South African
NATIONAL PARKS

TERMS OF REFERENCE

FOR

SEWER GABION PIPE BRIDGE IN

KAROO NATIONAL PARK

36134/KNP/26-27

REQUEST FOR QUOTATION

You are hereby invited to submit proposal / price quotation for:

Sewer Gabion Pipe Bridge in Karoo National Park

RFQ NUMBER	**36134/KNP/26-27**
ADVERTISEMENT DATE	**27 October 2027**
COMPULSORY SITE INSPECTION AND BRIEFING MEETING	**A compulsory site inspection and briefing session will be held at Karoo National Park, off N1, Beaufort West on 09 November 2026 10:00**
CLOSING DATE	**13 November 2026**
CLOSING TIME	**11:00**
BID DOCUMENT DELIVERY ADDRESS	**karooscmquotations@sanparks.org (Please note that any submissions made to any other email other than the designated email will not be accepted)**
BID VALIDITY PERIOD	**90 days (commencing from the RFQ Closing Date)**
ENQUIRIES	**Email: joep.jacobs@sanparks.org Contact no: 021 741 2561**
OFFERS SUBMITTED	**No alternative offers/ options will be accepted**

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

Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above. Bids received after the time stipulated shall not be considered.

Where applicable, the successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

Bidders are not allowed to contact any other SANParks staff in the context of this RFQ other than the indicated officials under SBD 1 or as indicated above.

NB: **No proposal shall be accepted by SANPARKS if submitted in any manner other than as prescribed above.**

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS					
BID NUMBER:	**36134/KNP/26-27**	CLOSING DATE:	**13 NOVEMBER 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**SEWER GABION PIPE BRIDGE IN KAROO NATIONAL PARK**				

BID RESPONSE DOCUMENTS MAY BE SENT TO THE BELOW EMAIL
karooscmquotations@sanparks.org

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**BANDISIWE MDA**	CONTACT PERSON	**JOEP JACOBS**
TELEPHONE NUMBER	**041 508 5406**	TELEPHONE NUMBER	**021 741 2561**
E-MAIL ADDRESS	**karooscmquotations@sanparks.org**	E-MAIL ADDRESS	**joep.jacobs@sanparks.org**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [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

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

1. PURPOSE

The purpose of these terms of reference (TOR) is to invite bidders to submit quotations for remedial sewer works including a gabion pipe bridge in the Karoo National Park. The works is on 3 sections of existing sewer network.

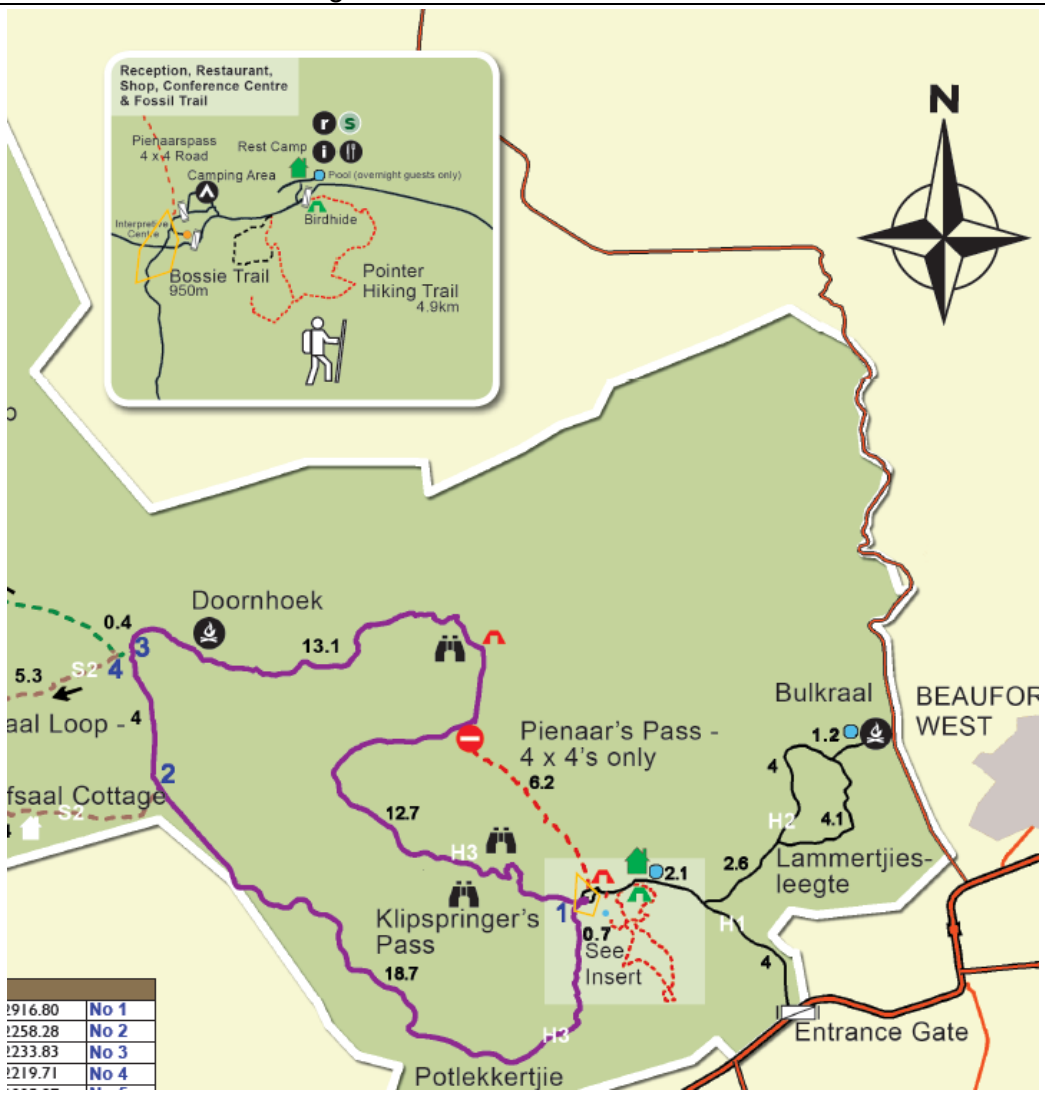
2. BACKGROUND

South African National Parks (SANParks) is a public entity functioning under National Environmental Management: Protected Areas Act 57 of 2003 (Act 57 of 2003); 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: public entity.

The primary mandate of SANParks is to expand, protect, conserve, and control the system of national parks, terrestrial and marine, that it is assigned to manage. SANParks currently manages over 4 million hectares of terrestrial and 369 657 ha marine protected biodiversity through a system of 21 National Parks and 10 Marine Protected Areas: (MPAs), representing approximately 67% of state owned terrestrial protected areas and 22% of State Managed MPAs. This places SANParks in an ideal position to not only meaningfully contribute to the protection and sustainable use of the megadiverse biodiversity of South Africa, but also to be a key player in building climate resilience through ecosystem-based mitigation and adaptation.

3. SCOPE OF WORK

Work will be executed in the following area within the Karoo NP.



Site of work within the Karoo National Park (yellow marking).

The following work is envisaged on the project;

The work is for the replacement of 3 sections of sewer network with galvanized 160mm pipe. Two of the sections will be in a watercourse.

- Site establishment.
- Dealing with water in watercourse
- Gabion box and Reno mattress installation.
- Supply and install 3 sections of 160mm galvanized pipe
- Connecting to existing sewer manholes.
- Site Clean-up.

Please note that the works is not limited to the above and is listed on a detailed bill of quantities – all items in the BoQ is re-measurable.

The bill of quantities and related specifications provides more detailed to the above brief outline of the scope of works.

The above description is not necessarily complete and should not limit the work to be carried out.

DRAWINGS

The following drawing forms part of the RfQ

- 625565_101_Pipe Bridge Layout, Sections & Typical Details Rev A

4. SPECIFICATIONS

The Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition) as prepared by the Committee of Land Transport Officials (COLTO) and SANS 1200 are applicable to this Contract. It shall however be noted that reference is made in certain of the specifications to other standardised specifications which may or may not be included in this document. Where such specifications are not included, they shall however be deemed to be included in the Contract documents.

SECTION 1)

1300 THE CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

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

(I) Complying with OHS Act and SANParks EMP requirements.

(II) Setting up and maintaining his organization, personnel, camps, accommodation, ablution and other facilities, offices, stores, workshops, other temporary structures, fencing, testing facilities and construction plant on the site and their removal on completion of the contract.

(III) Complying with the requirements of the general conditions of contract including the effecting of insurances.

(IV) All general site and Office overheads, profit, financing costs, risks, legal and contractual responsibilities and other costs and obligations of a preliminary or general nature which are not specifically measured for payment under any other items of payment.

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

5204 GABIONS

5204 Constructing Gabions – Rock fill from commercial

(a) Preparing the foundation and surface

The surface on which the gabion cages are to be laid prior to their being filled with rock shall be levelled to the depth shown on the drawings or as directed by the engineer so as to present an even surface. If necessary, cavities between rock protrusions shall be filled with material similar to that specified in subclause 5202(a). Where required, a foundation trench along the toe of the revetment or wall shall be excavated to the dimensions shown on the drawings or indicated by the engineer.

