



South African
NATIONAL PARKS

SOUTH AFRICAN NATIONAL PARKS

**CONSTRUCTION OF 10 NEW FAMILY CHALETS FOR
LENDLOVU LODGE PHASE ONE – ADDO ELEPHANT NATIONAL
PARK**

CONTRACT NO: CI-AD-0052

TENDER DOCUMENT

March 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:

**Construction of 10 New Family Chalets for Lendlovu Lodge Phase One
Addo Elephant National Park**

CONTRACT No. CI-AD-0052

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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.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

1: The Tender

For Advertisement

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Part T1: Tendering procedures

For Advertisement

Contractor

Witness for Contractor

Employer

Witness for Employer

**SBD1
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICA NATIONAL PARKS			
BID NUMBER:	CI-AD-0052	CLOSING DATE:	13 May 2024
		CLOSING TIME:	10:00
DESCRIPTION:	The Construction of 10 New Family Chalets at Lendlovu Lodge – Phase One Addo Elephant National Park		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
Location of tender box:	Reception, Main Rest Camp, Addo Elephant National Park.		
Physical address:	Addo Main Rest Camp, Addo Elephant National Park (off the R355 road).		
Identification:	Contract No. CI-AD-0052: Construction of 10 New Family Chalets at Lendlovu Lodge, Addo Elephant National Park, Eastern Cape		
T1.1: Tender Notice and Invitation to Tender			
The South African National Parks invites tenders for Construction of 10 New Family Chalets at Lendlovu Lodge – Phase One, Addo Elephant National Park, Eastern Cape			
<u>ELIGIBILITY</u>			
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:			
<ul style="list-style-type: none"> • Contractors who have a CIDB contractor grading designation of 7 GB or 6GBPE or Higher, and • Joint ventures are eligible to submit tenders provided that: <ul style="list-style-type: none"> (i) Every member of the joint venture is registered with the CIDB; (ii) The lead partner has a contractor grading designation in the 7 GB or 6GBPE or Higher class of construction work; and (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 7 GB or 6GBPE or Higher class of electrical construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. • Only tenderers who comply with the following are eligible to submit tenders: <ul style="list-style-type: none"> (i) Have the required and valid CIDB grading stated. (ii) Achieved the minimum score for Functionality (iii) Tenderer is not listed in the Register of Tender Defaulters and prohibited from doing business with the public sector. (iv) The tenderer has not abused the Employer's supply chain management system (v) The tenderer has not failed to perform on any previous contract with the employer. 			
2) Functionality Criteria:			
Tenderers are required to score a minimum of 17 points out of a possible 24 points (i.e. 70 %) in order to be responsive: Tender Data, of the proposed functionality criteria and point system for evaluation.			

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The following functionality criteria apply:

- (a) Construction experience (Maximum 20 points)
- (b) Technical Expertise (Maximum 4 points)

Tenders who fail to meet the minimum threshold shall be declared non-responsive and subsequently rejected.

(a) Construction experience in buildings (Maximum 20 points)

Company Experience – in Contracts of similar nature or value R 10 Million to R 20 Million (4 points)

Company Experience – in Contracts of similar nature or value >R 20 Million (8 points)

(b) Technical experience in buildings (Maximum 4 points)

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

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

(c) Locality Criteria

Points will be awarded for the location of the contractor in proximity to the site.

FUNCTIONALITY SCORING SCHEDULE <i>(indicating maximum points)</i>			
3.1	Company Experience in Contracts of Similar Nature		
	Quality Criteria	Sub-criteria	Maximum number of points
	• Construction Contracts of value between R 10 million and R 20 million, inclusive of VAT	1 point per contract	4
	• Construction Contracts of value exceeding R 20 million	2 points per contract	8
Maximum possible score for quality – Company Experience			12
3.2	Technical Expertise: (a) Qualifications and (b) Experience		
	• Contracts Manager who has a minimum of 10 years construction experience	4 points	12
	• Site Agent who has a minimum of 5 years construction experience	4 points	
	• Site Foreman who has a minimum of 5 years construction experience	4 points	
Maximum possible score for quality – Technical Experience			12
TOTAL FUNCTIONALITY POINTS <i>(max. score):</i>			24

Tenders scoring less than 70% (17 points out of 24) will not be further evaluated.

Contractor

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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.

Curriculum Vitae’s (CV’s) of the Contracts Manager, Site Agent and Site Foreman that will be employed on this contract must be submitted with the tender document. The various individuals must be in the permanent or on a fixed term contract employment agreement for the tenderer 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 Engineer, his proposed change in key personnel which will have to be approved. The Client and Engineer may on their discretion reject personnel proposed by the Contractor at such time.

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.

SPECIFIC GOALS

Preferential Procurement Regulations, 2022.

The following Specific Goals forms part of this tender:

Specific Goals	Maximum number of points
1) Enterprises owned by black people	
Enterprises owned by black people with shareholding of 51% or more – provide proof of B-BBEE status level	4
2) Locality <i>(To qualify, bidder must provide / include verifiable proof of business address in the Sundays River Valley Local Municipality in the Eastern Cape Province, older than 1 year, i.e. municipal account or lease agreement including latest invoice before month of tender closing)</i>	16
• Bidders that are located with <u>Sundays River Valley Local Municipality</u>	16
• Bidders that are located with <u>Sarah Baartman District Municipality</u>	10
• Bidders that located outside the borders of Sarah Baartman District Municipality but within the <u>Eastern Cape Province</u>	8
• Bidders located <u>outside of Eastern Cape Province</u>	0
Total Points	20

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.

CONTRACT PARTICIPATION GOAL:

This contract includes a contract participation goal of sub-contracting local EME’s and QSE’s within the Sundays River Valley Local Municipality.

Contractors are required to subcontract a minimum of 10% of the contract value to EME’s and QSE’s that are 51% black owned within the Sundays River Valley Local Municipality.

The Contractor shall allow in his pricing for the implementation of the above CPG targets. The Contractor

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must also allow for the provision of monthly reports (as per the attached example) to specify their achievements with regards to the CPG targets.

Sanctions in the event of Non-Compliance

Achievement towards the tendered Contract Participation Goal (CPG) will be monitored against the individual contributions for targeted enterprises and targeted labour. Achievement shall be measured on a month by month basis against each of the individual tendered CPG targets. Penalties shall be applied as outlined hereinafter calculated according to the shortfall of each of the individual tendered CPG targets upon completion of the contract.

In the event that the Contractor fails to substantiate that any failure to achieve each individual Contract Participation Goal (CPG) relating to the tendered target goal was due to quantitative underruns, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties (P) in an amount determined in accordance with the following formula::

$$P = \frac{0.5 \times (D - Do) \times NA}{(100)}$$

Where:

D = tendered Contract Participation Goal (15) percentage.

Do = the Contract Participation Goal (percentage) which the Employer's Representative, based on the credits passed, certifies as being achieved upon completion of the Contract.

NA = Net Amount, being Tender Sum excluding VAT, contingencies, escalation, provisional sums and prime cost items.

P = Rand value of penalty payables

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

**The Interpretive Centre,
Addo Rest Camp,
ADDO ELEPHANT NATIONAL PARK**
(Situated off the R335 road between Addo and Patterson)

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

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: (021) 426 5132

Email: garret.kobe@sanparks.org

A compulsory clarification meeting with representatives of the Employer will take place at **The Interpretive Centre, Addo Main Camp, Addo Elephant National Park, Eastern Cape**, on **17 April 2024** starting at **10:00 hrs.**

Prospective tenderers who arrive later than 10h15 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.

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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.

The closing time for receipt of tenders is 13 May 2024 @ 10:00 hrs. Telegraphic, telephonic, telex facsimile, e-mail and late tenders will not be accepted.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	G Kobe			CONTACT PERSON	C Jones		
TELEPHONE NUMBER	012 426 5132			TELEPHONE NUMBER	021 983 9304		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	garret.kobe@sanparks.org			E-MAIL ADDRESS	curt.jones@sanparks.org		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
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	

Contractor

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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-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

YES NO
 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO
 DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO
 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO
 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO
 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

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.

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

SIGNATURE OF BIDDER:

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

DATE:

For Advertisement

Contractor

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Employer

Witness for Employer

**PART B
TERMS AND CONDITIONS FOR BIDDING**

- 1. BID SUBMISSION:**
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
 - 1.3. THIS BID IS SUBJECT TO THE 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 **ANNEX C OF THE CIDB STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT (AUGUST 2019)**

- 2. TAX COMPLIANCE REQUIREMENTS**
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
 - 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
 - 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
 - 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
 - 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
 - 2.6 WHERE NO TCS 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.

For Advertisement

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Contractor

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**The Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park**

CONTRACT No. CI-AD-0052

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, see www.cidb.org.za)** which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to the Tender Data.

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

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

Clause number	
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>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Construction Guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work, Drawings, Specifications, Procurement, Site Information and Annexes</p>

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C.1.4	<p>Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this tender document, please refer queries, in writing, to the contact person listed below. Under no circumstances may any other employee within the SANParks be approached for any information. Any such action may result to disqualification of a response submitted in competition to the tender process.</p> <p>Enquiries should reference specific page and or paragraph numbers, where appropriate.</p> <p>All questions/enquiries must be forwarded in writing not later than 26 April 2024 at 12:00. Questions/enquiries received after 12:00 on 26 April 2024 will not be considered.</p> <p>Name: Garret Kobe Capacity: Manager SCM : Infrastructure and Special Projects Address: PO Box 787, PRETORIA, 0001 Tel: 012 426 5132 Fax: 012 343 0351 E-mail: garret.kobe@sanparks.org</p> <p>The language for communications is English.</p>
C.2.1	<p>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:</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 7 GB or 6GBPE or Higher.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>(i) Every member of the joint venture is registered with the CIDB;</p> <p>(ii) The lead partner has a contractor grading designation in the 7 GB class of construction work; and</p> <p>(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 7GB class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations</p>
C.2.1	<p>As part of the eligibility criteria, tenderers shall further be required to satisfy the following functionality criteria and be required to demonstrate their ability to undertake the works considered to be complex and to provide proof of experience, expertise, personnel, plant and equipment to undertake work of this nature.</p> <p>Tenderers are required to score a minimum of 17 points out of a possible 24 points (i.e. 70 %) in order to be responsive: Tender Data, of the proposed functionality criteria and point system for evaluation. The following functionality criteria apply:</p> <p>(a) Construction experience (Maximum 20 points) (b) Technical Expertise (Maximum 4 points)</p> <p>Tenderers who fail to meet the minimum threshold shall be declared non-responsive and subsequently rejected.</p> <p>(a) Construction experience in buildings (Maximum 12 points)</p> <p>Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience in accurate building construction work. Tenderers are required to score a minimum of 17 points out of a possible 24 points in order to qualify for the tender.</p> <p>Tenderers who fail to meet the minimum qualifying score is not an acceptable tender and shall be declared non-responsive and subsequently rejected. The onus rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation and award of points.</p>

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

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

Quality criteria	Sub-criteria	Maximum number of points
Construction Contracts of value between R 5 million and R 20 million, inclusive of VAT	1 point per contract	4
Construction Contracts of value exceeding R 20 million	2 points per contract	8
Maximum possible score for quality		12

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

(b) Technical Expertise (Maximum 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.

Quality criteria	Sub-criteria	Maximum number of points
Contracts Manager who has a minimum of 10 years construction experience	4 points	4
Site Agent who has a minimum of 5 years construction experience	4 points	4
Site Foreman who has a minimum of 5 years construction experience	4 points	4
Maximum possible score for quality		12

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

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

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.

Contractor

Witness for Contractor

Employer

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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.						
C.2.12	No alternative proposals will be accepted.						
C.2.13.2	Telephonic, telegraphic, telex, facsimile or e-mailed 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	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: <table border="1" style="margin-left: 40px;"> <tr> <td>Location of tender box:</td> <td>Reception, Main Rest Camp, Addo Elephant National Park.</td> </tr> <tr> <td>Physical address:</td> <td>Addo Main Rest Camp, Addo Elephant National Park (off the R355 road).</td> </tr> <tr> <td>Identification details:</td> <td>Contract No. CI-AD-0052: The Construction of 10 New Family Chalets, Lendlovu Lodge – Phase One at Addo Elephant National Park.</td> </tr> </table>	Location of tender box:	Reception, Main Rest Camp, Addo Elephant National Park.	Physical address:	Addo Main Rest Camp, Addo Elephant National Park (off the R355 road).	Identification details:	Contract No. CI-AD-0052: The Construction of 10 New Family Chalets, Lendlovu Lodge – Phase One at Addo Elephant National Park.
Location of tender box:	Reception, Main Rest Camp, Addo Elephant National Park.						
Physical address:	Addo Main Rest Camp, Addo Elephant National Park (off the R355 road).						
Identification details:	Contract No. CI-AD-0052: The Construction of 10 New Family Chalets, Lendlovu Lodge – Phase One at Addo Elephant National Park.						
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.						
C.2.16	The tender offer validity period is 14 Weeks.						
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the employer.						
C.2.23	The tenderer is required to submit the following COMPULSORY documents and material with his tender: <ol style="list-style-type: none"> 1) A valid Tax Clearance Certificate issued by the South African Revenue Services or PIN to obtain this information 2) Proof of Contractor Registration issued by the Construction Industry Development Board 3) An original and valid B-BBEE Status Level verification Certificate issued by a SAN accredited service provider or certified copy thereof or certified sworn affidavit 4) Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy 5) Letter of good standing from the Compensation Commissioner 6) Letter of intent for a Construction Guarantee 7) National Treasury Central Supplier Database (CSD) Registration Report; 8) Financial statements for the preceding financial year within 12 months of the financial year end 9) All other certificates as listed in the List of Returnable Documents 10) A copy of Joint Venture Agreement if applicable 11) Form C1.1 – Form of Offer and Acceptance 12) Form T2.1A – Certificate of Authority for Signature. For JV's a JV Agreement shall be provided (if applicable) 13) Certificate of attendance at site inspection 14) Form T2.1 F - Record of addenda to tender documents 15) Signed acknowledgment of the Base Line Risk Assessment 16) Functionality requirements. 17) Local Content Declaration 18) USB Flash Drive with priced bill of quantities 						
C.3.4.1	The time and location for opening of the tender offers are: <ul style="list-style-type: none"> • 13 May 2024 @ 10:00 hrs. • Interpretive Centre, Addo Main Rest Camp, Addo Elephant National Park (off the R355 road). 						

Contractor

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Employer

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Evaluation of tenders offers.

The procedure for the evaluation of responsive tenders is Method: Price, Preference and Functionality

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

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

The 80/20 system for requirements with a Rand value above equal to or above R 30000 and up to R 50 million (all applicable taxes included)

Points for this bid shall be awarded as follows:

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

The maximum points for this bid are allocated as follows:

Price	80
B-BBEE Status Level of Contribution and Locality	20

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

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

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

Scoring financial offers: The 80/20 preference points system for acquisition of services, works or goods

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 calculated 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 R30000 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 million 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.

Contractor

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Contractor

Employer

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Employer

2) POINTS AWARDED FOR SPECIFIC GOALS

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

Specific Goals		Maximum number of points
1) Enterprises owned by black people		
Enterprises owned by black people with shareholding of 51% or more – provide proof of B-BBEE status level		4
2) Locality (To qualify, bidder must provide / include verifiable proof of business address in Sundays River Valley Local Municipality within the Eastern Cape Province, not older than 1 years etc. municipal account or Lease agreement including latest invoice before month of tender closing)		16
• Bidders that are located with <u>Sundays River Valley Local Municipality</u>	16	
• Bidders that are located with <u>Sarah Baartman District Municipality</u>	10	
• Bidders that located outside the borders of Sarah Baartman District Municipality but within the <u>Eastern Cape Province</u>	8	
• Bidders located <u>outside of Eastern Cape Province</u>	0	
Total Points		20

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;
 - or
 - failed to perform on any previous contract and has been given a written notice to this effect; and
- Has completed the Compulsory Enterprise Questionnaire, SBD 1, 4, 6.1 and declaration of local content and the there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- Has submitted the documentation listed in C2.23

C.3.17

The number of paper copies of the signed contract to be provided by the Employer is one.

CONTRACT PARTICIPATION GOAL

This contract includes a contract participation goal of sub-contracting local EME’s and QSE’s within the Sundays River Valley Local Municipality.

Contract Participation Goals (CPG) Targets

Contractors are required to subcontract a minimum of 10% of the contract value to EME’s and QSE’s that are 51% black owned within the Sundays River Valley Local Municipality.

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Contractor

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Witness for Contractor

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Employer

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The Contractor shall allow in his pricing for the implementation of the above CPG targets. The Contractor must also allow for the provision of monthly reports (as per the attached example) to specify their achievements with regards to the CPG targets.

Sanctions in the event of Non-Compliance

Achievement towards the tendered Contract Participation Goal (CPG) will be monitored against the individual contributions for targeted enterprises and targeted labour. Achievement shall be measured on a month by month basis against each of the individual tendered CPG targets. Penalties shall be applied as outlined hereinafter calculated according to the shortfall of each of the individual tendered CPG targets upon completion of the contract.

In the event that the Contractor fails to substantiate that any failure to achieve each individual Contract Participation Goal (CPG) relating to the tendered target goal was due to quantitative underruns, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties (P) in an amount determined in accordance with the following formula::

$$P = \frac{0.5 \times (D - Do) \times NA}{100}$$

Where

D = tendered Contract Participation Goal (15) percentage.

Do = the Contract Participation Goal (percentage) which the Employer's Representative, based on the credits passed, certifies as being achieved upon completion of the Contract.

NA = Net Amount, being Tender Sum excluding VAT, contingencies, escalation, provisional sums and prime cost items.

P = Rand value of penalty payables

Contractor

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**The Construction of 10 New Family Chalets, Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No: CI-AD-0052

Functionality and Quality Criteria

First Stage – Functionality (Quality):

- Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience, personnel, plant and equipment and financial ability to undertake work of this nature
- Tenderers are required to score a minimum of 17 points out of a possible 24 points (i.e. 70% in order to proceed to the second stage)
- Tender offers that fail to score the minimum number of points for the first stage shall be rejected
- The onus rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation and award of points

Functionality points shall be awarded in accordance with the following provisions:

a) Building work contracts (Maximum 12 points)

Points will be awarded for past and current experience in individual building work and building renovation work contracts.

The tenderer shall indicate and declare their past record of accomplishment in relation to individual building work and building renovation work contracts from the past 5 years.

The tenderer shall attach supporting documents to substantiate his/her claims (Certified copies of appointment letters, completion certificates, final accounts and contactable references.)

Points for contracts successfully completed or currently underway (In the past 5 years) will be awarded as follows:

- Contracts to the value of between R 10 million and R 20 million, VAT inclusive – 1 points per contract (N_{FU1})
- Contracts to the value exceeding R 20 million, inclusive of VAT - 2 points per contract (N_{FU2})

Particulars and details of each individual building work or building renovation work contract shall be declared and listed in Schedule 3.1 and 3.2 of the “Returnable Schedules”

b) Technical Expertise and Competency (Maximum 12 points)

Points will be awarded for technical expertise and competency applicable to the key personnel and individual construction staff members within the categories listed below and who must be available for the execution and completion of the works. These expertise and experiences will need to be proofed by the successful bidder.

- Contracts Manager (Provide copy of 2-page CV from last 5 years):
 - who has a minimum of ten (10) years construction work experience – 4 points (N_{FU3})
- Site Agent (Provide copy of 2-page CV from last 5 years)
 - who has a minimum of ten (10) years construction work experience – 4 points (N_{FU4})
- Site Foreman (Provide copy of 2-page CV from last 5 years)
 - who has a minimum of ten (10) years construction work experience – 4 points (N_{FU5})

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

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

NOTE: Tenderers obtaining 17 or more functionality points will proceed to the second stage.

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DESCRIPTION	Available Points	Contract 1	Contract 2	Contract 3	Contract 4
1. <u>Building work contracts (Experience)</u>					
Max 4 x Contracts to the value of between R 10 Million & R 20 Million Vat inclusive. (1 point per project if proof is supplied.) (N _{FU1})	4				
Max 4 x Contracts to the value exceeding R 20 Million inclusive of VAT. (2 points per contract if proof is supplied) (N _{FU2})	8				
TOTAL POSSIBLE POINTS	12				

DESCRIPTION	Available Points	1
2. <u>Technical Expertise</u>		
Particulars and details of each individual shall be declared and listed in Schedule 2 of the "Returnable Schedules"		
Contracts Manager who has a minimum of 10 years construction work experience – 4 points (N _{FU3})	4	
Site Agent who has a minimum of 5 years construction work experience – 4 points (N _{FU4})	4	
Site Foreman who has a minimum of 5 years construction work experience – 4 points (N _{FU5})	4	
TOTAL POSSIBLE POINTS	12	
TOTAL POINTS – Technical Expertise		

Summation of points	Tenderers obtaining 17 or more functionality points will proceed to the second stage.	
1 – Building Work Contracts Experience	12	
2 – Technical Experience	12	
TOTAL POSSIBLE POINTS	24	
TOTAL POINTS - Functionality		

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**The Construction of 10 New Family Chalets, Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No: CI-AD-0052

SCREENING REQUIREMENTS / COMPLETENESS OF TENDERS:

The following documents, schedules and certificates must be completed and submitted with each tender,

- Authority for Signatory
- Certificate of Attendance at Clarification Meeting
- Compulsory Enterprise Questionnaire
- Joint Venture / Consortium Disclosure Form
- Schedule of Work satisfactorily carried out by the Tenderer for Private clients or Organs of State
- Schedule of Contracts awarded to the Tenderer by Organs of State
- Certificate of Non-Collusive Tender
- Invitation To Bid (From SBD 1)
- Declaration of Interest (Form SBD 4)
- Preference Points claimed in terms of the Preferential Procurement Regulations 2022 (Form SBD 6.1)
- Declaration Certificate for Local Production and Content for Designated Sectors
- Proof of Contractor Registration issued by the Construction Industry Development Board.
- Letter of Good Standing from Compensation Commissioner
- Documents of Incorporation
- A valid Tax Clearance Certificate issued by the South African Revenue Services or PIN to obtain this information
- Declaration Concerning Fulfilment of the Construction Regulations, 2014
- Proposed Subcontractors
- Record of Addenda to Tender Documents
- Signed acknowledgment of the Base Line Risk Assessment.
- Form of Offer (**Completed and Signed**)
- Bill of Quantities (Completed)
- Excel priced Bill of Quantities on flash drive – to be returned with tender submission

ELIGIBILITY CRITERIA:

Tender offers will only be accepted if:

- a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- c) the tenderer has not:
 - i) abused the employer's supply chain management system.
 - or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect
- d) Has submitted the documentation listed in 4.13.4.
- e) has completed the Compulsory Enterprise Questionnaire, SBD 1, 4, 6.1 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.
- f) is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to continue to function in the event of a death or withdrawal of one of the partners.
- g) is registered and in good standing with the Compensation Fund or with a licensed compensation insurer.

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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.

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Contractor

Employer

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Employer

C.1.5 Cancellation and Re-Invitation of Tenders

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
 - a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
- C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

- C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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.

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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

- 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.

Contractor

Witness for Contractor

Employer

Witness for Employer

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.

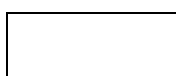
C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in 2.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

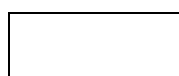
C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

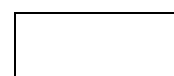
C.2.17 Clarification of tender offer after submission

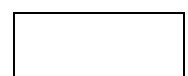
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in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


Contractor


Witness for
Contractor


Employer


Witness for
Employer

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

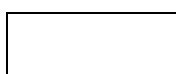
If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to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

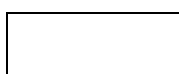
Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

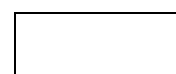
- C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
-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



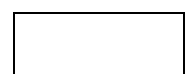
Contractor



Witness for Contractor



Employer



Witness for Employer

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

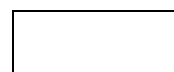
Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.



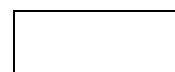
Contractor



Witness for
Contractor



Employer



Witness for
Employer

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has

Contractor

Witness for Contractor

Employer

Witness for Employer

- 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

Part T2: Returnable Schedules

For Advertisement

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**The Construction of 10 New Family Chalets, Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

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
- Schedule to confirm contract participation goal with EME subcontractors
- Capacity of Tenderer (Functionality Information)
- Site inspection certificate
- Health and Safety Specification acknowledgement receipt
- Priced excel Bills of Quantities returned on flash drive – Compulsory

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 thereof
- Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy
- Letter of intent for a Construction Guarantee – Compulsory
- National Treasury Central Supplier Database (CSD) Registration Report – Compulsory
- 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 and Previous Contracts Information - listed under Annexure D and E)

Contractor

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Contractor

Employer

Witness for
Employer

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

Resolution of Board of Directors / Members / Partners

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

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:

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

ENTERPRISE STAMP

Contractor

Witness for Contractor

Employer

Witness for Employer

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

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

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

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)*

- 1. _____
- _____
- 2. _____
- _____
- 3. _____
- _____
- 4. _____
- _____
- 5. _____
- _____
- 6. _____
- _____
- 7. _____
- _____
- 8. _____
- _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

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

(Project description as per Tender Document)

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

B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

Contractor

Witness for Contractor

Employer

Witness for Employer

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

- C. The Enterprises constituting the Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- D. The Enterprises to the Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Joint Venture deriving from, and in any way connected with, the contract entered into with the South African National Parks in respect of the project described under item A above.
- E. Any of the Enterprises to the Joint Venture intending to terminate the Joint Venture agreement, for whatever reason, shall give the South African National Parks 30 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)

Contractor

Witness for Contractor

Employer

Witness for Employer

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

- * Delete which is not applicable*
- NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Joint Venture submitting this Tender
- 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
- 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 Construction of 10 New Family Chalets, Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

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

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 Construction of 10 New Family Chalets, Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

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 Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

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

<div style="border: 1px solid black; width: 100%; height: 100%;"></div> <p align="center">Contractor</p>	<div style="border: 1px solid black; width: 100%; height: 100%;"></div> <p align="center">Witness for Contractor</p>	<p>Page 44 of 453</p>	<div style="border: 1px solid black; width: 100%; height: 100%;"></div> <p align="center">Employer</p>	<div style="border: 1px solid black; width: 100%; height: 100%;"></div> <p align="center">Witness for Employer</p>
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**The Construction of 10 New Family Chalets at Lendlovu Lodge - Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

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

2. 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.

For Advertisement

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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

a. 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

b. 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 Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

Site Inspection Certificate

This is to certify that I,

Representing
Company

Position

Visited the site on

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

Name Tenderer's Representative	Position	Signed

Name of Tenderer	Date

Name of Employer's Representative	Signature	Date

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**The Construction of 10 New Family Chalets, Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT

Contractor's Acknowledgement:

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

Signature of Contractor: _____ Date: _____

Comments:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

BIDDER'S DISCLOSURE

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 interest¹ 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

¹ 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

are bidding for this contract?

YES/NO

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 consortium² 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

² 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

practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date
.....
Position Name of bidder

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 equal to or above R 30 000 and up to R50 000 000 (all applicable taxes included); and
- 1.2 The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 To be completed by the Organ of State:
The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE – THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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 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.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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>
1) Enterprises owned by Black People		
<ul style="list-style-type: none"> Enterprises owned by black people with shareholding of 51% or more – provide proof of B-BBEE status level. 	4	
2) Locality <i>(To qualify, bidder must provide / include verifiable proof of business address in the Eastern Cape Province, older than 1 year, i.e. municipal account or Lease agreement including latest invoice before month of tender closing)</i>		
<ul style="list-style-type: none"> Bidders that are located with <u>Sundays River Valley Local Municipality</u> 	16	
<ul style="list-style-type: none"> Bidders that are located with <u>Sarah Baartman District Municipality</u> 	10	
<ul style="list-style-type: none"> Bidders that located outside the borders of Sarah Baartman District Municipality but within the <u>Eastern Cape Province</u> 	8	
<ul style="list-style-type: none"> Bidders located <u>outside of Eastern Cape Province</u> 	0	
MAXIMUM TOTAL POINTS:	20	

NB: Bidders with B-BBEE Level 5-8 and are not located in the Eastern Cape Province can still tender but will not claim points for specific goals.

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 preference(s) shown and I acknowledge that:

		Page 57 of 453		
Contractor	Witness for Contractor		Employer	Witness for Employer

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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-AD-0052 - The Construction of 10 New Family Chalets, Lendlovu Lodge Phase One, Addo Elephant 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%		
Electric 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	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	Ducting and Structural Pipework (Non-conveyance tubing fabricated from steel)	100%		

Contractor

Witness for Contractor

Employer

Witness for Employer

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
Construction	sheeting and plate with 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:				

Contractor

Witness for Contractor

Employer

Witness for Employer

For Advertisement

2: The Contract

For Advertisement

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Part C1: Agreement and contract data

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**The Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

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-AD-0052 : The Construction of 10 New Family Chalets at Lendlovu Lodge Phase One, Addo Elephant 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.

Signature(s)		Date	
Name(s)			
Capacity			
For the Tenderer			
Name of tenderer (Company)			
Address of tenderer			
Name of witness			
Signature of witness		Date	

Contractor

Witness for Contractor

Employer

Witness for Employer

**The Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

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.

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, 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

2	Subject
	Details

3	Subject
	Details

4	Subject
	Details

5	Subject
	Details

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the 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:

For Advertisement

Contractor

Witness for Contractor

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:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**The Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

Use for JBCC Series 2000 Principal Building Agreement with Organs of State Contract Data (Edition 6.2) May 2018]. The Conditions of Contract are in terms of the JBCC Series 2000 Principal Building Agreement with Organs of State Contract Data (Edition 6.2 – May 2018) published by the Joint Building Contracts Committee.

The Conditions of Contract are clauses 1 to 30 of the JBCC Series 2000 Principal Building Agreement with Organs of State Contract Data (Edition 6.2) May 2018, as published by the Joint Building Contracts Committee, including all amendments incorporated in this document.

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

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

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

The variations to the General Conditions of Contract are:

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

6.0

6.7

Clause 6.0 is amended by adding Clause 6.7 as follows :-

6.7 The authority of the **principal agent** to issue **contract instructions** or to perform duties as may be required for the relevant aspects of the **works** is delegated to the other agents as follows:-

6.7.1 Architects

The Architects is responsible for the architectural design, functional design and quality control. Without derogating from the generality thereof the Architects shall perform the following specific functions and duties:-

6.7.1.1 Give opinion on aspects of the **works** which are not in accordance with the **agreement**.

6.7.1.2 Supply the specified number of drawings.

6.7.1.3 Be responsible for the design of the **works**.

6.7.1.4 Be responsible for primary coordination of design elements

6.7.1.5 Receive and accept design documentation undertaken by **nominated** or **selected subcontractors**.

6.7.1.6 Issue **contract instructions** to the **contractor** regarding:

6.7.1.6.1 Alteration to design, quality or quantity of the **works** provided that such contract instruction shall not substantially change the scope of the **works**.

6.7.1.6.2 Removal of any **materials and goods** from the **site** and the substitution of any other **materials and goods**.

6.7.1.6.3 Removal or re-execution of any work.

6.7.1.6.4 Opening up of work for inspection.

6.7.1.6.5 Testing of work and **materials and goods**.

6.7.1.6.6 Protection of the **works**.

6.7.1.6.7 Making good physical loss and repairing damage to the **works**.

6.7.1.6.8 The lists for **practical completion, works completion, final completion** and defects.

6.7.1.6.9 Compliance with acts of parliament, regulations and bylaws.

6.7.1.7 Witness the handing over to the **contractor** of pegs, beacons and datum level.

6.7.1.8 Define levels and provide the **contractor** with the necessary information to set out the **works**.

6.7.1.9 Inspect the work from time to time and give the **contractor** interpretation and guidance on the standard and state of completion required for **practical completion**.

6.7.1.10 Inspect the **works** for **practical completion**.

6.7.1.11 Issue **practical completion** list and re-inspect upon request of **contractor**.

6.7.1.12 Issue **works completion list**.

6.7.1.13 Inspect the **works** for **works completion** upon request of **contractor**.

6.7.1.14 Inspect the **works** at the end of the **defects liability period**.

6.7.1.15 Issue a defects list and re-inspect upon request of **contractor**. Acceptance in principle of design by **nominated** or **selected subcontractors**.

6.7.2 Quantity Surveying Service Provider (QSSP)

The **QSSP** is responsible for all measurements, valuations, financial assessments and all other Quantity Surveying and cost control functions. Without derogating from the generality thereof, the **QSSP** shall perform the following specific functions and duties:

6.7.2.1 Consult with the **contractor** in correction of rates for errors and discrepancies.

6.7.2.2 Prepare the **final account**.

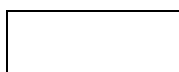
6.7.2.3 Prepare the monthly recovery statement.

6.7.2.4 Complete the contract document and arrange for the signing thereof.

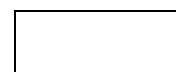
6.7.2.5 Hold a signed set of the agreement and all the documents referred therein.



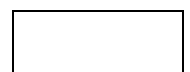
Contractor



Witness for
Contractor



Employer



Witness for
Employer

- 6.7.2.6 Identify any changes to the Standard JBCC Documentation in the Contract Data and determine any loss and expense caused to the **contractor** caused by non-disclosure thereof.
- 6.7.2.7 Deal with amounts paid by the **contractor** to authorities having jurisdiction over the **works**.
- 6.7.2.8 Measure and value the making good of physical loss or damage.
- 6.7.2.9 Issue **contract instructions** to the **contractor** regarding:
 - 6.7.2.9.1 Rectification of discrepancies, errors in description or omissions in the agreement and the documents referred to therein.
- 6.7.2.10 Furnishing proof of payment to **nominated** and **selected subcontractors**.
- 6.7.2.11 Budgetary Allowances and work executed by the **contractor** there under.
- 6.7.2.12 Contingency and other monetary provisions included in the Bills Of Quantities.
- 6.7.2.13 Prepare **nominated** and **selected subcontract** tender documents.
- 6.7.2.14 Receive proof from the **contractor** that the **contractor's** payment obligations have been met in respect of **nominated** and **selected subcontractors**.
- 6.7.2.15 Act on **employers** instructions to pay **nominated** and **selected subcontractors** directly.
- 6.7.2.16 Adjustment of the contract value in respect of a revision to the date of **practical completion**.
- 6.7.2.17 Calculate penalties for non-completion.
- 6.7.2.18 Valuation of payment claims for payment certificates.
- 6.7.2.19 Authorize or otherwise the removal of materials or goods from site by the **contractor** where these have been paid for.
- 6.7.2.20 Calculate compensatory and penalty Interest due to the parties.
- 6.7.2.21 With each payment certificate issue :-
 - 6.7.2.21.1 Details of amounts certified for each **nominated** or Selected Subcontractor
 - 6.7.2.21.2 Notification to each **nominated** and **selected subcontractors** showing the formulation of sub-contract amount included in payment certificates.
 - 6.7.2.21.3 A statement to the **employer** and **contractor** showing the total amount certified and all adjustment amounts.
 - 6.7.2.21.4 Determine the value of adjustments to the contract value.
 - 6.7.2.21.5 Receive from the **contractor** details of expense and loss claims and assess such claims.
 - 6.7.2.21.6 Issue recovery statement with payment certificate.
- 6.7.2.22 Prepare the **final account** and submit to **contractor**.

