

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

WCNCB 08/10/2023

NEC4 ENGINEERING AND CONSTRUCTION SHORT CONTRACT (ECSC4)

16B – Delivery & Maintenance of Infrastructure

Template Version 1.02 – June 2020

TENDER No : **WCNCB 08/10/2023**

PROJECT TITLE : **KLEINMOND- STONY POINT NATURE RESERVE - TOURISM
ACCOMMODATION: BOARDWALK MAINTENANCE AND
REPAIRWORK**

TENDER CLOSING : **11:00 on 17 November 2023**

<u>CLIENT</u>		<u>CLIENT'S REPRESENTATIVE</u>	
Western Cape Nature Conservation Board		Neil LYNERS and Associates (RF) (PTY) LTD	
<u>PHYSICAL ADDRESS</u>	<u>POSTAL ADDRESS</u>	<u>PHYSICAL ADDRESS</u>	<u>POSTAL ADDRESS</u>
PGWC Building cnr Bosduif & Volstruis Str Bridgetown 7764	PGWC Building cnr Bosduif & Volstruis Bridgetown 7764	South Gate Bldg, First Flr Carl Cronje Drive Tyger Waterfront 7530	P.O. Box 4901 Tygervally Bellville 7536
Contact: Ramese Mathews Phone: 087 087 3175 Email: rmathews@capenature.co.za		Contact: Lucas Bosch Phone: 021 914 0300 Email: lucas@lynerns.co.za	

NOTE:

All returnable documents as listed on page 13 in this document, including the Form of Offer C1.1 on page 46 must be completed in full and signed. The entire document, from page 1 through 83 must be submitted with your bid. Non-compliance will render your tender invalid.

Name of Tenderer:

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

IMPORTANT NOTICE: Please DO NOT disassemble or dismember this document except for dividing it into the two envelope parts as described in the Tender Data. DO NOT insert any attached pages to returnable schedules within the page sequence of each part of the document. Additional pages must be attached AFTER the last page of each part and clearly marked to which returnable schedule they belong.

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**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

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KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK

T1.1 Tender notice and invitation to tender

The **Western Cape Nature Conservation Board - CapeNature**, invites tenders for Tender No. **WCNCB 08/10/2023: KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK**.

It is estimated that tenderers should have a CIDB contractor grading designation of **4GB** or higher.

Preferences are allocated to tenderers for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.

The physical address for collection of hardcopy tender documents is:

Western Cape Nature Conservation Board
CapeNature Head Office
3rd Floor Board Room, PGWC Shared Services Centre
cnr Bosduif & Volstruis Streets
Bridgetown
7764

Hardcopy documents may be collected during working hours after **08:00** from **18 October 2020**.

Documents issued in electronic format (PDF) can be requested by sending an email to ibrey@capenature.co.za stating a return email address, the tender number, name of requesting entity, CSD registration number and CIDB registration number (if applicable) of the entity.

The above contact details also pertain for requesting hard copy documents which can be collected at Cape Nature Head Office, PGWC Building, Cnrs of Bosduif & Volstruis Street, Bridgetown.

Queries relating to the technical specification of these documents may be addressed to:

Name:	Lucas Bosch
Phone:	021 914 0300
Email:	lucas@lynners.co.za

The closing time for receipt of tenders is **11:00 on 17 November 2023**. Facsimile, copied and late tenders will not be accepted.

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

A compulsory site/clarification meeting with representatives of the *Client* will take place at:

Location: Stony Point Nature Reserve, 2411 Wallers Rd, Betty's Bay
GPS: 34°22'18.8"S 18°53'33.6"E
Date: 26 October 2023
Starting Time: 11:00

Supplier Database Registration

All **prospective** Service Providers **must** be registered on:

- a) The Central Supplier Database (**CSD**), and
- b) The Western Cape Supplier Evidence Bank (**WCSEB**)

All prospective Service Providers who are not registered on the CSD are requested to self-register via www.csd.gov.za. Should assistance be required for the registration on the WCSEB you may contact the help centre at 021 833 5361 or an email can be directed to wcseb@westerncape.gov.za.

