



**Invitation to Bid for the Appointment of a Service Provider**

**TO SUPPLY AND DELIVER FUEL, AND PROVISION OF TURNKEY FORECOURT SOLUTIONS IN SOUTH AFRICAN NATIONAL PARKS (SANParks) FOR A PERIOD OF 15 YEARS**

Bid Number:	GNP-044-24	
Advert Date	<b>17 July 2025</b>	
Issuer	South African National Parks	
Closing Date and Time	Date: <b>15 August 2025</b> Time: <b>11h00</b>	
<b>Compulsory Virtual Clarification Meeting</b> <a href="#">Join the meeting now</a> Meeting ID: 341 230 208 335 5 Passcode: vD25wF9c	Date: <b>29 July 2025</b> Time: <b>11h00</b> Venue: <b>MS Teams</b>	
<b>Dial in by phone</b> <a href="tel:+27218340814">+27 21 834 0814</a> , <a href="tel:+2721834641721817">641721817#</a> South Africa, Cape Town. Phone conference ID: 641 721 817#		
<b>Important Notice:</b>  Bidders are hereby advised that late entry will not be permitted for the compulsory virtual clarification meeting, which will be conducted via Microsoft Teams. The session will commence promptly at 11h00, and the admission of participants will close at the scheduled start time.  Bidders who join the session late or experience delays in accessing the platform after 11h00 will be disqualified from the tender process.		

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open 24 hours a day, 7 days a week at the below delivery address.

**GROENKLOOF NATIONAL PARK  
643 LEYDS STREET, MUCKLENEUK, PRETORIA  
(MAIN GATE – TENDER BOX)**

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED).**

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT ISSUED PER TREASURY REGULATION 16A PUBLISHED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999 (ACT 1 OF 1999); PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000; AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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**Table 1: Document Checklist and Returnable**

Description of requirement	Bidder to tick Yes if the document is submitted	Reference where the document is in the submission
<b>LEGISLATIVE, MANDATORY AND OTHER BID DOCUMENTS</b>		
SBD 1 Invitation to Bid		
Proof of authority must be submitted as per SBD1 e.g.: company resolution for the capacity under which this bid is signed		
SBD 4 Bidder's Disclosure		
SBD 6.1 Preference Points Claim Form		
Full CSD report		
Pricing Schedule		
Company Registration Documents		
Company Profile		
General Conditions of Contract initialed on every page		
Special Conditions of Contract initialed on every page		
Valid B-BBEE status level contributor verification certificate by SANAS accredited institution OR valid JV B-BBEE status level contributor verification certificate by SANAS accredited institution OR valid sworn affidavit signed by the EME representative and attested by Commissioner of oaths or certified copies thereof OR valid B-BBEE affidavit issued by CIPC		
Latest Audited Annual Financial Statements or Financial Statements and other information available to verify annual Total Revenue/Allocated Budget/Gross Receipts (if submitted a B-BBEE Sworn Affidavit) for verification and consideration for specific goals.		
A valid retail license for the distribution and selling of petroleum products issued by the Department of Mineral Resources and Energy in terms of the Petroleum Products Act 120 of 1977 as amended and Regulations 2006. License to be in the name of the bidder.		
A certified letter of financial backing from a financial institution of R65 million or more in relation to this bid.		
Certified letter from refineries/manufacturers for a credit facility of R35 million or above; or certified letter that the prospective bidder is a refinery in relation to this bid.		
A valid "Letter of Good Standing" issued by the Compensation Commissioner or mutual association, rated under CLASS X: Chemical Industries, Rubber, Oil, Paint etc.		
An Environmental Management Plan (EMP) in line with relevant environmental legislation as outlined in <b>Annexure E</b>		
Product Quality Certificate or Certificate of Analysis or relevant certification if product testing is done in-house in line with Product Quality Compliance relevant standards (SANS 342, SANS 1598, EURO2, MARPOL Annex VI as per SAMSA (IMO))		

Description of requirement	Bidder to tick Yes if the document is submitted	Reference where the document is in the submission
requirements or equivalent) as outlined under functionality requirements.		
Proof of capacity to supply at least 1 million liters per month of Diesel and/or Petrol, with a possible combined ratio of 65% Diesel and 35% Petrol as outlined under functionality requirements.		
Bidders are required to submit a methodology to test technical capability & experience as outlined under functionality requirements.		
Contactable reference letter(s) indicating proven experience in managing forecourt operations for 10 years as outlined under functionality requirements.		
Proof of supplying or experience operating a fuel service station using the proposed Fuel Management System as outlined under functionality requirements.		
A proposal including a methodology and strategy for sustainable green energy integration, aligned with the scope of work. This methodology should be accompanied by a project implementation plan.		
Safety and Risk plan with risk matrix and mitigation measures for fuel handling, storage, and dispensing as well as turnaround times as guided under <b>Annexure D</b> .		
Maintenance plan aligned with industry standards for fuel forecourts, covering the entire contract period as outlined under functionality requirements		
A comprehensive project plan outlining all implementation steps, including key milestones and contingency strategy to minimize disruption in line with the deliverables and scope of work as outlined under functionality requirements		

## PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS					
TENDER NUMBER:	<b>GNP-044-24</b>	CLOSING DATE:	<b>15 August 2025</b>	CLOSING TIME:	11:00am
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER FUEL, AND PROVISION OF TURNKEY FORECOURT SOLUTIONS IN SOUTH AFRICAN NATIONAL PARKS (SANParks) FOR A PERIOD OF 15 YEARS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
<b>643 LEYDS STREET, MUCKENEUK, PRETORIA (MAIN GATE: TENDER BOX)</b>					
<b>NB: No proposal shall be accepted by SANParks if submitted to any address and manner other than as prescribed above.</b>					
<b>No Bids from any bidder shall be accepted if sent via the Internet or e-mail.</b>					
There shall be no <b>public opening</b> of the Bids received.					
<b>No late submissions will be accepted.</b>					
<b>BIDDING PROCEDURES AND TECHNICAL INQUIRIES MAY BE DIRECTED TO</b>					
CONTACT PERSON:	<b>Ndanganeni Maseda</b>		<b>Sithembile Maseko</b>		
TELEPHONE NUMBER:	<b>012 426 5202</b>		<b>013 735 4209</b>		
E-MAIL:	<a href="mailto:Ndanganeni.Maseda@sanparks.org">Ndanganeni.Maseda@sanparks.org</a>		<a href="mailto:Sithembile.Maseko@sanparks.org">Sithembile.Maseko@sanparks.org</a>		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
<b>SUPPLIER COMPLIANCE STATUS</b>					
TAX COMPLIANCE SYSTEM PIN:			CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		
[TICK APPLICABLE BOX]			[TICK APPLICABLE BOX]		
<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?			2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		
<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No		
[IF YES ENCLOSE PROOF]			[IF YES, ANSWER THE QUESTIONNAIRE BELOW]		

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES  NO

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

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND/OR SLA.</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.4 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.8 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.9 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p> <p><b>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO FAXED OR EMAILED DOCUMENTS WILL BE ACCEPTED</b></p>
<p>SIGNATURE OF BIDDER: _____</p> <p>CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution) _____</p> <p>DATE: _____</p> <p style="text-align: center;"><b><i>Bidders are not allowed to contact any other SANParks staff in the context of this tender other than the indicated officials under SBD1 above or as mentioned under “correspondences”</i></b></p>

<b>Compulsory Virtual Clarification Meeting</b>	Date: 29 July 2025	
	Time: <b>11h00 – 13h00</b>	
	Venue: <b>MS Teams</b>	
	<b>Contact Person(s):</b>	<b>Sithembile Maseko</b> <b>Tel: 013 735 4209</b>
		<b>Ndanganeni Maseda</b> <b>Tel: 012 426 5202</b>
	Link/Registration (If Virtual P):	<a href="#">Join the meeting now</a> Meeting ID: 341 230 208 335 5 Passcode: vD25wF9c <b>Dial in by phone</b> <a href="#">+27 21 834 0814,,641721817#</a> South Africa, Cape Town Phone conference ID: 641 721 817#
<b><u>Important Notice:</u></b>		
<p>Bidders are hereby advised that late entry will not be permitted for the compulsory virtual clarification meeting, which will be conducted via <b>Microsoft Teams</b>. The session will commence promptly at <b>11h00</b>, and the admission of participants will close at the scheduled start time.</p> <p>Bidders who join the session late or experience delays in accessing the platform after 11h00 will be disqualified from the tender process.</p> <p><b>It is the responsibility of each bidder to ensure that:</b></p> <ul style="list-style-type: none"> <li>• They have joined the meeting via Microsoft Teams no later than 10h45 to allow for registration and verification.</li> <li>• Their internet connection, device, and Microsoft Teams application are fully functional prior to the meeting.</li> <li>• They remain online and present for the full duration of the session.</li> </ul> <p><b>Attendance will be recorded electronically at the start of the session and will serve as official proof of attendance.</b></p>		
<b>Bid validity</b>	<b>Validity Period from Date of Closure:</b>	180 Days
	The tender proposal shall remain valid for a minimum period of 180 days from the day following the tender closing date. All pricing, including contributions and other recurring costs specified in the proposal, must remain firm and valid throughout this 180-day period.	

**CORRESPONDENCES - Queries**

Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this Request For Bids (RFB) document, please refer queries, in writing, to the contact person(s) listed above in SBD 1 or below. Under no circumstances may any other employee within SANParks be approached for any information. SANParks reserves the right to place responses to such queries on the website.

**Any queries regarding the bidding procedure may be directed to:**

<b>Department:</b>	Supply Chain Management	
<b>Contact Person:</b>	Ndanganeni Maseda	Sithembile Maseko
<b>Tel:</b>	012 426 5202	013 735 4209
<b>Email Address:</b>	Ndanganeni.Maseda@sanparks.org	Sithembile.Maseko@sanparks.org

## CONDITIONS AND INSTRUCTION TO THE BIDDER

- (1) The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.
- (2) Only documents completed in black ink will be accepted. (Black ink should be used when completing Bid documents).
- (3) Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SANParks will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- (4) Counter Conditions: SANParks draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.
- (5) Response preparation costs: SANParks is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.
- (6) Cancellation prior to awarding: SANParks reserves the right to withdraw and cancel the Bid Invitation prior to making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objective determined fair market-related price range or any process impropriety.
- (7) Collusion, Fraud and corruption: Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
- (8) Fronting: SANParks, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SANParks establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist? Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies SANParks may have against the bidder concerned.

## REASONS FOR DISQUALIFICATION

SANParks reserves the right to disqualify any bidders who do not comply with one or more of the following bid requirements and may take place without prior notice to the bidder:

- bidder whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply);
- submitted incomplete information and documentation according to the requirements of this RFB document;
- submitted information that is fraudulent, factually untrue or inaccurate information;
- received information not available to other potential bidders through fraudulent means;
- failed to comply with **mandatory requirements** as stipulated in the RFB document;
- failed to achieve the minimum threshold for **functionality requirements** as stipulated in the RFB document;
- misrepresented or altered material information in whatever way or manner;
- promised, offered or made gifts, benefits to any SANParks employee;
- canvassed, lobbied in order to gain unfair advantage;
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

**INTENTION TO SELL**

Is the bidder in the process of selling the bidding company?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder have any intention of selling the bidding company within the next 12 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder have any intention of selling the bidding company within the next 12 months to 60 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO

SANParks reserves the right not to award to any bidder who answers any of the questions above “yes” should the bidder be the overall highest points scorer. However, the decision not to award will be on a case-by-case basis.

**DISCLAIMERS**

SANParks has produced this document in good faith. SANParks, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that SANParks is permitted by law, SANParks will not be liable for any claim whatsoever and however arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. SANParks makes no representation, warranty, assurance, guarantee or endorsement to any provider/bidder concerning the document, whether concerning its accuracy, completeness or otherwise and SANParks shall have no liability towards the responding service providers or any other party in connection therewith.

**NB: Important Notice:** *Bidders are to be aware of scammers who pose as SANParks employees selling bid documents or offering monetary gratuity in exchange for information or awarding of bids.*

*SANParks is in no way selling the bid document, all documents shall be found on the SANParks website and eTender Portal and awarded bids are notified through the website under “bids awarded” and SANParks shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids.*

**BID DOCUMENTS**

Number of <b>ORIGINAL</b> bid documents for contract signing	<b>TWO</b>
<b>Electronic Copy</b> of the original document in PDF (flash drive)	<b>ONE</b>
<p>Bid documents must contain <b>two original documents, initialed on each page</b> thereof and <b>signed where required</b>.</p> <p>A <b>digital version on USB/Memory stick</b> containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope. These serve as the original sets of bid documents and form part of the contract.</p>	

**CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE**

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. (Please provide proof of registration on the Central Supplier Database).

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

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

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

## 1 BID OVERVIEW

SANParks is seeking to appoint a qualified and experienced service provider for a **15-year contract period** to supply and deliver fuel, and provision of turnkey forecourt solutions across its national parks. This strategic initiative aims to modernise SANParks' petroleum forecourts, significantly improve operational efficiency, and seamlessly integrate green energy solutions, all while aligning with SANParks' overarching conservation mandate. SANParks will retain full operational control of all sites with its dedicated staff throughout the entire contract period.

This comprehensive service requirement encompasses several key workstreams, including but not limited to:

1. **[Infrastructure Upgrade]** Undertaking the comprehensive upgrade and modernisation of all retail forecourt infrastructure, with all works to be completed within the first 24 months of appointment.
2. **[Fuel Supply]** Ensuring the continuous supply and delivery of essential liquid fuels (specifically Unleaded Petrol 95 octane, Unleaded Petrol 93 octane, Diesel 50ppm, and Diesel 500ppm Sulphur).
3. **[Maintenance]** Executing all necessary inspections, repairs, and preventative maintenance on the installed retail forecourt infrastructure and dispensing equipment throughout the contract term, ensuring strict compliance with all applicable regulations and industry standards.
4. **[System Integration]** Installing a forecourt Point of Sale (POS) system that will seamlessly integrate into SANParks' accounting system (currently Great Plains), alongside Automated Tank Gauges (ATG) to monitor wet stock levels, detect leakages, and identify water ingress.
5. **[Aboveground Fuel System Upgrade]** Undertaking the comprehensive and modernisation of all aboveground fuel system infrastructure, with all works to be completed within the first 24 months of appointment. The tanks must have an ATG.
6. **[Training]** The service provider shall develop and implement comprehensive training programmes for SANParks' designated staff. This training is crucial for ensuring the effective and safe operation of all installed systems and assets, including the liquid fuels dispensing equipment, wet stock management system, Point of Sale (POS) system, EV charging infrastructure, and renewable energy generation systems. The programmes must also cover relevant Occupational Health and Safety (OHS) procedures and emergency response protocols specific to the forecourt environment.
7. **[Electric Vehicle Charging Point]** Provision and installation of Electric Vehicle (EV) charging infrastructure at the identified Skukuza forecourt site, to be undertaken upon formal instruction from SANParks and as per an agreed deployment schedule or work order.
8. **[Green Energy and Decarbonisation Efforts]** integrating sustainability initiatives, such as solar photovoltaic (PV), and other renewable energy systems and decarbonisation projects
9. **[Decommissioning]** Facilitating at the end of the 15-year contract period the orderly conclusion of the forecourt infrastructure lifecycle. This encompasses:
  - a) The comprehensive and compliant decommissioning of all installed retail forecourt infrastructure and associated equipment not elected for transfer by SANParks. This decommissioning must be executed in accordance with a detailed methodology covering responsible waste management and optimised asset recovery, strictly adhering to all prevailing environmental, safety, and industry regulations, and at the service provider's cost.
  - b) Ensuring that all forecourt infrastructure and associated equipment selected by SANParks for transfer are certified by an accredited independent inspection authority (or a registered professional as applicable) as being in good operational order and condition at the time of transfer, ensuring readiness for continued operation by SANParks.

### The forecourt sites included in this bid are as follows:

1. Kruger National Park - twelve (12) service stations; one (01) transport depot and seventeen (17) aboveground sites.
2. Kgalagadi Transfrontier Park – three (03) service stations; and three (03) standby generator sites.

3. Augrabies Falls National Park – one (01) service station
4. Addo Elephant National Park - one (01) service station
5. Ais Ais Richtersveld Transfrontier Park - one (01) service station
6. Golden Gate Highlands National Park - one (01) service station
7. Mountain Zebra National Park – one (01) service station

## 2 INTRODUCTION TO SANPARKS

SANParks was initially established in terms of the now repealed National Parks Act, 57 of 1976 and continue to exist in terms of the National Environmental Management: Protected Areas Act, 57 of 2003 as amended; with the mandate to conserve; protect; control; and manage national parks and other defined protected areas and their biological diversity (Biodiversity). As a public entity, SANParks is also governed by the Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999), and it is listed as Schedule 3 Part A: 25 public entity.

SANParks manages 21 national parks across six regions, covering a vast range of terrestrial and marine ecosystems. These parks provide a vital platform for conservation efforts, eco-tourism, research, and community development, making SANParks a key contributor to the country's environmental sustainability agenda.

### 2.1 Commitment to Green Energy and Sustainable Forecourts

As part of its long-term strategy, SANParks is integrating green energy solutions across its operations, including its fuel forecourt infrastructure. The modernisation of SANParks' fuel stations is a key priority to enhance operational efficiency, reduce environmental impact, and support sustainable tourism. This initiative will focus on:

- Upgrading fuel forecourt infrastructure to improve service delivery, safety, and energy efficiency.
- Deploying renewable energy solutions, such as solar-powered fuel stations and EV charging points, to reduce carbon emissions.
- Implementing smart fuel management systems for real-time monitoring and automated inventory control.
- Leveraging decarbonisation initiatives to align with global sustainability practices.
- Implement an eco-conscious visitor education program. This program should include signage, digital information displays, and interactive elements to raise awareness about carbon reduction, green energy, and SANParks' conservation efforts

SANParks remains committed to balancing conservation, financial sustainability, and visitor experience enhancement. By incorporating modernised, environmentally responsible fuel forecourts, this project will further support SANParks' mission of preserving biodiversity while fostering sustainable economic growth through innovative infrastructure development.

The Parks under the management of SANParks are divided into 6 regions:

Region	Regional Office	Parks managed
<b>Arid</b>	Upington	Kgalagadi, Augrabies, Richtersveld, Namaqua, Mokala, Meerkat
<b>Cape</b>	Cape Town	Table Mountain, Agulhas, West Coast, Tankwa Karoo, Bontebok
<b>Garden Route</b>	Knysna	Stormsriver Mouth (Tsitsikamma), Knysna Forests, Wilderness, Knysna Estuary
<b>Frontier</b>	Port Elizabeth	Addo, Camdeboo, Mountain Zebra, Karoo
<b>North</b>	Pretoria, Head Office	Golden Gate, Marakele, Mapungubwe,
<b>Kruger National Park</b>	Skukuza	35 Various Camps
<b>Administrative</b>		Groenkloof (Head Office) Kimberley

Furthermore, SANParks oversees the management of the parks and provides strategic guidance and support from its Head Office in Pretoria.