6.7.3 Employer's appointed consulting engineers

The **appointed consulting engineers** is responsible for all aspects of engineering design and quality control. Without derogating from the generality thereof, the engineers will perform the following specific functions and duties in respect of all aspects of the **works**:-

- 6.7.3.1 Give opinion of aspects of the **works** which are not in accordance with the **agreement**.
- 6.7.3.2 Supply the specified number of drawings.
- 6.7.3.3 Issue instructions
- 6.7.3.4 Be responsible for the design of the **works**.
- 6.7.3.5 Receive and accept design and design documentation undertaken by **nominated** or **selected subcontractors**.
- 6.7.3.6 **subcontractors**.
- 6.7.3.7 Issue **contract instruction** to the **contractor** regarding:
 - 6.7.3.7.1 Alteration to design, quality or quantity of the **works** provided that such **contract instruction** shall not substantially change the scope of the **works**.
 - 6.7.3.7.2 Removal of any **materials and goods** from the site and the substitution of any **materials and goods** therefore.
 - 6.7.3.7.3 Removal or re-execution of any work.

Contractor

Witness for Contractor

Employer

Witness for Employer

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

Contractor

Witness for Contractor

Employer

Witness for Employer

19.0	<p>Clause 19.0 is amended by adding the following clauses:</p> <p>19.8 Acceleration</p> <p>19.8.1 To accelerate the works in order to mitigate the need for a revision to the date of practical completion, where caused by a delay will be adjudicated by the Principle Agent under the provisions of [23.1 to 23.2]</p> <p>19.8.2 Upon receipt of such instruction, the contractor shall take all necessary steps to ensure that the works are completed timeously including reprogramming and possibly the provision, by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The contractor shall prove that such steps are being taken if called upon to do so.</p>																										
23.1 23.1.1	<p>A delay caused by adverse 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="459 734 1054 1115"> <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																										
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October	2 days																										
November	2 days																										
December	2 days																										
25.10	<p>Replace clause 25.10 with the following:</p> <p>The employer shall pay the contractor the amount certified in an issued payment certificate on the 21st day of the following month of the date of the issue of the payment certificate including default interest and/or compensatory interest Contractor's. Payment shall only be made following receipt by the employer of both the original payment certificate and the contractor's tax invoice</p>																										
26.9.4	Delete sub-clause 26.9.4																										
30	<p>Replace clause 30 with the following:</p> <p>30.0 DISPUTE RESOLUTION Settlement by the parties</p> <p>30.1 Should any disagreement arise between the employer (or the principal agent or an agent) and the contractor arising out of or concerning the action or inaction of the employer (or the principal agent or an agent) or the contractor, or any other matter concerning this agreement (including the validity thereof), either party may give notice of disagreement to the other. The parties shall attempt to resolve such disagreement between them and record resolution in writing signed by them.</p>																										

Contractor

Witness for Contractor

Employer

Witness for Employer

30.2 Where the disagreement is not resolved within twenty (20) working days of receipt of the notice of disagreement, the disagreement shall be deemed to be a dispute.

30.3 The dispute shall be referred to mediation within twenty (20) working days of the expiry period [30.2] by means of a notice of mediation by the party (the referring party) which gave the notice of disagreement.

MEDIATION

30.4 Where a dispute is referred to Mediation:

30.3.1 The mediation shall be administered by the Association of Arbitrators Southern Africa ("AoA"). The applicable AoA rules, at the time of declaring the dispute, shall apply to the mediation process.

30.3.2 The referring party shall issue notice of mediation and such notice shall clearly define the scope of the dispute to be resolved.

30.3.3 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.

ADJUDICATION

30.4 Where a dispute is referred to adjudication:

30.4.1 The referring party shall issue notice of adjudication and such notice shall clearly define the scope of the dispute to be resolved by the arbitration and not by adjudication.

30.4.2 The adjudicator shall be nominated by the nomination body [CD] or, in the absence thereof, by the AoA.

30.4.3 The applicable rules, including amendments included herein which shall take precedent, shall be stated [CD] or shall be by agreement between the parties and the adjudicator, failing which the rules shall be determined by the adjudicator. Neither party shall be entitled to legal representation, unless otherwise agreed in writing by the parties.

30.4.4 A determination given by the adjudicator shall be immediately binding upon and implemented by the parties notwithstanding that either party may give notice to refer the dispute to arbitration.

30.4.5 Where the adjudicator has given a determination, either party may give notice of dissatisfaction to the other party and to the adjudicator within twenty (20) working days of receipt of the determination, or an extended time period provided in the applicable rules for adjudication, whereafter such dispute shall be referred to arbitration.

30.4.6 Where the adjudicator has not given a determination within the time period allowed or extended time period provided in the applicable rules for adjudication either party may give notice to the other party and to the adjudicator that if such determination is not received within ten (10) working days of receipt of this notice his appointment is thereupon automatically terminated and such dispute shall be referred to further adjudication or arbitration, at the option of the referring party

30.4.7 The adjudicator shall not be eligible for subsequent appointment as the arbitrator.

ARBITRATION

30.5 Where the dispute is referred to arbitration:

30.5.1 Arbitration shall not be construed as a review or appeal of an adjudicator's determination. Any determination by the adjudicator shall remain in force and continue to be implemented unless and until overturned by the arbitration award.

30.5.2 The resolution of the dispute shall commence now.

30.5.3 The referring party in the adjudication shall be the claimant in the arbitration.

30.5.4 The arbitrator shall be nominated by the nominating body [CD] and shall be deemed to have appointed by the parties.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

	<p>30.5.5 The applicable rules shall be stated [CD] or shall be by agreement the parties and the arbitrator, failing which the rules shall be determined by the arbitrator.</p> <p>30.5.6 The arbitrator shall have the authority to finally determine the dispute including the authority to make, open up and revise and certificates, opinion, decision, determination, requisition or notice relating to the dispute as if no such certificate, opinion, decision, determination, requisition or notice had been issued or given.</p> <p>30.5.7 The arbitrator's award shall be final and binding on the parties.</p> <p>General</p> <p>30.6 The employer consents to the joining of any subcontractor with the contractor as a party to any proceedings.</p> <p>30.7 Where the parties fail to specify a body to nominate the adjudicator [1.6.1] or the arbitrator [1.7.4] the referring party shall have the right to choose a local recognised body to suggest one or more persons with appropriate skills to be appointed as an adjudicator or an arbitrator. Such nomination shall be binding on the parties.</p> <p>30.8 The parties shall continue to perform their obligations in terms of this agreement, notwithstanding any disagreement or dispute that exists between them.</p> <p>30.9 This clause shall, to the extent necessary to fulfil its purpose, exist independently of this agreement.</p>
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Contractor

Witness for Contractor

Employer

Witness for Employer

Part 1: Contract Data completed by the Employer

Clause	Item and data
A 3.0	Particulars of Employer
1.1	Name: South African National Parks Physical Address: 643 Leyds Street, Muckleneuk, PRETORIA,0002 Postal address: PO Box 787, PRETORIA, 0001 Telephone: (012) 426 5126
A 4.0	Particulars of Principal Agent
1.1	Name: Imbewu Architects Physical Address: 154 Cape Road, Port Elizabeth, 6001 Postal address: PO Box 12019, Port Elizabeth, 6006 Telephone: (041) 585 1575
A 1.0	The scope of work is for the construction of tourism and other support infrastructure
1.1	a) 10 x new Family Chalets b) Connecting roadways c) Water, Sewer and Electrical supply services
A 2.0	The site is located within the Addo Main Rest Camp at Addo Elephant National Park , Eastern Cape
1.1	
41.0	The Employer is an organ of State
31.11.2	The interest rate applicable is the interest rate on overdraft facilities as charged by First National Bank to SANParks.
26.1.2	Extended defects liability period will apply to the following elements: n/a
15.2.1	Possession of the site is to be given within three days of the contractor providing the employer with construction guarantees in accordance with the provisions of 11.0.
15.3	The period for the commencement of the works after the contractor takes possession of the site is: Seven (7) working days . For the works as a whole: The anticipated contract period for the completion of the works is 15 months. The contract will not be subject to CPAP Haylett Escalation. The penalty per calendar day is: R 1,790 /day
1.2	The law applicable to the agreement shall be that of the Republic of South Africa.
10.1, 10.2, 12.1	Contract insurance is to be effected by the contractor .
10.1, 10.2, 12.1	Contract works insurance is to be effected by the contractor for a sum not less than the total of prices in the Form of Offer and Acceptance with a deductible in an amount that the contractor deems appropriate.
10.1, 10.2, 12.1	The following supplementary insurance is required: SASRIA insurance to be effected by the contractor For an amount equal to the gross tendered value inclusive of VAT plus 30% for fees and escalation. Full Final estimated value of the works including fees and escalation. With a deductible equal to the amount as determined by the contractors insurance company.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**The Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

Part 2: Contract Data provided by the Contractor

Clause	Additions
<p>Clause 1.2</p>	<p>The name of the Contractor is:</p> <p>The address of the Contractor is:</p> <p>Physical : Postal :</p> <p>Address: Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax:</p> <p>Email :</p>

Contractor

Witness for
Contractor

Employer

Witness for
Employer

C1.3 Construction Guarantee

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

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means.....

Physical address

.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means The South African National Parks

Contractor means

Agent means SANParks Infrastructure and Special Projects Unit

Works means Construction of 10 New Family Chalets at Addo Elephant National Park

Site means Addo Elephant National Park, R 342, Eastern Cape

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

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

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

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

AGREEMENT DETAILS

Sections: Total Sections _____ Last Section _____

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

1. FIXED CONSTRUCTION GUARANTEE

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

GUARANTOR'S LIABILITY

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

Amount in words: _____

PERIOD OF LIABILITY

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

Signed at Date

Contractor

Witness for Contractor

Employer

Witness for Employer

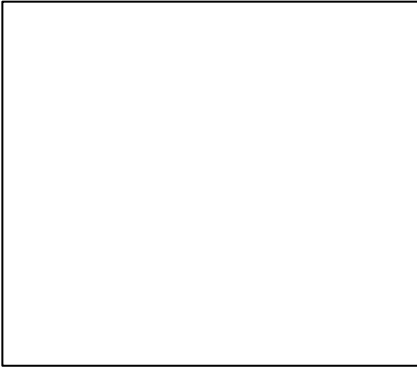
Guarantor's
Signatory 1

Guarantor's
Signatory 2

Witness 1

Witness 2

Guarantor's seal or stamp



For Advertisement



Contractor



Witness for
Contractor



Employer



Witness for
Employer

C1.4 Adjudicator's Contract

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

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

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as . . .

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC Series 2000 Adjudication Rules, latest edition (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.
 * Delete as necessary

IT IS NOW AGREED as follows:

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

SIGNED
by:

Name:

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

Witness:

Name:

Address:

Date:

SIGNED
by:

Name:

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

Witness:

Name:

Address:

Date:

SIGNED by:

Name:

the Adjudicator in the presence of

Witness:

Name:

Address:

Date:

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract Data

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

* Delete as necessary

Contractor

Witness for Contractor

Employer

Witness for Employer

C1.5: 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 aton 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

Part C2: Pricing data

C2.1 Pricing Instructions

C2.2 Bill of Quantities

For Advertisement

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Part C2.1: Pricing Instructions

For Advertisement

Contractor

Witness for
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Employer

Witness for
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**The Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

C2.1: Pricing Instructions

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

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

Contractor

Witness for
Contractor

Page 86 of 453

Employer

Witness for
Employer

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

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Part C2.2: Bill of Quantities

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Part C3: Scope of Work

- C3.1** **Scope of Works**
- C3.2** **Drawings**
- C3.3** **Specifications**
- C3.4** **Procurement**
- C3.5** **Site Information**
- C3.6** **Annexes**

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**The Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

C3.1 Scope of Work

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

1	DESCRIPTION OF THE WORKS
1.1	Employer's objectives
	The construction of 10 New Family Chalets, Lendlovu Lodge, in Addo Elephant National Park, Eastern Cape including the construction of connecting roadways and water, sewer and electrical supply services.
1.2	Overview of the works
	The works of the construction of 10 New Family Chalets, Lendlovu Lodge, in Addo Elephant National Park.
1.3	Extent of the works
	As above
1.4	Location of the works
	Addo Main Rest Camp, Addo Elephant National Park
1.5	Temporary works
	The temporary works required to be executed by the contractor <u>includes but is not limited to</u> : <ul style="list-style-type: none"> - Hoarding for site enclosure - Construction of ablution facilities - Access to and from site for daily activities - Diversion and uninterrupted supply of sewer connections, including sewer pump <p>The contractor must make reference to the applicable drawings to avail itself of all temporary works required for the duration of the project works as the employer will not be held liable for any additional claims where contractor is to be aware hereof.</p>
2	DRAWINGS
2.1	See drawing List
3	PROCUREMENT
3.1	Subcontracting
3.1.1	Scope of mandatory subcontractor work
	n/a
3.1.2	Preferred subcontracting / suppliers
	n/a
3.1.3	Subcontracting procedures
	n/a
4	CONSTRUCTION
4.1	Applicable SANS 2001 standards for construction works SANS 10142-1:2020 Edition 3 SANS 10407:2016 Edition 2.1 SABS 0400 SANS 1200 All other SANS standards that may become relevant with this specific project
4.2	Applicable national and international standards SANS

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4.3	<p>Certification by recognised bodies</p> <p>All certification must be submitted to Technical Services of SANParks for approval</p>														
4.4	<p>Agreement certificates</p> <p>Alternative materials with Agreement Certificates must be submitted to Technical Services SANParks for approval prior to work commencing</p>														
4.5	<p>Plant materials and equipment supplied by the employer</p> <p>Nil</p>														
4.6	<p>Services and facilities provided by the employer</p> <ul style="list-style-type: none"> • Water: Option A as hereinafter defined • Electricity: Option A as hereinafter defined • Telecommunication services: All communication must be provided by contractor. • Ablution facilities: No Ablution facilities available. Chemical toilets to be provided by contractor. • Medical / first aid facilities: to be provided by contractor • Fire protection services: to be provided by contractor for area of the works 														
4.7	<p>Other facilities and services</p> <p>All temporary facilities to be provided by contractor</p>														
5	<p>MANAGEMENT OF THE WORKS</p>														
5.1	<p>Applicable SANS 1921 standards</p> <p>The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:</p> <ol style="list-style-type: none"> 1) SANS 1921 – 1: General engineering and construction works 2) SANS 1921 – 5: Earthworks activities which are to be performed by hand <p>The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.</p> <p>Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.</p> <p>The associated Specification Data is as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">SANS 1921-1, General engineering and construction works</th> </tr> <tr> <th style="width: 15%;">Clause</th> <th style="text-align: center;">Specification data</th> </tr> <tr> <th colspan="2" style="text-align: center;">Essential data</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">4.1.7</td> <td>There are no requirements for drawings, information and calculations for which the contractor is responsible</td> </tr> <tr> <td style="vertical-align: top;">4.2.1</td> <td>The responsibility strategy assigned to the contractor for the works is A.</td> </tr> <tr> <td style="vertical-align: top;">4.2.2</td> <td>The structural engineer is SANParks Engineers.</td> </tr> <tr> <td style="vertical-align: top;">4.3.1</td> <td> <p>The planning, programme and method statements are to comply with the following:</p> <ol style="list-style-type: none"> 1. Immediately on award of the Contract and prior to commencement on site, the Contractor, in conjunction with the Principal Agent, shall agree the working Programme covering the first month of the Construction Period. During the first month of the Construction Period the Contractor shall prepare and draw up in conjunction with the Principal Agent the Programme for the balance of the Works in accordance with the conditions stated below. 2. The Principal Agent shall have the right to modify such Programme to accommodate changes necessary in his opinion for coordinating the project as a whole. Any cost implications relating to such modification shall be dealt with in accordance with the provisions of the Agreement. </td> </tr> </tbody> </table>	SANS 1921-1, General engineering and construction works		Clause	Specification data	Essential data		4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible	4.2.1	The responsibility strategy assigned to the contractor for the works is A.	4.2.2	The structural engineer is SANParks Engineers.	4.3.1	<p>The planning, programme and method statements are to comply with the following:</p> <ol style="list-style-type: none"> 1. Immediately on award of the Contract and prior to commencement on site, the Contractor, in conjunction with the Principal Agent, shall agree the working Programme covering the first month of the Construction Period. During the first month of the Construction Period the Contractor shall prepare and draw up in conjunction with the Principal Agent the Programme for the balance of the Works in accordance with the conditions stated below. 2. The Principal Agent shall have the right to modify such Programme to accommodate changes necessary in his opinion for coordinating the project as a whole. Any cost implications relating to such modification shall be dealt with in accordance with the provisions of the Agreement.
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3. This Programme shall be drawn up in accordance with the dates given herein for possession, sectional completion and Practical Completion and shall be in sufficient and approved detail to ensure control over the work.
4. Notwithstanding the fact that the Programme has been prepared in conjunction with the Principal Agent, the Contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the Programme, and the implementation thereof.
5. The Programme shall be compiled based on the Critical Path Method of programming and the critical activities are to be clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically agreed otherwise by the Principal Agent. The Programme will be processed on the Principal Agents system and the Contractor shall provide all the co-operation necessary to achieve this.
6. Documentation will not be available in complete detail at the commencement stage. However the Contractor, in conjunction with the Principal Agent, shall plan the Works on provisional information, to an agreed level of detail relating to the level of detailed information available and with sufficient scope to include future detail without disrupting the basic logic as initially agreed. The quantities contained in this document are provisional and shall be utilized as a guide only for the drawing up of the Programme. Where assumptions are made in regard to programming aspects, such assumptions shall be agreed by the Contractor and the Principal Agent, and suitably recorded in the Programme.
7. Should circumstances change to the extent where the Contractor is of the opinion that changes to the Programme are required, then the Contractor shall make written request to the Principal Agent for such changes, clearly identifying the reasons for requiring such change. The Contractor and Principal Agent shall thereafter agree such changes, if any. Should the Principal Agent be of the opinion that the Programme requires revisions, and notwithstanding the fact that a request for such revision has not been received from the Contractor, the Principal Agent shall be entitled to instruct the Contractor to revise the Programme accordingly, unless the Contractor can submit reasonable justification for not doing so. Any acceleration and/or special measures sanctioned by the Principal Agent together with associated effects shall be incorporated in a revision to the Programme.
8. The Contractor and the Principal Agent shall, at regular intervals not exceeding one month, agree the state of progress of the Works relative to the latest agreed revision of the Programme. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time.
9. In addition to and based on the Programme systems and format dictated above, the Contractor shall devise Detailed Working Programmes. These shall be drawn up on a regular basis (at least monthly), to the satisfaction of the Principal Agent. Such Working Programmes shall at all times relate to the constraints of the current Programme.
10. Notwithstanding anything to the contrary contained herein the Principal Agent at all times reserves the right to direct the order in which the various parts of the Contract are to be executed. The Contractor shall give priority to any individual section or portion of the Works that, in the opinion of the Principal Agent, requires to be expedited.
11. Should the Contractor and/or Principal Agent be of the opinion that such instruction warrants a revision to the Programme, then the provisions of 7 above shall apply.
12. Should it appear, in the Principal Agent's opinion, that work in any area is not being executed in accordance with the requirements of the Programme, the Contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to Programme to the satisfaction of the Principal Agent.

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4.3.2	<p>1. The Contractor is required to identify and provide the employer with material procurement and construction lead in periods for the following aspects:</p> <p>1.1 Building Information</p> <p>1.1.1 Foundation Layouts (Setting Out)</p> <p>1.1.2 Reinforcing Schedules</p> <p>1.1.3 Concrete Layouts (including pile caps, ground beams, columns, beams, stairs, etc)</p> <p>1.1.4 Concrete Details</p> <p>1.1.5 Paint Specifications</p> <p>1.1.6 Metal Work etc.</p> <p>2. The Contractor is further required to identify and provide the employer with lead in periods required for the appointment of anticipated sub-contractors for:</p> <p>2.1 Sundry Fittings</p> <p>2.2 Sundry Metalwork</p> <p>2.3 Sundry Builder's Work</p>
4.3.3	The notice period for inspection is 14 days.
4.7.3	Blasting operations will not be required.
4.9.3	Specific requirements of the employer are described in the scope of work.
4.12.2	The contractor will provide representative samples of materials, workmanship and finishes as the Principal Agent may require. Upon request of Principal Agent
4.14.1	Contractor will not be allowed to set up accommodation on site. Contractor to provide own accommodation and transport of workers outside of the park
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: Nil
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	A Construction sign board and necessary H&S sign/notice boards are required. All signboards need to be approved / accepted by the Employer prior to erection.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: Nil
4.17.3	Services which are known will be pointed / are to be pointed out on site by the Employer.
4.17.4	The requirements for detection apparatus are: No as-built drawings exist
4.18	The following standards and specifications shall be in addition to the provisions of 4.18: The Occupational Health and Safety Act 85 of 1993 and its Construction Regulations 2014. Said act and regulations are not attached. Health and Safety Specifications for SANParks – Addo Elephant National Park. (Said Specification is attached as Annexure A of the Scope of Work)
4.19	The following standards and specifications shall be in addition to the provisions of 4.19: 1. The <i>Environmental Management Plan (EMP) for Construction Activities in SANParks Projects</i> Said specification is attached.
4.22	The works to be undertaken by nominated and selected subcontractors comprise: Nil

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Variations	
1	<p>Replace 4.1.9 with the following:</p> <p>All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the Employer. The Contractor together with his Subcontractors shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.</p>
2	<p>Replace 4.9.3 with the following:</p> <p>Trees and shrubs shall not be removed, cut back or disturbed in any way without the consent of the principal agent. Specific requirements of the employer are described in the Scope of Works.</p>
3	<p>Replace the heading of 4.12 with the following:</p> <p>“4.12 Materials, samples, fabrication drawings and overloading.”</p>
4	<p>Include the following after 4.1.2.5</p> <p>“4.12.6 Overloading”</p> <p>The Contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the Works or temporary works. Any damage caused to the Works by overloading shall be made good by the Contractor at his sole expense.”</p>
Additional Clauses	
1	<p><u>Prime Cost Amounts</u></p> <p>All prime cost items are for material and goods delivered to site. The contract documents shall make provision for the contractor to separately price for overheads and profit and for taking delivery, unloading, checking against invoices and/or delivery notes, getting in, unpacking, storing, hoisting and fixing of such material and goods. The contractor shall check the quantity and condition of all materials and goods on taking delivery as any material and goods subsequently found missing or damaged shall be replaced at the contractor's expense.</p>
2	<p><u>Cash flow predictions</u></p> <p>The contractor shall provide all reasonable assistance to the principal agent in the preparation of cash flow projections of claims for payment certificates. Cash flow predictions will be updated by the Contractor on monthly basis and will be submitted to Employer together with its progress claims. The projections shall be based on the programme. The cooperation of the contractor in terms of this item shall not prejudice his right to receive payment in terms of the agreement.</p>
3	<p><u>Protection/isolation of existing /sectional occupied works</u></p> <p>The contractor shall provide all reasonable temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.</p>
4	<p><u>Security of the works</u></p> <p>The contractor shall take all appropriate measures for general security of the works.</p>
5	<p><u>Minimum requirements for construction equipment</u></p> <p>Construction equipment must comply with all relevant legal requirements and must be adequate to execute the works.</p>
6	<p><u>Deposits and fees</u></p> <p>The contractor shall pay all deposits and fees and charges according to law, regulations or bylaws of any local or other authorities that relate to hoardings, the use of pavements, street encroachment or crossings, permission for the suspension of parking facilities and the like.</p>
7	<p><u>Water and electricity</u></p> <p>The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract are:</p> <p>a) Water : A</p> <p>b) Electricity : A</p>

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	Service	Option		
		A Contractor responsibility	B Employer responsibility	C
	Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
	Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / Eskom for the works at his own cost.	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / Eskom for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.
5.2.1	<ol style="list-style-type: none"> Water: Will be available for construction purposes in the park, but usage must be arranged through and approved by the local representatives of SANParks. Transport and storage of water for construction and personnel will be for the account of the contractor. Electricity: Contractor to supply own electricity. Accommodation: No accommodation is available in the park. Telecommunication services: To be provided by contractor where available Ablution facilities: No Ablution facilities available – contractor to provide in accordance with OSH Act Medical / first aid facilities: To be provided by contractor including transport to medical facilities outside the park Fire protection services: To be provided by contractor Solid waste: Contractor responsible for solid waste. Transport: Contractor to provide own transport of workers. Contractor vehicles to be clearly marked. 			
5.2.2	<p>Code of Conduct for working in the SANParks</p> <p>The document <i>Code of Conduct for Working in a National Park</i> is applicable to this contract, and is attached.</p>			
5.3	<p>Unauthorised Persons On Site</p> <p>The Contractor shall at all times strictly exclude all unauthorized persons from the Works.</p> <p>No workmen or laborers are to be allowed under any circumstances to sleep or deposit any kit on the premises. Unless a designated enclosed and secure camp site for accommodating the Contractors employees has been allocated and approved by the Park Officials.</p> <p>Furthermore, the Contractor shall take all measures necessary to ensure that no workmen are allowed into the building at any time after Practical Completion without the specific permission of the Principal Agent.</p>			
5.4	<p>Quality plans and control</p> <p>Quality inspections will be held at regular intervals. The contractor must notify the Principal Agent of any closure of works which must be inspected to confirm quality.</p>			
5.5	<p>Accommodation of traffic on public roads occupied by the contractor</p> <p>n/a</p>			

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

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

ANNEXES

A	<p>Health and Safety Specifications for SANParks – Construction of 10 New Family Chalets, Lendlovu Lodge – Phase One in Addo Elephant National Park</p> <p>Baseline Risk Assessment</p>
B	<p>Environmental Management Programme (EMPr): PROPOSED DEVELOPMENT OF LENDLOVU LODGE, A NEW TOURISM FACILITY WITHIN ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE.</p>
C	<p>Code of Conduct for Working in a National Park</p>
D	<p>Schedule of Contracts for Contract Participation Goal Spend</p>

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**The Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park**

Contract No. CI-AD-0052

C3.2 Drawings

Architectural Drawings – Imbewu Architects

000-050 GENERAL ARRANGEMENTS	
A-2109-B1-000	Drawing Register
A-2109-B1-001	Lendlovu Lodge – Site Plan
A-2109-B1-002	Lendlovu Lodge Units 2,3,4,5,7,8,9,10 – Floor Plan, Sections and Elevations
A-2109-B1-003	Lendlovu Lodge Units 2,3,4,5,7,8,9,10 – Details, Tiling Layout & Electrical Layout
A-2109-B1-004	Lendlovu Lodge Units 2,3,4,5,7,8,9,10 – En-suite Drawings
A-2109-B1-005	Lendlovu Lodge Units 2,3,4,5,7,8,9,10 – Joinery
A-2109-B1-006	Paraplegic Units 1 & 6 – Floor Plan, Sections and Elevations
A-2109-B1-007	Paraplegic Units 1 & 6 – Details, Tiling Layout & Electrical Layout
A-2109-B1-008	Paraplegic Units 1 & 6 – En-suite Drawings
A-2109-B1-009	Paraplegic Units 1 & 6 – Joinery
A-2109-B1-010	Lendlovu Lodge – Chimney Drawings
A-2109-B1-011	Lendlovu Lodge – Door & Window Schedule
A-2109-B1-012	Lendlovu Lodge – Finishing & Sanitary Schedule
A-2109-B1-013	Ironmongery

Engineering Drawings – Lukhozi Consulting Engineers

GENERAL		
1656-GEN-300	LENDLOVU COMMUNITY LODGE ALL SERVICES LAYOUT PLAN	T1
STRUCTURAL		
1656-S-010	LENDLOVU LODGE - FOUNDATION LAYOUT, SECTIONS & DETAILS	T0
1656-S-011	LENDLOVU LODGE - FLOOR LAYOUT, SECTIONS & DETAILS	T0
1656-S-012	LENDLOVU LODGE - ROOF LAYOUT, SECTIONS & DETAILS	T0
ROAD CONSTRUCTION DRAWINGS		
1656-RDS-310	LENDLOVU COMMUNITY LODGE ROADS KEY PLAN	T0
1656-RDS-311	LENDLOVU COMMUNITY LODGE MAIN ROAD LAYOUT PLAN AND LONGITUDINAL SECTION	T0
1656-RDS-312	LENDLOVU COMMUNITY LODGE ROAD 1 LAYOUT PLAN AND LONGITUDINAL SECTION	T0
1656-RDS-313	LENDLOVU COMMUNITY LODGE ROAD 2 LAYOUT PLAN AND LONGITUDINAL SECTION	T0
1656-RDS-314	LENDLOVU COMMUNITY LODGE ROAD 3 LAYOUT PLAN AND LONGITUDINAL SECTION	T0
1656-RDS-315	LENDLOVU COMMUNITY LODGE ROAD 4 LAYOUT PLAN AND LONGITUDINAL SECTION	T0
WATER		
1656-WAT-330	LENDLOVU COMMUNITY LODGE WATER LAYOUT	T0
1656-WAT-331	LENDLOVU COMMUNITY LODGE WATER RETICULATION DETAILS	T1
SEWER		
1656-SEW-320	LENDLOVU COMMUNITY LODGE SEWER LAYOUT	T0

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1656-SEW-321	LENDLOVU COMMUNITY LODGE SEWER LONGITUDINAL SECTIONS 1 OF 2	T0
1656-SEW-322	LENDLOVU COMMUNITY LODGE SEWER LONGITUDINAL SECTIONS 2 OF 2	T0
1656-SEW-323	LENDLOVU COMMUNITY LODGE SEWER DETAILS	T0

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Employer

Witness for Employer

The Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park

CONTRACT No. CI-AD-0052

C3.3 Specifications

- Finishes Schedule – Refer Imbewu Architects Drawing No A-2109-B1-012 Finishing & Sanitary Schedule (**available on flash drive only**)
- Lukhozi Consulting Engineers – Civil Engineering Specification dated 08 March 2024 (**available on flash drive only**)
- Lukhozi Consulting Engineers – Structural Engineering Specification dated 15 September 2022 (**available on flash drive only**)
- Lukhozi Consulting Engineers – Electrical and Electronic Specification dated 03 August 2022 (**available on flash drive only**)

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Witness for
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Employer

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**The Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park**

CONTRACT No. CI-AD-0052

C3.4 Procurement

C3.4.1 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.

C3.4.2 SCOPE OF MANDATORY SUBCONTRACT WORK

No mandatory subcontract work is envisaged under this contract

C3.4.3 SUBCONTRACTORS

C3.4.3.1 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 the Tender Data.

C3.4.3.2 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 Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park**

CONTRACT No. CI-AD-0052

C3.5 Site Information

C5.1 DESCRIPTION OF THE SITE AND ACCESS

This project is situated within the boundaries of the Main Rest of the Addo Elephant National Park, which is based in the Eastern Cape, and approximately 70km north east of Gqeberha.

The camp is a functional tourist facility and work must always be planned with this fact in mind.

The access to the site would be from the entrance gate located at the main camp.

The Contractor can establish a temporary lay-down area at the site for the duration of the 15-month contract.

Safety and security in all the camp and/or work site is for the contractor to establish and maintain. SANParks does not take responsibility for any damage or loss whatsoever.

C5.2 CLIMATE AND WORKING CONDITIONS

Addo Elephant National Park receives an average rainfall of less than 450mm per year. Rainfall is relatively evenly distributed throughout the year, but there are two peaks: in February-March and October-November. Addo receives the lowest rainfall in July and the highest in March.

The winter months are very cold at night and in the early morning.

Summer has more comfortable temperatures and a bit more rainfall. Some days might be cloudy, and occasional rainstorms occur, but mostly it is sunny.

The average daily maximum midday temperatures for Addo range from 20.7°C in July to 48°C in February. The minimum temperatures can fall to just above 0°C in the winter.

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The Construction of 10 New Family Chalets at Lendlovu Lodge Phase One
Addo Elephant National Park

CONTRACT No. CI-AD-0052

C3.6 Annexes

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ANNEXURE A - HEALTH AND SAFETY SPECIFICATIONS FOR SOUTH AFRICAN NATIONAL PARKS

ANNEXURE B - ENVIRONMENTAL MANAGEMENT PLAN

ANNEXURE C - CODE OF CONDUCT FOR WORKING IN THE SOUTH AFRICAN NATIONAL PARKS

ANNEXURE D – SCHEDULE OF CONTRACTORS FOR EME / QSE SPEND

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Annexure A

Health and Safety Specifications for South African National Parks

For Advertisement

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Witness for Contractor

Employer

Witness for Employer



**HEALTH & SAFETY
SPECIFICATIONS
FOR**

**The Construction of 10 New Family Chalets at
Lendlovu Lodge Phase One**

Addo Elephant National Park

CONTRACT No. CI-AD-0052

Date: March 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

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 - 5.2 Management and Supervision of Construction Work
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 - 5.4 Construction Work Permit
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Witness for Contractor

Employer

Witness for Employer

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- 5.33 Fall protection
- 5.34 Temporary works
- 5.35 Excavation
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- 5.37 Tunneling
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- 5.39 Bulk mixing plant
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- 5.41 Hazardous Chemical Substances (HCS)
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- Activities requiring approved Method Statements
- Activities requiring Permits
- General Arrangements
- Protection of sit against Unauthorized access by public
- Personal Protective Equipment
- Hazardous Substance

8. BASELINE RISK ASSESSMENT

9. HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT

6. TRAINING, INSPECTIONS & RECORDS

- Additional Requirements
- Annexure A: Task Completion Form
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7. PROJECT DETAILS

- Project Directory
- Project Details
- Existing Environment
- Project Health and Safety Requirements

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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

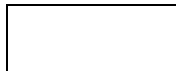
This document is to be read and understood in Conjunction with the following inter alia:

- 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.

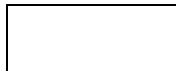
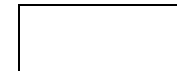
4. DEFINITIONS

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

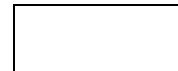
Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:



Contractor


Witness for
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Employer


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

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

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

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

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

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

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

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

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

"construction work" means any work in connection with-

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

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

"contractor" means an employer who performs construction work;

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

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

"designer" means a competent person who-

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

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

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

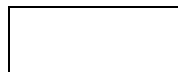
"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;

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

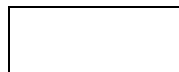
"fall protection plan" means a documented plan, which includes and provides for -

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

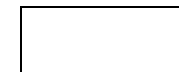
"fall risk" means any potential exposure to falling either from, off or into;



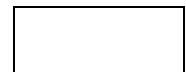
Contractor



Witness for
Contractor



Employer



Witness for
Employer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"structure" means-

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

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

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

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

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

5. GENERAL REQUIREMENTS

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

A Principal Contractor must:

- provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;

[Signature box]

Contractor

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Witness for Contractor

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Employer

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Witness for Employer

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

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

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.

