



**South African**  
NATIONAL PARKS

**SOUTH AFRICAN NATIONAL PARKS**

**THE UPGRADE OF THE R27 ENTRANCE GATE IN WEST COAST  
NATIONAL PARK**

**CONTRACT NO: CI-WK-0029**

**TENDER DOCUMENT**

**February 2024**

**ISSUED BY:**

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

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

# THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK

## CONTRACT No. CI-WK-0029

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

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# 1: The Tender

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This document is for Information purposes Only

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Employer

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Employer

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# Part T1: Tendering procedures

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**SBD1  
PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICA NATIONAL PARKS**

<b>BID NUMBER:</b>	CI-WK-0029	<b>CLOSING DATE:</b>	09 April 2024	<b>CLOSING TIME:</b>	11h00
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<b>DESCRIPTION:</b>	<b>THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK</b>
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

Location of tender box:	Reception,
Physical address:	Park Management Offices, West Coast National Park, Main Street, Langebaan
Identification:	Contract No. CI-WK-0029: The Upgrade of the R 27 Entrance Gate in West Coast National Park .

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

The South African National Parks invites tenders for **THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK.**

**ELIGIBILITY**

**1) CIDB Grading:**

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

- Contractors who have a CIDB contractor grading designation of **5 CE** or higher, and
- Joint ventures are eligible to submit tenders provided that:
  - (i) Every member of the joint venture is registered with the CIDB;
  - (ii) The lead partner has a contractor grading designation in the **5 CE** class of civil construction work; an
  - (iii) The combined contractor grading designation calculated in accordance with the Construction industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **5 CE** class of civil construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.

**2) Functionality Criteria:**

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

Tenderers are required to score a minimum of 17 points out of a possible 24 points in order to be responsive: Tender Data, of the proposed functionality criteria and point system for evaluation.

- The following pre-qualification / eligibility criteria apply:
- (a) Asphalt Road Construction Experience (Maximum 12 points)
  - (b) Technical Expertise (Maximum 12 points)

*a) Asphalt Road Construction (Maximum 12 Points)*  
Tenderers who fail to meet the minimum threshold shall be declared non-responsive and subsequently rejected.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience in

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Asphalt Road Projects (CE).

Tenderers who fail to meet the minimum threshold shall be declared non-responsive and subsequently rejected. The onus rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation and award of points.

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

Functionality criteria	Sub-criteria	Maximum number of points
Contracts of value between R 1 million and R 5 million, inclusive of VAT	1 point per contract	4
Contracts of value exceeding R 5 million	2 points per contract	8
<b>Maximum possible score for quality</b>		<b>12</b>

Tenderer to submit list of past and current projects for functionality information – information must clearly state project information, contractor to submit “Letter of Intent” for current projects, and “Completion Certificates” for completed projects. Project details shall include telephone contact details of either the client or the engineer for the project.

*b) Technical Expertise (Maximum 12 Points)*

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

Functionality criteria	Sub-criteria	Maximum number of points
Contracts Manager who has a minimum of 10 years road construction experience.	4 points	4
Site Agent who has a minimum of 5 years road construction experience	4 points	4
Site Foreman who has a minimum of 5 years road construction experience	4 points	4
<b>Maximum possible score for quality</b>		<b>12</b>

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

Should the key personnel not be available at the time of appointment for any reasonable reason, the Contractor will submit to the Client and Architect /Engineer, his proposed change in key personnel which will have to be approved. The Client and Architect/Engineer may on their discretion reject personnel proposed by the Contractor at such time.

**SPECIFIC GOALS**

**Preferential Procurement Regulations, 2022.**

The following Specific Goals forms part of this tender:

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Specific Goal	Points Scored
<b>1) Enterprises owned by black people</b>	
<ul style="list-style-type: none"> <li>Enterprises owned by black people with shareholding of 51% or more</li> </ul>	8
<b>2) Exempted Micro Enterprises</b>	
<ul style="list-style-type: none"> <li>Exempted Micro Enterprises (annual turn-over below R10m)</li> </ul>	4
<b>3) Locality</b>	
<ul style="list-style-type: none"> <li>To qualify, bidder must provide / include verifiable proof of business address in the Western Cape Province, older than 2 years</li> </ul>	8
<b>Total Points</b>	<b>20</b>

**Important Notes:**

- A “zero” score will be applied if Tenderers does not qualify for any of the above mentioned “specific goals”.
- The Tender will not be disqualified if any of the two “specific goals” mentioned above are not met.

**The physical address for collection of tender documents and site clarification meeting is:**

Documents can be collected at the site clarification meeting which will be held at the West Coast National Park Management Offices located in Main Street Langebaan.

Full tender documents will ONLY be available at the COMPULSORY clarification meeting.

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

**All Queries:**

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

Mr. Garret Kobe

Tel No: (012) 426 5132

Email: [garret.kobe@sanparks.org](mailto:garret.kobe@sanparks.org)

A compulsory clarification meeting with representatives of the Employer will take place at **The Park Management Offices Boardroom, Main Street, Langebaan, Western Cape**, on **26 March 2024** starting at **11:00**.

Prospective tenderers who arrive later than 11h30 will not be allowed into the Clarification meeting.

The Tenderers shall inspect and examine the Site and its surroundings and shall satisfy themselves before submitting their tender as to the form and nature of the Site, the quantities and nature of the work and materials necessary for the completion of the Works and the means of access of the Site, the accommodation they may require and in general shall themselves obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect their tender.

The tenderers must be represented at the site inspection by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Attendance of the site inspection is compulsory and a tender will be disqualified if the site inspection is not attended by a representative of the tenderer.

Tenders may only be submitted on the tender documentation that is issued. Telephonic, facsimile and late tenders will not be accepted.

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	G Kobe	CONTACT PERSON	J Jacobs
TELEPHONE NUMBER	012 426 5132	TELEPHONE NUMBER	021 741 2563
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	garret.kobe@sanparks.org	E-MAIL ADDRESS	joep.jacobs@sanparks.org
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			

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TELEPHONE NUMBER	CODE		NUMBER	
CELL PHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:
				MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>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.</b>				

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**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022,
1.4. THE CONDITIONS OF TENDER ARE THE STANDARD CONDITIONS OF TENDER AS CONTAINED IN <b>ANNEX C OF THE CIDB STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT (AUGUST 2019)</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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

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

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

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# THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK

## CONTRACT No. CI-WK-0029

### T1.2: Tender Data

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

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

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

Clause number	
C.1.1	The employer is the South African National Parks.
C.1.2	<p>The following documents form part of this tender:</p> <p><b>VOLUME 1 :</b> The General Conditions of Contract for Construction Works, Third Edition, 2015, prepared by the South African Institution of Civil Engineering (SAICE). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: <a href="mailto:civilinfo@saice.org.za">civilinfo@saice.org.za</a>.</p> <p><b>VOLUME 2:</b> The Standard Specifications SANS/SABS as prepared by the South African Bureau of Standards (SABS), as well as all other Regulations, Factories Acts and By-laws stated in Part C3.4.1 are applicable to this Contract. This publications is available and tenderers must obtain copies at their own cost.</p> <p><b>VOLUME 3:</b> The Contract Document in which is bound:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b>                      T1.1 - Tender notice and invitation to tender                      T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b>                      T2.1 - List of returnable documents                      T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b>                      C1.1 - Form of offer and acceptance                      C1.2 - Contract data                      C1.3 - Performance Bond</p> <p><b>Part C2: Pricing data</b>                      C2.1 - Pricing assumptions                      C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b>                      C3 - Scope of work and Drawings</p> <p><b>Part C4: Site information</b>                      C4 - Site information</p> <p><b>Part C5 : Drawings</b>                      C5 - Drawings</p>

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C.1.4	<p><b>The employer's agent is:</b></p> <p>Name: Mr. Greg Lok OVP Associates.</p> <p>Address: 141 Hatfield Street, Gardens, Cape Twon, 8001</p> <p>Tel: 021 462 1262 E-mail: <a href="mailto:greg@ovp.co.za">greg@ovp.co.za</a></p>
C.2.1	<p><b>1) Only those tenders who satisfy the following eligibility criteria and who provide the required evidence in their tender submission are eligible to submit and have their tenders evaluated:</b></p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>(a) It is estimated that tenderers must have a CIDB contractor grading designation of <b>5 CE</b> Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>(i) Every member of the joint venture is registered with the CIDB;</li> <li>(ii) The lead partner has a contractor grading designation in the <b>5 CE</b> class of construction work; and</li> <li>(iii) The combined contractor grading designation calculated in accordance with the Construction industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>5 CE</b> class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.</li> </ul>

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Employer

C.2.1

**2) Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience in the construction of Civil Infrastructure and building projects.**

As part of the eligibility criteria, tenderers shall further be required to satisfy the following functionality (pre-qualification) criteria and be required to demonstrate their ability to undertake the work and to provide proof of experience, expertise, personnel, plant, and equipment to undertake work of this nature. Tenderers are required to score a minimum of 17 points out of a possible 24 points in order to be responsive: Tender Data, of the proposed functionality criteria and point system for evaluation.

The following pre-qualification / eligibility criteria apply:  
 (a) Asphalt Road Construction Experience (Maximum 12 points)  
 (b) Technical Expertise (Maximum 12 points)

*a) Asphalt Road Construction (Maximum 12 Points)*  
 Tenderers who fail to meet the minimum threshold shall be declared non-responsive and subsequently rejected.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience in Asphalt Road Projects (CE).

Tenderers who fail to meet the minimum threshold shall be declared non-responsive and subsequently rejected. The onus rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation and award of points.

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

Functionality criteria	Sub-criteria	Maximum number of p
Contracts of value between R 1 million and R 5 million, inclusive of VAT	1 point per contract	4
Contracts of value exceeding R 5 million	2 points per contract	8
<b>Maximum possible score for quality</b>		<b>12</b>

Tenderer to submit list of past and current projects for functionality information – information must clearly state project information, contractor to submit “Letter of Intent” for current projects, and “Completion Certificates” for completed projects. Project details shall include telephone contact details of either the client or the engineer for the project.

*b) Technical Expertise (Maximum 12 Points)*  
 Points will be awarded for Technical Expertise applicable to the key personnel and individual construction staff members within the three categories listed below and who must be available for the execution and completion of the work.

Functionality criteria	Sub-criteria	Maximum number of p
Contracts Manager who has a minimum of 10 years road construction experience.	4 points	4
Site Agent who has a minimum of 5 years road construction experience	4 points	4
Site Foreman who has a minimum of 5 years road construction experience	4 points	4
<b>Maximum possible score for quality</b>		<b>12</b>

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

Should the key personnel not be available at the time of appointment for any reasonable reason, the Contractor will submit to the Client and Architect /Engineer, his proposed change in key personnel which will have to be approved. The Client and Architect/Engineer may on their discretion reject personnel proposed by the Contractor at such time.

C.2.7

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

Tenderers must complete and sign the attendance register at the clarification meeting in the name of the tendering entity.

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C2.8	<p>Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this tender document, please refer queries, in writing, to the contact person listed below. Under no circumstances may any other employee within the SANParks be approached for any information. Any such action may result to disqualification of a response submitted in competition to the tender process.</p> <p>Enquiries should reference specific page and or paragraph numbers, where appropriate.</p> <ul style="list-style-type: none"> <li>All questions / enquiries must be forwarded in writing not later than <b>12:00 on 03 April 2024</b>.</li> </ul> <p>Questions/enquiries received after <b>12:00 on 03 April 2024</b> will not be considered.</p> <p>Name: Garret Kobe Capacity: Manager SCM: Infrastructure and Special Projects. Address: PO Box 787, PRETORIA, 0001 Tel: 012 426 5132 Fax: 086 416 2121 E-mail: <a href="mailto:Garret.kobe@sanparks.org">Garret.kobe@sanparks.org</a></p>						
C.2.12	No alternative proposals will be accepted.						
C.2.13.2	Electronic tender offers will not be accepted.						
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus Nil copies.						
C.2.13.7	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <table border="1"> <tr> <td><b>Location of tender box:</b></td> <td>West Coast National Park Managers Offices</td> </tr> <tr> <td><b>Physical address:</b></td> <td>Main Street, Langebaan</td> </tr> <tr> <td><b>Identification details:</b></td> <td>Contract No. CI-WK-0029: The upgrade of the R27 Entrance Gate in West Coast National Park</td> </tr> </table>	<b>Location of tender box:</b>	West Coast National Park Managers Offices	<b>Physical address:</b>	Main Street, Langebaan	<b>Identification details:</b>	Contract No. CI-WK-0029: The upgrade of the R27 Entrance Gate in West Coast National Park
<b>Location of tender box:</b>	West Coast National Park Managers Offices						
<b>Physical address:</b>	Main Street, Langebaan						
<b>Identification details:</b>	Contract No. CI-WK-0029: The upgrade of the R27 Entrance Gate in West Coast National Park						
C.2.15.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.						
C.2.15.1	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.						
C.2.16	The tender offer validity period is 12 Weeks.						
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the employer.						
C.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) A valid Tax Clearance Certificate issued by the South African Revenue Services or PIN to obtain this information;</li> <li>2) Proof of Contractor Registration issued by the Construction Industry Development Board – Compulsory;</li> <li>3) An original and valid B-BBEE Status Level verification Certificate or certified copy thereof;</li> <li>4) Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy;</li> <li>5) Letter of good standing from the Compensation Commissioner – ;</li> <li>6) National Treasury Central Supplier Database (CSD) Registration Report – Compulsory;</li> <li>7) All other certificates as listed in the List of Returnable Documents;</li> <li>8) A copy of Joint Venture Agreement if applicable;</li> <li>9) Form C1.1 – Form of Offer and Acceptance;</li> <li>10) Form T2.1 – Certificate of Authority for Signature. For JV's and a JV Agreement shall be provided (if applicable);</li> <li>11) Form T2.1 – Certificate of attendance at site inspection;</li> <li>12) Form T2.1 F - Record of addenda to tender documents;</li> <li>13) Signed acknowledgment of the Base Line Risk Assessment;</li> <li>14) Functionality requirements.</li> <li>15) Local Content Declaration</li> </ol>						
C.3.4.1	<p>The time and location for opening of the tender offers are:</p> <ul style="list-style-type: none"> <li><b>09 April 2024 @ 11:00 hrs.</b></li> <li>West Coast National Park Management Offices, Main Road, Langebaan</li> </ul>						
C.3.11.1	<p><b>Evaluation of tenders offers.</b></p> <p><b>The procedure for the evaluation of responsive tenders is Method: <u>Price and Specific Goals</u></b></p>						

Contractor

Witness for Contractor

Employer

Witness for Employer

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

**1) POINTS AWARDED FOR PRICE**

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

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

where;

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

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

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

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

Where-

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration; and

$P_{\min}$  = Price of lowest acceptable tender.

**2) POINTS AWARDED FOR SPECIFIC GOALS**

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

Specific Goal	Points Scored
<b>1) Enterprises owned by black people</b>	
<ul style="list-style-type: none"> <li>Enterprises owned by black people with shareholding of 51% or more</li> </ul>	8
<b>2) Exempted Micro Enterprises</b>	
<ul style="list-style-type: none"> <li>Exempted Micro Enterprises (annual turn-over below R10m)</li> </ul>	4
<b>3) Locality</b>	
<ul style="list-style-type: none"> <li>To qualify, bidder must provide / include verifiable proof of business address in the Western Cape Province, older than 2 years</li> </ul>	8
<b>Total Points</b>	<b>20</b>

**Important Notes:**

- A "zero" score will be applied if Tenderers does not qualify for any of the above mentioned "specific goals".
- The Tender will not be disqualified if any of the two "specific goals" mentioned above are not met.

C.3.13

Tender offers will only be accepted if:

- The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- The tenderer has not:
  - abused the employer's supply chain management system;

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	<p>or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</p> <p>e) Has completed the Compulsory Enterprise Questionnaire, SBD 1, 4, 6.1 and declaration of local content and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p> <p>f) Has submitted the documentation listed in C2.23</p>
C.3.17	Provide to the successful tenderer <b>one</b> copy of the signed contract document.

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# Annex C

## Standard conditions of tender

(As per Construction Industry Development Board, Government Gazette No42622, 08 August 2019)

### C.1 General

#### C.1.1 Actions

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

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

*Note:*

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

#### C.1.2 Tender Documents

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

#### C.1.3 Interpretation

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

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

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

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

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

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

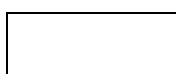
c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

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

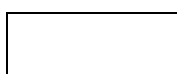
#### C.1.4 Communication and employer's agent

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

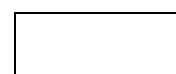
#### C.1.5 Cancellation and Re-Invitation of Tenders



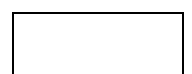
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- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
  - a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
  - b) funds are no longer available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

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

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

**C.1.6 Procurement procedures**

**C.1.6.1 General**

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

**C.1.6.2 Competitive negotiation procedure**

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

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

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

**C.1.6.3.1 Option 1**

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

**C.1.6.3.2 Option 2**

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

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

**C.2 Tenderer’s obligations**

**C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

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

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

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

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

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

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

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

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- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

**C.2.15 Closing time**

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in 2.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

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

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**C.2.18 Provide other material**

- C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

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

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

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

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

**C.2.21 Check final draft**

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

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

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

**C.2.23 Certificates**

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

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

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

- C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
- C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
  - a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
  - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

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

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

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Witness for Contractor

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Employer

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Witness for Employer

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

**C.3.5 Two-envelope system**

- C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**C.3.6 Non-disclosure**

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

**C.3.7 Grounds for rejection and disqualification**

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

**C.3.8 Test for responsiveness**

- C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
  - a) complies with the requirements of these Conditions of Tender,
  - b) has been properly and fully completed and signed, and
  - c) is responsive to the other requirements of the tender documents.
- C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
  - a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

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

- C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
  - a) the gross misplacement of the decimal point in any unit rate;
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - (ii) the summation of the prices.
- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
  - a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

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

### C.3.11 Evaluation of tender offers

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

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

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

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

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

#### C.3.11.1 General

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

### C.3.12 Insurance provided by the employer

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

### C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act

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- No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
  - f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

- C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
- a) addenda issued during the tender period,
  - b) inclusion of some of the returnable documents, and
  - c) other revisions agreed between the employer and the successful tenderer.

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer



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## Part T2: Returnable Schedules

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This document is for Information purposes Only

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Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

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

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

The tenderer must complete the following returnable documents:

- 1. Returnable Schedules required only for tender evaluation purposes**
  - Resolution of board of directors / members / partners
  - Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (if applicable)
  - Special Resolution of Joint Venture Partners
  - Compulsory Enterprise Questionnaire
  - Record of Addenda to Tender Documents
  - Proposed Amendments and Qualifications
  - Schedule of Subcontractors
  - Capacity of Tenderer (Functionality Information)
  - Site inspection certificate
  - Health and Safety Specification acknowledgement receipt
- 2. Other documents that must be submitted for tender evaluation purposes**
  - Proof of Contractor Registration issued by the Construction Industry Development Board - Compulsory
  - An original and valid B-BBEE Status Level verification Certificate or certified copy there of
  - Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy
  - Letter of intent for a Construction Guarantee
  - National Treasury Central Supplier Database (CSD) Registration Report
  - Tax Clearance Certificate – Certified copy
- 3. Returnable Schedules that will be incorporated into the contract and are compulsory to be completed**
  - Form SBD 1: Invitation to Bid
  - Form SBD 4: Declaration of Interest
  - Form SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
  - Declaration of Local Content
- 4. Other documents that will be incorporated into the contract:**
  - Health and Safety Specification for General Construction Activities.
  - Local Content Declaration.
  - Code of Conduct for outside organisations working in a National Park.
  - Environmental Management Plan for General Construction Activities.
- 5. C1.1 Offer and Acceptance (the offer portion of C1.1)**
- 6. C1.2 Contract Data (Part 2)**
- 7. C2.2 Bills of Quantities**
- 8. DOCUMENTATION FOR FUNCTIONALITY EVALUATION (CV's, Plant & Equipment list and Previous Contracts Information - listed under Annexure D and E)**

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

Contractor

Witness for Contractor

Employer

Witness for Employer

# Resolution of Board of Directors / Members / Partners

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

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

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

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

**RESOLVED that:**

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

\_\_\_\_\_ (project description as per Tender Document)

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

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

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

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

No.	Name	Capacity	Signature
1.			
2.			
3.			
4.			
5.			
6.			

