only - once to strip and stockpile, and secondly to replace, level, shape and scarify.	ECO & Contractor
Topsoil stockpiles are not to exceed 1.5 m in height and should be protected to prevent erosion where needed.	ECO & Contractor
Topsoil stockpiles are to be maintained in a weed free condition. The ECO can assist with guidance as to which plants are weeds and require removal.	ECO & Contractor

Contractor

Witness for Contractor

Employer

Witness for Employer



Topsoil is to be replaced by direct return where feasible (i.e. replaced immediately on the area where construction is complete), rather than stockpiling it for extended periods.	ECO & Contractor
Spoil Material: The location of spoil stockpile sites shall be agreed upon by the ECO prior to the onset of any operations that will generate spoil materials. No spoil material shall be dumped outside the defined site. The Contractor shall ensure that the material does not blow or wash away. If the spoil material is in danger of being washed or blown away, the contractor shall cover it with a suitable material, such as hessian or plastic.	ECO & Contractor

2.2.7 EROSION CONTROL

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

2.2.8 SLOPE PROTECTION

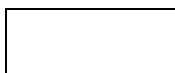
Mitigation / Management Action	Responsible Agent
Cut and fill slopes shall be shaped and trimmed to approximate the natural condition and contours as closely as possible and, where possible, be undulating. Levels incongruous to the surrounding landscape, shall be reshaped as per contract specifications.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

2.2.9 ACCESS ROADS

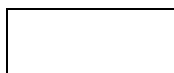
Mitigation / Management Action	Responsible Agent
Construction staff may only use authorised paths and roads.	ECO & Contractor
The proclaimed speed limit in the Park must be strictly adhered to.	ECO & Contractor
ECO will monitor the conduct of drivers and report any negative impact to the contractor immediately.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

2.2.10 EXCAVATION, BACKFILLING AND TRENCHING

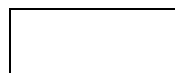
Mitigation / Management Action	Responsible Agent
Where at all possible, excavations must not stand open longer than 2 days, and should preferably be opened and closed on the same day. They should not be permitted to stand open longer than a week under any circumstances. Excavations must be marked with tape to clearly demarcate the area and warn against access.	ECO & Contractor
Excavations must not be undertaken until such time that all required materials / services etc. are available on-site, to facilitate immediate laying of such services or the construction of subsurface infrastructure.	ECO & Contractor
Any such excavations should ideally be undertaken within the confines of an established construction site - i.e. a site that is either protected with a peripheral fence, or a site that has a regular / continual human presence. Failing this, regular daily inspections are essential.	ECO & Contractor
If need be, spread the rocks in as natural looking manner as possible in the veld.	ECO & Contractor
Excess rocks and sand as a result of excavation activities is not to be dumped along next to construction site – rocks to be spread in a natural looking manner in the surrounding area.	ECO & Contractor
Removed soil is to be used to backfill areas where required (i.e. such as existing and un-rehabilitated gravel pits).	ECO & Contractor



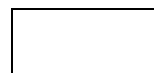
Contractor



Witness for Contractor



Employer



Witness for Employer



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

2.2.13 STOCKPILING, HANDLING AND STORAGE OF BUILDING MATERIALS

Mitigation / Management Action	Responsible Agent
Stockpiles and storage yards will be demarcated in areas already disturbed or where they will cause minimal disturbance.	ECO & Contractor
Clearly indicate which activities are to take place in which areas within the site e.g. the mixing of cement, stockpiling of materials etc. Limit these activities to single sites only. This may not always be possible for example for heaps of topsoil, but should definitely be the case for other building materials.	ECO & Contractor
Stockpiles of expensive materials such as cement bags should be such that they can easily be removed from the site over weekends or during rainy weather.	Contractor
Specific sites should be allocated for construction waste e.g. empty cement bags, discarded planks, etc. A low temporary fence may be erected around	ECO & Contractor