(b) Filter fabric

One layer of grade 3 filter fabric shall be placed where indicated on the drawings or ordered by the engineer. The material shall be placed, in accordance with the instructions, in strips with a minimum overlap of 300 mm at the joints, and shall be properly fastened to prevent any movement or slipping while the gabions are being placed.

(c) Assembly

The methods of constructing, stretching, placing in position, wiring and filling the gabions with rock shall generally be in accordance with the manufacturer's instructions subject to the approval of the engineer, but nevertheless sufficient connecting wires shall be tensioned between the vertical sides of all the outer visible cells to prevent the deformation of boxes as they are being filled with stone.

It is essential that the corners of gabion cages be securely wired together to provide a uniform surface and ensure that the structure does not resemble a series of blocks or panels. The layout and the tolerances for the layout of the boxes shall be as shown on the drawings or as instructed by the engineer.

(d) Rock tilling

(i) Boxes in retaining walls

Particular care shall be taken in packing the visible faces of gabion boxes, where only selected stone of the specified size shall be used so as to obtain an even-faced finish. The boxes shall be filled in layers to prevent deformation and bulging. Boxes shall be filled to just below the level of the wire braces, after which the braces shall be twisted to provide tension. Care must be taken to ensure that consecutive layers of cages are filled evenly to a level surface ready to receive the next course.

5205 Measurement And Payment

The tendered rates shall include full compensation for supplying all the materials, including rock fill, wire-mesh cages, galvanizing, PVC-coating, tying and connecting wires, loading, transporting and off-loading, the assembling and filling of the cages, and any other work necessary for constructing the gabions.

Galvanized Steel Pipe

A 150mm nominal bore (approx. 165mm outer diameter) galvanized steel pipe manufactured to **SANS 62** has a standard outside diameter of 165.1 mm and a wall thickness of 4.3 mm (Medium class).

Dimensions & Weight (SANS 62, 150mm / 6" Size)

- **Nominal Bore (NB):** 150 mm (6 inches)
- **Outside Diameter (OD):** 165.1 mm
- **Medium Class Wall Thickness:** 4.3 mm
- **Medium Class Mass (Uncoated):** 17.11 kg/m *(add ~5.75% for galvanized weight)*

5. SPECIAL CONDITIONS

- Road material must be tested and approved for construction commence,
- Duration of the Contract is 3 Months,
- Accommodation will not be provided inside the park,

- All completed work must be inspected and signed off by both parties,
- General Cleaning after completion of the work, and
- The contractor must comply with the organizational environmental regulations.
- Road material must be tested and approved for construction commencement,
- Water for construction will be available at Park's Personnel Accommodation.
- The service provider may not assign or subcontract any part of the order without the written consent of SANParks.

6. COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents) - RETURNABLES

SANParks has set out the minimum administrative criteria that must be met by a bidder. The below administrative documents must be completed and signed by the authorized representative of a bidder. If a bidder fails to fully comply with the criteria, SANParks reserves the right at its sole discretion to allow such bidder an opportunity to submit and/or supplement the information and/or documentation submitted within a grace period of (seven) 7 calendar days prior to disqualifying the bidder.

SANParks will disqualify (where non-submission is indicated below to result in disqualification) a bidder who does not achieve full compliance with the criteria within the seven (7) calendar days grace period

Documents	Instruction	Will non-submission result in disqualification?
Submission of fully completed SBD1 (Invitation to Bid),	Bidders to complete and sign	Yes
Submission of the pricing schedule in the RFQ document	Bidders to submit a completed pricing schedule	Yes
Submission of fully completed SBD 4 (Declaration of Interest),	Bidders to complete and sign	Yes
Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by an original or certified B-BBEE Status Level Verification Certificate or B-BBEE Sworn Affidavit.	Bidders to complete and sign	No
Proof of registration with National Treasury Central Supplier Database (CSD).	Bidders must be registered on CSD prior to submitting quotation. Bidders are required	No.

	to submit proof of such registration	A bidder must be registered on CSD to be eligible for award.

7. CENTRAL SUPPLIER DATABASE INFORMATION

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).

8. EVALUATION PHASE: MANDATORY REQUIREMENTS

Bidders who fail to comply with the below requirements **WILL** be eliminated and not progress to the next phase of evaluation. Bidders who comply with the below will progress to the next phase of Price and Preference Evaluation.

Description of requirement	**Indicate COMPLY/NOT COMPLY**	**Comment or reference to proposal**
GENERAL		
Compulsory Enterprise Questionnaire		
A Valid Letter of Good Standing (COIDA)		
Only tenderers with a valid CIDB Grading of 2 CE or higher are eligible to apply. Proof of CIDB registration must be submitted		
Committee of Land Transport Officials (COLTO)		
Construction regulations		
Occupational Health & Safety, Base Line Risk Assessment (Annexure A)		
Environmental Management Plan (Annexure B)		
Code of Conduct for Working in a National Park (Annexure C)		

9. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section

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

1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD Number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD 1 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

i) Authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that it is in order.

ii) Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Name	Position	Signed

Enterprise name	Date

10. PRICING

NB: No alternative offers/ options will be accepted

- The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items.
- The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- Items are based on The Standard Specifications for Road and Bridge Works for State Road Authorities prepared by the Committee of Land Transport Officials (COLTO) South Africa (1988).
- All item quantities are re-measurable.

		Sewer pipe replacement				
ITEM No.	**PAY REF**	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
		SECTION 1				
1	1300	**CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**				
1.1		The Contractor's general obligations:				
1.1.1		(a) Fixed obligations	lump sum	1		
1.2		**HEALTH AND SAFETY REQUIREMENTS**				
1.2.1		The Contractor's obligations in respect of Health and Safety	lump sum	1		
1.3		**Contingencies**				
		As per instruction from Engineer	Sum	1	R 40,000.00	R 40,000.00
					TOTAL SECTION 1	

	Karoo National: Park Sewer Gabion Pipe Bridge					
	SANS 1200	**SECTION 2: Pipe Crossing - Gabion and Reno Baskets**				
2	D	**SITE CLEARANCE**				
2.1		**Dealing with water in river**				
2.1.1		Create an embankment with excavated material with the purpose of diverting the stream	m³	50.0		
	D & DA	**EARTHWORKS**				
2.2		**Excavation**				
2.2.1	5.2	Restricted excavation for reno matrasses and gabions	m^3	120.0		
2.2.2	5.7	Compact insitu material 150mm deep to 98% MOD AASHTO	m^3	91.0		
2.2.3	8.3	Removal of rubble and excavated spoil from site	m³	26.0		
2.3	DK	**Gabions**				
		All rock fill done with commercial sourced rock material - no material may be collected within the Park boundaries.				
2.3.1	8.2.4	Supply and place approved non-woven geotextile filter fabric behind gabions , including overlaps, cutting, waste, fixing, protection, securing in position and all incidental work necessary to complete the installation in accordance with the drawings and specifications.	m²	245.0		
2.3.2	8.2.2	Supply, deliver, assemble and place gabion baskets complete with galvanised (or PVC-coated where specified) wire mesh cages, diaphragms, lacing wire, connecting wire and approved stone filling, including loading, transport, off-loading, erection, filling, shaping and all incidental work necessary to complete the structure in accordance with the drawings and specifications and confirmed of site: **2,0m x 1,0m x 1,0m with 80mm x 100mm mesh and diaphragms at 1,0 m centres and 2.7 mm dia. Galvanised and PVC coated mesh wire**	m^3	60.0		
2.4	DK	**Reno Mats**				
2.4.1	8.2.4	Supply and place approved non-woven geotextile filter fabric behind reno mattresses, including overlaps, cutting, waste, fixing, protection, securing in position and all incidental work necessary to complete the installation in accordance with the drawings and specifications.	m²	540.0		
2.4.2	8.2.2	Supply, deliver, assemble and place reno mattresses complete with galvanised (or PVC-coated where specified) wire mesh cages, diaphragms, lacing wire, connecting wire and approved stone filling, including loading, transport, off-loading, erection, filling, shaping and all incidental work necessary to complete the structure in accordance with the drawings and specifications and confirm on site: **6,0m x 2,0m x 0.3m with 80mm x 100mm mesh and diaphragms at 1,0 m centres and 2.7 mm dia. Galvanised and PVC coated mesh wire**	m^3	90.0		
2.5	G	**Concrete Topping**				
2.5.1	5.1	Class 25/19 (or specified strength) mass concrete cast in situ in concrete topping to gabion support structure complete with formwork of narrow widths up to 300mm wide to form concrete capping on exposed surfaces of gabions.	m^3	1.00		
					TOTAL SECTION 2	