**NOTE:**

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

**ENTERPRISE STAMP**

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Employer

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

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

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

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

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

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

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

**RESOLVED that:**

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

2. The Principal Partner of the Joint Venture will be

\_\_\_\_\_

\_\_\_\_\_

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

3. \*Mr/Mrs/Ms: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Employer

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

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

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

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

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

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

No.	Name	Capacity	Signature
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**NOTE:**

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

**ENTERPRISE STAMP**

\_\_\_\_\_  
 Contractor

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

\_\_\_\_\_  
 Employer

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

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

### Special Resolution of Joint Venture Partners

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

- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_
- 11. \_\_\_\_\_
- 12. \_\_\_\_\_
- 13. \_\_\_\_\_

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

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

**RESOLVED that:**

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Employer

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

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

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

B. Mr/Mrs/Ms: \_\_\_\_\_

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

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

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

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

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

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

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

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

	Name	Capacity	Signature
1			
2			
3			

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Employer

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

	Name	Capacity	Signature
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

**Note:**

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

Contractor

Witness for Contractor

Employer

Witness for Employer



**THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

**CONTRACT No. CI-WK-0029**

**Compulsory Enterprise Questionnaire**

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

**Section 1: Name of enterprise:** .....

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

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

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

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

\* insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

\*insert separate page if necessary

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

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

Name	Position	Signed

Name of Tenderer	Date

Contractor

Witness for Contractor

Employer

Witness for Employer

**THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

**CONTRACT No. CI-WK-0029**

**Record of Addenda to tender documents**

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Name	Position	Signed

Name of Tenderer	Date

--

Contractor

--

Witness for Contractor

--

Employer

--

Witness for Employer

**THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

**CONTRACT No. CI-WK-0029**

**Proposed Amendments and Qualifications**

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

Page	Clause or item	Proposal

Name	Position	Signed

Name of Tenderer	Date

--

Contractor

--

Witness for Contractor

--

Employer

--

Witness for Employer

**THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

**CONTRACT No. CI-WK-0029**

**Capacity of Tenderer**

**1. WORK CAPACITY**

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

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

This document is for Information purposes Only

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

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

**2.1. Current projects**

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer



**2.2. Previous projects**

**NB:** Detail for Eligibility Evaluation to be completed on **Annexure D.** Letters of Appointment, Completion Certificates and all other relevant detail to be attached.

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

Contractor

Witness for Contractor

Employer

Witness for Employer

**THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

**CONTRACT No. CI-WK-0029**

**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.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Name Tenderer's Representative	Position	Signed

<input type="text"/>	<input type="text"/>
Name of Tenderer	Date

<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Employer's Representative	Signature	Date

Contractor

Witness for Contractor

Employer

Witness for Employer

**THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

**CONTRACT No. CI-WK-0029**

**HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT**

**Contractor's Acknowledgement:**

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

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**Comments:**

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**BIDDER'S DISCLOSURE**

Contractor

Witness for Contractor

Employer

Witness for Employer

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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

**YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

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

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness for Contractor

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness for Employer

2.3.1 If so, furnish particulars:

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

**3 DECLARATION**

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

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

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Employer

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

criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This document is for Information purposes Only

Contractor

Witness for Contractor

Employer

Witness for Employer

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

- (a) Price; and
- (b) Specific Goals.

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS:</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim 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;

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

Where

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

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

#### 80/20

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

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference

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point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**Note to organs of state:** The 80/20 preference point system is applicable, corresponding points must also be indicated as such.

**Note to tenderers:** The tenderer must indicate how they claim points for each preference point system.

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	Number of points allocated (80/20 system) <i>(To be completed by the organ of state)</i>	Number of points claimed (80/20 system) <i>(To be completed by the tenderer)</i>
<b>1) Enterprises owned by black people</b>		
<ul style="list-style-type: none"> <li>Enterprises owned by black people with shareholding of 51% or more</li> </ul>	8	
<b>2) Exempted Micro Enterprises</b>		
<ul style="list-style-type: none"> <li>Exempted Micro Enterprises (annual turnover below R10m)</li> </ul>	4	
<b>3) Locality</b>		
<ul style="list-style-type: none"> <li>To Qualify, bidder must include verifiable proof of business address in the Western Cape Province, older than two years.</li> </ul>	8	
<b>MAXIMUM TOTAL POINTS:</b>	<b>20</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. 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]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the

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preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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## Local Content Declaration by bidder:

South African National Parks (SANParks) supports the inclusion of locally manufactured materials and goods in the Construction of **CONTRACT NO: CI-WK-0029 - THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK .**

The contractor must note that the use of materials that are locally produced must be used during construction. The list of materials as specified for this contract is provided and tenderers are requested to complete it in full.

### Declaration by bidder:

Description of item (s)	Product Description	Percentage threshold for local content required	Bidders' declaration (%) on local content to be used during construction	Comment if lower content is specified
Cement	Pure Portland cement with 95-100% clinker (Cem I)	100 %		
Electrical cable	Low Voltage Cable	90%		
Plastic conveyance pipes	Polyvinyl chloride (PVC) pipes	100%		
Plastic conveyance pipes	High Density Polyethylene (HDPE) pipes	100%		
Steel Products & Components for Construction	Fabricated Structural Steel (latticed steelwork; reinforcement steel; columns; beams; plate girders; rafters; bracing; cladding supports; stair stringers & treads; ladders; steel flooring; floor grating; handrailing and balustrading; scaffolding; ducting; gutters; launders; downpipes and trusses)	100%		
Steel Products & Components for Construction	Joining / Connecting Components (Gusset; cleats; stiffeners; splices; cranks; kinks; doglegs; spacars; tabs; brackets.)	100%		
Steel Products & Components for Construction	Frames (Doors and Windows)	100%		
Steel Products & Components for Construction	Roof and Cladding (Bare steel cladding; galvanised steel cladding; colour coated cladding)	100%		
Steel Products & Components for Construction	Fasteners (Bolts; nuts; rivets and nails)	100%		
Steel Products & Components for Construction	Wire Products (All fencing products: All barbed wire and mesh fencing; fabric/mesh reinforcing; gabions; wire; rope/tacks; springs and screws)	100%		
Steel Products & Components for Construction	Ducting and Structural Pipework (Non-conveyance tubing fabricated from steel sheeting and plate with	100%		

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Description of item (s)	Product Description	Percentage threshold for local content required	Bidders' declaration (%) on local content to be used during construction	Comment if lower content is specified
	structural supports)			
Steel Products & Components for Construction	Gutters, downpipes & launders (Fabricated materials made from sheeting associated with roof drainage systems.)	100%		
Company name				
Name & surname of the signatory				
Signing Capacity				
Signature				
Date				

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## 2: The Contract

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## Part C1: Agreement and contract data

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**THE UPGRADE OF THE R27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

**CONTRACT No. CI-WK-0029**

**C1.1 Form of Offer and Acceptance**

**Offer**

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

**CONTRACT No. CI-WK-0029: THE UPGRADE OF THE R27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

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

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

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

..... Rand (in words);

R ..... (in figures)

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

<b>Signature(s)</b>		<b>Date</b>	
<b>Name(s)</b>			
<b>Capacity</b>			
<b>For the Tenderer</b>			
<b>Name of tenderer</b> (Company)			
<b>Address of tenderer</b>			
<b>Name of witness</b>			
<b>Signature of witness</b>		<b>Date</b>	

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**THE UPGRADE OF THE R27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

**CONTRACT No. CI-WK-0029**

**Acceptance** (NB: To be completed by SANParks and not the Tenderer)

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

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

**Schedule of Deviations**

Notes:

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1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1 **Subject** .....

**Details** .....

.....

.....

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2 **Subject** .....

**Details** .....

.....

.....

.....

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3 **Subject** .....

**Details** .....

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4 **Subject** .....

**Details** .....

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5 **Subject** .....

**Details** .....

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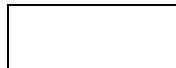
By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

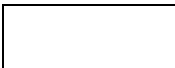
**For the Tenderer:**

Signature(s): .....

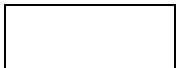
Name(s): .....



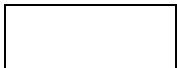
Contractor



Witness for Contractor



Employer



Witness for Employer

Capacity: .....

Name of organization / tenderer: .....

Address of organization / tenderer: .....

.....

Name and signature of witness: .....

Date: .....

**For the Employer:**

Signature(s): .....

Name(s): .....

Capacity: .....

Name and address of organization: The South African National Parks

Name and signature of witness: .....

Date: .....

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Employer

Witness for Employer

# Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this agreement, including the Schedule of Deviations (if any) today:

the..... (day)

of ..... (month)

20..... (year)

at ..... (place)

### For the Contractor:

Signature(s): .....

Name(s): .....

Capacity: .....

Signature and name of witness:

Signature: .....

Name: .....

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# THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK

CONTRACT No. CI-WK-0029

## C1.2 Contract Data

### Part 1: Contract Data provided by the Employer

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

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

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works, Third Edition, 2015, to which it mainly applies.

#### The variations to the General Conditions of Contract are:

CLAUSE	DESCRIPTION / WORDING
1.1.1	The term "the Engineer" shall be taken to mean "the Employer's Agent" as defined in clause 1.1.1.16, where "the Engineer" is used in other documentation (for example SANS / SABS standardised specifications and particular specifications in this tender document – see also C3 Scope of Work, Construction, Specifications for further "mapping of definitions").
1.1.1.13	The Defects Liability Period is <b>12 (twelve)</b> months.
1.1.1.14	The time for achieving Practical Completion is <b>5 (five) months</b> , excluding the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).
1.1.1.15	The name of the Employer is: the <b>Chief Executive Officer, SOUTH AFRICAN NATIONAL PARKS</b> represented by <b>The General Manager: Infrastructure &amp; Special Projects</b> and/or such other person or persons duly authorised thereto by the Employer in writing.
1.1.1.16	The name of the Employer's Agent is: <b>OVP Associates</b> or their successors duly appointed by the Employer.
1.1.1.26	The Pricing Strategy is a <b>Re-measurement Contract</b> .
1.2.1.2	The Employer's address for receipt of communications and notices is:  <b>Physical address:</b> South African National Parks The General Manager: Infrastructure & Special Projects. 643 Leyds Street Muckleneuk Pretoria 0002  <b>Postal Address:</b> Postal Address: PO Box 787 Pretoria 0001 Telephone: (012) 426 5126
1.2.1.2	The address of the Employer's Agent is:  <u>Physical address:</u> OVP Associates,

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CLAUSE	DESCRIPTION / WORDING				
	<p>141 Hatfield Street, Gardens, Cape Town, 8001</p> <p><u>Postal Address:</u> OVP Associates, 141 Hatfield Street, Gardens, Cape Town, 8001</p> <p>E-mail: <a href="mailto:greg@ovp.co.za">greg@ovp.co.za</a> Telephone: (021) 462 1262</p>				
3.1.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <ol style="list-style-type: none"> <li>1. Clause 3.2.1 Nomination of Employer's Agent's Representative.</li> <li>2. Clause 3.2.4 Employer's Agent's authority to delegate.</li> <li>3. Clause 5.8.1 Non-working times.</li> <li>4. Clause 5.11.1 Suspension of the Works.</li> <li>5. Clause 5.12.4 Acceleration instead of extension of time.</li> <li>6. Clause 6.3.2 Orders for variations to be in writing.</li> <li>7. Clause 10.1.1 Contractor's claim.</li> </ol>				
5.3.1	<p>The documentation to be submitted by the Contractor before commencement with Works execution are:</p> <ol style="list-style-type: none"> <li>(1) Health and Safety Plan (Refer to Clause 4.3).</li> <li>(2) Initial programme (Refer to Clause 5.6) - a program must be submitted for each work order issued.</li> <li>(3) Insurance (Refer to Clause 8.6).</li> <li>(4) Occupational Health and Safety Agreement (C1.4 of the Contract Document).</li> <li>(5) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer).</li> <li>(6) A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</li> <li>(7) Proof to the Employer, of payment, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3).</li> </ol>				
5.3.2	The time to submit the documentation required before commencement with Works execution is <b>14 days</b> .				
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.				
5.8	<p>Delete the words "between sunrise and sunset" in the first line and replace with "within normal working hours".</p> <p><u>Add the following:</u></p> <p>"Normal working hours shall be between 07h00 and 17h00 (season dependant) on weekdays from Monday to Friday, and from 07h00 until 13h00 on Saturdays. Note that the parks access gates are locked after hours and the Contractor shall make provision for transporting his staff off site in good time. The park seasonal hours are;</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>Winter: April - September</td> <td>07:00 - 17:00</td> </tr> <tr> <td>Summer: October - March</td> <td>06:00 - 18:00</td> </tr> </table>	Winter: April - September	07:00 - 17:00	Summer: October - March	06:00 - 18:00
Winter: April - September	07:00 - 17:00				
Summer: October - March	06:00 - 18:00				
5.8.1	<p>The non-working days are Saturday and Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>(1) All gazetted public holidays falling outside the year end break.</li> <li>(2) The year end-break as determined by the South African Forum of Civil Engineering Contractors (<a href="http://www.safcec.org.za">www.safcec.org.za</a>).</li> </ol> <p>The special non-working days are:</p>				

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CLAUSE	DESCRIPTION / WORDING																										
	<ul style="list-style-type: none"> <li>Any statutory public holiday in terms of the Public Holidays Act, and, where such statutory public holiday falls on a Sunday, and the next Monday subsequently becomes a statutory public holiday in terms of the Public Holidays Act, then both the relevant Sunday and the relevant Monday shall be special non-working days under the contract; and</li> <li>Any proclaimed statutory day of mourning, and</li> <li>Any proclaimed statutory election day which is proclaimed as a statutory public holiday, and</li> <li>All annual year-end shutdown periods as recommended by the South African Bargaining Council for the Civil Engineering Industry.</li> </ul>																										
5.12.2.2	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days per month.</p> <table border="1" data-bbox="459 591 1053 967"> <thead> <tr> <th>Month</th> <th>"n" Working days</th> </tr> </thead> <tbody> <tr><td>January</td><td>2 days</td></tr> <tr><td>February</td><td>2 days</td></tr> <tr><td>March</td><td>2 days</td></tr> <tr><td>April</td><td>2 days</td></tr> <tr><td>May</td><td>3 days</td></tr> <tr><td>June</td><td>4 days</td></tr> <tr><td>July</td><td>4 days</td></tr> <tr><td>August</td><td>3 days</td></tr> <tr><td>September</td><td>3 days</td></tr> <tr><td>October</td><td>2 days</td></tr> <tr><td>November</td><td>2 days</td></tr> <tr><td>December</td><td>2 days</td></tr> </tbody> </table> <p>Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained.</p>	Month	"n" Working days	January	2 days	February	2 days	March	2 days	April	2 days	May	3 days	June	4 days	July	4 days	August	3 days	September	3 days	October	2 days	November	2 days	December	2 days
Month	"n" Working days																										
January	2 days																										
February	2 days																										
March	2 days																										
April	2 days																										
May	3 days																										
June	4 days																										
July	4 days																										
August	3 days																										
September	3 days																										
October	2 days																										
November	2 days																										
December	2 days																										
5.13.1	The penalty for failing to complete the Works is <b>R 2 500</b> per calendar day.																										
5.14.1	The requirements for achieving Practical Completion are when the works is fit for the intended purpose and occupation without danger or undue inconvenience to the employer.																										
5.16.3	The latent defects period is <b>5 Years</b> , commencing on the day after the date of certification of Practical Completion.																										
6.2.1	The security to be provided by the Contractor shall be a performance guarantee of <b>10%</b> of the Contract Sum. The performance guarantee shall contain the precise wording of the document included in Part C1.3 of the Contract Data: <b>Form of Guarantee</b> .																										
6.8.2	Contract Price Adjustment shall <b>NOT</b> be applicable.																										
6.8.4	<p><i>Add the following to Clause 6.8.4:</i></p> <p>Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for Tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.</p>																										
6.10.1.5	The percentage advance on materials not yet built into the permanent Works is <b>80%</b> . Proof of ownership is required.																										
6.10.3	The limit on retention is <b>10%</b> total of the Contract Price (5% of cost payable at completion, and 5% after 12 month retention period – final completion). A guarantee in lieu of retention is not permitted.																										
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is R0.																										
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <b>R100 000 (One hundred thousand rand)</b> .																										
8.6.1.2	A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is not required.																										
8.6.1.3	The limit of indemnity for liability insurance is <b>R10 000 000</b> for any single claim – the number of claims to be unlimited during the construction and Defects Liability Periods.																										

Contractor

Witness for Contractor

Employer

Witness for Employer

CLAUSE	DESCRIPTION / WORDING
10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
10.5.3	The number of Adjudication Board Members to be appointed is <b>one</b> .
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.4.2 shall be by arbitration.

The additions to the General Conditions of Contract are:

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

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Contractor

Witness for Contractor

Employer

Witness for Employer

**THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

**CONTRACT No. CI-WK-0029**

**Part 2: Contract Data provided by the Contractor**

Clause	Additions
<b>Clause 1.1.1.9:</b>	The name of the Contractor is: .....
<b>Clause 1.2.1.2:</b>	The address of the Contractor is:  Physical : ..... Postal : ..... Address: ..... Address: ..... ..... ..... Telephone : ..... Fax: .....  Email : .....

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Contractor

Witness for Contractor

Employer

Witness for Employer



### C1.3 Form of Guarantee

WHEREAS THE CHIEF EXECUTIVE, SOUTH AFRICAN NATIONAL PARKS

(hereinafter referred to as "the Employer") entered into a Contract with .....

.....

(hereinafter called "the Contractor") on the ..... day of ..... 20.... for **CONTRACT No. CI-WK-0029**

for the

#### **THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

WHEREAS WE, ..... (*name of Insurance Company/Bank*)

have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co principal Debtors to the Employer under renunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of .....

Contractor

Witness for Contractor

Employer

Witness for Employer

.....(R.....)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guarantee Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising hereof as .....

.....

IN WITNESS WHEREOF this guarantee has been executed by us at .....

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

As witnesses:

1. .... Signature

2. .... Duly authorized to sign on behalf of

..... Address

.....

.....

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Contractor

Witness for Contractor

Employer

Witness for Employer

# C1.4: Pro-Forma – OHS Mandatory Form

TO BE COMPLETED AND SIGNED BY ALL MANDATARIES

## OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

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

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

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

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

**WITNESS:**

.....

For and on behalf of the **Contractor**

**WITNESS:**

.....

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

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

# C1.5: Pro-Forma – Declaration of Ownership of Unused Materials

## DECLARATION OF OWNERSHIP OF UNUSED MATERIAL FOR

### CERTIFICATE OF PAYMENT NO:

I/We, the undersigned, .....  
..... (Name of Contractor)

hereby declare that the materials for which payment is claimed in terms of Clause 6.10.1.5 of the General Conditions of Contract are:

(a) as described

\* (i) on the copy of Invoice No. .... annexed hereto;

\* (ii) as set out in detail below

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

\*delete whichever is not applicable.

(b) located at

.....  
.....

(c) totally owned by me/us and that no other party has any claim or right in respect of the above materials and that I am/we are free to pass ownership upon receipt of payment for such materials

(c) intended for incorporation into the permanent works of this Contract.

Signed at .....

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

Witnesses:

1.

2.

Signature: .....

Capacity: .....

On behalf of: .....

Address: .....

.....  
.....

Contractor

Witness for Contractor

Employer

Witness for Employer

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## Part C2: Pricing data

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**C2.1 Pricing Instructions**

**C2.2 Day Work Schedule**

**C2.3 Bill of Quantities**

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Employer

Witness for  
Employer

# THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK

## CONTRACT No. CI-WK-0029

### C2.1: Pricing Instructions

- 1) The measurement and payment clause of the SANS 1200 Standardised Specification and the Standard and Particular Specifications shall be deemed to form part of and included in the Pricing Instruction.
- 2) The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

- 3) Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 4) The quantities set out in the Bills of Quantities are the estimated quantities for the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 5) The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 6) It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders (refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).

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- 7) Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- 8) An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 9) The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- 10) Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
- 11) The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 12) Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specification.

**Construction –**

- 13) Attention is drawn to Clause 6.7.1 of the General Conditions of Contract and the Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities.