such a site in order to contain the waste and assist the effective removal thereof from the site.	
Old cement mixing bags will be placed in wind and spill proof containers as soon as they are empty. The Contractor will not allow closed, open or empty bags to lie around the site.	ECO & Contractor
The Contractor will ensure that all operations that involve the use of cement and concrete are carefully controlled.	ECO & Contractor
Concrete mixing may only take place in the construction camp or in agreed specific areas on site.	ECO & Contractor
Concrete may not be mixed directly on the ground. No mixed concrete may be deposited directly onto the ground prior to placing. A board or other suitable platform / surface is to be provided onto which the mixed concrete can be deposited whilst it waits placing.	ECO & Contractor
All visible remains of excess concrete will be deposited in a designated area awaiting removal to an approved landfill site.	ECO & Contractor

2.2.14 SERVICING AND RE-FUELLING OF CONSTRUCTION EQUIPMENT

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

Contractor

Witness for Contractor

Employer

Witness for Employer



2.2.15 SOLID WASTE MANAGEMENT

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

2.2.16 LIQUID WASTE MANAGEMENT

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

All soil contaminated, for example by leaking machines, refuelling spills etc. is to be excavated to the depth of contaminant penetration, placed in 200 litre drums and removed to an appropriate landfill site.	ECO & Contractor
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2.2.17 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

2.2.18 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

Contractor

Witness for Contractor

Employer

Witness for Employer



2.2.19 FIRE

Mitigation / Management Action	Responsible Agent
The Contractor must take all the necessary precautions to ensure that fires are not started as a result of activities on site.	Contractor
No fuels or chemicals may be stored under trees.	ECO/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 fire fighting equipment.	Contractor
The construction site must be protected against fire, and a sufficient fire break must be constructed, on advice by the Section Ranger, around each construction site and the construction camp where necessary.	ECO/Contract or

2.2.20 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

2.2.21 NOISE

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

2.2.21 VISUAL

Mitigation / Management Action	Responsible Agent
Security lighting must be placed such that it is not a nuisance to residents and visitors to the area. Shields may be required to prevent lights from being visible from other parts of the protected area.	ECO/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 may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effects of such activities.	ECO/Contract or
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

Contractor

Witness for Contractor

Employer

Witness for Employer



2.3 MONITORING OF EMP IMPLEMENTATION

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

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

2.3.1 Monitoring Form:

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

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

Name:	Date:
Project:	

ENVIRONMENTAL MONITORING CHECKLIST					
(NC = NON-COMPLIANCE, C = COMPLIANCE, NA = NOT APPLICABLE)					
Item	Rating	Item	Rating	Item	Rating
1.		13.		Stockpiling, handling and storage of building materials	
2.		14.		Servicing and re-fuelling of construction equipment	
3.		15.		Liquid waste management	
4.		16.		Hazardous materials	
5.		17.		Run-off from construction camps	
6.		18.		Fire	
7.		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		A.	Others
12.	Sand extraction			
Remedial Action on Non-compliance: (Action and Time Plan)				
Close out: Environmental Control Officer			Response required by: Contractor	
Name _____			Name _____	
Date _____			Date _____	
Comments:				
Records:				
<input type="checkbox"/> PARK MANAGER <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> PROJECT MANAGER				

Contractor

Witness for Contractor

Employer

Witness for Employer

ANNEXURE C

CODE OF CONDUCT FOR WORKING IN A NATIONAL PARK

Contractor

Witness for
Contractor

Employer

Witness for
Employer



SOUTH AFRICAN NATIONAL PARKS

CODE OF CONDUCT FOR WORKING IN A NATIONAL PARK

OUTSIDE ORGANISATIONS WORKING TEMPORARILY IN A NATIONAL PARK

CODE OF CONDUCT FOR PERSONNEL FROM OTHER ORGANISATIONS TEMPORARILY WORKING IN NATIONAL PARKS

1. INTRODUCTION

You will presently begin an important task in a national park, which is an area controlled by South African National Parks (SANParks). For obvious reasons your task must be completed in the shortest possible time and to accomplish this, there has to be co-operation at all levels between yourselves and personnel from SANParks.