### 3 LEGISLATIVE AND REGULATORY FRAMEWORK

- (1) The bid is subject to the General Conditions of Contract issued per Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999); Preferential Procurement Policy Framework Act, 2000; and the Preferential Procurement Regulations, 2022.
- (2) The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- (3) This bid is also subject to all applicable industry legislation and the stated below:
  - a. Petroleum Products and Fuel Industry Specific Legislation
    - i. The Petroleum Product Act 120 of 1977
    - ii. The Petroleum Product Act No 85 of 2003 and No 2 of 2005
    - iii. Petroleum Products Regulations (issued under the Petroleum Products Act, covering licensing, pricing, and quality standards).
    - iv. Gas Regulator Act (relevant for trade licenses issued by the Gas Regulator).
    - v. Carbon Tax Act, 2019: This Act imposes a tax on greenhouse gas emissions, directly impacting entities operating in the fossil fuel sector.
    - vi. Carbon Credit Act (Proposed): This emerging legislation will offer a legal framework for carbon trading and offsetting operations, which is relevant given SANParks' sustainability initiatives.
  - b. Occupational Health, Safety, and Hazardous Substances Legislation
    - i. Hazardous Substance Act, 15 of 1973, and the applicable regulations relating to the handling and transport of dangerous goods, as issued by the Department of Transport under the National Road Traffic Act, 93 of 1996 (as amended).
    - ii. Occupational Health and Safety Act 85 of 1993 and the Major Hazardous Installation Regulation 2022
    - iii. Construction Regulations, 2014 (issued under the OHS Act, highly relevant for infrastructure upgrades and new builds, including requirements for health and safety plans and construction work permits).
    - iv. Driven Machinery Regulations (issued under the OHS Act, applicable to fuel pumps and other machinery on site).
    - v. Electrical Installation Regulations (issued under the OHS Act, crucial for all electrical systems, including EV charging points).
    - vi. Environmental Regulations for Workplaces, 1987 (issued under the OHS Act, covering aspects like fire precautions and housekeeping).
    - vii. General Safety Regulations, 2003 (issued under the OHS Act, covering various general safety aspects, including use and storage of flammable liquids).
    - viii. Pressure Equipment Regulations (issued under the OHS Act, applicable to tanks and related pressure equipment).
    - ix. Noise Induced Hearing Loss Regulations (issued under the OHS Act, relevant where noise levels may impact staff).
  - c. Environmental Management and Water Legislation
    - i. National Environmental Management Act (NEMA), No 107 of 1998 (as amended).

- ii. National Water Act, No 36 of 1998.
  - iii. National Environmental Management Act: Environmental Impact Assessment Regulations and Listing Notices 1, 2 and 3 of 2014 (as amended).
  - iv. National Environmental Management: Protected Areas Act, 57 of 2003: This Act is foundational for SANParks' mandate and operations within national parks, providing the overarching framework for conservation.
  - v. Waste Act (National Environmental Management: Waste Act, No. 59 of 2008): Governs waste management, including hazardous waste generated by fuel stations.
  - vi. Transport and Local Government Legislation
  - vii. National Road Traffic Act, (NRTA) and National Road Traffic Regulations (NRTR)
  - viii. Municipal By-Laws (Emergency Services By-Laws for the Storage and Transportation of Dangerous Goods)
- d. Standards and Guidelines
- i. South African National Standards (SANS)
  - ii. Construction Industry Development Board (CIDB) Act: Relevant for contractors involved in construction work, particularly for projects meeting certain value or person-day thresholds.
  - iii. Health, Safety, Security and Environment (HSSE) Policies: While not standalone legislation, adherence to these policies (e.g., from an OilCo partner) is typically a contractual requirement and aligns with legal obligations.
- e. Corporate Governance and Public Sector Specific Legislation
- i. Protection of Personal Information Act, 4 of 2013 (POPIA): Relevant for handling personal data of customers and staff.
  - ii. Compensation for Occupational Injuries and Diseases Act (COIDA), 1993: Requires employers to register with the compensation fund and be in good standing.
  - iii. Competition Act, No. 89 of 1998: Prohibits restrictive practices like collusive bidding.

## **4 SPECIAL CONDITIONS OF THE BID**

### **4.1 Skills and Expertise**

- (1) The service provider must have the necessary skill, knowledge and expertise to provide the required services
- (2) Furthermore, the service provider's capability will be evidenced by proven experience in operating and managing fuel forecourts specifically under various models in the market. This experience may derive from their role as a retailer, wholesaler, distributor, and/or Oil Company, and they are required to clearly demonstrate the comprehensive skill, knowledge, and expertise essential for successful project execution.

### **4.2 Forecourt Infrastructure and Modernization**

- (1) The service provider must install, upgrade, and complete all related infrastructure for forecourt operations at all fuel stations within the first two years of this bid.
- (2) Forecourt infrastructure upgrades and modernisation plans require the explicit written approval of SANParks, with particular attention to maintaining operational continuity during execution on brownfield sites.
- (3) The service provider must install and commission a comprehensive Closed-Circuit Television (CCTV) surveillance system across all retail forecourt sites. This system must provide adequate coverage of fuel dispensing areas, transaction points, convenience retail spaces, and all entry/exit points, ensuring the safety

and security of patrons, staff, and assets. The CCTV system shall comply with all relevant South African privacy legislation and industry best practices for security surveillance.

- (4) The service provider must install a robust wet stock management system, featuring Automatic Tank Gauges (ATG), designed to provide precise, real-time data on fuel volumes, accurately detect any system leakages, and identify water contamination within storage tanks. All installed petrol/diesel tank gauges and critical wet stock equipment must be diligently repaired, maintained, and periodically upgraded to meet or exceed current industry and safety standards, with all associated costs borne by the service provider, thereby mitigating operational and environmental risks.
- (5) The service provider must provide a comprehensive fuel management system seamlessly integrated with a Point of Sale (POS) system. This integrated system must be capable of connecting with SANParks' current accounting system (currently Great Plains) and any other future SANParks' POS or accounting systems.
- (6) The service provider must implement energy-efficient infrastructure, including solar-powered energy solutions and electric vehicle (EV) charging stations, in line with SANParks' green energy strategy.
- (7) Provision should be made to accommodate expansion through new developments that may occur during the contract term.

#### **4.3 Aboveground Fuel System**

- (1) The service provider must install, upgrade, and complete all related infrastructure for aboveground fuel within the first two years of this bid.

#### **4.4 Ownership and Lease Arrangements**

- (1) The service provider must determine and specify the rental amount of each forecourt infrastructure leased to SANParks under a single contract for the entire period. This rental, which represents the return on investment for forecourt infrastructure upgrades, ongoing maintenance, system integration, personnel training, and decommissioning, must be explicitly linked to the Regulatory Accounting System (RAS) Matrix Guidance (**Annexure F**) and its escalation. When pricing the total forecourt infrastructure investment at each site, the service provider must meticulously consider the facility's operational costs, prevailing market conditions within the liquid fuels retail sector, and the financial feasibility of the dealership model to propose a fair and sustainable rental structure.
- (2) Upon the conclusion of the contract period, the service provider shall be solely responsible for the comprehensive decommissioning of the installed retail forecourt infrastructure not elected by SANParks for retention.
- (3) Any assets not so elected by SANParks for retention shall be fully decommissioned and removed by the service provider, strictly in accordance with all prevailing environmental, safety, and industry regulations, and at the service provider's cost.
- (4) All assets selected by SANParks for transfer shall be certified by an accredited independent inspection authority as being in good operational order and condition.
- (5) Should SANParks require to borrow any equipment from the service provider during the contract period, such arrangements shall be subject to a separate equipment lease agreement, negotiated and agreed upon by both parties.

#### **4.5 Forecourts Convenient Shops**

- (1) The convenience retail offerings within the forecourt are strictly limited to the sale of refreshments and automotive lubricants (e.g., non-alcohol beverages; snacks; other non-fuel retail categories). This restriction applies specifically to sites where SANParks has existing contract agreements for general retail operations, thereby precluding any direct overlap with existing concessionaires' business activities.

#### **4.6 Maintenance and Compliance**

- (1) The service provider must ensure all inspections, corrective repairs, and preventative maintenance on forecourt equipment and retail infrastructure are conducted in strict compliance with all applicable regulations and prevailing industry standards.
- (2) All liquid fuel storage tanks must be upgraded by the service provider, ensuring full compliance with all the regulatory requirements and alignment with SANParks' conservation guidelines.
- (3) The service provider must ensure full and continuous compliance with the Major Hazardous Installation (MHI) Regulations, promulgated under the Occupational Health and Safety Act (OHSA), 1993, throughout all phases of forecourt operation and infrastructure lifecycle.

#### **4.7 Green Energy Transition and Electric Charging (EV) Infrastructure**

- (1) The service provider must submit a detailed proposal for the installation of Electric Vehicle (EV) charging infrastructure exclusively at the Skukuza forecourt site. The proposal must detail space requirements, electrical supply and costs for a generic vehicle charging station, in line with SANParks' green and renewable energy solutions.
- (2) SANParks may as the need arises require the service provider to install an electrical charging station for electric motor vehicles at other forecourt sites.
- (3) The investment framework for Electric Vehicle (EV) charging infrastructure and broader sustainability enhancements shall be subject to negotiation with SANParks, contingent upon demonstrated financial viability and alignment with the agreed costing model for the contract period.
- (4) The service provider must submit annual reports on key metrics such as verified carbon offset achievements and measured energy efficiency improvements.

#### **4.8 Temporary Equipment and Lease Agreement**

- (1) Any equipment lent to SANParks during the contract period shall be subject to the provisions of the equipment lease arrangement/agreement as agreed upon by both parties

#### **4.9 Operational Continuity**

- (1) The service provider must provide a transition plan to ensure a minimum service disruption. Fuel supply is critical to SANParks' operations, and the bidder must demonstrate how continuity of service will be maintained during the transition period
- (2) The service provider may negotiate and conclude a transfer agreement with SANParks' current service provider for existing equipment and infrastructure to be utilised during the development and construction period.
- (3) The service provider must take note that multiple deliveries may be required within a single month.

#### **4.10 Branding and Retail Compliance**

- (1) Branding of forecourts must align with SANParks branding guideline and retail fuel business model standards.

#### **4.11 Compliance with Industry Standards and Regulations**

- (1) All infrastructure, materials and products (liquid fuels) offered and in terms of this bid must comply with all the legislative and regulatory framework listed in Clause 3.

#### 4.12 Environmental and Sustainability Requirements

- (1) The service provider must develop, implement, and consistently adhere to a comprehensive Environmental Management Plan (EMP), ensuring full alignment with all relevant environmental legislation applicable to liquid fuels retail operations within protected areas.
- (2) Existing liquid fuel storage tanks must be meticulously replaced, upgraded, and maintained by the service provider to ensure unwavering compliance with the National Environmental Management Act (NEMA) and SANParks' stringent conservation guidelines.
- (3) Any proposed expansion or relocation of existing liquid fuel storage tanks requires prior written approval from both SANParks and the Department of Forestry, Fisheries, and the Environment (DFFE).
- (4) While the replacement of a liquid fuel storage tank with the same capacity within its existing footprint may not necessitate an Environmental Impact Assessment (EIA) under NEMA regulations, any increase in storage capacity or alteration of the footprint locality will likely trigger EIA-listed activities.
- (5) Should an EIA not be triggered for tank replacement, the service provider is mandated to appoint an independent Environmental Control Officer (ECO) to continuously monitor environmental compliance throughout the replacement of the existing liquid fuel storage tanks.
- (6) In instances where an EIA is triggered due to liquid fuel storage expansion or changes in footprint locality, the service provider must secure all necessary Environmental Authorisations prior to commencing with any work.

#### 4.13 Occupational Health and Safety Requirements

- (1) The service provider must secure adequate Public Liability Insurance to cover third parties against any unforeseen incidents arising from forecourt operations.
- (2) The service provider shall provide verified competency certification for all personnel involved in the transportation of dangerous goods.
- (3) Valid Dangerous Goods Handling Certification Documents for all vehicles and drivers, issued by the Department of Transport in terms of the National Road Traffic Act 93 of 1996 (as amended) and its Regulations, must be submitted by the service provider.
- (4) An Approved Health and Safety Management Plan (HSMP), developed in strict accordance with SANParks' specifications as detailed in **Annexure D**, must be provided by the service provider.
- (5) The service provider must submit a comprehensive Safety and Risk Plan, including a detailed risk matrix and proposed mitigation measures specifically for liquid fuel handling, storage, and dispensing operations across all sites.

#### 4.14 Responsibilities of SANParks

- (1) Management of the contract in accordance with the terms and conditions of the bid.
- (2) Monitor that the service provider is adhering to the code of conduct for outside organisation working in a national park. (Code of Conduct is attached as **Annexure C**)

### 5 CONTRACT PERIOD

- (1) The contract will have a duration of 15 years.

## 6 SPECIFICATIONS/SCOPE OF WORK

### 6.1 Forecourt Management

- (1) The service provider is required to provide a comprehensive **turnkey forecourt solution**, from initial design through to ongoing operations. This responsibility includes, but is not limited to:
  - a. The design, procurement, installation, and construction of modernised liquid fuels retail forecourts at all designated SANParks sites.
  - b. Ensuring continuous and proactive maintenance, including all necessary inspections and repairs, to guarantee ongoing compliance with industry best practices, all relevant legislation, and SANParks' internal policies.
  - c. Upholding stringent adherence to safety, environmental protection, and legislated pricing regulations, with support from advanced automated fuel management systems.
  - d. The consistent implementation of green building principles and energy-efficient infrastructure in all development and upgrade activities.

### 6.2 Aboveground Fuel System

- (1) The service provider is required to provide a comprehensive **aboveground fuel system solution**, from initial design through to ongoing operations. This responsibility includes, but is not limited to:
  - a. The procurement, installation, and construction of modernised liquid fuels for aboveground fuel system at all designated SANParks sites.
  - b. Ensuring continuous and proactive maintenance, including all necessary inspections and repairs, to guarantee ongoing compliance with industry best practices, all relevant legislation, and SANParks' internal policies.
  - c. Upholding stringent adherence to safety, environmental protection, and legislated pricing regulations, with support from advanced automated fuel management systems.
  - d. The consistent implementation of green building principles and energy-efficient infrastructure in all development and upgrade activities.

### 6.3 Lease and Ownership Condition

- (1) The service provider must determine and specify the rental amount of each forecourt infrastructure leased to SANParks under a single contract for the entire period. This rental, which represents the return on investment for forecourt infrastructure upgrades, ongoing maintenance, system integration, and decommissioning, must be explicitly linked to the Regulatory Accounting System (RAS) Matrix Guidance (**Annexure F**) and its escalation. When pricing the total forecourt infrastructure investment at each site, the service provider must meticulously consider the facility's operational costs, prevailing market conditions within the liquid fuels retail sector, and the financial feasibility of the dealership model to propose a fair and sustainable rental structure
- (2) Upon the conclusion of the 15-year contract period, the service provider shall be solely responsible for the comprehensive decommissioning of the installed retail forecourt infrastructure. Notwithstanding this, SANParks reserves the exclusive right to elect and take ownership of any specific movable or immovable assets, including components of the forecourt infrastructure, which were installed by the service provider during the contract term. Any assets not so elected by SANParks for retention shall be fully decommissioned and removed by the service provider, strictly in accordance with all prevailing environmental, safety, and industry regulations, and at the service provider's cost. All assets selected by SANParks for transfer shall be certified by an accredited independent inspection authority as being in good operational order and condition.

## 6.4 Sustainability and Green Energy Integration

- (1) The service provider must integrate sustainability initiatives in forecourt operations, including:
  - a) Solar-powered energy solutions to minimise carbon emissions.
  - b) Installation of EV charging stations to promote sustainable mobility.
  - c) Implementation of decarbonisation initiatives to reduce environmental impact.
- (2) In addition to deploying renewable energy solutions, the service provider must implement an eco-conscious visitor education program. This program should include signage, digital information displays, and interactive elements to raise awareness about carbon reduction, green energy, and SANParks' conservation efforts.

## 7 DELIVERABLES

### 7.1 Liquid Fuels

- (1) **Design and Development Deliverables:**
  - a) Modernised Forecourt Designs: Submission of comprehensive design samples for modernised retail forecourts, including architectural concepts with 3D renderings, engineered layouts, and integration plans for all key components, ensuring compliance with industry and regulatory standards.
  - b) Design the aboveground fuel system to modernise liquid fuels infrastructure at all designated SANParks sites for the respective use cases.
  - c) Environmental Management Plan (EMP): A comprehensive EMP developed in line with all relevant environmental legislation, outlining measures for impact management, mitigation, and prevention.
  - d) Health and Safety Management Plan (HSMP): An Approved HSMP, developed to SANParks' specifications, including a detailed Safety and Risk Plan with risk matrix and mitigation measures for liquid fuel handling, storage, and dispensing.
- (2) **Construction and Installation Deliverables (within the first 24 months):**
  - a) Modernised Forecourts Construction: Design, installation and construction capability of fuel retail site forecourt equipment and infrastructure to all sites listed in **Annexure A** in line with current standards and regulatory requirements. The service provider may conclude a transfer agreement with SANParks' current service provider for existing equipment and infrastructure to be used during the construction period.
  - b) Forecourt infrastructure upgrades and modernisation plans require the explicit written approval of SANParks, with particular attention to maintaining operational continuity during execution on brownfield sites.
  - c) Wet Stock Management System Installation: The underground infrastructure must be fitted with an Automatic Tank Gauge (ATG) for the monitoring of fuel, leakages and detection of water in the fuel.
  - d) Construct the aboveground fuel system to modernise liquid fuels infrastructure at all designated SANParks sites for the respective use cases.
  - e) Point of Sale (POS) System Installation: Installation of a forecourt Point of Sale (POS) system seamlessly integrated into SANParks' existing accounting system (currently Great Plains).
  - f) Ancillary Equipment Provision: Provision of other service equipment as well as other materials necessary for fuel service stations, including air compressors, spill containment equipment, and forecourt maintenance tools.
  - g) Upgraded Liquid Fuel Storage Tanks: Completion of upgrades to all existing liquid fuel storage tanks, ensuring they are Cathodically Protected Steel Tanks or Double-Wall Steel Tanks, in full compliance with NEMA and SANParks' conservation guidelines.