A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

Contractor

Witness for Contractor

Employer

Witness for Employer

A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

5.2 Management and Supervision of Construction Work

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

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

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

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

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

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

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

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

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

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

5.3 Notification of Intention to Commence Construction Work

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

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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 2018 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 365 days and will involve more than 3600 person days or
- Tender value limit grade is 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading.

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

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

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

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

5.6 Competency for Contractor’s Responsible Persons

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

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

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

5.8 Occupational Health and Safety Policy

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

5.9 Health and Safety Organogram

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

5.10 Risk Assessments

Baseline Risk Assessment

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

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

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

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

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

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

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

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

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

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

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors and subcontractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

5.11 Safe Work Procedures

Safe Work Procedures are to form part of the H&S Plan and **must be compiled for all the identified activities.**

The safe work procedures must address the following elements:

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

5.12 Health and Safety Representative(s)

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

5.13 Health and Safety Committee

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

5.14 Medical Certificate of Fitness

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

5.15 Health and Safety Training

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

Contractor

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Employer

Witness for Employer

5.15.1 Induction

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

5.15.2 Awareness

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

5.16 Competency

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

5.17 General Record Keeping

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

5.18 General Inspection, Monitoring and Reporting

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

5.19 Emergency Procedures

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

- List of key personnel;
- Details of emergency services;

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

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service deliver protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel.

5.20 First Aid Box and First Aid Equipment

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

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

5.21 Accident / Incident Reporting and Investigation

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

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

5.22 Hazards and Potential Situations

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

Contractor

Witness for Contractor

Employer

Witness for Employer

5.23 Occupational Health and Safety Signage

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

5.24 Management Of Contractors by Principal Contractor

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

5.25 Stacking of Materials

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

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

5.26 Housekeeping and General Safeguarding on Construction Sites

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

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and

- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger of possibility of persons being struck by falling objects.

5.27 Construction Vehicles and Mobile Plant

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

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

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;

Contractor

Witness for Contractor

Employer

Witness for Employer

- 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;
- 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

Contractor

Witness for Contractor

Employer

Witness for Employer

- 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.

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

A fall protection plan contemplated above must include-

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

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

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

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

5.32 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

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.

Contractor

Witness for Contractor

Employer

Witness for Employer

A contractor must ensure that-

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

- a temporary works drawing or any other relevant document includes construction sequences and methods statement;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

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

5.35 Excavation

A contractor must-

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

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
- the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
- such an excavation is in stable material: Provided that-
- permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
- where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;

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- 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.

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.

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

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

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

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

5.40 Rope Access Work

Not applicable on this project.

5.41 Hazardous Chemical Substances (HCS)

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

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

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

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

5.42 Hazardous Biological Substances (HBS)

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

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

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5.43 Noise Induced Hearing Loss

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

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
 - Describe how records are going to be kept for 40 years.

5.44 Explosives and Blasting

Not applicable on this project.

5.45 Personal Protective Equipment (PPE)

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

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

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

5.46 Asbestos

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

- Notification to the Provincial Director in writing, prior to commencement of asbestos work.
- Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.
- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.

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

5.47 Lead

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.

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5.51 Ladders and Ladder work

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

5.52 General Machinery

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

5.53 Portable Electrical Tools

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

The Contractor shall consider that:

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

5.54 High Voltage Electrical Equipment

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

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

5.55 Public Health and Safety

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

5.56 Night Work

Not applicable on this project.

5.57 Lighting

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

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

5.58 Environmental Conditions and Flora and Fauna

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

5.59 Occupational Health

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

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

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

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

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

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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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ANNEXURE A

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

Item No.	Health and Safety Specification Requirement	OHSA Requirement	Submission date
1	Notification of Intention to Commence Construction	Construction Regulation 2014	At least 7 days before commencement on site
2	Construction Work Permit	Construction Regulation 2014	At least 30 days prior to project commencement
3	Assignment of Responsible Person to Manage 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

ANNEXURE B: APPOINTMENTS

The Contractor shall make the following appointments:

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

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7. PROJECT DETAILS

PROJECT DIRECTORY:		
Client	SANParks 643 Leyds Street Muckleneuk PRETORIA 0002 Contact: Ms Antionet van Wyk	Tel: 012-426 5126 Email: Antionet.vanwyk@sanparks.org
Client Agent	Infrastructure & Special Projects Contact: Mr C Jones	Tel: (021) 983 9304 email: curt.jones@sanparks.org
Architect	Imbewu Architects 154 Cape Road Port Elizabeth, 6001 Contact: Mr G Milne	Tel: (041) 585 1575 email: greg@mmkarchitects.co.za

PROJECT DETAILS:
Description of Works Construction Of 10 New Family Chalets at Lendlovu Lodge – Phase One Addo Elephant National Park Contract No: CI-AD-0052
Anticipated Construction Duration 15 Months
Provisional Start Date August 2024
Completion Date December 2025

EXISTING ENVIRONMENT:
Hazards particular to this project by virtue of location: Wild Animals: The site is located in the Main Rest Camp of the Addo Elephant National Park. No wild animals will be encountered except for the occasional snake. A lookout for snakes and scorpions are going to be required to protect the workers.
Members of public and children: All necessary steps to be taken to protect the public from any dangers associated with the construction works being undertaken.
Public Roads: The use of the roads network to be carefully planned to accommodate public, tenants and traffic.
Overhead, Above Ground and Underground Services crossing the site: Overhead: Not Applicable. Underground: Not Applicable Ground Level: Not Applicable Services Drawings available: Not Applicable Way leaves required: Applicable Permits required: Applicable Isolation required: Not Applicable
Existing structures and surrounding land use (with a significant impact on Health and Safety): The extension of Addo Main Rest Camp is currently underway and therefore a construction site. The surrounding land use is tourism accommodation and tourists and staff access the area.
Existing ground conditions and ground survey report:

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Geotechnical report to be made available

Existing Traffic Systems:

Conditions: Gravel / Tar Roads
Restrictions to access: Applicable
Speed restrictions: Normal road restrictions: 40km/h

PROJECT HEALTH AND SAFETY REQUIREMENTS:

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

Working at Heights: With the additions and alterations, the Principal Contractor must ensure that all registers and scaffolding being used is according to SANS 10085.

Accommodation of Traffic (Management Plan): The Principal Contractor must supply a proper and comprehensive Traffic Management Plan for the site camp and surrounds as well as the work area and surrounds.

Members of the Public: The works is in a very busy area. The Principal Contractor is responsible for the safety of the workers as well as the public. The Principal Contractor will have to have sufficient warning & information signage to assist with the information to the public. The Principal Contractor will be responsible to have sufficient directional signage and to have proper road traffic management in place.

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

Normal construction hazards expected are as follow:

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

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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

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

GENERAL ARRANGEMENTS

Restrictions on times:	Monday - Friday 08:00 to 17:00	Saturday 08:00-13:00
Access to site by Construction Vehicles:	Yes, principal contractor to manage.	
Access to site by Construction workers & Visitors:	Visitors and personnel to report to site office.	
Site camp location and set up:	Restrictions / requirements, storage areas and security to be advised in consultation with principal agent.	
Ablution and Welfare:	Contractor to provide as per regulations.	
Environmental Conditions:	Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk.	
Induction Training:	All workers to receive induction training prior to commencement on site. Special reference to SANParks EMP 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) warning illuminates at night or when visibility is poor, or have other suitable precautionary measures if both of these are not practicable. The entire site is to be fenced off with ready fencing. There needs to be access control as well as security personnel on site at all times.

General Fencing of Site:
Note that construction site must be **clearly demarcated and fenced off** and have controlled access point.

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

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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	Concrete Adhesives
Paint	

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BASELINE RISK ASSESSMENT

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PROJECT: The Construction of 10 New Family Chalets at Lendlovu Lodge - Phase One Addo Elephant National Park – Contract No: CI-AD-0052

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 8 is deemed Tolerable, between 9 and 15 is deemed Medium Risk and above 20 is deemed High Risk

Steps in Operation	Ref No.	Hazard	Risk	Risk Rating			Controls Measures	Action to Mitigate
				P	F	S		
General Onsite Activities	A1	Access to Site	Pedestrian & people equipment interaction causing injury	4	2	12	Occupational Health and Safety Act 24(1)	Area to be secured and barricaded / fenced
			Dust Inhalation	3	1	4	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
			Unauthorised entry	3	2	8	Occupational Health and Safety Act 12(2)	Site Visit Register, signage, Permit for vehicle access
			Slip, trip and fall	3	2	8	Occupational Health and Safety Act 12(1)(b)(c)	Induction Training & PPE
	A2	Placing of office/ containers if lifting is involved	Heavy objects swinging out of control causing injury/damage	2	4	14	Driven Machinery 18(11)	Safe work area, Induction Training, Trained operator, Lifting Plan
			Crane/lifting tackle failure causing object to fall	2	4	14	General Machinery Regulations 7(a)9b)	Inspection Register, Trained operator
			Accidental collision with overhead power lines	2	4	14	General Machinery Regulations 7(a)(b)	Assign a flag man, determine safe work area
			Lifting machine/crane falling over	2	4	14	General Machinery Regulations 5(1)(2)	Assign a flag man, determine safe work area
	A3	Hand Loading and offloading of heavy machinery & equipment	Items rolling/slipping falling causing injury	4	2	12	General Machinery Regulations 2(1)	Induction training, PPE
			Incorrect Lifting procedure resulting in injury	3	2	8	General Machinery Regulations 3(2)	Induction training, Proper lifting procedure, PPE
	A4	Machine loading and offloading of heavy machinery & equipment	Failure of machinery causing injury	3	3	13	Driven Machinery 18(1)(a)(b)	Supervision
			Equipment falling	3	3	13	General Machinery Regulations 2(2)	PPE
			Collision of vehicles	3	3	13	General Machinery Regulations 7(a)(b)	Flag men
A5	Traffic	Equipment interaction	3	4	18	Construction Regulation 23(1)(d)(i)(ii)	Traffic management plan	

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Steps in Operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to Mitigate
			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 firefighting equipment
			Hazardous storage of materials	3	3	13	Hazardous Chemical Regulation (25)9A (2)	Storage plan, regular inspections
	A8	Handling of chemicals and fuels	Exposure	3	3	13	Hazardous Chemical Regulation 9A (1) (a-p)	PPE
			Inhalation	3	3	13	Hazardous Chemical Substances Regulation (36)(37)(38)	
			Burns to Skin	3	3	13	Hazardous Chemical Substances Regulations 9A (2); Material Data Sheet	
	A9	Temporary Low voltage Electrical installation	Exposure to live wires-electrocution	2	5	19	Construction Regulation 24(a)(b)	Lockable DB box, Inspection register
			Faulty earth leakage	2	5	19	SANS 10142	Competent person to do installation & inspection
			Short circuit causing fire	2	4	14	Construction Regulation 24(b)	Weekly inspection, Induction Training & Firefighting equipment
	A10	Issue of PPE	Incorrect PPE	4	2	12	General Safety Regulation 2(1)	PPE Register
	A11	Usage of PPE	Incorrect use of PPE	4	2	12	General Safety Regulation 3(2)	PPE Register, Induction Training, supervision
			Negligence to use PPE	4	2	12	General Safety Regulation 5	PPE Register, Induction Training, supervision
	A12	Adverse storms	Struck by lightning	2	5	19	Induction Training Safe Operation Procedure	Proper warning system

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Steps in Operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to Mitigate
	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
	A16	Fire prevention	Pollution of area	3	2	8	Construction Regulation 27(e)	Proper waste bins and waste removal
			Open Fires	3	3	13	Construction Regulation 29(a)	SANParks EMP & Code of conduct
			Inadequate firefighting equipment	4	3	17	Construction Regulation 29(g)(h)	Inspection register, supervision
			Run-away fires	4	4	21	Emergency evacuation plan	SANParks EMP & Code of conduct
			Accidental Fires	3	4	18	Construction Regulation 29(a)(d)(iii)	Designated smoking areas
	A17	Environmental pollution	Pollution of ground, air, workspace	3	2	8	Environmental Regulation 6(d)	SANParks EMP & Code of conduct
			Littering	4	2	12	SANParks Environmental Management Plan	Induction Training, Provide proper trash bins
	A18	Working near hazardous animals including snakes, spiders & scorpions	Poisons bites/ attack by large animals	3	3	13	SANParks Environmental Management Plan	Induction Training, SANParks ranger where required, Proper treatment in first aid kit
	A19	Working in close proximity of water	Falling into water & drowning	3	4	18	Construction Regulation 26(1)(a)(b)	Safe work area, Induction Training, barricades
Pollution of water body			3	4	18	SANParks Environmental Management Plan Construction Regulation 26(2)	Induction Training	
Plant or vehicle & equipment	B1	Construction vehicles	Equipment Failure	4	4	21	Construction Regulation 23(1)(k)	Vehicle check list and regular maintenance
			Speeding/ Operation	3	4	18	Construction Regulation 23(2)(l)	Safe traffic route, imply penalties, traffic calming measures

Contractor

Witness for Contractor

Employer

Witness for Employer

Steps in Operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to Mitigate
			Potential accident/collision	4	4	21	General Machinery Regulations 7(a)	Induction Training, Reflective vests, safe work area
			Material/equipment fall from vehicle	4	4	21	Construction Regulations 23(1)(b)(g)(h)	Properly secure all goods
			Vehicle/plant not used for correct purpose	3	3	13	Construction Regulations 23(1)(b)(c)	Supervision, controlled access to vehicle/plant
	B2	Licencing of operators	Unauthorized operation of equipment	3	3	13	Construction Regulation 23(1)(d)(i)(ii)	Valid operator, restricted access to machinery, supervision
			Expired licenses	3	1	6	Construction Regulation 23(1)(d)(i)(ii)	Keep OHS file up to date
	B3	Parking of vehicles	Runaway vehicle	3	4	17	Safe Operation Procedures (SOP)	Vehicle check list, use stop block behind tyres
			Parking in unsafe areas	3	1	4	Construction Regulation 23(2)(i)(j)	Demarcate proper parking areas
Transportation	C1	Transportation of employees	Interaction with other vehicle-collision	4	4	21	Construction Regulation 23(1)(b)(j)	Supervisor
			Equipment not roadworthy	3	1	4		Vehicle checklist, vehicle must meet required standards
			Equipment not licensed	3	1	4	Construction Regulations 23(a)(b)	Supervision and monitor
			Operator of vehicle transporting employees not licensed and authorized	3	1	4	Construction Regulation 23(2)(i)(j)	Supervision and monitor if Driver has Valid PDP
			Vehicle not equipped to transport employees	3	1	4	Construction Regulation 23(d)(i)(j)	Vehicle checklist, vehicle must meet required standards
			Not Adhering traffic legislation	3	1	4	Construction Regulation 23(2)(j)	Supervision, implement fines
	C2	Transportation of material or equipment with people	Material/equipment fall from vehicle	4	4	21	Construction Regulation 23(g)(h)	Properly secure all goods
			Potential accident/collision	4	4	21	Construction Regulation 23(2)(g)(h)(j)	Induction Training, Reflective vests, safe work area
	C3	Towing a Trailer	Vehicle accident	4	4	21	Construction Regulations 23(e); Occupational Health and Safety Act 24(1)(c)(iii)(iv)	Awareness, trained operator

Contractor

Witness for Contractor

Employer

Witness for Employer

Steps in Operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to Mitigate
	C3	Towing a Trailer	Towing coupler failure	3	3	13	Construction Regulation 22(e)	Inspection Register
Hand Tools	D1	Injury Due to	Incorrect tools used	4	3	17	Hand tool register, Induction Training,	Supervision
			Defective tools, struck by flying debris	4	3	17	Safe Operation Procedure	Supervision 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	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
	D4	Other electrical portable hand tools	Electrocution	3	5	22	Electrical Machinery Regulations 10(1)(a)(b)	Tool inspection register, site inspection and monitoring
			Exposure to noise	3	3	13	Noise Induced Hearing Loss Regulations(7)(1)(a)(b)(c)(d)	Training and PPE
			Vibration	2	2	5	Safe Operation Procedures (SOP) toolbox tool talks	Safe Operation procedure, Toolbox talks
			Accidental Injury	4	3	17	Safe Operation Procedures (SOP) toolbox tool talks	On site 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

Contractor

Witness for Contractor

Employer

Witness for Employer

Steps in Operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to Mitigate
			Accidental injury	3	3	13	Explosive Regulations 15(b)	PPE, Supervision
			Accidental discharge	3	3	13	Explosive Regulations 15(a)(b)	Safety mechanism working, store in unloaded condition
Site Clearance	E1	Site/Bush Clearing	Moving machinery accident	4	3	17	Construction Regulation 23(2)(b)	Reflective vests, restricted access, induction training
			Injury due to hand tools	4	3	17	Safe Operation Procedures (SOP)	Induction Training, PPE, First Aider
			Snakes/ Spider bites	3	3	13	SANParks Environmental Management Plan	Induction Training, Proper First Aid treatment available
			Dangerous animals in vicinity	3	3	13	SANParks Environmental Management Plan	Induction training, armed rangers escort
	E2	Tree felling	Electrical cables and other services in way of work area	3	4	17	Construction Regulation 24(c)	Properly mark & demarcate existing services
			Injury from chainsaw	3	3	13	Safe Operation Procedures (SOP)	Trained operator, PPE
			Injury from falling tree	3	3	13		Safe work area, PPE
			Felling from height	3	3	13		Safety Harness, Fall Protection Plan, PPE
			Exposure to electrical cables	3	3	13	Electrical Installation Regulations (5)(1)(2)	Safe work area, PPE
	E3	Removal of rubble/waste	Moving machinery accident	4	4	22	Construction Regulation 23(1)(b)(c)	Reflective vests, restricted access, induction training
			Waste material falling of vehicle	3	3	13	Construction Regulations 23(h)	Secure load, stay within maximum vehicle load capacity
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
	E4	Demolition/ Removal of overhead electrical cables not needed	Structure/or unwanted cables / rubble falling on person	3	3	13	Construction Regulation 14(1);4(ii)	Induction Training, PPE, demarcate area
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
Presence of lead or dangerous bulbs or electrical tubes			2	4	14	Lead Regulations (3)	PPE, Induction Training	

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Witness for Contractor

Employer

Witness for Employer

Steps in Operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to Mitigate
			Presence of Asbestos	2	4	14	Asbestos Regulations (4)	PPE, Induction Training
			Hitting electrical cable - electrocution	3	5	22	Construction Regulation 24(a)	Induction training, Site map indicating existing services
			Hitting of gas line - explosion	3	5	22	Construction Regulation 14(1)(2)	Induction training, Site map indicating existing services
Excavation & backfilling	F1	Hand Digging of holes/trenches	Injury due to defective tools	4	3	18		Hand tool register, Induction Training
	F2	Machine Digging of holes/trenches	Injury due to improper work method	4	3	18	Construction Regulation 13(a)	Induction training, supervision
			Trip/fall into holes	3	3	13		Demarcate area, induction training,
			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
	F3	Tipping of material	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
			Material falling on to person	3	3	13	Construction Regulation 23(g)	PPE, Safe Work area, Flag men
			Malfunction of equipment causing injury/damage	3	3	13		
	F4	Hitting of electrical cable and services	Electrocution	3	5	22	Construction Regulation 24(a)(b)(c)	Induction training, Site map indicating existing services
	F5	Opening trenches	Risk of collapse	3	3	13	Construction Regulation 13(h)(l)	Stabilize trench, work permit, induction training
			Fall, slip into trench	4	3	17	General Safety Regulations 2(5)(6)	Barricade trench, PPE
F6	Compaction	Personal Injury	3	3	13	General Safety Regulations 2(5)	PPE, Trained operator	

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Witness for Contractor

Employer

Witness for Employer

Steps in Operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to Mitigate
			Collision of machinery	3	3	13	General Machinery Regulations 4(1)	Induction Training, Reflective vests, safe work area
			Dust Inhalation	3	2	8	Hazardous Chemical Substances Regulation (36)(37)(38)	Induction Training & PPE
Installation of cables & Equipment	G1	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
	G2	Installation of electrical cables or tubing	Cable handling / lifting resulting in injury	3	3	13	Electrical Installation Regulations(2)(1)	Induction training, PPE,
	G3	MV & HV reticulation	Discharge of cable	3	5	22	Electrical Installation Regulations 9(1) General Machinery Regulations 2(1)(2)(3)(i)	Correct measuring equipment
			Electrocution	3	5	22	Construction Regulation 24(a)(b)(c) Electrical Installation Regulations 5 (3)(4)(5)	Competent person to do installation & inspection
			Dangerous/unsafe cable Joints	3	3	13	Construction Regulation 24(d)(e) and Electrical Installation Regulations 5(3)(4)(5)	Supervision
			Accidental switch on while work in progress	3	5	22		Apply lockout procedure before doing connections
			Short circuit can blow up when switching	3	5	22		PPE
	G4	Mini-Substation with main unit installation	Person encountering chemical agents	3	2	8	Safe Work Procedure Hazardous Biological Agents Regulation 10(1)(a)(b); 2(a)(b)(c)	PPE
			Explosion due to electrical connection to distributor or transformer supply.	3	2	8	Electrical Installation Regulations 5 (1-7)	PPE, Induction Training
			Connect cable for emergency purpose i.e., generator.	3	2	8		
			Electrocution	3	5	22	Construction Regulation 24(a)(b)(c) Electrical Installation Regulations 5 (3)(4)(5)	Competent person to do installation & inspection

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Steps in Operation	Ref No.	Hazard	Risk	P	F	S	Controls Measures	Action to Mitigate
Temporary Works	H1	Stop & Go Procedures - Moving Vehicles	Injuries to employees involved in an accident whiles setting up and taking down Stop/Go procedure	4	4	21	Construction Regulation 12(3)(d)	Visibility jackets, radio communication.
			Injuries to employees involved in an accident - in the midst of Stop/Go activity	4	4	21		
			Injuries to road users involved in an accident - approaching a Stop/Go activity	4	4	21		PPE, Competent person conduct work.
			Injury during assembly/dismantling	3	3	13		
Metalwork	M1	Welding and flame cutting	Unsafe flame cutting/ welding equipment	3	5	22	General Safety Regulations 9(1)(a)(b)(d) General Safety Regulations 9(4)(a)(b)(i)(ii)	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		Proper storage facility
			Injury / burns to person	3	3	13	Occupational Health and Safety Act 24(1)(a)(c)	Burn shield in First Air Box
			Accidental fire	3	3	13		Firefighting equipment

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LIKELIHOOD RATING (L)		DESCRIPTION	FREQUENCY
5	Almost certain	Expected to occur in most circumstances.	Recurring event e.g. More than once per month.
4	Likely	The event will probably occur.	Event that may occur frequently once a year.
3	Possible	Might occur occasionally.	Event that may occur. Once in 3 years.
2	Unlikely	Could happen sometime.	Event that is unlikely to occur. Once in 10 years.
1	Rare	May happen only in exceptional circumstances.	Event that is very unlikely to occur.

IMPACTS					
CONSEQUENCE RATING (C)		ENVIRONMENTAL	SAFETY	HEALTH	FINANCIAL IMPACT
5	Critical	Permanent environmental damage to an extensive area.	Fatality. Permanent disabling injuries.	Life threatening or permanently disabling illness.	> R500,000
4	Major	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	Moderate	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	Minor	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	Insignificant	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)			
Hazard	Is a condition, activity, object or substance that has the ability to cause harm.	1	Highly improbable	%	Prioritization indicator	Action	
Risk	Is the chance or likelihood of a hazard causing harm or damage.	2	Less than even chance	1% - 20%	E	Monitor the situation	
Probability	The likelihood of a specific outcome/consequence	3	Improbable	21% - 40%	D	Within six months	
Frequency	A measure of the rate of occurrences of an event expressed as the number of occurrences at a given time	4	Probable	41% - 60%	C	Within one month	
Severity	Degree or harm of the outcome/consequence	5	Inevitable	61% - 80%	B	Within one week	
This HIRA does not necessarily cover all hazards associated with the operation / equipment. It is designed as a guide to compliment the Operational Specific HIRA, which must be carried out for each task forming part of an operation.				81% - 100%	A	Immediate	
Frequency (1 - 5)		Severity (1 - 15)					
1	Hazard arise 2 yearly	1	Superficial injuries, minor cuts and bruises, nuisance and irritations (e.g. eye irritations & headaches), ill health leading to temporary discomfort.	6	Laceration, burns, concussion, serious sprains, minor fractures, deafness, dermatitis, asthma, work related upper limb disorder, ill health leading to permanent minor disablement.	11	Amputation, major fractures, poisoning, multiple injuries, fatal injuries, Occupational cancer, other severely life shortening diseases, acute fatal diseases.
2	Hazard arise yearly	2		7		12	
3	Hazard arise every month	3		8		13	
4	Hazard arise every week	4		9		14	
5	Hazard permanently present	5		10		15	

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DRAFTING COMMITTEE

INITIALS	SURNAME	DESIGNATION	CONTACT DETAILS	HIRA TRAINING	SIGNATURE	DATE
C	Jones	Regional Project Manager	021-983 9304	Yes		
A	Botha	Project Co-Ordinator	042-233-3911	Yes		
G	Milne	Architect	041-585-1575	Yes		
Z	Mkhonza	OHS Co-ordinator Compliance	012-426 5199	Yes		
B	Hendrickse	Quantity Surveyor	021-528-8980	Yes		

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**The Construction of 10 New Family Chalets at Lendlovu Lodge - Phase One
Addo Elephant National Park**

CONTRACT No. CI-AD-0052

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:

Contractor

Witness for
Contractor

Employer

Witness for
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Annexure B

DRAFT Environmental Management Programme (EMPr)

NB!! The DRAFT EMPr must be approved by the Department of Forestry, Fisheries and the Environment (DFFE) as part of the Environmental Authorisation (EA) CONSTRUCTION OF 10 NEW FAMILY CHALETS AND INFRASTRUCTURE AT LENDLOVU LODGE PHASE ONE IN ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE. The Contractor must take note of the responsibilities for the implementation of the construction project as listed in the DRAFT EMPr.

Only reference to the Lendlovu Lodge is applicable. The Solar PV Plant is not applicable for this particular project.

Contractor

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LIST OF ACRONYMS AND ABBREVIATIONS

AENP	Addo Elephant National Park
BA	Basic Assessment
BAR	Basic Assessment Report
CBA	Critical Biodiversity Area
DFFE	Department of Forestry, Fisheries and Environment
DHS	Department of Human Settlement
DoA	Department of Agriculture
DEO	Designated Environmental Officer
DWS	Department of Water and Sanitation
ECO	Environmental Control Officer
EIA	Environmental Impact Assessment
EAP	Environmental Assessment Practitioner
EMF	Environmental Management Framework
EMPr	Environmental Management Program Report
ESA	Ecological Support Area
GN	Government Notice
IDP	Integrated Development Plan
I&APs	Interested and Affected Parties
NEMA	National Environmental Management Act
NFEPA	National Freshwater Ecosystem Protection Assessment
NNR	No Natural Area Remaining
NSBA	National Spatial Biodiversity Assessment
ONA	Other Natural Area
PPP	Public Participation Process
PSDF	Provincial Spatial Development Framework
SAHRA	South African Heritage Resources Agency
SANParks	South African National Parks
SAPS	South African Police Service

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SDF Spatial Development Framework

SIP Strategic Integrated Projects

For Advertisement

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GLOSSARY OF TERMS

Alien species: A plant or animal species introduced from elsewhere: neither endemic nor indigenous.

Applicant: Any person who applies for an authorisation to undertake an activity or undertake an Environmental Process in terms of the Environmental Impact Assessment Regulations – National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA) as contemplated in the scheduled activities listed in Government Notice (GN) No R. 327, 325 and 324.

Biodiversity: The variety of life in an area, including the number of different species, the genetic wealth within each species, and the natural areas where they are found.

Cumulative Impact: In relation to an activity, cumulative impact means the impact of an activity that in it- self may not be significant, but may become significant when added to the existing and potential impacts eventuating from similar or diverse activities or undertakings in the area.

Ecology: The study of the interrelationships between organisms and their environments.

Environment: All physical, chemical and biological factors and conditions that influence an object.

Environmental Impact Assessment: In relation to an application, to which Scoping must be applied, means the process of collecting, organising, analysing, interpreting and communicating information that is relevant to the consideration of the application.

Environmental Impact Report: In-depth assessment of impacts associated with a proposed development. This forms the second phase of an Environmental Impact Assessment and follows on from the Scoping Report.

Environmental Management Programme: A legally binding working document, which stipulates environmental and socio-economic mitigation measures that must be implemented by several responsible parties throughout the duration of the proposed project.

Heritage resources: This means any place or object of cultural and archaeological significance.

Precipitation: Any form of water, such as rain, snow, sleet, or hail that falls to the earth's surface.

Red Data species: All those species included in the categories of endangered, vulnerable or rare, as defined by the International Union for the Conservation of Nature and Natural Resources.

Riparian: The area of land adjacent to a stream or river that is influenced by stream induced or related processes.

Soil compaction: Soil becoming dense by blows, vehicle passage or other type of loading. Wet soils compact easier than moist or dry soils.

Contractor

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INTRODUCTION

This Environmental Management Programme (EMPr), amongst others, describes the mitigation measures and identifies the specific role players that will be responsible for implementation of the mitigation measures, in order to ensure that impacts on the environment are minimised during the construction, operational and decommissioning phases of the following development proposal in the Addo Elephant National Park, Eastern Cape Province:

- 20 x single tourist accommodation units (2 people per unit)
- Associated infrastructure, i.e. roads and bulk services (water, electricity and sewerage) as follows:
 - 4m wide paved road, 1 450m long concrete block paved road with sunken kerbs
 - 20 x concrete block paved driveway and parking areas adjacent to the unit (35m² each)
 - Central Boma with ablution facility
 - Sewer pipeline of 1 400m gravity network to connect to the new wastewater treatment system
 - Electrical and water reticulation to new units and connect to existing services

In addition to the above development, SANParks also propose the development of a Photo Voltaic Solar Supply system adjacent to the lodge. The details of the PV solar supply system are as follows (see illustrations of the three alternatives in Figure 2):

- **General:**
 - **Electrical Power required -**
 - 650 kW - 850 kW
 - **Area required to accommodate PV Solar Modules**
 - 11,287.5m²

This EMPr must form part of the contractual agreement between the relevant Contractor(s) and the Developer/Applicant.

NEMA Regulations Report Compliance

Appendix 4 of the National Environmental Management Act (NEMA) Environmental Impact Assessment (EIA) Regulations, 2014 (as amended) provides the content requirements for Environmental Management Programmes. The table below lists the relevant requirements, indicates whether the relevant information is included in this report or not, and provides cross-references as to where the relevant information can be found in this report.

Table 1: Environmental Management Programme requirements as per Appendix 4 of the NEMA EIA Regulations, 2014 (as amended).

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Reg.	EMPr Content	Included (Yes, No or N/A)	Report Section Reference
	A draft environmental management programme must comply with section 24N of the Act and include -		
	details of:	Yes	Chapter 3
(a)	(i) the person who prepared the environmental management programme; and		
	(ii) the expertise of that person to prepare an environmental management programme;	Yes	Chapter 3
(b)	A detailed description of the aspects of the activity that are covered by the EMPr as identified by the project description;	Yes	Chapter 4
(c)	A map at an appropriate scale which superimposes the proposed activity, its associated structures, and infrastructure on the environmental sensitivities of the preferred site, indicating any areas that should be avoided, including buffers;	Yes	Chapter 2
	A description of the impact management objectives, including management statements, identifying the impacts and risks that need to be avoided, managed and mitigated as identified through the environmental impact assessment process for all phases of the development including –		
(d)	(i) planning and design; (ii) pre-construction activities; (iii) construction activities; (iv) rehabilitation of the environment after construction and where applicable post closure; and, (v) where relevant, operation activities;	Yes	Chapter 9
	A description of proposed impact management actions, identifying the manner in which the impact management outcomes contemplated in paragraph (d) will be achieved, and must, where applicable, include actions to—		
(f)	(i) avoid, modify, remedy, control or stop any action, activity or process which causes pollution or environmental degradation; (ii) comply with any prescribed environmental management standards or practices; (iii) comply with any applicable provisions of the Act regarding closure, where applicable; and, (iv) comply with any provisions of the Act regarding financial provisions for rehabilitation, where applicable;	Yes	Chapter 7 and 9
(g)	The method of monitoring the implementation of the impact management actions contemplated in paragraph (f);	YES	Chapter 9
(h)	The frequency of monitoring the implementation of the impact management actions contemplated in paragraph (f);	YES	Chapter 7
(i)	An indication of the persons who will be responsible for the implementation of the impact management actions;	YES	Chapter 9
(j)	The time periods within which the impact management actions contemplated in paragraph (f) must be implemented;	-	-
(k)	The mechanism for monitoring compliance with the impact management actions contemplated in paragraph (f);	YES	Chapter 9

Contractor

Witness for Contractor

Employer

Witness for Employer

Reg.	EMPr Content	Included (Yes, No or N/A)	Report Section Reference
(l)	A program for reporting on compliance, taking into account the requirements as prescribed by Regulations;	YES	Chapter 7
(m)	An environmental awareness plan describing the manner in which – (i) the applicant intends to inform his or her employees of any environmental risk which may result from their work; and, (ii) risk must be dealt with in order to avoid pollution or the degradation of the environment; and,	YES	Chapter 8
(n)	Any specific information that may be required by the Competent Authority.	-	-

Report Layout

The table below summarises the content layout of this report.

Table 2: Summary of report content layout.

Chapter	Chapter Heading	Content Summary
1	Introduction	Provides a brief background to the proposed project and explains the compliance of this report with regards to Regulation 33 of the NEMA.
2	Map of the Proposed Activity	Provides a Sensitivity Map of the area surrounding the proposed project as well as a map showing the locality of the proposed project.
3	Environmental Assessment Practitioner	Provides details of the EAP who prepared this EMPr and provides information on the expertise of the EAP.
4	Project Description and Listed Activities Covered by this EMPr	Provides a brief project description and describes the relevant project phases and the NEMA Listed Activities triggered.
5	Existing Environmental and Impact Assessment Summary	Summarises the biophysical, social, economic and cultural aspects of the existing environment, and provides a summary of the impact assessment outcome.
6	Persons Responsible for Implementing this EMPr	Provides information on the persons who will be responsible for implementing this EMPr, and explains requirements with regards to on-site communication, site instruction entries, method statements, and record keeping.
7	Recommendations of the EAP	Provides recommendations of the EAP with regards to the Planning and Construction, Operation and Decommissioning phases.
8	Environmental Awareness Plan	Provides information on environmental awareness and risk training, and basic rules of conduct. Also provides an environmental risk plan.
9	Impacts and Mitigation Measures	Provides EMPrs for the relevant project phases.
10	Emergency Response Plan	Provides information on the emergency response plan.
11	Incident Register	Stipulates the content requirements for incident registers.
12	Rehabilitation Measures and Closure Plan	Provides rehabilitation measures and closure plan objectives.