In the past, you and your sub-ordinates worked in uncontrolled areas, but you are presently in a controlled area and furthermore in a national park.

As the name implies, the main objective with a national park is the protection, conservation and utilization of our heritage, in such a way to allow future generations to enjoy, appreciate and admire nature in its unspoiled state. This great endeavor can only be achieved if every individual who works in a national park admits to and accepts nature conservation as part of their heritage (daily life). Certain procedures were followed in the past to accomplish your tasks, but now you must accept that adaptations will have to be made to complete your task in a national park without disturbing the natural environment.

You will also be subjected to certain necessary restrictions during your stay and operations in a national park. Certain expectations will be made in accordance with your work commitments. Restrictions will be kept to a minimum, those that are enforced must please be respected and seen in a positive light to promote co-operation and to prevent any unpleasantness.

Depending on where you are resident while working in a national park, you are requested to discuss any problems you may encounter, with the Park Manager, (*Section Ranger or the person in charge of Visitor Services*). You can be assured that these officials will do everything in their power to ensure that you have a pleasant and productive stay in the national park.

Please study and commit yourself to the attached Code of Conduct.

Any uncertainties must be cleared up with a SANParks' official.

We wish you a pleasant and productive stay in our national parks.

2. PRINCIPLES WITH RESPECT TO BEHAVIOUR AND DISCIPLINE

All persons residing in or working in a national park, are subject to the National Environmental Management Protected Areas Act 57 of 2003.

The following principles should be complied with at all times in a national park:

- 2.1 No prospecting or mining is allowed on any land forming part of a national park or protected area.
- 2.2 No person, except an employee 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;
 - 2.1.3 Hunt or kill an animal, collect, damage or destroy a bird's nest or it's eggs;
 - 2.1.4 Purposely or negligently cause a veld fire or damage any object of geological, archaeological, historical, ethnological or of any other scientific value to SANParks;
 - 2.1.5 Bring any animal or pet into a national park or allow domestic animals to stray into a national park, if found it will be confiscated and destroyed by an official;
 - 2.1.6 Remove any animal (dead or alive) or parts thereof from the park (unless lawfully brought into the park);
 - 2.1.7 Cut down trees or remove plants from a park or in any way damage any tree, plant or seeds;
 - 2.1.8 Feed animals in national parks;

Contractor

Witness for Contractor

Employer

Witness for Employer



- 2.1.9 Drive a vehicle without a licence or allow a minor to drive a vehicle under his control;
- 2.1.10 Spend the night anywhere in a national park, (other than in a designated area) except in a rest camp or private home, without the permission of SANParks;
- 2.1.11 Enter a national park in an:
 - Unlicensed (or unregistered) vehicles;
 - Enter or use any closed road (no entry);
- 2.1.12 Vehicles may not be driven recklessly or negligently in a national park.
- 2.1.13 All drivers must consider other drivers and all animals.
- 2.1.14 No person under the influence of alcohol or drugs may drive a vehicle in a national park or be in the drivers seat of a vehicle with the engine running.
- 2.1.15 Without special permission, no person may organize or perform public entertainment or fund-raising campaigns.
- 2.1.16 Angling in rivers or dams is prohibited.
- 2.1.17 Angling, where permitted, is only allowed from sunrise to sunset.
- 2.1.18 Swimming is prohibited at designated angling areas.
- 2.1.19 No person may damage property or endanger property belonging to SANParks.
- 2.1.20 No person may use a radio or musical instruments in such a way as to cause a disturbance to others.
- 2.1.21 No person may dispose of any article or rubble other than in containers provided by SANParks.
- 2.1.22 No person may remove sand, stone or wood without the permission of SANParks.
- 2.1.23 Unless issued with an official late permit, no one may travel from a rest camp or entry gate after gate closing times. Permits are issued by the Park Manager or designated person after acceptance of a legitimate motivation.
- 2.1.24 The proclaimed speed limit in a national park must be strictly adhered to, except if and when concessionary speed limits have been approved.