- h) Dangerous Goods Handling Compliance: Provision of valid Dangerous Goods Handling Certification Documents for all vehicles and drivers used in fuel transportation.

(3) **Operations and Maintenance Deliverables (throughout the 15-year contract period):**

- a) Continuous Fuel Supply: Supply and delivery of fuel to all sites as per Annexures A, including Diesel 50ppm Sulphur, Diesel 500ppm Sulphur, Unleaded Petrol 93 octane, Unleaded Petrol 95 octane, and Lubricants.
- b) Asset Ownership and Maintenance Programme (Fuel Infrastructure): The service provider shall own and be responsible for the full operational integrity, preventative maintenance, and corrective repairs of all installed retail forecourt infrastructure and automated fuel management systems throughout the 15-year contract period. This includes all necessary inspections, ensuring strict compliance with all applicable regulations and industry standards.
- c) Fuel Management System Interface & Reporting: The Fuel Management System must interface with SANParks accounting systems to be able to draw reports. The system must be linked to fuel pumps and fuel tanks to quantify the level of fuel and provide real-time processing of the litres dispatched from the tanks through the pumps. It must provide reconciliation of the fuel tanks, fuel dips and the dispatched quantities on the fuel pumps daily. The system must be capable of recording and providing electronic reports on the type of fuel dispensed, quantity of fuel dispensed, price per litre of fuel dispensed, and machine reading of when transactions are taking place.
- d) Emergency Preparedness: Provision of firefighting equipment and emergency spill kits.
- e) Training Programmes (Fuel Systems): Provision of comprehensive training programmes for SANParks' staff on the effective operation of the installed fuel management and POS systems, and on safety and emergency response procedures related to fuel infrastructure.
- f) Branding and Retail Compliance: The service provider must ensure that all installed infrastructure and equipment comply with SANParks' branding guidelines and the retail fuel business model standards, as SANParks will manage the forecourt branding.
- g) Safety and Security: supply, installation, and commissioning of a comprehensive Closed-Circuit Television (CCTV) surveillance system across all retail forecourt sites. This system must provide adequate coverage of fuel dispensing areas, transaction points, convenience retail spaces, and all entry/exit points, ensuring the safety and security of patrons, staff, and assets. The CCTV system shall comply with all relevant South African privacy legislation and industry best practices for security surveillance.
- h) Credit Period: The prospective bidder must allow a 30-day credit period for all placed orders.
- i) The service provider must take note that multiple deliveries may be required within a single month.

(4) **Decommissioning and Transfer Deliverables (at the end of the 15-year contract period):**

- a) Decommissioning Plan: A detailed plan for the comprehensive decommissioning of the installed retail forecourt infrastructure which SANParks do not elect to retain.
- b) Certified Decommissioning: Execution of all decommissioning activities, ensuring completion and certification in strict accordance with prevailing environmental, safety, and industry regulations.
- c) Asset Transfer & Certification: Facilitating the transfer of ownership of all elected movable and immovable assets, including the entire retail forecourt infrastructure. At the time of transfer, the forecourt and all associated equipment must be certified by an accredited independent inspection authority as being in good operational order and condition.

## 7.2 EV Charging

(1) **Design and Development Deliverables:**

- a) EV Infrastructure Proposals: Detailed proposals for the installation of Electric Vehicle (EV) charging infrastructure, specifically earmarked for the Skukuza forecourt site. This includes space requirements, electrical supply analysis, and cost estimations.

(2) **Construction and Installation Deliverables (within the first 5 year):**

- a) EV Charging Infrastructure Installation: Installation of EV charging infrastructure exclusively at the Skukuza forecourt site as per approved proposals.

(3) **Operations and Maintenance Deliverables (throughout the 15-year contract period):**

- a) Asset Ownership and Maintenance Programme (EV Infrastructure): The service provider shall own and be responsible for the full operational integrity, preventative maintenance, and corrective repairs of the installed EV charging infrastructure throughout the 15-year contract period. This includes all necessary inspections, ensuring strict compliance with all applicable regulations and industry standards.
- b) Training Programmes (EV Systems): Provision of comprehensive training programmes for SANParks' staff on the effective operation of the installed EV charging systems and on safety and emergency response procedures related to EV infrastructure.

(4) **Decommissioning and Transfer Deliverables (at the end of the 15-year contract period):**

- a) Decommissioning Plan (EV): A detailed plan for the comprehensive decommissioning of the installed EV charging infrastructure.
- b) Certified Decommissioning (EV): Execution of all decommissioning activities for EV infrastructure, ensuring completion and certification in strict accordance with prevailing environmental, safety, and industry regulations.
- c) Asset Transfer & Certification (EV): Facilitating the transfer of ownership of all elected movable and immovable assets related to EV charging infrastructure. At the time of transfer, all associated equipment must be certified by an accredited independent inspection authority as being in good operational order and condition.

## 7.3 Renewable Energy Generation

(1) **Design and Development Deliverables:**

- a) Renewable Energy System Proposals: Detailed proposals for the integration of green energy solutions (e.g., solar PV, and other renewable energy systems).

(2) **Construction and Installation Deliverables (within the first 7 years):**

- a) Renewable Energy System Installation: Installation of approved renewable energy generation systems at forecourt sites.

(3) **Operations and Maintenance Deliverables (throughout the 15-year contract period):**

- a) Asset Ownership and Maintenance Programme (Renewable Energy): The service provider shall own and be responsible for the full operational integrity, preventative maintenance, and corrective repairs of all installed renewable energy generation systems throughout the 15-year contract period. This includes all necessary inspections, ensuring strict compliance with all applicable regulations and industry standards.
- b) Sustainability Reports: Annual Sustainability Reports demonstrating efforts towards SANParks' net zero commitment. These reports must include key metrics such as achieved energy efficiency improvements, the expansion of renewable energy infrastructure, and overall decarbonisation efforts.

- c) Training Programmes (Renewable Energy Systems): Provision of comprehensive training programmes for SANParks' staff on the effective operation of the installed renewable energy generation systems and on safety and emergency response procedures related to these systems.

(4) **Decommissioning and Transfer Deliverables (at the end of the 15-year contract period):**

- a) Decommissioning Plan (Renewable Energy): A detailed plan for the comprehensive decommissioning of the installed renewable energy generation systems.
- b) Certified Decommissioning (Renewable Energy): Execution of all decommissioning activities for renewable energy systems, ensuring completion and certification in strict accordance with prevailing environmental, safety, and industry regulations.
- c) Asset Transfer & Certification (Renewable Energy): Facilitating the transfer of ownership of all elected movable and immovable assets related to renewable energy generation systems. At the time of transfer, all associated equipment must be certified by an accredited independent inspection authority as being in good operational order and condition.

## 8 EVALUATION CRITERIA

The bid shall be evaluated in three phases. The details of the evaluation phases are outlined below:

### 8.1 Phase 1: Mandatory Evaluation Criteria

All mandatory documentation must be submitted by the bidder together with the bid document at the closing date and time of the bid. Failure to comply with Mandatory Requirements will lead to the bidder being disqualified, and not considered for further evaluation i.e: Functionality, and Price and Preference.

**Mandatory Requirements are as follows:**

- 1) Price Schedule
- 2) A valid retail license for the distribution and selling of petroleum products issued by the Department of Mineral Resources and Energy in terms of the Petroleum Products Act 120 of 1977 as amended and its Regulations. The licence must be in the name of the bidder.
- 3) A certified letter of financial backing from a financial institution of R65 million or above in relation this bid. The le
- 4) A certified letter from refineries/manufacturers for a credit facility of R35 million or above in relation to this bid.
- 5) A valid "Letter of Good Standing" issued by the Compensation Commissioner or mutual association, rated under CLASS X: Chemical Industries, Rubber, Oil, Paint etc.
- 6) An Environmental Management Plan (EMP) in line with relevant environmental legislation. **See Criteria in Annexure E)**

**8.2 Phase 2: Functionality Evaluation Criteria**

- Bidders are required to demonstrate their ability to undertake the required services and provide proof of expertise and resources to provide the required services.
- Bidders are required to score a minimum of **80** points out of a possible **100** to proceed to the second stage/phase of evaluation
- Bid offers that fail to score the required number of points (**80**) per the functional requirements will be eliminated.
- The onus rests with the bidder to supply sufficient information to allow for the proper scoring, evaluation and award of points.
- Functionality points shall be awarded per the following provisions

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology
1	<b>Capacity to supply Diesel and Petrol</b>	Proof of capacity to supply at least 1 million liters per month of Diesel and Petrol, with a possible combined ratio of 65% Diesel and 35% Petrol.	25	25 Points = Signed confirmation letter(s) from the supplier(s) confirming the ability to meet a minimum of 1 million liters per month.
		Service Provider to provide confirmation on oil company letterhead confirming that the minimum quantities required can be supplied; or		25 Points = Signed confirmation letter from manufacturer confirming quantity produced monthly meeting the minimum of 1 million liters per month
		If manufacturing, a signed confirmation letter on their company letterhead confirming the monthly fuel quantity meets the minimum required quantities.		0 Points = Unable to meet the minimum volume requirements or no confirmation letter provided
2	<b>Technical Capability &amp; Experience</b>	Bidders are required to submit a methodology which should consider the following (List)  Comprehensive proposal outlining the methodology for delivering the design, demolition, procurement, and construction phases of the upgraded forecourts infrastructure. This methodology should detail the service provider's capability and approach, and include:	15	15 Points = Proposal outlining the methodology demonstrating the technical capability and experience outlined in 2.1 to 2.2 and supported by all key components
		2.1. Design samples of the fuel station forecourt, featuring architectural concepts designed with high-quality 3D renderings. These will illustrate the layout and integration of key components, ensuring alignment with design and regulatory standards.  2.2. Decommissioning: initial site assessment and planning, asset disconnection and making safe, infrastructure dismantling and removal, waste management and environmental remediation, and asset recovery, salvage, and reporting		0 Points = Proposal does not fully outline the methodology and key components

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology
		<p><b>Key Components:</b></p> <ul style="list-style-type: none"> <li>• Architectural and engineering concept design with 3D renderings.</li> <li>• Project timeline and cost estimates to demonstrate the ability to plan and execute the project.</li> <li>• Proof of a professional engineer with 5 years or more of experience.</li> <li>• CVs to verify fuel station design &amp; experience</li> <li>• Certificate of registration as a professional Engineer or Technologist with the Engineering Council of South Africa (ECSA).</li> </ul> <p>2.3 Contactable reference letter(s) in the name of the bidder indicating proven experience in managing forecourt operations for 10 years.</p> <p>The reference letter must include:</p> <ul style="list-style-type: none"> <li>• Name of the forecourt with contactable details.</li> <li>• project description; and</li> <li>• contract period.</li> </ul>		
3	<b>Product Quality Compliance</b>	<p>Product Quality Compliance with the relevant standards (SANS 342, SANS 1598, EURO2, MARPOL Annex VI as per SAMSA (IMO) requirements or equivalent).</p> <ul style="list-style-type: none"> <li>• Product Quality Certificate or Certificate of Analysis or relevant certification if product testing is done in-house</li> </ul>	15	<p>15 Points = Contactable reference letter(s) indicating proven experience in managing forecourt operations for 10 years or more.</p> <p>10 Points = Contactable reference letter(s) indicating proven experience in managing forecourt operations for between 5 - 9 years.</p> <p>05 Points = Contactable reference letter(s) indicating proven experience in managing forecourt operations for between 2 - 4 years.</p> <p>0 Points = Contactable reference letter(s) indicating proven experience in managing forecourt operations for less than 2 years.</p> <p>15 Points = Product Quality Certificate or Certificate of Analysis provided or In-house product testing certification</p> <p>0 Points = No documents provided to proof of product quality compliance</p>

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology
4	<b>System Interface/Integration</b>	Capability to supply and service a Fuel Management system and a Point-of-Sale system that can integrate with SANParks accounting system (currently Great Plains). Proof of supplying and/or experience operating a fuel service station using the proposed Fuel Management System	10	10 Points = Proof of supplying and experience operating a fuel service station using the Fuel Management System and Point of Sale that integrates with an accounting system.
				0 Points = No proof of supplying and experience operating a fuel service station using the Fuel Management System and Point of Sale that integrates with an accounting system
5	<b>Sustainability &amp; Green Energy Integration</b>	Bidders must submit a proposal including a methodology and strategy for sustainable green energy integration, aligned with the scope of work, as follows: <ul style="list-style-type: none"> <li>a. Solar-powered energy solutions plan</li> <li>b. EV Charging Solutions</li> <li>c. Net zero commitment in carbon emission initiatives</li> <li>d. Eco-conscious Visitor Education (educational content to be attached)</li> </ul> <b>NB: This methodology should be accompanied by a project implementation plan.</b>	5	5 Points = The proposal fully complies with the requirements as per scope of work and includes the project implementation plan.
				0 Points = The proposal does not meet the requirements as per scope of work and project plan is not properly aligned.
6	<b>Risk Management Plan &amp; Maintenance Plan</b>	3.1 Bidders must attach Safety and Risk plan with risk matrix and mitigation measures for fuel handling, storage, and dispensing as well as turnaround times. <b>(See guideline under Annexure D).</b>	5	5 Points = Risk plan and strategy covering the risk matrix and all mitigation measures.
				0 Points = No risk plan and strategy submitted.
		3.2 Bidders must submit a maintenance plan aligned with industry standards for fuel forecourts, covering the entire contract period. The plan must include but not limited to: <ul style="list-style-type: none"> <li>• Fuel dispensing equipment</li> <li>• Under ground and above ground storage tanks</li> <li>• Fuel filtration and quality control</li> <li>• Environmental and fuel control measures</li> <li>• Electrical and lighting systems</li> <li>• Forecourt Paving and Drainage</li> </ul>	5	5 Points = The Maintenance plan must be aligned with industry standards for the fuel forecourts, covering the entire contract period.
				0 Points = The maintenance is not aligned with industry standards for the fuel forecourts

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology
		<ul style="list-style-type: none"> <li>• Payment and POS Systems</li> <li>• Fire &amp; safety equipment</li> <li>• Safety and Emergency Equipment</li> <li>• General site Appearance and Amenities</li> <li>• Compliance and documentation</li> </ul>		
7	<b>Project Implementation Plan &amp; Timeline</b>	4.1 Bidders to submit a comprehensive project plan outlining all implementation steps, including key milestones and contingency strategy to minimize disruption in line with the deliverables and scope of work. The project plan should include but not limited to: <ol style="list-style-type: none"> <li>a. A detailed Gantt chart of Work Breakdown Structure (WBS) &amp; Project Timeline.</li> <li>b. Clear timelines for site development &amp; construction phases</li> <li>c. Temporary operational measures to minimise disruption.</li> </ol>	5	5 Points = The project plan is comprehensive, covering all implementation steps, clear milestones, and a well-defined contingency plan to ensure minimal disruption to SANParks operations.  0 Points = The project plan is incomplete or lacks critical details, with no clear milestones or contingency measures, posing a high risk of disruption to SANParks operations.
<b>Minimum qualifying score required</b>			<b>100</b>	
<b>Minimum qualifying score required</b>			<b>80</b>	

**8.3 Phase 3: Price Evaluation Criteria**

**8.3.1 Applicable Point System**

- 1) 90/10 preference point system will be applicable for this bid as the acquisition of goods and services is estimated to be above the Rand value of R50 million.

**8.3.2 Price and Preference**

- 1) Price will be evaluated using the 90/10 preference point system located as follows:

Criteria	Points
Price	90
Specific Goals: Enterprises with B-BBEE Procurement Recognition	10
<b>Total points for Price and Specific Goals</b>	<b>100</b>

- 2) A maximum of 90 points is allocated for price using the following formular:

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

Where:

- P<sub>s</sub> = Points scored for price of the bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

- 3) A maximum of 10 points is allocated for preference. Scoring preferences Points will be awarded to a bidder for attaining the B-BBEE Procurement Recognition status level in accordance with the below Specific Goals Preference Points table.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) To be completed by the organ of state)
Enterprises with B-BBEE Procurement Recognition Level 1	10
Enterprises with B-BBEE Procurement Recognition Level 2	8
Enterprises with B-BBEE Procurement Recognition Level 3	6
Enterprises with B-BBEE Procurement Recognition Level 4	4
Enterprises with B-BBEE Procurement Recognition Level 5 and above	0
<b>NB: Bidders with BEE level 5 to 8 can still tender but will not claim points for specific goals.</b>	

**9 DETAILED PRICING SCHEDULE: SBD 3.1 (Firm Prices)**

- (1) This bid comprises three price schedules for which bidders are required to submit proposals, namely:
  - a. **Price Schedule 9.1** – Fuel Pricing
  - b. **Price Schedule 9.2** – Forecourt Operations Lease and Related Costs
  - c. **Price Schedule 9.3** – Aboveground Fuel System Lease and Related Costs
- (2) Service providers are required to complete all three schedules. An Excel spreadsheet will be provided to assist with and verify price calculations
- (3) All prices quoted must be inclusive of Value Added Tax (VAT). Prices must be presented in South African Rand (ZAR). Price must include annual escalation rate.
- (4) Bidders may review historical sales volumes (01 April 2020 to 31 March 2025), to inform their decision making for pricing (**Annexure B**).
- (5) The bidder's pricing must remain fixed for a minimum period of 180 days, commencing the day after the bid closing date. SANParks reserves the right to enter negotiations with the recommended bidder prior to contract signing, if deemed necessary.

**9.1 Price Schedule: Fuel Price Schedule**

- 1) Fuel price must be within the regulated rates.
- 2) For the purpose of price evaluation SANParks has listed the price to be used (**PLEASE DO NOT CHANGE THE UNIT PRICES**).
- 3) For the purposes of price evaluation, the 2024/25 annual volumes have been used. (**PLEASE DO NOT CHANGE THE QUANTITIES PER ANNUM PROVIDED**)

9.1 Fuel Price Schedule							
Product	Wholesale / Refinery Regulated Unit Price Rates per litre	Percentage Discount off Unit Price		Discounted Unit Price Offer	Estimated Quantities per annum	Total Discounted annual price offer	Total Discounted Price for the contract period (Excl. Price Escalation)
	(ZAR)	(%)	(ZAR)	(ZAR)	(Volume)	(ZAR)	(ZAR)
Diesel (50 ppm Sulphur)	19.40				4,640,227		
Diesel (500 ppm Sulphur)	19.40				3,063,485		
Petrol (ULP 93)	18.80				440,173		
Petrol (ULP 95)	18.80				3,961,558		
<b>9.1</b>	<b>Total basket of goods</b>						

**9.2 Price Schedule: Forecourt Operation Lease and Related Costs**

- 1) The service provider must determine and specify the rental amount of each forecourt as well as the aboveground infrastructure leased to SANParks under a single contract for the entire period. This rental, which represents the return on investment for forecourt and aboveground infrastructure upgrades, ongoing maintenance, system integration, and decommissioning, must be explicitly linked to the Regulatory Accounting System (RAS) Matrix Guidance (**Annexure F**) and its escalation. When pricing the total forecourt and aboveground infrastructure investment at each site, the service provider must meticulously consider the facility's operational costs, prevailing market conditions within the liquid fuels retail sector, and the financial feasibility of the dealership model to propose a fair and sustainable rental structure.
- 2) Current installation capacities are at **Annexure A (for both price schedules 9.2 & 9.3)**.
- 3) Where the proposed underground storage infrastructure upgrade may trigger an Environmental Impact Assessment (EIA) process, the service provider must inform SANParks timeously to enable an informed decision.