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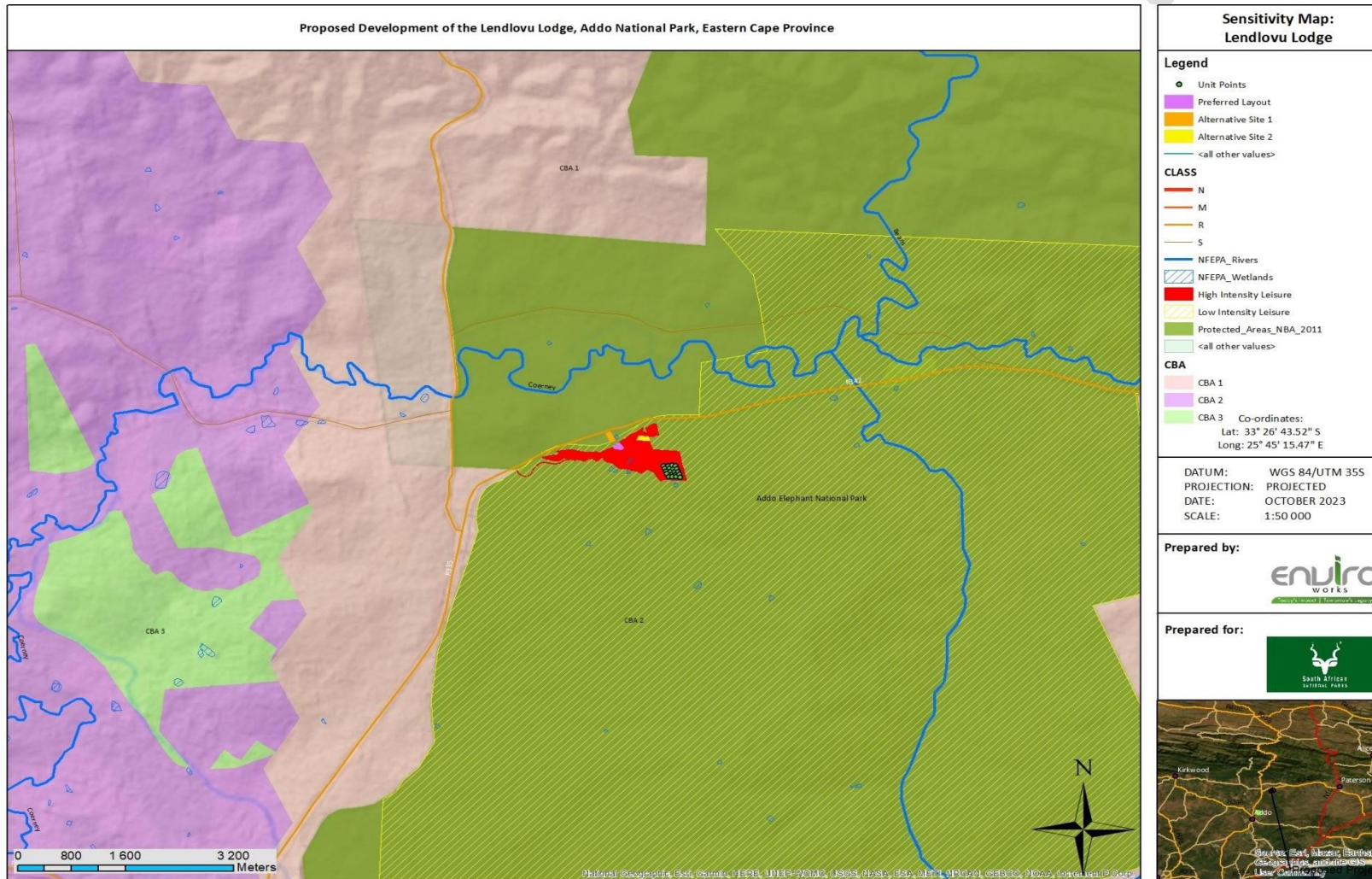


Figure 2: Sensitivity Map of the Proposed Area

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ENVIRONMENTAL ASSESSMENT PRACTITIONER

This Environmental Management Programme Report was prepared by Michael Leach from Enviroworks, the Environmental Assessment Practitioner (EAP) who is undertaking this EIA process. The sections below provide the details of the EAP and explain the EAP's expertise to prepare this EMPr.

Details of the EAP

Business name of EAP:	Enviroworks
Physical address:	Unit 81, Millennium Business Park, 19 Edison Way, Century City, 7441
Postal address:	Suite 1064, Private Bag X2, Century City
Postal code:	7441
Telephone:	-051 436 9675
E-mail:	michael@enviroworks.co.za
Fax:	086 601 7507

Expertise of the EAP

Name of EAP	Education qualifications	Professional affiliations	Experience at environmental assessments (yrs)
Michael Leach	BSc. Conservation Ecology (SU)	EAPASA: 2021/3872; IAIA 6051	5 years
Name of EAP (Reviewer)	Education qualifications	Professional affiliations	Experience at environmental assessments (yrs)
Elbi Bredenkamp	MSc. Botany (UFS)	EAPASA: 2019/2008	20 years

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Curriculum Vitae of the EAP



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Century City Cell I 082 438 9744 I Fax 086 601 7507
michael@enviroworks.co.za I www.enviroworks.co.za



Michael Leach

RELEVANT QUALIFICATIONS

- Bachelor of Science in Conservation Ecology: University of Stellenbosch (2015)

Other Courses

- IAP2 Public Participation Training (31/10/2018)
- Snake Awareness: First Aid for Snakebite and Venomous Snake Handling (12/12/2020)

WORK EXPERIENCE – 4 Years

2016: Operations and maintenance (*Cape Kaskar*)
February 2017 – November 2017: Environmental Control Officer (*Peninsula Permits*)
June 2017 – August 2017: Field Assistant fynbos and *Protea* research (*Post Graduate Students, SU*)
November 2017 – February 2018: Field Assistant - Vegetation Mapping (Postdoctoral Student, SU)
May 2018 – Present: Environmental Consultant and Social Specialist (*Enviroworks*)

SOCIAL SPECIALIST EXPERIENCE

- Socio-Economic Impact Assessment as Part of The Application for The Amendment of The Existing Mine Right Held By Tja Naledi for The Mining of Sand, To Include Aggregate on Portion 4 of The Farm Woodlands 407, Ngwathe Local Municipality, Free State Province (*Greenmined (Pty) Ltd*) - 2019
- Social Impact Assessment for the Proposed Development of the Gromis-Nama-Aggeneis 400 Kv IPP Integration, Springbok, Northern Cape Province (*Eskom Holdings SOC Ltd*) - 2019/2020

BASIC ASSESSMENT EXPERIENCE

- Proposed Development of a Telecommunication Base Station and Associated Infrastructure on Portion 8 of The Farm Delta No. 1003, Groot Drakenstein, Western Cape Province (*Coast to Coast*) - 2018
- Proposed Development of New Sports Fields For Curro Holdings, on Portion 110 of The Farm Olifantsvlei No. 327, Johannesburg South, Gauteng Province (*Curro Holdings*) - 2018
- The Proposed Development of a Thirty Five Metre (35M) Telecommunication Base Station and Associated Infrastructure on Remaining Extent of Portion 13 of The Farm Van Aries Kraal No. 455, Grabouw, Western Cape Province (*Coast to Coast*) - 2019

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- The Proposed Construction of a Curro School on Portion 54 of The Farm Blue Hills No. 397, Midrand, Gauteng Province (*Curro Holdings*) - 2019
- The Proposed Expansion of The Diesel Storage Capacity For Backup Power, on Erf 358, Midrand, Gauteng Province (*Liquid Telecom (Pty) Ltd*) - 2019
- The Proposed Development of a Backup Energy Centre Including Diesel Storage and Generators, on Erf 142504, Diep River, Cape Town, Western Cape Province (*Liquid Telecom (Pty) Ltd*) – 2020
- The Proposed Development of a Thirty Meter (30m) Telecommunication Base Station and Associated Infrastructure on Portion 87 of The Farm Langverwacht No. 241, Kuils River, Western Cape Province (*Atlas Tower (Pty) Ltd*) – 2020
- Proposed Upgrades to the Alpha 1 Recreational Lounge, Robben Island, Western Cape (*Robben Island Museum*) – Current
- The Proposed Development of a Thirty Five Metre (35m) Telecommunication Base Station and Associated Infrastructure on Portion 42 of Farm 428, Plettenberg Bay, Western Cape Province (*Atlas Tower (Pty) Ltd*) – 2021
- The Proposed Development of a Twenty Five Metre (25m) Telecommunication Base Station and Associated Infrastructure on Lorraine Farm, The Remainder of Farm 790, Phillipi, Western Cape Province (*Atlas Tower (Pty) Ltd*) – 2021
- Rezoning and the Development of Fifteen (15) Resort Units on Portion 12 of the Farm Riet Valley No. 452, Gouritzmond, Western Cape Province (*Hassequa Local Municipality*) – Current

SCOPING AND ENVIRONMENTAL IMPACT ASSESSMENT EXPERIENCE

- Proposed Housing Development on the Farm Carolina No. 217, Great Kei Local Municipality, Eastern Cape Province (*Department of Rural Development and Land Reform*) – Current

ENVIRONMENTAL CONTROL OFFICER (ECO) EXPERIENCE

- Photographic and film shoots at various environmentally sensitive locations around Cape Town (*Peninsula Permits*) - 2017
- Periodic Maintenance of National Route 2 Section 4 between Swellendam and Riviersonderend, Western Cape Province (*SANRAL*) - 2018
- External Environmental Compliance Audit - The Periodic Maintenance of TR31 /1 (Km13.58-km45.02), TR 31/2 (Km2.16-Km 15.68) and MR0287 (Km 2.69-Km 14. 50) - Worcester to Robertson to Ashton (*BVi Consulting Engineers*) - 2019
- Development of an Electricity Switching Station on a Portion of Stellenbosch Farm St794/37, Somerset West (*BVi Consulting Engineers*) – 2020

ENVIRONMENTAL OFFICER EXPERIENCE

- Environmental Officer for Vestas Southern Africa (Pty) Ltd. - Oyster Bay Wind Farm - July 2020 – April 2021
- Environmental Officer for Vestas Southern Africa (Pty) Ltd. – Karusa Wind Farm and Soetwater Wind Farm – 2021

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SCREENING ASSESSMENTS EXPERIENCE

- Screening for the Proposed Discarding of Milling Material at Three Stockpile Locations as Part of the Actophambili Road Works Along the R43 Between Worcester and Woseley, Western Cape. (*Actophambili Roads*) - 2019
- Improvement of the National Route R101 Section 08 From Bela Bela (0.0km) To Modimolle (26.8km), Limpopo Province (*BVi Consulting Engineers Western Cape*) - 2020
- The Improvement of National Road R516 Section 1 From R511 (Km 0.0) To Toospruit (Km 36.67), Limpopo Province (*BVi Consulting Engineers Western Cape*) - 2020
- The Improvement of National Road R516 Section 1 From Toospruit (Km 36.67) To Bela Bela (Km 83.8), Limpopo Province (*BVi Consulting Engineers*) – 2020

OTHER EXPERIENCE

- Youth Work – Teenage youth leader (*Pinelands Baptist Church*) - 2012 – 2020
- CDM Degassing Plant – Calibration and data capture (*Promethium Carbon (Pty) Ltd*) - 2018 – 2021
- Bird Monitor for the proposed Umsinde Emoyeni Wind Energy Facility, Murraysburg, Western Cape (*Arcus Consulting*) - April 2017
- Bird Monitor for the proposed Kap Vley Wind Energy Facility, Klienzee, Northern Cape (*Arcus Consulting*) - May 2017
- Field Assistant, Bat mast decommissioning, for the proposed Kap Vley Wind Energy Facility, Klienzee, Northern Cape (*Arcus Consulting*) - March 2018
- Residential Alien Invasive Species Report (*Private*) – 2019
- Plant Species Identification Report for The Widening of a the R60 Road Between Worcester and Ashton, Western Cape Province (*BVi Consulting Engineers*) - 2018

PROJECT DESCRIPTION AND LISTED ACTIVITIES COVERED BY THIS EMPR

Brief Project Description

The Addo Elephant National Park (AENP) is experiencing a growth in tourism demand due to its close proximity to the country’s tourist hub of Port Elizabeth, allowing the development of unique and complementary visitor experiences and facilities.

Tourism programmes are aimed at the development, management, enhancement and provision of a range of sustainable tourism products to ensure a memorable experience for all park visitors. The high-level objective is to ensure that visitors have access to a range of unique and top-quality products and services that are competitively priced and in line with diverse and dynamic visitor needs.

South African National Parks (SANParks) wish to develop within the AENP to facilitate and accommodate the growth in tourism that is being experienced.

Moreover, this development is part of a community compensation project because the proposed development site has a land claim lodged by the local community. A portion of the profit generated from the operational activities of the proposed lodge will be used as a settlement for the land claim. This development forms part of SANParks’ Land Claim Program and is therefore, directly aligned with their Socio-Economic goals.

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Due to the aforementioned motivation for the proposed development, the following infrastructure will be developed (please see Figure 3):

- 20 x single tourist accommodation units (2 people per unit)
- Associated infrastructure, i.e. roads and bulk services (water, electricity and sewerage) as follows:
 - 4m wide paved road, 1 450m long concrete block paved road with sunken kerbs
 - 20 x concrete block paved driveway and parking areas adjacent to the unit (35m² each)
 - Central Boma with ablution facility
 - Sewer pipeline of 1 400m gravity network to connect to the new wastewater treatment system
 - Electrical and water reticulation to new units and connect to existing services

In addition to the above development, SANParks also propose the development of a Photo Voltaic Solar Supply system adjacent to the lodge. The details of the PV solar supply system are as follows (see illustrations of the three alternatives in Figure 4):

- **General:**
 - **Electrical Power required -**
 - 650 kW - 850 kW
 - **Area required to accommodate PV Solar Modules**
 - 11,287.5m²
- **Location Of PV Solar Plant**
 - **Preferred Option –**
 - **Location description:**
 - Located north of the Addo Reception between the existing Waste Water Treatment Plant, Technical Work Shops and Staff Village.
 - **GPS Coordinate:** 33°26'32.12"S 25°44'43.86"E
 - **Area required/available:**
 - For PV Solar Plant: 11,500m² (1.15 Ha)
 - Relocation of road: 1,100m² (0.11 Ha)
 - Total area required: 13,700m² (1.37 Ha)
 - **Note / Other:**
 - The existing gravel access road which provide access to the existing Waste Water Treatment Plant would need to be relocated in order to provide free access to operate and service the plant.
 - This position is ideal as it is close the point where it needs to feed into for distribution by the Rest Camp Electrical Network.

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○ **Alternative Option 1 –**

▪ **Location description:**

- Located north of the existing Main Rest Camp, between the R342 road
- linking Addo Town with Paterson, and Transnet Rail Road.
- **GPS Coordinate:** 33°26'26.97"S 25°44'39.03"E

▪ **Area required/required:**

- For PV Solar Plant: 11,500m² (1.15 Ha)

▪ **Note / Other:**

- The PV Solar Plant would be located next to a very huge Eskom Sub-Station or distribution network.
- The PV Solar plant is further away than the preferred position and both the R342 and Transnet Rail Road would need to be crossed.
- This position would also be outside the existing secured area.

○ **Alternative Option 2 –**

▪ **Location description:**

- Located north east of the Staff Village and south of the “boma”.
- **GPS Coordinate:** 33°26'27.21"S 25°44'57.85"E

▪ **Area required/required:**

- For PV Solar Plant: 11,500m² (1.15 Ha)

▪ **Note / Other:**

- The PV Solar Plant would be located next to the boma where animals are kept for either preparation for transport, nursing and medical treatment or general monitoring.
- The PV Solar plant is further away than the preferred position and both.

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Figure 3: Visual impression of the proposed Lendllovu Lodge and the accommodation units

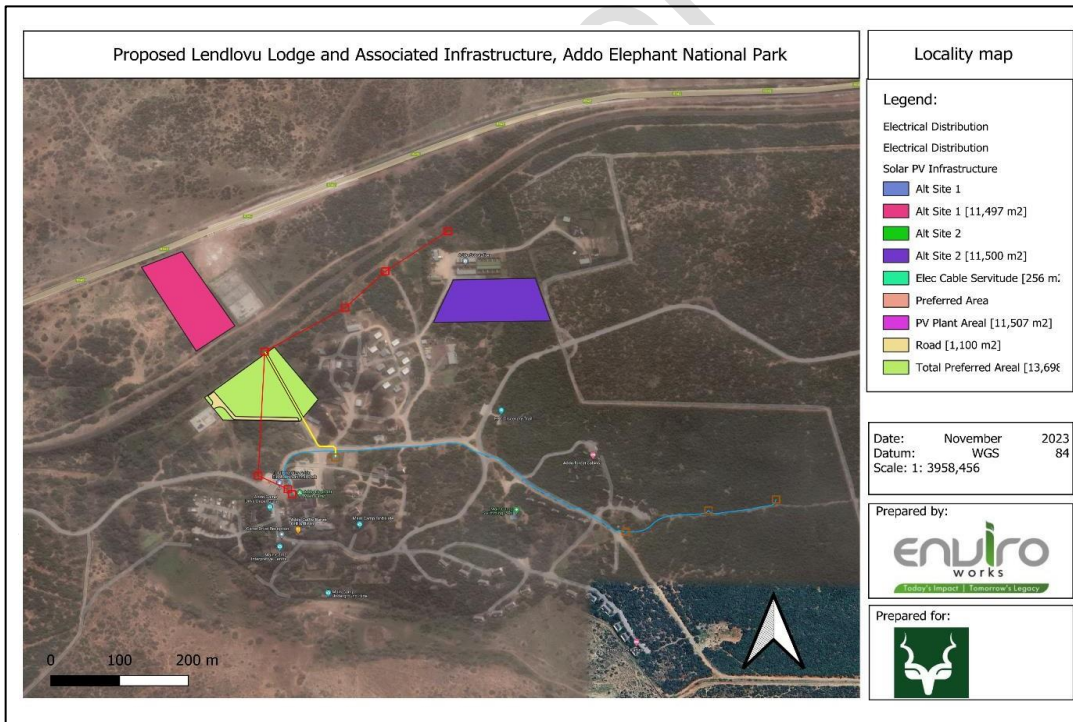


Figure 4 Visual impression of the proposed Lendllovu Lodge solar PV Plant

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Project Phases

Three phases:

- Construction Phase (includes planning, design, pre-construction and construction activities);
- Operational Phase; and,
- Decommissioning Phase.

NEMA Listed Activities Triggered

The NEMA EIA Listed Activities (as per the NEMA EIA Regulations Listing Notices 1, 2 and 3 of 2017, as amended) that will be triggered by the proposed project are listed in the table below.

Table 3: Listed Activities applicable to this application.

Listed Activity as described in GN R. 327 of 07 April 2017 (LN 1)	Description of project activity
<p>Activity 1(ii): The development of facilities or infrastructure for the generation of electricity from a renewable resource where-</p> <p>(ii) the output is 10 megawatts or less but the total extent of the facility covers an area in excess of 1 hectare;</p>	<p>The proposed development will include the development of a solar photovoltaic plant (with a capacity of under 10MW) which will cover an area of more than 1 hectare.</p>
<p>Activity 27: The clearance of an area of 1 hectares or more, but less than 20 hectares of indigenous vegetation</p>	<p>The proposed development will include the development of a solar photovoltaic plant (with a capacity of under 10MW) and a resort lodge which result in the clearance of more than 1 hectare, but less than 20 hectares of indigenous vegetation</p>
Listed Activity as described in GN R. 324 of 07 April 2017 (LN 3)	Description of project activity
<p>Activity 12: The clearance of an area of 300 square meters or more of indigenous vegetation.</p> <p>a. Eastern Cape</p> <p>v. On land, where, at the time of the coming into effect of this Notice or thereafter such land was zoned open space, conservation or had an equivalent zoning.</p>	<p>The proposed development will have a combined footprint of approximately fourteen thousand square metres (140000 m²). In order to develop the new Lendlovu Lodge, more than three hundred square meters (300m²) of indigenous vegetation will be cleared.</p>
<p>Activity 6</p> <p>The development of resorts, lodges, hotels, tourism or hospitality facilities that sleeps 15 people or more.</p> <p>Eastern Cape</p> <p>i. Outside urban areas:</p> <p>(aa) A protected area identified in terms of NEMPAA, excluding conservancies</p>	<p>The proposed development includes the development of tourism hospitality facilities which will have a capacity to sleep approximately forty (40) people within a Protected Area.</p>

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EXISTING ENVIRONMENTAL AND IMPACT ASSESSMENT SUMMARY

The sections below summarise the existing environment, and the outcome of the impact assessment that was undertaken for the proposed project.

The Receiving Environment

The area falls within the Albany Thicket biome and the proposed development site is characterised by Sundays Valley Thicket. The site falls within a Protected Area, namely the Addo Elephant National Park. The Sundays Valley Thicket vegetation consist of tall, dense thicket, with succulents, shrubs and trees widespread, with many spiny species. Spekboom (*Portulacaria afra*) is locally dominant. Sundays River Valley vegetation covers a large area, extending from the coast, just east of Gqeberha to Colchester up to Paterson and then west past Kirkwood, interspersed with patched of other vegetation types. The Sundays Valley Thicket is classified as Least threatened as large areas are protected in the AENP and other reserves. Approximately 11.86% of the vegetation type has already been transformed through cultivation and urban development. The conservation target for the vegetation type is 19%.

The proposed site for the accommodation units and boma facility slopes from east to west. Vegetation on the site is dominated by dense thicket with little to no degradation interspersed with patches of bare soil. The area is bordered by a dirt road and game fence. The accommodation units will be spaced throughout the development site, and the vegetation in between them will be retained to screen the units. Each unit will have a size of approximately two hundred and thirty square metres (230 m²). The new boma facility will be located in the north-eastern corner of the development footprint and will cover an area of approximately two thousand square metres (2000 m²). The road network connecting the accommodation unit and boma will have an area of eight thousand square metres (8000 m²). In total, the Lendlovu Lodge development will have an area of approximately fourteen thousand square metres (14 000 m²).

Public Participation

To support public interest and inform the EIA process, a public consultation process proceeded throughout the lifetime of the assessment. A diverse mix of authorities, stakeholders and interested and affected parties were consulted during this time, representing the environment, social, economic and political realms of local and regional and national bodies.

Comments were responded to during various stages of the public participation process in the Basic Assessment Report and were addressed in project reports as relevant. It is considered that through public participation conducted by the EAP, parties had an adequate opportunity to partake in this process and all concerns were addressed to ensure that all parties are in agreement with the proposed development.

Specialist Investigations

Ecological Impact Assessment (*de Kock, 2023*)

The following recommendations are identified in the Ecological IA:

- All relevant permits must be obtained from the competent authorities to remove any protected plant

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and/or animal species.

- No construction activities will be allowed outside the demarcated footprint.
- All construction areas must be surveyed by a qualified botanist prior to commencement of vegetation removal.
- Vegetation Search and Rescue must be undertaken for construction areas.
- The construction footprint must be surveyed and demarcated prior to construction commencing.
- Permits must be obtained to remove all plant Species of Conservation Concern (SCC).
- A nursery will not be required. Relocated SCC can be replanted in areas with similar vegetation outside the construction site.
- No plant harvesting by construction staff will be allowed.
- Permits must be obtained to remove any animal SCC.
- Relocate as many SCC as possible, especially reptiles by a qualified Snake Handler in the case of Reptiles.
- Relocated animals must be released in areas of similar habitats near the site of removal.
- A faunal specialist (or Park Ranger) must daily inspect the construction footprint during construction for faunal species stuck within the footprint.
- No poaching by construction staff will be allowed.
- Develop an Alien Vegetation Management Plan to mitigate the establishment and spread of undesirable alien plant species during construction.
- All visible alien plants must be removed prior to top and subsoil removal. Removal must occur through appropriate methods such as hand pulling, application of chemicals, cutting, etc. as in accordance with the NEMBA: Alien Invasive Species Regulations.

Heritage Screening Assessment (*Kaplan, 2021 and 2023*)

Given the anticipated low impact of the proposed Lendlovu Lodge and Solar Plant Development on archaeological resources, there are no objections to authorisation of the proposed project. It is therefore recommended that exemption from further specialist archaeological studies and mitigation be granted, with the following conditions.

1. If concentrations of archaeological resources (i. e. stone tools), unmarked human remains, or caches of ostrich eggshell water containers for example, are uncovered during vegetation clearing and construction, all work must immediately cease, and the finds reported to the South African Heritage Resources Agency (SAHRA) (021 642 4502), so that appropriate mitigation action may be undertaken. Burials must not be removed until inspected by a professional archaeologist.

2. The Environmental Control Officer (ECO) as well as the contractor must be informed prior to construction activities commencing, of the possible types of heritage sites and cultural material they may encounter and the procedures to follow when such sites are encountered.

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Palaeontological Assessment Impact Assessment (*Almond, 2021; Nel, 2023*)

The following recommendations are put forth:

- Although no fossil material was identified within the site areas, it is possible that during excavation valuable fossil wood or dinosaurs could be unearthed.
- It is rather unlikely to uncovered a dinosaur fossil, however this is not excluded. Fossilised wood is abundant within the area.
- The fossilised wood slabs located at Point 22 (GPS coordinates: 33°26'26.99"S 25°44'52.77"E) should be protected and no construction should hinder the fossil until the appropriate mitigation (collection permit) has been granted.
- There are no objections on palaeontological heritage grounds to authorise the proposed development within the boundaries of the site areas.
- The ECO should be aware of any fossils (trace fossils, plants, bones etc.) that may be present, or any fossils that may be uncovered during excavation of the underlying strata.
- The construction managers should be aware of any fossils that may be present, and if any fossils are discovered during the construction phase the fossils should be safeguarded and a qualified palaeontologist should immediately be notified.
- The remains of trace fossils, plants, vertebrates are all of palaeontological interest and must be recorded and sampled by the palaeontologist at the developer's expense.

Visual Impact Assessment (*du Plessis, 2021 and 2023*)

The following recommendations are identified in the Visual IA:

Construction Phase:

- Access roads are to be kept clean;
- Site offices and structures should be limited to one location and carefully situated to reduce visual intrusions. Roofs should be grey and non-reflective;
- Construction camps as well as development areas should be screened with netting;
- Lights within the construction camp should face directly down;
- Vegetation clearance should be limited to the development footprint only;
- Litter should be strictly controlled, as the spread thereof through wind could have a very negative visual impact;
- All areas disturbed by construction activities must be subject to landscaping and rehabilitation;

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- All spoil and waste will be disposed to a registered waste site and certificates of disposal provided;
- The project must be timed so that rehabilitation can take place at the optimal time for vegetation establishment;
- Signage, if essential, should be discrete and confined to entrance gates. No corporate or advertising signage must be permitted.
- Avoid shiny materials in structures. Where possible shiny metal structures should be darkened or screened to prevent glare; and,
- Mitigation of visual impacts associated with the construction phase would entail proper planning, management and rehabilitation of the construction site. Mitigation measures include the following:
- Reduce the time of construction through careful planning of logistics and ensure the productive implementation of resources;
- Limit disturbance of the environment to the development footprint; and,
- Limit construction activities to business hours (07:00 – 17:00).

Operation Phase:

- Avoid shiny materials in structures. Where possible shiny metal structures should be darkened or screened to prevent glare;
- Mitigation to minimise lighting impacts include the following:
 - Shielding the sources of light by physical barriers (walls, vegetation or structures itself);
 - Limit mounting heights of lighting fixtures, or alternatively using foot-lights or bollard level lights);
 - Make use of downward directional lighting fixtures;
 - Make use of minimum lumen or wattage in lights;
 - Use motion sensors to activate lighting ensuring light is available when needed.
- It must be ensured that the buildings remain light to earth tones? and that natural or neutral colours are used;
- Should changes occur to the final site development plan the visual specialist must be notified;
- Rehabilitation and Post-closure measures:
 - All above-ground structures should be removed, safely disposed of or possibly recycled for use elsewhere; and,
 - The affected area should be regarded to pre-development topographic conditions, unless the area is required for new specific uses.

Environmental Impact Ratings

- **PLANNING, DESIGN AND CONSTRUCTION PHASE**

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Planning, design and construction phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative 3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
	All visible alien plants must be removed prior to top-and subsoil removal. Removal must occur through appropriate methods such as hand pulling, application of chemicals, cutting, etc. as in accordance with the NEMBA: Alien Invasive Species Regulations.						
Nature of impact: Dust nuisance generated by the operation of machinery and vehicles.	Activity: The frequent upwelling of dust as consequence of the movement of vehicles and machinery on site may impact on worker health causing asthma and other respiratory conditions. Stockpiles are susceptible to the upwelling of fine particulate matter. Several ambient factors, the terrain characteristics, soil type and land use forms can attribute to the degree of loss and susceptibility of stockpiles towards the generation of dust. Regular watering of exposed surfaces may result in the reduction of wind-generated dust from stockpiles.						No impact will occur as the development activities will not take place. Vegetation and habitat features of the proposed development site will remain unaffected.
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	-	-	-	-	-	-	-
Proposed Mitigation:	<ul style="list-style-type: none"> Implement dust suppression measures by watering areas to be cleared as well as already exposed surfaces with damaged soil particles, particularly during dry, windy periods; Ensure all vehicles remain on designated roads and avoid the opening of detour or by-pass tracks; Implement speed restrictions for vehicles on gravel roads; Manage and maintain roadside vegetation to allow for absorption of runoff from road surfaces during and after rainy periods; and, After construction, if access roads or portions thereof will not be of further use to SANParks, remove all foreign material and rip area to facilitate the establishment of vegetation, followed by a suitable revegetation program. 						N/A

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POTENTIAL IMPACTS ON SOCIO-ECONOMIC ASPECTS:							
Nature of impact: The creation of job opportunities during the construction phase.	Activity: The construction period will create a few job opportunities for individuals residing in the area of the AENP						No construction phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	L(+)	L(+)	L(+)	L(+)	L(+)	L(+)	-
Cumulative impact:	-	-	-	-	-	-	-
Proposed Mitigation:	<ul style="list-style-type: none"> Where reasonable and practical the contractors appointed by the Applicant must appoint local contractors and implement a "local first" policy, especially for semi and low-skilled job categories. However, due to the low skill levels in the area, the majority of skilled posts are likely to be filled by personnel from outside the area; 						N/A

Planning, design and construction phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative 3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
	The recruitment selection process should seek to promote gender equality and the employment of women wherever possible, particularly for less labour-intensive work such as flag bearing and supervision; and, The ongoing presence of semi- and high-skilled personnel involved in the project construction phase will generate sustained clientele to a portion of the construction industry within the vicinity of the development.						
Nature of impact: Occupational Health and Safety.	Activity: During the construction phase, accidents, occupational diseases, ill health and damage to property can occur if pre-cautionary measures are not taken. Increased movement of vehicles may lead to accidents. As construction will take place in an area with wild animals, thus construction staff may be bitten or stung.						No construction phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	-	-	-	-	-	-	-

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<p>Proposed Mitigation:</p>	<ul style="list-style-type: none"> • Induction training should highlight the potentially dangerous conditions, including the possibility of encountering snakes; • Only suitably qualified/experienced personnel may remove faunal species from the construction site if required; • Caution must be exercised when lifting construction material off the ground which has stood for a while as snakes or other animals may have sought shelter beneath the material; • The Contractor shall comply with all standard and legally required health and safety regulations; • The Contractor shall provide a standard first aid kit at the site offices; • There must be a Safety Officer on site who has first aid training and knowledge of safety procedures; • The Contractor shall provide the appropriate Personal Protective Equipment for staff; and, The Contractor must have insurance cover for the workmen. 	<p>N/A</p>					
<p>POTENTIAL IMPACTS ON CULTURAL-HISTORICAL ASPECTS:</p>							
<p>Nature of impact: Damage and destruction of fossils during excavation activities.</p>	<p>Activity: Disturbance, damage or destruction of scientifically-valuable fossil heritage preserved at or beneath the ground surface within the development footprint during the construction phase due to surface clearance and excavations into bedrock.</p>	<p>No construction phase impacts are associated with the no-go alternative thus no assessment has been undertaken.</p>					
<p>Significance rating:</p>	<p>L</p>	<p>L</p>	<p>L</p>	<p>L</p>	<p>L</p>	<p>L</p>	<p>-</p>
<p>Cumulative impact:</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>

Contractor

Witness for Contractor

Employer

Witness for Employer

Planning, design and construction phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative 3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
Proposed Mitigation:	<ul style="list-style-type: none"> • A representative sample of fossil wood blocks exposed at a surface within the project area should be collected in the pre-construction phase by a professional paleontologist for curation and display in the Addo Elephant National Park Interpretive Centre; • Any further substantial fossil remains (e.g. vertebrate bones, shells, fossil wood) encountered during excavation should be safeguarded in situ and reported to Eastern Cape Provincial Heritage Resource Authority for possible mitigation by a professional Paleontologist (Contact details: Mr Sello Mokhanya, 74 Alexander Road, King Williams Town 5600; Email: smokhanya@ecphra.org.za); • A Chance Fossil Finds Protocol to be appended to the Construction EMPr and implemented should any substantial fossil remains be uncovered; • Fossil material must be curated in an approved repository (e.g. National Park Interpretive Centre, museum / university collection) and all fieldwork and reports should meet the minimum standards for paleontological impact studies developed by SAHRA (2013); • No heritage structures may be marked or damaged; • Should any heritage resources (including but not limited to fossil bones, coins, indigenous and/or colonial ceramics, any articles of value or antiquity, stone artefacts or bone remains, structures and other built features, rock art and rock engravings) be exposed during excavation for the purpose of construction, construction in the vicinity of the finding must be stopped. A trained Paleontologist or Heritage Specialist must be notified to assess the finds, and this must then be reported to the applicable Heritage Authority and the following details must be provided: <ul style="list-style-type: none"> ○ Date; ○ Position of the excavation (GPS) and depth; ○ A description of the nature of the find; ○ Digital images of the excavation showing vertical sections (sides) and the position of the find showing its depth/location in the excavation; ○ A reference scale must be included in the images (tape measure, ranging rod, or object of recorded dimensions); and, ○ Close-up, detailed images of the find (with the scale included); and, • All operators of excavation equipment must be made aware of the possibility of the occurrence of sub-surface heritage features. If any heritage artefacts are discovered the following procedures must be followed: <ul style="list-style-type: none"> ○ All construction in the immediate 50 m vicinity radius of the site must cease; ○ The Heritage Practitioner must be informed as soon as possible; ○ In the event of obvious human remains SAPS must be notified; ○ Mitigation measures (such as refilling, etc.) must not be attempted; ○ The area in a 50 m radius of the find must be cordoned off with hazard tape; and, Public access must be limited and the area must be placed under guard. 						N/A

Contractor

Witness for Contractor

Employer

Witness for Employer

POTENTIAL VISUAL IMPACTS:							
Nature of impact: Impact on the sense of place for tourists.	Activity: The movement of construction vehicles, machinery and personnel on site shall result in a visual impact for tourists visiting the Addo Elephant National Park. Furthermore, the storage of construction materials shall result in disturbance and an unsightly character.						No construction phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	L	L	L	L	L	L	-
Cumulative impact:	-	-	-	-	-	-	-

Planning, design and construction phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative 3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
Proposed Mitigation:	<ul style="list-style-type: none"> • Access roads are to be kept clean; • Site offices and structures should be limited to one location and carefully situated to reduce visual intrusions. Roofs should be grey and non-reflective; • Construction camps as well as development areas should be screened with netting; • Lights within the construction camp should face directly down; • Vegetation clearance should be limited to the development footprint only; • Litter should be strictly controlled, as the spread thereof through wind could have a very negative visual impact; • All areas disturbed by construction activities must be subject to landscaping and rehabilitation; • All spoil and waste will be disposed to a registered waste site and certificates of disposal provided; • The project must be timed so that rehabilitation can take place at the optimal time for vegetation establishment; • Signage, if essential, should be discrete and confined to entrance gates. No corporate or advertising signage must be permitted. • Avoid shiny materials in structures. Where possible shiny metal structures should be darkened or screened to prevent glare; and, • Mitigation of visual impacts associated with the construction phase would entail proper planning, management and rehabilitation of the construction site. Mitigation measures include the following: <ul style="list-style-type: none"> ○ Reduce the time of construction through careful planning of logistics and ensure the productive implementation of resources; ○ Limit disturbance of the environment to the development footprint; and, ○ Limit construction activities to business hours (07:00 – 17:00). 						N/A

Contractor

Witness for Contractor

Employer

Witness for Employer

POTENTIAL IMPACTS ON NOISE ASPECTS:							
Nature of impact: Noise nuisance generated by construction works, vehicles and personnel.	Activity: The operating of vehicles and machinery on site results in the generation of noise disturbing tourists and animals in the surrounding area.						No construction phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	M	L	M	L	M	L	-
Proposed Mitigation:	<ul style="list-style-type: none"> As far as possible, the construction of the accommodation units and boma should be undertaken outside of the peak tourist seasons; Limit working hours of noisy equipment to daylight hours; All stationary noisy equipment such as compressors and pumps should be contained behind acoustic covers, screens or sheds where possible; The regular inspection and maintenance of equipment must be undertaken to ensure that all components are functioning optimally; Where recurrent use of machinery is frequent, machines should be shut down during intermediate periods; No hooting; Fit silencers to equipment; 						N/A

Planning, design and construction phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative 3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
	<ul style="list-style-type: none"> Unless otherwise specified by the ECO, normal work hours will apply (i.e. from 08:00 to 17:00, Mondays to Fridays); Ensure that Employees and staff conduct themselves in an acceptable manner while on site, both during work hours and after hours; No loud music is permitted on site or in the Camp; A Complaints Register must be maintained and the timing and nature of construction activities adjusted in response to potential complaints; and, Guests must be made aware of the construction activities and the potential inconvenience. 						