All Service Providers duly registered on the WCSEB are also requested to annually update their WCBD4, Declaration of Interest as well as their B-BBEE Rating Certificate or Sworn Affidavit in their original formats to the address below (copies, faxed or emailed copies will not be accepted):

**Provincial Treasury, 4 Waterford Place, 2nd Floor, Century City, Cape Town, or
Private Bag X9165, Cape Town, 8000**

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
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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 Engineering and Construction Works Contracts, August 2019**, as per Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and any erratum notices issued thereafter (see www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this bid. 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 data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Tender Data
C.1	General
C.1.1	In this document " <i>Client</i> " means the "employer" as referenced in the Standard Conditions of Tender, and the terms may be used interchangeably in this document. The <i>Client</i> is Western Cape Nature Conservation Board .
C.1.2	Tender Documents The Tender Document (this document), issued by the <i>Client</i> and comprising the following parts: Part T: The Tender Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable schedules Part C: The Contract Part C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data: Contract Data Part One: Data provided by the <i>Client</i> Contract Data Part Two: Data provided by the <i>Contractor</i> Part C2: Pricing Data C2.1 Pricing assumptions & instructions C2.2 Pricing schedule Part C3: Scope of Work Part C4: Site information Appendix: Drawings, schematics & annexures This tender document must be completed in black ink and contains the "returnable documents" which must be completed in terms of submitting a tender offer.

Clause	Tender Data														
C.1.4	<p>The <i>Client's</i> Agent is:</p> <table border="1"> <tr> <td>Name:</td><td>Neil LYNERS and Associates (RF) (PTY) LTD</td></tr> <tr> <td>Address Line 1</td><td>South Gate Bldg, First Flr</td></tr> <tr> <td>Address Line 2</td><td>Carl Cronje Drive</td></tr> <tr> <td>Address Line 3</td><td>Tyger Waterfront</td></tr> <tr> <td>Postal Code:</td><td>7530</td></tr> <tr> <td>Contact no:</td><td>021 914 0300</td></tr> <tr> <td>Email address:*</td><td>lucas@lynerns.co.za</td></tr> </table> <p>* Address for electronic communications</p>	Name:	Neil LYNERS and Associates (RF) (PTY) LTD	Address Line 1	South Gate Bldg, First Flr	Address Line 2	Carl Cronje Drive	Address Line 3	Tyger Waterfront	Postal Code:	7530	Contact no:	021 914 0300	Email address:*	lucas@lynerns.co.za
Name:	Neil LYNERS and Associates (RF) (PTY) LTD														
Address Line 1	South Gate Bldg, First Flr														
Address Line 2	Carl Cronje Drive														
Address Line 3	Tyger Waterfront														
Postal Code:	7530														
Contact no:	021 914 0300														
Email address:*	lucas@lynerns.co.za														
C.2	Tenderer's obligations														
C.2.1	Only those tenderers who are registered with the CIDB and whose registrations are active at close of tender and who satisfy the grading requirement of a CIDB grading of a 4GB or higher, as calculated in terms of the CIDB regulations, are eligible to have their tenders evaluated.														
C.2.7.1	<p>A compulsory site/clarification meeting with representatives of the <i>Client</i> will take place at:</p> <p>Location: Stony Point Nature Reserve, 2411 Wallers Rd, Betty's Bay GPS: 34°22'18.8"S 18°53'33.6"E Date: 26 October 2023 Starting Time: 11:00</p> <p>THE FOLLOWING CONDITIONS APPLY:</p> <ul style="list-style-type: none"> (a) A tender will automatically be disqualified if the meeting is not attended by a representative of the tendering entity. (b) Representatives of tendering entities must complete and sign the meeting attendance register, providing full details as required on the register, failure of which will disqualify the tender. (c) The name of the lead entity in an envisaged consortium/joint venture must appear on the attendance register, failure of which will disqualify a tender submitted by the consortium/joint venture. (d) A representative may not attend the meeting on behalf of more than one tendering entity. This constitutes anti-competitive behaviour, and when multiple tenders are submitted which reference the attendance of the same person at the site/clarification meeting, ALL those tenders will be disqualified. (e) Tendering entities must be represented by a person who is suitably qualified and experienced to comprehend the implications of the tender. (f) The chairperson may delay the start of the meeting at his sole discretion, as dictated by circumstances. After official start of the meeting by the chairperson, late arrivals will be allowed to join the meeting but the chairperson is under no obligation to repeat any information conveyed prior to such late arrivals. (g) Recorded minutes as well as addenda or any other information, where applicable, will be issued to all whom attended the meeting. (h) Requests for additional information can be directed to the <i>Client's</i> representative via email, not later than one week prior to tender closing. Requests received after the cut-off date will not be responded to. (i) Information provided to tenderers at the clarification meeting or thereafter and which is recorded in the <i>Client's</i> minutes of the meeting or other documentation issued, forms part of the Conditions of Tender. Failure to comply with such conditions may disqualify the tender. Addenda issued (if any) MUST be included in the tender submission, failure of which will disqualify the tender. If the tenderer claims that addenda were not received but the 														