9.2 Price Schedule: Forecourt Operation Lease and Related Costs							
Site	Pumps	Tank Size (lt)	Annual lease costs	Annual Service and Maintenance Cost	Annual Training Cost	Annual Site Cost	Total Contract Period Costs (Excl. Price Escalation)
			(A)	(B)	(C)	D = (A+B+C)	E = (D x 15)
<b>Kruger National Park</b>							
<b>Berg-en-Dal</b>	x2 double hose	ULP (23 000)					
	x2 double hose	LRP (23 000)					
	x3 double hose	Diesel (23 000)					
<b>Crocodile Bridge</b>	x2 double hose	ULP (23 000)					
	x2 double hose	LRP (23 000)					
	x2 double hose	Diesel (23 000)					
<b>Letaba</b>	x3 double hose	ULP (23 000)					
	x3 double hose	LRP (23 000)					
	x1 double hose	Diesel (23 000)					
<b>Lower Sabie</b>	x4 double hose	ULP (23 000)					
	x2 double hose	LRP (23 000)					
	x4 double hose	Diesel (23 000)					
<b>Mopani</b>	x2 double hose	ULP (23 000)					
	x2 double hose	LRP (23 000)					
	x2 double hose	Diesel (23 000)					
<b>Olifants</b>	x2 double hose	ULP (23 000)					
	x2 double hose	LRP (23 000)					
	x2 double hose	Diesel (23 000)					
<b>Orpen</b>	x2 double hose	ULP (23 000)					
	x2 double hose	LRP (23 000)					
	x3 double hose	Diesel (23 000)					
<b>Pretoriuskop</b>	x2 double hose	ULP (23 000)					
	x2 double hose	LRP (23 000)					
	x2 double hose	Diesel (23 000)					
<b>Punda Maria</b>	x1 double hose	ULP (23 000)					
	x1 double hose	LRP (23 000)					
	x2 double hose	Diesel (23 000)					
<b>Satara</b>	x4 double hose	ULP (23 000)					
	x2 double hose	LRP (23 000)					
	x4 double hose	Diesel (23 000)					
<b>Shingwedzi</b>	x2 double hose	ULP (23 000)					
	x3 double hose	Diesel (23 000)					

9.2 Price Schedule: Forecourt Operation Lease and Related Costs							
Site	Pumps	Tank Size (lt)	Annual lease costs	Annual Service and Maintenance Cost	Annual Training Cost	Annual Site Cost	Total Contract Period Costs (Excl. Price Escalation)
			(A)	(B)	(C)	D = (A+B+C)	E = (D x 15)
Skukuza	x4 double hose	ULP (23 000)					
	x4 double hose	LRP (23 000)					
	x5 double hose	Diesel (23 000)					
Skukuza Transport Depot	x2 double hose	ULP (23 000)					
	x2 double hose	LRP (23 000)					
	x2 double hose	Diesel (23 000)					
<b>Addo Elephant National</b>							
Main Camp	x1 single hose	ULP (13 500)					
	x2 single hose	LRP (9 000)					
	x2 double hose	Diesel (9 000)					
<b>Mountain Zebra National Park</b>							
MZNP	x1 double hose	Diesel (13 500)					
	x1 double hose	ULP (22 700)					
<b>Golden Gate Highlands National</b>							
Glen Reenen	x1 double hose	ULP (13 500)					
	x1 double hose	ULP I (4 500)					
	x1 double hose	Diesel (9 000)					
<b>Ais Ais/Richtersveld Transfrontier Park</b>							
Main Camp	x1 double hose	LRP (23 000),					
	x1 double hose	Disel (14 000)					
<b>Kgalagadi Transfrontier Park</b>							
Twee Rivieren	x3 double hose	ULP (23 000)					
	x2 double hose	Diesel (23 000)					
	x2 double hose	Diesel (15 000 x2)					
Nossob	x2 double hose	ULP (23 000)					
	x2 double hose	Diesel (13 000 x2)					
Mata Mata	x2 double hose	ULP (23 000)					
	x2 single hose	Diesel (9 000x2)					
<b>Augrabies Falls National Park</b>							
Main Camp	x2 double hose	Diesel (22 700)					
	x1 single hose	Diesel (9 000)					
9.2.	<b>Total basket of goods</b>						

**9.3 Price Schedule: Aboveground Fuel System Lease and Related Costs**

<b>9.3 Aboveground Fuel System Lease and Related Costs</b>						
<b>Site</b>	<b>Tanks</b>	<b>Quantity</b>	<b>Annual lease costs</b>	<b>Annual Service and Maintenance Costs</b>	<b>Annual Site Costs</b>	<b>Total Contract Period Costs (Excl. Price Escalation)</b>
	<b>Tank Size (lt)</b>		<b>A</b>	<b>B</b>	<b>C = (A+B)</b>	<b>D = (C x15)</b>
<b>Kruger National Park</b>						
Crocodile Bridge Generator	5 000	1				
Letaba Workshop Generator	5 000	1				
Letaba Generator	5 000	1				
Lower Sabie Generator	5 000	1				
Kingfisher spruit Ranger	5 000	1				
Mopani Generator	5 000	1				
Olifants Generator	5 000	1				
Talamiti Generator	5 000	1				
Tshokwane Renger	5 000	1				
Pafuri Gate	5 000	1				
Nwanetsi Ranger	5 000	1				
Pretoriuskop Generator	5 000	1				
Punda Maria Generator	15 000	1				
Satara Generator	15 000	1				
Sirheni Generator	5 000	1				
Shingwedzi Generator	5 000	1				
Shimuweni Generator	5 000	1				
Skukuza Generator	5 000	1				
<b>Kgalagadi Transfrontier Park</b>						
Twee Rivieren Generator	23 000	1				
Nossob Generator	23 000	1				
Mata Mata Generator	23 000	1				
<b>Tankwa Karoo</b>						
Main Reception site	23 000	1				
<b>Mapungubwe National Park</b>						
Main Reception site	5 000	1				
<b>9.3</b>	<b>Total basket of goods</b>					
<b>9.1 + 9.2 + 9.3</b>	<b>Total bid offer (basket of goods) excluding price changes</b>					



**SOUTH AFRICAN NATIONAL PARKS**

**BIDDER'S DISCLOSURE**

**SBD 4**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest <sup>1</sup> in the enterprise, employed by the state?	<b>YES</b>	<b>NO</b>
		<input type="checkbox"/>	<input type="checkbox"/>

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

Full Name	Identity Number	Name of State Institution

2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?	<b>YES</b>	<b>NO</b>
		<input type="checkbox"/>	<input type="checkbox"/>

2.2.1 If so, furnish particulars: \_\_\_\_\_

2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?	<b>YES</b>	<b>NO</b>
		<input type="checkbox"/>	<input type="checkbox"/>

2.3.1 If so, furnish particulars \_\_\_\_\_

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

**3. DECLARATION**

I, the undersigned (Name) \_\_\_\_\_

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of the Bidder

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022****SBD 6.1**

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

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

**1. GENERAL CONDITIONS**

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

1.1.1 the 80/20 system for requirements with a Rand value of up to R50,000,000.00 (all applicable taxes included); and

1.1.2 the 90/10 system for requirements with a Rand value above R50,000,000.00 (all applicable taxes included).

**1.2 To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals	<b>100</b>

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

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

**2. DEFINITIONS**

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

(b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

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

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES****3.1 POINTS AWARDED FOR PRICE****3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20

Or

90/10

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

Or

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

Where:

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

**3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT****THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20

Or

90/10

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

Or

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

Where:

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\max}$  = Price of highest acceptable bid

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**  
**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**  
**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender		Number of points allocated (90/10 system) To be completed by the organ of state)	Number of points claimed (90/10 system)
Enterprises with B-BBEE Procurement Recognition Level 1		10	
Enterprises with B-BBEE Procurement Recognition Level 2		8	
Enterprises with B-BBEE Procurement Recognition Level 3		6	
Enterprises with B-BBEE Procurement Recognition Level 4		4	
Enterprises with B-BBEE Procurement Recognition Level 5 and above		0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3 Name of Company / Firm:

4.4 Company Registration Number:

4.5 Type of Company / Firm (Tick applicable box)

Partnership / Joint Venture / Consortium	<input type="checkbox"/>	Personal Liability Company	<input type="checkbox"/>
One-person business / sole propriety	<input type="checkbox"/>	(Pty) Limited	<input type="checkbox"/>
Close corporation	<input type="checkbox"/>	Non-Profit Company	<input type="checkbox"/>
Public Company	<input type="checkbox"/>	State Owned Company	<input type="checkbox"/>

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- (iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have :-
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

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

	_____
	SIGNATURE(S) OF TENDERER(S)
<b>SURNAME AND NAME</b>	_____
<b>DATE:</b>	_____
<b>ADDRESS:</b>	_____
	_____

## GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words "department" means organs of state inclusive of public entities and vice versa, and the words "will/should" mean "must".

**South African National Parks (SANParks) cannot amend the National Treasury's General Conditions of Contract (GCC). SANParks appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions and Special Conditions specific to this bid contract is not part of the General Conditions of Contract. No clause in this document shall be in conflict with another clause. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail.**

GCC1

### 1. Definitions - The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** mean the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and

	<p>handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. <b>“Local content”</b> means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. <b>“Manufacture”</b> means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. <b>“Order”</b> means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. <b>“Project site”</b>, where applicable, means the place indicated in bidding documents.</p> <p>1.21. <b>“Purchaser”</b> means the organization purchasing the goods.</p> <p>1.22. <b>“Republic”</b> means the Republic of South Africa.</p> <p>1.23. <b>“SCC”</b> means the Special Conditions of Contract.</p> <p>1.24. <b>“Services”</b> means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. <b>“Written”</b> or <b>“in writing”</b> means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	<p><b>2. Application</b></p>
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	<p><b>3. General</b></p>
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
GCC4	<p><b>4. Standards</b></p>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<p><b>5. Use of contract documents and information</b></p>
	<p>5.1. The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not make, without the purchaser’s prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser,</p>

	if so required by the purchaser.
GCC6	<b>6. Patent rights</b>
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	<b>7. Performance security</b>
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2. a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
GCC8	<b>8. Inspections, tests and analyses</b>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>

GCC9	<p><b>9. Packing</b></p>
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	<p><b>10. Delivery and Documentation</b></p>
	<p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>
GCC11	<p><b>11. Insurance</b></p>
	<p>11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
GCC12	<p><b>12. Transportation</b></p>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	<p><b>13. Incidental services</b></p>
1	<p>13.2. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.2.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.2.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.2.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.2.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.2.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.3. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	<p><b>14. Spare parts</b></p>
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p>

	<p>14.1.2. In the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
GCC15	<p><b>15. Warranty</b></p>
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
GCC16	<p><b>16. Payment</b></p>
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	<p><b>17. Prices</b></p>
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
GCC18	<p><b>18. Contract amendment</b></p>
	<p>18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
GCC19	<p><b>19. Assignment</b></p>
	<p>19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>

GCC20	<p><b>20. Subcontract</b></p>
	<p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract</p>
GCC21	<p><b>21. Delays in supplier's performance</b></p>
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	<p><b>22. Penalties</b></p>
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
GCC23	<p><b>23. Termination for default</b></p>
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue</p>

	<p>performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. The date of commencement of the restriction</p> <p>23.6.3. The period of restriction; and</p> <p>23.6.4. The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	<b>24. Anti-dumping and countervailing duties and rights</b>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	<b>25. Force Majeure</b>
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>

GCC26	<p><b>26. Termination for insolvency</b></p>
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	<p><b>27. Settlement of disputes</b></p>
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	<p><b>28. Limitation of liability</b></p>
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
GCC29	<p><b>29. Governing language</b></p>
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
GCC30	<p><b>30. Applicable law</b></p>
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	<p><b>31. Notices</b></p>
	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p>

GCC32	<p><b>32. Taxes and duties</b></p>
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SANParks must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p>
GCC33	<p><b>33. National Industrial Participation Programme</b></p>
	<p>33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
GCC34	<p><b>34. Prohibition of restrictive practices</b></p>
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>

**ANNEXURE A: SANPARKS FUEL RETAIL AND ABOVEGROUND SITES (CURRENT INSTALLATIONS)**

<b>SANPARKS FUEL RETAIL SITES (CURRENT INSTALLATIONS)</b>						
<b>Site</b>	<b>Pumps</b>	<b>Tanks</b>			<b>Installation Date</b>	<b>GPS Coordinates (Decimal Degrees)</b>
		<b>Tank Size (lt)</b>	<b>Quantity</b>	<b>Tank Location</b>		
<b>Kruger National Park</b>						
<b>Berg-en-Dal</b>	Four (4) double hose	ULP (23 000)	1	Underground	Installed on 25/11/2005	-25.4271492080187, 31.447162108154153
		LRP (23 000)	1			
		Diesel (23 000)	1			
<b>Crocodile Bridge</b>	Three (3) double hose	ULP (23 000)	1	Underground	Installed on 25/11/2005	25.358354951386985, 31.893630605601345
		LRP (23 000)	1			
		Diesel (23 000)	1			
<b>Letaba</b>	Seven (7) double hose	ULP (23 000)	1	Underground	Installed on 25/11/2005	-23.85442710078312, 31.57513787668091
		LRP (23 000)	1			
		Diesel (23 000)	1			
<b>Lower Sabie</b>	Eight (8) double hose	ULP (23 000)	1	Underground	Installed on 25/11/2005	-25.119460053245135, 31.91458111889032
		LRP (23 000)	1			
		Diesel (23 000)	1			
<b>Mopani</b>	Five (5) double horse + 1 x Single horse	ULP (23 000)	1	Underground	Installed on 25/11/2005	-23.52027859442784, 31.39883704125903
		LRP (23 000)	1			
		Diesel (23 000)	1			
<b>Olifants</b>	Six (6) double hose	ULP (23 000)	1	Underground	Installed on 25/11/2005	-24.004429513253072, 31.738355665505402
		LRP (23 000)	1			
		Diesel (23 000)	1			
<b>Orpen</b>	Eight (8) double hose	ULP (23 000)	1	Underground	Installed on 25/11/2005	-24.475970283026175, 31.390489729785028
		LRP (23 000)	1			
		Diesel (23 000)	1			
<b>Pretoriuskop</b>	Three (3) double hose	ULP (23 000)	1	Underground	Installed on 25/11/2005	-25.169215870200016, 31.268213228412634
		LRP (23 000)	1			
		Diesel (23 000)	1			

SANPARKS FUEL RETAIL SITES (CURRENT INSTALLATIONS)						
Site	Pumps	Tanks			Installation Date	GPS Coordinates (Decimal Degrees)
		Tank Size (lt)	Quantity	Tank Location		
Punda Maria	Three (3) double hose + single horse	ULP (23 000)	1	Underground	Installed on 25/11/2005	-22.6920388472175, 31.01802504281635
		LRP (23 000)	1			
		Diesel (23 000)	1			
Satara	Eight (8) double hose	ULP (23 000)	2	Underground	Installed on 25/11/2005	-24.392296860131324, 31.778541180693285
		LRP (23 000)	2			
		Diesel (23 000)	2			
Shingwedzi	Five(5) double hose	ULP (23 000)	1	Underground	Installed on 25/11/2005	-23.108171406855302, 31.434652567681724
		Diesel (23 000)	2			
Skukuza	Thirteen (13) double hose pumps	ULP (23 000)	2	Underground	Installed on 25/11/2005	-24.99528944473937, 31.591591052562254
		LRP (23 000)	2			
		Diesel (23 000)	2			
Skukuza Transport Depot	Three (3) double hose pumps	ULP (23 000)	1	Underground	Installed on 25/11/2005	24.994969, 31.601239
		LRP (23 000)	1			
		Diesel (23 000)	1			
<b>Addo Elephant National</b>						
Main Camp	Three (3) single hose	ULP (13 500)	1	Underground	Installed on 26/07/1999	25.183056, 31.266389
		LRP (9 000)	1			
		Diesel (9 000)	1			
<b>Mountain Zebra National Park</b>						
MZNP	Two (2) single hose	Diesel (13 500)	1	Underground		32.22370106510, 25.47923179800
		ULP (22 700)	1			
<b>Golden Gate Highlands National</b>						
Glen Reenen	Four (4) single hose	LRP (9 000)	1	Underground	Installed on 02/03/1996	28.5167, 28.6167
		LRP (4 500)	1			
		Diesel (4 500)	1			
		Diesel (9 000)	1			

SANPARKS FUEL RETAIL SITES (CURRENT INSTALLATIONS)						
Site	Pumps	Tanks			Installation Date	GPS Coordinates (Decimal Degrees)
		Tank Size (lt)	Quantity	Tank Location		
<b>Ais Ais/Richtersveld Transfrontier Park</b>						
Main Camp	Two (2) single hose	LRP (23 000),	1	Underground	Installed on 20/07/1996	28.130833, 16.896944
		Diesel (14 000)	1			
<b>Kgalagadi Transfrontier Park</b>						
Twee Rivieren	Four (4) double hose	ULP (23 000)	1	Underground	Installed on 14/05/1996. Twee Rivieren entire filling station was upgraded in 2017	26.47256, 20.61249
		Diesel (13 500)	2			
Nossob	Four (4) single hose	LRP (22 700)		Underground	Installed on 10/03/1996. Only pumps updated in 2016	25.42132, 20.59695
		Diesel (13 500)	2			
		ULP (23 000)	1			
Mata Mata	Three (3) single hose	ULP (23 000)	1	Underground	Installed on 21/06/1996, Only pumps updated in 2016	25.46030, 20.00016
		Diesel (9 000)	2			
<b>Augrabies Falls National Park</b>						
Main Camp	two (2) single hose One (1) single hose out of order	Diesel (22 700)	1	Underground	Installed on 10/08/1996	28.593641, 20.338041
		Diesel (9,000)	1			