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# THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK

## CONTRACT No. CI-WK-0029

### C2.2 Day Work Schedule

#### C2.2.1 GENERAL

Tenderers must complete this list which shall be used for the assessment of value of the work which the Engineer instructed in writing that must be done on a day work bases, all in agreement with Clause 6.5 of the General Conditions of Contract for Construction Works 2015. All the rates are fixed and shall be binding until and with the issuing of the final approval certificate, except for statutory increases announced from time to time, only if this Contract is subject to contract price adjustment as specified in Clause 6.8.2 of the Contract Data.

#### C2.2.2 LABOUR COSTS

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works 2015. If these rates differs from similar rates tendered in the bill of quantities, the rates in the tendered bill of quantities will apply.

Overtime costs attached to this contract shall be paid in the same relation as to that which the employees are actually paid.

Only the net working hours will be measured under dayworks and it will be held that the Contractor has made provision in his rates for possible interruptions and standing time.

DESCRIPTION	UNIT	RATE
Unskilled Labourer	hour	
Semi-skilled Labourer	hour	
Skilled Labourer	hour	
Pipe Layer	hour	
Bricklayer	hour	
Steel Fixer	hour	
Foreman/Section Leader	hour	
General Foreman	hour	
Surveyor	hour	

\* Where there are discrepancies in the rates tendered for similar items in the above table and items listed in the bill of quantities, the rates in the bill of quantities shall govern.

\* All labour not specified above and not listed additionally by the Contractor, will be regarded as "Skilled Labour".

#### C2.2.3 EQUIPMENT COSTS

Full comprehensive hourly rates, which also include the cost of the operators and other equipment, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. If these rates differs from similar rates tendered in the bill of quantities, the rates in the tendered bill of quantities will apply.

The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that is applicable. No further percentage allowances shall be applicable on equipment. The Tenderer must list under each heading the fabrication and specification of the equipment available.

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The Contractor will be paid the actual net cost of plant hired by him for dayworks and in addition will be paid a percentage allowance on the net cost of such hire which allowance will cover the Contractors overhead costs and profit.

DESCRIPTION	UNIT	RATE
1. Digger-Loader (TLB)		
	Hour	
	Hour	
2. Excavators		
	Hour	
	Hour	
3. Trucks (m <sup>3</sup> specified)		
	Hour	
	Hour	
4. Tractors & Trailers		
	Hour	
	Hour	
5. Concrete Mixers (litres specified)		
	Hour	
	Hour	
6. Plate Compactors		
	Hour	
	Hour	
7. Rammer / Jumping Jack Compactors		
	Hour	
	Hour	
8. Breakers		
	Hour	
	Hour	
9. Compressors		
	Hour	
	Hour	
10. Drills (electrical / battery operated)		

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	Hour	
	Hour	
11. Generators		
	Hour	
	Hour	
10. Other Equipment - specify		
	Hour	
	Hour	
	Hour	
	Hour	

\* Where there are discrepancies in the rates tendered for similar items in the above table and items listed in the bill of quantities, the rates in the bill of quantities shall govern.

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Employer

Witness for Employer

**THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

**CONTRACT No. CI-WK-0029**

**C2.3 Bill of Quantities**

**CONTENTS**

The full BoQ will be available in the Tender Document made available at the Clarification Meeting.

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## Part C3: Scope of Work

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- C3.1 Description of the Works**
- C3.2 Engineering**
- C3.3 Procurement**
- C3.4 Construction**
  - PART A: Standard Specifications
- C3.5 Management**
- C3.6 Annexes**
- C3.7 Site Information**

**Status**

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

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

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Employer

# THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK

## CONTRACT No. CI-WK-0029

### C3.1 Description of the Works

#### C3.1.1 Employer's objectives

The purpose of this Tender is for the Upgrade of the existing R27 Entrance Gate at the West Coast National Park. The aim is to address the current high traffic volumes experienced over long weekends, the 'flowering' season and the festive season.

The objective of the South African National Parks is to appoint one contractor to upgrade the existing road, services and increase the building infrastructure footprint.

#### C3.1.2 Description of the works

The entrance gate currently consists of a single building with two lanes, one in each direction.

The upgrade of the R27 entrance comprises the following:

- a) The entrance road will be upgraded to accommodate an additional two entrance (inbound) lanes.
- b) The existing building is to be demolished with 3 new buildings to be constructed to accommodate the additional traffic and visitor intake.
- c) The installation of services connecting the new buildings will form part of the contract.
- d) Construction will be done in halfwidths to accommodate to traffic through the gate

#### C3.1.3 Extent of the Works

**The civil works comprise the following:**

- a) Mass Earthworks to form the new vertical alignment.
- b) Layer works under premixed as well as paved surfaces
- c) Kerbs and stormwater structures
- d) Road surface will be partially premixed and paved with exposed aggregate interlocking pavers
- e) Sidewalks (gravel and paved surfaces)
- f) Service connections to entrance buildings.
- g) Relocation of perimeter fence
- h) Parking bays
  - Incoming Parallel Parking bay able to contain one (1) bus and three (3) cars

**The building works comprise the following:**

- a) Main Building (48.6 m2) consisting of:
  - Cashier Booth;
  - Two (2) Offices;
  - Kitchenette Facility
  - Ablution facility for females (1), males (1) and Universal Access (1)
  - Store / IT Room.
- b) Two (2) Tollbooths (14.3 m2 each) consisting of:
  - One (1) cashier booth;
  - An adjoining office
- c) Each building has an independent roof, with a unifying steel roof canopy structure

#### Other Services

Associated bulk transport infrastructure (electricity, sewage and water).

#### C3.1.4 Location of the Works and Access

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Employer

The Entrance Gate at the West Coast National Park is situated in the Western Cape. The entrance is situated on the West Coast Gate Road approximately 150m off the National R27 road, and approximately 120km from Cape Town.

The site of the works is located within the boundaries of the West Coast national Park.

### **C3.1.5 Temporary Works**

The Contractor will be required to keep an entrance and exit lane in operation at all times during the course of the contract. One operational payment booth must be fully functional at all times throughout construction. No road may be fully closed. The Contractors programme will need to incorporate the required traffic commodation.

All traffic accommodation measures including traffic signals if required shall be installed and operated strictly in accordance with the South African Road Traffic Signs Manual.

### **C3.1.6 Nature of Ground, Subsoil and Ground Water Conditions**

Geotechnical information regarding the ground conditions is available.

In general, excavated material will be suitable for use as bedding for pipelines as well as subgrade under the roads . Allowance will be made in the bill of quantities where bedding or fill material needs to be imported for construction purposes.

Contractors must satisfy themselves regarding the quality and type of material on site, since the Contractor is responsible for the supply of materials in compliance with the minimum requirements for the specific materials.

### **C3.1.7 Scope of Contract**

The scope of the contract includes all activities contained in the following schedules of the following Bills of Quantities:

- Building Works
- Civils Works
- Electrical Works

### **C3.1.8 Construction Program & Methods**

Time for Completion and Programme -

The contract period must include the normal days of inclement weather as specified in the Specification Data and special non-working days listed in the Contract Data.

The Contractor will be required to develop and maintain for the full duration of the contract, a works programme whose purpose will be to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the tender or in the time extended by the Engineer in writing.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, restricted working space, the availability of material, machines and labour into account during the tender stage and the compiling of a construction programme.

### **C3.1.9 Known services**

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

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

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

---

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Employer

Witness for Employer

**C3.1.10 Damage to services**

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

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

**C3.1.11 Reinstatement of services and structures damaged during construction**

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

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

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

**C3.1.12 Services and facilities provided by the employer**

**C3.1.12.1 Water and Power Supply**

Water is available for construction at the several points across the identified construction site, but access to these points needs to be approved prior to start of works. The cost of transporting the water must be included in the contractor's rates.

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

**C3.1.12.2 Fuel**

There is no fuelling station within the boundaries of West Coast National Park. The closest one is approximately 20km in Yzerfontein.

**C3.1.13 Services and Facilities provided by the Contractor**

**C3.1.13.1 Facilities provided by the Contractor**

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

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

**C3.1.13.2 Location of Contractors Camp Site**

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

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

The Contractor must note that the site camp is within the West Coast National Park boundaries and certain wild animals may be present in the area, This must be taken into account when planning the site camp. The camp site

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Witness for Employer



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

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

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

**C3.1.13.3 Ablution Facilities**

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

**C3.1.13.4 Housing for Contractors Employees**

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

**C3.1.14 Facilities for the Engineer**

**C3.1.14.1 Office accommodation**

No office facilities are required for the Consulting Team or Client, although Site Meetings will be held (on Site)

**C3.1.14.2 Site instruction book and Site diary**

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

**C3.1.15 Other facilities and services**

**C3.1.15.1 Waste Disposal**

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

**C3.1.15.2 Telephone Facilities**

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

**C3.1.16 Notice boards, signs, barricades and advertisements**

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

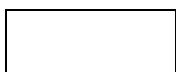
The Engineer shall have the right to instruct the Contractor to move any sign or notice to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

**C3.1.17 Dealing with water**

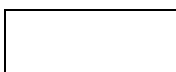
The Contractor shall make provision and allow for all dewatering and temporary management of stormwater. All costs for this operation for the duration of the contract shall be deemed to be included in the Fixed and Value related charges.

**C3.1.18 Dealing with Climate - high winds and rainfall**

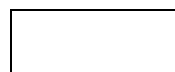
The site is situated in a region where high winds and seasonal rain can be expected. Strong south-easterly winds can be expected during the summer months, and strong wet north-westerly winds in the winter months.



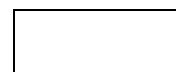
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All heaps of materials either forming part of the excavations or imported for use in construction shall be kept covered during high winds to prevent contamination of surrounding in-situ soils.

**C3.1.19 Alterations, additions, extensions and modifications to existing works.**

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

**C3.1.20 Wayleaves, Permissions and Permits**

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

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

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

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

**C3.1.21 Construction in restricted areas**

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

**C3.1.22 Spoiling areas**

Spoiling area is not available within the park boundaries. Rates to include all hauling.

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## C3.2 Engineering

### C3.2.1 Design

**Works designed by, and per design stage:**

Concept, feasibility and overall process	Employer (Engineer)
Basic engineering and detail layout to tender stage	Employer (Engineer)
Final design to approval for construction	Employer (Engineer)
Temporary Works	Contractor
Preparation of "as-built" drawings	Contractor

### C3.2.2 Employer's design

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

### C3.2.3 Design brief

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

### C3.2.4 Drawings

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

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

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

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

The drawings listed below are issued with the tender document in order to give an overview of the project. Additional construction drawings will, in terms of the General Conditions of Contract, be issued to the Contractor by the Engineer / Employer on the commencement date and from time to time as required.

Drawing Number	Title
W1558 - 100	SERVICES LAYOUT
W1558 - 201	TYPICAL CROSS-SECTION FOR ENTRANCE
W1558 - 202	ROAD LONGSECTION AND LAYOUT
W1558 - 301	SEWER DETAILS
W1558 - 401	STORMWATER AND KERB DETAILS
W1558 - 501	WATER DETAILS
OVP_361(H)_001	SITE PLAN
OVP_361(H)_100	PLAN
OVP_361(H)_200	SECTIONS AND ELEVATIONS
OVP_361(H)_500	DOOR SCHEDULE
OVP_361(H)_501	WINDOW SCHEDULE

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OVP_361(H)_502	FINISHES SCHEDULE
OVP_361(H)_503	SANITARYWARE SCHEDULE
OVP_361(H)_504	JOINERY SCHEDULE
OVP_361(H)_505	JOINERY SCHEDULE 2

This document is for Information purposes Only

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### C3.3 Procurement

#### C3.3.1 PREFERENTIAL PROCUREMENT

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

#### C3.3.2 SCOPE OF MANDATORY SUBCONTRACT WORK

No mandatory subcontract work is envisaged under this contract.

#### C3.3.3 SUBCONTRACTORS

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

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

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

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

##### C3.3.3.2 Attendance on subcontractors

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

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# THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK

CONTRACT No. CI-WK-0029

## C3.4 Construction

### 3.4.1 PART A: STANDARD SPECIFICATIONS CIVIL WORKS

For the purposes of this Contract the following Standardized Specifications, as set out in the South African Bureau of Standards Standardized Specifications for Civil Engineering Construction, shall apply:

SABS 1200A	:	General	
SABS 1200C	:	Site Clearance	
SABS 1200D	:	Earthworks	
SABS 1200DB	:	Earthworks (Pipe Trenches)	
SABS 1200DK	:	Gabions and Pitching	
SABS 1200DM	:	Earthworks (Roads, Subgrade)	
SABS 1200L	:	Medium-Pressure Pipelines	
SABS 1200LB	:	Bedding (Pipes)	
SABS 1200LC	:	Cable Ducts	
SABS 1200LD	:	Sewers	
SABS 1200LE	:	Stormwater Drainage	
SABS 1200ME	:	Sub base	
SABS 1200MF	:	Base	
SABS 1200MG	:	Bituminous Surface Treatment	
SABS 1200MH	:	Asphalt Base and Surfacing	
SABS 1200MJ	:	Segmented Paving	
SABS 1200MK	:	Kerbing and Channelling	
		SABS 1200MM	:
		Ancillary Roadwork's	

Including all revisions to the above Specifications up to and including July 2010

### **PART B: PROJECT SPECIFICATION: VARIATIONS TO STANDARDIZED SPECIFICATIONS AND SPECIAL SPECIFICATIONS**

#### STATUS

Should any requirements of the Project Specification - Portion 2, conflict with any requirements of the Standardized Specifications listed under Clause PS8, the requirements of the Project Specification shall be binding.

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## PSA GENERAL

### ADDITION TO STANDARDISED SPECIFICATIONS – OCCUPATIONAL HEALTH AND SAFETY ACT

Specifically with regard to the Occupational Health and Safety Act, Act 85 of 1993 as amended, hereinafter referred to as “the Act”, the Employer and the Contractor hereby agrees that the Contractor as an Employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

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

#### **PSA1 MATERIALS**

##### PSA1.1 Quality of Materials and Workmanship (Clause A 3.1)

Unless otherwise specified, directed or approved, all materials and workmanship on the Works shall comply with the appropriate SABS Specification or Code, or in the absence thereof, the appropriate BS Specification or Code, and shall bear the official mark of the appropriate standard. The latest revisions of all specifications and codes shall apply.

All materials, shall, except where otherwise specified, be new and of the best quality and shall be suitable to withstand and to operate satisfactorily under all possible climatic and weather conditions which can reasonably be expected at the Site.

All storage, handling, transport, erection or installation of the plant, equipment and materials shall be carried out in accordance with the supplier's or manufacturer's instructions, provided that the Engineer may vary such instructions should he deem such variations necessary. Where supplier's or manufacturer's instructions are in conflict with the Specifications, the requirements of the Specifications shall apply unless otherwise agreed to by the Engineer. Any such conflict shall be brought to the Engineer's notice by the Contractor.

##### PSA1.2 Nameboard

The Contractor shall supply and erect, at an approved position, a nameboard which shall comply, as regards size, painting, decorating, and detail, with the recommendations for the standard board of the South African Institution of Civil Engineers. The description of the project and the names and titles of the Employer, Engineer and Contractor to be painted on the board shall be as directed by the Engineer.

The board shall be made of tempered hardboard of thickness at least 12mm, so braced on the reverse side as to prevent warping, and mounted on two or more, as necessary, firmly planted poles.

The painting of the board shall comply with the relevant requirements of CKS 193, and the colours of the paints shall be an acceptable match to the applicable colours given in SABS 1091.

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**PSA2 CONSTRUCTION**

**PSA2.1 Setting Out of the Works (Clause A5.1.1)**

The setting out of the Works will be done from benchmarks and erf or other pegs as set out by the Employer's Land Surveyor.

The Contractor shall check the levels of all the pegs and any discrepancies regarding the levels shall immediately be brought to the attention of the Engineer. No pegs shall be removed without the written permission of the Engineer and any pegs which interfere with the Works and are removed with the Engineer's consent shall be suitably referenced by the Contractor to the satisfaction of the Engineer before the same are removed for construction purposes.

The Engineer may vary the final exact location of any part of the Works taking the local conditions into consideration. The Contractor shall therefore notify the Engineer immediately after any preliminary setting out of any portion of the Works has been done and before detailed setting out or construction work has been commenced. Only after approval of that portion of the Works by the Engineer may the detailed setting out and construction be commenced.

**PSA2.2 Services (Clause A5.4)**

Where services have to be deviated or rerouted temporarily or permanently, such work shall only be carried out with the prior approval of the Engineer and the appropriate Authority and in a manner as directed or approved by the Engineer and the appropriate Authority.

All necessary final arrangements with the appropriate Authority for such deviation or rerouting shall be made by the Contractor.

**PSA2.3 Nameboard**

The Contractor shall maintain the nameboard in good condition throughout the duration of the Contract and remove the same on completion of the Contract.

**PSA2.4 Survey Assistants and Materials**

The Contractor shall make available to the Engineer two suitably educated survey assistants with survey equipment for use on and about the Site at all reasonable times. The Contractor shall supply all pegs and concrete, together with the necessary labour for excavation, mixing, and placing as and when required.

**PSA2.5 Accommodation of Traffic**

Visitors and employees must have access to the park during normal visiting and working hours. The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc., in good condition shall constitute ample reason for the Engineer to bring the works to a stop until the road signs, etc., have been repaired to his satisfaction.

**PSA3 MEASUREMENT AND PAYMENT**

**PSA3.1 Fixed-Charge and Value-Related Items (Clause A8.2.1)**

The sums tendered in respect of fixed-charge and value-related items shall not be increased should extension of time be granted for the completion of the Works.

Initial payments in respect of fixed-charge and value-related items, excluding the item for removal of site establishment, will be limited to a combined maximum of 7,5% of the Tender Sum for the Works and the balance, if any, will be paid after 50% of the Tender Sum for the Works has been certified for payment.

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PSA3.2 Time-Related Items (Clause A8.2.2)

The sum tendered in respect of a time-related item will be increased should extension of time be granted for the completion of the Works, provided that the activity for which the relevant sum was tendered has to be maintained during the extended period. The relationship between the increased sum for a time-related item to the tendered sum for such item, shall be the same as the relationship of the extended time for completion of the Works to the original time allowed for completion of the Works.

PSA3.3 Telephone (Clauses A8.3.2.1b and A8.4.2.1b)

All costs relating to the Contractor's telephone calls and telephone rental shall be included in the sums for water supply, electricity and communications in the Schedule of Quantities.

PSA3.4 Nameboard (Clauses A8.3.2.1c and A8.4.2.1c)

All costs in connection with the supply, erection, maintenance and removal of the nameboard shall be included in the items for Other Fixed –charge and Other Time-related obligations in the Schedule of Quantities.

PSA3.5 Testing (Clause A8.4.5)

The cost of all sampling and testing to be carried out by the Contractor or by approved independent laboratories shall be included in the sum for "Other Time-related Obligations" and no separate payments will be made in connection therewith. This also applies to the casting, curing and testing of concrete test cubes. A Provisional Sum has been allowed for in the Schedule of Quantities for control tests carried out by the Engineer.

## PSC SITE CLEARANCE

### PSC1 MATERIALS

The transport of cleared and grubbed materials and rubble from demolished concrete and masonry structures and the disposal thereof by the Contractor at approved dumping sites away from the site shall not be measured separately and all costs in connection therewith shall be included in the relevant clearing and grubbing and demolishing rates.

### PSC2 MEASUREMENT AND PAYMENT

PSC2.1 Basic Principles (Clause C8.1)

The transport of cleared and grubbed materials and debris and the disposal thereof by the Contractor away from the Site shall not be measured separately and all costs in connection therewith shall be included in the rates for the relevant items.

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**PSDB EARTHWORKS (PIPE TRENCHES)**

**PSDB1 MATERIALS**

PSDB1.1 Classification of Materials

The excavation of material shall be classified as follows for purposes of measurement and payment:

Soft Excavation

Soft excavation shall be excavation in material which can be efficiently removed or loaded without prior ripping or loosening

Intermediate Excavation

Intermediate excavation shall be excavation in material which cannot be efficiently removed without ripping or loosening

Hard Rock Excavation

Hard rock excavation shall be excavation in material which requires blasting or wedging and splitting prior to removal.