Clause	Tender Data
	<i>Client</i> can prove transmission thereof to the email address as provided by the tenderer, the submitted offer will be rejected.
C.2.10.5	The rates and prices offered by the tenderer must be inserted into the pricing schedule of this tender document. Failure to do so will disqualify the tender. Printouts of electronic spreadsheets or any form of substitute for the returnable pages of the pricing schedule are not accepted for this tender.
C.2.11	<p>PLEASE NOTE: No alterations/corrections to inserted information in the document (including pricing) may be performed by erasing or using masking fluid ("Tipp-Ex" or similar) on any submitted page. Alterations/corrections to inserted information may only be performed as follows:</p> <ul style="list-style-type: none"> (a) Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every incidence of alteration/correction. (b) In the case of access to a digital copy of the tender document (PDF), simply reprint the page, enter the information on the reprinted page and substitute in the document before submission. <p>Tender submissions with alterations/corrections not in compliance with the requirements as described above, will be rejected.</p>
C.2.12.1	No alternative tender offers will be considered.
C.2.13.2	<p>PLEASE NOTE: The complete tender document comprising pages 1 through 83 must be returned to the <i>Client</i> when submitting a tender offer. If the pricing schedule or parts thereof are contained in the Appendix to this document, the duly completed pricing schedule or parts thereof must be returned with the tender document. Failure to do so will invalidate the tender. Other drawings, schematics or annexures in the Appendix need NOT be returned with the tender offer, unless there are specific instructions for a specific item to be returned, or if the tenderer wishes to utilise any item for clarification purposes when submitting an alternative tender offer, when applicable.</p>
C.2.13.4	The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
C.2.13.7	<p>The <i>Client's</i> address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: 3rd Floor, PGWC Building Cnrs of Bosduif and Volstruis Street Bridgetown 7764</p> <p>Identification details: Tender No: WCNCB 08/10/2023</p>