<b>SANPARKS ABOVEGROUND OPERATIONAL SITES (CURRENT SITES)</b>				
<b>Site</b>	<b>Tanks</b>			<b>GPS Coordinates (Decimal Degrees)</b>
	<b>Tank Size (lt)</b>	<b>Quantity</b>	<b>Tank Location</b>	
<b>Kruger National Park</b>				
Crocodile Bridge Generator	2 200	2	Aboveground	25.359453,31.893572
Letaba Workshop Generator	2 200	2	Aboveground	23.861239,31.574075
Letaba Generator	2 200	2	Aboveground	23.861239,31.568828
Lower Sabie Generator	2 200	2	Aboveground	25.129033, 31.914819
Kingfisherspruit Ranger	2 200	2	Aboveground	24.46085, 31.447564
Mopani Generator	2 200	2	Aboveground	23.525875, 31.402706
Olifants Generator	2 200	2	Aboveground	24.004331, 31.059372
Talamiti Generator	2 200	2	Aboveground	24.556653, 31.370933
Tshokwane Ranger	2 200	2	Aboveground	24.833264, 31.858553
Pafuri Gate	2 200	2	Aboveground	22.399544, 31.041083
Nwanetsi Ranger	2 200	2	Aboveground	24.471983, 31.976858
Pretoriuskop Generator	2 200	2	Aboveground	25.1716, 31.266581
Punda Maria Generator	9 000	1	Aboveground	22.690672, 31.011756
Satara Generator	9 000	1	Aboveground	24.400275, 31.774631
Sirheni Generator	2 200	2	Aboveground	22.945428, 31.2206
Shingwedzi Generator	2 200	2	Aboveground	23.115711, 31.429706
Shimuweni Generator	2 200	2	Aboveground	23.713903, 31.265603
Skukuza Generator	2 200	2	Aboveground	24.995833,31.588336
<b>Kgalagadi Transfrontier Park</b>				
Twee Rivieren Generator	23 000	1	Aboveground	26.47256, 20.61249
Nossob Generator	23 000	1	Aboveground	25.42132, 20.59695
Mata Mata Generator	23 000	1	Aboveground	25.46030, 20.00016
<b>Tankwa Karoo National Park</b>				
Main Reception site	23 000	1	Aboveground	32 14 26, 20 5 52

**ANNEXURE B: 5 YEARS HISTORICAL SALES VOLUMES (01 APRIL 2020 TO 31 MARCH 2025)**

Row Labels	Sum of Quantity	Sum of AmountIncl
2020-2021	6,788,500	104,348,614
2021-2022	10,431,628	209,810,909
2022-2023	10,140,818	253,973,825
2023-2024	10,623,400	289,518,001
2024-2025	10,533,220	248,545,479
<b>Grand Total</b>	<b>48,517,565</b>	<b>1,106,196,829</b>

Row Labels	2020-2021		2021-2022		2022-2023		2023-2024		2024-2025		Total Sum of Quantity	Total Sum of AmountIncl
	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl		
901012 (ULP 95)	2,461,156	37,995,404	3,881,707	86,701,106	4,090,031	96,717,849	4,211,742	132,451,466	4,045,753	94,469,040	18,690,390	448,334,866
901024 (LRP)	41,209	628,230	53,268	1,003,026	30,654	729,414	21,999	528,036	13,142	339,673	160,271	3,228,379
901032 (DIESEL)	4,286,135	65,724,980	6,496,653	122,106,777	6,020,133	156,526,562	6,389,659	156,538,499	6,474,324	153,736,767	29,666,904	654,633,584
<b>Grand Total</b>	<b>6,788,500</b>	<b>104,348,614</b>	<b>10,431,628</b>	<b>209,810,909</b>	<b>10,140,818</b>	<b>253,973,825</b>	<b>10,623,400</b>	<b>289,518,001</b>	<b>10,533,220</b>	<b>248,545,479</b>	<b>48,517,565</b>	<b>1,106,196,829</b>

Forecourts	2020-2021					
	901012 (ULP 95)		901024 (LRP)		901032 (DIESEL)	
	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl
ADDO REST CAMP	67,860	1,009,374			91,828	1,375,790
AUGRABIES REST CAMP	21,369	341,296			24,446	387,106
BERG-EN-DAL REST CAMP	97,772	1,500,463	1,907	28,458	185,705	2,832,959
CROCODILE BRIDGE REST CAMP	163,438	2,513,766	415	6,208	238,904	3,646,723
GLEN REENEN REST CAMP	59,198	936,861			67,645	1,001,289
LETABA REST CAMP	104,628	1,629,011	1,720	26,184	201,334	3,093,077
LOWER SABIE REST CAMP	206,660	3,166,750	2,050	31,468	315,016	4,784,259
MATA MATA REST CAMP	38,133	606,402			128,619	2,019,667
MOPANI REST CAMP	81,706	1,345,150	1,370	22,630	133,633	2,181,079
MOUNTAIN ZEBRA REST CAMP	16,980	248,692			23,003	338,616
NOSSOB REST CAMP	53,859	860,661			244,749	3,844,501
OLIFANTS REST CAMP	61,818	956,402	1,788	27,196	102,255	1,571,566
ORPEN REST CAMP	132,744	2,031,867	9,539	146,048	185,600	2,820,594
PRETORIUSKOP REST CAMP	103,251	1,575,130	2,035	30,834	142,355	2,161,138
PUNDA MARIA REST CAMP	92,559	1,434,657			125,745	1,933,448
SATARA REST CAMP	197,563	3,029,654	22	302	442,273	6,713,689
SENDELINGSDRIF (RICHTERSVELD)	41,633	646,666			88,017	1,353,013
SHINGWEDZI REST CAMP	97,763	1,520,741			184,092	2,811,637
SKUKUZA REST CAMP	670,347	10,226,058	20,362	308,851	891,323	13,483,456
TWEE RIVIEREN REST CAMP	151,875	2,415,806			469,594	7,371,373

Forecourts	2021-2022					
	901012 (ULP 95)		901024 (LRP)		901032 (DIESEL)	
	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl
ADDO REST CAMP	124,163	2,285,438			156,125	2,804,011
AUGRABIES REST CAMP	39,531	789,944			46,705	911,622
BERG-EN-DAL REST CAMP	178,132	3,400,274	2,186	41,049	338,647	6,297,470
CROCODILE BRIDGE REST CAMP	298,801	5,807,039	727	13,563	426,835	8,167,597
GLEN REENEN REST CAMP	106,819	2,058,191			112,149	2,017,184
LETABA REST CAMP	175,435	3,371,566	2,399	46,215	326,916	6,115,452
LOWER SABIE REST CAMP	226,367	4,093,663	2,987	52,314	345,290	6,063,587
MATA MATA REST CAMP	56,748	1,104,702			201,450	3,824,650
MOPANI REST CAMP	135,791	2,616,382	1,598	30,138	219,280	4,089,208
MOUNTAIN ZEBRA REST CAMP	30,070	559,055	76	1,244	35,677	647,304
NOSSOB REST CAMP	95,111	1,854,793			400,740	7,662,309
OLIFANTS REST CAMP	108,721	2,089,265	2,089	39,643	173,130	3,227,655
ORPEN REST CAMP	216,158	4,129,398	9,818	180,826	275,725	5,114,545
PRETORIUSKOP REST CAMP	153,910	2,929,926	1,346	24,400	237,302	4,370,992
PUNDA MARIA REST CAMP	142,307	15,218,456			201,352	4,749,409
SATARA REST CAMP	345,701	6,596,736	2,526	44,508	701,857	12,981,046
SENDELINGSDRIF (RICHTERSVELD)	44,119	848,141			86,818	1,640,315
SHINGWEDZI REST CAMP	182,417	3,515,630			316,628	5,936,823
SKUKUZA REST CAMP	996,635	19,043,101	27,517	529,127	1,241,698	23,070,514
TWEE RIVIEREN REST CAMP	224,761	4,389,001			652,328	12,415,086

Row Labels	2022-2023					
	901012 (ULP 95)		901024 (LRP)		901032 (DIESEL)	
	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl
ADDO REST CAMP	167,422	3,765,729			170,440	4,904,241
AUGRABIES REST CAMP	32,775	763,190			36,874	944,001
BERG-EN-DAL REST CAMP	191,570	4,554,548	2,386	56,417	319,779	8,328,500
CROCODILE BRIDGE REST CAMP	452,157	10,672,169	725	17,606	543,569	14,062,660
GLEN REENEN REST CAMP	97,322	2,285,844			88,119	2,182,023
LETABA REST CAMP	186,834	4,451,655	2,487	62,247	319,679	8,452,076
LOWER SABIE REST CAMP						
MATA MATA REST CAMP	53,918	1,269,183			213,695	5,527,079
MOPANI REST CAMP	137,636	3,285,054	1,772	42,403	203,208	5,302,201
MOUNTAIN ZEBRA REST CAMP	31,076	718,395	19	410	33,416	854,182
NOSSOB REST CAMP	77,870	1,849,410			383,926	9,898,910
OLIFANTS REST CAMP	136,683	3,254,935	794	18,400	162,426	4,223,415
ORPEN REST CAMP	240,132	5,669,220	2,648	61,099	293,911	7,563,120
PRETORIUSKOP REST CAMP	158,550	3,797,822	167	4,047	203,078	5,310,197
PUNDA MARIA REST CAMP	168,607	4,024,513	548	13,732	187,369	4,967,815
SATARA REST CAMP	408,590	9,639,661			678,217	17,496,262
SENDELINGSDRIF (RICHTERSVELD)	39,775	946,077			72,618	1,890,257
SHINGWEDZI REST CAMP	160,704	3,823,224			279,987	7,290,822
SKUKUZA REST CAMP	1,117,051	26,453,546	19,109	453,053	1,232,855	31,925,737
TWEE RIVIEREN REST CAMP	231,360	5,493,676			596,967	15,403,064

Forecourts	2023-2024					
	901012 (ULP 95)		901024 (LRP)		901032 (DIESEL)	
	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl
ADDO REST CAMP	174,785	3,995,880			185,118	4,371,607
AUGRABIES REST CAMP	16,214	383,703			25,755	619,391
BERG-EN-DAL REST CAMP	201,867	4,805,644	1,483	35,120	324,320	7,857,843
CROCODILE BRIDGE REST CAMP	402,625	9,567,468	45	1,045	557,085	13,466,313
GLEN REENEN REST CAMP	124,177	2,961,004			83,343	1,927,536
LETABA REST CAMP	195,253	4,722,694	1,632	37,459	321,399	8,033,646
LOWER SABIE REST CAMP	165,015	4,002,194			211,850	5,406,270
MATA MATA REST CAMP	57,767	1,403,236			234,620	5,853,264
MOPANI REST CAMP	144,743	3,481,849	1,783	42,976	237,412	5,795,049
MOUNTAIN ZEBRA REST CAMP	29,371	684,309	17	400	50,589	1,208,024
NOSSOB REST CAMP	77,818	1,888,387			391,923	9,777,839
OLIFANTS REST CAMP	142,177	3,420,860	428	10,145	165,179	4,047,905
ORPEN REST CAMP	267,654	6,381,576			311,012	7,591,195
PRETORIUSKOP REST CAMP	150,188	3,596,159	145	3,454	221,771	5,383,227
PUNDA MARIA REST CAMP	133,356	3,226,397			176,319	4,327,962
SATARA REST CAMP	420,099	10,014,437			752,771	18,287,275
SENDELINGSDRIF (RICHTERSVELD)	34,739	836,813			79,464	1,971,475
SHINGWEDZI REST CAMP	160,619	3,875,049			285,921	6,992,765
SKUKUZA REST CAMP	1,097,644	57,978,529	16,466	397,437	1,166,208	28,499,538
TWEE RIVIEREN REST CAMP	215,631	5,225,281			607,601	15,120,373

Forecourts	2024-2025					
	901012 (ULP 95)		901024 (LRP)		901032 (DIESEL)	
	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl	Sum of Quantity	Sum of AmountIncl
ADDO REST CAMP	159,270	3,506,131			179,557	4,032,143
AUGRABIES REST CAMP					19,913	469,900
BERG-EN-DAL REST CAMP	178,950	4,140,618	434	9,964	316,038	7,405,566
CROCODILE BRIDGE REST CAMP	290,947	6,773,461	8	201	401,676	9,513,135
GLEN REENEN REST CAMP	118,980	2,792,189			92,632	2,041,028
LETABA REST CAMP	181,759	4,253,283	60	1,438	318,813	7,592,417
LOWER SABIE REST CAMP	331,079	7,717,781	1,403	31,788	457,891	10,864,698
MATA MATA REST CAMP	48,420	1,156,344			232,015	5,599,084
MOPANI REST CAMP	129,772	3,103,491	616	14,651	217,268	5,201,410
MOUNTAIN ZEBRA REST CAMP	25,711	580,840	96	2,063	34,703	792,715
NOSSOB REST CAMP	74,314	1,760,875			407,183	9,797,585
OLIFANTS REST CAMP	143,544	3,362,456	379	8,592	174,454	4,147,185
ORPEN REST CAMP	242,749	5,613,445			349,601	8,210,447
PRETORIUSKOP REST CAMP	144,516	3,360,510			186,623	4,399,593
PUNDA MARIA REST CAMP	146,363	3,439,605			186,332	4,426,220
SATARA REST CAMP	403,035	9,357,028			660,169	15,591,872
SENDELINGSDRIF (RICHTERSVELD)	32,351	758,659			71,824	1,716,942
SHINGWEDZI REST CAMP	158,975	3,718,926			284,388	6,771,127
SKUKUZA REST CAMP	1,035,828	24,368,262	10,148	270,976	1,316,476	31,496,088
TWEE RIVIEREN REST CAMP	199,190	4,705,139			566,769	13,667,611

## **ANNEXURE C: CODE OF CONDUCT FOR OUTSIDE ORGANISATION WORKING IN A NATIONAL PARK**

### **CODE OF CONDUCT FOR PERSONNEL FROM OTHER ORGANISATIONS**

#### **TEMPORARILY WORKING IN NATIONAL PARKS**

##### **1. INTRODUCTION**

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

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

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

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

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

Please study and commit yourself to the attached Code of Conduct. Any uncertainties must be cleared up with a SANParks' official.

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

##### **2. PRINCIPLES WITH RESPECT TO BEHAVIOUR AND DISCIPLINE**

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

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

- 2.1 No prospecting or mining is allowed on any land forming part of a national park or protected area.
- 2.2 No person, except an employee authorised by SANParks may:
  - 2.2.1 Enter or reside in a national park without permission;
  - 2.2.2 Be in possession of an unsealed weapon, explosives, traps or poison in the park or convey the same into a park;
  - 2.2.3 Hunt or kill an animal, collect, damage or destroy a bird's nest or it's eggs;
  - 2.2.4 Purposely or negligently cause a veld fire or damage any object of geological, archaeological, historical, ethnological or of any other scientific value to SANParks;
  - 2.2.5 Bring any animal or pet into a national park or allow domestic animals to stray into a national park, if found it will be confiscated and destroyed by an official;

- 2.2.6 Remove any animal (dead or alive) or parts thereof from the park (unless lawfully brought into the park);
- 2.2.7 Cut down trees or remove plants from a park or in any way damage any tree, plant or seeds;
- 2.2.8 Feed animals in national parks;
- 2.2.9 Drive a vehicle without a license or allow a minor to drive a vehicle under his control;
- 2.2.10 Spend the night anywhere in a national park, (other than in a designated area) except in a rest camp or private home, without the permission of SANParks;
- 2.2.11 Enter a national park in an:
  - Unlicensed (or unregistered) vehicles;
  - Enter or use any closed road (no entry)
- 2.2.12 Vehicles may not be driven recklessly or negligently in a national park.
- 2.2.13 All drivers must consider other drivers and all animals.
- 2.2.14 No person under the influence of alcohol or drugs, may drive a vehicle in a national park or be in the drivers seat of a vehicle with the engine running.
- 2.2.15 Without special permission, no person may organize or perform public entertainment or fund-raising campaigns.
- 2.2.16 Angling in rivers or dams is prohibited.
- 2.2.17 Angling, where permitted, is only allowed from sunrise to sunset.
- 2.2.18 Swimming is prohibited at designated angling areas.
- 2.2.19 No person may damage property or endanger property belonging to SANParks.
- 2.2.20 No person may use a radio or musical instruments in such a way as to cause disturbance to others.
- 2.2.21 No person may dispose of any article or rubble other than in containers provided by SANParks.
- 2.2.22 No person may remove sand, stone or wood without the permission of SANParks.
- 2.2.23 Unless issued with an official late permit, no one may travel from a rest camp or entry gate after gate closing times. Permits are issued by the Park Manager or designated person after acceptance of legitimate motivation.
- 2.2.24 The proclaimed speed limit in a national park must be strictly adhered to, except if and when concessionary speed limits have been approved.

### **3. RESPONSIBILITIES TOWARDS NATURE CONSERVATION**

- 3.1 Antiquities or objects of historical value which you may discover during your operation in a national park, are and remain the property of SANParks. These items must be handed in to the Park Manager or designated person as soon as possible. Any person who found possession of such articles, either to keep or sell, will be liable to prosecution.
- 3.2 No firewood may be collected or removed without the permission of a Nature Conservation official. Under no circumstances will permission be granted to remove firewood from the park unless proof of sale from one of the shops can be produced,
- 3.3 Stone, sand and/or soil may not be removed from any area, unless permission has been granted by the Park Manager or designated person. These products may only be removed from sites specified by the Park Manager.

- 3.4 On request, the Park Manager or local Section Ranger will point out to the foreman, the sites allowed for removal of stone, sand and/or water for building or other purposes. No water may be taken from existing boreholes unless the Park Manager or designated person gives permission.
- 3.5 The removal, cutting down or damage to any living plant in a national park is illegal and may only be done with permission. Where the construction of roads, buildings etc. necessitates the destroying of indigenous trees, shrubs or plants, it must be kept to an absolute minimum.
- 3.6 Gravel pits must, where at all possible, not be visible from any road. After construction, these gravel pits must be rehabilitated as per the contract document and/or Environmental Management Plan.
- 3.7 No animals may be killed in the park.
- 3.8 Other than SANParks employees, personnel resident in a park, but not employed by SANParks, may only kill an animal in an emergency, to protect a life or property or when specifically authorized to do so by SANParks. A report of all animals killed and the circumstance surrounding it, must be sent to the Park Manager or designated person as soon as possible.
- NB Snakes may only be killed in residences, rest camps and living quarters if it cannot be captured and removed by a knowledgeable person. Under no circumstances may poisonous or non-poisonous snakes be killed in the bush or elsewhere. Residents in a park are encouraged to study the poisonous and non-poisonous snake species for their own protection.