3		**SECTION 3:Replacing Sewer pipe line**				
		Dealing with sewage whiles installing new sewer pipe li	Sum	1.0		
3.1		**160mm Hot Dip Galv Steelpipe @ Gabion Bridge 1st river crossing**				
3.1.1		6 meter Lenths flanges, bolts and nuts included. Plain ended on both sides.	m	18.0		
3.1.2		Connect to existing manhole				
		Makegood connection between plain ended calv pipe and manhole	No	2.0		
3.1.3		**Pipe Brackets**				
3.1.3.1		Fabricate and install galvanized pipe support bracket assembly complete with threaded rods, bolts, nuts, washers and pipe clamp as shown on Detail 1.	No	3.0		
3.2		**160mm Hot Dip Galv Steelpipe @ 2nd river crossing**				
3.2.1		6 meter Lenths flanges, bolts and nuts included. Plain ended on both sides.	m	18.0		
3.2.2		Connect to existing manhole				
		Makegood connection between plain ended calv pipe and manhole	No	2.0		
		Mass concrete 25Mpa	m³	8.0		
3.3		**160mm Hot Dip Galv Steelpipe @ Gabion Bridge 1st river crossing**				
3.3.1		6 meter Lenths flanges, bolts and nuts included. Plain ended on both sides.	m	18.0		
3.3.2		Connect to existing manhole				
		Makegood connection between plain ended calv pipe and manhole	No	2.0		
					TOTAL SECTION 3	

TOTAL SECTION 1	
TOTAL SECTION 2	
TOTAL SECTION 3	
Sub Total	
VAT @15%	
GRAND TOTAL	

Signed by bidder

11. 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.

12. TIMELINES

The bidder is expected to start the service immediately after PO is issued.

13. FINANCIAL PAYMENT

Payment will be effected in accordance with the PFMA (within 30 days of receipt of invoice) after delivery of goods.

14. FINAL AWARD

SANParks recommends the bidder who has quoted on all the items as required in terms of the RFQ for the contract award subject to the bidder having supplied the relevant administrative documentation and complied in all aspects with the terms and conditions and requirements of the RFQ.

DECLARATION OF INTEREST (SBD 4)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……
……
……

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation	Name of bidder

SBD 6.1

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

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

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

---

1 GENERAL CONDITIONS

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

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

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.

(b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2 DEFINITIONS

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

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

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid 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).

2.1 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

3 POINTS AWARDED FOR SPECIFIC GOALS

3.1 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:

3.2 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	Source Documents to be used for Evaluation. (To qualify for the points, bidders must provide the below proof)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local suppliers adjacent to Karoo National Park	• Municipal rates bill in the name of the bidder company or name of directors of the company (not older than 3 months); or • Local municipality confirming business address (not older than 3 months); or, • Signed and valid Lease agreement (Submit proof of latest rental payment - not older than three months (bank proof, EFT slips or receipts that match the landlords' details on the lease agreement) • Proof of company ownership (e.g.CIPC) with a local address • NB. The municipality rates bill provided must be where the business operates	**Total points: 10** Entities Within the Beaufort West Municipality**= 10 points** Entities outside Beaufort West but within the Central Karoo District Municipality**= 7 Points** Entities Within the Eden Municipality**= 5 points** Entities Within the Western Cape **= 3 points** Entities outside Western Cape **= 0 points**	**(number only)** CLAIM POINTS IF YOU QUALIFY

EME/ QSE	• Valid BBBEE certificate issued by SANAS accredited verification Agency • Affidavit (CIPC, DTIC Sworn affidavit)	**Total points: 10** EME/ QSE: 10 GEN: 5	

4 DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm…….

4.2. Company registration number: ……...

4.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.4. 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 3.2, **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 forward the matter for criminal prosecution, if deemed necessary.
(e) forward the matter for criminal prosecution, if deemed necessary

……..

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……..

DATE: ……

ADDRESS: ……

……

……

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 handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. "**Local content**" means that portion of the bidding price, which is not included in the imported

	content if local manufacture does take place. 1.18. "**Manufacture**" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities. 1.19. "**Order**" means an official written order issued for the supply of goods or works or the rendering of a service. 1.20. "**Project site**", where applicable, means the place indicated in bidding documents. 1.21. "**Purchaser**" means the organization purchasing the goods. 1.22. "**Republic**" means the Republic of South Africa. 1.23. "**SCC**" means the Special Conditions of Contract. 1.24. "**Services**" 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. 1.25. "**Written**" or "**in writing**" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	2. **Application**
	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. 2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works. 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	3. **General**
	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. 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 www.treasury.gov.za
GCC4	4. **Standards**
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	5. **Use of contract documents and information**
	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. 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. 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. 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, if so required by the purchaser.

GCC6	6. **Patent rights**
	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	7. **Performance security**
	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. 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. 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: 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 7.3.2. a cashier's or certified cheque 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.
GCC8	8. **Inspections, tests and analyses**
	8.1. All pre-bidding testing will be for the account of the bidder. 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. 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. 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. 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. 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. 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. 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.
GCC9	9. **Packing**
	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. 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.
GCC10	10. **Delivery and Documentation**
	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. 10.2. Documents submitted by the supplier are specified in SCC.
GCC11	11. **Insurance**
	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.
GCC12	12. **Transportation**
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. **Incidental services**
1	13.2. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.2.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.2.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.2.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 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 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. 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.
GCC14	14. **Spare parts**
	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: 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 14.1.2. In the event of termination of production of the spare parts: 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 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.

GCC15	15. **Warranty**
	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. 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. 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 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. 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.
GCC16	16. **Payment**
	16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 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. 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. 16.4. Payment will be made in Rand unless otherwise stipulated in SCC
GCC17	17. **Prices**
	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.
GCC18	18. **Contract amendment**
	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.
GCC19	19. **Assignment**
	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.
GCC20	20. **Subcontract**
	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

GCC21	21. **Delays in supplier's performance**
	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. 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. 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. 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. 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. 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.
GCC22	22. **Penalties**
	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.
GCC23	23. **Termination for default**
	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: 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; 23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or 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. 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 performance of the contract to the extent not terminated. 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. 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. 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. 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: 23.6.1. The name and address of the supplier and / or person restricted by the purchaser; 23.6.2. The date of commencement of the restriction 23.6.3. The period of restriction; and 23.6.4. The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 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.
GCC24	24. **Anti-dumping and countervailing duties and rights**
	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
GCC25	25. **Force Majeure**
	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. 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.
GCC26	26. **Termination for insolvency**
	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.

GCC27	27. **Settlement of disputes**
	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. 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. 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. 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5. Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2. The purchaser shall pay the supplier any monies due the supplier.
GCC28	28. **Limitation of liability**
	28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 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 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.
GCC29	29. **Governing language**
	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.
GCC30	30. **Applicable law**
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	31. **Notices**
	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 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
GCC32	32. **Taxes and duties**

	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. 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. 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
GCC33	33. **National Industrial Participation Programme**
	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.
GCC34	34. **Prohibition of restrictive practices**
	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). 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. 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.

Annexure A

HEALTH & SAFETY SPECIFICATION

South African
NATIONAL PARKS

HEALTH & SAFETY

SPECIFICATIONS

FOR

Gabion Sewer Pipe Bridge Karoo National Park
KrNP September 2026

Date: September 2026
Contact person: Joep Jacobs

Address: PO Box 787
Pretoria, 0001
Tel No: (012) 426 5199
Email Fax: 086 695 9139
Email:joep.jacobs@sanparks.org

CONTENTS

1. PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION
2. IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION
3. APPLICATION AND INTERPRETATION
4. DEFINITIONS
5. GENERAL REQUIREMENTS

- 5.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014
- 5.2 Management and Supervision of Construction Work
- 5.3 Notification of Intention to Commence Construction Work
- 5.4 Construction Work Permit
- 5.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site
- 5.6 Competency for Contractor's Responsible Persons
- 5.7 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)
- 5.8 Occupational Health and Safety Policy
- 5.9 Health and Safety Organogram
- 5.10 Risk Assessments
- 5.11 Safe Work Procedures
- 5.12 Health and Safety Representative(s)
- 5.13 Health and Safety Committee
- 5.14 Medical Certificate of Fitness
- 5.15 Health and Safety Training
  - 5.15.1 Induction
  - 5.15.2 Awareness
- 5.16 Competency
- 5.17 General Record Keeping
- 5.18 General Inspection, Monitoring and Reporting
- 5.19 Emergency Procedures
- 5.20 First Aid Box and First Aid Equipment
- 5.21 Accident / Incident Reporting and Investigation
- 5.22 Hazards and Potential Situations
- 5.23 Occupational Health and Safety Signage
- 5.24 Management Of Contractors by Principal Contractor
- 5.25 Stacking of Materials
- 5.26 Housekeeping and General Safeguarding on Construction Sites
- 5.27 Construction Vehicles and Mobile Plant
- 5.28 Electrical Installations and Machinery on Construction Sites
- 5.29 Use and Temporary Storage of Flammable Liquids on Construction Sites
- 5.30 Water environments
- 5.31 Fire precautions on Construction Sites
- 5.32 Construction Employees' Facilities
- 5.33 Fall protection
- 5.34 Temporary works
- 5.35 Excavation
- 5.36 Demolition Work