Clause	Tender Data
	<p>Tender offers couriered to the <i>Client</i> must be delivered to the following address:</p> <p>Western Cape Nature Conservation Board 3rd Floor PGWC Building Cnrs of Bosduif and Volstruis Street Bridgetown 7764</p> <p>The tender box is open during office hours only.</p>
C.2.14	<p>The <i>Client</i> requires tenderers to return a fully priced pricing schedule with the tender submission. ALL items in the pricing schedule MUST be priced. Please note the following:</p> <ul style="list-style-type: none"> a) Tenders showing a pattern of unpriced items in the pricing schedule, will be disqualified. b) Summarising parts or sections of the pricing schedule into single lump sums or rates without providing the breakdown of pricing of items as per the pricing schedule, is not acceptable and will disqualify the tender. c) Where an item is encountered against which no Price or rate is entered and it can be reasonably attributed to accidental omission on the part of the tenderer, that item will be treated as covered by other Prices or rates in the pricing schedule.
C.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Facsimile, e-mail, copied and late tenders will not be accepted.</p>
C.2.16	<p>The tender offer validity period is approximately 16 weeks, expiring on 8 March 2024. The <i>Client</i> reserves the right to extend the validity period for any additional period if deemed in the interest of the <i>Client</i>.</p>
C.3	The <i>Client</i>'s undertakings
C.3.4.1	<p>The time and location for opening of the tender offers is:</p> <p>Time: 11:00 on 17 November 2023</p> <p>Location: Cape Nature Head Office, 3rd Floor PGWC Building Cnrs of Bosduif and Volstruis Street Bridgetown 7764</p> <p>Tenders will be opened immediately after the closing time and read out in public.</p>
C.3.8.3	<p>Test for responsiveness: Tenders will be considered non-responsive if:</p> <ul style="list-style-type: none"> - the tender is not in compliance with specifications; - the tenderer has not fully completed and signed where required, all the returnable documents as listed in Part T2 of this tender document; - the tenderer has failed to clarify or submit any supporting documentation within seven days of being requested to do so by the <i>Client</i> in writing.

Clause	Tender Data
C.3.9.2	<p>Arithmetical errors and discrepancies:</p> <ul style="list-style-type: none"> - If pricing for the tender is a lump sum offer without a breakdown of rates and prices in a pricing schedule and there is a discrepancy between the amount in words and the amount in figures, the amount in words shall govern. - If a pricing schedule in the form of a bill of quantities, a price list, activity schedule or other format applies, the <i>Client</i> shall check all substantively responsive tenders for errors and discrepancies in the pricing schedule and offer form, and correct such errors and discrepancies in the following manner: <ul style="list-style-type: none"> o Where there is a discrepancy between the unit rate and the total price for any line item that is obtained by multiplying the unit rate and the quantity stated for that line item, the unit rate shall prevail and the total price for that line item shall be corrected, unless in the opinion of the <i>Client</i> there is an obvious misplacement of the decimal point in the unit rate, in which case the total price for that line item shall prevail and the unit rate shall be corrected. o Where there is an error in the total of the prices either as a result of corrections made in accordance with the above or in the tenderer's addition of prices, the total of the prices shall be corrected. o Where there is a discrepancy between the total of the prices in the pricing schedule and the total tender amount, or a discrepancy between the total amount in words and the total amount in figures, the amount corresponding to the correct total of the prices in the pricing schedule shall prevail and the others corrected. - Tenderers shall be notified by the <i>Client</i> of corrections made in accordance with C.3.9.2 and requested to accept the corrections including, where applicable, a corrected total tender offer. If the tenderer fails to accept the corrections so notified within a stated period after receipt of the <i>Client's</i> request to do so, the tender will be rejected. - If corrections made in accordance with C.3.9.2 results in a change in the total tender amount of any of the tenderers, all substantively responsive tenderers shall be notified of the corrected amounts by the <i>Client</i>, to ensure transparency of the correction process.
C.3.11	<p>The procedure for the evaluation of responsive tenders is Method 1 (Price and Preference)</p> <p>Price will be scored using the Formula $P_s = 80(1 - ((P_t - P_{min})/P_{min}))$ where:</p> <ol style="list-style-type: none"> 1. P_s is the number of points scored for comparative price of tender under consideration; 2. P_{min} is the comparative price of the lowest acceptable tender offer; 3. P_t is the comparative price of tender offer under consideration. <p>Preference will be scored as follows:</p> <p>Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. The maximum attainable combined score for price and preference is 80+20=100 points.</p> <p>The <i>Client</i> reserves the right to request, in writing, additional information from tenderers to clarify their offer if deemed necessary for risk assessment purposes. Failure on the part of the tenderer to provide the additional information within seven days after receipt of such a request will disqualify the tender. Tender offers which present an unacceptable high risk to the <i>Client</i> in terms of one or both of the risk assessment criteria above, will be rejected.</p>