3. RESPONSIBILITIES TOWARDS NATURE CONSERVATION

- 3.1 Antiquities or objects of historical value which you may discover during your operation in a national park, are and remain the property of SANParks. These items must be handed the Park Manager or designated person as soon as possible. Any person found possession of such articles, either to keep or sell, will be liable to prosecution.

- 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 removed from any area, unless permission has been granted by the Park Manager or designated person. These products may only be removed from sites specified by the Park Manager.
- 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.
- 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 if, must be sent to the Park Manager or designated person as soon as possible.

NB Snakes may only be killed in residences, rest camps and living quarters if it cannot be captured and removed by a knowledgeable person. Under no circumstances may poisonous or non-poisonous snakes be killed in the bush or elsewhere. Residents in a park are encouraged to study the poisonous and non-poisonous snake species for their own protection.

4. FIREARMS

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

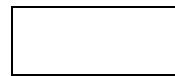
All residents and work teams are expected to have proper respect towards the scenic beauty of a national park and not litter tins, paper etc. as well as construction debris, where new roads, bridges, dams or buildings are being constructed. It is the duty of the contractor and/or his supervisors to ensure 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



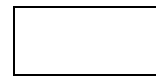
Contractor



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Employer



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find out from the Park Manager or designated person if and where litter may be dumped. Littering is a serious offence and perpetrators can be prosecuted.

NB: After completion of any project, a contractor is required to obtain a report from the Park Manager declaring his satisfaction with the condition of the terrain and immediate surroundings.

6. PETS

No dogs or other pets are allowed in a national park without written permission of the Executive Director: Parks.

7. PERSONNEL RELATIONS

7.1 Park Managers or any designated person are officials of the SANParks and are responsible for the enforcement of the Protected Areas Act 57, 2003 in their respective parks. To uphold the organization's authority, they have to be aware of all activities and especially extraordinary activities in their park. It is therefore not only a matter of courtesy but of necessity to report all activities to the Park Manager. It is very important that all new building activities, the construction of new roads, etc., be reported by the supervisor to the Park Manager. It is just as important to report the use of firebreak roads as well as unscheduled night trips to the Park Manager.

7.2 No person residing or working in a rest camp may leave the rest camp gate after gate closing times, without the Park Manager's or designated person's permission.

8. TRAVELLING TIMES AND TRANSPORT MATTERS

8.1 All private and official trips within a national park, must be undertaken during daylight hours and permission to travel after-hours will only be given in emergencies, by the Park Manager or designated person.

8.2 No person (employee or visitor) may transport passengers on the back of an open vehicle within a national park, unless in the execution of official duties.

9. ROAD RULES AND SPEED LIMITS

9.1 Road Rules

All personnel, whether in an official or private capacity, must ensure that their driving sets an example to other drivers. Although all people working in a park with the necessary approval, may drive at a faster speed than the tourists, they must do this as unobtrusively as possible by approaching another vehicle at a decreased speed, passing it and then accelerating slowly to the required speed. As soon as an oncoming vehicle is in sight, speed must once again be decreased until the vehicle is out of sight.

9.2 Speed limit for personnel

All employees of SANParks, as well as employees from outside organizations with written consent working in a national park, may travel at a maximum speed of 65km/h during the day

and 50km/h at night regardless of the speed limit. These speed limits are applicable to all official trips and may only be exceeded in emergencies. Personnel and/or their spouses may also drive at 65km/h during the day, whilst in their private vehicles en route to the entrance gate closest to their residence. During private trips in the rest of the park, the designated speed limit has to be adhered to as well as in all the rest camps and personnel villages.

Please take note that all transgressors of this privilege will be prosecuted in the same way as tourists who disregard the speed limit.

10. CONTROL AT ENTRANCE AND RESTCAMP GATES

When entering or leaving an entrance gate of a national park, you must identify yourself to the tourist officer in charge. No one may leave a rest camp after hours unless the Park Manager or designated person has granted permission and anyone arriving after hours at a rest camp must report to the Park Manager or designated person.