The Engineer's determination of the classification of the excavation shall be final and binding.

PSD2.2 Replacing Overbreak in Excavations for Foundations (Clause D3.2.2).

PSDB 1.2 Material for repair of existing roads (Clause DB 3.6 and DB 3.7)

Paving and wearing coarse materials shall conform to the existing paving. Selective excavation methods must be used to ensure that existing material can be re-used. Where existing material are damaged it shall be replaced with new.

**PSDB2 CONSTRUCTION**

PSDB2.1 Safety and Traffic Control (Clause D5.1.1 and D5.1.6)

The Contractor shall control the access by the general public to the Site in collaboration with and as approved by the Engineer. No unauthorized persons may enter the construction site.

Where trenches are in roads and sidewalks, the Contractor shall so arrange his work that at least one free flowing traffic lane is available at all times and he shall direct traffic at such points until the full roadway has been reinstated. No excavations in the existing road reserves shall be left open at night and access to private property shall be maintained at all times.

PSDB2.2 Explosives (Clause D5.1.1.3)

Blasting will be allowed (where possible), as approved by the Engineer. Rock shall be excavated by drilling and wedging or by other suitable methods, as approved by the Engineer.

PSDB2.3 Detection, Location and Exposure of Services (Clause D5.1.2.2)

If existing services are not indicated on the Drawings, the Contractor shall inform the Engineer of the lack of data concerning existing services and he shall request the Engineer to point out known existing services, before commencing excavation. Should the Contractor fail to do so, he shall rectify and repair any damaged services at his own expense.

PSDB2.4 Damage to Roads or Services and Reinstatement (Clause D5.1.2.4 and D5.1.5)

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Where the Contractor is required to rectify or repair damaged services or roadwork, such repair work shall be carried out in such a manner that all road layers or services are reinstated to their previous condition in all respects and to the satisfaction of the Engineer.

PSDB2.5 Negligence (Clause D5.1.2.4)

Should the Contractor damage any of the existing services either through negligence or in the opinion of the Engineer through lack of reasonable precautions, the Contractor shall repair the service to the satisfaction of the Engineer at his own expense.

PSDB2.6 Water in Trenches (Clause DB5.1.2)

Water in pipe trenches may cause movement of the pipes due to flotation and backfilling must therefore be carried out as soon as possible. Should movement of pipes occur the Contractor shall, unless otherwise directed by the Engineer, remove the pipes from the trench and relay the same, in accordance with the Specification, all at his own expense.

PSDB2.7 Minimum Trench Base Width (Clause DB5.2)

Bedding is required for pipes of external diameter less than 125 mm and the minimum trench base width for pipes smaller than 125mm shall be 600 mm.

PSDB2.8 Over excavation of Trenches (Clause DB5.5)

Where pipe trenches are excavated by the Contractor to depths in excess of those specified, directed or indicated on the Drawings, such over excavation shall be backfilled with suitable approved selected material in layers not exceeding 150 mm uncompacted thickness and compacted to the density of the adjacent undisturbed material or as directed by the Engineer.

Where the Engineer deems this method of backfilling inadequate he may require the over excavation, or parts thereof, to be filled with mass concrete of the grade as directed.

All backfilling of over excavation shall be at the Contractor's expense.

PSDB2.9 Backfilling (Clause DB5.6)

The requirements of Clause PSDB1.1 shall also apply.

Surplus excavated material, which complies with the requirements of Clause 3.2.1 of SABS 1200D, shall be used as compacted backfill material.

PSDB2.10 Compaction (Clause DB5.7)

Pipe trenches shall be backfilled and compacted to 93% Modified AASHTO maximum density up to the final finished ground level or underside of sub-base level, as the case may be. No waste material shall be left on Site.

In areas subjected to traffic loads backfilling shall be done in layers no thicker than 150mm (after compaction) up to the selected layer. Material must be compacted to 93% (100% of sand) of modified AASHTO maximum density. Selective excavation methods must be used to prevent backfill material being polluted with unsuitable material.

PSDB2.11 Reinstate Road Surfaces Complete with all Courses (Clause DB5.9.4)

The minimum requirements are:

1. Tar roads

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- a. 150mm sub base layer of G5 material, compacted to 95% of modified AASHTO density
- b. 150mm base layer of G3 material, compacted to 98% of modified AASHTO density
- c. 40mm Asphalt premix. Joints sealed with Viaseal.

**PSDB3 TESTING**

PSDB3.1 Testing (Clause DB7.1)

All compaction tests shall be at the expense of the Contractor.

**PSDB4 MEASUREMENT AND PAYMENT**

PSDB4.1 Excavation in Hard Rock where Use of Explosives is Prohibited (Clause DB8.3.2)

A separate item will be scheduled for excavations in hard rock where the use of explosives is prohibited by the Engineer. The rate shall allow for drilling, wedging or other suitable methods other than blasting, which may be required for such excavations.

PSDB4.2 Importing of Materials (Clause DB8.3.3.1a)

Where material has to be imported, the Contractor shall identify suitable sources of such material. The rate for importing material shall cover the cost of locating suitable material, handling and transportation to Site regardless of distance and origin.

The rate for the importing of materials also includes the placing and compaction of the material for the different areas of use and separate rates are applicable to each compaction density.

PSDB4.3 Existing Services that Intersect a Pipe Trench (Clause DB8.3.5a)

The rate for existing services that intersect a pipe trench shall include the method of excavation necessary to avoid damage to the existing service, all protective measures and supports required to avoid damage, any selected fill required around the existing service and any revisions, delays or disruptions of the programme of the Works, including any matters arising or related thereto. Services which are no longer in use shall not be measured. Only services which are exposed by the trench excavations shall be measured. Information collections will not be regarded as an existing service.

Excavation around existing services, as determined by the Engineer on Site, shall be deemed to be restricted excavation.

PSDB4.4 Existing Services that Adjoin a Pipe Trench (Clause DB8.3.5b)

The rate for existing services that adjoin a pipe trench shall include the method of excavation required to avoid damage to the existing service, all protective measures and supports required to avoid damage, any selected fill required around the existing service and any revisions, delays or disruptions of the programme of the Works, including any matters arising or related thereto. Services which are no longer in use shall not be measured.

PSDB4.5 Reinstate Road Surfaces Complete with all Courses (Clause DB8.3.6.1)

The reinstating of all courses and surfaces shall be measured and paid together for the theoretical excavation width. The reinstating of all courses and surfaces in roads shall be measured and paid together for the theoretical excavation width plus 150mm on both sides of the excavation. The rate shall include the provision and construction of all materials for each course, the repair of adjacent damaged areas and all labour and costs related thereto during the construction and maintenance periods.

PSDB.4.6 Berms Across Pipe Trenches

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Berms across backfilled pipe trenches shall be measured per berm and the price shall include all materials and work in connection therewith.

**PSDB.4.7 Exposing of Existing Pipelines**

Exposing of existing lines will be measured per linear meter, per unit or per m<sup>3</sup> excavated material as specified in the Schedule of Quantities. The rate must allow for the method of excavation necessary to avoid damage to the existing service and all protective measures and supports required.

**PSDB4.8 Excavation (Clause DB8.3.2(b))**

Payment for sections of pipelines, which are partially completed, will be as follows:

- a. Completion of excavations: 60% of scheduled rate
- b. Completion of backfilling and compaction: 95% of Scheduled rate
- c. Completion of surface finishing: 100% of Scheduled rate

Less the percentage of retention as per the Appendix.

**PSDK GABIONS AND PITCHING**

**PSDK1 MATERIALS**

**PSDK1.1 Gabions**

**PSDK1.1.1 Stone Quality (Clause DK 3.1.1.1)**

Rocks shall be hard, angular to round, durable and to such quality that they shall not disintegrate on exposure to water or weathering during the life of the structure. Rocks shall have a Specific Gravity of 2.3 and when the gabions are packed the void ratio (e) shall be a maximum of 0.3.

**PSDK1.1.2 Stone Size (Clause DK 3.1.1.2)**

Gabion boxes must be filled with rock ranging between 100 - 250mm. The range sizes may allow for a variation of 5% oversize and / or 5% undersize rock, provided that it is not placed at the exposed surface. In all cases oversize rock shall not be larger than 300mm and the undersize rock shall not be smaller than 100mm.

Mattresses must be filled with rock ranging between 80 - 120mm. The range sizes may allow for a variation of 5% oversize and / or 5% undersize rock, provided that it is not placed at the exposed surface.

**PSDK1.1.3 Gabion Cages and Mattresses (Clause DK 3.1.2)**

Gabion baskets shall be made of 2.7mm hexagonal woven wire mesh, Type 80 (double twist wire mesh) as per SABS 1580:2005. All wire shall be PVC coated.

Gabion mattresses shall be made of hexagonal woven steel wire mesh, Type 60 (double twist wire mesh) as per SABS 1580:2005. All wire shall be PVC coated.

The minimum tensile strength of the wires used in the gabions and mattresses shall be no less than 350 N/mm<sup>2</sup> (SABS 675:1995) and elongation not less than 10%. Elongation shall be tested on a sample of at least 25 cm long.

The properties of the PVC coating are as follow:

Colour:	Grey RAL 7037 to ASTM D1482-57T
Hardness:	55-65 Shore D to ASTM D2240 Table 1
Specific Gravity (SG):	1,30 – 1,38 kg/dm <sup>3</sup> to ASTM D792 Table 1

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Tensile Strength:	20.6 MPa minimum to ASTM D412-92
Modulus of Elasticity:	18.6 MPa minimum to ASTM D412-92
Abrasion Resistance:	Maximum of 12% weight loss to ASTM D1242-92
Creeping Corrosion:	Maximum penetration of corrosion of the wire from a square cut end is 25mm when the specimen has been immersed for 2000 hours in a 5% solution of HCL (Hydrochloric Acid 12 Be)

PSDK1.2 Geotextile (Clause DK 3.1.3)

An AG Geotextile (continuous polyester filament – double needle punched) fabric shall be installed below the gabion mattresses and between each soil-gabion interface. The geotextile will have minimum energy absorption of 6,5KN/m. The geotextile will be placed after the foundations for the mattresses and gabions have been prepared.

Care should be taken that the geotextile is not torn or ripped when placing and filling the gabions or mattresses, or during the placing and compaction of backfill. When overlapping geotextiles, a minimum overlap of 300mm must be maintained. The upstream sections of the geotextile should overlap the downstream sections.

**PSDK.2 CONSTRUCTION**

PSDK2.1 Gabion cages and mattresses

PSDK2.1.1 Binding and connecting wire (Clause DK 5.1.1)

Stainless steel ring fasteners with the following specifications may be used in lieu of lacing wire:

Diameter: 3mm  
Tensile Strength: 156 – 178kg/mm<sup>2</sup>

To support the facing and to connect the front panel to the back panel of the gabion 3.4mm pre-formed bracing wires may alternatively be used to lacing wire.

PSDK.2.1.2 Assembly (Clause DK 5.2.3)

Lacing wire will be used to interconnect empty units, to close and secure stone filled units and for internal stiffness. All lacing wire will be PVC and zinc coated (Class A).

All gabion structures should be aligned and constructed accurately. Alignment of the units should be done BEFORE the units are filled. For ease of alignment of the structure, both horizontally and vertically, and to obtain correct lines and levels, formwork should be used.

Alternative alignment methods, i.e. fish lines and dumpy levels may be used. When these methods are used care should be taken to minimise bulging of the gabions as to ensure an aesthetically pleasing finish.

PSDK2.1.3 Rock filling (Clause DK 5.2.4)

Each gabion should be filled in 1/3 layers between which bracing wires are installed.

Care should be taken when placing the stone to ensure that the zinc and PVC coatings are not damaged.

Gabions and mattresses should be overfilled by 20-25mm to allow for natural settlement of the rock fill whilst keeping the top edge of the diaphragm visible so as to lace it to the lid.

**PSDK3 TESTING**

PSDK3.1 Testing (Clause DK7.1)

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All tests for his own construction quality control and consistency of materials shall be at the expense of the Contractor.

Control tests by the Engineer will be paid for separately from the Provisional Amount provided for this purpose.

**PSDK4 MEASUREMENT AND PAYMENT**

PSDK4.1 Gabions and Mattresses (Clause DK 8.2.2)

The gabions and mattresses will be measured as individual units. The rate will include all material, delivery to site, storage and installation (unfolding, placing, filling, lacing and bracing). The rate will include all Geotextile as is necessary.

**PSDM EARTHWORKS (ROADS, SUB GRADE)**

**PSDM1 SCOPE**

PSDM1.1 Paved Road Surfaces (Clause ME2.1)

The construction of paved road surfaces shall be set out under SABS 1200M.

**PSDM2 CONSTRUCTION**

PSDM2.1 Backfilling of over excavations (Clause DM5.2.2.2)

The material used for backfilling of over excavations shall comply with the requirements of the selected layer as per Clause DM3.2.3 and shall be compacted to 93% Modified AASHTO maximum density for material other than sand and to 100% density for sand.

PSDM2.2 Preparation and Compaction of Road-bed (Clause DM5.2.3.3)

Any portion of the road-bed that lies within the selected layer and that is, in the opinion of the Engineer, suitable for use in place shall be scarified to a depth of 150mm and compacted to 93% Modified AASHTO maximum density.

PSDM2.3 Finishing (Clause DM5.2.4.3)

The side slopes of cuts and fill as well as cambers, shall be as shown on the Drawings or as directed by the Engineer.

The surface of the selected layer must be free of potholes, corrugations, ruts, loose patches or other imperfections before subsequent layers are placed.

No top soiling or grassing is required.

PSDM2.4 Free-haul (Clause DM5.2.8.1)

All movement of cut and fill materials will be regarded as free-haul.

PSDM2.6 Selected Layer (Clause DM5.2.5)

The selected layer shall consist of imported material.

The compaction and thickness of the selected layers, after compaction, shall be as indicated on the Drawings.

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### **PSDM3 MEASUREMENT AND PAYMENT**

#### PSDM3.1 Verifying Quantities (Clause DM8.2.5)

No cross sections will be supplied by the Engineer. A contour plan of the area to be excavated or filled will be prepared by the Engineer. The Contractor shall inspect this contour plan and he shall confirm acceptance thereof as correct or otherwise indicate where he disagrees with the same, before commencement of site clearing, excavations or filling and all cross sections and compactions in respect of excavations and/or fill will be based on the agreed contour plan. These requirements do not apply to borrow pits.

#### PSDM3.2 Overhaul (Clause DM8.3.12)

No overhaul will be paid for the transporting of materials.

#### PSDM3.3 Treatment of Road -bed (Clause DM8.3.3 (a))

Roadbed preparation and compaction shall be measured per m<sup>2</sup> of prepared and compacted area.

## **PSL MEDIUM-PRESSURE PIPELINES**

### **PSL1 SCOPE**

This specification covers steel, uPVC and HDPE pipes and accessories with working pressures as specified.

### **PSL2 INTERPRETATIONS**

#### PSL 2.1 Abbreviations (Clause L2.4)

uPVC : Unplasticized Polyvinyl Chloride  
HDPE : High Density Polyethylene

### **PSL3 MATERIALS**

#### PSL3.1 General (Clause L3.1)

The Contractor shall be fully responsible for transporting pipes, valves, specials and fittings to the point of installation, in good condition. Approved end-caps shall be provided for pipes. All materials such as rubber rings and the like must be protected against direct sunlight. Any material which, in the opinion of the Engineer, is damaged in any way shall be removed from Site without delay.

uPVC pipes shall be stored under cover and shall be suitably stacked and supported to prevent deflection or deformation.

#### PSL3.2 Steel Pipes (Clause L3.4)

All steel pipes of diameter smaller than 150 mm diameter shall be of medium class galvanised, in accordance with SABS 62, with threaded ends and couplings, unless otherwise indicated.

#### PSL3.3 Steel Pipe Fittings and Couplings (Clause L3.4)

Unless otherwise indicated on the Drawings, all galvanised steel pipes smaller than 150mm diameter shall be connected by threaded sockets. Pipes from 150mm diameter up, to be connected with flanges or flexible couplings. The sockets, flanges and fittings shall be of approved make and shall be suitable to sustain the specified test pressure.

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Exposed threaded sections at pipe connections, where galvanising has been removed by threading, shall be treated with an approved cold galvanising preparation after installation on Site.

PSL3.4 uPVC Pipes, Fittings and Specials (Clause L3.7.1)

All uPVC pipes shall comply with the requirements of SABS 966.

Fittings and specials for uPVC pipes shall be either of uPVC or cast iron construction with spigot and socket rubber ring joints and suitable to withstand the working pressure specified for the pipes.

All bends shall be long radius bends, unless otherwise indicated on the Drawings.  
uPVC Pipes shall be suitable for a working pressure of 12 bar.

PSL3.5 HDPE Pipes (Clause L3.7.2)

HDPE Pipes are to be Class 12 PE100 and shall comply with the requirements as stipulated in SABS 533 Part II. All pipes will be marked with the relevant SANS marking at 1m intervals. Pipefittings and couplings shall be butt welded and done by a qualified person. The welder's certificate of competency must be submitted to the engineer. All Tees shall be moulded – no welded and segmented Tees will be accepted.

PSL3.6 Loose Flanges (Clause L3.8.4)

Bolts and nuts shall be in accordance with SABS 136 unless otherwise approved by the Engineer.

PSL3.7 Corrosion Protection (Clause L3.9)

Galvanized steel pipes and fittings shall be galvanised by the hot-dip process.

All cast-iron specials and couplings shall be painted with one coat of approved bituminous paint before delivery to Site and exposed parts shall receive a further coat of similar paint after installation of Site.

PSL3.8 Protection of Bolts, Nuts and Washers (Clause L3.9.5)

Bolts, nuts and washers shall be zinc coated by the hot-dipped process.

PSL3.9 Manholes and Surface Boxes (Clause 3.11.5 & 3.11.6)

Manholes, surface boxes and the like shall be constructed of the materials as shown on the Drawings and not as shown on the Figures contained in SABS 1200L.

PSL3.10 Valves

PSL3.10.1 Gate Valves

All gate valves shall be suitable for a working pressure as indicated on Drawings. All gate valves of 75 mm diameter and larger shall be of SG iron construction with gunmetal fittings and rising stainless steel spindles. The valves shall be supplied with standard SG iron valve caps or hand wheels as shown on the drawings or specified by the Engineer and shall be closed clockwise with the direction of closing permanently indicated on the caps and hand wheels.

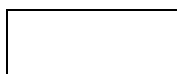
Valves must be suitable for closing and opening at unbalanced pressures equal to the specified working pressure and where specified or shown on the drawings valves should be equipped with approved 1:3 reduction gearboxes.

All valves shall comply with the requirements of SABS 664.

All valves shall be supplied complete with packings, bolts and nuts. Flanges must be in accordance



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with pipe flanges as specified.

Coupling of all gate valves 75mm diameter and larger with uPVC pipes shall be flexible steel adapter couplings. Inline valves, not in chambers, will be socket ended.

Valves of diameter less than 75 mm diameter shall be approved, screwed, ball type isolating valves suitable for the working pressure as specified for adjacent pipes.

All cast iron and cast steel valves shall be thoroughly cleaned after testing at the factory and shall be treated with two coats of epoxy or other approved paint. After installation of the valves on Site, they shall be treated externally with a further coat of epoxy.

PSL3.10.2 Air Valves

The air release valves shall be suitable for a working pressure as indicated on Drawings and shall have flanged or screwed inlets as specified and shall incorporate an integral shut down valve and shall be of the following types, as specified:

- a. Type I : Conventional kinetic double orifice air valves:

These are required for the release of larger volumes of air during the filling of pipelines and the admission of air at low pressure during draining or scouring and for the admission of large quantities of air to prevent the formation of vacuum in flexible wall pipelines during the break of or negative pressure induced by water hammer/separation. A small orifice must be included for the release of entrained air under normal pipeline operation. The large orifice of the valve shall not close dynamically before all the air is discharged from the pipeline.

- b. Type III : Single small orifice air valves:

These are for the release of small volumes of air during operation of the pipeline. It shall be of the cylindrical barrel type incorporating a cylindrical float mechanism and must have either screwed or flanged inlets as specified.

General Requirements

The size of the valve/outlet shall be the diameter of the inlet branch and the air valves shall be mounted on a isolating valve with a pressure rating similar to that of the air valve.