Clause	Tender Data
C.3.13.1	<p>Tender offers will only be considered if all the requirements as stated in the Conditions of Tender and Tender Data are complied with. Specific emphasis is placed on the following:</p> <ol style="list-style-type: none"> 1. the tenderer is registered on the Western Cape Supplier Evidence Bank (WCSEB) by close of tender; 2. the tenderer is registered on the Central Supplier Database (CSD) by close of tender; 3. the tenderer must be shown to be tax compliant either via online CSD verification, or by attaching written proof by SARS of approved arrangements in terms of the tenderer's tax clearance, as a prerequisite for award; 4. the tenderer is registered with the Construction Industry Development Board (CIDB) in the appropriate contractor grading designation (if applicable) stated in this Tender Data by close of tender; 5. the tenderer submits this complete tender document from page 1 to page 83 inclusive, with all returnable schedules duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in this Tender Data at the close of tender; 6. 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; 7. the tenderer has not: <ul style="list-style-type: none"> - abused the <i>Client's</i> Supply Chain Management System, evidence of which can be clearly demonstrated by the <i>Client</i>; - failed to complete any previous contract due to the tenderer's own fault for any organ of state within the last 2 years; - submitted more than one offer (including participation in joint venture arrangements with others), and 8. has completed the Compulsory Enterprise Questionnaire, Declaration of Interests (WCBD 4) 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 <i>Client</i> or potentially compromise the tender process.

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Part T2: Returnable documents	
T2.1 List of returnable documents	Page 13
T2.2 Returnable schedules	Page 14

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

T2.1 List of returnable documents

IMPORTANT: The tenderer must complete all returnable schedules. Use the "Check" column to tick completion of each returnable schedule as a verification procedure to ensure all schedules are duly completed. **Failure to complete all returnable schedules will invalidate the tender.** Please see instructions for completion of returnable schedules under heading T2.2 following on the next page.

1. Returnable schedules required for tender evaluation and contracting purposes

Schedule No	Schedule Description & Location	Check
Tender Schedules:		
1	Tender offer signature and authority of signatory Page 15	<input type="checkbox"/>
2	Compulsory Enterprise Questionnaire Page 21	<input type="checkbox"/>
3	WCBD 6.1(a): Preference Certificate (80:20) Page 24	<input type="checkbox"/>
4	WCBD4: Declaration of interest Page 32	<input type="checkbox"/>
5	Addenda / Notices issued to tenderers Page 41	<input type="checkbox"/>
6	Schedule of work experience Page 42	<input type="checkbox"/>
Contract Schedules:		
7	C1.1 Form of Offer and Acceptance Page 46	<input type="checkbox"/>
8	C1.2 Contract Data Part Two: Data provided by the Contractor Page 55	<input type="checkbox"/>
9	Pricing Summary Page 60	<input type="checkbox"/>
10	Price List Page 61	<input type="checkbox"/>
11	Contract information required from Contractor Page 73	<input type="checkbox"/>
12	Amendments by Contractor Page 74	<input type="checkbox"/>
13	Contractor's Equipment schedule Page 75	<input type="checkbox"/>
14	Contractor's schedule of subcontractors Page 76	<input type="checkbox"/>
15	Contractor's health & safety plan Page 77	<input type="checkbox"/>
16	Contractor's environmental management plan Page 78	<input type="checkbox"/>

2. Returnable Documents to be submitted with bid

Document	Check
• B-BBEE Status Level Verification Certificate	<input type="checkbox"/>

KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK

T2.2 Returnable schedules

Important information for completing returnable schedules

1. The returnable schedules list T2.1 shows all the returnable schedules which need to be completed and returned for tender evaluation and contracting purposes. This list includes both document-standard and project-specific schedules. List T2.1 should be used as a checklist by the tenderer to verify that all returnable schedules have been duly completed, to avoid the tender being rejected as non-responsive due to an incomplete submission.
2. Each returnable schedule is numbered, starting at Schedule 1 and following a consecutively incremented whole number sequence through the tender document to the final schedule number assigned, as per the returnable schedules list.
3. Although all returnable schedules are numbered and follow in numeric sequence, they are not all grouped together in a single location in this tender document. Returnable schedules are divided into 2 groups:
 - i. Tender Schedules
 - ii. Contract Schedules

The first group of schedules (Tender Schedules) follow directly from here on forward in Part T2.2, with the remainder (Contract Schedules) following in various sub-sections of Part C of this tender document. Contract Schedules become part of the contract document after tender award. Schedules can be quickly located by their document page number given in the list of returnable schedules T2.1.