- 5.37 Tunneling
- 5.38 Scaffolding
- 5.39 Bulk mixing plant
- 5.40 Rope Access Work
- 5.41 Hazardous Chemical Substances (HCS)
- 5.42 Hazardous Biological Substances (HBS)
- 5.43 Noise Induced Hearing Loss
- 5.44 Explosives and Blasting
- 5.45 Personal Protective Equipment (PPE)
- 5.46 Asbestos
- 5.47 Lead
- 5.48 Pressure Vessels (Including Gas Bottles)
- 5.49 Fire Extinguishers and Fire Fighting Equipment
- 5.50 Lifting Machinery and Tackle
- 5.51 Ladders and Ladder work
- 5.52 General Machinery
- 5.53 Portable Electrical Tools
- 5.54 High Voltage Electrical Equipment
- 5.55 Public Health and Safety
- 5.56 Night Work
- 5.57 Lighting
- 5.58 Environmental Conditions and Flora and Fauna
- 5.59 Occupational Health
- 5.60 Suspended Platforms
- 5.61 Material Hoists
- 5.62 Explosive Actuated Fastening Device

6. TRAINING, INSPECTIONS & RECORDS
- Additional Requirements
- Annexure A: Task Completion Form
- Annexure B: Contractors Responsible Persons

7. PROJECT DETAILS
- Project Directory
- Project Details
- Existing Environment
- Project Health and Safety Requirements
- Activities requiring approved Method Statements
- Activities requiring Permits
- General Arrangements
- Protection of sit against Unauthorized access by public
- Personal Protective Equipment
- Hazardous Substance

8. COVID 19 REGULATIONS

1. BASELINE RISK ASSESMENT

10. HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT

1. PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

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

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

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

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

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

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

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

2. IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

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

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

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

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

3. APPLICATION AND INTERPRETATION

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

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

4. DEFINITIONS

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

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

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

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

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

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

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

the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;
"construction site" means a work place where construction work is being performed;

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

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

"construction work" means any work in connection with-

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

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

"contractor" means an employer who performs construction work;

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

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

"designer" means a competent person who-

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

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

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

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

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

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

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

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

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

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

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

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;
"medical certificate of fitness" means a certificate contemplated in regulation 7(8);

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

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

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

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

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

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

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

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

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

"structure" means-

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

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

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

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

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

5. GENERAL REQUIREMENTS

5.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

- provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
    - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
    - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
    - ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
    - ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
    - appoint each contractor in writing for the part of the project on the construction site
    - take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
    - ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
    - stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the client or the client's agent;
- hand over a consolidated health and safety file to the client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

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).

5.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

5.3 Notification of Intention to Commence Construction Work

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

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

If the construction work involves construction of a single storey dwelling for a client, and such client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

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

5.4 Construction Work Permit

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

- Exceeds 180 days

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

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

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

5.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).

5.6 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

5.7 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

5.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the operations.

5.9 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated, when there is a change in the site team.

5.10 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the client, client's agent, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved

In general the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;

- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors and subcontractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

5.11 Safe Work Procedures

Safe Work Procedures are to form part of the H&S Plan and **must be compiled for all the identified activities.** The safe work procedures must address the following elements:

- The work method to be followed to conduct work safely
- Mitigation of identified risks
- Reducing and controlling risks and hazards that have been identified
- Responsibilities of competent persons
- Required personal protective equipment
- Correct equipment/tools/machinery to be used
- Reference to relevant registers to be completed
- Reference to applicable risk assessment

5.12 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. He / she shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents and non-conformances.

5.13 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

5.14 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

5.15 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

5.15.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

5.15.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health a safety file as evidence of training

5.16 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.

5.17 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

5.18 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by **Annexure C** in this Health and Safety Specification, as well as by health and safety legislation.

5.19 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service deliver protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24

hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel.

5.20 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

First Aid box/es must be adequately stocked at all time, accessible and be controlled by a qualified First Aider. If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

5.21 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

5.22 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

5.23 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 db; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage.

5.24 Management Of Contractors by Principal Contractor

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

5.25 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

5.26 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger of possibility of persons being struck by falling objects.

5.27 Construction Vehicles and Mobile Plant

A contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
- has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
- has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;

- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm; and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

5.28 Electrical Installations and Machinery on Construction Sites

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

5.29 Use and Temporary Storage of Flammable Liquids on Construction Sites

A contactor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids

5.30 Water environments

Not applicable on this project..

5.31 Fire precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
    - only suitably protected electrical installations and equipment, including portable lights, are used;
    - there are no flames or similar means of ignition;
    - there are conspicuous notices prohibiting smoking;
    - oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
    - adequate ventilation is provided;

- combustible materials do not accumulate on the construction site;
- welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;

- a sufficient number of workers are trained in the use of fire- extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all -
    - persons to be evacuated speedily without panic;
    - persons to be accounted for; and
    - plant and processes to be shut down; and
    - a siren is installed and sounded in the event of a fire.

5.32 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- changing facilities for each sex;
- and sheltered eating area.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

5.33 Fall protection

The Contractor must:

- designate a competent person to be responsible for the preparation of a fall protection plan
- ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated above must include-

- a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- a programme for the training of employees working from a fall risk position and the records thereof;
- the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

5.34 Temporary works

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee;
- all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to-
- secure any deck panels against displacement; and
- prevent any person from slipping on temporary works due to the application of release agents;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.

- provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- a temporary works drawing or any other relevant document includes construction sequences and methods statement;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

5.35 Excavation

A contractor must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- Evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
- the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
- such an excavation is in stable material: Provided that-
- permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
- where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
- must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
    - must ensure that every excavation, including all bracing and shoring, is inspected-
    - daily, prior to the commencement of each shift;
    - after every blasting operation;
    - after an unexpected fall of ground;
    - after damage to supports; and
    - after rain,

by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee;

- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
    - adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
    - provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
- must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation; and
- must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

5.36 Demolition Work

Not applicable on this project..

5.37 Tunneling

Not applicable on this project.

5.38 Scaffolding

A contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

5.39 Bulk mixing plant

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is –

- aware of all the dangers involved in the operation thereof; and
- conversant with the precautionary measures to be taken in the interest of health and safety.

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.

A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person.

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

5.40 Rope Access Work

Not applicable on this project.

5.41 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS's are being/going to be controlled by referring to:
    - Limiting the amount of HCS
    - Limiting the number of employees
    - Limiting the period of exposure
    - Substituting the HCS
    - Using engineering controls
    - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

5.42 Hazardous Biological Substances (HBS)

Because of the possible exposure of workers to raw sewage the H&S Plan shall include details of the following:

- The conducting of Risk Assessment specifically aimed at exposure to HBA which shall include the following
    - Nature and dose of HBA
    - Where HBA may be present and in what physical form
    - The nature of work or process
    - Steps in the event of failure of control measures
    - The effect of the HBA
    - The period of exposure
    - Control measures to be implemented

- Monitoring of exposure of workers shall be conducted to establish whether any worker is infected with an HBA associated with working or being exposed to raw sewage, in terms of the following:
    - By an occupational medical practitioner
    - Before entering the site to establish the workers baseline
    - During the period of the contract the risk assessment indicate possible exposure
    - After completion of the contract
- Medical surveillance should such be required after the above-mentioned by an occupational health practitioner.
- Indication on how all records of assessment, monitoring, etc will be kept, taking into account that records have to be kept for a period of 40 years.
- How exposure to HBA is to be controlled
- The provision of personal protective equipment
- What information and training is to be provided to employees regarding the following:
    - The contents of these regulations
    - Potential risks to health
    - Control measures to be implemented
    - The correct use and maintenance of personal protective equipment
    - The results of the risk assessment.

5.43 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
    - Engineering methods considered

- Admin control (number of employees exposed) considered
- Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

5.44 Explosives and Blasting

Not applicable on this project.

5.45 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

5.46 Asbestos

Not applicable on this project.

Should asbestos be identified as a hazard whilst work is carried out, the following must be included in the health and safety plan:

- Notification to the Provincial Director in writing, prior to commencement of asbestos work.
- Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.
- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records itself since these areas of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.
- Proof that asbestos demolition (if applicable) is going to be done by a registered asbestos contractor and provide proof that a plan of work for such demolition is submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.
- Provide proof that the plan of work was approved by the asbestos AIA and submitted to the provincial director 14 days prior to commencement of demolition work together with the approved standardised procedures for demolition work

5.47 Lead

Not applicable on this project.

Should lead be identified as a hazard whilst work is carried out, the following must be included in the health and safety plan:

- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the lead at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records since these are of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.

5.48 Pressure Vessels (Including Gas Bottles)

Not applicable on this project.

5.49 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

5.50 Lifting Machinery and Tackle

Not applicable on this project.