Contractor

Witness for Contractor

Employer

Witness for Employer

OPERATIONAL PHASE IMPACTS

Operational Phase	Preferred Site and Layout (Alternative 1)		Alternative 2 Layout or Design		Alternative 3 Layout or Design		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
POTENTIAL IMPACTS ON GEOGRAPHICAL AND PHYSICAL ASPECTS:							
Nature of impact: Handling of general waste materials on the development site.	Activity: The presence of tourists will increase the likelihood of littering in the camp area and in the park.						No operational phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	M	L	M	L	M	L	-
Proposed Mitigation:	<ul style="list-style-type: none"> An adequate number of scavenger proof litter bins must be provided at communal areas, such as the reception, new day visitors area and pool. If bins are not provided, in order to prevent attracting scavenging animals, then signage must be placed imploring tourist to keep their waste with them until they can get to a bin; Waste sorting and separation bins should be placed at all public facilities, to encourage visitors to dispose waste paper, glass and general waste separately; Keep the reception, day visitor area and main camp, including storage areas, offices and workshops neat and tidy; All domestic waste is to be removed from site and disposed of at a registered solid waste landfill site (Koedoeskloof Landfill site) as mentioned in the Basic Assessment Report; Care should be taken to ensure that no waste falls off disposal vehicles on-route to the landfill. If needed, a tarpaulin can be utilised; Minimise waste by sorting wastes into recyclable and non-recyclable waste; and, Grounds staff must regularly inspect the main camp and a bi-weekly litter patrol of the entire site shall be conducted. 						N/A
Nature of impact: The presence of tourist and activities such as use of barbeque facilities at the boma will increase the possibility of veld fires.							No operational phase

Contractor

Witness for Contractor

Employer

Witness for Employer

Operational Phase	Preferred Site and Layout (Alternative 1)		Alternative 2 Layout or Design		Alternative 3 Layout or Design		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
Increased risk of veld fires.							Impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	-	-	-	-	-	-	-
Proposed Mitigation:	<ul style="list-style-type: none"> The boma and each accommodation unit must have a fire extinguisher; Guests must be educated on the fire risks and how these risks can be mitigated; Emergency contact numbers must be placed in accommodation units; Smoking must be restricted to designated areas; and, Staff must be trained how to use fire extinguishers and on what to do in the event of a fire. 						
POTENTIAL IMPACTS ON BIOLOGICAL ASPECTS:							
Nature of impact: Negative impacts to faunal and floral species.	Activity: Vegetation will be left intact between accommodation units and panels and some animals will return to these areas. Guests may harass animals or pick/damage vegetation.						No operational phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	M	-	M	-	M	-	-

Contractor

Witness for Contractor

Employer

Witness for Employer

<p>Proposed Mitigation:</p>	<ul style="list-style-type: none"> • Guests must be informed that the harassing or killing of any animal and/or picking or damaging vegetation is prohibited; • Guests must be implored not to feed animals; • Guest must not leave food unattended at the accommodation units or communal areas and must dispose of all food scraps and packaging in bins provided; • Guests must be made aware of the presence of animals such as vervet monkeys and chacma baboons and the need to keep windows and doors closed; • Emergency numbers must be clearly indicated in each accommodation unit and at the boma facility; • Safe and appropriate driving speeds must be enforced; and, <p>Tourists must be prohibited from bringing weapons into the park, such as slingshots, firearms, air rifles etc. Guests who have a firearm on their person must declare it to security upon arrival, who will seal the firearm. When leaving, tourists must present the sealed firearm to security to confirm that the seal was not tampered with.</p>						<p>N/A</p>
<p>POTENTIAL IMPACTS ON SOCIO-ECONOMIC ASPECTS:</p>							
Operational Phase	Preferred Site and Layout (Alternative 1)		Alternative 2 Layout or Design		Alternative 3 Layout or Design		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
<p>Nature of impact:</p> <p>Traffic impacts associated with the movement of vehicles on site and checking in arriving tourists.</p>	<p>Activity:</p> <p>The development of Lendlovu Lodge and associated infrastructure may result increased vehicular traffic and congestion at the check-in gate as a result of an influx of tourists.</p>						<p>No operational phase impacts are associated with the no-go alternative thus no assessment has been undertaken.</p>
<p>Significance rating:</p>	L	L	L	L	L	L	-
<p>Cumulative impact:</p>	L	L	L	L	L	L	-
<p>Proposed Mitigation:</p>	<ul style="list-style-type: none"> • Vehicle users must ensure that they use designated parking lots. • Vehicle users must ensure that only designated look-out points and picnic spots are used. • Vehicles must keep to a speed of 30 km/h. 						<p>N/A</p>

Contractor

Witness for Contractor

Employer

Witness for Employer

Nature of impact: The proposed development of accommodation units will provide additional income for Addo Elephant National Park and create additional jobs.	Activity: The new accommodation units will allow Addo Elephant National Park to accommodate more over-night tourists. Additional personnel will be required to service and maintain the new units. The surplus income generated will assist SANParks with funding other parks which do not make a profit.						No operational phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	M (+)	M (+)	M (+)	M (+)	M (+)	M (+)	-
Cumulative impact:	-	-	-	-	-	-	-
Proposed Mitigation:	<ul style="list-style-type: none"> Where reasonable and practical the Applicant must implement a "local first" policy, especially for semi and low-skilled job categories; and, The recruitment selection process should seek to promote gender equality and the employment of women wherever possible, particularly for less labour-intensive work such as flag bearing and supervision. 						N/A
Nature of impact: The proposed development of Lendlovu Lodge will provide settlements of land claims.	Activity: The new accommodation units will allow Addo Elephant National Park to settle land claims and ensure that the objectives of the Parks Land Claims Program are met.						No operational phase impacts are associated with the no-go alternative thus no assessment

Operational Phase	Preferred Site and Layout (Alternative 1)		Alternative 2 Layout or Design		Alternative 3 Layout or Design		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
							has been undertaken.
Significance rating:	M (+)	M (+)	M (+)	M (+)	M (+)	M (+)	-
Cumulative impact:	-	-	-	-	-	-	-

Contractor

Witness for Contractor

Employer

Witness for Employer

Proposed Mitigation:	<ul style="list-style-type: none"> The proponent (SANParks) must ensure that the various Stakeholders are adequately addressed during the operational phase of the proposed development. The proponent (SANParks) must ensure that following legislation is adhered to during the operational phase of the proposed development (to be implemented by the Applicant): <ul style="list-style-type: none"> Restitution of Land Rights Act (Act 22 of 1994) Land Reform: Provision of Land and Assistance Act (Act 126 of 1993) Communal Property Associations Act (Act 28 of 1996) 	N/A					
POTENTIAL IMPACTS ON NOISE:							
Nature of impact: Noise nuisance generated by tourists.	Activity: Increased activities and visitors may contribute to noise levels within the area which will impact the sense of place and affect the experience of other visitors.	No operational phase impacts are associated with the no-go alternative thus no assessment has been undertaken.					
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	M	L	M	L	M	L	-
Proposed Mitigation:	<ul style="list-style-type: none"> Visitors must be implored to act in a way which respects the Park's sense of place; No hooting; The conduct of tourists and noise levels at the new accommodation units and boma must be monitored by SANParks personnel. Tourists acting in an unruly or disruptive manor should politely be asked to refrain from disturbing the peace. Tourists who refuse to cooperate should be removed from the park; and, Routine maintenance activities must be restricted to 09:00-16:00. 						N/A
POTENTIAL IMPACTS ON VISUAL:							
Nature of impact: Visual Impact on the surrounding areas.	Activity: The development of the Lendlovo Lodge and associated infrastructure can cause a visual intrusion to observers within a five hundred metre (500 m) radius from the proposed development.						No operational are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	M	L	M	L	M	L	L(+)
Cumulative impact:	-	-	-	-	-	-	-

Contractor

Witness for Contractor

Employer

Witness for Employer

Proposed Mitigation:	<ul style="list-style-type: none"> • As much vegetation as possible should be retained in between the accommodation units and around the boma; • Avoid shiny materials in structures. Where possible shiny metal structures should be darkened or screened to prevent glare; • Mitigation to minimise lighting impacts include the following: <ul style="list-style-type: none"> ○ Shielding the sources of light by physical barriers (walls, vegetation or structures itself); ○ Limit mounting heights of lighting fixtures, or alternatively using foot-lights or bollard level lights); ○ Make use of downward directional lighting fixtures; ○ Make use of minimum lumen or wattage in lights; and, ○ Use motion sensors to activate lighting ensuring light is available when needed. • Lighting to face directly down to the ground in order to minimise lighting effects. • Lights to be fitted with covers to ensure that light is directed at a specific area; • Landscaping must be done to ensure that the accommodation units and boma blend in with the sense of place by enhancing natural features such as trees and vegetation. • Waste storage areas must be properly screened with wooden or brick walls; and, Staff to conduct a daily walk through the site to ensure that no waste is present. 	N/A
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DECOMMISSIONING PHASE

Decommissioning phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative 3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
POTENTIAL IMPACTS ON GEOGRAPHICAL AND PHYSICAL ASPECTS:							
Nature of impact: Negative impact of haphazard placement of infrastructure on the environment.	Activity: The establishment of a main site office and storage site during the decommission period will ensure that the poor placement of materials and infrastructure will be avoided. This could also result in the damage or pollution to surrounding areas caused by decommissioning activities.						No decommissioning phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	-	-	-	-	-	-	-
Proposed Mitigation:	<ul style="list-style-type: none"> • Draw up and submit for approval to the Environmental Control Officer (ECO), a Site Layout Master Plan. This plan must show the final positions of laydown areas and the extent of all permanent and temporary site structures and infrastructure; • The planning for layout must be done in consultation on-site with the Environmental Control Officer (ECO) and Addo Elephant Park Management. The Site Layout Master Plan must be submitted to the ECO for approval at least seven days before the planned decommissioning commencement date; 						N/A

Contractor

Witness for Contractor

Employer

Witness for Employer

	<ul style="list-style-type: none"> • The contractor may not deface, paint, damage or mark any natural features situated in or around the site for survey or other purposes; • The contractor must ensure that all construction personnel, labourers and equipment remain within the demarcated decommissioning site at all times; • Location of storage areas may not be situated in such a manner that they obstruct roads or pathways; • No infrastructure or equipment is to be placed on vegetated areas; • No vehicles to be parked on vegetated areas; • Location of storage areas must take into account prevailing winds, distance to water bodies and general on-site topography; • No servicing of vehicles or machinery may be permitted at the proposed decommissioning site. Any servicing of vehicles or machinery must take place in a designated area and on a sealed surface to prevent soil contamination; • Place infrastructure as far as possible on sites that have already been transformed; • Facilities may not be used as staff accommodation; • The Contractors camp layout must take into account availability of access for deliveries and services and any future works; • The Contractors camp must be of sufficient size to accommodate the needs of all sub-contractors that may work on the project; • The Contractor must identify, in their site plan, infrastructure within the proposed decommissioning, which must not be damaged. The Contractor's plan must include measures to address incidents should the infrastructure be damaged; and, • The Contractor must implement the following as required: <ul style="list-style-type: none"> ○ Suitable sanitation facilities, adequate for the number of staff on site (1 for every 15 personnel and 1 for each gender); and, Facilities for solid waste collection. 						
<p>Nature of impact: Topsoil Removal and Soil Erosion</p>	<p>Activity: The clearing of topsoil and excavation for the removal of building foundations may result in the destruction of fertile topsoil.</p>	<p>No decommissioning phase impacts are associated with the no-go alternative thus no assessment has been undertaken.</p>					
<p>Significance rating:</p>	<p>M</p>	<p>L</p>	<p>M</p>	<p>L</p>	<p>M</p>	<p>L</p>	<p>-</p>
<p>Cumulative impact:</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>

Contractor

Witness for Contractor

Employer

Witness for Employer

Proposed Mitigation:	<ul style="list-style-type: none"> Remove topsoil approximately 300mm deep from establishment area and stockpile areas; Topsoil stockpiles to be kept free from weeds; Topsoil stockpiles to be placed on a levelled area and measures to be implemented to safeguard the piles from being washed away in the event of heavy rain/storm water; Topsoil needs to be stored on designated areas only. This needs to be planned and indicated in the site-layout plan; Ensure that topsoil is not mixed with subsoil and/or any other excavated material; Provide containment and settlement facilities for effluents from concrete mixing and washing facilities; Temporarily stored topsoil must be re-applied within 6 months, topsoil stored for longer needs to be managed according to a detailed Topsoil Management Plan; 	N/A
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Decommissioning phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative 3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
	<ul style="list-style-type: none"> Provide spill containment facilities for hazardous materials like fuel and oil; and, Topsoil must be used in all rehabilitation activities and may not be compacted to ensure that its plant support capacity remains of high quality. 						
Nature of impact: Surface and/or groundwater contamination due to decommissioning activities such as the use of hazardous materials on site e.g. cement, fuel and/or oil.	Activity: Spills could possibly occur on site and lead to the contamination of soil and, groundwater/surface water.						No decommissioning phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	L	-	L	-	L	-	-
Proposed Mitigation:	<ul style="list-style-type: none"> Upon completion of decommissioning works all waste and rubble must be removed from site; Concrete must be mixed on mixing trays only and not on exposed soil. Concrete must only be mixed in areas which have been specially demarcated for this purpose (preferable where no natural vegetation occurs); Material Safety Data Sheets (MSDSs) must be available on site for all chemicals and hazardous substances to be used on-site, including information on their ecological impacts and how to minimise the impacts in case of leakage; All spillage must be cleaned up immediately after they have occurred; Spillage of concrete on any uncovered areas must immediately be scrapped up and appropriately disposed of; 						

Contractor

Witness for Contractor

Employer

Witness for Employer

<p>Proposed Mitigation:</p>	<ul style="list-style-type: none"> An event resulting in the spillage of a hydrocarbon and/or other hazardous substance, in terms of the Section 30 of the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA) (as amended), must be reported to the Department of Forestry, Fisheries, Environmental (DFFE) Director General. All the necessary documentation must be completed and submitted to the authorities mentioned within the prescribed timeframes. This must include the reporting, containment and clean-up procedure; Vehicles and machinery must be maintained to avoid leakages; The discharge of any pollutants such as cement, concrete, lime, chemicals, etc. into the natural environment and the storm water system must strictly be prohibited; Fuel and chemical storage must be done within a designated area only, which is properly bund and able to contain 110% of the capacity of fuel or chemicals stored within; Construction vehicles must be inspected every morning before work commence to ensure that no leakages occur; All personnel must receive induction on how to report spillages, contain them and treat them accordingly; Spill kits must be available at each working station; Drip trays must be placed beneath all construction equipment that is stationary on site or within the site camp; Hazardous waste must be stored in bins with a lid in a demarcated waste area, and must be disposed of at a hazardous treatment facility with records on file; 						<p>N/A</p>
<p>Decommissioning phase</p>	<p>Preferred Site and Layout (Alternative 1)</p>		<p>Alternative Layout or Design (Alternative 2)</p>		<p>Alternative Layout or Design (Alternative3)</p>		<p>No-Go Alternative</p>
	<p>Before Mitigation</p>	<p>After Mitigation</p>	<p>Before Mitigation</p>	<p>After Mitigation</p>	<p>Before Mitigation</p>	<p>After Mitigation</p>	
	<ul style="list-style-type: none"> General waste and hazardous waste must not be mixed and must be disposed of separately. If general waste is contaminated with hazardous waste all the waste must be treated as hazardous waste and disposed as such; and, <p>A register must be kept of the quantities of waste disposed and proof of safe disposal (by the contractor), at an authorised waste disposal facility, must be retained by the Applicant and be available at the site office.</p>						
<p>Nature of impact: Handling of general waste materials on the decommissioning and threat to fauna.</p>	<p>Activity: The presence of personnel and decommissioning operations on site will increase the likelihood of littering and the dumping of solid waste.</p>						<p>No decommissioning phase impacts are associated with the no-go alternative thus no assessment has been undertaken.</p>
<p>Significance rating:</p>	<p>M</p>	<p>L</p>	<p>M</p>	<p>L</p>	<p>M</p>	<p>L</p>	<p>-</p>
<p>Cumulative impact:</p>	<p>M</p>	<p>L</p>	<p>M</p>	<p>L</p>	<p>M</p>	<p>L</p>	<p>-</p>
<p>Proposed Mitigation</p>	<ul style="list-style-type: none"> The Contractor must submit a waste management plan; An adequate number of scavenger proof litter bins are to be placed throughout the site. Two waste bins at least must be present, one (1) for hazardous waste and one (1) for non-hazardous waste at each working site. Dumping of waste on site is prohibited; All bins must have a lid to prevent windblown litter; General waste and hazardous waste must not be mixed and must be disposed of separately. If general waste is contaminated with hazardous waste all the waste must be treated as hazardous waste and disposed as such; 						<p>N/A</p>

Contractor

Witness for Contractor

Employer

Witness for Employer

	<ul style="list-style-type: none"> The importance of appropriately disposing waste must be highlighted in induction training for decommission personnel; Waste sorting and separation must form part of the environmental induction and awareness programme, to encourage personnel to collect wastepaper, glass and metal waste separately; Keep all work sites including storage areas, offices and workshops neat and tidy; Dedicate a demarcated and signposted storage area on site for the collection of decommission waste; All general and domestic waste is to be removed from site; Care must be taken to ensure that no waste falls off disposal vehicles on-route to the drop-off area. If needed, a tarpaulin can be utilised; The burning or burying of solid waste on site is prohibited. Do not burn PVC pipes or other plastic materials, as this is regarded as hazardous waste; Littering by decommission workers shall not be permitted; General refuse/rubbish shall be removed from site at least on a weekly basis; Material removed from the decommissioning footprint must be appropriately disposed at an appropriately licensed waste disposal facility; Portable ablution facilities must be utilised, and these must be serviced by a registered service provider, cleaned at least once a week, and safe disposal slips must be on file at the site office; One (1) toilet must be provided for every fifteen (15) personnel and one (1) for every gender on site; The DEO must inspect the decommissioning site and storage area at the end of each day for any litter. Litter should be cleaned up on a daily basis, even if litter is not from construction personnel; The Contractor will be responsible for the removal of all waste from site; 						
Decommissioning phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative 3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
	<ul style="list-style-type: none"> Hazardous waste must be disposed of at a hazardous treatment facility, records and proof of safe disposal must be kept; and, <p>A register must be kept of the quantities of waste disposed and proof of safe disposal (by the contractor), at an authorised waste disposal facility, must be retained by the Applicant and be available at the site office.</p>						
Nature of impact: Increased risk of veld fires.	Activity: Due to the presence of construction personnel in natural areas, fires can occur if not managed to the correct standard.						No decommissioning phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	-	-	-	-	-	-	-

Contractor

Witness for Contractor

Employer

Witness for Employer

<p>Proposed Mitigation:</p>	<ul style="list-style-type: none"> The Contractor shall take all reasonable and precautionary steps to ensure that fires are not started as a consequence of the activities on site; Ensure the work site and the contractor's camp is equipped with adequate firefighting equipment. This includes at least rubber beaters when working in veld areas, and at least one fire extinguisher of the appropriate type irrespective of the site; Workers must be adequately trained in the handling of firefighting equipment, and can include but not limited to: <ul style="list-style-type: none"> ➢ Regular fire prevention talks and drills; and, ➢ Posting of regular reminders to staff; No open fires are permitted anywhere on site; Do not store any fuel or chemicals under trees; Do not store gas and liquid fuel in the same storage area (Hazardous substances to be stored in accordance with SANS); Any fires that occur on site shall be reported to the ECO immediately and then to the relevant authorities; In the event of a fire, the Contractor shall immediately employ such plant and personnel as is at his disposal and take all necessary action to prevent the spread of the fire and bring it under control; Do not permit any smoking within 3m of any fuel or chemical storage area, or refuelling area. A designated smoking area must be established on site and the disposal of cigarette butts in dedicated bins must be enforced; and, All construction vehicles must be fitted with at least one fire extinguisher. 	<p>N/A</p>					
<p>Nature of impact: Biological impacts associated with the movement of construction vehicles on site.</p>	<p>Activity: The movement of vehicles on site may result in the destruction of biodiversity and mortalities of fauna on site.</p>	<p>No decommissioning phase impacts are associated with the no-go alternative thus no assessment has been undertaken.</p>					
<p>Significance rating:</p>	<p>M</p>	<p>L</p>	<p>M</p>	<p>L</p>	<p>M</p>	<p>L</p>	<p>-</p>
<p>Cumulative impact:</p>	<p>M</p>	<p>L</p>	<p>M</p>	<p>L</p>	<p>M</p>	<p>L</p>	<p>-</p>

Contractor

Witness for Contractor

Employer

Witness for Employer

Decommissioning phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
Proposed Mitigation:	<ul style="list-style-type: none"> All construction vehicles to strictly remain on designated roads or within demarcated decommissioning areas; During decommissioning create designated turning areas and strictly prohibit any off-road driving or parking of vehicles and machinery outside designated areas; Construction personnel are to be informed during induction training of the need to be vigilant when driving, looking out for any fauna species, such as tortoises, that may be crossing roads; A 30 km/h speed limit to be strictly enforced; No night-time driving to be allowed; All vehicles must be road-worthy, be maintained to prevent fuel or oil leaks and drivers are to be licensed appropriately for the driving of their assigned vehicle. Drivers responsible for the transportation of personnel must be specifically licensed to do so; Signage is to be placed on vehicles at all times; and, Vehicles and machinery utilised for decommissioning may not operate on site without safety signage, car-top lights and reflective personnel gear. 						N/A
Nature of impact: Traffic impacts associated with the movement of vehicles to and from site, such as increased congestion and potential for accidents.	Activity: The movement of vehicles in the vicinity of the decommissioning site may cause damage to road surfaces as well as increase in the traffic volume of the R335 and R342, within Addo and within Addo Elephant National Park.						No decommissioning phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	-	-	-	-	-	-	-
Proposed Mitigation:	<ul style="list-style-type: none"> Abnormal loads should be timed to avoid times of year when traffic volumes are likely to be higher, as would be expected over national holidays, weekends and school holiday periods; Vehicles used for transport of materials and sand must be fitted with tarpaulins to prevent the release of such material or items onto road surfaces; Any damage to public roads is to be reported to the management authority and repaired to its original condition; Transport of materials should be limited to the least amount of trips possible; and, Abnormal loads should not be transported after dark. 						N/A

Contractor

Witness for Contractor

Employer

Witness for Employer

Decommissioning phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative 3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
POTENTIAL IMPACTS ON BIOLOGICAL ASPECTS:							
Nature of impact: Loss of Sundays River Valley Thicket during construction and loss of species.	Activity: The decommissioning of several permanent structures on site will result in the loss of Sundays Valley Thicket vegetation due to foundation excavation. Clearing of natural vegetation will result in a range of issues including increasing the risk of erosion, reducing sensitive vegetation types, reducing habitats for animals, and increasing the risk of alien vegetation spreading.						No decommissioning phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	M	L	M	L	M	L	
Cumulative impact:	-	-	-	-	-	-	
Proposed Mitigation:	<ul style="list-style-type: none"> The decommissioning footprint must be surveyed and demarcated prior to decommission commencing; No decommissioning activities will be allowed outside the demarcated footprint; All areas must be surveyed by a qualified faunal specialist prior to commencement of vegetation clearing; and, Vegetation Search and Rescue must be undertaken for decommissioning areas.						N/A
Nature of impact: Loss of plant and animal Species of Conservation Concern.	Activity: Clearing may result in the loss of identified and non-identified plant SCC and animal SCC.						No impact will occur as the decommissioning activities will not take place. Vegetation and habitat features of the proposed decommissioning site will remain unaffected.
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	-	-	-	-	-	-	-

Contractor

Witness for Contractor

Employer

Witness for Employer

<p>Proposed Mitigation:</p>	<ul style="list-style-type: none"> All decommissioning areas must be surveyed by a qualified botanist prior to commencement of vegetation removal; Permits must be obtained to remove all plant SCC; Relocate or replant as many SCC as possible to nearby areas with similar vegetation cover; A nursery will not be required. Relocated SCC can be replanted in areas with similar vegetation outside the decommissioning site; No plant harvesting by construction staff will be allowed; Permits must be obtained to remove any animal SCC; Relocate as many faunal SCC as possible, especially reptiles. In the case of reptiles, by a qualified snake handler; Relocated animals must be released in areas of similar habitats near the site of removal; No hunting, snaring, shooting, nest raiding or egg collection by the construction staff should be allowed; Holes and trenches should not be left open for extended periods of time and should only be dug when needed. Trenches that may stand open for some days should have places where the loose material has been returned to the trench to form an escape ramp present at regular intervals to allow any fauna that fall in to escape; Ensure that the decommissioning area is fenced off from adjacent areas which may harbour wild animals; Do not store building materials and excess stockpiled soils within riparian zones or within areas where natural vegetation occur; Should any fauna be discovered it should be relocated to an area outside the development footprint by a trained professional; and, A faunal specialist (such as a SANParks ranger) must daily inspect the decommissioning footprint during decommissioning for faunal species stuck with in the footprint. 						<p>N/A</p>
<p>Decommissioning phase</p>	<p>Preferred Site and Layout (Alternative 1)</p>		<p>Alternative Layout or Design (Alternative 2)</p>		<p>Alternative Layout or Design (Alternative3)</p>		<p>No-Go Alternative</p>
<p>Nature of impact: Spread of alien and invasive plant species.</p>	<p>Before Mitigation</p>	<p>After Mitigation</p>	<p>Before Mitigation</p>	<p>After Mitigation</p>	<p>Before Mitigation</p>	<p>After Mitigation</p>	<p>No impact will occur as the decommissioning activities will not take place. Vegetation and habitat features of the proposed decommissioning site will remain unaffected.</p>
<p>Significance rating:</p>	<p>M</p>	<p>L</p>	<p>M</p>	<p>L</p>	<p>M</p>	<p>L</p>	<p>-</p>
<p>Cumulative impact:</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>	<p>-</p>

Contractor

Witness for Contractor

Employer

Witness for Employer

Proposed Mitigation:	<ul style="list-style-type: none"> Develop an Alien Vegetation Management Plan to mitigate the establishment and spread of undesirable alien plant species during decommissioning; and, All visible alien plants must be removed prior to top-and subsoil removal. Removal must occur through appropriate methods such as hand pulling, application of chemicals, cutting, etc. as in accordance with the NEMBA: Alien Invasive Species Regulations. 	N/A						
Nature of impact: Dust nuisance generated by the operation of machinery and vehicles.	Activity: The frequent upwelling of dust as consequence of the movement of vehicles and machinery on site may impact on worker health causing asthma and other respiratory conditions. Stockpiles are susceptible to the upwelling of fine particulate matter. Several ambient factors, the terrain characteristics, soil type and land use forms can attribute to the degree of loss and susceptibility of stockpiles towards the generation of dust. Regular watering of exposed surfaces may result in the reduction of wind-generated dust from stockpiles.	No impact will occur as the decommissioning activities will not take place. Vegetation and habitat features of the proposed decommissioning site will remain unaffected.						
Significance rating:	<table border="1" style="width:100%; text-align:center;"> <tr> <td style="background-color:yellow;">M</td> <td style="background-color:lightgreen;">L</td> <td style="background-color:yellow;">M</td> <td style="background-color:lightgreen;">L</td> <td style="background-color:yellow;">M</td> <td style="background-color:lightgreen;">L</td> </tr> </table>	M	L	M	L	M	L	-
M	L	M	L	M	L			
Cumulative impact:	<table border="1" style="width:100%; text-align:center;"> <tr> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> </tr> </table>	-	-	-	-	-	-	-
-	-	-	-	-	-			
Proposed Mitigation:	<ul style="list-style-type: none"> Implement dust suppression measures by watering areas to be cleared as well as already exposed surfaces with damaged soil particles, particularly during dry, windy periods; Ensure all vehicles remain on designated roads and avoid the opening of detour or by-pass tracks; Implement speed restrictions for vehicles on gravel roads; Manage and maintain roadside vegetation to allow for absorption of runoff from road surfaces during and after rainy periods; and, After decommissioning, if access roads or portions thereof will not be of further use to SANParks, remove all foreign material and rip area to facilitate the establishment of vegetation, followed by a suitable revegetation program. 	N/A						
POTENTIAL IMPACTS ON SOCIO-ECONOMIC ASPECTS:								
Nature of impact: The creation of job opportunities during the decommissioning phase.	Activity: The decommissioning period will create a few job opportunities for individuals residing in the area of the AENP	No decommissioning phase impacts are associated with the no-go alternative thus no assessment has been undertaken.						
Significance rating:	<table border="1" style="width:100%; text-align:center;"> <tr> <td style="background-color:lightblue;">L(+)</td> <td style="background-color:lightblue;">L(+)</td> <td style="background-color:lightblue;">L(+)</td> <td style="background-color:lightblue;">L(+)</td> <td style="background-color:lightblue;">L(+)</td> <td style="background-color:lightblue;">L(+)</td> </tr> </table>	L(+)	L(+)	L(+)	L(+)	L(+)	L(+)	-
L(+)	L(+)	L(+)	L(+)	L(+)	L(+)			
Cumulative impact:	<table border="1" style="width:100%; text-align:center;"> <tr> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> </tr> </table>	-	-	-	-	-	-	-
-	-	-	-	-	-			

Contractor

Witness for Contractor

Employer

Witness for Employer

Decommissioning phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative 3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
Proposed Mitigation:	<ul style="list-style-type: none"> Where reasonable and practical the contractors appointed by the Applicant must appoint local contractors and implement a “local first” policy, especially for semi and low-skilled job categories. However, due to the low skill levels in the area, the majority of skilled posts are likely to be filled by personnel from outside the area; and, The recruitment selection process should seek to promote gender equality and the employment of women wherever possible, particularly for less labour-intensive work such as flag bearing and supervision. 						N/A
POTENTIAL IMPACTS ON CULTURAL-HISTORICAL ASPECTS:							
Nature of impact: Damage and destruction of fossils during excavation activities.	Activity: Disturbance, damage or destruction of scientifically valuable fossil heritage preserved at or beneath the ground surface within development footprint during the decommission phase due to surface clearance and excavations into bedrock.						No decommissioning phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	L	L	L	L	L	L	-
Cumulative impact:	-	-	-	-	-	-	-
Proposed Mitigation:	<ul style="list-style-type: none"> Any substantial fossil remains (e.g. vertebrate bones, shells, fossil wood) encountered during excavation should be safeguarded in situ and reported to Eastern Cape Provincial Heritage Resource Authority for possible mitigation by a professional Palaeontologist (Contact details: Mr Sello Mokhanya, 74 Alexander Road, King Williams Town 5600; Email: smokhanya@ecphra.org.za). A Chance Fossil Finds Protocol to be appended to the Decommissioning EMPr and implemented should any substantial fossil remains be uncovered; Fossil material must be curated in an approved repository (e.g. National Park Interpretive Centre, museum / university collection) and all fieldwork and reports should meet the minimum standards for palaeontological impact studies developed by SAHRA (2013); No heritage structures may be marked or damaged; Should any heritage resources (including but not limited to fossil bones, coins, indigenous and/or colonial ceramics, any articles of value or antiquity, stone artefacts or bone remains, structures and other built features, rock art and rock engravings) be exposed during excavation for the purpose of construction, construction in the vicinity of the finding must be stopped. A trained Palaeontologist or Heritage Specialist must be notified to assess the finds, and this must then be reported to the applicable Heritage Authority and the following details must be provided: <ul style="list-style-type: none"> Date; Position of the excavation (GPS) and depth; A description of the nature of the find; Digital images of the excavation showing vertical sections (sides) and the position of the find showing its depth/location in the excavation; A reference scale must be included in the images (tape measure, ranging rod, or object of recorded dimensions); and, Close-up, detailed images of the find (with the scale included); and, 						N/A

Contractor

Witness for Contractor

Employer

Witness for Employer

Decommissioning phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative 3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
	<ul style="list-style-type: none"> All operators of excavation equipment must be made aware of the possibility of the occurrence of sub-surface heritage features. If any heritage artefacts are discovered the following procedures must be followed: <ul style="list-style-type: none"> All decommissioning in the immediate 50 m vicinity radius of the site must cease; The Heritage Practitioner must be informed as soon as possible; In the event of obvious human remains SAPS must be notified; Mitigation measures (such as refilling, etc.) must not be attempted; The area in a 50 m radius of the find must be cordoned off with hazard tape; and, Public access must be limited and the area must be placed under guard. 						
POTENTIAL VISUAL IMPACTS:							
Nature of impact: Impact on the sense of place for tourists.	Activity: The movement of construction vehicles, machinery and personnel on site shall result in a visual impact for tourists visiting the Addo Elephant National Park. Furthermore, the storage of construction materials shall result in disturbance and an unsightly character.						No decommissioning phase impacts are associated with the no-go alternative thus no assessment has been undertaken.
Significance rating:	L	L	L	L	L	L	-
Cumulative impact:	-	-	-	-	-	-	-

Contractor

Witness for Contractor

Employer

Witness for Employer

Proposed Mitigation:	<ul style="list-style-type: none"> Access roads are to be kept clean and dust suppression techniques should be implemented to minimise impacts of vehicle movement; Site offices and structures should be limited to one location and carefully situated to reduce visual intrusions. Roofs should be grey and non-reflective; Construction camps as well as development areas should be screened with netting; Lights within the construction camp should face directly down (angle of 90°); Minimum vegetation should be removed to ensure the visual absorption capacity remain high; Litter should be strictly controlled, as the spread thereof through wind could have a very negative visual impact; Avoid shiny materials in structures. Where possible shiny metal structures should be darkened or screened to prevent glare; and, Mitigation of visual impacts associated with the decommissioning phase would entail proper planning, management and rehabilitation of the decommissioning site. Mitigation measures include the following: <ul style="list-style-type: none"> Reduce the time of decommission through careful planning of logistics and ensure the productive implementation of resources; Limit disturbance of the environment to the development footprint; and, <p>Rehabilitate all disturbed areas immediately after decommissioning through cut and shape and possible revegetation should it be required.</p>						N/A
POTENTIAL IMPACTS ON NOISE ASPECTS:							
Nature of impact: Noise nuisance generated by decommissioning	Activity: The operating of vehicles and machinery on site results in the generation of noise disturbing tourists and animals in the surrounding area.						No decommissioning phase impacts are associated with
Decommissioning phase	Preferred Site and Layout (Alternative 1)		Alternative Layout or Design (Alternative 2)		Alternative Layout or Design (Alternative3)		No-Go Alternative
	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	Before Mitigation	After Mitigation	
works, vehicles and personnel.							the no-go alternative thus no assessment has been undertaken.
Significance rating:	M	L	M	L	M	L	-
Cumulative impact:	M	L	M	L	M	L	-

Contractor

Witness for Contractor

Employer

Witness for Employer

<p>Proposed Mitigation:</p>	<ul style="list-style-type: none"> • As far as possible, the decommissioning activities should be undertaken outside of the peak tourist seasons; • Limit working hours of noisy equipment to daylight hours; • All stationary noisy equipment such as compressors and pumps should be contained behind acoustic covers, screens or sheds where possible; • The regular inspection and maintenance of equipment must be undertaken to ensure that all components are functioning optimally; • Where recurrent use of machinery is frequent, machines should be shut down during intermediate periods; • No hooting; • Fit silencers to equipment; • Unless otherwise specified by the ECO, normal work hours will apply (i.e. from 08:00 to 17:00, Mondays to Fridays); • Ensure that Employees and staff conduct themselves in an acceptable manner while on site, both during work hours and after hours; • No loud music is permitted on site or in the Camp; • A Complaints Register must be maintained and the timing and nature of decommissioning activities adjusted in response to potential complaints; and, <p style="text-align: center;">Guests must be made aware of the decommissioning activities and the potential inconvenience.</p>	<p>N/A</p>
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RECOMMENDATIONS OF THE EAP

Environmental Impact Statement

Summary of Negative Impacts

- Clearance of indigenous vegetation (Sundays River Thicket) and loss of habitat;
- Death of fauna;
- Increased potential of fires;
- Potential contamination of soil and water sources during construction;
- Increased noise and disturbance in the surrounding areas of the proposed lodge;
- Disturbance, damage or destruction of scientifically-valuable fossil heritage; and,
- Noise and visual nuisance.