#### **4. FIREARMS**

- 4.1 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**

- 5.1 All residents and work teams are expected to have proper respect towards the scenic beauty of a national park and not litter tins, paper etc. as well as construction debris, where new roads, bridges, dams or buildings are being constructed. It is the duty of the contractor and/or his supervisors to ensure that after completion of the projects, all litter is carted away. Under no circumstances may this litter be dumped in the bush or anywhere else. It is your responsibility to find out from the Park Manager or designated person if and where litter may be dumped. Littering is a serious offence and perpetrators can be prosecuted.
- 5.2 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**

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

#### **7. PERSONNEL RELATIONS**

- 7.1 Park Managers or any designated person are officials of the SANParks and are responsible for the enforcement of the Protected Areas Act 57, 2003 in their respective parks. To uphold the organisation's authority, they have to be aware of all activities and especially extraordinary activities in their park. It is therefore not only a matter of courtesy but of necessity to report all activities to the Park Manager. It is very important that all new building activities, the construction of new roads, etc., be reported by the supervisor to the Park Manager. It is just as important to report the use of firebreak roads as well as unscheduled night trips to the Park Manager.
- 7.2 No person residing or working in a rest camp may leave the rest camp gate after gate closing times, without the Park Manager's or designated person's permission.

## **8. TRAVELLING TIMES AND TRANSPORT MATTERS**

- 8.1 All private and official trips within a national park, must be undertaken during daylight hours and permission to travel after-hours will only be given in emergencies, by the Park Manager or designated person.
- 8.2 No person (employee or visitor) may transport passengers on the back of an open vehicle within a national park, unless in the execution of official duties.

## **9. ROAD RULES AND SPEED LIMITS**

### **9.1 Road Rules**

- 9.1.1 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**

- 9.2.1 All employees of SANParks, as well as employees from outside organisations with written consent working in a national park, may travel at a maximum speed of 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.
- 9.2.2 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**

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

## **11. ENTRANCE TO NO-ENTRY ROADS**

### **11.1 Fire-break and patrol roads**

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

## **12. GUEST PRIVILEGES**

Arrangements regarding guests must be made by the site supervisor with the Park Manager or designated person.

Only immediate family members (parents and children) will be allowed free access to a national park with the permission of the Park Manager or designated person.

### 13. GENERAL DISCIPLINE

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

- 13.1 Every employee residing in living quarters in a rest camp or on a designated site must:
  - 13.1.1 Obey all reasonable and lawful rules given by the Park Manager or designated person;
  - 13.1.2 Reside only in specific quarters/designated site reserved for them;
  - 13.1.3 Maintain cleanliness and sanitation in his place of residence.
- 13.2 No person residing, working or officially present in a park, is allowed to:
  - 13.2.1 Accommodate any unauthorized person, assist him or give him permission to enter or live in any designated living areas;
  - 13.2.2 Behave in such a way as to be detrimental to maintaining discipline, order for health in such living areas;
- 13.3 Without written permission from the Park Manager or designated person;
  - 13.3.1 Keep live animals or poultry;
  - 13.3.2 Excavate or have excavations made
  - 13.3.3 Build or make any alterations to existing building;
- 13.4 In any way, either directly or indirectly, hinder any employee, Security Officer, Ranger or anyone authorised by the Park Manager, in the execution of their duties; inspections or any investigations deemed necessary or purposely hinder, obstruct, mislead or refuse to divulge information when requested to, or refuse to assist in any way or heed legitimate request or command.
- 13.5 Purposely disturb the peace by making a noise, shouting, screaming, arguing, causing violence or acting violently or improperly.
- 13.6 Enter or leave a Park or living quarters other than through the official gates.
- 13.7 Gamble in any way.
- 13.8 Defecate in a place or manner as to offend any other person.
- 13.9 Dispose of rubble or leftovers in any place other than in bins provided.
- 13.10 Aimlessly loiter or hang around near or in a rest camp or personnel accommodation at any time.
- 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.

**ANNEXURE D: HEALTH & SAFETY SPECIFICATIONS**



**HEALTH & SAFETY SPECIFICATIONS**

**FOR**

**SUPPLY AND DELIVER FUEL, AND PROVISION OF TURNKEY FORECOURT SOLUTIONS IN SOUTH AFRICAN NATIONAL PARKS**

**INFORMATION**

Project Name	Delivery and Supply of fuel for SANParks
Writer/s:	Itumeleng Moagi
Version:	01
Date:	7 July 2023
Number of Pages:	

**ADMINISTRATION**

Complied by	Signature:	Date:
Responsible Project Manager	Signature:	Date:
Responsible Personnel Health and Safety	Signature:	Date:
SCM Personnel	Signature:	Date:

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

This Health and Safety Specification identifies and including the working behaviours and safe work practices that are expected of all SANParks, Contractors, Consultant, Visitors and Suppliers, engaged on SANParks to manage contracts as required by Occupational Health and Safety Act 85 of 1993, Construction Regulation of 2014, (including applicable SANS standards and by Laws).

This document also provides minimum health and safety requirements, standards, and expectations that the principal contractor and contractors must adhere to.

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

The Health and Safety Specifications will be implemented during the construction and delivery of services of the fuel stations and any construction activity that the Client has control over.

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

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

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

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

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

**3. SCOPE**

The Health and Safety Specifications pertaining to the project; Delivery and Supply of fuel for SANParks –the subjects contained under special intended to outline the normal as well as any special requirements of SANParks pertaining to the health and safety matters (including the environment) applicable to the project in question.

These Specifications will be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project

**4. DEFINITIONS**

Agent	a competent person who acts as a representative for a client;
Angle of repose	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;
Authority:	the power or right to control, command, issue orders, make decisions, assign resources, delegate, and ensure compliance to company policies and practices.

Bulk mixing plant	<p>machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;</p> <p>any person for whom construction work is being performed</p>
Contractor	an employer who performs construction work.
Construction manager	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	a workplace where construction work is being performed;
Construction supervisor	a competent person responsible for supervising construction activities on a construction site;
Construction vehicle	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	<p>any work in connection with-</p> <ul style="list-style-type: none"> <li>• the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or</li> <li>• the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work ;</li> </ul>
Construction work permit	a document issued in terms of regulation 3;
Demolition work	a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labor, machinery, or the use of explosives
Designer	<p>a competent person who-</p> <ul style="list-style-type: none"> <li>• prepares a design.</li> <li>• checks and approves a design;</li> <li>• arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or</li> <li>• designs temporary work, including its components;</li> <li>• an architect or engineer contributing to, or having overall responsibility for a design;</li> <li>• a building services engineer designing details for fixed plant;</li> <li>• a surveyor specifying articles or drawing up specifications;</li> <li>• a contractor carrying out design work as part of a design and building project; or an interior designer, shop-fitter or landscape architect</li> </ul>
Design	in relation to any structure, includes drawings, calculations, design details and specifications;

Electrical contractor	a person who undertakes to perform electrical installation work on behalf of any other person, but excludes an employee of such first mentioned person;
Electrical installation	any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an electrical installation irrespective of whether or not it is part of the electrical circuit, but excluding (a) any machinery of the supplier related to the supply of electricity on the premises; (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits; (c) an electrical installation on a vehicle, vessel, train or aircraft; and (d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer
Employee:	<p>a) a person, excluding an independent contractor, who works for SANParks and who receives, or is entitled to receive, remuneration and</p> <p>b) any other person who in any manner assists in carrying on or conducting the business of SANParks.</p>
Employer:	A person employing or providing work for any person and remunerating them or expressly or tacitly undertaking to remunerate them.
Environment:	surroundings in which an organisation or business operates – including air, water, land, natural resources, flora, fauna, human and their interrelationship
Excavation work	the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;
Explosive actuated fastening device	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	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	equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;
Fall protection plan	<p>a documented plan, which includes and provides for -</p> <ul style="list-style-type: none"> <li>• all risks relating to working from a fall risk position, considering the nature of work undertaken.</li> <li>• the procedures and methods to be applied in order to eliminate the risk of falling, and a rescue plan and procedures.</li> </ul>
Fall risk	any potential exposure to falling either from, off or into;

Health and safety file	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	a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work
Healthy:	free from illness or injury attributable to occupational causes
Incident:	any unplanned event that could or does result in harm, damage, and/or environmental pollution or degradation or gives rise to an accident or has the potential to lead to an accident. Moreover, as contemplated in OHS Act Section 24(1), and read in conjunction with Regulation 8 and 9 of General Administrative Regulations (GAR), and Regulation 7 of the Driven Machinery Regulations (DMR) and Section 1 of the COID Act.
Installation electrician	a person who has been registered as an installation electrician in terms of regulation 11 (2) for the verification and certification of the construction, testing and inspection of any electrical installation, excluding specialised electrical installations
Installation work	a) the installation, extension, modification or repair of an electrical installation; b) the connection of machinery at the supply terminals of such machinery; or (e) the inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance;
Medical surveillance	a planned programme or periodic examination (which may include clinical examinations, biological monitoring, or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner
Master installation electrician	a person who has been registered as a master installation electrician in terms of regulation 11 (2) for the verification and certification of the construction, testing and inspection of any electrical installation;
Material hoist	a hoist used to lower or raise material and equipment, excluding passengers
Medical certificate of fitness	a certificate specific to the work to be performed and issued by an occupational health practitioner in the form of Annexure 3 of the construction regulations.
Mobile plant	any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;
OHS Act	Occupational Health and Safety (Act 85 of 1993), as amended
Reasonably Practicable	practicable having regard to: a) the severity and scope of the hazard or risk concerned; b) the state of knowledge reasonably available concerning that hazard

	<p>or risk and of any means of removing or mitigating that hazard or risk;</p> <p>c) the availability and suitability of means to remove or mitigate that hazard or risk, and</p> <p>d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom.</p>
National Building Regulations	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	one normal working shift of carrying out construction work by a person on a construction site;
Principal contractor	an employer appointed by the client to perform construction work.
Structure	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;
Suspended platform	a working platform suspended from supports by means of one or more separate ropes from each support;
Temporary works	Any false work, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

## 5. HEALTH AND SAFETY MANAGEMENT PLAN

The contractor to prepare, implement and maintain a project-specific Health and Safety

Management Plan according to the project scope of work. The plan to outline the requirements set out in this specification as well as all applicable legislation. It must cover all activities that will be carried out on the project site(s), from design, construction, and set-up through to the supply and delivery of fuel.

### 5.1.1. Content of the Health and Safety Management Plan

The following information will be noted clearly by the Contractor:

- Location: Address and identification of specific structures-a reference to the contracts/other contractual documentation (works information) where the exact detail is contained.
- Project description/detailed scope of work: Nature of construction activities involved- a reference to the contracts/other contractual documentation (works information) where the exact detail is contained.
- SHE Plan & SHE File 1 month prior to commencement of work
- The anticipated date for the commencement of work on site and the project duration or completion date.
- Schematic layout of project site including site plans/services and surrounding land uses or any sensitive features.

## 5.2. Administrative and Legal Requirements

Subject	Requirements
37.2 Agreement with Mandataries/ (Sub-)Contractors	<ul style="list-style-type: none"> <li>• Written agreement with (Sub-)Contractors</li> <li>• List of (Sub-)Contractors displayed.</li> <li>• Proof of Registration with Compensation Insurer/Letter of Good Standing</li> <li>• Construction Supervisor designated</li> <li>• Written arrangements re.</li> <li>• H&amp;S Reps &amp; H&amp;S Committee</li> <li>• Written arrangements re. First Aid</li> </ul>
Asbestos	<p>Asbestos identified as a hazard whilst work is carried out, the following must be included in the health and safety plan:</p> <ul style="list-style-type: none"> <li>• Notification to the Provincial Director in writing, prior to commencement of asbestos work.</li> <li>• Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.</li> <li>• Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.</li> <li>• Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.</li> <li>• Only proof that medical surveillance has been conducted and not the actual records itself since these areas of a confidential nature.</li> <li>• How records are going to be kept safe for the stipulated period of 40 years.</li> <li>• Proof that asbestos demolition (if applicable) is going to be done by a registered asbestos contractor and provide proof that a plan of work for such demolition is submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.</li> </ul>
Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to another person/s by CEO.
Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site	The Contractor will submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to the commencement of work (refer to Annexure B at the end of this Health and Safety Specification).
Awareness Sessions	The contractor to conduct periodic toolbox talks on site, preferably weekly or before any hazardous work takes place. The talks to cover the relevant activity and an attendance register will be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health a safety file as evidence of training
Batch Plants	<ul style="list-style-type: none"> <li>• Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above</li> <li>• Risk Assessment carried out</li> <li>• Batch Plant to be inspected weekly by a competent person. Inspections register kept</li> </ul>
Competency	After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he will send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.
Competency for Contractor's Responsible Persons	<ul style="list-style-type: none"> <li>• The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.</li> <li>• The Contractor must be Competent and (or) Accredited to do the work that they are contracted for.</li> </ul>

Subject	Requirements
Construction Vehicles & Earth Moving Equipment	<p>Operators/Drivers appointed to:</p> <ul style="list-style-type: none"> <li>- Carry out a daily inspection prior to use</li> <li>- Drive the vehicle/plant that he/she is competent to operate/drive</li> </ul> <p>Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept</p>
Construction Work Permit	<ul style="list-style-type: none"> <li>• It must be noted that from August 2015 all projects that meet the following criteria will require a construction work permit to be applied for at least 30 days prior to the work being carried out:</li> <li>• Exceeds 180 days</li> <li>• Will involve more than 1800 person days of construction work</li> <li>• Works contract is of a value equal to or exceeding thirteen million rand, or Construction Industry Grading Board (CIDB) grading level 6</li> <li>• It is the client's responsibility to apply for this permit from the Provincial Director and construction work may not commence until the permit has been issued by the Provincial Director.</li> </ul>
Control of Storage & Usage of HCS and Flammables	<ul style="list-style-type: none"> <li>• Competent Person/s with specific knowledge and experience designated to Control the Storage &amp; Usage of HCS (including Flammables)</li> <li>• Written Proof of Competence of above appointee available on Site</li> <li>• Risk Assessment carried out</li> <li>• Register of HCS kept/used on Site</li> <li>• Separate, purpose made storage available for full and empty containers</li> </ul>
Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site. To be readily available for perusal by employees.
COVID-19	<ul style="list-style-type: none"> <li>• Ensure compliance to the requirements of Consolidated Covid-19 direction on health and safety workplace</li> <li>• Covid-19 Risk assessment was conducted and employees trained.</li> <li>• Workplace plans are documented and readily available</li> <li>• Workplace Covid-19 protocols are implemented and complied to</li> </ul>
Cranes & Lifting Machines Equipment	<ul style="list-style-type: none"> <li>• Competent person appointed in writing to inspect Cranes, Lifting Machines &amp; Equipment</li> <li>• Written Proof of Competence of above appointee available on Site.</li> <li>• Cranes &amp; Lifting tackle identified/numbered</li> <li>• Register kept for Lifting Tackle</li> <li>• Log Book kept for each individual Crane</li> <li>• Inspection: - All cranes - daily by operator</li> <li>• Tower Crane/s - after erection/6monthly</li> <li>• Other cranes - annually by comp. person</li> <li>• Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application</li> </ul>
Demolition Work	<ul style="list-style-type: none"> <li>• Competent person/s appointed in writing to supervise and control Demolition work</li> <li>• Written Proof of Competence of above appointee/s available on Site</li> <li>• Risk Assessment carried out</li> <li>• Engineering survey and Method Statement available on Site</li> <li>• Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept</li> </ul>
Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> <li>• Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures</li> <li>• Emergency Evacuation Plan developed</li> <li>• Drilled/Practiced</li> <li>• Plan &amp; Records of Drills/Practices available on Site</li> <li>• Fire Risk Assessment carried out</li> <li>• All Fire Extinguishing Equipment identified and on <i>register</i>.</li> <li>• Inspected weekly. Inspection Register kept</li> </ul>

Subject	Requirements
	<ul style="list-style-type: none"> <li>Serviced annually</li> </ul>
Designation of Assistant for above	Competent person appointed in writing as Assistant Construction Supervisor with job description
Designation of Health & Safety Representatives	<p>More than 20 employees - one H&amp;S Representative, one additional H&amp;S Rep. for each 50 employees or part thereof.</p> <p>Designation in writing, period and area of responsibility specified in terms of GAR 6 &amp; 7</p> <p>Meaningful H&amp;S Rep. reports.</p> <p>Reports actioned by Management.</p>
Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor with job description
Designation of Stacking & Storage Supervisor.	<p>Competent Person/s with specific knowledge and experience designated to supervise all Stacking &amp; Storage</p> <p>Written Proof of Competence of above appointee available on Site</p>
Electrical Installations and Machinery on Construction Sites	<p>A contractor will, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –</p> <ul style="list-style-type: none"> <li>before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;</li> <li>all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;</li> </ul>
Emergency Procedures	<p>The Contractor will submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure will detail the response plan including the following:</p> <ul style="list-style-type: none"> <li>List of key personnel;</li> <li>Details of emergency services;</li> <li>Actions or steps to be taken in the event of the emergency; and</li> <li>Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.</li> </ul> <p>Emergency procedure(s) will include, but will not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service deliver protests / intimidation, etc.</p> <p>The Contractor will advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring.</p> <p>A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.</p>
Excavations	<p>Competent person/s appointed in writing to supervise and inspect excavation work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected:</p> <ul style="list-style-type: none"> <li>before every shift</li> <li>after any blasting</li> <li>after an unexpected fall of ground</li> <li>after any substantial damage to the shoring</li> <li>after rain. Inspections register kept</li> </ul> <p>Method statement developed where explosives will be/ are used</p>
Explosive Powered Tools	<p>Competent person appointed to control the issue of the Explosive Powered Tools &amp; cartridges and the service, maintenance and cleaning. Register kept of above</p> <p>Empty cartridge cases/nails/fixing bolts returns recorded</p> <p>Cleaned daily after use Work areas are demarcated!</p>