5.51 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

5.52 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

5.53 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.
The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

5.54 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

5.55 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from on site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

5.56 Night Work

Not applicable on this project.

5.57 Lighting

Where poor or lack of illumination is identified as a hazard the lighting regulations must be complied with and the following must be included in the H&S Plan:

- How lighting will be ensured/ provided where daylight is not sufficient and /or after hours are worked.
- Planned maintenance programme for replacing luminaries.
- Proof of illumination levels of artificial illumination equipment.

5.58 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.

5.59 Occupational Health

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

5.60 Suspended Platforms

Not applicable on this project.

5.61 Material Hoists

Not applicable on this project.

5.62 Explosive Actuated Fastening Device

Not applicable on this project

6. TRAINING, INSPECTIONS AND RECORDS

The Contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least fortnightly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by employer
Health and Safety Reports	Monthly	Report covering: a) Incidents / Accidents and investigation b) Non conformance c) Health and Safety Training d) HIRA Updates e) Internal & External Audits
General Inspections	As per Health and Safety Specifications & OHSA	Report of Health and Safety Specifications and OHSA compliance: a) Scaffolding b) Lifting Machinery c) Excavations d) Construction vehicle
General Inspections	Monthly	Covering: a) Fire Fighting Equipment b) Portable Electrical Equipment c) Hand Tools d) Ladders
Record Keeping	On-going	Covering: a) General Complaints b) Fines c) General Incidents d) MSDS e) Surveillance Medicals f) Inspection Registers g) Department of Labour Notices

ANNEXURE A

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

Item No.	Health and Safety Specification Requirement	OHSA Requirement	Submission date
1	Notification of Intention to Commence Construction	Construction Regulation 2014	At least 7 days before commencement on site
2	Construction Work Permit	Construction Regulation 2014	At least 30 days prior to project commencement
3	Assignment of Responsible Person to Manage Building Work Via Health and Safety Organogram	Construction Regulation 2014	Before commencement on site
4	Competency for Health and Safety Positions	Client / Client Agent requirement	Before commencement on site
5	Letter of Good Standing	Compensation of Occupational Injuries & Disease Act (COIDA) 130 of 1993	Before commencement on site
6	Occupational Health and Safety Policy	Client / Client Agent requirement	Before commencement on site
7	Risk Assessment, Safety Plan, Fall Protection Plan, Demolition Method Statement	Client / Client Agent requirement	Before commencement on site

ANNEXURE B: APPOINTMENTS

The Contractor shall make the following appointments:

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

7. PROJECT DETAILS

PROJECT DIRECTORY:		
Client	**The Park manager Karoo National Park** **PO Box 316** **Beaufort West** **6970** Contact: Ms Bulelwa Msengi	Tel: 023 415 2828 email: bulelwa.Msengi@sanparks.org
Client Agent	**Manager Road Infrastructure, SANParks** **P O Box 318** **Soneike** **7583**	Tel: 083 232 9174 Email: joep.jacobs@sanparks.org

PROJECT DETAILS:
Description of Works The contract is for the replacement of 3 section of sewer pipe line. Contract Title: Gravel road maintenance Karoo National Park
Anticipated Construction Duration 2 Months
Provisional Start Date October 2026
Completion Date December 2026

EXISTING ENVIRONMENT:
Hazards particular to this project by virtue of location: **Wild Animals:** The site is located in the Karoo National Park. A lookout is going to be required to protect the workers. There are lions, baboons and snakes roaming the area and the principal Contractor will have to ensure that they or the workers do not get killed or hurt during the construction phase. The park will supply field rangers to assist but the main contractor must ensure that there is always a vehicle at the construction area. **Members of public and children:** All necessary steps to be taken to protect them from any dangers associated with the construction works being undertaken. **Public Roads:** Use of roads network to be carefully planned to accommodate public, tenants and traffic
Overhead, Above Ground and Underground Services crossing the site: **Overhead:** Not Applicable **Underground:** Applicable **Ground Level:** Not Applicable **Services Drawings available** Not Applicable **Way leaves required:** Not Applicable **Permits required:** Applicable **Isolation required:** Not Applicable
Existing structures and surrounding land use (with a significant impact on Health and Safety): Not Applicable
Existing ground conditions and ground survey report: There is no Geo Tech report available.
Existing Traffic Systems: **Conditions:** Asphalt Roads **Restrictions to access:** Applicable **Speed restrictions:** Normal road restrictions: 40km/h

PROJECT HEALTH AND SAFETY REQUIREMENTS:
Significant health and safety hazards identified by Designer and Client Agent: **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. Access to the park will only be grated through the Main Gate. **Members of the Public:** The works is in a very busy area. The Principal Contractor is responsible for the safety of the workers as well as the public. The Principal Contractor will have to have sufficient warning & information signage to assist with the information to the public. The Principal Contractor will be responsible to have sufficient directional signage and to have proper road traffic management in place. **Wild animals**: There are baboons and snakes roaming the area and the principal Contractor will have to ensure that they or the workers do not get killed or hurt during the construction phase. **Normal construction hazards expected are as follow:** Compacting and filling / Compactors Operations Excavations Hand Tools Members of public Plant / Vehicle and Equipment Operations Road Construction Site Establishment Snakes Temporary Works Traffic Management Transportation of workers **NOTE: Please refer to the end of this Health and Safety Specification for the baseline risk assessment of these risks.**

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS
Road Traffic Management Protection of Public

ACTIVITIES REQUIRING PERMITS	
Permit to Dig / Permit to Enter Excavations:	Not applicable on this project
Permit to Work with Electricity:	Not applicable on this project
Confined Space Permit:	Not applicable on this project
Hot Works Permit:	Not applicable on this project
Permit to work under Power Lines:	Not applicable on this project
Blasting:	Not applicable on this project
Temporary Works:	Yes - Authorization in writing by competent person

GENERAL ARRANGEMENTS		
Restrictions on times:	Monday - Friday 07:00 to 17:00	Saturday 07:00-13:00
Access to site by Construction Vehicles:	Yes, principal contractor to manage. Access to the park will only be grated through the Main Gate.	

Access to site by Construction workers & Visitors:	Visitors and personnel to report to site office
Site camp location and set up:	Restrictions/requirements, storage areas and security to be advised in consultation with principal agent
Ablution and Welfare:	Contractor to provide as per regulations
Environmental Conditions:	Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk
Induction Training:	All workers to receive induction training prior to commencement on site. Special reference to SANParks EMP and Code of Conduct

PROTECTION OF SITE AGAINST UNUATHORIZED 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) waring 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.

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

PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

Overalls:	Yes, required
Safety Harnesses:	As per job function
Hard Hats:	As per job function
Safety Footwear:	Yes, required
Reflective Vests:	Yes, required
Goggles / Gloves / ear and respiratory protection	As per job function
Specialist equipment:	As per job function

HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

Petrol
Diesel

Baseline Risk Assessment Roads

PROJECT: KrNP Spetember 2026 DESCRIPTION: Gabion Sewer Pipeline Bridge Karoo National Park

Risk Rating is measured by determining the Likelihood (L) and Consequence (C) and using the Matrix to determine the Risk Rating (R).
Risk Ranking below 10 is deemed Tolerable, between 11 and 19 is deemed Medium Risk and above 20 is deemed High Risk

Steps in operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Other Controls
				L	C	R		
General Onsite Activities	A1	Access to Site	Pedestrian & people equipment interaction causing injury	4	2	12	Occupational Health and Safety Act 24(1)	Area to be secured and barricaded / fenced
			Dust Inhalation	3	1	4	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
			Unauthorised entry	3	2	8	Occupational Health and Safety Act 12(2)	Site Visit Register, signage, Permit for vehicle access
			Slip,trip,and fall	3	2	8	Occupational Health and Safety Act 12(1)(b)(c)	Induction Training & PPE
	A2	Placing of office/ containers if lifting is involved	Heavy objects swinging out of control causing injury/damage	2	4	14	Driven Machinery 18(11)	Safe work area, Induction Training, Trained operator, Lifting Plan
			Crane/lifting tackle failure causing object to fall	2	4	14	General Machinery Regulations 7(a)9b)	Inspection Register, Trained operator
			Accidental collision with overhead power lines	2	4	14	General Machinery Regulations 7(a)(b)	Assign a flag man, determine safe work area
			Lifting machine/crane falling over	2	4	14	General Machinery Regulations 5(1)(2)	Assign a flag man, determine safe work area
	A3	Hand Loading and offloading of heavy machinery & equipment	Items rolling/slipping falling causing injury	4	2	12	General Machinery Regulations 2(1)	Induction training, PPE
			Incorrect Lifting procedure resulting in injury	3	2	8	General Machinery Regulations 3(2)	Induction training, Proper lifting procedure, PPE
	A4	Machine loading and offloading of heavy machinery & equipment	Failure of machinery causing injury	3	3	13	Driven Machinery 18(1)(a)(b)	Supervision
			Equipment falling	3	3	13	General Machinery Regulations 2(2)	PPE
			Collision of vehicles	3	3	13	General Machinery Regulations7(a)(b)	Flag men