11. ENTRANCE TO NO-ENTRY ROADS

Fire-break and patrol roads

Please take note that no one may drive along a fire-break or patrol road with a no-entry sign in their private capacity or along any road which has been closed in any way. Only the Park Manager or designated person may give permission to do so. When a fire-break or patrol road has to be used officially the Park Manager or designated person must preferably be given prior notice of the date and the route. If it is not possible to notify him, it must be done immediately on completion of the trip.

12. GUEST PRIVILEGES

Arrangements regarding guests must be made by the site supervisor with the Park Manager or designated person. Only immediate family members (parents and children) will be allowed free access to a national park with the permission of the Park Manager or designated person.

13. GENERAL DISCIPLINE

It is the responsibility of every supervisor in a park to ensure that the following rules and regulations are brought to the attention of every employee under their supervision and to see that it is adhered to.

13.1 Every employee residing in living quarters in a rest camp or on a designated site must:

- 13.1.1 Obey all reasonable and lawful rules given by the Park Manager or designated person;
- 13.1.2 Reside only in specific quarters/designated site reserved for them;
- 13.1.3 Maintain cleanliness and sanitation in his place of residence.

13.2 No person residing, working or officially present in a park, is allowed to:

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- 13.2.1 Accommodate any unauthorized person, assist him or give him permission to enter or live in any designated living areas;
- 13.2.2 Behave in such a way as to be detrimental to maintaining discipline, order for health in such living areas;
- 13.3 Without written permission from the Park Manager or designated person;
 - 13.3.1 Keep live animals or poultry;
 - 13.3.2 Excavate or have excavations made
 - 13.3.3 Build or make any alterations to existing building;
- 13.4 In any way, either directly or indirectly, hinder any employee, Security Officer, Ranger or anyone 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 divulge information when requested to, or refuse to assist in any way or heed legitimate request or command.
- 13.5 Purposely disturb the peace by making a noise, shouting, screaming, arguing, causing violence or acting violently or improperly.
- 13.6 Enter or leave a Park or living quarters other than through the official gates.
- 13.7 Gamble in any way.
- 13.8 Defecate in a place or manner as to offend any other person.
- 13.9 Dispose of rubble or leftovers in any place other than in bins provided.
- 13.10 Aimlessly loiter or hang around near or in a rest camp or personnel accommodation at any time.
- 13.11 Introduce, brew or be in possession of alcohol.
- 13.12 Be in possession of habit forming drugs.
- 13.13 Be in possession of any fresh meat, especially raw venison or other animal products and, if required legally, it may not be transported out of the park without the necessary veterinary permits.
- 13.14 Hitch-hike in a national park.
- 13.15 Possess a firearm or any dangerous weapon without the necessary permission or permit.
- 13.16 Where work teams reside and work in the field, wander away from the work site or living quarters.
- 13.17 Temporary work teams (supervisors excluded) are not allowed to receive visitors in a national park.

13.18 It is the contractor's responsibility to ascertain the rules and regulations laid down by SANParks.

14. MALARIA AND MALARIA CONTROL

Some of the national parks, e.g. Kruger National Park and Mapungubwe National Park are in an endemic malaria area and the residents are constantly exposed to the disease and must be aware of the fact.

Malaria is a potentially dangerous disease and if not treated timeously and correctly, can be fatal. It is therefore extremely important that all residents, their children and their employees take adequate preventative measure to protect themselves from disease. Malaria is a disease caused by small parasites, which destroy red blood corpuscles of an affected person. Parasites are transmitted from person to person by the *Anopheles* mosquitoes. Various types of malaria occur of which *plasmodium falciparum* is the most common and also the most dangerous.

The possibility of contracting the disease can be reduced by avoiding mosquito bites and taking prophylactics which prevent the development of parasites in the body. Please contact the local physician for precautionary measures or if you think you have malaria.

END

[Signature Box]

Contractor

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Witness for Contractor

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Employer

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Witness for Employer