12 mm Cast steel needle valves or chrome plated brass P T F E seated ball valves shall be fitted to drain valve bodies when isolated from the pipeline and for the attachment of pressure gauges to valve bodies.

The pressure rating of these valves shall be the same as for the air valve it is attached to.

Valves shall not exhibit leaks or weeping of liquid past the seal at operating pressure of 0,3 bar to twice rated pressure.

Valve design shall incorporate an over pressure safety feature that will fail without an explosive effect, such as is normally the case when highly compressed air is suddenly released. The control floats shall not distort when subjected to closed end tests for material strength and soundness, nor shall they be damaged by the possible corrosive effects of the water, not under any condition of frequent operation.

Weather covers shall allow free discharge or intake of air and will be of sufficiently large area so as not to impede the intake or discharge of air, but shall exclude ingress into valve of objects which may cause damage or malfunction of valves. The covers shall be easily removable, of a corrosion resisting material such as stainless steel and have corrosion resisting securing elements. Mild steel covers are not acceptable.

All air valves shall be provided with a separate isolating valve as indicated on the Drawings which is coupled to the air valve in such a manner to allow the removal of the air valve without removing the isolating valve.

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All air valves shall be able to operate at the specified working pressures and flange drilling must be in accordance with the specified working pressure to BS4504.

All air valves shall be mounted on a steel extension pipe, which varies in length, according to the pipeline depth. For Tender purposes a length of 500 mm shall be assumed.

The inlet diameters of air valves shall be 25 mm for single air valves and 50 or 80 mm, as specified or shown on the Drawings, for double air valves.

#### **PSL4 PLANT**

##### **PSL4.1 Transportation and Storing (Clause L4.1)**

The Contractor shall be fully responsible for transporting pipes, valves, specials and fitting to the point of installation, in good condition. Approved end-caps shall be provided for pipes. All materials such as rubber rings and the like must be protected against direct sunlight. Any material which, in the opinion of the Engineer, is damaged in any way shall be removed from Site without delay.

uPVC pipes shall be stored under cover and shall be suitable stacked and supported to prevent deflection or deformation.

#### **PSL5 CONSTRUCTION**

##### **PSL5.1 Depth and Cover (Clause L5.1.4)**

All waterpipes shall have a minimum cover of 0,9m.

##### **PSL5.2 Valve Chambers (Clause L5.6)**

Valve chambers shall be constructed in accordance with the details shown on the Drawings and not as shown on the Figures contained in SABS 1200L.

##### **PSL5.3 Manholes (Clause L5.7)**

Manholes shall be constructed in accordance with the details shown on the Drawings and not as shown on the Figures contained in SABS 1200L.

#### **PSL6 TESTING**

##### **PSL6.1 Radiographic Examination (Clause L7.2.2)**

No radiographic examination is required.

##### **PSL6.2 Test Pressures (Clause L7.3.1)**

The test section shall be subject to a pressures test, at pressures not less than 75% and not exceeding 100% of the appropriate allowable maximum working pressure for the class of pipes, for the highest and lowest point respectively of the section being tested. This pressure shall be obtained by continuous pumping so as to ensure a gradual increase of pressure until the specified value is obtained.

##### **PSL6.3 Final Inspection of Pipelines and other Items of Equipment**

After the entire piping system has been laid and all parts thereof have been tested to the satisfaction of the Engineer and backfilled, the system will be put into operation and the Contractor shall inspect the same in the presence of the Engineer, to ensure that all valves and other equipment are operating satisfactorily and to check that all pipe supports, brackets and the like are capable of withstanding

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the loads imposed on them.

Any faults or defects which are detected during this inspection shall be repaired by the Contractor, or where necessary, the defective parts or materials shall be replaced by the Contractor, to the satisfaction of the Engineer, all at the Contractor's expense.

All items of equipment not specifically mentioned in the Specifications, shall be inspected during the commissioning period for proper operation and to verify that these items comply with the requirements of the Specification.

**PSL7 MEASUREMENT AND PAYMENT**

**PSL7.1 Supply and Installation of Pipes and Couplings(Clause L8.2.1)**

Pipes shall be measured per linear meter for each type, pressure rating and diameter. The rates shall include for the supply, complete with couplings, fittings, corrosion protection, handling cost, inspection, transport, pressure testing, disinfection and all other requirements in connection herewith. The rate shall include cutting of pipes where required and wastage.

**PSL7.2 Valves and Specials (Clause L8.2.5)**

Valves and hydrants will be measured complete per unit. A complete unit will consist of the appropriate valve/hydrant, all pipe fittings and specials, valve box and cover and frame as per detail drawing. Painting of cover and frame to municipal standards included.

**PSL7.3 Temporary Valves, Blank Flanges, etc. (Clause L8.2.10)**

No separate payments will be made for the supply or loan of temporary valves, end-caps, blank flanges, or other isolating devices required for the testing of pipe systems and all costs in connection therewith shall be included in the rates for the supply, laying and bedding of the permanent pipes, specials and valves.

**PSL7.4 Anchor block/Thrust Block and Bases (Clause L8.2.11)**

Concrete in Anchor blocks and Thrust blocks will be measured in cubic water. The rate for the concrete must include the cost for additional excavations (if necessary), steel reinforcement (if required) and frame work.

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**PSLB BEDDING (PIPES)**

**PSLB1 MATERIALS**

PSLB1.1 Bedding (Clause LB3.3)

The bedding for all pipes shall be Class C bedding as indicated on the Drawings.

PSLB1.2 Treatment of Excavated Material (Clause LB3.4)

Where excavated material can be rendered suitable for bedding by screening, washing or other treatment and where no suitable material is available within a freehaul distance of 0,5 km from the point of placing, the Engineer may require the Contractor to treat the excavated material to render the same suitable for bedding provided that at least 60 % by volume of the material is recovered after treatment. Where otherwise suitable excavated material from a trench is, in the opinion of the Engineer, contaminated due to the Contractor's methods of working, the abovementioned treatment shall be carried out at the Contractor's expense.

**PSLB2 CONSTRUCTION**

PSLB2.1 Concrete Encasing of Pipes (Clause LB5.4)

Where the specified cover over the pipes cannot be maintained at road crossings, at river crossings where scouring may occur or otherwise where directed, concrete encasing of pipes may be required by the Engineer.

**PSLB3 MEASUREMENT AND PAYMENT**

PSLB3.1 Volume of Bedding Materials (Clause LB8.1.3)

The volume of the material displaced by the pipes shall be subtracted from the theoretical volume of the bedding for the purpose of determining quantities.

PSLB3.2 Separate Items for Cradle and Blanket (Clause LB8.1.4)

Material for the bedding cradle and for the selected fill blanket shall not be measured separately, but as a unit under the description "bedding material".

PSLB3.3 Treatment of Excavated material (Clause LB8.2)

Separate payment shall be made where the Contractor is instructed by the Engineer to treat excavated material to render the same suitable for bedding, per cubic metre of treated material measured in accordance with specified theoretical dimensions.

PSLB3.4 Supply of Bedding Material from Designated Borrow Pits (Clause LB8.2.2.2)

The supply of bedding material from a borrow pit or commercial sources will be measured and paid per cubic meter, in accordance with the specified theoretically dimensions, as extra over to the item for bedding material from trench excavations. The rate must include the transport, placing and compaction of the material.

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## **PSLC CABLE DUCTS**

### **PSLC1 MATERIALS**

#### **PSLC1.1 Ducts (Clause LB3.1)**

All cable ducts shall be HDPE conduit in accordance with DIN EN5008-2-4:1994 specification or uPVC in accordance with SABS 971. The sizes will be indicated on the drawings or specified by the Engineer.

### **PSLC2 CONSTRUCTION**

#### **PSLC2.1 Trench width and depth (Clause LC5.1.1)**

The requirements of PSD2.2 shall apply

#### **PSLC2.2 Kerb Marker (Clause LC5.10)**

Cable duct markers shall be painted on the kerbs both sides of the road on the centreline of the duct.

The markers shall be in accordance with the details on the drawings.

## **PSLD SEWERS**

### **PSLD1 MATERIALS**

#### **PSLD1.1 Pipes, Fittings and Pipe Joints (Clause LD3.1)**

The pipes to be used here shall be CL34 uPVC pipes as manufactured by "Main Industries" or similar approved pipes including all fittings and joints to comply with SABS 1601 and SABS 967. The positions and sizes of the various pipes shall be as indicated on the Drawings.

#### **PSLD1.2 Manholes, Chambers, Etc. (Clause LD3.5)**

Manholes, chambers and the like shall be constructed of the materials as shown on the Drawings and not as shown on the Figures contained in SABS 1200LD.

### **PSLD2 CONSTRUCTION**

#### **PSLD2.1 Alignment (Clause LD5.2.2)**

The pipes shall be laid to the lines and gradients as indicated on the Drawings.

#### **PSLD2.2 Manholes, Chambers, etc. (Clause LD5.6)**

Manholes, chambers and the like shall be constructed in accordance with the details shown on the Drawings and not as shown on the Figures contained in SABS 1200LD.

#### **PSLD2.3 Erf Connections**

Erf connections must be constructed according to the detail drawings. Connections must be installed to 1m inside the erf boundary.

### **PSLD3 TESTING**

#### **PSLD3.1 Tests and Acceptance/Rejection Criteria (Clause LD7.2)**

Prior to any air or water test, the interior of each pipeline section between two points of access shall be inspected throughout its length with a mirror and a source of light, so that

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when looking into the pipe at one point of access (with the aid of the mirror if necessary) and placing the light source at the other point of access, a full circle appears to the observer and the pipe section shall be seen to be unobstructed.

All pipeline sections, which fail to pass this test shall be cleaned, re-laid or repaired and re-tested as before by the Contractor, to the satisfaction of the Engineer, all at the Contractor's expense.

Manholes shall be tested for water tightness by filling the manhole with water up to cover level and left standing for 1 hour. After 1 hour the water level is topped up and the drop in water level over the next hour measured. The maximum level drop over 1 hour shall not exceed 20mm.

#### **PSLD4 MEASUREMENT AND PAYMENT**

##### **PSLD4.1 Back Drop**

Back drops will be measured per number. The cost of construction for the back drops will include the additional excavation and the supply and join of the pipe fittings and special pieces.

The rate shall include the additional excavation, backfill, supply and join of pipefittings and special pieces as well as the concrete encasing thereof.

##### **PSLD4.2 Erf Connections**

Erf connections shall be measured in number for different main pipeline diameters irrespective of the depth of the connection. A connection will consist of a 110mm diameter Y-junction of the appropriate main line diameter, a 110mm 45° bend and a nominated length of 1m 160mm diameter pipe with an end cap.

The rate shall include the supply of all materials (excluding concrete encasement) as well as the cost for excavation, bedding and backfill of the complete connection.

The cost for supplying erf connection longer than the nominated 1m length shall be measured separately under an irregular pipework item. The rate for the excavation and backfill shall be measured under the excavation items in Earthworks (Pipe Trenches).

##### **PSLD4.3 Test of Manholes**

Testing of manholes shall be included in the relevant rates for construction of the manhole and shall include water and all equipment required for pipe closures, filling with water and draining of manhole after completion of test.

##### **PSLD4.4 Test of Pipes**

Testing of pipes shall be included in the relevant rates for lay and bed and shall include water and all equipment required for visual and pressure tests.

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## **PSLE STORMWATER DRAINAGE**

### **PSLE1 MATERIALS**

#### PSLE1.1 Culvert Units and Pipes (Clause LE3.1)

Precast concrete pipes shall be Class 100D in accordance with SABS 677. All pipes shall have spigot & socket interlocking joints. The positions and sizes of the various pipes shall be as indicated on the Drawings.

#### PSLE1.2 Filter material

Bidium Grade A3 geotextile material or similar are prescribed for pipe joints underneath the roads.

#### PSLE1.3 Manholes, Catchpits and Accessories (Clause LE3.4)

Manholes, catchpits, connection boxes and the like shall be constructed of the materials as shown on the Drawings and not as shown on the Figures contained in SABS 1200LE.

### **PSLE2 CONSTRUCTION**

#### PSLE2.1 Culverts and Pipes

Culverts and pipes, except underneath the roads, will be installed with open joints to act as a subsoil drain. A 300mm wide strip of geotextile must be placed over the joints and fixed as shown on the drawings. Lifting eyes in culverts and pipes must be sealed with suitable dagha after installation.

#### PSLE2.2 Manholes, Catchpits and Accessories (Clause LE5.5)

Manholes, draw boxes and the like shall be constructed in accordance with the details shown on the Drawings and not as shown on the Figures contained in SABS 1200LE.

Subsequent to installation, all manhole and catch pit covers shall be cleaned and treated with one coat of approved bitumen paint.

### **PSLE3 MEASUREMENT AND PAYMENT**

#### PSLE3.1 Supply and Lay Concrete Pipes (Clause LE8.2.1)

The storm water concrete pipes shall be measured and paid per linear metre. The rate shall include the supply and laying of the pipes, inclusive of couplings and waste.

#### PSLE3.2 Manholes, Catchpits, Connection Boxes and the Like (Clause LE8.2.8)

Manholes, catchpits, connection boxes, draw boxes and the like shall be measured per unit for the various types and sizes as per Clause LE8.2.8 but the rates shall also include all excavations and backfilling required in connection therewith.

## **PSME SUBBASE**

### **PSME1 MATERIALS**

#### PSME1.1 Physical Properties (Clause ME3.2.1)

##### Asphalt Surfacing

The regional factor for the area of the works is 0,4. The minimum CBR for the sub base material thus is 45%. A sample of the material must be present before the material is brought onto site. Only sub base material of broken stone with a G5 classification is acceptable.

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Segmented Paving Surface

The Sub base layer must be chemically stabilised and must adhere to the requirements of a C4 classification. Material must be broken stone with a G5 classification. The design must be done by an approved laboratory and the cost must be covered in the rate for placing the material.

**PSME2 CONSTRUCTION**

PSME2.1 Thickness of Sub base (Clause ME5.4)

Asphalt Surfacing

The sub base layer shall have a thickness of not less than 150mm compacted in position. Compact to the density as indicated on the Drawings.

Segmented Paving Surface

The sub base layer shall have a thickness of not less than 200mm compacted in position to 97% Modified AASHTO maximum density.

PSME2.2 Placing

Before placing the sub base the contractor must ensure that the under laying layer comply with the requirements of G7 material.

**PSME3 MEASUREMENT AND PAYMENT**

PSME3.1 Construct Sub base Course with Material from the Commercial Services (Clause ME8.3.1)

The rate must cover the cost of the items as set out in Clause 8.3.1. Note that the rate also makes provision for compaction tests on the sub base layer.

PSMF BASE

PSMF1 MATERIALS

PSMF1.2 Physical Properties (Clause MF3.2)

Only base material of broken stone with a G4 classification is acceptable.

PSMF2 CONSTRUCTION

PSMF2.1 Thickness of Base (Clause ME5.4)

The base layer shall have a thickness of not less than 150mm compacted in position. Compact to the density as indicated on the Drawings.

PSME3 MEASUREMENT AND PAYMENT

PSMF3.1 Construction Base Course with Material from the Commercial Services (Clause ME8.3.1)

The rate must cover the cost of the items as set out in Clause 8.3.1. Note that the rate also makes provision for compaction tests on the base layer.

**PSMH ASPHALT BASE AND SURFACING**

**PSMH1 SCOPE**

PSMH1.1 Type of Asphalt (Clause MH1.1) \_\_\_\_\_

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The wearing course shall be a hot-mix continuously graded asphalt premix.

**PSMH2 MATERIALS**

PSMH2.1 Prime, Curing and Tack Coats (Clauses MH3.1, 3.2 and 3.3)

The prime coat required for the base course layer shall be grade MC-30 cutback bitumen in accordance with SABS 308.

**PSMH3 CONSTRUCTION**

PSMH3.1 Prime on Tack Coats (Clause MH5.2)

The rate of application of the prime and tack coats for the Works shall be 0,7l/m<sup>2</sup>.

**PSMH4 TOLERANCE**

PSMH4.1 Dimensions, Levels, Etc.(Clause MH6.3)

The width and thickness of the wearing course shall be in accordance with the details and dimensions indicated on the Drawings.

**PSMH5 MEASUREMENT AND PAYMENT**

PSMH5.1 Rates and Application (Clause MH8.1)

The tendered rates and prices shall be based on the specified application rates.

PSMH5.2 Asphalt (Clause 8.4.2)

The asphalt surfacing shall be measured in square meter for the nominated prescribed thickness and no variations will be measured. The rate must include the supply, transport, placing, compaction and control tests.

**PSMJ SEGMENTED PAVING**

**PSMJ1 MATERIALS**

PSMJ1.1 Class and Type (Clause MJ3.1.2)

Paving to be 80 mm, 35MPa Segmental block paving type S-A. Colour to Engineers specification.

Concrete block paving to comply with the Specifications as set out by the Concrete Masonry Association, Publication ISBN-0-620-05721-2, second addition.

PSMJ1.2 Joining Sand (Clause MJ3.3)

The sand shall be free of all soluble salts or contaminants likely to cause efflorescence or staining.

PSMJ1.3 Infill Mortar

Where infill mortar is required, such mortar shall be a cement mortar having proportions of 1:3 portland cement to sand, of good quality mortar sand as per SABS 1200G.

**PSMJ2 CONSTRUCTION**

PSMJ2.1 Handling and Stacking of Blocks

The Contractor shall handle, lift and stack the blocks in such a way that they do not become discoloured and are protected from damage.

PSMJ2.2 Sand Bedding (Clause MJ5.3)

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An approved weed killer shall be applied before the sand bedding is placed.

PSMJ2.3 Laying of Units (Clause MJ5.4)

Concrete Blocks to be laid in herringbone pattern.

Areas requiring infilling, which exceed 25% of a full block size shall be filled with closure units of special size or cut or part units split from whole units using a mechanical or hydraulic guillotine or angle grinder. Infill areas constituting less than 25% of a full block area and of 25mm minimum dimension shall be filled with concrete. Smaller areas shall be filled with infill mortar.

PSMJ2.4 Joint Filling (Clause MJ5.7)

During the filling of the joints an approved weed killer shall again be applied together with the sand.

**PSMJ3 TOLERANCES**

PSMJ3.1 Permissible Deviations and Final Surface (Clause MJ6.2)

The final surface shall present a neat appearance without rough patches, cracks, bleeding, sand deficiencies or other surface defects. The height of all drainage works and kerbing shall be adjusted accurately to the final surface.

**PSMK KERBING AND CHANNELLING**

**PSMK1 MATERIALS**

PSMK1.1 Materials, Shape and Dimensions (Clause MK3)

The materials used for kerbing or channelling and the shape and dimensions thereof shall be as indicated on the Drawings.

PSMK1.2 Expansion Joint Sealant (Clause MK3.5)

No sealant is required for kerbing.

PSMK1.3 Bedding Material (Clause MK3.9)

The bedding material used for kerbing and channelling shall be as indicated on the Drawings.

**PSMK2 CONSTRUCTION**

PSMK2.1 Bedding (Clause MK5.1 and MK5.2)

Bedding shall be constructed to the dimensions and details as shown on the Drawings and the excavations shall allow for the placing of the bedding as indicated.

**PSMK3 TOLERANCES**

PSMK3.1 Tolerances of Kerbing, Channelling and Chutes (Clauses MK6.1 and MK6.2)

The Degree of Accuracy of II is required.

**PSMK4 TESTING**

PSMK4.1 Costs of Testing (Clause MK7.3)

All costs of preparing test specimens, testing and making good shall be borne by the Contractor irrespective of whether the test samples comply with the requirements of the Specification, or not.