	A5	Traffic	Equipment interaction	3	4	18	Construction Regulation 23(1)(d)(i)(ii)	Traffic management plan
			Pedestrian collision	3	4	18	Construction Regulation 23(2)(c)	Pedestrians Walkways
	A6	Lack of employees facilities	Lack of drinking water, dehydration of workers	3	5	22	Construction Regulation 30(1)(a)	Provision of drinking water & Induction training
			Lack of sanitary facilities, unhygienic conditions	3	5	22	Construction Regulation 30(1)(b) and 30(2)	Provision of chemical toilets & proper housekeeping
	A7	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	
	A8	Issue of PPE	Incorrect PPE	4	2	12	General Safety Regulation 2(1)	PPE Register
	A9	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
	A10	Adverse storms	Struck by lightning	2	5	19	Induction Training Safe Operation Procedure	Proper warning system
	A11	Adverse heat	Dehydration, Sunburn, heat stroke	3	4	18	Induction Training Safe Operation Procedure	Proper drinking water, PPE
	A12	Working in excessive winds	Exposure to dust	3	4	18	Hazardous Chemical Substances Regulation (36)(37)(38)	PPE
	A13	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
	A14	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

	A15	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
	A16	Working near hazardous animals incl snakes, spiders & scorpions	Poisons bites/ attack by large animals	3	3	13	SANParks Environmental Management Plan	Induction Training, SANParks ranger where required, Proper treatment in first aid kit
	A17	Working in close proximity of water	Falling into water & drowning	3	4	18	Construction Regulation 26(1)(a)(b)	Safe work area, Induction Training, barricades
			Pollution of water body	3	4	18	SANParks Environmental Management Plan Construction Regulation 26(2)	Induction Training
Plant or vehicle & equipment	B1	Construction vehicles	Equipment Failure	4	4	21	Construction Regulation 23(1)(k)	Vehicle check list and regular maintenance
			Unroadworthy vehicles	3	4	18	Construction Regulation 23(2)(i)(j)(k)	Vehicle check list and regular maintenance
			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- collision	4	4	21	Construction Regulation 23(1)(b)(j)	Supervisor
			Equipment not roadworthy	3	1	4		Vehicle checklist, vehicle must meet required standards
			Equipment not licensed	3	1	4	Construction Regulations 23(a)(b)	Supervision and monitor
			Operator of vehicle transporting employees not licensed and authorized	3	1	4	Construction Regulation 23(2)(i)(j)	Supervision and monitor if Driver has Valid PDP

			Vehicle not equipped to transport employees	3	1	4	Construction Regulation 23(d)(i)(j)	Vehicle checklist, vehicle must meet required standards
			Not Adhering traffic legislation	3	1	4	Construction Regulation 23(2)(j)	Supervision, implement fines
	C2	Transportation of material or equipment with people	Material/equipment fall from vehicle	4	4	21	Construction Regulation 23(g)(h)	Properly secure all goods
			Potential accident/collision	4	4	21	Construction Regulation 23(2)(g)(h)(j)	Induction Training, Reflective vests, safe work area
	C3	Towing a Trailer	Vehicle accident	4	4	21	Construction Regulations 23(e); Occupational Heath and Safety Act 24(1)(c)(iii)(iv)	Awareness, trained operator
			Towing coupler failure	3	3	13	Construction Regulation 22(e)	Inspection Register
Hand Tools	D1	Injury Due to	Incorrect tools used	4	3	17	Hand tool register, Induction Training,	Supervision
			Defective tools	4	3	17	Safe Operation Procedure	Supervision
			Struck by flying debris	3	3	13	Safe Operation Procedure	PPE
	D2	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
Site Clearance	E1	Site/Bush Clearing	Moving machinery accident	4	3	17	Construction Regulation 23(2)(b)	Reflective vests, restricted access, induction training
			Injury due to hand tools	4	3	17	Safe Operation Procedures (SOP)	Induction Training, PPE, First Aider
			Snakes/ Spider bites	3	3	13	SANParks Environmental Management Plan	Induction Training, Proper First Aid treatment available
			Dangerous animals in vicinity	3	3	13	SANParks Environmental Management Plan	Induction training, armed rangers escort
			Electrical cables and other services in way of work area	3	4	17	Construction Regulation 24(c)	Properly mark & demarcate existing services
	E2	Removal of waste	Moving machinery accident	4	4	22	Construction Regulation 23(1)(b)(c)	Reflective vests, restricted access, induction training
			Waste material falling of vehicle	3	3	13	Construction Regulations 23(h)	Secure load, stay within maximum vehicle load capacity

			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
Excavation & backfilling	F1	Tipping of material	Material falling on to person	3	3	13	Construction Regulation 23(g)	PPE, Safe Work area, Flag men
			Malfunction of equipment causing injury/damage	3	3	13	Construction Regulation 23(g) Construction Regulation 24(a)(b)(c)	
	F2	Compaction	Personal Injury	3	3	13	General Safety Regulations 2(5)	PPE, Trained operator
			Collision of machinery	3	3	13	General Machinery Regulations 4(1)	Induction Training, Reflective vests, safe work area
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
Temporary Works	G1	Stop & Go Procedures - Moving Vehicles	injuries to employees involved in an accidents whiles setting up and taking down Stop/Go procedure	4	4	21	Construction Regulation 12(3)(d)	Visibility jackets, radio communication
			Injuries to employees involved in an accidents - in the midst of Stop/Go activity	4	4	21	Construction Regulation 12(3)(d) Construction Regulation 12(3)(d)	
			Injuries to road users involved in an accidents - approaching a Stop/Go activity	4	4	21		
Construction	H1	Road Construction	Risk of being struck by vehicle while working next to road	4	4	21	Occupational Health and Safety Act 24(3)(a)(b)	Traffic Management Plan, Road Signs, reflective vests, Flag man
			Failure of regulating traffic causing collisions	3	4	18	Occupational Health and Safety Act 24(3)(a)(b) Construction Regulations Regulations 23(1)(e)(j)	Competent person, supervision
			Injury from road users and public	4	4	21	Noise Induced Hearing Loss Regulations 7(1)(a)(b)(c)(d)	Restrict access to site, Signage
			Noise pollution	3	2	8		PPE
			Inhalation of dust	3	2	8	Hazardous Chemical Substances Regulations 8(a)(b)(c)	PPE

BASELINE RISK ASSESSMENT	
PARK NAME	Karoo National Park
PROJECT NAME	Ravel Road Maintenance
CONTRACT NO:	
PROJECT DURATION	2 Months
Rev No	
Date Published	20/08/2026
Next Review Date	October 2027
No of Pages	28

Prepared By	JAW Jacobs	**Designation**	Manager: Road Infrastructure
Signature		**Date**	20/08/2026
16.2 Appointment	JAW Jacobs	**Designation**	Manager: Road Infrastructure
Signature		**Date**	20/08/2026

Risk Rating Matrix

Likelihood

Consequence

	5	4	3	2	1
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

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

HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT

Contractor's Acknowledgement:

I,_____ representing

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

Signature of Contractor Date

Comments:

_____

_____

_____

_____

_____

_____

Annexure B

ENVIRONMENTAL MANAGEMENT PLAN

Environmental Management Plan

General construction activities

Park: **Karoo National Park**

Project: Gabion Sewer Pipeline Bridge in the Karoo National Park.

Prepared by:

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

Part 1

1. ENVIRONMENTAL MANAGEMENT PLAN

A. DECLARATION

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

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

EMPLOYER

Name: _____

Signature: _____

Date: _____

CONTRACTOR

Name: _____

Signature: _____

Date: _____

Part 1

1. ENVIRONMENTAL MANAGEMENT PLAN

1.1 GENERAL

Definition of an "**Environmental Management Plan**":
A plan or programme that seeks to achieve a required end state and describes how activities, that have or could have an adverse impact on the environment, will be mitigated, controlled, and monitored.

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

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

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

1.2 OBJECTIVES OF THE EMP

The EMP has the following goals:

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

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

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

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

1.3 COMPONENTS OF THE "EMP"

1.3.1 Introduction

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

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

1.3.2 The EMP in Context

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

1.3.3 Flexibility

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

1.3.4 EMP Implementation Period

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

1.3.5 Roles and Responsibilities

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

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

- To draft and implement a monitoring programme to assess compliance with the EMP.
- To appoint an Environmental Control Officer (ECO) during the Construction

Phases.

- To undertake the monitoring of operations during the operational phase. Any problems that are identified or encountered must be reported to SANParks management so that appropriate action may be taken to rectify the situation.

1.3.5.1 Appointment of an Environmental Control Officer

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

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

The following guidelines apply to the functions of an ECO:

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

1.3.6 Feedback to Park Manager and ECO

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

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

1.3.7 Failure to comply with EMP

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

- **Step 1**
  The ECO discusses the problem with the contractor or guilty party, and they work out a solution together. The ECO records the discussion and the solution implemented.