4. The tenderer must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliancy of the tender with responsiveness criteria. Please note: If any returnable schedule or part thereof is not applicable to the tenderer, that schedule or part thereof must be clearly marked "Not Applicable" (N/A), and not simply left blank. Schedules left blank without any indication of response by the tenderer to the requested information in the schedule, will be taken as an omission of the requested information.
5. Some schedules may either require, or have as an option, additional pages of information to be appended by the tenderer when submitting the tender. In each case the exact number of additional pages must be indicated in the space provided on that schedule, or indicated as NIL if no additional pages are appended. All appended pages must be clearly marked with the schedule number to which they belong.
6. All returnable schedules require the signature of the tenderer's authorised signatory where indicated and the date. Unsigned schedules, unless they are clearly marked "Not Applicable" by the tenderer, will render your tender invalid.
7. Goods provided must meet the minimum threshold of local production and content as stipulated by the DTI. Please refer to http://www.dti.gov.za/industrial_development/ip.jsp for [designated sector requirements](#). Should prospective bidders not meet the minimum threshold of local production and content as stipulated by the DTI, then bidders need to supply the DTI Exemption Letter, which needs to be accompanied with quote/bid.

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
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SCHEDULE 1: Tender offer signature and authority of signatory

The purpose of this Schedule is:

- Section 1: To obtain the necessary information about the tendering entity and the official tender offer signature of the tenderer;
- Section 2: To establish authority of the signatory to sign the tender offer and all other documents and/or correspondence in connection with and relating to the tender.

INSTRUCTIONS FOR COMPLETING SCHEDULE 1:

Tendering entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. Schedule 1 must be completed as follows:

- **If the tendering entity is a sole proprietor, trust, partnership, company or close corporation**, then complete both this page and Section 2.1 of this Schedule, and leave Sections 2.2 and 2.3 blank.
- **If the tendering entity is a consortium or joint venture**, then complete both this page and Sections 2.2 and 2.3 of this Schedule, and leave Section 2.1 blank.
- The contact details below must be the officially designated contact addresses which will be used by the *Client* for any and all communication in regard to this tender.

Section 1: Official tender offer signature

THE TENDERING ENTITY IS: (Circle or mark with X the applicable option)

Sole proprietor	Partnership	Trust	Company	Close corporation	Consortium	Joint venture
-----------------	-------------	-------	---------	-------------------	------------	---------------

NAME OF THE TENDERING ENTITY:

.....
(Legally correct full name of the tendering entity)

CONTACT DETAILS:

Physical & Postal Address:

.....

.....

.....

..... (Postal Code)

Telephone number:

Mobile number:

Email address:

Section 1 (continued...)

For the purpose of simplifying the tender document and tender submission process, the official tender offer signature below by the tenderer shall apply to this tender document as a whole, inclusive of all forms and returnable schedules which in the past required separate signatures on each form, including the Form of Offer.

DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

Signature to be provided by the duly authorised representative of the entity before a commissioner of oaths. Failure to provide the tender signature in the signature box below in accordance with all the stipulations as set out in this Schedule, will render the entire tender submission non-responsive.

I, hereby swear/affirm;

- i. that the information disclosed in this tender document is true and accurate;
- ii. that I understand the content of this tender document;
- iii. that the entity undertakes to independently arrive at any offer at any time to the *Client* without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the *Client*.
- iv. that the entity is aware of, and undertakes not to, disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.
- v. The authorised signature below serves as the required signature for ALL returnable schedules, including but not limited to the Form of Offer and Acceptance, Preference Certificate, Declaration of Interest and others.