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### 3.4.2 PART A: STANDARD SPECIFICATIONS BUILDING WORKS

#### GENERAL

- a. This document is to be read together with all relevant Architects and Engineers drawings, specifications and schedules.
- b. All details and dimensions shown on drawings are subject to confirmation on site and during construction.
- c. Any discrepancies and clarifications required to be reported to the Architect / Engineer prior to commencement of any work
- d. All materials herein specified are subject to availability. Where any materials are not readily available, the contractor shall have the right to use the nearest similar material available within the cost price allowance, subject to final approval of the Architect / Engineer
- e. The application of the National Building Regulations: All work shall be executed according to the latest edition of South African National Standard 10400 (SANS 10400-A)

Part A: General principles and requirements  
Part B: Structural design  
Part C: Dimensions  
Part D: Public safety  
Part E: Demolition Works  
Part F: Site Operations  
Part G: Excavations  
Part H: Foundations  
Part J: Floors  
Part K: Walls  
Part L: Roofs  
Part M: Stairways  
Part N: Glazing  
Part O: Lighting and ventilation  
Part P: Drainage  
Part R: Storm water disposal  
Part S: Facilities for persons with disabilities  
Part T: Fire protection  
Part V: Space heating  
Part W: Fire installation  
Part XA: Energy Usage

#### 1. CIVIL AND STRUCTURAL SPECIFICATIONS - ROADWORKS, BUILDING FOUNDATIONS, CONCRETE FLOOR AND ROOF SLABS

##### GENERAL NOTES

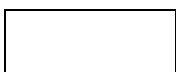
SANS 1200 Specifications for Civil Engineering Construction are applicable to all materials and workmanship. The engineer's drawings and specifications should be read in conjunction with the architects Specifications and Drawings and vice versa. Any discrepancies and clarifications required to be reported to the Architect / Engineer prior to commencement of any work

##### a. FOUNDATIONS

- Excavations and founding for foundations must be approved before casting concrete.
- Concrete for foundations must be a minimum MPa strength as directed by Structural Engineer
- Top of strip footings to be at least 300mm below NGL.
- Brickwork to be concrete filled up to NGL with 30MPa concrete to engineers detail.

##### b. LOAD BEARING BRICKWORK

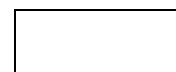
- External walls to be 280mm brickwork in Class 1 mortar.
- Pre-cast pre-stressed concrete lintels above all internal & external openings with a minimum of 150mm bearing on either side
- Allow for stepped DPC to outside & around all new openings.
- Structural brickwork to be according to SABS 0164 specifications and SANS10400 regulations and laid accordingly.
- Mortar for structural brickwork – "Class 1" (10 MPa).
- Bricks for structural applications must have a minimum nominal compressive strength to SANS 10400 regulations.
- "Brick-force" to be placed in every third layer of all load bearing brickwork.
- The top load bearing brickwork must be leveled with a 1:4 mortar and steel trowelled.
- **Bricks throughout to be best quality selected bricks**



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- **Brickwork is to be built to a gauge of 4 courses to 340mm height. No wall is to be built more than 1360 higher than the adjoining work at any stage except where shown on drawings.**
  - **The joints of all walls to be plastered must be raked out as the work proceeds to form a key.**
- c. CONCRETE AND RELATED WORK**
- Concrete work must be done in accordance with SABS 1200G and SABS 0100 specifications.
  - No reinforced or unreinforced concrete may be cast before the engineer has approved excavations and/or shuttering and reinforcement.
  - No construction joints may be formed without the engineer's and architect's approval and detail.
  - All concrete columns to have a cube strength of 35 MPa or as directed by the Engineer
  - All other structural concrete to have a cube strength of 25 MPa or as directed by the Engineer
  - For all reinforced concrete the contractor is responsible for maintaining the steel in position with approved spacers.
  - Concrete cover as directed by the Engineer
    - To foundations - 75mm
    - To longitudinal bars in columns 40mm
    - To longitudinal bars in beams 25mm (or Ø of thickest bar)
    - Slabs, walls and ribs 20mm (or Ø of thickest bar)
    - Concrete exposed to weather 50mm
  - The positions of walls or any loads affecting the slabs are not to be changed without the engineer's approval.
  - No brickwork may be built on propped concrete.
- d. GROUND FLOOR CONCRETE SLAB**
- To Engineers detailed requirements
  - Finish as on plan on 25mm min screed (where indicated) on surface bed (30MPa/19mm stone or as directed by the Engineer) over 250 micron DPM on 50mm sand blinding layer on well compacted fill.
- e. ROOFS (CONCRETE)**
- To Engineers detailed requirements

**2. GENERAL BUILDING SPECIFICATIONS**

The application of the National Building Regulations: All work shall be executed according to the latest version of the South African National Standard 10400 (SANS 10400-A)

**a. SCREEDS**

- Screed thickness to be adjusted according to the intended finish; ensure all finished levels match; confirm and co-ordinate all adjoining finishes.
- Cement to SABS 471
- Aggregates to SABS 1083
- Accuracy to SABS 0155
- A 1:3 cement/river sand mix recommended.
- Joints in sand-cement screeds should be minimal.
- Lay screeds in panels as large as possible in one operation.
- For granolithic screed a mix of 1:1:1 stone chips of maximum 10mm / concrete sand / cement is recommended.
- Granolithic screed to have a strength of 40Mpa after 28 days.
- **Laying of screeds :**
- Ensure all piped services are in position.
- Plaster reinforcing to be fixed over service pipes.
- Ensure the base concrete to be hard and strong, free of cracks and reasonably accurate.
- Clean the surface by chipping if necessary.
- Wet if concrete is excessively porous and absorptive.
- Brush a 1:1 cement / sand slurry over surface.
- Before slurry coating has set, spread the mix, ram, compact, screed and lightly trowel to thickness of 25mm varying +15 – 10mm.
- Leave finish undisturbed for about 1 hour, remove bleed water and laitance on the surface, and steel trowel until the desired texture is obtained.
- Mechanical compaction recommended using power-operated equipment such as vibrating screed

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boards.

- **Existing screeds (if any):**

- If concrete is existing or relatively old an acrylic bonding agent should be added to the slurry.
- In such instance the screed must be cleaned with a high pressure hose and primed with an acrylic bonding agent before applying the slurry with a compatible bonding agent mixed into the slurry.
- Chip the existing surface removing all loose and defective materials and flaky elements.

- **Screed Finishes:**

- For screeds to accept tiles or carpet, the surface must be finished with a textured surface by brushing with a broom or floating with a wood trowel only.
- Cure the finish for at least 5 days by ponding water on the surface covering with sand that is kept moist, or with polyolefin sheeting.
- Alternative patented curing compounds, used strictly in accordance with the manufacturer's specifications can be used to cure screeds.
- Architect can request that the strength of the screed be tested after 28 days with a "BRE screed tester".

- **Accuracy of screeds:**

- Deviation from datum level:  $\pm 15\text{mm}$
- Surface regularity - Maximum permissible deviation from 3m long straightedge in any direction to be no more than 5mm.

- **Joints in screeds:**

- Provide joints between bays, over joints in surface beds on ground filling, against walls, columns or other fixed objects, over centres of any main supporting beams that occur below the finish, and against timber thresholds.
- Joints must extend through the full thickness of the finish.
- Screeds laid in large areas may crack, but this is more acceptable than curling at edges of small panels.
- Arris- round the top edges of the joints where the screed is not to be covered.
- NO dry cement to be added at any stage
- Do not trowel too soon, and avoid over-troweling
- 30mm Cement : River Sand screed on concrete slab Wood troweled to accept floor tiles to specification Cut knife joints in to architect's layout and approval
- Cut knife joints in to architect's layout and approval
- Protect surface against drying out for at least 3 days.
- The contractor should allow for the preparation of sample panels for approval of colour and quality. Architect to approve.

**External (insulation) Concrete Roof Screed:**

- Screedlite and Flex-e-Guard.
- Apply CemteQ Screedlite as per the manufacturers specification.
- Apply 3 coats of Flex-e-guard in accordance to the manufacturers specification to the Screedlite.

**b. PLASTER WORK**

- Cement to SABS 471
- Lime to SABS 523
- Aggregates to SABS 1090
- Accuracy to SABS 0155
- All chased pipe work and service outlets to be finished before commencing with plastering.
- Plaster reinforcing to be fixed over chased pipe work, at least 100mm wider than the chased groove, before commencing with plastering.
- All surface to be clean and concrete surfaces to be to be slushed with a river sand / Cement & acrylic bonding agent grout to form a key for the plaster.
- Remove all protruding elements (nails, uneven protrusions from stock bricks, redundant pipes etc.) before commencing with plastering.
- Wet all surfaces directly before plastering is commenced.
- Form knife joints through full plaster thickness over movement- and construction joints.
- Protect surface against drying out for at least 3 days.

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- After floating and troweling with wood trowel, the plaster must be cured with a wet sponge to eliminate shrinkage cracking and trowel marks.
- When troweling with a steel trowel the surface must be protected from direct sunlight and wind to prevent shrinkage cracks.
- Ensure consistency in plaster sand colour and texture.
- To achieve a textured surface suitable for tiling 1 portion of the sand to be replaced with river sand and surface must be finished with a wood trowel without curing with a sponge. The rougher aggregate will leave a grooved, textured surface.

- **FINISH**

- 12 – 20mm thick 1:5 wood floated plaster to masonry, floated and wood troweled to smooth and even finish suitable to accept paint to specification.

**Note** - Contractor must verify paint manufacturer's specifications and requirements regarding curing and surface preparation prior to commencing with plaster work. See section for Painting for paint specification.

- 10 – 15mm thick 1:5 wood floated plaster to concrete ( walls, ceilings of reinforced slabs, pre-cast elements), floated and wood troweled to smooth and even finish suitable to accept paint to specification.
- 12 – 20mm thick 1:5 wood floated plaster to leave textured finish to accept tiles to specification. For height of tiled areas see tiling section in this document and see detail bathroom layout drawings. Also see section under tiling and damp proof membranes.

Note waterproofing : External Wall cement plaster (including Approved moisture repellent additive- CONCRIM)

**c. CEILINGS**

- Underside concrete slab skimmed with crestone and sealed 2 coats approved sealant.
- Plaster / skim ceilings before plastering walls.

**d. WINDOWS & DOORS**

- All glazing areas of doors and windows to comply with SANS 10400 Part N: Glazing
- Safety glazing to be used as indicated on Door & Window Schedules.
- Aluminium doors & windows powder coated finish. Colours are to be confirmed after samples are presented..

**e. PAINT WORK**

An approved specialist should be appointed to prepare sample panels of various methods and products. Technique and coloring to be to architect's approval.

All paint work to be done in strict accordance to manufacturer's specifications. If the paint manufacturer offers a guarantee, it will be ceded to the client.

It will be the contractor's responsibility to ensure that all conditions are met to qualify for the manufacturer's guarantee.

Products similar or equal approved to "Plascon"/"Midas"/ "Dulux" standards will be accepted unless otherwise approved and only if the guarantee is available.

If the choice of manufacturer have been approved by the architect the contractor will ensure that the manufacturer issue a written specification sheet stipulating the conditions of the sale and guarantee.

Only one manufacturer's products will be allowed on site.

Finishing coat product and base coat products must be supplied by the same manufacturer.

- Walls plastered and prepared for painting and finishes as per Schedules
- Interior - (Colour: TBC - u/c & 2# coats PVA)

Trade names:

The 'Plascon' product has been used as a standard. Similar or equal to be approved by Architect

INSIDE: Primer for plaster, Acrylic PVA under coat, 2 coats 'Plascon Double Velvet' or similar approved. All paint work strictly to manufacturer's specifications. Colour to architects approval

OUTSIDE: Primer for plaster, Acrylic PVA under coat, 2 coats 'Plascon Wall & All' or similar approved. All paint work strictly to manufacturer's specifications. Colour to architects approval

Primer for plaster, Acrylic PVA or similar approved under coat, 2 coats 'Plascon Polvin' Super acrylic PVA

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All paint work strictly to manufacturer's specifications. Colour to architects approval

Acrylic PVA under coat, 1 coat 'Plascon Polvin' Super acrylic PVA or similar approved. All paint work strictly to manufacturer's specifications. Colour to architects approval

Oil based wood primer (white), Universal under coat, 2 Coats 'Plascon Polvin' Super acrylic PVA or similar approved. All paint work strictly to manufacturer's specifications. Colour to architects approval

Oil based wood primer (white), Universal under coat, 2 Coats 'Plascon Velvaglow' or similar approved. All paint work strictly to manufacturer's specifications. Colour to architects approval

Painting Pre-cast concrete elements:

Wash with approved solvent and rinse with clean water.

Prime with cement based primer ("Cemcrete Cemcote") mixed with an acrylic bonding agent. to 'Plascon' or similar approved specifications.

Ensure in all instances that all the fat is polished off the plastered surface prior to painting

Epoxy paints should not be applied to any gypsum plaster surface

**Colour Specifications for new steel work (if any)**

Approved self-etching primer, Universal under coat, 2 Coats 'Plascon' Velvaglow or similar approved

All paint work strictly to manufacturer's specifications.

Steel to be clean and free of oil and rust

Colour to architects approval.

All steel to be delivered to site pre-primed to approval.

Approved self-etching primer, Universal under coat, 2 Coats "Coast Coat" All paint work strictly to manufacturer's specifications.

Steel to be clean and free of oil and rust

Colour to be confirmed

All steel to be delivered to site pre-primed to approval.

**Wood preservative**

Interior-Woodoc no. 10' or similar approved interior quality oil based wood preservative

Apply strictly to manufacturer's specification

Exterior -'Woodoc no. 30' or similar approved exterior quality oil based wood preservative

Apply strictly to manufacturer's specifications

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### Stone Preservative

An approved specialist should be appointed to prepare sample panels of various methods and products. Technique and colouring to be to architect's approval.

All natural stone or untreated clay products to be sealed with approved silicon oil.  
Apply strictly to manufacturer's specifications.

### f. TILING

- Full body porcelain tiles fixed to floor screed with approved tile cement; 6mm joints grouted with approved tile grout.  
Spec, pattern and colours to architects layout and approval;  
Where tiles join on corners corner to be either mitred or finished with an approved edging strip by 'Genesis' or approved equal; Tiling contractor to confirm with architect where to place cut tiles
- Unglazed porcelain tiles fixed to wall with approved tile cement; 6mm joints grouted with approved tile grout  
Spec, pattern and colours to architects layout and approval;  
Where tiles join on corners corner to be either mitred or finished with an approved edging strip by 'Genesis' or approved equal; Tiling contractor to confirm with architect where to place cut tiles

Provide approved expansion joint strips in tiling along construction joints in screed and surface beds. ('Genesis' jointing strips or approved equal)

All thresholds and joints between floor finishes to detail.

Construction joints to engineers requirements cast into surface beds to be according to architect's details and layout. Joints in screeds to be cut through depth of screed and to line up with joints in surface beds.

Approved cement based waterproofing with 300 wide polypropylene membrane in all corners.

Apply strictly to manufacturer's specification on walls and floors of tiled showers before tiling. (Approved trade names – 'Sikaflex', 'Cemflex' or 'Permastop')

Tiling finishing technique and application as per suppliers specification to Architects approval.

### g. DAMP PROOF MEMBRANES

- Cement based waterproofing on concrete roof
- Cement based waterproofing compound applied strictly to manufacturer's specifications ('Derbigum' or other approved)
- Specification to be approved by architect before commencing with work.
- Ensure surface is clean and free of dust and any loose particles.
- Clean surface with a high-pressure hose if required.
- Remove damaged and flaky section in screed and patch to approval.
- Prime surface with slurry.
- All cement-based products require curing and protection against sun and wind while drying.
- Consult with manufacturer for the correct curing procedures or compounds if required.

Approved 4-6mm reinforced bituminous torch-on waterproofing membrane:

- All to be executed by approved contractor providing a minimum guarantee of 10 years.
- When screeding or tiling over, special bonding agents should be used in conjunction with non-cement based flexible tile cement. Consult manufacturer of membrane for detail specifications and the correct additives and bonding agents suitable for use with the membrane.
- The membrane manufacturer should be properly briefed on the exact conditions where the membrane is to be used.
- Architect to approve specification and contractor before contractor commences with work.

### h. WINDOW SILLS: (Internal & External)

Plastered with additive CONCRIM (waterproof cement mortar) for tile finish.

### i. SKIRTINGS AND CORNICES

-Refer Schedules

### j. SANITARYWARE

-Sanitaryware range (basin, toilet pans) to Sanitaryware Schedule.

-All service pipes to be concealed in walls and insulated with 40mm mineral fibre wool.

### k. PLUMBING

-All work to be by registered plumbers and in accordance with SANS 10400-A 2010 (Part P&Q).

-Plumbing certificate to be issued on completion of work.

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**I. ELECTRICAL**

-All work by registered electrician, layout according Electrical Plan and Engineers specification

**m. SECURITY**

-Electronics and cameras as specified on Drawings

**n. EXTERNAL PAVING**

Finishes as indicated on plan.

**o. STONWORK (nil)**

**p. MECHANICAL VENTILATION & AIR CONDITIONING**

-To Engineers Drawing specification

**q. FIRE PROTECTION**

-DCP Fire extinguishers

**r. RAMPS AND FACILITIES FOR PERSONS WITH DISABILITIES**

-Gradients in accordance with SANS 10400-A 2010 (Part D & Part S)

**s. ENERGY**

-All external glazing according to SANS 10400-A 2010 (Part XA)

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# THE UPGRADE OF THE R 27 ENTRANCE GATE WEST COAST NATIONAL PARK

## CONTRACT No. CI-WK-0029

### C3.5 Management

#### C3.5.1 Particular specifications

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

#### C3.5.2 Construction Programme and Methods

The Contractor must submit a program for each works order, time related items will only be paid in correlation to the approved program.

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

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

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

#### C3.5.3 Sequence of the works

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

- a) Excavations shall remain open for the shortest possible time.
- b) Least disruption to vehicular traffic on the parks road network.
- c) During the December builders holiday all equipment and materials shall be removed from the work areas. The contractors camp site, unless authorized by the Engineer, during this period, shall be dismantled and removed from site for the period in question. The camp shall be re-established from the third week of January onwards. No open excavations shall be allowed during this period.
- d) The sequence of works shall be programmed to ensure that during the December builders the large influx of tourist traffic over this period is not disrupted. The maximum allowable time for a STOP/GO traffic management system will be ten (10) minutes, where it is deemed necessary.

#### C3.5.4 Methods and procedures

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

- a) Normal working hours -  
Normal working hours shall be between 07h00 until 18h00 (season dependant) on weekdays from Monday to Friday and from 07h00 until 13h00 on Saturdays. Note that the parks access gates are locked after hours and the Contractor shall make provision for transporting his staff off site in good time. The park seasonal hours are;

The West Coast Park 'seasonal' hours are to be adhered to unless otherwise agreed to between the Client

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and Contractor.

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

- b) Interference with the public -  
The Contractor shall ensure that none of his staff interfere in any way with the public visiting the park and shall be courteous at all times.
- c) The maximum speed for all vehicles in the park is 40km/h, all construction vehicles must adhere to the limit.

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

#### **C3.5.5 Site usage**

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

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

#### **C3.5.6 Recording of weather**

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

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

The Engineer, together with the Employer, shall be responsible for granting the extension of time.

#### **C3.5.7 Management meetings**

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

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

The Engineer or his duly appointed representative shall be responsible for issuing of the minutes.

#### **C3.5.8 Payment certificates**

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

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

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

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

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

Where retention money is applicable to a Contract, the retention money shall be deducted on the invoice from the

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total amount for work done and then the Value Added Tax (VAT) added to calculate the total amount payable on the invoice.

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

### **C3.5.9 Finishing and Tidying**

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

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

### **C3.5.10 Occupational Health and Safety Act**

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

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

### **C3.5.11 Accommodation of Traffic**

The Contractor shall maintain close liaison with the SANParks's management regarding the proposed works on vehicular access on the parks road network.

It is a condition of this contract that no road closures will be allowed, and that traffic is accommodated at all times and all signage for roadworks is provided, in accordance with the Drawings and the requirements of Volume 2 Chapter 13 of the June 1999 edition of the South African Road Signs Manual.

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

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

### **C3.5.12 Safety and Security**

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

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

### **C3.5.13 Environmental Care**

The Contractor shall refer to the SANParks Environmental Management Plan which forms part of the Contract Specifications.

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

No constructional activities of any kind shall be permitted without the express prior written authority of the Engineer.



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Such written authority shall only be given after the Contractor has provided full details and work methods of the constructional activity he proposes and his staffs have completed the awareness programme.

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

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# Annexure A

## Health and Safety Specifications for South African National Parks

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**HEALTH & SAFETY  
SPECIFICATIONS  
FOR**

**THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST  
NATIONAL PARK**

**CONTRACT NO: CI-WK-0029**

**Date: February 2024**  
**Contact person: Zama Mkhonza**

**Address: PO Box 787  
Pretoria, 0001**  
**Tel No: (012) 426 5199**  
**Email Fax: 086 695 9139**  
**Email: [zamakhosi.mkhonza@sanparks.org](mailto:zamakhosi.mkhonza@sanparks.org)**

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

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

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

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

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

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

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

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

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

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

to the project, in particular in transport activities and project dedicated off site fabrication works.