Subject	Requirements
Facilities	<p>A contractor will provide , in terms of the Construction Regulations 2014, a</p> <ul style="list-style-type: none"> <li>• Shower facilities after consultation with the employees or employees representatives, or at least one shower facility for every 15 persons;</li> <li>• at least one sanitary facility for each sex and for every 30 workers;</li> <li>• changing facilities for each sex;</li> <li>• and sheltered eating area.</li> </ul>
Fall Prevention & Protection	<p>Competent person appointed to draw up and supervise the Fall Protection Plan</p> <p>Proof of appointee's competence available on Site</p> <p>Risk Assessment carried out for work at heights</p> <p>Fall Protection Plan drawn up/updated</p> <p>Available on Site</p>
Fire precautions on Construction Sites	<p>A contractor will, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –</p> <ul style="list-style-type: none"> <li>• all appropriate measures are taken to avoid the risk of fire;</li> <li>• sufficient and suitable storage is provided for flammable liquids, solids and gases;</li> <li>• smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;</li> </ul>
First Aid	<p>Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</p> <p>First Aid freely available</p> <p>Equipment as per the list in the OH&amp;S Act.</p> <p>One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)</p> <p>List of First Aid Officials and Certificates</p> <p>Name of person/s in charge of First Aid box/es displayed.</p> <p>Location of First Aid box/es clearly indicated.</p> <p>Signs instructing employees to report all</p> <p>Injuries/illness including first aid injuries</p>
Formwork & Support work	<p>Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support &amp; Formwork</p> <p>Design drawings available on site</p> <p>Risk Assessment carried out</p> <p>Support &amp; Formwork inspected:</p> <ul style="list-style-type: none"> <li>• before use/inspection</li> <li>• before pouring of concrete</li> <li>• weekly whilst in place</li> <li>• before stripping/dismantling.</li> <li>• - Inspection register kept</li> </ul>
General Machinery	<p>The Contractor will comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.</p>
H&S Specification & Programme	<p>H&amp;S Spec received from Client and/or its Agent on its behalf</p> <p>OH&amp;S programme developed &amp; updated regularly</p>

Subject	Requirements
Hazard Identification & Risk Assessment	<p>Hazard Identification carried out/Recorded by the Client</p> <p>The Contractor will, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan</p> <p>Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained ensure that, as far as is reasonably practicable, ergonomic-related hazards are analysed, evaluated and addressed in a risk assessment.</p> <p>A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified; A monitoring plan; and review plan</p>
Hazardous Chemical Substances (HCS)	<p>In addition to the requirements in the HCS Regulations, the principal contractor will provide proof in the Health and Safety Plan that:</p> <ul style="list-style-type: none"> <li>• Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS's shall be available for inspection by the agent at all times.</li> </ul>
Health & Safety Committee/s	<p>H&amp;S Committee/s established. All H&amp;S Reps will be members of H&amp;S Committees Additional members are appointed in writing. Meetings held monthly; Minutes kept. Actioned by Management.</p>
Health and Safety Organogram	<p>The Contractor will submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated, when there is a change in the site team.</p>
Health and Safety Training	<p>The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.</p>
High Voltage Electrical Equipment	<p>The Contractor will ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with.</p>
Housekeeping and General Safeguarding on Construction Sites	<p>A contractor will in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site</p>
Induction	<p>No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.</p>
Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	<p>Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections:</p> <ul style="list-style-type: none"> <li>• Electrical Installation &amp; equipment inspected after installation, after alterations and quarterly. Inspection Registers kept</li> <li>• Portable electric tools, electric lights and extension leads must be uniquely identified/numbered.</li> <li>• Weekly visual inspection by User/Issuer/Storeman. Register kept.</li> </ul>

Subject	Requirements
Inspection & Use of Welding/Flame Cutting Equipment	<p>Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment</p> <p>Written Proof of Competence of above appointee available on Site</p> <p>All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately</p> <p>Equipment identified/numbered and entered into a register</p> <p>Equipment inspected weekly. Inspection Register kept</p> <p>Separate, purpose made storage available for full and empty vessels</p>
Inspection, Monitoring and Reporting	<p>The Contractor shall carry out inspections as required by <b>Annexure C</b> in this Health and Safety Specification, as well as by health and safety legislation.</p>
Investigation and Recording of Incidents	<p>All injuries which resulted in the person receiving medical treatment other than first aid, recorded, and investigated by investigator designated in writing.</p> <p>Copies of Reports (Annexure 1) available on Site</p> <p>Tabled at H&amp;S Committee meeting</p> <p>Action taken by Site Management.</p>
Lead	<p>The lead identified as a hazard whilst work is carried out, the following must be included in the health and safety plan:</p> <ul style="list-style-type: none"> <li>• Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.</li> </ul>
Lighting	<p>Where poor or lack of illumination is identified as a hazard the lighting regulations must be complied with and the following must be included in the H&amp;S Plan:</p> <ul style="list-style-type: none"> <li>• How lighting will be ensured/ provided where daylight is not sufficient and /or after hours are worked.</li> <li>• Planned maintenance programme for replacing luminaries.</li> <li>• Proof of illumination levels of artificial illumination equipment</li> </ul>
Material Hoists	<p>A contractor will ensure that-</p> <ul style="list-style-type: none"> <li>• every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.</li> </ul>
Materials Hoist	<p>Competent person appointed in writing to inspect the Material Hoist</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Materials Hoist to be inspected weekly by a competent person.</p> <p>Inspection's register kept.</p>
Medical Certificates	<p>The contractor will ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner.</p>
Noise Induced Hearing Loss	<p>Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:</p> <ul style="list-style-type: none"> <li>• Proof of training with regards to these regulations.</li> <li>• Risk assessment done within 1 month of commencement of work.</li> <li>• That monitoring carried out by an AIA and done according to SABS 083.</li> <li>• Medical surveillance programme established and maintained for the necessary employees.</li> </ul>

Subject	Requirements
Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site
Notification of Intention to Commence Construction Work	<p>The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:</p> <ul style="list-style-type: none"> <li>• include excavation work</li> <li>• Include work at height where there is a risk of falling</li> <li>• Include the demolition of a structure, or</li> <li>• Include the use of explosives to perform construction work.</li> </ul> <p>If the construction work involves construction of a single storey dwelling for a client, and such client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.</p>
Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly there after. Inspections register kept Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
Occupational Health	Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.
Occupational Health and Safety Policy	The Contractor will submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the operations
Occupational Health and Safety Signage	The Contractor will ascertain and provide adequate on-site health and safety signage. This signage will include, but will not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 db; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor will be responsible to maintain the quality and replacement of signage.
Personal Protective Equipment (PPE)	PPE Risk Assessment carried out Items of PPE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PPE PPE remain property of Employer, not to be removed from premises GSR 2(4)
Personal Protective Equipment (PPE)	<p>The Contractor will carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor will make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times.</p> <p>The Contractor will ensure that personnel are trained in the correct use of PPE to be used.</p> <p>The Contractor to ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.</p>
Pollution of the environment	<p>Measures in place to minimize dust generation.</p> <p>Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented.</p> <p>Spillage/discarding of oil, chemicals and fuel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.</p>
Portable Electrical Tools	<p>The Contractor will comply with the Electrical Machinery Regulations and shall ensure that use and storage of all portable electrical tools are in compliance with relevant legislation.</p> <p>The Contractor shall consider that:</p>

Subject	Requirements
	<ul style="list-style-type: none"> <li>• A competent person undertakes routine inspections;</li> <li>• Only authorised persons use the tools;</li> <li>• There are safe working procedures applied;</li> <li>• Awareness training is carried out and compliance is enforced at all times; and PPE and clothing is provided and maintained</li> </ul>
Pressure Equipment	<p>The Contractor will comply with the Pressure Equipment Regulations, which include inspecting equipment regularly, appointing a competent person with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections &amp; testing of VUP's</p> <p>Written Proof of Competence of above appointee available on Site</p> <p>Risk Assessment carried out</p> <p>Certificates of Manufacture available on Site</p> <p>Register of VUP's on Site</p> <p>Inspections &amp; Testing by Approved Inspection Authority (AIA):</p> <ul style="list-style-type: none"> <li>• after installation/re-erection or repairs</li> <li>• every 36 months.</li> <li>• Register/Log kept of inspections, tests. Modifications &amp; repair</li> </ul>
Ramps	<p>Competent person appointed in writing to Supervise the erection &amp; inspection of Ramps. Inspection register kept.</p> <p>Daily inspected and noted in register</p>
Record Keeping	<p>The Contractor will keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act.</p> <p>All records of incidents, spot fines, training, etc. are kept on site.</p> <p>All documents will be available for inspection by the Client, or the Department of Labour's Inspectors.</p>
Registration Compensation. Insurer/FEM	<p>with Written proof of registration/Letter of good standing available on Site</p>
Reporting of Incidents (Dept. of Labour)	<p>Incident Reporting Procedure displayed.</p> <p>All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days.</p> <p>(WCL 1 or 2) and to the Client and/or its Agent on its behalf</p> <p>Cases of Occupational Disease Reported</p> <p>Copies of Reports available on Site</p> <p>Record of First Aid injuries kept</p>
Roof work	<p>Competent person is appointed to plan &amp; supervise Roof work.</p> <p>Proof of appointee's competence available on Site</p> <p>Risk Assessment carried out</p> <p>Roof work Plan drawn up/updated</p> <p>Roof work inspect before each shift. Inspection register kept</p> <p>Employees medically examined for physical &amp; psychological fitness. Written proof on site</p>

Subject	Requirements
Rope Access Work	<p>A contractor will-</p> <ul style="list-style-type: none"> <li>• appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work:</li> <li>• Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation.</li> </ul>
Scaffolding	<p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> <li>• erect scaffolding (Scaffold Erector/s)</li> <li>• act as Scaffold Team Leaders</li> <li>• inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)</li> </ul> <p>Written Proof of Competence of above appointees available on Site</p> <p>Copy of SABS 085 available on the Site</p> <p>Risk Assessment carried out</p> <p>Inspected weekly/after bad weather. Inspection register/s kept</p>
Scaffolding	<p>A contractor will appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.</p> <p>A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.</p>
Structures	<p>Information the structure being erected received from the Designer including:</p> <ul style="list-style-type: none"> <li>• geo-science technical report where relevant</li> <li>• the design loading of the structure</li> <li>• the methods &amp; sequence of construction</li> <li>• anticipated dangers/hazards/special measures to construct safely</li> <li>• Risk Assessment carried out</li> <li>• Method statement drawn up</li> <li>• All above available on Site</li> <li>• Structures inspected before each shift. Inspections register kept</li> </ul>
Suspended Platforms	<p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> <li>• control the erection of Suspended platforms</li> <li>• act as Suspended platforms Team Leaders</li> <li>• inspect Suspended Scaffolding weekly and after inclement weather</li> <li>• Risk Assessment conducted</li> <li>• Certificate of Authorisation issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour</li> <li>• The following inspections of the whole installation carried out by a competent person</li> <li>• after erection and before use</li> <li>• daily prior to use. Inspection register kept</li> <li>• The following tests to be conducted by a competent person:</li> <li>• load test of whole installation and working parts every three months</li> <li>• hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept</li> <li>• Employees working on Suspended Platform medically examined for physical &amp; psychological fitness. Written proof available</li> </ul>

Subject	Requirements
Suspended Platforms	<p>A contractor will appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.</p> <p>No contractor may use or permit the use of a suspended platform, unless-</p> <p>the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;</p> <p>he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system</p>
Temporary works	<p>A contractor will appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.</p> <p>To ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.</p>
Tunnelling	<p>No person may enter a tunnel, which has a height dimension of less than 800 millimetres.</p>
Use and Temporary Storage of Flammable Liquids on Construction Sites	<p>A contractor will, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –</p> <ul style="list-style-type: none"> <li>• where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;</li> <li>• no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;</li> <li>• an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;</li> <li>• only the quantity of flammable liquid needed for work on one day is taken out of the store for use;</li> <li>• all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;</li> <li>• where flammable liquids are decanted, the metal containers are bonded and earthed; and</li> <li>• no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids</li> </ul>
Water environments	<p>A contractor will ensure that where construction work is done over or in close proximity to water, provision is made for-</p> <ul style="list-style-type: none"> <li>• preventing persons from falling into water; and</li> <li>• the rescuing of persons in danger of drowning.</li> </ul> <p>A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.</p>
Working at Heights (including roof work)	<p>Openings: Unprotected openings adequately guarded/fenced/barricaded/catch nets installed</p> <p>Roof work discontinued when bad/hazardous weather</p> <p>Fall protection measures (including warning notices) when working close to edges or on fragile roofing material</p> <p>Covers over openings in roof of robust construction/secured against displacement</p>

### 5.3. Duties of Principal Contractor / Contractor

A Principal Contractor will:

- provide and demonstrate to the client a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's documented health and safety specifications, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
  - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
  - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
  - ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
  - ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993; and
  - has a valid Public Liability Insurance.
  - appoint each contractor in writing for the part of the project on the construction site
  - take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
  - ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
  - stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
  - where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
  - discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation.
  - ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the client or the client's agent;
  - hand over a consolidated health and safety file to the client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

#### **5.4. A contractor must prior to performing any construction work-**

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.
- Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.
- A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.
- No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.
- A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.
- A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

#### **5.5. Management of Contractors by Principal Contractor**

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

**5.6. The Contractor must be aware of the following additional requirements:**

<b>What</b>	<b>When</b>	<b>Output</b>
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
General Inspections	As per Health and Safety Specifications & OHSA	e) Internal & External Audits
		Report of Health and Safety Specifications and OHSA compliance:
		a) Scaffolding
		b) Lifting Machinery
		c) Excavations
General Inspections	Monthly	d) Construction vehicle
		Covering:
		a) Fire Fighting Equipment
		b) Portable Electrical Equipment
		c) Hand Tools
Record Keeping	On-going	d) Ladders
		Covering:
		a) General Complaints
		b) Fines
		c) General Incidents
		d) MSDS
		e) Surveillance Medicals
		f) Inspection Registers
g) Department of Labour Notices		
h) Safe Disposal certificate (Waste)		

6. ANNEXURE A			
The contractor shall submit the info below 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( Approval)	Construction Regulation 2014	At least 30 days prior to project commencement
3	Assignment of a 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	Public Liability Insurance	Client / Client Agent requirement	Before commencement on site
7	Occupational Health and Safety Policy	Client / Client Agent requirement	Before commencement on site
8	Section 37(2)	Client / Client Agent requirement	Before commencement on site
9	Health and Safety File With Following including 1-7 of this <ul style="list-style-type: none"> <li>• Scope of work + Occupational health and Safety plan</li> <li>• Health and Safety Policy</li> <li>• Responsibilities and Appointment letters+ Organogram</li> <li>• Training and Toolbox talks</li> <li>• Competency, licenses and accreditations- Supply and delivery of fuel</li> <li>• Medicals</li> <li>• Safe Working Procedures</li> <li>• Risk assessment and Method Statement(s) including Covid-19</li> <li>• Fall protection plan</li> <li>• Registers, Inspections and Audits Incident Management and emergency procedures+ Emergency Numbers</li> <li>• Waste Management plan</li> <li>• Subcontractors management</li> </ul>	Client / Client Agent requirement	Before commencement on site
10	Induction	Client / Client Agent requirement	Before commencement on site

11	Covid 19 Regulations and protocols	Client / Client Agent requirement	Before commencement on site
<b>7. ANNEXURE B: APPOINTMENTS</b>			
The Contractor shall make the following appointments:			
<b>No</b>	<b>Description</b>	<b>No</b>	<b>Description</b>
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)) and Competent for Electrical installations
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-19 Compliance Officer

**8. PROJECT DETAILS**

<b>PROJECT DIRECTORY:</b>		
Client:		
OHS Corporate Manager	<b>SANParks</b> 643 Leyds Street, Muckleneuk Pretoria Contact:	Tel: 012-426 5086 email: Itumeleng.moagi@sanparks.org
<b>PROJECT DETAILS:</b>		
<b>Description of Works</b>		
<b>Anticipated Contract Duration</b>		
<b>Provisional Start Date</b>		
<b>Completion Date</b>		

**EXISTING ENVIRONMENT:****Hazards particular to this project by virtue of location:****Wild Animals:** NA**Members of the public:** 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 day to day users.**Other:****Overhead, Above Ground and Underground Services crossing the site:****Overhead:** Applicable/Not Applicable**Underground:** Applicable/Not Applicable**Ground Level:** Applicable/Not Applicable**Services Drawings available** Applicable/Not Applicable**Way leaves required:** Applicable Not Applicable**Permits required:** Applicable/Not Applicable**Isolation required:** Applicable/Not Applicable**Existing structures and surrounding land use (with a significant impact on Health and Safety):**

The work entails Maintenance of Standby Power Supply.

**Existing ground conditions and ground survey report:**

Normal or levelled Ground.