Summary of Positive Impacts

- Increased funding for SANParks' to undertake maintenance and other conservation initiatives;
- Job creation during construction and operation;
- Reduced capacity load on the national electricity grid;
- Improved visitor experience for overnighting guests.

Contractor

Witness for Contractor

Employer

Witness for Employer

Cumulative Impacts

There is a future lodge development being considered adjacent to the area proposed for the chalets. Cumulative impacts considered in the assessment process included the cumulative clearance of vegetation and increased activity, due to more of tourists overnighiting in the park, as a result of the proposed development and potential future development. The cumulative impacts of the proposed development were found to be of Medium and Low significance respectively for the proposed development. These impacts will be significant at a localised scale but given that they will take place within an area zoned for High Intensity Leisure the impact is deemed to be acceptable.

No-Go Areas

No specific No-Go Areas were identified within the proposed construction footprint. All vegetated areas outside of the designated construction footprint must be regarded as No-Go areas. No-Go Areas have not been illustrated, given the extent of vegetated areas within the proposed footprint and the fact that no specific areas were identified by specialists. Sensitive Areas and Buffer Areas have been identified and can be found in Appendix A. Buffer Areas indicate the surrounding areas are frequented by tourists. Buffer Areas are not regarded as No-Go Areas, but construction activities must be avoided in these areas as far as possible.

Impact Statement

Following a thorough investigation, the Environmental Assessment Practitioner found that from an environmental perspective the Preferred Alternative will have an acceptable impact with the implementation of mitigation measures, given that it will take place within an area zoned for such high-impact activities, and as such it is recommended that the Preferred Alternative be approved.

Validity Period of Environmental Authorisation

It is recommended that construction must commence within five (5) years of Environmental Authorisation being granted and the proposed development must be completed within ten (10) years from commencement

PERSONS RESPONSIBLE FOR IMPLEMENTING THIS EMPR THE “RESPONSIBILITY” COLUMNS IN THE IMPACT AND MITIGATION TABLES PROVIDED BELOW INDICATE WHICH TEAM MEMBER(S) ARE RESPONSIBLE FOR IMPLEMENTATION OF THE IDENTIFIED MITIGATION MEASURES; THESE TEAM MEMBERS INCLUDE THE FOLLOWING:

- Construction contractor(s);
- Construction manager;
- Applicant / Developer; and the
- Designated Environmental Officer

The sections below list further supplementary measures, which must also be implemented by the relevant team members.

Contractor

Witness for Contractor

Employer

Witness for Employer

During the **construction phase**, the **construction Contractor** will:

- Be responsible to have the EMPr available on site at all times;
- Provide the applicant with a “Method Statement” which will indicate the procedures that will be applied in order to meet the requirements of any aspect of the EMPr; and
- Ensure that all problems identified during environmental inspections, are addressed and rectified as soon as reasonably possible.

During the **construction phase**, the **Contract Project Managers** will:

- Have the authority to stop work and issue fines;
- Receive reports from the ECO and report to the client;
- Enforce contractor obligations to the EMPr; and,
- Support the ECO in his/her roles and responsibilities.

During the **construction phase**, the **Environmental Control Officer** will:

- Meet with the contractor and project manager to hand over the site and go through the content of the EMPr, including the “do’s and don’ts” of the project, to ensure that the parties understand their responsibilities to the EMPr;
- Be accountable for monitoring and auditing activities to ensure compliance with the EMPr and the Environmental Authorisation;
- Work correctively with other role-players, but not be influenced in opinion and must report to the applicant only;
- May, in the event of there being a serious threat to or impact on the environment, correspond with the contract project manager to stop work;
- Complete an ECO checklist after each site inspection and distribute this to the project team within 5 working days; and,
- Conduct a final environmental audit of the project on completion of construction and rehabilitation, for submission to the DFFE to review.

During the **operational phase** the **Applicant/Developer**, will be responsible to prevent negative environmental impacts, and as such will be responsible to:

- Set aside a budget for maintenance;
- Maintain all facilities and infrastructure in good working order to effectively fulfil its intended purpose and to prevent negative environmental impacts;
- Not construct any additional buildings, infrastructure, etc. contrary to the Environmental Authorisation,

Contractor

Witness for
Contractor

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Employer

without performing an environmental impact assessment where listed activities of the 2017 NEMA EIA Regulations (as amended, 2021) are triggered; and,

- To immediately remedy any aspects that contribute to negative environmental impacts.

On-site Communication

The following sections describe the site communication measures that will need to be implemented.

Site Instruction Entries

The Site Instruction book must be used for the recording of general site instructions as they relate to the works on site. It must also be used for the issuing of **stop work orders** for the purposes of immediately halting any particular activities of the contractor in lieu of the environmental risk that they may pose.

Method Statements

Method statements from the Contractor will be required for specific sensitive actions on request by the authorities or the ECO.

A method statement forms the baseline information on which work in sensitive environments takes place and is a “live document” allowing for modifications to be negotiated between the Contractor and ECO / Engineer, as circumstances unfolds.

A method statement describes the scope of the intended work, step-by-step, in order for the ECO and Engineer to understand the Contractor’s intentions. This will enable them to assist in devising any mitigation measures, which would minimise environmental impacts during these tasks. For each instance wherein it is requested that the Contractor submit a method statement to the satisfaction of the ECO, the format must clearly indicate the following:

- **What** – a brief description of the work to be undertaken;
- **How** – a detailed description of the process of work, methods and materials;
- **Where** – a description/sketch map of the locality of work (if applicable); and
- **When** – the sequencing of actions with due commencement dates and completion date estimates.

All method statements will form part of the EMPr documentation and are subject to all terms and conditions contained within the EMPr main document.

The Contractor must submit the method statement to the ECO before any particular construction activity is due to start. Work may not commence until the method statement has been approved by the ECO.

Contractor

Witness for Contractor

Employer

Witness for Employer

Record Keeping

All records related to the implementation of this EMPr (e.g. site instruction book, method statements) must be kept together in an office where they are safe and can be retrieved easily. These records must be kept for two years and must at any time be available for scrutiny by any relevant authorities.

Monitoring

Several monitoring actions are proposed which would be undertaken by various project role players. For detail on these actions, "Responsible Person/Party", and "Monitoring Frequency" associated with the identified mitigation measures, refers to the "Monitoring" column in the impact assessment below (Chapter 8).

Performance Assessment and Reporting on EMPr Compliance

A suitably qualified Environmental Control Officer (ECO) must be appointed by the Applicant/Developer to oversee the implementation of the construction phase mitigation measures described in this EMPr, as well as the conditions of authorisation as described in the Environmental Authorisation.

The ECO may not be someone appointed by the contractor, engineer or other party involved with this project, other than the Applicant / Developer.

The following applies, amongst others, to the ECO's role:

- The ECO must undertake **monthly site visits** during the **construction phase**;
- The ECO must **report to** the Applicant/Developer only;
- The ECO must present an **environmental site induction/awareness training session** to all personnel before work on site commences, as are also described below; and,
- After completion of the construction activities, an environmental audit must be undertaken by the ECO, before commencement of the operational phase, to determine compliance with the EMPr and the Environmental Authorisation. The audit report must be submitted to the Competent Authority.

The ECO can recommend the stopping of works if in his/her opinion there is a serious threat to, or impact on the environment, caused directly from the construction operations. This authority is to be limited to emergency situations where consultation with the Engineer or Applicant is not immediately available. In all such work stoppage situations the ECO is to inform the Engineer and Applicant of the reasons for the stoppage as soon as possible.

Upon failure by the Contractor or his employee(s) to show adequate consideration to the environmental aspects of this contract, the ECO may recommend to the Engineer to have the contractor's representative or any employee(s) removed from the site or work suspended until the matter is remedied. No extension of time will be considered in the case of such suspensions and all costs will be borne by the contractor.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

ECO Site Inspection Reports

The ECO site inspection reports (also called “ECO checklists”) will report on the compliance of the construction phase mitigation measures contained in the EMPr, as well as the conditions of approval described in the Environmental Authorisation. The report must be submitted to the Applicant, within five (5) working days of the ECO site inspection and must be made available to the construction Contractor. Copies of the inspection reports must be kept on site.

The contractor’s meeting minutes must reflect environmental queries, agreed actions and dates of eventual compliance. These minutes form part of the official environmental record.

Photographs

It is recommended that photographs are taken of the site prior to, during and immediately after construction as a visual reference. These photographs must be stored with other records related to this EMPr. If captured in digital format, hard copies, in colour, must be kept with all other records relevant to the implementation of this EMPr.

ENVIRONMENTAL AWARENESS PLAN

Environmental Awareness and Risk Training

All contractor team members involved in work on site are to be briefed on their obligations towards environmental controls and methodologies in terms of this EMPr, prior to work commencing. The briefing will usually take the form of an on-site talk and demonstration by the ECO. The education/awareness programme must be aimed at all levels of management within the contractor team. See “basic rules of conduct” below.

1.1.2 Basic Rules of Conduct

The following list represents the basic *Do’s* and *Don’ts* towards environmental awareness, which all participants in this project must consider whilst carrying out their tasks. These are not exhaustive and serve as a quick reference aid.

NOTE: ALL new site personnel must attend an environmental awareness/induction presentation. Please inform your foreman or manager if you have not attended such a presentation or contact the ECO.

DO

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- Clear your work areas of litter and building rubble at the end of each day – use the waste bins provided and prevent litter from being blown away by wind.

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- R I from continuing.
- e• Dispose of cigarettes and matches carefully, so to prevent veld fires (arson and littering is an offence).
- p• Confine work and storage of equipment to within the immediate work area.
- O• Use all safety equipment and comply with all safety procedures.
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- a• Ensure a working fire extinguisher is immediately at hand if any "HOT WORK" is undertaken e.g.
- ll welding, grinding, gas cutting etc.
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- u• Prevent excessive dust and noise.
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DO NOT:

- Damage any vegetation outside of the development footprint.
- Do not litter – report dirty or full facilities, i.e. full dustbins and dirty or blocked toilets.
- Do not make any fires.
- Do not enter any fenced off or demarcated areas.
- Do not allow waste, litter, oils or foreign materials into any storm water channels or drains or watercourses.
- Do not litter or leave food lying around.

IMPACTS AND MITIGATION MEASURES

A number of potential environmental impacts that may arise during the project have been identified. These are outlined in the following table below, and guidelines and mitigation measures are provided. The Contractor must familiarise himself with the requirements of the EMP, keeping in mind that other site- specific requirements as outlined in the Environmental Authorisation must also be complied with.

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Construction Phase Environmental Management Programme

CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
1. ACTIVITY: PERMITS AND AUTHORISATIONS				
1.1	<p>Aspects: Legislative compliance.</p> <p>Impact: Non-compliance with South African environmental legislation.</p> <p>Objective: Ensure compliance with all triggered environmental legislation.</p> <p>Target: Commence site establishment with all permission and approvals received and on hand</p> <p>Mitigation/Management Measures:</p> <p>a. The Developer is to have the following permits on commencement:</p> <ul style="list-style-type: none"> ➤ Environmental Authorisation; ➤ Environmental Management Programme; and, ➤ Building approval from the Municipality. 	Developer	<p>Monitoring Action: Obtain copies of all permits; Record Keeping</p> <p>Responsible Person/Party: The Applicant</p> <p>Monitoring Frequency: Once off</p>	
2. ACTIVITY: SITE LAYOUT PLANNING				
2.1	<p>Aspects: Site Layout Plan.</p> <p>Impact: Negative impact on the environment of unmanaged and unplanned placement of infrastructure.</p> <p>Objective: To ensure acceptable impact and management of environmental issues at the main site and storage site during construction by proper planning of layout of infrastructure placement.</p> <p>Target: All areas not demarcated for construction must remain vegetated and the impact must be minimised.</p> <p>Mitigation/Management Measures:</p>	Contractor	<p>Monitoring Action: Records of the Site Layout must be present on site.</p> <p>Responsible Person/Party: Contract Project Manager / Engineer</p>	

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<p>a. Draw up and submit for approval a Site Layout Master Plan. This plan must show the final positions and extent of all permanent and temporary site structures and infrastructure (inclusive of the distance from any sensitive environmental areas);</p> <p>b. The planning for layout must be done in consultation, on-site, with the Environmental Control Officer (ECO);</p> <p>c. The contractor may not deface, paint, damage or mark any natural features situated in or around the site for survey or other purposes;</p> <p>d. The contractor must ensure that all construction personnel, labourers and equipment remain within the demarcated construction sites at all times;</p> <p>e. No servicing of vehicles may be permitted on site, unless for emergency purposes;</p> <p>f. Stockpiles may not be situated in such a manner that they obstruct pathways;</p> <p>g. Location of storage area must take into account prevailing winds, distance to water bodies and general on-site topography;</p> <p>h. Place infrastructure as far as possible on sites that have already been transformed;</p> <p>i. Facilities may not be used as staff accommodation;</p> <p>j. The Contractors camp layout must take into account availability of access for deliveries and services and any future works;</p> <p>k. The Contractors camp must be of sufficient size to accommodate the needs of all sub-contractors that may work on the project; and,</p> <p>l. The Contractor must implement the following as required:</p> <ul style="list-style-type: none"> ➤ Suitable sanitation facilities, adequate for the number of staff on site (1 for every 15 personnel and 1 for each gender); and, ➤ Facilities for solid waste collection. 		<p><u>Monitoring Frequency:</u> Once off</p>	
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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOICIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
3. ACTIVITY: CONSTRUCTION PROGRAMME / SCHEDULE				
3.1	<p>Aspects: Project Management.</p> <p>Impact: Order and timing of construction activities and associated impacts.</p> <p>Objective: To Provide a clear indication of the order by which key construction activities will transpire.</p> <p>Target: Anticipate timing of impacts to coordinate the availability of any specialists and/or authorities who may be required to conduct site inspections.</p>	All Construction Parties	<p>Monitoring Action: Meetings; Risk Register; ECO Audit Checklist; Photographs</p> <p>Responsible Person/Party: Contract Project Manager / Contractor / ECO</p> <p>Monitoring Frequency: Once off</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. Draw up and sign off a project schedule with all contributing parties and service providers to commit to a timeline during which time construction milestones will be completed; b. Communicate any deviation from this schedule to all parties, so as to provide parties with sufficient opportunity for alternative arrangements to be made; c. Establish a risk register to identify and monitor potential factors which may result in setbacks/ delays on tasks within the project schedule; d. Hold management meetings with representatives of the project manager, contractor, engineer and other contributing parties to monitor and anticipate changes; and, e. Should circumstances/ incidents arise which may pose a risk to the project schedule, the construction contractor, and engineer and ECO are to keep records of this and the latter communicate this in the ECO Monthly Audit Checklist. 				

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
4. ACTIVITY: COMMUNICATION WITH LAND-OWNERS				
4.1	<p>Aspects: Landowner Consent.</p> <p>Impact: Disturbance of existing land use.</p> <p>Objective: Maintain a conflict-free relationship with landowners/users.</p> <p>Target: No complaints received from landowners/users of affected property.</p>	Contract Project Manager / Contractor & Applicant	<p>Monitoring Action: Meetings; Risk Register.</p> <p>Responsible Person/Party: Contract Manager / Project Contractor / ECO</p> <p>Monitoring Frequency: Monthly</p>	
	<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. Landowners are to be aware and in agreement of site access arrangements; b. Landowner has to provide consent to the site supervisor of the construction contractor prior to entering the construction footprint area for safety purposes; c. All property gates are to be kept closed when not in use (or kept in the open/closed state in which it was found); and, d. Any complaint or liaison with regard to environmental aspects, compensation or disorder to economic activities, must not be addressed by the contractor. A public complaint register must be kept on site and the contract project manager must inform the Developer and/or ECO to take further action. 			

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
5. ACTIVITY: SITE ESTABLISHMENT				
5.1	<p>Aspects: Demarcation of the site and vegetation removal.</p> <p>Impact: Direct impact on vegetation during construction and loss of species.</p> <p>Objective: Prevent unnecessary habitat destruction.</p> <p>Target: All areas not demarcated for construction must remain vegetated.</p>	Construction contractor	<p>Monitoring Action: ECO to take photographs of site before clearance; ECO Audit Checklist.</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. No natural surfaces are to be marked other than using droppers, beacons or other artificial object; b. Ensure the upkeep of demarcation boundaries throughout the period of construction until rehabilitation has been completed; c. Keep areas affected to a minimum, strictly prohibit any disturbance outside the demarcated foundation footprint area; d. Clear as little indigenous vegetation as possible, aim to maintain vegetation where it will not interfere with the construction or operation of the development, rehabilitate an acceptable vegetation layer according to rehabilitation recommendations of the relevant EMP, if possible; e. There must be a pre-construction environmental induction for all construction staff on site to ensure that basic environmental biodiversity principles are adhered to f. Where the ECO deems it necessary (e.g. sensitive, natural areas) an ecologist should be appointed and utilised; g. Restoration measures will be required to reinstate functionality in the disturbed soil and vegetation; h. Impacts to sensitive sites (drainage lines) must be avoided; i. No vegetation may be gathered for the purpose of creating fire; and, j. Areas to be cleared should be agreed and demarcated before the start of the clearing operations. 				

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
5.2	<p>Aspects: Topsoil stripping and conservation.</p> <p>Impact: Destruction of topsoil.</p> <p>Objective: Conserve and protect topsoil from erosion and destruction.</p> <p>Target: Topsoil condition maintained.</p>	Construction contractor	<p>Monitoring Action: ECO Audit Checklist; Photographs;</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. In the absence of a distinguishable topsoil layer, strip the uppermost 300 mm of soil; b. Restrict clearing areas for roads and foundation excavations to the smallest area possible; c. Remove topsoil approximately 300mm deep from establishment area and stockpile areas; d. Topsoil stockpiles to be kept free from weeds; e. Topsoil stockpiles to be placed on a levelled area and measures to be implemented to safeguard the piles from being washed away in the event of heavy rain/storm water; f. Topsoil needs to be stored on designated areas only. This needs to be planned and indicated in the site-layout plan; g. Ensure that topsoil is not mixed with subsoil and/or any other excavated material; h. Provide containment and settlement facilities for effluents from concrete mixing and washing facilities; i. Temporarily stored topsoil must be re-applied within 6 months, topsoil stored for longer needs to be managed according to a detailed topsoil management plan; j. Provide spill containment facilities for hazardous materials like fuel and oil; and, k. Topsoil must be used in all rehabilitation activities and may not be compacted to ensure that its plant support capacity remain of high quality. 				

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
6. ACTIVITY: SITE INFRASTRUCTURE PLACEMENT AND OPERATION				
6.1	<p>Aspects: Structures and lay-down areas.</p> <p>Impact: Deterioration of site features and surrounding areas.</p> <p>Objective: Prevent the deterioration of site features like soil, rainwater runoff and erosion.</p> <p>Target: The preservation of site conditions evident on establishment of structures and lay-down areas.</p>	Construction contractor	<p>Monitoring Action: Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: ECO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. Locate all structures and storage areas, including offices, workshops and stores in approved locations are per the Site Layout Plan; b. The camp with storage and laydown areas are to be kept secure and neat with access control measures adopted during construction; c. Clearly define which activities are to occur within which areas of the site by erecting signage; and, d. All hazardous substances, such as fuel, oil, diesel, paint, etc., must be stored in a secondary containment system (trays or bund) which is capable of storing at least 110% of the liquid capacity. If bund areas are used, it must be sealed to avoid seepages. 				

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOICIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7. ACTIVITY: CONSTRUCTION SITE OPERATIONS				
7.1	<p>Aspects: Security and fencing.</p> <p>Impact: Prevent danger of trespassing persons.</p> <p>Objective: Keep the site secure from trespassing or theft and keep animals out.</p> <p>Target: Site remains secure during construction with no incidences of trespassing, theft and injury or death to animals.</p> <p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. Be responsive to open or closed status of gates; b. New or the upkeep of fences must be align to ensure safety of animals and maintain a reliable boundary area; c. Should construction activities require the removal of fences or gates to execute tasks, this must be replaced as soon as possible following completion and, d. In all cases, the landowners on whose property any use of fences or gates, must be consulted, to ensure that parties are informed of construction activity, schedules and vehicle movement. 	Construction contractor	<p>Monitoring Action: Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	
7.2	<p>Aspects: Existing Services and Infrastructure.</p> <p>Impact: Damage to existing services and infrastructure.</p> <p>Objective: No damages to existing services and infrastructure.</p>	Construction contractor	<p>Monitoring Action: Photographs; ECO Audit Checklist</p>	

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOICIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
	<p>Target: No damages to existing services and infrastructure.</p> <p>Mitigation/Management Measures:</p> <p>a. Take cognisance of the position of existing services and infrastructure (e.g. roads, pipelines, power lines and telephone services) that may get damaged due to construction activities;</p> <p>b. Ensure that existing services are not damaged or disrupted unless required by the contract and with the permission of the project manager; and</p> <p>c. In the event that infrastructure is damaged or services interrupted during construction, it will be done at the expense of the Contractor and shall receive top priority over all other activities.</p>		<p>Responsible Person/Party: Contractor & DEO</p> <p>Monitoring Frequency: Monthly</p>	
7.3	<p>Aspects: Traffic.</p> <p>Impact: Impact on traffic.</p> <p>Objective: Minimise the disruption of road users.</p> <p>Target: Minimal disruption of road users.</p>	Construction Contractor	<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: Contractor & DEO</p> <p>Monitoring Frequency: Monthly</p>	

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	<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. All vehicles must be road-worthy and drivers must be qualified, made aware of the potential road safety issues, and need for strict speed limits; b. Abnormal loads must be timed to avoid times of year when traffic volumes are likely to be higher, as would be expected over national holidays, weekends and school holiday periods; c. Vehicles used for transport of materials and sand must be fitted with tarpaulins to prevent the release of such material or items onto road surfaces; d. Any damage to public roads is to be reported to the management authority and repaired to its original condition; e. Transport of materials should be limited to the least amount of trips possible; and, 			
7.4	<p>Aspects: Traffic.</p> <p>Impact: Traffic impacts associated with the movement of construction vehicles on site.</p> <p>Objective: To minimise the destruction of biodiversity, compaction of valuable topsoil and mortalities of fauna on site.</p> <p>Target: Minimal destruction of biodiversity, compaction of valuable topsoil and mortalities of fauna on site.</p> <p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. All construction vehicles to strictly remain on designated roads or within demarcated construction areas; b. Avoid driving off road to minimise impact on vegetation and soil; c. During construction create designated turning areas and strictly prohibit any off-road driving or parking of vehicles and machinery outside designated areas; d. Abnormal loads and machinery should avoid movement over gravel roads during and immediately after rainfall events, so as to limit destruction of road surfaces and sedimentation of downhill rivers/streams; e. All vehicles must be road-worthy, be maintained to prevent fuel or oil leaks and drivers are to be licensed appropriately for the driving of their assigned vehicle. Drivers responsible for the transportation of personnel must be specifically licensed to 	Construction Contractor	<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: Contractor, DEO & ECO</p> <p>Monitoring Frequency: Monthly</p>	

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	<p>do so;</p> <p>f. Signage is to be placed on vehicles at all times; and;</p> <p>g. After construction, if access roads or portions thereof will not be of further use to the landowner, remove all foreign material and rip area to facilitate the establishment of vegetation, followed by a suitable revegetation program; and,</p> <p>h. Construction-related vehicles and machinery may not operate on site without reflective safety signage, car-top lights and reflective personnel gear.</p>			
7.5	<p>Aspects: Erosion Control.</p> <p>Impact: Loss of topsoil, formation of bare soil and deterioration of habitat quality.</p> <p>Objective: Prevent soil erosion.</p> <p>Target: No signs of soil erosion are evident on site.</p> <hr/> <p>Mitigation/Management Measures:</p> <p>a. Disturb as little ground area as possible, stabilize that area as quickly as possible, control drainage through the area, and trap sediment on site;</p> <p>b. Conserve topsoil with its leaf litter and organic matter, and re-apply this material to local disturbed areas to promote the growth of local native vegetation;</p> <p>c. Apply erosion control measures before the rainy season begins and after each season of construction, preferably immediately following construction; and,</p> <p>d. Maintain and reapply erosion control measures until vegetation is successfully established.</p>	Construction contractor	<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: Contractor</p> <p>Monitoring Frequency: Monthly</p>	

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.6	<p>Aspects: Clearance of vegetation for roads and foundations.</p> <p>Impact: Loss of approximately two hectares of Sundays River Valley Thicket during construction, loss of species and spread of alien vegetation.</p> <p>Objective: Minimise loss indigenous vegetation and habitat.</p> <p>Target: No loss of sensitive and important plant species, no habitat loss beyond the development footprint and no spread of alien vegetation.</p>	Construction Contractor	<p>Monitoring Action: ECO Audit Checklist; & Photographs</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: At commencement and thereafter Monthly</p>	
<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. The construction footprint must be surveyed and demarcated prior to construction commencing; b. As far as possible vegetation should be retained wherever possible such in between chalets; c. No construction activities will be allowed outside the demarcated footprint; d. All areas must be surveyed by a qualified faunal specialist prior to commencement of vegetation clearing; and, e. Vegetation Search and Rescue must be undertaken for construction areas. 				

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.7	<p>Aspects: Construction activities such as clearance of natural vegetation, excavations and driving, and presence of construction personnel.</p> <p>Impact: Loss of plant and animal Species of Conservation Concern.</p> <p>Objective: Minimise the loss of plant and faunal Species of Conservation Concern.</p> <p>Target: No loss of plants and fauna Species of Conservation Concern. Plants and fauna Species of Conservation Concern occurring in the development footprint are successfully relocated.</p>	Construction Contractor	<p>Monitoring Action: ECO Audit Checklist; & Photographs</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. All construction areas must be surveyed by a qualified botanist or appropriately trained SANParks personnel prior to commencement of vegetation removal; b. Permits must be obtained to remove all plant SCC; c. Relocate or replant as many SCC as possible to nearby areas with similar vegetation cover; d. A nursery will not be required. Relocated SCC can be replanted in areas with similar vegetation outside the construction site; e. No plant harvesting by construction staff will be allowed; f. Permits must be obtained to remove any animal SCC; g. Relocate as many faunal SCC as possible, especially reptiles. In the case of reptiles, by a qualified Snake Handler; h. Relocated animals must be released in areas of similar habitats near the site of removal; 				

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	<ul style="list-style-type: none"> i. No hunting, snaring, shooting, nest raiding or egg collection by the construction staff should be allowed; j. Holes and trenches should not be left open for extended periods of time and should only be dug when needed for immediate construction. Trenches that may stand open for some days should have places where the loose material has been returned to the trench to form an escape ramp present at regular intervals to allow any fauna that fall in to escape; k. Ensure that the construction area is fenced off from adjacent areas which may harbour wild animals; l. Do not store building materials and excess stockpiled soils within riparian zones or within areas where natural vegetation occur; m. Should any fauna be discovered it should be relocated to an area outside the development footprint by a trained professional; and, n. A faunal specialist (such as a SANParks ranger) must daily inspect the construction footprint during construction for o. faunal species stuck with in the footprint. 			
7.8	<p>Aspects: Clearance of vegetation, excavations, movement of vehicles and presence of personnel.</p> <p>Impact: Spread of alien and invasive plant species.</p> <p>Objective: Minimise the establishment and spread of alien invasive plant species.</p> <p>Target: No establishment of new alien invasive plant species and no spreading of alien invasive plant species as a result of construction activities.</p> <p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. Develop an Alien Vegetation Management Plan to mitigate the establishment and spread of undesirable alien plant species during construction; and, 	Construction Contractor	<p>Monitoring Action: ECO Audit Checklist; & Photographs</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
	b. All visible alien plants must be removed prior to top-and subsoil removal. Removal must occur through appropriate methods such as hand pulling, application of chemicals, cutting, etc. as in accordance with the NEMBA: Alien Invasive Species Regulations.			
7.9	<p>Aspects: Handling of general – and hazardous waste materials on the construction site.</p> <p>Impact: The presence of personnel and construction operations will increase the likelihood of littering and dumping of solid waste.</p> <p>Objective: Management and disposal of general – and hazardous waste in an appropriate manner.</p> <p>Target: No record of pollution or site contamination by solid waste.</p>	Construction Contractor	<p>Monitoring Action: ECO Audit Checklist; Safe Disposal Documentation & Photographs</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	
	<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. The Contractor must submit a waste management plan; b. An adequate number of scavenger proof litter bins are to be placed throughout the site. Two waste bins at least must be present, one (1) for hazardous waste and one (1) for non-hazardous waste at each working site. Dumping of waste on site is prohibited; c. All bins must have a lid to prevent windblown litter; d. General waste and hazardous waste must not be mixed and must be disposed of separately. If general waste is contaminated with hazardous waste all the waste must be treated as hazardous waste and disposed as such; e. The importance of appropriately disposing waste must be highlighted in induction training for construction personnel; 			

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<p>f. Waste sorting and separation must form part of the environmental induction and awareness programme, to encourage personnel to collect wastepaper, glass and metal waste separately;</p> <p>g. Dedicate a demarcated and signposted storage area on site for the collection of construction waste;</p> <p>h. All general and domestic waste is to be removed from site;</p> <p>i. Care must be taken to ensure that no waste falls off disposal vehicles on-route to the drop-off area. If needed, a tarpaulin can be utilised;</p> <p>j. The burning or burying of solid waste on site is prohibited. Do not burn PVC pipes or other plastic materials, as this is regarded as hazardous waste;</p> <p>k. Littering by construction workers shall not be permitted;</p> <p>l. General refuse/rubbish shall be removed from site at least on a weekly basis;</p> <p>m. Material removed from the development footprint must be appropriately disposed at an appropriately licensed waste disposal facility;</p> <p>n. Portable ablution facilities must be utilised, and these must be serviced by a registered service provider, cleaned at least once a week, and safe disposal slips must be on file at the site office;</p> <p>o. Keep all work sites including storage areas, offices and workshops neat and tidy. The DEO must inspect the development site and storage area at the end of each day for any litter. Litter should be cleaned up on a daily basis, even if litter is not from construction personnel;</p> <p>p. The Contractor will be responsible for the removal of all waste from site;</p> <p>q. Hazardous waste must be disposed of at a hazardous treatment facility, records and proof of safe disposal must be kept; and,</p> <p>r. A register must be kept of the quantities of waste disposed and proof of safe disposal (by the contractor), at an authorised waste disposal facility, must be retained by the Applicant and be available at the site office.</p>			
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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.10	<p>Aspects: Sewage waste.</p> <p>Impact: Pollution and site contamination due to sewage.</p> <p>Objective: Provide facilities for appropriate collection and disposal of sewage.</p> <p>Target: No record of pollution or site contamination by sewage.</p> <hr/> <p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. Provide portable chemical ablution facilities, situated at convenient locations in proximity to work areas. This must be in relation to the quantity of users on site, with 1 ablution facility per 15 users and 1 for each gender; b. Locations for the placement of ablution facilities include the workshop and areas for resting and eating; c. Ablution facilities are to be maintained and cleaned regularly to ensure functionality and an adequate level of hygiene; d. Drinking water facilities, comprising of a water tank with a manual tap can be combined with hand washing facilities near site ablution; and, e. Only toilet paper is to be flushed down the chemical ablution facility. Personnel are to be informed on sanitary implementation as part of the environmental awareness. 	<p>Construction Contractor</p>	<p>Monitoring Action: ECO Audit Checklist; Safe Disposal Slips & Photographic Evidence</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.11	<p>Aspects: Dust Generation.</p> <p>Impact: Dust nuisance from site operations on surrounding land owners.</p> <p>Objective: To avoid dust from excavated materials and construction activity caused by site operations.</p> <p>Target: Minimise the incidence of dust generation.</p>	Construction Contractor	<p>Monitoring Action: ECO to take photographs of the site and monitor dust levels on a daily basis; ECO Audit Checklist; Public Complaints Register</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	
	<p>b. Ensure all vehicles remain on designated roads and avoid the opening of detour or by-pass tracks;</p> <p>c. Implement speed restrictions for vehicles on gravel roads;</p> <p>d. Vehicles delivering or removing soil must be covered to reduce spills and windblown dust;</p> <p>e. Any complaints received by the Contractor regarding dust will be recorded and communicated to the ECO;</p> <p>f. Ensure all vehicles remain on designated roads and avoid the opening of detour or by-pass tracks; and,</p> <p>g. After construction, if access roads or portions thereof will not be of further use to SANParks, remove all foreign material and rip area to facilitate the establishment of vegetation, followed by a suitable revegetation program.</p>			
7.12	<p>Aspects: Visual Impact.</p> <p>Impact: Visual impact of site operations on surrounding land owners. Objective: To avoid unnecessary visual impact caused by site operations. Target: Minimise the incidence of visual impact.</p>	Construction Contractor	<p>Monitoring Action: ECO to take photographs of the site and monitor dust levels on a</p>	

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<p>a. Access roads are to be kept clean and dust suppression techniques should be implemented to minimise impacts of vehicle movement;</p> <p>b. Site offices and structures should be limited to one location and carefully situated to reduce visual intrusions. Roofs should be grey and non-reflective;</p> <p>c. Construction camps as well as development areas should be screened with netting;</p> <p>d. Lights within the construction camp should face directly down (angle of 90°);</p> <p>e. Minimum vegetation should be removed to ensure the visual absorption capacity remain high;</p> <p>f. Infrastructure design need to be in line with the sense of place associated with the AENP;</p> <p>g. Litter should be strictly controlled, as the spread thereof through wind could have a very negative visual impact;</p> <p>h. Avoid shiny materials in structures. Where possible shiny metal structures should be darkened or screened to prevent glare; and,</p> <p>i. Mitigation of visual impacts associated with the construction phase would entail proper planning, management and rehabilitation of the construction site. Mitigation measures include the following:</p> <ul style="list-style-type: none"> ➤ Reduce the time of construction through careful planning of logistics and ensure the productive implementation of resources; ➤ Limit disturbance of the environment to the development footprint; and, ➤ Rehabilitate all disturbed areas immediately after construction through cut and shape and possible revegetation should it be required. 		<p>daily basis; ECO Audit Checklist; Public Complaints Register</p> <p><u>Responsible Person/Party:</u></p> <p>ECO & DEO</p> <p><u>Monitoring Frequency:</u></p> <p>Monthly</p>	
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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
13	<p>Aspects: Noise Generation.</p> <p>Impact: Noise nuisance from site operations disturbing tourists and animals.</p> <p>Objective: To avoid excessive noise generation from site operations.</p> <p>Target: Minimise the incidence of noise generation.</p>	Construction Contractor	<p>Monitoring Action:</p> <p>ECO to take photographs of site; Public Complaints Register; ECO Audit Checklist</p> <p>Responsible Person/Party:</p> <p>ECO & DEO</p> <p>Monitoring Frequency:</p> <p>Monthly</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. As far as possible, the construction of the chalets and associated infrastructure should be undertaken outside of the peak tourist seasons; b. Limit working hours of noisy equipment to daylight hours; c. All stationary noisy equipment such as compressors and pumps should be contained behind acoustic covers, screens or sheds where possible; d. The regular inspection and maintenance of equipment must be undertaken to ensure that all components are functioning optimally; e. Where recurrent use of machinery is frequent, machines should be shut down during intermediate periods; f. No hooting; g. Fit silencers to equipment; h. Unless otherwise specified by the ECO, normal work hours will apply (i.e. from 06:30 to 17:00, Mondays to Fridays); 				

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<p>i. Ensure that Employees and staff conduct themselves in an acceptable manner while on site, both during work hours and after hours;</p> <p>j. No loud music is permitted on site or in the Camp;</p> <p>k. A Complaints Register must be maintained and the timing and nature of construction activities adjusted in response to potential complaints; and,</p> <p>l. Guests must be made aware of the construction activities and the potential inconvenience.</p>			
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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.14	<p>Aspects: Job creation and spending on local goods and services. Impact: Positive economic impacts for the local community. Objective: Maximise positive economic benefits associated with the proposed development. Target: The Local economy of Addo benefits from the proposed development.</p>	Construction Contractor	<p>Monitoring Action: ECO Audit Checklist.</p> <p>Responsible Person/Party: Contractor & DEO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. Where reasonable and practical the contractors appointed by the Applicant must appoint local contractors and implement a “local first” policy, especially for semi and low-skilled job categories. However, due to the low skill levels in the area, the majority of skilled posts are likely to be filled by personnel from outside the area; b. The recruitment selection process should seek to promote gender equality and the employment of women wherever possible, particularly for less labour-intensive work such as flag bearing and supervision; and, c. The ongoing presence of semi and high skilled personnel involved in the project construction phase will generate sustained clientele to a portion of the construction industry within the vicinity of the development. 				