- **Step 2**
  The ECO or SANParks observes a more serious infringement, and notifies the guilty party in writing, with a deadline by which the problem must be rectified. All costs will be borne by the contractor.

- **Step 3**
  The ECO shall order the contractor to suspend part, or all, the works. The suspension will be enforced until such time as the offending party(ies), procedure or equipment is corrected and/or remedial measures put in place if required. No extension of time will be granted for such delays and all cost will be borne by the contractor.

- **Step 4**
  Breach of contract - One of the possible consequences of this is the removal of a contractor and/or equipment from the park and/or the termination of the contract, whether a construction contract or an employment contract. Such measures will not replace any legal proceedings that SANParks may institute against the contractor.

Part 2

2. DESCRIPTION OF MITIGATION MEASURES

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

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

2.1 PRE-CONSTRUCTION MANAGEMENT PLAN

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

2.1.1 EMP TRAINING

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

2.1.2 CONTRACT AREAS

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

2.1.3 SENSITIVE ECOLOGY

Mitigation / Management Action	Responsible Agent
Prior to the commencement of construction, the proposed site/s and roads, must be inspected by SANParks Scientific Services (where necessary), in order to: • Confirm the absence of Red Data Book Species; • Relocate, demarcate or recommend conservation / preservation measures for any identified ecologically "sensitive" and/or protected species and areas, and • Point out and/or demarcate all ecologically "sensitive" areas to the contractors (e.g. red data habitats & species, rivers, streams, drainage lines, wetlands, sensitive soils, steep slopes and areas susceptible to erosion).	SANParks, ECO & Contractor

2.1.4 HERITAGE AREAS

Mitigation / Management Action	Responsible Agent
In known archaeological sensitive areas the South African Heritage Resources Agency (SAHRA) must inspect all above-mentioned contract areas, in order to: • Confirm the absence of archaeological sites and/or artefacts; • Relocate, demarcate or recommend further conservation / preservation actions and measures for any identified archaeologically "sensitive" area and/or artefacts prior to the commencing of any work at these sites, and • Point out and/or demarcate all archaeologically "sensitive" areas to the contractors.	SANParks, ECO & Contractor

2.1.5 ROADS

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

2.1.6 SITE ESTABLISHMENT

Mitigation / Management Action	Responsible Agent
Construction camps and staff accommodation facilities on the site will be required to be established in appropriate locations prior to the commencement of construction, preferably within already disturbed areas. After completion of the contract, these areas will be required to be rehabilitated.	ECO & Contractor
Site Plan: Before construction can begin, the Contractor shall submit a site layout plan to the ECO for approval, including: • Site access (including entry and exit points). • All material and equipment storage areas (including storage areas for hazardous substances such as fuel and chemicals). • Construction offices and other structures. • Security requirements (including temporary and permanent fencing, and lighting) and accommodation areas for security staff. • Solid waste collection facilities and waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. • Storm water control measures. • Provision of potable water and temporary ablution facilities. • Only designated areas may be used for the storage of materials, machinery, equipment and site offices. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be disturbed areas along routes. Offices (and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles) must be located as far away as possible from any watercourse. Regardless of the chosen site, the Contractor's intended mitigation measures shall be indicated on the plan.	Contractor
Throughout the period of construction, the contractor shall restrict all activities to within the designated areas on the construction layout plan. Any relaxation or modification of the construction layout plan is to be approved by the ECO.	ECO & Contractor
Site Camps: The following restrictions or constraints should be placed on the site camp, and construction staff in general: • The use of rivers and streams for washing of clothes. • The use of welding equipment, oxy-acetylene torches and other bare flames where veld fires constitute a hazard. • Indiscriminate disposal of rubbish or construction wastes or rubble. • Littering of the site. • Spillage of potential pollutants, such as petroleum products. • Collection of firewood. • Poaching of any description. • Use of surrounding veld as toilets. • Burning of wastes and cleared vegetation. • No concrete structures allowed, if the site camp is within the Park boundaries.	ECO & Contractor
Vegetation clearing: The natural vegetation encountered on the site is to be conserved and left as intact as possible. Only trees and shrubs directly affected by the works, and such others as may be approved by the ECO in writing, may be felled or cleared. A firebreak shall be cleared and maintained around the perimeter of the site camp/s and office sites where necessary.	ECO & Contractor
Water for human consumption: Water for human consumption should be available at the site offices and at other convenient locations on site.	ECO & Contractor
Sewage Treatment: Sanitary arrangements should be to the satisfaction of the Park Manager and ECO. In no other ablution facilities are available, chemical toilets must be supplied (1 per 15 persons) and must be regularly cleaned and maintained by the contractor. The positioning of the chemical toilets is to be done in consultation with the ECO. The Contractor should arrange for regular emptying of toilets and will be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the ECO. If necessary, the ablution facilities must be screened from the public view. In remote areas where chemical toilets may not be a viable option, agreement must be reached on alternatives before construction starts.	ECO & Contractor
Cooking Fuel: The Contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by	ECO & Contractor

Mitigation / Management Action	Responsible Agent
accessing what can be taken from the natural surroundings. Collection of firewood is not permitted.	
Waste Management: Solid waste shall be stored in an appointed area within the site camp in covered drums for collection and disposal. Disposal of solid waste shall be at an approved landfill site – this must be agreed to with the Park Manager. During the construction period, the facilities shall be maintained in a neat and tidy condition, and the site is to be kept free of litter. At all places of work, the Contractor shall provide litter collection facilities for later safe disposal at approved waste disposal sites.	ECO & Contractor

2.1.7 MATERIALS HANDLING, USE AND STORAGE

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

2.1.8 WATER SUPPLY

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

2.1.9 LIQUID WASTE

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

2.2 CONSTRUCTION MANAGEMENT PLAN

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

2.2.1 VEHICULAR ACCESS AND MOVEMENT OF CONSTRUCTION VEHICLES

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

2.2.2 MOVEMENT OF CONSTRUCTION PERSONNEL, LABOURERS AND EQUIPMENT

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

2.2.3 VEGETATION CLEARING

Mitigation / Management Action	Responsible Agent
The extent of all construction site footprints will be minimised and limited to existing and / or already disturbed areas wherever possible.	ECO & Contractor
The areas needing to be cleared and the degree of clearing required will be determined and demarcated in consultation with the ECO before clearing begins.	ECO & Contractor
The Contractor may not deface, paint or otherwise mark and / or damage natural features / vegetation on the site, unless agreed beforehand with the ECO. Any features / vegetation defaced by the Contractor will be restored to the satisfaction of the ECO.	ECO & Contractor
The ECO must be present during vegetation clearing.	ECO
Plant Search and Rescue: • Plant search and rescue (i.e. the location and removal of specified plant species, without unnecessary damage, and their transfer to a specified location) and the collection of seed, shall be conducted by the ECO prior to the onset of any site clearing operations, should the ecologist/ SANParks Scientific Services indicate this to be necessary. • Sensitive areas and/or species that have been selected for conservation by the ecologist / SANParks Scientific Services, Park Manager or ECO, shall be demarcated with danger tape. No activity shall take place at these areas. • De-stumping shall only occur at the request of the ECO. Where roots can act as erosion protection, trees should be cut as close as possible to the ground level. • During the clearing of woody vegetation no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimised as far as possible.	ECO & Contractor
Vegetation Removal and Trimming in Watercourses: No heavy machinery shall be permitted within watercourses for any purpose, except emergency procedures, without the prior approval of the ECO. Clearing of vegetation shall be conducted by hand. All cleared and trimmed vegetation shall be removed from any watercourse to prevent flooding/snagging hazards being created.	ECO & Contractor
Rehabilitation: The Park Manager, ECO, and Contractor must agree on rehabilitation of areas. The Contractor shall be held responsible for rehabilitation for all areas disturbed during construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the Defects Liability Period.	ECO & Contractor

2.2.4 PROTECTION OF FAUNA

Mitigation / Management Action	Responsible Agent
• Under no circumstances shall any animals be handled, removed, killed or be interfered with by the Contractor, his employees, his subcontractors or his subcontractors' employees. • The Contractor and his employees shall not bring any domesticated animals onto the site. • The Contractor shall ensure that the work site be kept clean, tidy and free of rubbish that would attract animals. • No poaching of fauna and flora shall be tolerated by the Contractor or his personnel on Site or elsewhere.	ECO & Contractor

2.2.5 HERITAGE AND/OR ARCHAEOLOGICAL SITES

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

2.2.6 SOIL MANAGEMENT

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

2.2.7 EROSION CONTROL

Mitigation / Management Action	Responsible Agent
The Contractor shall protect all areas susceptible to erosion and shall take measures, to the approval of the ECO. The Contractor shall not allow erosion to develop on a large scale before effecting repairs and all erosion damage shall be repaired as soon as possible.	ECO & Contractor
The specifics of erosion protection work will vary from situation to situation. These specifics should be cleared with the Park Manager and/or ECO and comply with the contract specifications.	ECO & Contractor
Where required, cut-off trenches can be installed to divert substantial run-off and prevent erosion.	ECO & Contractor
During construction, areas susceptible to erosion must be protected by installing temporary or permanent drainage works and energy dispersion mechanisms and could include – to be agreed to by SANParks and Contractor and with considerations of implications on costs: • Vegetation, • Mitre drains (afleivore), • Benches (grondwalle), • Benches consisting of sandbags, • Packing branches and rocks in small gullies and disturbed areas.	ECO & Contractor
Storm water drainage measures are required on site to control runoff and prevent erosion.	ECO & Contractor