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

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

**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.

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**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;

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"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.

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**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

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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

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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:

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- 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

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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.

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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;

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

- where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;

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- 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

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- 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.

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**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 Tunnelling**

Not applicable on this project.

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### 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:

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- 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.

- 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**

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.

**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:

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- 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**

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.

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**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

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**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

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<b>ANNEXURE A</b>
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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 Electrical Works 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, Demolition Method Statement	Client / Client Agent requirement	Before commencement on site

<b>ANNEXURE B: APPOINTMENTS</b>
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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)

<b>7. PROJECT DETAILS</b>
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PROJECT DIRECTORY:		
Client:	<b>SANParks</b> 643 Leyds Street, Muckleneuk, PRETORIA, 0001  Contact: Ms A van Wyk	Tel: (012) 426 5126  email: antionet.vanwyk@sanparks.org
Client Agent	<b>Infrastructure &amp; Special Projects,</b>  Contact: Mr Richard Williams	Tel: (021) 983 9304 / 076 334 8551  E-mail: richard.williams@sanparks.org

PROJECT DETAILS:
<b>Description of Works</b> The upgrade of the Entrance gate will include the construction of a main building with 2 Toll booths and an addition 2 entrance lanes with associated parking and bulk infrastructure services.
<b>Anticipated Construction Duration</b> 5 Months
<b>Provisional Start Date</b> August 2024
<b>Completion Date</b> Feb 2025

EXISTING ENVIRONMENT:
<b>Hazards particular to this project by virtue of location:</b> <b>Wild Animals:</b> The site is located just off the R27 highway and snakes are known in the area.  <b>Members of public and children:</b> All necessary steps to be taken to protect the public from any dangers associated with the construction works being undertaken. <b>Public Roads:</b> The use of the roads network to be carefully planned to accommodate public, tenants and traffic.
<b>Overhead, Above Ground and Underground Services crossing the site:</b> <b>Overhead:</b> Not Applicable. <b>Underground:</b> Unknown <b>Ground Level:</b> Not Applicable <b>Services Drawings available:</b> Applicable / not fully updated <b>Way leaves required:</b> Not Applicable <b>Permits required:</b> Not Applicable <b>Isolation required:</b> Not Applicable
<b>Existing structures and surrounding land use (with a significant impact on Health and Safety):</b> A portion of the site is adjacent and on to a very busy road - Workshops / Electrical Sub-station / Service Roads
<b>Existing ground conditions and ground survey report:</b> No Geo Tech report available. Ground is normal gravel with minor slopes to flat areas.
<b>Existing Traffic Systems:</b> <b>Conditions:</b> Gravel / Tar Roads <b>Restrictions to access:</b> Applicable <b>Speed restrictions:</b> Normal road restrictions: 40km/h

**PROJECT HEALTH AND SAFETY REQUIREMENTS:**

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

**Working at Heights:**

With the construction of the office building and toll booths, the Principal Contractor must ensure that all registers and scaffolding being used is according to SANS 10085.

**Accommodation of Traffic (Management Plan):**

The Principal Contractor must supply a proper and comprehensive Traffic Management Plan for the various sites within this identified scope, i.e. the Site Camp and Surrounds as well as the Work Area and Surrounds.

The Contractor must supply a method statement for traffic control regulating uninterrupted access into the Park.

**Members of the Public:**

The works is at the entrance gate to the park. The Contractor is responsible for the safety of the workers as well as the public. The Contractor will have to have sufficient warning & information signage on site to direct traffic flow pass the “barricaded works.

**Wild animals:**

There are 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:**

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

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**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**

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

**GENERAL ARRANGEMENTS**

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

**PROTECTION OF SITE AGAINST UNAUTHORISED 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) warring 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 need to be access control as well as security personnel on site at all times.

**General Fencing of Site:**

Note that construction site must be **clearly demarcated** and have controlled access point.

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

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

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

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

**HAZARDOUS SUBSTANCES**

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

- Petrol            Cement
- Diesel            Silicone
- Bitumen          Other
- Paint

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# BASELINE RISK ASSESSMENT

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**Baseline Risk Assessment Buildings**
**PROJECT: THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK – Contract No: CI-WK-0029**

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

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		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	Stacking & Storage	Fall, slip resulting in potential injury/damage	4	3	17	Construction Regulation 28(d)	Storage plan, induction training and restricted access
		Obstructing critical equipment and walkways	4	3	17	Construction Regulation 27 (a)(c)(g)	Storage plan, induction training and restricted access
		Flammable liquids catching fire	3	3	13	Construction Regulation 25(a)(b)(c)	Storage plan, induction training and fire fighting equipment
		Hazardous storage of materials	3	3	13	Hazardous Chemical Regulation(25)9A(2)	Storage plan, regular inspections
A8	Handling of chemicals and fuels	Exposure	3	3	13	Hazardous Chemical Regulation 9A(1)(a-p)	PPE
		Inhalation	3	3	13	Hazardous Chemical Substances Regulation (36)(37)(38)	
		Burns to Skin	3	3	13	Hazardous Chemical Substances Regulations 9A(2); Material Data Sheet	
A9	Temporary Low voltage Electrical installation	Exposure to live wires-electrocution	2	5	19	Construction Regulation 24(a)(b)	Lockable DB box, Inspection register
		Faulty earth leakage	2	5	19	SANS 10142	Competent person to do installation & inspection
		Short circuit causing fire	2	4	14	Construction Regulation 24(b)	Weekly inspection, Induction Training & Fire fighting equipment
A10	Issue of PPE	Incorrect PPE	4	2	12	General Safety Regulation 2(1)	PPE Register
A11	Usage of PPE	Incorrect use of PPE	4	2	12	General Safety Regulation 3(2)	PPE Register, Induction Training, supervision

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		Negligence to use PPE	4	2	12	General Safety Regulation 5	PPE Register, Induction Training, supervision
A12	Adverse storms	Struck by lightning	2	5	19	Induction Training Safe Operation Procedure	Proper warning system
A13	Adverse heat	Dehydration, Sunburn, heat stroke	3	4	18	Induction Training Safe Operation Procedure	Proper drinking water, PPE
A14	Working in excessive winds	Exposure to dust	3	4	18	Hazardous Chemical Substances Regulation (36)(37)(38)	PPE
A15	House keeping	Objects lying around can result in slip/fall	4	2	12	Construction Regulation 27(a)(b)	Regular cleaning of site
		Unhygienic conditions	3	3	13	Construction Regulation 27(d)	Induction Training
		Pollution of area	3	2	8	Construction Regulation 27(e)	Proper waste bins and waste removal
A16	Fire prevention	Open Fires	3	3	13	Construction Regulation 29(a)	SANParks EMP & Code of conduct
		Inadequate fire fighting equipment	4	3	17	Construction Regulation 29(g)(h)	Inspection register, supervision
		Run away fires	4	4	21	Emergency evacuation plan	SANParks EMP & Code of conduct
		Accidental Fires	3	4	18	Construction Regulation 29(a)(d)(iii)	Designated smoking areas
A17	Environmental pollution	Pollution of ground,air,workspace	3	2	8	Environmental Regulation 6(d)	SANParks EMP & Code of conduct
		Littering	4	2	12	SANParks Environmental Management Plan	Induction Training, Provide proper trash bins
A18	Working near hazardous animals incl snakes, spiders & scorpions	Poisons bites/ attack by large animals	3	3	13	SANParks Environmental Management Plan	Induction Training, SANParks ranger where required, Proper treatment in first aid kit
A19	Working in close proximity of water	Falling into water & drowning	3	4	18	Construction Regulation 26(1)(a)(b)	Safe work area, Induction Training, barricades
		Pollution of water body	3	4	18	SANParks Environmental Management Plan Construction Regulation 26(2)	Induction Training

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<b>Plant or vehicle &amp; equipment</b>	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
<b>Transportation</b>	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

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			Potential accident/collision	4	4	21	Construction Regulation 23(2)(g)(h)(j)	Induction Training, Reflective vests, safe work area
	C3	Towing a Trailer	Vehicle accident	4	4	21	Construction Regulations 23(e); Occupational Health and Safety Act 24(1)(c)(iii)(iv)	Awareness, trained operator
			Towing coupler failure	3	3	13	Construction Regulation 22(e)	Inspection Register
<b>Hand Tools</b>	D1	Injury Due to	Incorrect tools used	4	3	17	Hand tool register, Induction Training,	Supervision
			Defective tools	4	3	17	Safe Operation Procedure	Supervision
			Struck by flying debris	3	3	13	Safe Operation Procedure	PPE
	D2	Hand Drills	Clothing being grabbed by rotating drill	3	3	13	Safe Operation procedure, Toolbox Talks Electrical Machinery Regulations 10(3)(4)	PPE, Supervision
			Unsecured work piece rotating with drill	3	3	13		PPE, Supervision
			Shaving flying into eyes	3	3	13		PPE, Supervision
			Accidental injury	4	3	17	Electrical Machinery Regulations 10(4)	PPE, Supervision
			Electrocution	3	5	22	Electrical Machinery Regulations 10(1)(a)(b)	Tool inspection register
	D3	Angle Grinder	Cutting disc cracked and breaks	3	3	13	Safe Operation procedure, Toolbox Talks	PPE, Supervision
			Shaving flying into eyes	3	3	13	Electrical Machinery Regulations 10(3)	PPE, Supervision
			Exposure to noise	3	3	13	Noise Induced Hearing Loss Regulations (7)(1)(a)(b)(c)(d)	PPE
			Vibration	2	2	5	Safe Operation procedure, Toolbox Talks	
			Accidental injury	4	3	17	Safe Operation procedure, Toolbox Talks	PPE, Supervision
			Electrocution	3	5	22	Electrical Machinery Regulations 10(1)(a)(b)	Tool inspection register

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	D4	Other electrical portable hand tools	Electrocution	3	5	22	Electrical Machinery Regulations 10(1)(a)(b)	Tool inspection register, inspect extension cord
			Exposure to noise	3	3	13	Noise Induced Hearing Loss Regulations (7)(1)(a)(b)(c)(d)	PPE
			Vibration	2	2	5	Safe Operation procedure, Toolbox Talks	
			Accidental injury	4	3	17	Safe Operation procedure, Toolbox Talks	PPE, Supervision
			Shaving flying into eyes	3	3	13	Safe Operation procedure	PPE, Supervision
	D5	Explosive actuated fastening device	Malfunction of equipment causing injury/damage	3	3	13	Explosive Regulations 15(a)(b)	Tool inspection register, inspect extension cord
			Accidental injury	3	3	13	Explosive Regulations 15(b)	PPE, Supervision
			Accidental discharge	3	3	13	Explosive Regulations 15(a)(b)	Safety mechanism working, Store in unloaded condition
	<b>Site Clearance</b>	E1	Site/Bush Clearing	Moving machinery accident	4	3	17	Construction Regulation 23(2)(b)
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
E3		Demolition	Structure/rubble falling on person	3	3	13	Construction Regulation 14(1); 4(ii)	Induction Training, PPE, demarcate area
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE

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			Presence of lead	2	4	14	Lead Regulations (3)	PPE, Induction Training
			Presence of Asbestos	2	4	14	Asbestos Regulations (4)	PPE, Induction Training
			Hitting electrical cable - electrocution	3	5	22	Construction Regulation 24(a)	Induction training, Site map indicating existing services
			Hitting of gas line - explosion	3	5	22	Construction Regulation 14(1)(2)	Induction training, Site map indicating existing services
<b>Excavation &amp; backfilling</b>	F1	Hand Digging of holes/trenches	Injury due to defective tools	4	3	18	Construction Regulation 13(a)	Hand tool register, Induction Training
			Injury due to improper work method	4	3	18		Induction training, supervision
			Trip/fall into holes	3	3	13		Demarcate area, induction training, PPE
	F2	Machine Digging of holes/trenches	Collapse of trench	3	3	13	Construction Regulation 14(4)( iii)	Excavation inspection register by component person daily
			Collapse of adjacent structure	3	3	13	Construction Regulation 11(1)(a)	Safeguard adjacent structures
			Malfunction of machinery	3	3	13	General Machinery Regulations 2(2)	Machinery Inspection Register
			Unauthorized driver	2	2	5	General Machinery Regulations 2(1)	Trained operator, supervision, restricted access to machinery
			Unnecessary Damage to environment	3	2	9	SANParks Environmental Management Plan	Induction Training, designated work area
	F3	Tipping of material	Material falling on to person	3	3	13	Construction Regulation 23(g)	PPE, Safe Work area, Flag men
			Malfunction of equipment causing injury/damage	3	3	13		
	F4	Use of Jackhammer	Exposure to excessive noise	3	3	13	Noise Induced Hearing Loss Regulations 7(1)(a)(b)(c)(d)	PPE
			Injury due to malfunction of equipment	3	3	13		Inspection Register
			Exposure to prolonged vibration	3	3	13		
	F5	Hitting of electrical cable and services	Electrocution	3	5	22	Construction Regulation 24(a)(b)(c)	Induction training, Site map indicating existing services

Contractor

Witness for Contractor

Employer

Witness for Employer

	F6	Opening trenches	Risk of collapse	3	3	13	Construction Regulation 13(h)(l)	Stabilize trench, work permit, induction training
			Fall, slip into trench	4	3	17	General Safety Regulations 2(5)(6)	Barricade trench, PPE
	F7	Compaction	Personal Injury	3	3	13	General Safety Regulations 2(5)	PPE, Trained operator
			Collision of machinery	3	3	13	General Machinery Regulations 4(1)	Induction Training, Reflective vests, safe work area
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
	<b>Installation of pipes/cables</b>	G1	Installation of sewer/water pipes in trenches	Fall, slip into trench	4	3	17	Electrical Installation Regulations(5)(1)(2)
Exposure to hazardous biological agents				3	3	13	Hazardous Biological Agent Regulations 5(2)	Induction training, PPE
Pipe handling/lifting resulting in injury				3	3	13		Induction training, PPE
G2		Installation of electrical cable in trench	Fall, slip into trench	4	3	17	Electrical Installation Regulations(2)(1)(2)	Barricade trench, PPE
			Cable handling/lifting resulting in injury	3	3	13	Electrical Installation Regulations(2)(1)	Induction training, PPE,
			Dangerous/unsafe cable Joints	3	3	13	Electrical Installation Regulations(5)(1)(2)	Competent installer
<b>Temporary Works</b>	H1	Shoring/formwork/ Shuttering	Collapse of equipment	3	3	13	Construction Regulation 12(1)(2)	Built by competent person, PPE
			Injury during assembly/dismantling	3	3	13	Construction Regulations 12(3)(a)	Induction Training, PPE, Supervision
			Failure of equipment	3	3	13		Inspection register
			Collapse/bursting of structure	2	3	9	Construction Regulation 12(3)(c)(f)	Design of structure to be loaded to be approved by competent designer
			Inaccessibility to work area	2	3	9		Adequate safe access provided
			Fall, slip from shoring/formwork	3	3	13	Construction Regulation 10(1)(b);(2)(a)(b)	Fall Protection Plan, PPE, safety nets
			Falling material from height	4	3	17		PPE, safety nets

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Employer

Witness for Employer

<b>Concrete</b>	11	Manual Mixing	Cuts and abrasions from splinters and nails	4	2	12	Construction Regulations 12(2)	PPE
			Cement dust inhalation	3	2	8	Hazardous Chemical Substances Regulations 8(a)(b)(c)	Material Safety Data Sheet, PPE, Supervision
			Hazardous substance contact - dry cement mix	3	3	13	Hazardous Chemical Substances Regulations 9A(2); 2; and Material Data Sheet	PPE, Induction Training
			Spillage/ pollution	3	3	13		PPE, Concrete mixing sheet
	Injury during mixing/ cement burns	3	3	13		Induction Training, supervision,PPE		
	12	Concrete Mixer Machine	Poor ventilation causing ill health	3	2	8	General Safety Regulations 5(5)	PPE, additional ventilation
			Accidental injury through flying objects	3	3	13	Hazardous Chemical Substances Regulations 10(3)	Induction training, supervision
			Spillage/ pollution	4	3	17		PPE, Concrete mixing sheet
			Clothing/body parts getting caught in open pulley. V-belts ect	3	3	13		Induction training, inspection register, all moving parts covered with guard
	13	Bulk Mixing Plant	Unauthorized operation	3	2	8	Construction Regulation 20(1)(a)(b)	Competent Operator, Supervision
			Malfunction of equipment causing injury/damage	3	3	13		Inspection Register & maintenance register
	14	Concrete pumping	Cement Burns	3	2	8	Safe Operation Procedures (SOP)	PPE, Induction Training
			Accidental collision with pump	2	3	9	General Safety Regulations 2(5)	Trained operator, supervision, restricted access to machinery
			Collapse/bursting of structure	2	3	9	Safe Operation Procedures (SOP)	Design of structure to be loaded to be approved by competent designer
			Malfunction of equipment causing injury/damage	3	3	13	Safe Operation Procedures (SOP)	Inspection register
15	Exposure to Hazardous chemical substances	Exposure	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	PPE	
		Burns to Skin	3	3	13			

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			Inhalation	3	3	13		
<b>Working at heights</b>	J1	Climbing up and down equipment	Fall from equipment	4	3	17	General Safety Regulations (6)	Induction, PPE, Fall Protection plan
			Equipment used for incorrect purposes	3	3	13		Induction training, supervision
			Equipment failure resulting in injury/damage	3	3	13		Inspection register
	J2	Working on Scaffolding	Collapse of Scaffolding	3	3	13	Construction Regulation 16(1)	Competent scaffold erector, inspection register
			Person slipping/falling from scaffolding	4	3	17	Construction Regulation 16(2)	Fall protection plan, safety harnesses, barricades
			Falling objects from scaffolding causing injury/damage	4	3	17	Construction Regulation 16(1)(2)	PPE, safe work area, catch nets
			Scaffolding used for incorrect purpose	3	2	8		Induction Training, supervision
			Sharp edges causing injury	3	2	8		Eliminate or clearly mark edges
	J3	Working on Ladders	Fall from ladder	4	3	17	General Safety Regulation 13A(4)(a)(b)	PPE, safety harness, Fall protection plan
			Ladder not secure - slip	3	3	13	General Safety Regulation 13A(2)(a)(b)	Secure ladder
			Ladder damaged or substandard	3	3	13	General Safety Regulation 13A(2)(a)(b)	Ladder inspection Register
			Ladder used for incorrect purpose	3	2	8	General Safety Regulation 13A(3)(a)(b)	Induction Training, supervision
	<b>Work in Confined Spaces</b>	K1	Confined Spaces	Lack of oxygen	2	3	9	General Safety Regulations 5(1)
Intoxicating Fumes				2	3	9	General Safety Regulations 5(1)(2)(a)(b)	Respiratory masks
<b>Building Construction</b>	L1	Bricklaying	Injury due to sharp bladed tools	3	3	13	Occupational Health and Safety 8(1)(2)	PPE, Induction Training
			Fall from heights	3	3	13		PPE. Fall Protection Plan

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		Injury due to hauling of bricks	4	3	17		PPE, Induction Training
		Shards flying into eyes from breaking bricks	4	3	17		PPE, Induction Training
		Bricks falling from height	4	3	17		Safe work area, Induction Training, barricades
L2	Plastering	Falling Material onto person	3	3	13	Safe Operation Procedures (SOP)	PPE, Induction Training
		Fall from heights	3	3	13		PPE. Fall Protection Plan
		Spillage/ pollution	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	Drop sheets to be used
		Hazardous substance contact - dry plaster mix	3	3	13		PPE, Induction Training
		Dust -Ill health	3	3	13		PPE, Induction Training
L3	Painting	Unauthorized use of grinders during preparation for painting	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	PPE, Supervision
		Exposure to chemicals/ inhalation of fumes	3	4	18		PPE, Supervision
		Spillage/ pollution from paint	3	3	13		PPE, Supervision
		Flammable liquids - Accidental fire	3	4	18	Construction Regulation 25(a)(b)(c)(d)(e)(f)(g)	Proper storage facilities, Fire fighting equipment
		Improper ventilation	3	3	13		Restricted access
		Unauthorized access to flammable liquids	3	3	13		PPE. Fall Protection Plan
		Fall from heights	3	3	13		
L4	Tiling	Injury due to sharp bladed tools	3	3	13	Safe Operation Procedures (SOP)	PPE, Induction Training
		Shards flying into eyes from breaking tiles	4	3	17		PPE, Induction Training
		Exposure to chemicals/ inhalation of fumes	3	4	18	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	PPE, Supervision