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.15	<p>Aspects: Fire Prevention.</p> <p>Impact: Uncontrollable fire.</p> <p>Objective: Prevent the outbreak of fires emanating from construction activity.</p> <p>Target: No incidences of fires are recorded for the site.</p>	Construction Contractor	<p>Monitoring Action: ECO to take photographs of site before clearance; ECO Audit Checklist.</p> <p>Responsible Person/Party: ECO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. Assume acceptable precautions to guarantee that fires are not started as a result of works on site as specified below; b. The Contractor will be held responsible for any damage to structures or property on or neighbouring the Site as a result of any fire caused by personnel; c. The Contractor must ensure that construction related activities that pose a potential fire risk, such as welding etc., are properly managed and confined to areas where the risk of fires has been reduced. Measures to reduce the risk of fires include clearing working areas and avoiding working in high wind conditions when the risk of fires is greater. In this regard special care must be taken during the high risk dry, windy summer months; d. The Contractor must provide fire-fighting training to selected construction staff and take cognisance of the Veld and Forest Fire Act, Act No. 101, 1998; e. Ensure the work site and the contractor's camp is equipped with adequate firefighting equipment. This includes at least rubber beaters when working in veld areas, and at least one fire extinguisher of the appropriate type irrespective of the site; f. Workers must be adequately trained in the handling of firefighting equipment, and can include but not limited to: 				

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	<ul style="list-style-type: none"> • Regular fire prevention talks and drills; and, • Posting of regular reminders to staff; <p>g. No open fires are permitted anywhere on site;</p> <p>h. Do not store any fuel or chemicals under trees;</p> <p>i. Do not store gas and liquid fuel in the same storage area (Hazardous substances to be stored in accordance with SANS);</p> <p>j. Cleared vegetation must be removed from site within seven (7) days of being cleared;</p> <p>k. Any fires that occur on site shall be reported to the ECO immediately and then to the relevant authorities;</p> <p>l. In the event of a fire, the Contractor shall immediately employ such plant and personnel as is at his disposal and take all necessary action to prevent the spread of the fire and bring it under control;</p> <p>m. Do not permit any smoking within 3m of any fuel or chemical storage area, or refuelling area. A designated smoking area must be established on site;</p> <p>n. All construction vehicles must be fitted with at least one fire extinguisher; and,</p> <p>o. Emergency contact numbers including those of the surrounding farmers must be easily available on site.</p>			
7.16	<p>Aspects: Soil, surface water and groundwater contamination due to construction activities such as the use of hazardous materials on site e.g. fuel and oil.</p> <p>Impact: Pollution of soil and water contamination by hazardous waste.</p> <p>Objective: Provide facilities for appropriate collection and disposal of hazardous waste.</p> <p>Target: No record of pollution or site contamination by hazardous waste.</p>		<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: DEO & ECO</p>	

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<p><u>Mitigation/Management Measures:</u></p> <ul style="list-style-type: none"> a. Concrete must be mixed on mixing trays only and not on exposed soil. Concrete must only be mixed in areas which have been specially demarcated for this purpose (preferable where no natural vegetation occurs); b. Concrete mixing to be carried out away from sensitive areas; c. Material Safety Data Sheets (MSDSs) must be available on site for all chemicals and hazardous substances to be used on-site, including information on their ecological impacts and how to minimise the impacts in case of leakage; d. All spillage must be cleaned up immediately after they have occurred; e. Spillage of petrochemical products must be avoided. In the case of accidental spillage, contaminated soil must be removed for bio-remediation or disposed of at a facility for the substance concerned. Disturbed land outside of the development footprint must be rehabilitated and seeded with vegetation seed naturally occurring on site; f. Vehicles and machinery must be regularly serviced to avoid leakages; g. At the work site the Contractor must maintain strict surveillance to ensure that no spills occur; h. The discharge of any pollutants such as cement, concrete, lime, chemicals, etc. into the natural environment must strictly be prohibited; i. Fuel and chemical storage must be done within a designated area only, which is properly bund and able to contain 110% of the capacity of fuel or chemicals stored within; j. Construction vehicles must be inspected every morning before work commence to ensure that no leakages do occur; k. All personnel must receive induction on how to report spillages, contain them and treat them accordingly; l. Spill kits must be available at each working station; m. Drip trays must be placed beneath all construction equipment that is stationary on site or within the site camp; and, n. Hazardous waste must be stored in bins with a lid in a demarcated waste area and must be disposed of at a hazardous treatment facility with records on file; 	<p>Construction Contractor</p>	<p><u>Monitoring Frequency:</u> Monthly</p>	
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	<p>o. General waste and hazardous waste must not be mixed and must be disposed of separately.</p> <p>p. If general waste is contaminated with hazardous waste all the waste must be treated as hazardous waste and disposed as such; and,</p> <p>q. A register must be kept of the quantities of waste disposed and proof of safe disposal (by the contractor), at an authorised waste disposal facility, must be retained by the Applicant and be available at the site office.</p>			
7.17	<p>Aspects: Water Conservation.</p> <p>Impact: Wasting water as a result of negligence.</p> <p>Objective: Promote and implement water use efficiency mechanisms.</p> <p>Target: No Water Wastage.</p> <p>Mitigation/Management Measures:</p> <p>a. Re-use water were possible;</p> <p>b. Prevent leakages at taps and hoses by means of maintenance;</p> <p>c. Use buckets of water to clean tools instead of running water;</p> <p>d. Make sure that sediment, concrete, sand and rubbish does not end up going down stormwater drains. Cover or filter stormwater inlets and drains; and,</p> <p>e. Require workers to use a broom rather than a hose to clean paths and gutters. If water use is necessary, use high</p> <p>f. pressure hoses which are both water efficient and more effective cleaners.</p>	Construction Contractor	<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.18	<p>Aspects: Health and Safety.</p> <p>Impact: Dangerous working conditions for workers.</p> <p>Objective: To prevent any casualties on site.</p> <p>Target: No Personnel casualties on site.</p>	Construction Contractor	<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: Contractor Health and Safety Representative</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. The Contractor shall comply with all standard and legally required health and safety regulations; b. Induction training should highlight the potentially dangerous conditions, including the possibility of encountering snakes; c. Only correctly qualified/experienced personnel may remove faunal species from the construction site if required; d. Caution must be exercised when lifting construction material off the ground which has stood for a while as snakes or other animals may have sought shelter beneath the material; e. The Contractor shall provide a standard first aid kit at the site offices; f. There must be a Safety Officer on site who has first aid training and knowledge of safety procedures; g. The Contractor shall provide the appropriate Personal Protective Equipment (PPE) for staff; and, h. The Contractor must have insurance cover for the workmen. 				

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CONSTRUCTION PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND 650 KW - 850 KW SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.19	<p>Aspects: Heritage Resources.</p> <p>Impact: Damage and destruction of fossils during excavation activities.</p> <p>Objective: To prevent any destruction of valuable artefacts.</p> <p>Target: No destruction of any fossils and artefacts.</p>	Construction Contractor	<p>Monitoring Action:</p> <p>Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party:</p> <p>DEO & ECO</p> <p>Monitoring Frequency:</p> <p>Monthly</p>	
<p>Mitigation/Management Measures:</p> <p>a. A representative sample of fossil wood blocks exposed at surface within the project area should be collected in the pre-construction phase by a professional palaeontologist for curation and display in the Addo Elephant National Park Interpretive Centre;</p> <p>b. Any further substantial fossil remains (e.g. vertebrate bones, shells, fossil wood) encountered during excavation should be safeguarded in situ and reported to Eastern Cape Provincial Heritage Resource Authority for possible mitigation by a professional Palaeontologist (Contact details: Mr Sello Mokhanya, 74 Alexander Road, King Williams Town 5600; Email: smokhanya@ecphra.org.za).</p> <p>c. A Chance Fossil Finds Protocol to be appended to the Construction EMPr and implemented should any substantial fossil remains be uncovered (Refer to Appendix 1);</p> <p>d. Fossil material must be curated in an approved repository (e.g. National Park Interpretive Centre, museum / university collection) and all fieldwork and reports should meet the minimum standards for palaeontological impact studies developed by</p>				

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<p>SAHRA (2013);</p> <p>e. No heritage structures may be marked or damaged;</p> <p>f. Should any heritage resources (including but not limited to fossil bones, coins, indigenous and/or colonial ceramics, any articles of value or antiquity, stone artefacts or bone remains, structures and other built features, rock art and rock engravings) be exposed during excavation for the purpose of construction, construction in the vicinity of the finding must be stopped. A trained Palaeontologist or Heritage Specialist must be notified to assess the finds, and this must then be reported to the applicable Heritage Authority and the following details must be provided:</p> <ul style="list-style-type: none"> ➤ Date; ➤ Position of the excavation (GPS) and depth; ➤ A description of the nature of the find; ➤ Digital images of the excavation showing vertical sections (sides) and the position of the find showing its depth/location in the excavation; ➤ A reference scale must be included in the images (tape measure, ranging rod, or object of recorded dimensions); and, ➤ Close-up, detailed images of the find (with the scale included); and, <p>g. All operators of excavation equipment must be made aware of the possibility of the occurrence of sub-surface heritage features. If any heritage artefacts are discovered the following procedures must be followed:</p> <ul style="list-style-type: none"> • All construction in the immediate 50 m vicinity radius of the site must cease; • The Heritage Practitioner must be informed as soon as possible; • In the event of obvious human remains SAPS must be notified; • Mitigation measures (such as refilling, etc.) must not be attempted; • The area in a 50 m radius of the find must be cordoned off with hazard tape; and, • Public access must be limited and the area must be placed under guard. 			
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Operational Phase Environmental Management Programme

The intention of providing an EMP for the operational phase is to provide guidelines for management of facilities and infrastructure to safeguard the environment against negative environmental impacts.

OPERATIONAL PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT ? (for use by ECO)
1. ACTIVITY: OPERATIONAL PHASE IMPACTS				
1.1	<p>Aspects: Increased tourists visiting the park and handling of general waste materials.</p> <p>Impact: Increased littering and improper waste disposal.</p> <p>Objective: To avoid an increase in litter and to ensure all waste is disposed appropriately.</p> <p>Target: Park remains neat and tidy and all waste is disposed of appropriately.</p> <p>Mitigation/Management Measures:</p> <p>a. An adequate number of scavenger proof litter bins must be provided at communal areas, such as the reception, new day visitors area and pool. If bins are not provided, in order to prevent attracting scavenging animals, then signage must be placed imploring</p>		<p>Monitoring Action:</p> <p>Applicant to conduct regular inspections.</p> <p>Responsible Person/Party:</p> <p>Applicant</p> <p>Monitoring Frequency:</p>	

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<p>tourist to keep their waste with them until they can get to a bin;</p> <p>b. Waste sorting and separation bins should be placed at all public facilities, to encourage visitors to dispose waste paper, glass and general waste separately;</p> <p>c. Keep the reception, day visitor area and main camp, including storage areas, offices and workshops neat and tidy;</p> <p>d. All domestic waste is to be removed from site and disposed of at a registered solid waste landfill site (Sunlands Landfill site) as mentioned in the Basic Assessment Report;</p> <p>e. Care should be taken to ensure that no waste falls of disposal vehicles on-route to the landfill. If needed, a tarpaulin can be utilised;</p> <p>f. Minimise waste by sorting wastes into recyclable and non-recyclable waste; and,</p> <p>g. Grounds staff must regularly inspect the man camp and a bi-weekly litter patrol of the entire site shall be conducted.</p>	<p>Applicant</p>	<p>Monthly.</p>	
<p>1.2 Aspects: Increased risk of veld fires due to the undertaking of maintenance and hot works and tourists making fires.</p> <p>Impact: Due to maintenance hot works that may need to be conducted and tourists braaing, fires can occur if not managed to the correct standard.</p> <p>Objective: Ensure no loss of resources due to fires.</p> <p>Target: Ensure adequate fire-fighting equipment is in place and no fires within natural areas.</p> <p>Mitigation/Management Measures:</p> <p>a. Ensure that the area where maintenance hot work is conducted is equipped with adequate firefighting equipment. This includes at least a fire extinguisher of the appropriate type irrespective of the site;</p> <p>b. Maintenance personnel must be adequately trained in the handling of firefighting equipment, and can include but not limited to:</p> <ul style="list-style-type: none"> ➤ Regular fire prevention talks and drills; ➤ Posting of regular reminders to staff; <p>c. Do not store any flammable materials anywhere near where the hot works are to be undertaken;</p>	<p>Applicant</p>	<p>Monitoring Action:</p> <p>Applicant to inspect chalets and train personnel. Inspect maintenance work sites.</p> <p>Responsible Person/Party:</p> <p>Applicant</p> <p>Monitoring Frequency:</p>	

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	<p>d. In the event of a fire, the maintenance personnel shall immediately employ such plant and personnel as is at his disposal and take all necessary action to prevent the spread of the fire and bring the fire under control;</p> <p>e. Hot works must be restricted to an area approved by the SANParks;</p> <p>f. Designated braai areas must be developed as part of the chalets;</p> <p>g. Each chalet must have a fire extinguisher;</p> <p>h. Guests must be educated on the fire risks and how these risks can be mitigated;</p> <p>i. Emergency contact numbers must be placed in chalets;</p> <p>j. Smoking must be restricted to designated areas; and</p> <p>k. Staff must be trained how to use fire extinguishers and on what to do in the event of a fire.</p>	<p>Annual and during maintenance works.</p>	
<p>1.3</p>	<p>Aspects: Tourists may harass animals or pick/damage vegetation.</p> <p>Impact: Loss of faunal and floral species.</p> <p>Objective: Tourists conduct themselves in an appropriate manner around animals and do not damage or remove flora.</p> <p>Target: No disturbance/loss of fauna and flora.</p> <p>Mitigation/Management Measures:</p>	<p>Monitoring Action:</p> <p>Observe during daily activities at the Park.</p> <p>Responsible Person/Party:</p>	

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<p>a. Guest must be informed that the harassing or killing of any animal and/or picking or damaging vegetation is prohibited;</p> <p>b. Guests must be implored not to feed animals;</p> <p>c. Guest must not leave food unattended at chalets or communal areas and must dispose of all food scraps and packaging in bins provided;</p> <p>d. Guests must be made aware of the presence of animals such as vervet monkeys and chacma baboons and the need to keep windows and doors closed;</p> <p>e. Safe and appropriate driving speeds must be enforced; and,</p> <p>f. Tourists must be prohibited from bringing weapons into the park, such as slingshots, firearms, air rifles etc. Guests who have a firearm on their person must declare it to security upon arrival, who will seal the firearm. When leaving, tourists must present the sealed firearm to security to confirm that the seal was not tampered with.</p>	Applicant	Applicant (all relevant SANParks personnel)	<u>Monitoring Frequency:</u>
			Daily

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OPERATIONAL PHASE: PROPOSED NEW LENDLOVU LODGE, ASSOICATED INFRASTRUCTURE AND SOLAR OV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT ? (for use by ECO)
1.4	<p>Aspects: Increased number of tourists frequenting the Park and additional personnel required to service the facilities.</p> <p>Impact: Positive impact of additional income and job creation.</p> <p>Objective: Maximise the positive impacts experienced by the surrounding community.</p> <p>Target: Employment of locals the economy of Addo benefits from the proposed development.</p>	Applicant	<p>Monitoring Action:</p> <p>Record of locals employed and local service providers utilised.</p>	
	<p>Mitigation/Management Measures:</p> <p>a. Where reasonable and practical the Applicant must implement a “local first” policy, especially for semi and low-skilled job categories; and,</p> <p>b. The Applicant must endeavour to utilise local service providers as far as possible.</p>		<p>Responsible Person/Party:</p> <p>Applicant</p> <p>Monitoring Frequency:</p> <p>Annual</p>	
1.5	<p>Aspects: Increased number of tourists frequenting the Park resulting in increased noise.</p> <p>Impact: Noise nuisance generated by tourists disturbing sense of place.</p> <p>Objective: Ensure tourists conduct themselves in an appropriate manner and maintain appropriate noise levels.</p> <p>Target: The Park’s sense of place is retained.</p>	Applicant	<p>Monitoring Action:</p> <p>Observe during daily activities at the Park.</p> <p>Responsible</p>	

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	<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. Visitors must be implored to act in a way which respects the park's sense of place; b. No hooting; c. No loud music allowed at the new Day Visitor Area; 		<p>Person/Party: Applicant</p> <p>Monitoring Frequency: Daily</p>	
	<ul style="list-style-type: none"> d. The conduct of tourists and noise levels at the new Day Visitor Area must be monitored by SANParks personnel. Tourists acting in an unruly or disruptive manor should politely be asked to refrain from disturbing the peace. Tourists who refuse to cooperate should be removed from the park; and, e. Routine maintenance activities must be restricted to 09:00-16:00. 			
1.6	<p>Aspects: The presence of new infrastructure and maintenance activities.</p> <p>Impact: Visual Impact on the surrounding areas.</p> <p>Objective: Reduce the visual impact of the new infrastructure.</p> <p>Target: Infrastructure does not appear 'out of place' and does not detract from the Park's sense of place.</p>	Applicant	<p>Monitoring Action: N/A</p> <p>Responsible Person/Party: Applicant</p> <p>Monitoring Frequency: Once-off</p>	
	<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. As much vegetation as possible should be retained in between chalets and around the Day Visitor Area; b. Avoid shiny materials in structures. Where possible shiny metal structures should be darkened or screened to prevent glare; c. Mitigation to minimise lighting impacts include the following: <ul style="list-style-type: none"> ➤ Shielding the sources of light by physical barriers (walls, vegetation or structures itself); 			

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	<ul style="list-style-type: none"> ➤ Limit mounting heights of lighting fixtures, or alternatively using foot-lights or bollard level lights); ➤ Make use of downward directional lighting fixtures; ➤ Make use of minimum lumen or wattage in lights; and, ➤ Use motion sensors to activate lighting ensuring light is available when needed. ➤ Lighting to face directly down to the ground in order to minimise lighting effects. ➤ Lights to be fitted with covers to ensure that light is directed at a specific area; 			
	<p>d. Landscaping must be done to ensure that the Reception, Main Gate, Day Visitor Area and Chalets blend in with the sense of place by enhancing natural features such as trees and vegetation;</p> <p>e. Waste storage areas must be properly screened with wooden or brick walls; and,</p> <p>f. Staff to conduct a daily walk through the site to ensure that no waste is present.</p>			

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Impacts during the Decommissioning Phase

DECOMMISSIONING PHASE: PROPOSED NEW LENLDVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
1. ACTIVITY: PERMITS AND AUTHORISATIONS				
1.1	<p>Aspects: Legislative compliance.</p> <p>Impact: Non-compliance with South African environmental legislation.</p> <p>Objective: Ensure compliance with all triggered environmental legislation.</p> <p>Target: Commence site establishment with all permission and approvals received and on hand.</p> <p>Mitigation/Management Measures:</p> <p>a. The Developer is to have the following permits on commencement:</p> <ul style="list-style-type: none"> ➤ Environmental Authorisation; and, ➤ Environmental Management Programme. 	Developer	<p>Monitoring Action: Obtain copies of all permits; Record Keeping</p> <p>Responsible Person/Party: The Applicant</p> <p>Monitoring Frequency: Once off</p>	
2. ACTIVITY: SITE LAYOUT PLANNING				
2.1	<p>Aspects: Site Layout Plan.</p> <p>Impact: Negative impact on the environment of unmanaged and unplanned placement of infrastructure.</p> <p>Objective: To ensure acceptable impact and management of environmental issues at the main site and storage site during</p>		<p>Monitoring Action: Records of the Site Layout must be present on site.</p>	

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<p>decommissioning by proper planning of layout of infrastructure placement.</p> <p>Target: All areas not demarcated for decommissioning must remain vegetated and the impact must be minimised.</p>	<p>Contractor</p>	<p>Responsible Person/Party:</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. Draw up and submit for approval a Site Layout Master Plan. This plan must show the infrastructure to be decommissioned and positions and extent of all temporary site structures and infrastructure (inclusive of the distance from any sensitive environmental areas); b. The planning for layout must be done in consultation, on-site, with the Environmental Control Officer (ECO); c. The contractor may not deface, paint, damage or mark any natural features situated in or around the site for survey or other purposes; d. The Contractor must ensure that all construction personnel, labourers and equipment remain within the demarcated construction sites at all times; e. No servicing of vehicles may be permitted on site, unless for emergency purposes; f. Stockpiles may not be situated in such a manner that they obstruct pathways; g. Location of storage area must take into account prevailing winds, distance to water bodies and general on-site topography; h. Place infrastructure as far as possible on sites that have already been transformed; i. Facilities may not be used as staff accommodation; j. The Contractors camp layout must take into account availability of access for deliveries and services and any future works; k. The Contractors camp must be of sufficient size to accommodate the needs of all sub-contractors that may work on the project; and, 		<p>Contract Project Manager / Engineer</p>	

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<p>m. The Contractor must implement the following as required:</p> <ul style="list-style-type: none"> ➤ Suitable sanitation facilities, adequate for the number of staff on site (1 for every 15 personnel and 1 for each gender); and, ➤ Facilities for solid waste collection. 		<p>Monitoring Frequency: Once off</p>	
<p>3. ACTIVITY: DECOMMISSIONING PROGRAMME / SCHEDULE</p>			
<p>3.1 Aspects: Project Management. Impact: Order and timing of decommissioning activities and associated impacts. Objective: To Provide a clear indication of the order by which key decommissioning activities will transpire. Target: Anticipate timing of impacts to coordinate the availability of any specialists and/or authorities who may be required to conduct site inspections.</p>		<p>Monitoring Action: Meetings; Risk Register; ECO Audit Checklist; Photographs</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. Draw up and sign off a project schedule with all contributing parties and service providers to commit to a timeline during which time decommissioning milestones will be completed; b. Communicate any deviation from this schedule to all parties, so as to provide parties with sufficient opportunity for alternative arrangements to be made; c. Establish a risk register to identify and monitor potential factors which may result in setbacks/ delays on tasks within the project schedule; d. Hold management meetings with representatives of the project manager, contractor, engineer and other contributing parties to monitor and anticipate changes; and, e. Should circumstances/ incidents arise which may pose a risk to the project schedule, the decommissioning contractor, and engineer and ECO are to keep records of this and the latter communicate this in the ECO Monthly Audit Checklist. 	<p>All Decommissioning Parties</p>	<p>Responsible Person/Party: Contract Manager / Project Contractor / ECO</p> <p>Monitoring Frequency: Once off</p>	

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DECOMMISSIONNG PHASE: PROPOSED NEW LENLDUVU LODGE, ASSOICATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
4. ACTIVITY: COMMUNICATION WITH LAND-OWNERS				
4.1	<p>Aspects: Landowner Consent.</p> <p>Impact: Disturbance of existing land use.</p> <p>Objective: Maintain a conflict-free relationship with landowners/users.</p> <p>Target: No complaints received from landowners/users of affected property.</p>	Contract Project Manager / Contractor & Applicant	<p>Monitoring Action: Meetings; Risk Register.</p> <p>Responsible Person/Party: Contract Project Manager / Contractor / ECO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. Landowners are to be aware and in agreement of site access arrangements; b. Landowner has to provide consent to the site supervisor of the decommissioning contractor prior to entering the construction footprint area for safety purposes; c. All property gates are to be kept closed when not in use (or kept in the open/closed state in which it was found); and, d. Any complaint or liaison with regard to environmental aspects, compensation or disorder to economic activities, must not be addressed by the Contractor. A public complaint register must be kept on site and the contract project manager must inform the Applicant and/or ECO to take further action. 				

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5. ACTIVITY: SITE ESTABLISHMENT

<p>5.1 Aspects: Demarcation of the site and vegetation removal. Impact: Direct impact on vegetation during decommissioning and loss of species. Objective: Prevent unnecessary habitat destruction. Target: All areas not demarcated for decommissioning must remain vegetated.</p>	<p>Decommissioning contractor</p>	<p>Monitoring Action: ECO to take photographs of site before clearance; ECO Audit Checklist.</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> No natural surfaces are to be marked other than using droppers, beacons or other artificial object; Ensure the upkeep of demarcation boundaries throughout the period of decommissioning until rehabilitation has been completed; Keep areas affected to a minimum, strictly prohibit any disturbance outside the demarcated decommissioning footprint area; Clear as little indigenous vegetation as possible, aim to maintain vegetation where it will not interfere with the decommissioning, rehabilitate an acceptable vegetation layer according to rehabilitation recommendations of the relevant EMPr, if possible; There must be a pre-decommissioning environmental induction for all construction staff on site to ensure that basic environmental biodiversity principles are adhered to; Where the ECO deems it necessary (e.g. sensitive, natural areas) an ecologist should be appointed and utilised; Restoration measures will be required to reinstate functionality in the disturbed soil and vegetation; Impacts to sensitive sites (drainage lines) must be avoided; No vegetation may be gathered for the purpose of creating fire; and, Areas to be cleared should be agreed and demarcated before the start of the clearing operations 		<p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	

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DECOMMISSIONING PHASE: PROPOSED NEW LENLDVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
5.2	<p>Aspects: Topsoil stripping and conservation.</p> <p>Impact: Destruction of topsoil.</p> <p>Objective: Conserve and protect topsoil from erosion and destruction.</p> <p>Target: Topsoil condition maintained.</p>	Decommissioning contractor	<p>Monitoring Action: ECO Audit Checklist; Photographs;</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. In the absence of a distinguishable topsoil layer, strip the uppermost 300 mm of soil; b. Restrict clearing areas for roads and foundation excavations to the smallest area possible; c. Remove topsoil approximately 300mm deep from establishment area and stockpile areas; d. Topsoil stockpiles to be kept free from weeds; e. Topsoil stockpiles to be placed on a levelled area and measures to be implemented to safeguard the piles from being washed away in the event of heavy rain/storm water; f. Topsoil needs to be stored on designated areas only. This needs to be planned and indicated in the site-layout plan; g. Ensure that topsoil is not mixed with subsoil and/or any other excavated material; h. Provide containment and settlement facilities for effluents from concrete mixing and washing facilities; i. Temporarily stored topsoil must be re-applied within 6 months; topsoil stored for longer needs to be managed according to a detailed topsoil management plan; j. Provide spill containment facilities for hazardous materials like fuel and oil; and, 				

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<p>k. Topsoil must be used in all rehabilitation activities and may not be compacted to ensure that its plant support capacity remain of high quality.</p>			
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6. ACTIVITY: SITE INFRASTRUCTURE PLACEMENT AND OPERATION

<p>6.1 Aspects: Structures and lay-down areas. Impact: Deterioration of site features and surrounding areas. Objective: Prevent the deterioration of site features like soil, rainwater runoff and erosion. Target: The preservation of site conditions evident on establishment of structures and lay-down areas.</p>	<p>Decommissioning contractor</p>	<p>Monitoring Action: Photographs; ECO Audit Checklist</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> Locate all structures and storage areas, including offices, workshops and stores in approved locations are per the Site Layout Plan; The camp with storage and laydown areas are to be kept secure and neat with access control measures adopted during decommissioning; Clearly define which activities are to occur within which areas of the site by erecting signage; and, All hazardous substances, such as fuel, oil, diesel, paint, etc., must be stored in a secondary containment system (trays or bund) which is capable of storing at least 110% of the liquid capacity. If bund areas are used, it must be sealed to avoid seepages. 		<p>Responsible Person/Party: ECO</p> <p>Monitoring Frequency: Monthly</p>	

7. ACTIVITY: DECOMMISSIONING SITE OPERATIONS

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DECOMMISSIONING PHASE: PROPOSED NEW LENLDUVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.1	<p>Aspects: Security and fencing.</p> <p>Impact: Prevent danger of trespassing persons.</p> <p>Objective: Keep the site secure from trespassing or theft and keep animals out.</p> <p>Target: Site remains secure during decommissioning with no incidences of trespassing, theft and injury or death to animals.</p>	Decommissioning contractor	<p>Monitoring Action: Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. Be responsive to open or closed status of gates; b. New or the upkeep of fences must be align to ensure safety of animals and maintain a reliable boundary area; c. Should decommissioning activities require the removal of fences or gates to execute tasks, this must be replaced as soon as possible following completion and, d. In all cases, the landowners on whose property any use of fences or gates, must be consulted, to ensure that parties are informed of decommissioning activities, schedules and vehicle movement. 				

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DECOMMISSIONING PHASE: PROPOSED NEW LENLDUVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.2	<p>Aspects: Existing Services and Infrastructure.</p> <p>Impact: Damage to existing services and infrastructure.</p> <p>Objective: No damages to existing services and infrastructure.</p>	Decommissioning contractor	<p>Monitoring Action: Photographs; ECO Audit Checklist</p>	
	<p>Target: No damages to existing services and infrastructure.</p> <p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. Take cognisance of the position of existing services and infrastructure (e.g. roads, pipelines, power lines and telephone services) that may get damaged due to decommissioning activities; b. Ensure that existing services are not damaged or disrupted unless required by the contract and with the permission of the project manager; and, c. In the event that infrastructure is damaged or services interrupted during decommissioning, it will be done at the expense of the Contractor and shall receive top priority over all other activities. 			

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DECOMMISSIONING PHASE: PROPOSED NEW LENLDUVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.3	<p>Aspects: Traffic.</p> <p>Impact: Impact on traffic.</p> <p>Objective: Minimise the disruption of road users.</p> <p>Target: Minimal disruption of road users.</p>	Decommissioning Contractor	<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: DEO & ECO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. All vehicles must be road-worthy and drivers must be qualified, made aware of the potential road safety issues, and need for strict speed limits; b. Abnormal loads must be timed to avoid times of year when traffic volumes are likely to be higher, as would be expected over national holidays, weekends and school holiday periods; c. Vehicles used for transport of materials and sand must be fitted with tarpaulins to prevent the release of such material or items onto road surfaces; d. Any damage to public roads is to be reported to the management authority and repaired to its original condition; e. Transport of materials should be limited to the least amount of trips possible; and, f. Abnormal loads may not be transported after dark. 				