**Existing Traffic Systems:****Conditions:** Tar roads**Restrictions to access:** Applicable**Speed restrictions:** Normal road restrictions: 20km/h**9. PROJECT HEALTH AND SAFETY REQUIREMENTS:****Significant health and safety hazards identified by Designer and Client Agent:****Accommodation of Traffic (Management Plan):** The Principal Contractor must supply a proper and comprehensive Traffic Management Plan for the various sites within this identification, i.e. the Site camp and surrounds as well as the work area and surrounds.**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.**Wild animals:****Other:****Normal construction hazards expected. Indicate**

Manual Handling of plant/material/equipment

Members of public

Metal work

Noise and Dust

Fire

Plant / Vehicle and Equipment Operations

Hand Tools

Hazardous Substances

Confined Spaces

Electric Tools & Electrical Installation

Electrical cabling

Temporary Works

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

#### 10. ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS

Protection of Public

Not applicable

#### ACTIVITIES REQUIRING PERMITS

<b>Permit to Dig / Permit to Enter Excavations:</b>	Applicable/Not applicable on this project
<b>Permit to Work with Electricity:</b>	Applicable/Not applicable on this project
<b>Confined Space Permit:</b>	Applicable/Not applicable on this project
<b>Hot Works Permit:</b>	Applicable/Not applicable on this project
<b>Permit to work under Power Lines:</b>	Applicable/Not applicable on this project
<b>Blasting:</b>	Applicable/Not applicable on this project
<b>Temporary Works:</b>	Applicable/Not applicable

#### 11. GENERAL ARRANGEMENTS

<b>Restrictions on times:</b>	Monday - Friday 08:00 to 19:00	Saturday 08:00-14:00
<b>Access to site by Construction Vehicles:</b>	Yes, principal contractor to manage	
<b>Access to site by Construction workers &amp; Visitors:</b>	Visitors and personnel to report to site office	
<b>Site camp location and set up:</b>	Restrictions/requirements, storage areas and security to be advised in consultation with principal agent	
<b>Ablution and Welfare:</b>	Site Facilities	
<b>Environmental Conditions:</b>	Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk	
<b>Induction Training:</b>	All workers to receive induction training prior to commencement on site. Special reference to SANParks Health and Safety Policy and Induction Awareness Training and SANParks EMP and Code of Conduct	

**12. PROTECTION OF SITE AGAINST UNAUTHORIZED ACCESS BY PUBLIC**

**Excavation 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.

**13. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

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

<b>Overalls:</b>	Yes No
<b>Safety Harnesses:</b>	Yes No
<b>Hard Hats:</b>	Yes No
<b>Safety Footwear:</b>	Yes No
<b>Reflective Vests:</b>	Yes No
<b>Goggles / Gloves / ear and respiratory protection</b>	As per job function
<b>Specialist equipment:</b>	As per job function

**14. 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  
 Diesel  
 Silicone  
 Other

**BASELINE RISK ASSESMENT****PROJECT: Supply and Deliver Fuel, and Provision of Turnkey Forecourt Solutions In South African National Parks**

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

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

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
<b>General Onsite Activities</b>	A1	Access to Site	Pedestrian & people equipment interaction causing injury	4	2	12	Occupational Health and Safety Act 24(1)	Area to be secured and barricaded / fenced
			Dust Inhalation	3	1	4	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
			Unauthorised entry	3	2	8	Occupational Health and Safety Act 12(2)	Site Visit Register, signage, Permit for vehicle access
			Slip,trip,and fall	3	2	8	Occupational Health and Safety Act 12(1)(b)(c)	Induction Training & PPE
	A2	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
	A3	Machine loading and offloading of heavy machinery & equipment	Failure of machinery causing injury	3	3	13	Driven Machinery 18(1)(a)(b)	Supervision
			Equipment falling	3	3	13	General Machinery Regulations 2(2)	PPE

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Collision of vehicles	3	3	13	General Machinery Regulations 7(a)(b)	Flag men
	A4	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
	A5	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	
	A6	Issue of PPE	Incorrect PPE	4	2	12	General Safety Regulation 2(1)	PPE Register
	A7	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
	A8	Adverse storms	Struck by lightning	2	5	19	Induction Training Safe Operation Procedure	Proper warning system
	A9	Adverse heat	Dehydration, Sunburn, heat stroke	3	4	18	Induction Training Safe Operation Procedure	Proper drinking water, PPE
	A10	Working in excessive winds	Exposure to dust	3	4	18	Hazardous Chemical Substances Regulation (36)(37)(38)	PPE

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
	A10	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
	A11	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
	A12	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
	A13	Emergency Evacuation Plan	Emergency contact numbers are not available	3	4	18	Emergency evacuation plan	Emergency Contact Numbers displayed and readily available
			Confusion of the emergency evacuation plan	3	4	18	Emergency evacuation plan	Proper induction training
	A14	Handling of HBA's	Occupational Diseases Handling( Lack of Training, No PPE)	4	4	21	OHS ACT: HBA Regulations COIDA	Training, Medicals
			Environmental Impact	4	4	21	OHS ACT: HBA Regulations NEMA: Waste Management	Waste management plan

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Transportation and Disposal of HBA	4	4	21	HBA Regulations NEMA: Waste Management	Waste Management Plan
Plant or vehicle & equipment	B1	Construction vehicles	Equipment Failure	4	4	21	Construction Regulation 23(1)(k)	Vehicle check list and regular maintenance
			Unroadworthy vehicles	3	4	18	Construction Regulation 23(2)(i)(j)(k)	Vehicle check list and regular maintenance
			Speeding/ Operation	3	4	18	Construction Regulation 23(2)(l)	Safe traffic route, imply penalties, traffic calming measures
			Potential accident/collision	4	4	21	General Machinery Regulations 7(a)	Induction Training, Reflective vests, safe work area
			Material/equipment fall from vehicle	4	4	21	Construction Regulations 23(1)(b)(g)(h)	Properly secure all goods
			Vehicle/plant not used for correct purpose	3	3	13	Construction Regulations 23(1)(b)(c)	Supervision, controlled access to vehicle/plant
	B2	Licencing of operators	Unauthorized operation of equipment	3	3	13	Construction Regulation 23(1)(d)(i)(ii)	Valid operator, restricted access to machinery, supervision
			Expired licenses	3	1	6	Construction Regulation 23(1)(d)(i)(ii)	Keep OHS file up to date
	B3	Parking of vehicles	Runaway vehicle	3	4	17	Safe Operation Procedures (SOP)	Vehicle check list, use stop block behind tyres
			Parking in unsafe areas	3	1	4	Construction Regulation 23(2)(i)(j)	Demarcate proper parking areas
Transportation	C1	Transportation of employees	Interaction with other vehicle-	4	4	21	Construction Regulation	Supervisor

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls	
				L	C	R			
			collision				23(1)(b)(j)		
			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	

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
	D2	Hand Drills	Clothing being grabbed by rotating drill	3	3	13	Safe Operation procedure, box Talks Electrical Machinery Regulations 10(3)(4)	PPE, Supervision
			Unsecured work piece rotating with drill	3	3	13		PPE, Supervision
			Shaving flying into eyes	3	3	13		PPE, Supervision
			Accidental injury	4	3	17	Electrical Machinery Regulations 10(4)	PPE, Supervision
			Electrocution	3	5	22	Electrical Machinery Regulations 10(1) (a)(b)	Tool inspection register
	D3	Angle Grinder	Cutting disc cracked and breaks	3	3	13	Safe Operation procedure, Toolbox Talks	PPE, Supervision
			Shaving flying into eyes	3	3	13	Electrical Machinery Regulations 10(3)	PPE, Supervision
			Exposure to noise	3	3	13	Noise Induced Hearing Loss Regulations (7)(1)(a)(b)(c)(d)	PPE
			Vibration	2	2	5	Safe Operation procedure, Toolbox Talks	
			Accidental injury	4	3	17	Safe Operation procedure, Toolbox Talks	PPE, Supervision
			Electrocution	3	5	22	Electrical Machinery Regulations 10(1) (a)(b)	Tool inspection register
	D4	Other electrical portable hand tools	Electrocution	3	5	22	Electrical Machinery Regulations 10(1) (a)(b)	Tool inspection register, inspect extension cord
			Exposure to noise	3	3	13	Noise Induced Hearing Loss Regulations (7)(1)(a)(b)(c)(d)	PPE

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			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
			Accidental discharge	3	3	13	Explosive Regulations 15(a)(b)	Safety mechanism working, Store in unloaded condition
<b>Working at Height</b>	E1	Falling objects	Lose objects falling or removed	5	2	10	Construction Regulations 10(2)(a)	Fall Protection Plan Rescue Plan, SOP; PPE Supervision by competent person
	E2	Lose of Hearing due to excessive Noise	Noise emitted from breaking down the partition walls	4	2	8	Noise Induced Hearing Loss Regulations (7)(1)(a)(b)(c)(d)	Training, Supervision PPE
	E3	Nuisance Dust Inhaling ( due to high volume of cement duct, mineral fibres, hardwood dust trapped within the building	Breathing difficulties and Lungs infection	4	1	4	Safe Operation procedure, Toolbox Talks	Dust mask, prescribed respirators
	E4	Poor Lighting and visual	High increase trip & falling result injuries	4	1	4	Safe Operation procedure; Tool box talk	Installation of portable lights Supervision
	E5	General dismantling and stripping objects	Back injuries, muscle strain, inflammation to body parts	4	3	12	Safe Operation procedure, Toolbox Talks	PPE, Manual handling & lifting training required

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
		Structure Collapse	Serious body injuries	4	3	12	Construction Regulation 4(1)(2)(b)(c)	Induction Training, PPE, Supervision Emergency contacts
<b>Temporary Works</b>	F1	Shoring/formwork/ Shuttering	Collapse of equipment	3	3	13	Construction Regulation 12(1)(2)	Built by competent person, PPE
			Injury during assembly/dismantling	3	3	13	Construction Regulations 12(3)(a)	Induction Training, PPE, Supervision
			Failure of equipment	3	3	13		Inspection register
			Collapse/bursting of structure	2	3	9	Construction Regulation 12(3)(c)(f)	Design of structure to be loaded to be approved by competent designer
			Inaccessibility to work area	2	3	9		Adequate safe access provided
			Fall, slip from shoring/formwork	3	3	13	Construction Regulation 10(1)(b);(2)(a)(b)	Fall Protection Plan, PPE, safety nets
			Falling material from height	4	3	17		PPE, safety nets
			Cuts and abrasions from splinters and nails	4	2	12	Construction Regulations 12(2)	PPE
<b>Work in Confined Spaces</b>	G1	Confined Spaces	Lack of oxygen	2	3	9	General Safety Regulations 5(1)	Additional ventilation
			Intoxicating Fumes	2	3	9	General Safety Regulations 5(1)(2)(a)(b)	Respiratory masks
<b>Electrical Works</b>	H1	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	Supervision

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	24(a)(b)(d)(e)	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
	H2	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
			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
	H3	Exposure to mechanical components	Injury from moving parts	3	3	13	Occupational Health and Safety Act 24(1)(a)(c)	Competent technicians Safe Operating Procedures
			Electrocution	3	3	13		
			Explosions	3	3	13		
	H4	Upgrading of External Building Distribution Boards	Injury from moving parts	3	5	22	Occupational Health and Safety Act 24(1)(a)(c)	Competent Technicians Supervision Safe Operating Procedures
	H5	Maintenance and Servicing of Generators	Electrocution Fire and Explosions Injuries	4	4	21	Occupational Health and Safety Act 24(1)(a)(c) Electrical Installations Regulations( OHS Act)	Competent Technicians Safe Operating procedures

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
			Environmental risk resulting from spillages or machine failure				Electrical Machinery Regulations (OHS ACT)	
<b>Major Hazardous Installation</b>	11	Loading and Offloading (Lifting Operations (Off-loading of fuel tanks s with crane trucks and manual handling of heavy equipment))	Load drop, failing of equipment. Fatal injuries, damage to or loss of equipment and materials.	3	5	22	Major Hazardous Installation	Load tests done and valid for all lifting machinery and or lifting equipment. Inspection by competent inspector prior to site mobilization. Pre-start inspections by Crane Operators.
		Incompetent operator or driver	Collisions, Load drop, over toppling of load. Fatal injuries, damage to or loss of material	3	5	22		Ensure Crane operator and rigger competency - certificate available
		Fire	By external source burn down of property, injuries and fatalities	4	4	21		Automated hydrant system , extinguisher or fire extinguisher
		Leakage	Bursting of storage tank, or leakage of liquid from bottom line, or rupture of storage tank.	3	5	22		Fuel monitoring system, and proper operation

**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

**Risk Rating Matrix**

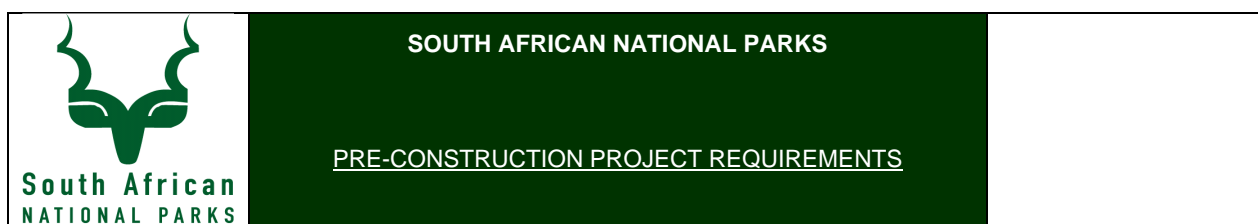
		Likelihood				
		5	4	3	2	1
Consequence	5	25	24	22	19	15
	4	23	21	18	14	10
	3	20	17	13	9	6
	2	16	12	8	5	3
	1	11	7	4	2	1

**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

**BASELINE RISK ASSESSMENT COMMITTEE**

INITIALS	SURNAME	DESIGNATION	CONTACT DETAILS	HIRA TRAINING	SIGNATURE	DATE
T	Mokgesi	OHS Manager	012 423 5086	Yes		07/07/2025
MI	Moagi	Corporate Manager OHS	012 426 5186	Yes		07/07/2025



## Minimum requirements – Health &amp; Safety Management Plan

Item	Element	Requirement	Yes	No	N/A
1	A valid "Letter of Good Standing" Letter of good standing with a compensation commissioner or mutual association (COID)	Provide a valid letter of good standing issued by the compensation commissioner or mutual association.			
2	Is the service provider certified by an appropriately accredited body?	Provide a valid certificate issued by an accredited body.			
3	Health and Safety Management Plan (approved by the service provider's responsible manager)	Provide a documented SHE plan based on the client's specifications.			
		Approval with a signature on every page of this document			
		List of sub-contractors, including estimated number of employees, contact person, and contact numbers.			
4	Risk Assessment addressing all hazards. (Only to be reviewed by client/agent).	Services providers risk assessment method statements, and risk matrix (procedures).			
5	Appointment Letters: to be signed by responsible and appropriate 16(2) appointees i.e. Construction manager; scaffolding supervisor; OHS Reps, etc. (as per the nature of the work and/or the number of workers on site) and Person in charge of SHE management of the work site	Provide copies of legal appointments as well as CV of all legal appointees.			
6	Proof of competency of service provider employees	Competency verification (profile and declaration)			
7	Incident Reporting Procedure: (Blank forms –internal incident report form and occupational diseases WCL1& 2) provision of First Aid box <b>on site</b>	indicate how SHE incidents are dealt with and the documentation supporting the investigations.			
8	Fall Protection Plan (to cover the scope of work)	Assessment and plan to eliminate or mitigate fall risks			
9	Medical Certificates of Fitness - for workers – to be working at heights i.e. ladders, scaffolding drivers transporting hazardous substances etc.	State pre/exit employment surveillance medical facilities to be used (record keeping). Including medical surveillance			
10	SHE organogram	Provide the structure			
11	Proof of induction training conducted by SANParks' OHS Department prior to commencement of the work?	Provide attendance register			

Item	Element	Requirement	Yes	No	N/A
12	<b>Proof of notification to the Department of Employment and Labour</b> prior to commencement of the work on site. (to have a <b>DoEL</b> stamp or proof of submission i.e. email or fax) <b>Notify any nearest DoEL office for an OHS inspector to conduct an inspection on site.</b>	Provide the complete form prior to commencement of work			
13	<b>Contractors must receive a letter of appointment by the CLIENT</b> i.e SANParks as per Construction regulations 5(1) (k) and to sign a 37(2) <b>mandatory agreement before commencement of the work on site</b> -all pages to be signed?	Signed 37.2 on commencement of Project			
14	<b>The “Contractor Permit To Work” (Vetting letter)</b> issued by the OHS office to the contractor prior to work commencement on site				
15	Maintenance and control of equipment. (E.g., cranes, welding, grinding, blasting, pressure vessels).	Indicate how equipment is maintained, inspected and the frequency thereof. (Proof of inspections to be available on request).			
16	Designers and change management (MOC) Projects. (Registers and Logbook).	Registers and logbooks to be available on request. For any design changes.			
17	Site/construction work procedures. (Index).	Provide an index of all SHE procedures to be used.			

## **ANNEXURE E: ENVIRONMENTAL MANAGEMENT PLAN (EMP) CRITERIA IN LINE WITH RELEVANT ENVIRONMENTAL LEGISLATION**

### **Environmental Management Plan**

Fuel stations operating in National Parks may pose a risk to the biodiversity conserved in the National Parks, which is protected and managed in accordance to various legislations such as the National Environmental Management: Protected Areas Act No 57 of 2003, National Environmental Management Act (NEMA), No 107 of 1998 (as amended), National Environmental Management Act: Environmental Impact Assessment Regulations and Listing Notice 1, 2 and 3 of 2014 (as amended), National Water Act, No 36 of 1998. To ensure that the impacts related to the management (including the maintenance, upgrades, operation) of fuel stations in the National Parks managed by SANParks, prospective bidders are requested to submit an Environmental Management Plan to illustrate commitment to ensure impacts are managed, mitigated and/ or prevented.

The aim of the Environmental Management Plan is for bidders to indicate legal compliance with the replacement of existing fuel tanks, including the maintenance and operation of fuel tanks, as well as transportation and delivery of fuel; removal of fuel tanks; and management of any incidents related to the operations.

The EMP to describe commitment to address the impacts related to the upgrade and operation of fuel stations. The EMP to include mitigation measures to address impacts related to the following:

- **Ensuring legal compliance with relevant Environmental Management Legislation with any**
  - prescribed environmental management standards or practices;
  - applicable provisions of the Act regarding closure, where applicable; and
- **Staff (including contractors and subcontractors) understanding responsibilities of EMP.**
  - an environmental awareness plan describing the manner in which the applicant intends to inform his or her employees of any environmental risk which may result from their work; and risks must be dealt with in order to avoid pollution or the degradation of the environment;
- **Prevent and management pollution**
  - avoid, modify, remedy, control or stop any action, activity or process which causes pollution or environmental degradation;
- **Flora and Fauna management**
  - comply with SANParks Policies and Procedures for management of any fauna and flora species on site
  - pest control to be managed in alignment with SANParks policies and procedures for best control
- **Visual impact management**
  - Specify building materials to be used for all structures upgrades, expansion, renovation, maintenance and obtain approval from particular specific SANParks Park;
  - Specify how visual impacts, including lighting, of the development will be minimised,
  - Provide locations of lightning arrestors and how the visual impacts of these will be minimised;
  - Specifically outline how brand signage and colours will be mitigated to complement the environment; and
  - The Private Party undertakes to implement mitigation measures in order to reduce the visual impact in the park, as determined by SANParks.
- **Compliance monitoring with EMP during contract**
  - Operator agrees to cooperate with SANParks during environmental audits. SANParks has compiled an environmental checklist which might be updated from time to time.
  - The audits on compliance of the EMP must be conducted once every 6 months at each fuel station by an independent ECO at the cost of the operator
- **Responsible waste management**
  - The Operator undertakes to manage all waste that is generated in such a way that direct and indirect impacts are kept to a minimum.

- The Operator to prevent waste production at all sources, by striving for the minimization of all waste.

**Other impacts that must be addressed in the EMP includes:**

- Precautions to minimise risk of injury, harm to humans and facilities.
- Preventing and/ or minimising impact on Heritage/archaeological/ palaeontological resources
- Emergency preparedness and procedures
- Safe storage, handling and disposal of hazardous substances
- Prevention, minimisation of soil, surface and groundwater contamination
- Dust management
- Prevention of fires
- Erosion control
- Access management
- Stormwater management

**ANNEXURE F: RAS MATRIX**

<b>BSS OPEX</b>
Staff Related Costs
Utilities and Communications
Repairs and Maintenance retailer/landlord
Other Physical Operations
Insurance and Bank Charges
Professional Fees
Other Cash Costs
Rates and Taxes
Repairs and Maintenance (Oilcos)
Evaporation Allowance
Operational Gains and Losses

<b>BSS CAPEX</b>
Land
Buildings
Fuel Storage Equipment
Fuel Pumping Equipment
Forecourt Equipment
CCTV Equipment
Office Equipment