2.2.8 SLOPE PROTECTION

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

2.2.9 ACCESS ROADS

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

2.2.10 EXCAVATION, BACKFILLING AND TRENCHING

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

2.2.11 LEVELLING

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

2.2.12 SAND EXTRACTION

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

2.2.13 STOCKPILING, HANDLING AND STORAGE OF BUILDING MATERIALS

Mitigation / Management Action	Responsible Agent
Stockpiles and storage yards will be demarcated in areas already disturbed or where they will cause minimal disturbance.	ECO & Contractor
Clearly indicate which activities are to take place in which areas within the site e.g. the mixing of cement, stockpiling of materials etc. Limit these activities to single sites only. This may not always be possible for example for heaps of topsoil, but should definitely be the case for other building materials.	ECO & Contractor

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

2.2.14 SERVICING AND RE-FUELLING OF CONSTRUCTION EQUIPMENT

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

2.2.15 SOLID WASTE MANAGEMENT

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

2.2.15 LIQUID WASTE MANAGEMENT

Mitigation / Management Action	Responsible Agent
The Contractor must take reasonable precautions to prevent the pollution of the ground and / or water resources on and adjacent to the site as a result of his activities.	Contractor
The Contractor may discharge 'clean' silt laden water overland and allow this water to filter into the ground. However, he must ensure that he does not cause erosion as a result of any overland discharge.	ECO & Contractor
No natural watercourse is to be used for the cleaning of tools or any other apparatus. This includes for purposes of bathing, or the washing of clothes etc.	ECO & Contractor
All washing operations will take place off-site at a location where	ECO &

Mitigation / Management Action	Responsible Agent
wastewater can be disposed of in an acceptable manner.	Contractor
Trucks delivering concrete may not be washed on site or anywhere inside the park.	ECO & Contractor
No spills may be hosed down into a storm water drain or sewer, or into the surrounding natural environment.	ECO & Contractor
Adequate ablution facilities are to be provided at each construction site, conveniently located near to work areas to avoid localised water pollution from camp sewerage.	ECO & Contractor
All soil contaminated, for example by leaking machines, refuelling spills etc. is to be excavated to the depth of contaminant penetration, placed in 200 litre drums and removed to an appropriate landfill site.	ECO & Contractor

2.2.16 HAZARDOUS MATERIALS

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

2.2.17 RUN-OFF FROM CONSTRUCTION CAMPS

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

2.2.18 FIRE

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

2.2.19 DUST

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

2.2.20 NOISE

Mitigation / Management Action	Responsible Agent
Machinery and vehicle silencer units are to be maintained in good working order. Offending machinery and / or vehicles will be banned from use on site until they have been repaired.	Contractor
Noise levels must be kept within acceptable limits for a protected area, and must not be of such nature as to detract from the natural experience of other visitors to the protected area.	Contractor

The contractor shall take into consideration that the project areas are located within a natural environment and that noise could be a major disturbance/nuisance for the fauna and visitors to the park. Project management should endeavour to keep noise generating activities associated with construction activities to a minimum and within working hours.	Contractor

2.2.21 VISUAL

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

2.2.22 SITE CLEAN-UP AND REHABILITATION

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

2.3 MONITORING OF EMP IMPLEMENTATION

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

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

2.3.1 Monitoring Form:

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

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

Name: Ref:	Date
Project:	

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

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

Comments:

Records:

☐ PARK MANAGER ☐ CONTRACTOR ☐ PROJECT MANAGER

Annexure C

Code of Conduct for working in the South African National Parks

SOUTH AFRICAN NATIONAL PARKS

CODE OF CONDUCT FOR WORKING IN A NATIONAL PARK

OUTSIDE ORGANISATIONS WORKING TEMPORARILY IN A NATIONAL PARK

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

1. INTRODUCTION

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

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

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

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

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

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

Any uncertainties must be cleared up with a SANParks' official.
We wish you a pleasant and productive stay in our national parks.

2. PRINCIPLES WITH RESPECT TO BEHAVIOUR AND DISCIPLINE

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

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

2.1 No prospecting or mining is allowed on any land forming part of a national park or protected area.

2.2 No person, except an employee authorised by SANParks may:

2.2.1 Enter or reside in a national park without permission;

2.2.2 Be in possession of an unsealed weapon, explosives, traps or poison in the park or convey the same into a park;

2.2.3 Hunt or kill an animal, collect, damage or destroy a bird's nest or it's eggs;

2.2.4 Purposely or negligently cause a veld fire or damage any object of geological, archaeological, historical, ethnological or of any other scientific value to SANParks;

2.2.5 Bring any animal or pet into a national park or allow domestic animals to stray into a national park, if found it will be confiscated and destroyed by an official;

2.2.6 Remove any animal (dead or alive) or parts thereof from the park (unless lawfully brought into the park);

2.2.7 Cut down trees or remove plants from a park or in any way damage any tree, plant or seeds;

2.2.8 Feed animals in national parks;

2.2.9 Drive a vehicle without a licence or allow a minor to drive a vehicle under his control;

2.2.10 Spend the night anywhere in a national park, (other than in a designated area) except in a rest camp or private home, without the permission of SANParks;

2.2.11 Enter a national park in an:

- Unlicensed (or unregistered) vehicles;
- Enter or use any closed road (no entry);

2.2.12 Vehicles may not be driven recklessly or negligently in a national park.

2.2.13 All drivers must consider other drivers and all animals.

2.2.14 No person under the influence of alcohol or drugs may drive a vehicle in a national park or be in the driver's seat of a vehicle with the engine running.

2.2.15 Without special permission, no person may organize or perform public entertainment or fund-raising campaigns.

2.2.16 Angling in rivers or dams is prohibited.

2.2.17 Angling, where permitted, is only allowed from sunrise to sunset.

2.2.18 Swimming is prohibited at designated angling areas.

2.2.19 No person may damage property or endanger property belonging to SANParks.

2.2.20 No person may use a radio or musical instruments in such a way as to cause a disturbance to others.

2.2.21 No person may dispose of any article or rubble other than in containers provided by SANParks.

2.2.22 No person may remove sand, stone or wood without the permission of SANParks.

2.2.23 Unless issued with an official late permit, no one may travel from a rest camp or entry gate after gate closing times. Permits are issued by the Park Manager or designated person after acceptance of a legitimate motivation.

2.2.24 The proclaimed speed limit in a national park must be strictly adhered to, except if and when concessionary speed limits have been approved.

3. RESPONSIBILITIES TOWARDS NATURE CONSERVATION

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

3.2 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 remove from any area, unless permission has been granted by the Park Manager or designated person. These products may only be removed from sites specified by the Park Manager.

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

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

4. FIREARMS

Only authorized persons are allowed to possess firearms in a park. Firearms will only be allowed in exceptional circumstances, where an employee may need it in the execution of his duties and will be subject to certain strict conditions.

5. LITTER

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

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

6. PETS

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

7. PERSONNEL RELATIONS

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

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

8. TRAVELLING TIMES AND TRANSPORT MATTERS

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

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

9. ROAD RULES AND SPEED LIMITS

9.1 **Road Rules**

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

9.2 **Speed limit for personnel**

All employees of SANParks, as well as employees from outside organisations with written consent working in a national park, may travel at a maximum speed of 50 km/h during the day and 50km/h at night regardless of the speed limit. These speed limits are applicable to all official trips and may only be exceeded in emergencies. Personnel and/or their spouses may also drive at 50 km/h during the day, whilst in their private vehicles en route to the entrance gate closest to their residence. During private trips in the rest of the park, the designated speed limit has to be adhered to as well as in all the rest camps and personnel villages.

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

10. CONTROL AT ENTRANCE AND RESTCAMP GATES

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

11. ENTRANCE TO NO-ENTRY ROADS

Fire-break and patrol roads

Please take note that no one may drive along a fire-break or patrol road with a no-entry sign in their private capacity or along any road which has been closed in any way. Only the Park Manager or designated person may give permission to do so. When a fire-break or patrol road has to be used officially the Park Manager or designated person must preferable 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.

END

Annexure D

SITE INSPECTION CERTIFICATE

GRAVEL ROAD MAINTENANCE IN KAROO NATIONAL PARK
CONTRACT No. 35095/KNP/2026-27

Site Inspection Certificate

This is to certify that I,	
Representing Company	
Position	
Visited the site on	

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

Name Tenderer's Representative	Position	Signed

Name of Tenderer	Date

Name of Employer's Representative	Signature	Date