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DECOMMISSIONNG PHASE: PROPOSED NEW LENLDVU LODGE, ASSOICATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.4	<p>Aspects: Traffic.</p> <p>Impact: Traffic impacts associated with the movement of construction vehicles on site.</p> <p>Objective: To minimise the destruction of biodiversity, compaction of valuable topsoil and mortalities of fauna on site.</p> <p>Target: Minimal destruction of biodiversity, compaction of valuable topsoil and mortalities of fauna on site.</p>	Decommissioning Contractor	<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: Contractor, DEO & ECO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. All construction vehicles to strictly remain on designated roads or within demarcated decommissioning areas; b. Avoid driving off road to minimise impact on vegetation and soil; c. During decommissioning create designated turning areas and strictly prohibit any off-road driving or parking of vehicles and machinery outside designated areas; d. Abnormal loads and machinery should avoid movement over gravel roads during and immediately after rainfall events, so as to limit destruction of road surfaces and sedimentation of downhill rivers/streams; e. All vehicles must be road-worthy, be maintained to prevent fuel or oil leaks and drivers are to the licensed appropriately for the driving of their assigned vehicle. Drivers responsible for the transportation of personnel must be specifically licensed to do so; f. Signage is to be placed on vehicles at all times; g. After decommissioning, if access roads or portions thereof will not be of further use to the landowner, remove all foreign 				

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	<p>material and rip area to facilitate the establishment of vegetation, followed by a suitable revegetation program; and,</p> <p>h. Decommissioning -related vehicles and machinery may not operate on site without reflective safety signage, car-top lights and reflective personnel gear.</p>			
7.5	<p>Aspects: Erosion Control.</p> <p>Impact: Loss of topsoil, formation of bare soil and deterioration of habitat quality.</p> <p>Objective: Prevent soil erosion.</p> <p>Target: No signs of soil erosion are evident on site.</p> <p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> Disturb as little ground area as possible, stabilise that area as quickly as possible, control drainage through the area, and trap sediment on site; Conserve topsoil with its leaf litter and organic matter, and re-apply this material to local disturbed areas to promote the growth of local native vegetation; Apply erosion control measures before the rainy season begins and after each season of decommissioning, preferably immediately following construction; and, Maintain and reapply erosion control measures until vegetation is successfully established. 	Decommissioning contractor	<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: Contractor</p> <p>Monitoring Frequency: Monthly</p>	

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<p>7.6</p>	<p>Aspects: Clearance of vegetation for decommissioning activities. Impact: Loss of Sundays River Valley Thicket during construction, loss of species and spread of alien vegetation. Objective: Minimise loss indigenous vegetation and habitat. Target: No loss of sensitive and important plant species, no habitat loss beyond the decommissioning footprint and no spread of alien vegetation.</p>	<p>Decommissioning Contractor</p>	<p>Monitoring Action: ECO Audit Checklist; & Photographs Responsible Person/Party: ECO & DEO Monitoring Frequency:</p>	
	<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. The decommissioning footprint must be surveyed and demarcated prior to decommissioning commencing; b. As far as possible vegetation should be retained wherever possible; c. No decommissioning activities will be allowed outside the demarcated footprint; 			
	<ul style="list-style-type: none"> d. All areas must be surveyed by a qualified faunal specialist prior to commencement of vegetation clearing; and, e. Vegetation Search and Rescue must be undertaken for decommissioning areas. 		<p>At commencement and thereafter Monthly</p>	
<p>7.7</p>	<p>Aspects: Decommissioning activities such as clearance of natural vegetation, excavations and driving, and presence of decommissioning personnel. Impact: Loss of plant and animal Species of Conservation Concern. Objective: Minimise the loss of plant and faunal Species of Conservation Concern. Target: No loss of plants and fauna Species of Conservation Concern. Plants and fauna Species of Conservation Concern occurring in the decommissioning footprint are successfully relocated.</p>		<p>Monitoring Action: ECO Audit Checklist; & Photographs Responsible Person/Party: ECO & DEO Monitoring Frequency:</p>	

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<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. All decommissioning areas must be surveyed by a qualified botanist or appropriately trained SANParks personnel prior to commencement of vegetation removal; b. Permits must be obtained to remove all plant SCC; c. Relocate or replant as many SCC as possible to nearby areas with similar vegetation cover; d. A nursery will not be required. Relocated SCC can be replanted in areas with similar vegetation outside the decommissioning site; e. No plant harvesting by construction staff will be allowed; f. Permits must be obtained to remove any animal SCC; g. Relocate as many faunal SCC as possible, especially reptiles. In the case of reptiles, by a qualified Snake Handler; h. Relocated animals must be released in areas of similar habitats near the site of removal; i. No hunting, snaring, shooting, nest raiding or egg collection by the construction staff should be allowed; j. Holes and trenches should not be left open for extended periods of time and should only be dug when needed for immediate decommissioning. Trenches that may stand open for some days should have places where the loose material has been returned to the trench to form an escape ramp present at regular intervals to allow any fauna that fall in to escape; k. Ensure that the decommissioning area is fenced off from adjacent areas which may harbour wild animals; l. Do not store building materials and excess stockpiled soils within riparian zones or within areas where natural vegetation occur; m. Should any fauna be discovered it should be relocated to an area outside the decommissioning footprint by a trained professional; and, n. A faunal specialist (such as a SANParks ranger) must daily inspect the decommissioning footprint during decommissioning for faunal species stuck with in the footprint. 	<p>Decommissioning Contractor</p>	<p>Monthly</p>	
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DECOMMISSIONING PHASE: PROPOSED NEW LENLDVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.8	<p>Aspects: Clearance of vegetation, excavations, movement of vehicles and presence of personnel.</p> <p>Impact: Spread of alien and invasive plant species.</p> <p>Objective: Minimise the establishment and spread of alien invasive plant species.</p> <p>Target: No establishment of new alien invasive plant species and no spreading of alien invasive plant species as a result of decommissioning activities.</p>	Decommissioning Contractor	<p>Monitoring Action: ECO Audit Checklist; & Photographs</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. Develop an Alien Vegetation Management Plan to mitigate the establishment and spread of undesirable alien plant species during decommissioning; and, b. All visible alien plants must be removed prior to top- and subsoil removal. Removal must occur through appropriate methods such as hand pulling, application of chemicals, cutting, etc. as in accordance with the NEMBA: Alien Invasive Species Regulations. c. All visible alien plants must be removed prior to top- and subsoil removal. Removal must occur through appropriate methods such as hand pulling, application of chemicals, cutting, etc. as in accordance with the NEMBA: Alien Invasive Species Regulations. 				

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DECOMMISSIONING PHASE: PROPOSED NEW LENLDUVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.9	<p>Aspects: Handling of general – and hazardous waste materials on the decommissioning site.</p> <p>Impact: The presence of personnel and decommissioning operations will increase the likelihood of littering and dumping of solid waste.</p> <p>Objective: Management and disposal of general – and hazardous waste in an appropriate manner.</p> <p>Target: No record of pollution or site contamination by solid waste.</p>	Construction Contractor	<p>Monitoring Action: ECO Audit Checklist; Safe Disposal Documentation & Photographs</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ul style="list-style-type: none"> a. The Contractor must submit a waste management plan; b. An adequate number of scavenger proof litter bins are to be placed throughout the site. Two waste bins at least must be present, one (1) for hazardous waste and one (1) for non-hazardous waste at each working site. Dumping of waste on site is prohibited; c. All bins must have a lid to prevent windblown litter; d. General waste and hazardous waste must not be mixed and must be disposed of separately. If general waste is contaminated with hazardous waste all the waste must be treated as hazardous waste and disposed as such; e. The importance of appropriately disposing waste must be highlighted in induction training for construction personnel; f. Waste sorting and separation must form part of the environmental induction and awareness programme, to encourage personnel to collect wastepaper, glass and metal waste separately; g. Dedicate a demarcated and signposted storage area on site for the collection of decommissioning waste 				

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<p>h. All general and domestic waste is to be removed from site;</p> <p>i. Care must be taken to ensure that no waste falls off disposal vehicles on-route to the drop-off area. If needed, a tarpaulin can be utilised;</p> <p>j. The burning or burying of solid waste on site is prohibited. Do not burn PVC pipes or other plastic materials, as this is regarded as hazardous waste;</p> <p>k. Littering by decommissioning workers shall not be permitted;</p> <p>l. General refuse/rubbish shall be removed from site at least on a weekly basis;</p> <p>m. Material removed from the development footprint must be appropriately disposed at an appropriately licensed waste disposal facility;</p> <p>n. Portable ablution facilities must be utilised, and these must be serviced by a registered service provider, cleaned at least once a week, and safe disposal slips must be on file at the site office;</p> <p>o. Keep all work sites including storage areas, offices and workshops neat and tidy. The DEO must inspect the development site and storage area at the end of each day for any litter. Litter should be cleaned up on a daily basis, even if litter is not from construction personnel;</p> <p>p. The Contractor will be responsible for the removal of all waste from site;</p> <p>q. Hazardous waste must be disposed of at a hazardous treatment facility, records and proof of safe disposal must be kept; and,</p> <p>r. A register must be kept of the quantities of waste disposed and proof of safe disposal (by the Contractor), at an authorised waste disposal facility, must be retained by the Applicant and be available at the site office.</p>			
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DECOMMISSIONING PHASE: PROPOSED NEW LENLDUVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.10	<p>Aspects: Sewage waste.</p> <p>Impact: Pollution and site contamination due to sewage.</p>	Decommissioning Contractor	Monitoring Action: ECO Audit Checklist;	
	<p>Objective: Provide facilities for appropriate collection and disposal of sewage.</p> <p>Target: No record of pollution or site contamination by sewage.</p> <p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. Provide portable chemical ablution facilities, situated at convenient locations in proximity to work areas. This must be in relation to the quantity of users on site, with 1 ablution facility per 15 users and 1 for each gender; b. Locations for the placement of ablution facilities include the workshop and areas for resting and eating; c. Ablution facilities are to be maintained and cleaned regularly to ensure functionality and an adequate level of hygiene; d. Drinking water facilities, comprising of a water tank with a manual tap can be combined with hand washing facilities near site ablution; and, e. Only toilet paper is to be flushed down the chemical ablution facility. Personnel are to be informed on sanitary implementation as part of the environmental awareness. 		<p>Safe Disposal Slips & Photographic Evidence</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	

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DECOMMISSIONING PHASE: PROPOSED NEW LENLDUVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.11	<p>Aspects: Dust Generation.</p> <p>Impact: Dust nuisance from site operations on surrounding land owners.</p> <p>Objective: To avoid dust from excavated materials and decommissioning activity caused by site operations.</p> <p>Target: Minimise the incidence of dust generation.</p>	Decommissioning Contractor	<p>Monitoring Action: ECO to take photographs of the site and monitor dust levels on a daily basis; ECO Audit Checklist; Public Complaints Register</p> <p>Responsible Person/Party:</p>	
<p>Mitigation/Management Measures:</p> <p>a. Possible sources of dust include:</p> <ul style="list-style-type: none"> ➤ Access roads, ➤ Proposed development site; ➤ Soil stockpiles; and, 				

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<p>➤ Construction camp;</p> <p>b. Activities which may result in the creation of dust include:</p> <ul style="list-style-type: none"> ➤ Vehicles frequenting the access roads; ➤ Excavation activities; and, ➤ Wind blowing over exposed stockpiles, access roads and/or excavations; <p>c. Reduce the time of decommissioning through careful planning of logistics and ensure the productive implementation of resources;</p> <p>d. Where necessary provide staff with the correct Personal Protective Equipment (PPE), such as dust masks;</p> <p>e. Implement dust suppression measures by watering areas to be cleared as well as already exposed surfaces with damaged soil particles, particularly during dry, windy periods;</p> <p>f. Ensure all vehicles remain on designated roads and avoid the opening of detour or by-pass tracks;</p> <p>g. Implement speed restrictions for vehicles on gravel roads;</p> <p>h. Vehicles delivering or removing soil must be covered to reduce spills and windblown dust;</p> <p>i. Any complaints received by the Contractor regarding dust will be recorded and communicated to the ECO;</p> <p>j. Ensure all vehicles remain on designated roads and avoid the opening of detour or by-pass tracks; and,</p> <p>k. After decommissioning, if access roads or portions thereof will not be of further use to SANParks, remove all foreign material and rip area to facilitate the establishment of vegetation, followed by a suitable revegetation program.</p>		<p>ECO & DEO</p> <p><u>Monitoring Frequency:</u></p> <p>Monthly</p>	
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DECOMMISSIONING PHASE: PROPOSED NEW LENLDVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.12	<p>Aspects: Visual Impact.</p> <p>Impact: Visual impact of site operations on surrounding land owners.</p> <p>Objective: To avoid unnecessary visual impact caused by site operations.</p> <p>Target: Minimise the incidence of visual impact.</p>	Decommissioning Contractor	Monitoring Action: ECO to take photographs of the site and monitor dust levels on a	
	<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. Access roads are to be kept clean and dust suppression techniques should be implemented to minimise impacts of vehicle movement; b. Site offices and structures should be limited to one location and carefully situated to reduce visual intrusions. Roofs should be grey and non-reflective; c. Construction camps as well as development areas should be screened with netting; d. Lights within the construction camp should face directly down (angle of 90°); e. Minimum vegetation should be removed to ensure the visual absorption capacity remain high; f. Litter should be strictly controlled, as the spread thereof through wind could have a very negative visual impact; g. Avoid shiny materials in structures. Where possible shiny metal structures should be darkened or screened to prevent glare; and, h. Mitigation of visual impacts associated with the decommissioning phase would entail proper planning, management and rehabilitation of the construction site. Mitigation measures include the following: 			

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	<ul style="list-style-type: none"> ➤ Reduce the time of decommissioning through careful planning of logistics and ensure the productive implementation of resources; ➤ Limit disturbance of the environment to the development footprint; and, ➤ Rehabilitate all disturbed areas immediately after decommissioning through cut and shape and possible revegetation should it be required. 		<p>daily basis; ECO Audit Checklist; Public Complaints Register</p> <p><u>Responsible Person/Party:</u></p> <p>ECO & DEO</p> <p><u>Monitoring Frequency:</u></p> <p>Monthly</p>	
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DECOMMISSIONING PHASE: PROPOSED NEW LENLDUVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.13	<p>Aspects: Noise Generation.</p> <p>Impact: Noise nuisance from site operations disturbing tourists and animals.</p> <p>Objective: To avoid excessive noise generation from site operations.</p> <p>Target: Minimise the incidence of noise generation.</p>	Decommissioning Contractor	<p>Monitoring Action:</p> <p>ECO to take photographs of site; Public Complaints Register; ECO Audit Checklist</p> <p>Responsible Person/Party:</p> <p>ECO & DEO</p> <p>Monitoring Frequency:</p> <p>Monthly</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. As far as possible, the decommissioning should be undertaken outside of the peak tourist seasons; b. Limit working hours of noisy equipment to daylight hours; c. All stationary noisy equipment such as compressors and pumps should be contained behind acoustic covers, screens or sheds where possible; d. The regular inspection and maintenance of equipment must be undertaken to ensure that all components are functioning optimally; e. Where recurrent use of machinery is frequent, machines should be shut down during intermediate periods; f. No hooting; g. Fit silencers to equipment; h. Unless otherwise specified by the ECO, normal work hours will apply (i.e. from 06:30 to 17:00, Mondays to Fridays); i. Ensure that employees and staff conduct themselves in an acceptable manner while on site, both during work hours and after 				

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	<p>hours;</p> <p>j. No loud music is permitted on site or in the Camp;</p> <p>k. A Complaints Register must be maintained and the timing and nature of decommissioning activities adjusted in response to potential complaints; and,</p> <p>l. Tourists must be made aware of the decommissioning activities and the potential inconvenience.</p>			
7.14	<p>Aspects: Job creation and spending on local goods and services.</p> <p>Impact: Positive economic impacts for the local community.</p> <p>Objective: Maximise positive economic benefits associated with the decommissioning phase.</p> <p>Target: The Local economy of Addo benefits from the decommissioning phase.</p>	Decommissioning Contractor	<p>Monitoring Action: ECO Audit Checklist.</p> <p>Responsible Person/Party: ECO</p>	
	<p>Mitigation/Management Measures:</p> <p>a. Where reasonable and practical the contractors appointed by the Applicant must appoint local contractors and implement a “local first” policy, especially for semi and low-skilled job categories. However, due to the low skill levels in the area, the majority of skilled posts are likely to be filled by personnel from outside the area; and,</p> <p>b. The recruitment selection process should seek to promote gender equality and the employment of women wherever possible, particularly for less labour-intensive work such as flag bearing and supervision.</p>		<p>Monitoring Frequency: Monthly</p>	

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DECOMMISSIONING PHASE: PROPOSED NEW LENLDVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.15	<p>Aspects: Fire Prevention.</p> <p>Impact: Uncontrollable fire.</p> <p>Objective: Prevent the outbreak of fires emanating from decommissioning activity.</p> <p>Target: No incidences of fires are recorded for the site.</p> <p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. Assume acceptable precautions to guarantee that fires are not started as a result of works on site as specified below; b. The Contractor will be held responsible for any damage to structures or property on or neighbouring the site as a result of any fire caused by personnel; c. The Contractor must ensure that decommissioning related activities that pose a potential fire risk, such as grinding etc., are properly managed and confined to areas where the risk of fires has been reduced. Measures to reduce the risk of fires include clearing working areas and avoiding working in high wind conditions when the risk of fires is greater. In this regard special care must be taken during the high risk dry, windy summer months; d. The Contractor must provide fire-fighting training to selected construction staff and take cognisance of the Veld and Forest Fire Act, Act No. 101, 1998; e. Ensure the work site and the contractor's camp is equipped with adequate firefighting equipment. This includes at least rubber beaters when working in veld areas, and at least one fire extinguisher of the appropriate type irrespective of the site; f. Workers must be adequately trained in the handling of firefighting equipment, and can include but not limited to: 	Decommissioning Contractor	<p>Monitoring Action:</p> <p>ECO to take photographs of site before clearance; ECO Audit Checklist.</p> <p>Responsible Person/Party:</p> <p>ECO</p> <p>Monitoring Frequency:</p> <p>Monthly</p>	

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<ul style="list-style-type: none">➤ Regular fire prevention talks and drills; and,➤ Posting of regular reminders to staff; <p>g. No open fires are permitted anywhere on site;</p> <p>h. Do not store any fuel or chemicals under trees;</p> <p>i. Do not store gas and liquid fuel in the same storage area (Hazardous substances to be stored in accordance with SANS);</p> <p>j. Cleared vegetation must be removed from site within seven (7) days of being cleared;</p> <p>k. Any fires that occur on site shall be reported to the ECO immediately and then to the relevant authorities;</p> <p>l. In the event of a fire, the Contractor shall immediately employ such plant and personnel as is at his disposal and take all necessary action to prevent the spread of the fire and bring it under control;</p> <p>m. Do not permit any smoking within 3m of any fuel or chemical storage area, or refuelling area. A designated smoking area must be established on site;</p> <p>n. All construction vehicles must be fitted with at least one fire extinguisher; and,</p> <p>o. Emergency contact numbers including those of the surrounding farmers must be easily available on site.</p>			
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DECOMMISSIONING PHASE: PROPOSED NEW LENLDUVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.16	<p>Aspects: Soil, surface water and groundwater contamination due to decommissioning activities such as the use of hazardous materials on site e.g. fuel and oil.</p> <p>Impact: Pollution of soil and water contamination by hazardous waste.</p> <p>Objective: Provide facilities for appropriate collection and disposal of hazardous waste.</p> <p>Target: No record of pollution or site contamination by hazardous waste.</p>	Decommissioning Contractor	<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: DEO & ECO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. Concrete must be mixed on mixing trays only and not on exposed soil. Concrete must only be mixed in areas which have been specially demarcated for this purpose (preferable where no natural vegetation occurs); b. Concrete mixing to be carried out away from sensitive areas; c. Material Safety Data Sheets (MSDSs) must be available on site for all chemicals and hazardous substances to be used on-site, including information on their ecological impacts and how to minimise the impacts in case of leakage; d. All spillage must be cleaned up immediately after they have occurred; e. Spillage of petrochemical products must be avoided. In the case of accidental spillage, contaminated soil must be removed for bio-remediation or disposed of at a facility for the substance concerned. Disturbed land outside of the development footprint must be rehabilitated and seeded with vegetation seed naturally occurring on site; f. Vehicles and machinery must be regularly serviced to avoid leakages; 				

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- g. At the work site the Contractor must maintain strict surveillance to ensure that no spills occur;
- h. The discharge of any pollutants such as cement, concrete, lime, chemicals, etc. into the natural environment must strictly be prohibited;
- i. Fuel and chemical storage must be done within a designated area only, which is properly bund and able to contain 110% of the capacity of fuel or chemicals stored within;
- j. Construction vehicles must be inspected every morning before work commence to ensure that no leakages do occur;
- k. All personnel must receive induction on how to report spillages, contain them and treat them accordingly;
- l. Spill kits must be available at each working station;
- m. Drip trays must be placed beneath all construction equipment that is stationary on site or within the site camp;
- n. Hazardous waste must be stored in bins with a lid in a demarcated waste area and must be disposed of at a hazardous treatment facility with records on file;
- o. General waste and hazardous waste must not be mixed and must be disposed of separately. If general waste is contaminated with hazardous waste all the waste must be treated as hazardous waste and disposed as such; and,
- p. A register must be kept of the quantities of waste disposed and proof of safe disposal (by the contractor), at an authorised waste disposal facility, must be retained by the Applicant and be available at the site office.

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DECOMMISSIONNG PHASE: PROPOSED NEW LENLDVU LODGE, ASSOICATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.17	<p>Aspects: Water Conservation.</p> <p>Impact: Wasting water as a result of negligence.</p> <p>Objective: Promote and implement water use efficiency mechanisms.</p> <p>Target: No Water Wastage.</p>	Decommissioning Contractor	<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: ECO & DEO</p> <p>Monitoring Frequency: Monthly</p>	

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DECOMMISSIONING PHASE: PROPOSED NEW LENLDUVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.18	<p>Aspects: Health and Safety.</p> <p>Impact: Dangerous working conditions for workers.</p> <p>Objective: To prevent any casualties on site.</p> <p>Target: No Personnel casualties on site.</p>	Decommissioning Contractor	<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: Contractor Health and Safety Representative</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. The Contractor shall comply with all standard and legally required health and safety regulations; b. Induction training should highlight the potentially dangerous conditions, including the possibility of encountering snakes; c. Only correctly qualified/experienced personnel may remove faunal species from the construction site if required; d. Caution must be exercised when lifting construction material off the ground which has stood for a while as snakes or other animals may have sought shelter beneath the material; e. The Contractor shall provide a standard first aid kit at the site offices; f. There must be a Safety Officer on site who has first aid training and knowledge of safety procedures; g. The Contractor shall provide the appropriate Personal Protective Equipment (PPE) for staff; and, h. The Contractor must have insurance cover for the workmen. 				

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DECOMMISSIONING PHASE: PROPOSED NEW LENLDUVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT AT ADDO ELEPHANT NATIONAL PARK, EASTERN CAPE PROVINCE		RESPONSIBLE PARTY/PERSON (implementation of mitigation measures)	MONITORING: ACTION, RESPONSIBLE PERSON/PARTY AND FREQUENCY	COMPLIANT? (for use by ECO)
7.19	<p>Aspects: Heritage Resources.</p> <p>Impact: Damage and destruction of fossils during excavation activities.</p> <p>Objective: To prevent any destruction of valuable artefacts.</p> <p>Target: No destruction of any fossils and artefacts.</p>	Construction Contractor	<p>Monitoring Action: Incident Register; Photographs; ECO Audit Checklist</p> <p>Responsible Person/Party: DEO & ECO</p> <p>Monitoring Frequency: Monthly</p>	
<p>Mitigation/Management Measures:</p> <ol style="list-style-type: none"> a. Any substantial fossil remains (e.g. vertebrate bones, shells, fossil wood) encountered during excavation should be safeguarded in situ and reported to Eastern Cape Provincial Heritage Resource Authority for possible mitigation by a professional Palaeontologist (Contact details: Mr Sello Mokhanya, 74 Alexander Road, King Williams Town 5600; Email: smokhanya@ecphra.org.za). b. A Chance Fossil Finds Protocol to be appended to the EMPr and implemented should any substantial fossil remains be uncovered (Refer to Appendix 1); c. Fossil material must be curated in an approved repository (e.g. National Park Interpretive Centre, museum / university collection) and all fieldwork and reports should meet the minimum standards for palaeontological impact studies developed by SAHRA (2013); d. No heritage structures may be marked or damaged; e. 				

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<p>f. Should any heritage resources (including but not limited to fossil bones, coins, indigenous and/or colonial ceramics, any articles of value or antiquity, stone artefacts or bone remains, structures and other built features, rock art and rock engravings) be exposed during excavation for the purpose of decommissioning, decommissioning in the vicinity of the finding must be stopped. A trained Palaeontologist or Heritage Specialist must be notified to assess the finds, and this must then be reported to the applicable Heritage Authority and the following details must be provided:</p> <ul style="list-style-type: none"> ➤ Date; ➤ Position of the excavation (GPS) and depth; ➤ A description of the nature of the find; ➤ Digital images of the excavation showing vertical sections (sides) and the position of the find showing its depth/location in the excavation; ➤ A reference scale must be included in the images (tape measure, ranging rod, or object of recorded dimensions); and, ➤ Close-up, detailed images of the find (with the scale included); and, <p>f. All operators of excavation equipment must be made aware of the possibility of the occurrence of sub-surface heritage features. If any heritage artefacts are discovered the following procedures must be followed:</p> <ul style="list-style-type: none"> ➤ All decommissioning in the immediate 50 m vicinity radius of the site must cease; ➤ The Heritage Practitioner must be informed as soon as possible; ➤ In the event of obvious human remains SAPS must be notified; ➤ Mitigation measures (such as refilling, etc.) must not be attempted; ➤ The area in a 50 m radius of the find must be cordoned off with hazard tape; and, ➤ Public access must be limited and the area must be placed under guard. 			
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EMERGENCY RESPONSE PLAN

The following table is provided to assist the ECO and construction Contractor with remedial work options and problem solving:

Observation or Event	Action by Inspector or Observer	Action by Construction Contractor
<p>Spillage of diesel or hydrocarbons on soil</p>	<p>Report to construction Contractor and continue observations.</p> <p>Also check:</p> <ul style="list-style-type: none"> ➤ That the source causing the spillage has ceased, and that the affected area is isolated to prevent spreading of the hazardous substance, where after it must be rehabilitated. 	<p>Action will be required as soon as possible (ASAP) by following the next steps:</p> <ul style="list-style-type: none"> ➤ Dig down into the soil to see how far down the pollution penetrated, ➤ If less than 300mm penetrated: <ul style="list-style-type: none"> a. Turn the soil over to expose it to the air. b. Apply Mono Ammonium Phosphate (MAP) at a rate of 58gr/m² to the overturned soil. c. Water enough to keep the soil moist. ➤ If penetration is greater than 300mm: <ul style="list-style-type: none"> a. Remove the affected soil and spread in a layer not more than 300mm thick. b. Apply MAP at a rate of 50gr/m². c. Water enough to keep the soil moist. ➤ Repeat the above steps every 6 weeks or until the soil is clean.

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Erosion	Report to construction contractor and continue observations. Also check: ➤ That all vehicular movement is restricted to existing access routes to prevent crisscrossing of tracks through undisturbed areas.	Action will be required ASAP: ➤ Implement erosion protection works at identified problem areas. ➤ Implement remedial works at affected areas in order to restore the area to its previous or better status.
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INCIDENT REGISTER

INCIDENT REGISTER: PROPOSED NEW LENDLOVU LODGE, ASSOCIATED INFRASTRUCTURE AND SOLAR PV PLANT, ADDO ELEPHANT PARK, EASTERN CAPE PROVINCE					
NAME OF PERSON REPORTING THE INCIDENT	INCIDENT	DATE OF INCIDENT IDENTIFIED	HOW WAS INCIDENT ADDRESSED?	DATE OF RECTIFICATION	SIGNATURE

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REHABILITATION MEASURES AND CLOSURE PLAN

The rehabilitation phase follows completion of construction works and entails site clean-up and site rehabilitation following the removal of the Contractor from site. The underlying aim of rehabilitation is the process of returning land within the site boundary to some degree of its former natural state.

Key aspects within this process include the:

- Removal of structures and infrastructure;
- Handling of inert waste and rubble;
- Handling of hazardous waste and pollution control;
- Final shaping of the terrain;
- Topsoil replacement and soil amelioration;
- Ripping and scarifying of surfaces;
- Planting of indigenous occurring vegetation (if deemed necessary); and
- Maintenance.

Rehabilitation Measures

Removal of structures and infrastructure
<ul style="list-style-type: none"> • On completion of a section of works, the area must be rehabilitated by suitable landscaping, levelling, topsoil dressing, land preparation, alien plant eradication and where ascribed for by the ECO, vegetation establishment; • Clear and completely remove from site all construction structures and temporary infrastructure; • All permanent infrastructure must be returned to a useable state.
Inert waste and rubble
<ul style="list-style-type: none"> • Remove all inert waste and rubble, such as excess rock, any structural foundations and remaining aggregates. Only once this material has been removed, the site shall be re-instated and rehabilitated; • Domestic waste must be completely removed from the site and disposed of at a landfill site.
Topsoil replacement and soil amelioration
<ul style="list-style-type: none"> • The reinstatement of disturbed areas must follow immediately after the removal of structures and temporary infrastructure; • Topsoil backfilling must be undertaken when the soil is dry, and not following any recent rainfall events; • The replacement of topsoil must be sought in situ with construction where possible, or as

- soon as construction in an area has been completed;
- All stockpiled topsoil together with herbaceous vegetation must be replaced and redistributed over a disturbed area such as temporary access roads;
 - Topsoil must be returned to the same site from where it was stripped;
 - When insufficient topsoil remains, soil of a similar quality can be obtained from a nearby area within the construction area which was disturbed;
 - Once topsoil has been returned to the ground, stripped vegetation must be randomly spread by hand over the area.

Maintenance

- All re-growth of invasive vegetative material will be monitored by the Developer for one year;
- All areas under rehabilitation are to be treated as no-go areas using danger tape and steel droppers/fencing and cornered off, to prevent vehicular, pedestrian and livestock access;
- Any re-vegetation must be done using plant species in occurrence on site;
- Control invasive plant species and weeds using approved methods of manual or chemical intervention;
- The re-establishment of vegetation must be allowed several rainy seasons, given the arid nature of the climate and region.

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APPENDIX 1 – HERITAGE CHANCE FOSSIL FINDS PROTOCOL

APPENDIX 1: CHANCE FOSSIL FINDS PROCEDURE: Lendlovu Lodge project area, Addo Main Rest Camp, Addo Elephant National Park	
Province & region:	Eastern Cape, Sundays River Valley Municipality
Responsible Heritage Resources Agency	ECPHRA (Contact details: Mr Sello Mokhanya, 74 Alexander Road, King Williams Town 5600; Email: smokhanya@ecphra.org.za).
Rock unit(s)	Kirkwood Formation (Uitenhage Group) fluvial mudrocks and channel sandstones. Neogene calcretes, younger alluvium, soils, surface gravels.
Potential fossils	Vertebrate bones and teeth (including dinosaurs), estuarine molluscs, fossil wood in Kirkwood “wood beds”. Freshwater molluscs, calcretised trace fossils, possible bones and teeth of mammals, freshwater molluscs in Late Caenozoic alluvium.
ECO protocol	1. Once alerted to fossil occurrence(s): alert site foreman, stop work in area immediately (<i>N.B.</i> safety first!), safeguard site with security tape / fence / sand bags if necessary.
	2. Record key data while fossil remains are still <i>in situ</i> : <ul style="list-style-type: none"> • Accurate geographic location – describe and mark on site map / 1: 50 000 map / satellite image / aerial photo • Context – describe position of fossils within stratigraphy (rock layering), depth below surface • Photograph fossil(s) <i>in situ</i> with scale, from different angles, including images showing context (<i>e.g.</i> rock layering)
	3. If feasible to leave fossils <i>in situ</i> : <ul style="list-style-type: none"> • Alert Heritage Resources Agency and project palaeontologist (if any) who will advise on any necessary mitigation • Ensure fossil site remains safeguarded until clearance is given by the Heritage Resources Agency for work to resume
	3. If <i>not</i> feasible to leave fossils <i>in situ</i> (emergency procedure only): <ul style="list-style-type: none"> • <i>Carefully</i> remove fossils, as far as possible still enclosed within the original sedimentary matrix (<i>e.g.</i> entire block of fossiliferous rock) • Photograph fossils against a plain, level background, with scale • Carefully wrap fossils in several layers of newspaper / tissue paper / plastic bags • Safeguard fossils together with locality and collection data (including collector and date) in a box in a safe place for examination by a palaeontologist • Alert Heritage Resources Agency and project palaeontologist (if any) who will advise on any necessary mitigation
	4. If required by Heritage Resources Agency, ensure that a suitably-qualified specialist palaeontologist is appointed as soon as possible by the developer.
	5. Implement any further mitigation measures proposed by the palaeontologist and Heritage Resources Agency
Specialist palaeontologist	Record, describe and judiciously sample fossil remains together with relevant contextual data (stratigraphy / sedimentology / taphonomy). Ensure that fossils are curated in an approved repository (<i>e.g.</i> museum / university / Council for Geoscience collection) together with full collection data. Submit Palaeontological Mitigation report to Heritage Resources Agency. Adhere to best international practice for palaeontological fieldwork and Heritage Resources Agency minimum standards.

(Almond, 2021)

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Annexure C

Code of Conduct for working in the South African National Parks

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E



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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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.

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

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

4. FIREARMS

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

5. LITTER

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

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

6. PETS

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

7. PERSONNEL RELATIONS

7.1 Park Managers or any designated person are officials of the SANParks and are responsible for the enforcement of the Protected Areas Act 57, 2003 in their respective parks. To uphold the 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.

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

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

10. CONTROL AT ENTRANCE AND 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.

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- 13.8 Defecate in a place or manner as to offend any other person.
- 13.9 Dispose of rubble or leftovers in any place other than in bins provided.
- 13.10 Aimlessly loiter or hang around near or in a rest camp or personnel accommodation at any time.
- 13.11 Introduce, brew or be in possession of alcohol.
- 13.12 Be in possession of habit forming drugs.
- 13.13 Be in possession of any fresh meat, especially raw venison or other animal products and, if required legally, it may not be transported out of the park without the necessary veterinary permits.
- 13.14 Hitch-hike in a national park.
- 13.15 Possess a firearm or any dangerous weapon without the necessary permission or permit.
- 13.16 Where work teams reside and work in the field, wander away from the work site or living quarters.
- 13.17 Temporary work teams (supervisors excluded) are not allowed to receive visitors in a national park.
- 13.18 It is the contractor's responsibility to ascertain the rules and regulations laid down by SANParks.

14. MALARIA AND MALARIA CONTROL

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

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

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

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Annexure D

Schedule of Contractors for EME / QSE Subcontract Spend

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