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L5	Carpentry & Joinery	Injury due to sharp bladed tools	3	3	13	Safe Operation Procedures (SOP)	PPE, Induction Training
		Shards flying into eyes	4	3	17		PPE, Induction Training
		Exposure to chemicals/ inhalation of fumes	3	4	18	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	PPE, Supervision
		Injury due to hauling of material	4	3	17		PPE, Induction Training
L6	Chasing of services into brickwork	Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
		Electrocution - hitting of services				Construction Regulation 24(a)	
		Injury due to sharp bladed tools	3	3	13	Safe Operation Procedures (SOP)	PPE, Induction Training
		Shards flying into eyes	4	3	17		PPE, Induction Training
L7	Rope Access Work	Falling from height	3	3	13	Construction Regulations 18(1)(a)(b)(c)	
		Failure of equipment	4	3	17	Construction Regulations 18(2)(a)(b)(3)	
		Improper equipment	3	3	13		
L8	Roof Construction	Falling Material onto person	3	3	13	Construction Regulations 10(1)(a)(b)(c)	PPE, Induction Training
		Fall from heights	3	3	13		PPE. Fall Protection Plan
		Collapse of structure	3	3	13		Competent designer, supervision
L9	Water pipeline connections	Person coming into contact with liquid under pressure	3	3	13	Safe Work Procedure	PPE
		Exposure to thread sealant	3	3	13		PPE
		Release of pressure during pressure test	2	2	5		PPE
L9	Sewer pipeline connections	Person coming into contact with hazardous biological agents	3	2	8	Hazardous Biological Agents Regulation 4(1)(a)(b)(c);(2)(3)	PPE

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	L10	Electrical cable connections/ electrical installations	Explosion due to hazardous fumes	3	2	8	Construction Regulation 24(a)	PPE, Induction Training
			Person coming into contact with liquid under pressure	3	3	13		PPE
			Electrocution	3	5	22	Construction Regulation 24(a)(b)(d)(e)	Competent person to do installation & inspection
			Dangerous/unsafe cable Joints	3	3	13		Supervision
			Accidental switch on while work in progress	3	5	22		Apply lockout procedure before doing connections
			Inadequate material used, causing short circuit/fire	3	3	13		SABS approved material
			Short circuit can blow up when switching	3	5	22		PPE
<b>Metalwork</b>	M1	Welding and flame cutting	Unsafe flame cutting/ welding equipment	3	5	22	General Safety Regulations 9(1)(a)(b)(c)(d)	Flame cutting equipment to be fitted with flashback arrestors, supervision
			Employees not competent to perform duty	3	3	13		Supervision
			Unsafe storage	3	3	13	General Safety Regulations 9(3)	Proper storage facility
			Injury / burns to person	3	3	13	General Safety Regulations 9(5)	Burn shield in First Air Box
			Accidental fire	3	3	13		Fire fighting equipment
	M2	Steel fixing	Injuries from tie wire	3	3	13	General Administrative Regulations 8(1)(a)(b)	PPE, Induction Training
			Fall from heights	3	3	13		PPE, Fall Protection Plan
			Falling components	3	3	13		PPE, safe work area, catch nets
			Back injuries from manual handling	3	3	13		PPE, limit lifting weight
			Steel structure collapsing	3	3	13		PPE, Supervision

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<b>Road Construction</b>	N1	Bitumen Surfacing	Burns to Skin	3	2	9	Hazardous Chemical Substances Regulations 10(1)(a)(b)(f)(3)	PPE, Induction training
			Accidental Fire	3	3	13		Fire Fighting equipment, Induction Training, Emergency Plan
			Accidental spillage	4	3	17		SANParks EMP & Code of conduct
			Potential accident/collision of vehicle	4	3	17	Hazardous Chemical Substances Regulations 4(a)(b)(c)	Induction Training, Reflective vests, safe work area
			Hazardous fumes inhalation	3	3	13	Hazardous Chemical Substances Regulations 6(1)(a)(b)	PPE, Induction Training
			Hazardous Chemical Exposure	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)(b)	PPE, Material Data Sheet, induction Training
	N2	Layer Works	Potential accident/collision of vehicle	4	3	17	Hazardous Chemical Substances Regulations 14(b)	Induction Training, Reflective vests, safe work area
			Hazardous Chemical Exposure	3	3	13	Hazardous Chemical Substances Regulations 10(1)(a)	PPE, Material Data Sheet, induction Training
			Radio active exposure due to Non-destructed density testing (Radio Active)	3	3	13	Hazardous Chemical Substances Regulations 5(4)	Induction Training, PPE
			Injury due to vehicle/plant	4	3	17	Occupational Health and Safety Act 24(1)(a)(b)(c)	Induction Training, Reflective vests, safe work area
	N3	Gabions	Injury due to rock packing	4	3	17	Occupational Health and Safety Act 24(1)(c)(ii)	PPE, Induction Training
			Fall, slip from height	3	3	13	Construction Regulation 10(2)(a)(b)(d)(e)	PPE, Fall Protection Plan, Safe Work area
			Cuts and abrasions from sharp material	4	2	12		PPE, Induction Training
			Collapse of structure	2	4	14	Construction Regulation 10(4)(c)(ii)(d)	Design of structure to be approved by competent designer
			Falling of material onto person	3	3	13		PPE, safe work area, catch nets
	N4	Culvert placing with lifting machinery	Heavy objects swinging out of control causing injury/damage	3	3	13	Driven Machinery 18(a)	Safe work area, Induction Training, Trained operator, Lifting Plan
			Crane/lifting tackle failure causing object to fall	3	3	13	Construction Regulation 22(a)(b)(d)(e)	Inspection Register, Trained operator

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		Accidental collision with overhead power lines	2	3	9	Construction Regulation 22(a)	Assign a flag man, determine safe work area
		Lifting machine/crane falling over	3	3	13		Assign a flag man, determine safe work area
N5	Kerb laying	Bodily injury due to handling	4	2	12	Occupational Health and Safety Act 24(1)(a)	PPE, Induction Training
		Falling of kerb onto person	3	2	8		Proper offloading plan, PPE
N6	Road Construction	Risk of being struck by vehicle while working next to road	4	4	21	Occupational Health and Safety Act 24(3)(a)(b)	Traffic Management Plan, Road Signs, reflective vests, Flag man
		Failure of regulating traffic causing collisions	3	4	18		Competent person, supervision
		Injury from road users and public	4	4	21	Construction Regulations Regulations 23(1)(e)(j)	Restrict access to site, Signage
		Noise pollution	3	2	8	Noise Induced Hearing Loss Regulations 7(1)(a)(b)(c)(d)	PPE
		Inhalation of dust	3	2	8	Hazardous Chemical Substances Regulations 8(a)(b)(c)	PPE
N7	Road Marking/ Painting	Exposure to chemicals/ inhalation of fumes	3	2	8	Hazardous Chemical Substances Regulations 6(a)(b)(c)	PPE, Supervision
		Spillage/ pollution from paint	4	2	12		PPE, Supervision
		Flammable liquids - Accidental fire	3	3	13	Construction Regulation 25(a)(b)(e)(f)(g)	Proper storage facilities, Fire fighting equipment
		Unauthorized access to flammable liquids	3	2	8		Restricted access
N8	Steel Fixing (Re-bar)	Injuries from tie wire	3	3	13	Occupational Health and Safety Act 24(2)	PPE, Induction Training
		Fall from heights	3	3	13		PPE, Fall Protection Plan
		Falling components	3	3	13		PPE, safe work area, catch nets
		Back injuries from manual handling	3	3	13		PPE, limit lifting weight
		Steel structure collapsing	3	3	13		PPE, Supervision

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LIKELIHOOD RATING (L)		DESCRIPTION	FREQUENCY
5	<b>Almost certain</b>	Expected to occur in most circumstances.	Recurring event e.g. More than once per month.
4	<b>Likely</b>	The event will probably occur.	Event that may occur frequently once a year.
3	<b>Possible</b>	Might occur occasionally.	Event that may occur. Once in 3 years.
2	<b>Unlikely</b>	Could happen sometime.	Event that is unlikely to occur. Once in 10 years.
1	<b>Rare</b>	May happen only in exceptional circumstances.	Event that is very unlikely to occur.

IMPACTS					
CONSEQUENCE RATING (C)		ENVIRONMENTAL	SAFETY	HEALTH	FINANCIAL IMPACT
5	<b>Critical</b>	Permanent environmental damage to an extensive area.	Fatality. Permanent disabling injuries.	Life threatening or permanently disabling illness.	> R500,000
4	<b>Major</b>	long term environmental damage extending to a large area requiring high level intervention.	Severe irreversible damage to one or more persons. Lost time injury greater than 10 days.	Severe and irreversible health effects or disabling illness.	R100,000 - R499,000
3	<b>Moderate</b>	Short term environmental damage requiring some intervention.	Reversible injury or moderate irreversible impairment. Less than 10 days lost time.	Severe but reversible health effects. Results in lost time of less than 10 days.	R10,000 - R99,999
2	<b>Minor</b>	Short term environmental damage affecting a small area easily remediated.	Medically treated injury Does not lead to restricted duties.	Reversible health effects of concern that results in medical treatment but does not lead to restricted duties.	R1,000 - R9,999
1	<b>Insignificant</b>	Minimal environmental damage affecting a very small area immediately remediated.	Single minor injury to one person. First aid or no treatment required. No lost time.	Reversible health effects of minor concern only requiring minor medical treatment.	R0 - R999

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LIKELIHOOD							
CONSEQUENCE			1	2	3	4	5
			RARE	UNLIKELY	POSSIBLE	LIKELY	ALMOST CERTAIN
	1	INSIGNIFICANT	1	2	3	4	5
	2	MINOR	2	4	6	8	10
	3	MODERATE	3	6	9	12	15
	4	MAJOR	4	8	12	16	20
	5	CRITICAL	5	10	15	20	25

RISK RATING	RISK MAGNITUDE	RESPONSE
16 - 25	High	Immediate action required to reduce risk. Introduce hard barriers and adequate controls to reduce risk. Control hazards/ Monitor regularly. Ensure the risk has been eliminated so far as is reasonably practicable
9 - 15	Moderate	Urgent attention to improve controls & reduce inherent risks. Monitor systems controls, implement controls, or minimised in accordance with the hierarchy of controls so far as is to reduce the risk.
0 - 8	Low	Tolerable risk level. Carry out activity following review and implementation of effective risk controls in accordance with the hierarchy of controls. Ongoing monitoring and management required by employees and line supervisors to use safe working procedure

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

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INITIALS	SURNAME	DESIGNATION	CONTACT DETAILS	HIRA TRAINING	SIGNATURE	DATE
C	Jones	<b>Program Manager:</b> I&SP	021 983 9304	Yes		
R	Williams	<b>Regional:</b> Project Manager	021 983 9304	Yes		
J	Jacobs	<b>Technical Services:</b> Road Engineer	021 983 9304	Yes		
Z	Mkhonza	<b>CHSO:</b> Coordinator Compliance	012 426 5199	Yes		

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Witness for Contractor

Employer

Witness for Employer

**THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK  
CONTRACT No. CI-WK-0029**

**10. HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT**

**Contractor's Acknowledgement:**

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

Comments:

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Contractor

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Witness for  
Contractor

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Employer

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Witness for  
Employer

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**Annexure B**  
**ESTHER TO INSERT EMPR**

**Environmental Management Plan**

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## Annexure C

### Code of Conduct for working in the South African National Parks

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Employer

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Employer





**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**

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Employer

Witness for  
Employer

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

### 1. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

- 2.1 No prospecting or mining is allowed on any land forming part of a national park or protected area.
- 2.2 No person, except an employee authorised by SANParks may:
  - 2.2.1 Enter or reside in a national park without permission;
  - 2.2.2 Be in possession of an unsealed weapon, explosives, traps or poison in the park or convey the same into a park;
  - 2.2.3 Hunt or kill an animal, collect, damage or destroy a bird's nest or it's eggs;
  - 2.2.4 Purposely or negligently cause a veld fire or damage any object of geological, archaeological, historical, ethnological or of any other scientific value to SANParks;
  - 2.2.5 Bring any animal or pet into a national park or allow domestic animals to stray into a national park, if found it will be confiscated and destroyed by an official;
  - 2.2.6 Remove any animal (dead or alive) or parts thereof from the park (unless lawfully brought into the park);
  - 2.2.7 Cut down trees or remove plants from a park or in any way damage any tree, plant or seeds;
  - 2.2.8 Feed animals in national parks;
  - 2.2.9 Drive a vehicle without a licence or allow a minor to drive a vehicle under his control;

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

**3. RESPONSIBILITIES TOWARDS NATURE CONSERVATION**

- 3.1 Antiquities or objects of historical value which you may discover during your operation in a national park, are and remain the property of SANParks. These items must be handed the Park Manager or designated person as soon as possible. Any person found possession of such articles, either to keep or sell, will be liable to prosecution.
- 3.1 No firewood may be collected or removed without the permission of a Nature Conservation official. Under no circumstances will permission be granted to remove firewood from the park unless proof of sale from one of the shops can be produced.
- 3.2 Stone, sand and/or soil may not be remove from any area, unless permission has been granted by the Park Manager or designated person. These products may only be removed from sites specified by the Park Manager.
- 3.3 On request, the Park Manager or local Section Ranger will point out to the foreman, the sites allowed for removal of stone, sand and/or water for building or other purposes. No water may be taken from existing boreholes unless the Park Manager or designated person gives permission.
- 3.4 The removal, cutting down or damage to any living plant in a national park is illegal and may only be done with permission. Where the construction of roads, buildings etc. necessitates the destroying of indigenous trees, shrubs or plants, it must be kept to an absolute minimum.
- 3.5 Gravel pits must, where at all possible, not be visible from any road. After construction, these gravel pits must be rehabilitated as per contract document and/or Environmental Management Plan.
- 3.6 No animals may be killed in the park.
- 3.7 Other than SANParks employees, personnel resident in a park, but not employed by SANParks, may only kill an animal in an emergency, to protect a life or property or when specifically authorized to do so by SANParks. A report of all animals killed and the circumstance surrounding if, must be sent to the Park Manager or designated person as soon as possible.

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

**4. FIREARMS**

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

**5. LITTER**

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

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

**6. PETS**

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

**7. PERSONNEL RELATIONS**

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

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

**8. TRAVELLING TIMES AND TRANSPORT MATTERS**

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

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

**9. ROAD RULES AND SPEED LIMITS**

**9.1 Road Rules**

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

**9.2 Speed limit for personnel**

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

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

**10. CONTROL AT ENTRANCE AND REST CAMP GATES**

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

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

**Fire-break and patrol roads**

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

**12. GUEST PRIVILEGES**

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

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

**13. GENERAL DISCIPLINE**

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

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

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- 13.11 Introduce, brew or be in possession of alcohol.
- 13.12 Be in possession of habit forming drugs.
- 13.13 Be in possession of any fresh meat, especially raw venison or other animal products and, if required legally, it may not be transported out of the park without the necessary veterinary permits.
- 13.14 Hitch-hike in a national park.
- 13.15 Possess a firearm or any dangerous weapon without the necessary permission or permit.
- 13.16 Where work teams reside and work in the field, wander away from the work site or living quarters.
- 13.17 Temporary work teams (supervisors excluded) are not allowed to receive visitors in a national park.
- 13.18 It is the contractor's responsibility to ascertain the rules and regulations laid down by SANParks.

**14. MALARIA AND MALARIA CONTROL**

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

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

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

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**THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

**CONTRACT No. CI-WK-0029**

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**Part C4: Site Information**

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# THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK

## CONTRACT No. CI-WK-0029

### C.4: Site Information

#### C4.1 DESCRIPTION OF THE SITE AND ACCESS

The Entrance Gate is sited at the West Coast National Park in the Western Cape.

This project is situated on the West Coast Gate Road approximately 150m off the National R27 road, and approximately 120km from Cape Town.

The site of the works is located within the boundaries of the West Coast national Park



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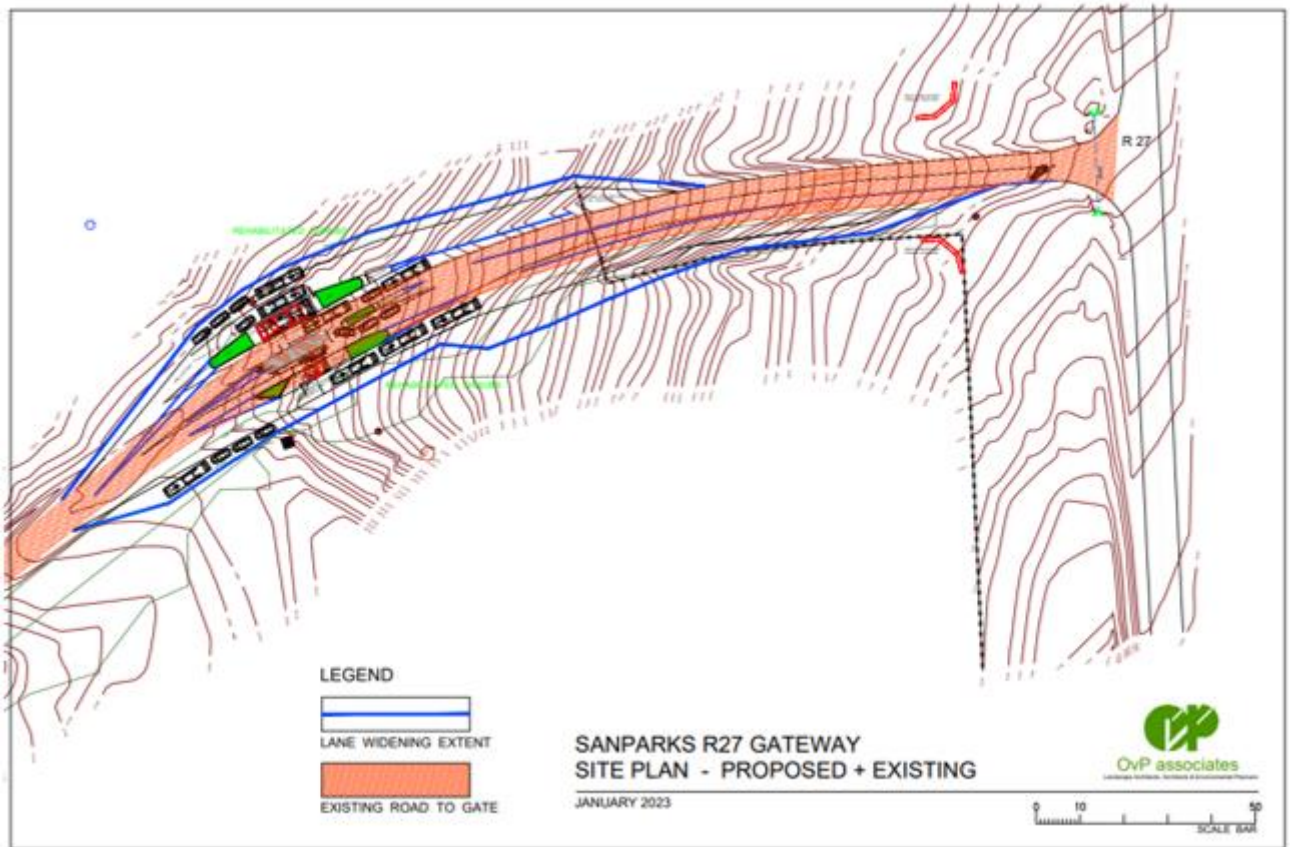
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#### C4.2 CLIMATE AND WORKING CONDITIONS

The site is situated in a typical Western Cape region where high winds and seasonal rain can be expected. Strong south-easterly winds can be expected during the summer months, and strong wet north-westerly winds in the winter months.

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**THE UPGRADE OF THE R 27 ENTRANCE GATE IN WEST COAST NATIONAL PARK**

**CONTRACT No. CI-WK-0029**

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**Part C5: Drawings**

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