AUTHORISED SIGNATURE OF TENDERER

Witness name and signature

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- | | |
|---|---------------|
| 1.1 Do you know and understand the contents of the declaration? | ANSWER: |
| 1.2 Do you have any objection to taking the prescribed oath? | ANSWER: |
| 1.3 Do you consider the prescribed oath to be binding on your conscience? | ANSWER: |
| 1.4 Do you want to make an affirmation? | ANSWER: |

I certify that the deponent has acknowledged that he/she knows and understands the contents of this document inclusive of all declarations, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was placed thereon in my presence.

.....
SIGNATURE

.....
FULL NAMES

Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:Place

Business Address:

Section 2: Authority of signatory**2.1: Resolution of board of *Trustees/Directors/Members/Partners**

Notes:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the tendering entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to **CapeNature** in respect of Tender No: **WCNCB 08/10/2023: KLEINMOND-STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK**
2. *Mr/Mrs/Ms:

in *his/her capacity as:

.....
 (Position in the entity)

and who will sign the tender offer in Section 1 of this Schedule, 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 and any and all documentation, resulting from the award of the tender to the entity mentioned above.

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

2.2: Resolution to enter into Consortium / Joint Venture

Notes:

1. *Delete which is not applicable
2. A separate copy of this Section 2.2 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

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

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to CapeNature in respect of Tender No **WCNCB 08/10/2023: KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

Please initial: Tenderer & Witness.....

2.3: Resolution to bid as Consortium / Joint Venture

Notes:

1. IMPORTANT: This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: **WCNCB 01/11/2020: KLEINMOND-STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at On.....
(Place) (Date)

	Name of authorised representative	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

- A. The abovementioned entities submit a bid in consortium/ joint venture to CapeNature in respect of the tender mentioned above.
- B. *Mr/Mrs/Ms:
 in *his/her capacity as:
 (Position in the bidding consortium/joint venture)
- and who will sign the tender offer in Section 1 of this Schedule, 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 entities in the consortium/joint venture mentioned above.
- C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

 (Consortium/joint venture name)
- D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with CapeNature in respect of the tender mentioned above.
- E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give CapeNature 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of CapeNature, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the Department referred to herein.
- G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with CapeNature in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

SCHEDULE 2: Compulsory Enterprise Questionnaire

Note: In the case of a consortium/joint venture, separate enterprise questionnaires as per this schedule in respect of each consortium/joint venture partner must be completed and submitted.

Section 1: Name of enterprise: Address of enterprise:																							
Section 2: VAT registration number, if any:																							
Section 3.1: CIDB registration number, if any:	Section 3.2: Western Cape Supplier Evidence Bank Registration Number:																						
Section 4: Particulars of sole proprietors and partners in partnerships																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">Name*</th> <th style="padding: 5px;">Identity number*</th> <th style="padding: 5px;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> </tbody> </table>	Name*	Identity number*	Personal income tax number*																				
Name*	Identity number*	Personal income tax number*																					
* Complete only if sole proprietor or partnership and append separate page if more than 6 partners																							
Section 5: Particulars of companies and close corporations Company registration number..... Close corporation number..... Tax reference number.....																							

Section 6: Record of 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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

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

Append separate page if not enough space

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

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

Append separate page if not enough space

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

- i) authorizes the *Client* to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that 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;
- 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.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

SCHEDULE 3: WCBD 6.1(a): PREFERENCE CERTIFICATE (80:20)

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND
IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** 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;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the

Please initial: Tenderer & Witness.....

price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
 - (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation; and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"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;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;
- 1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 Preference point system for this bid:

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender.

2.3 Preference points for this bid shall be awarded for:

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

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

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

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The organ of state 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 organ of state.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining **the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

(a) points out of 80 for price; and

(b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

- 3.6 As per section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraphs (d) and (e) of the Preferential Procurement Policy Framework Act, 2000 that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

- 7.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

8.1 B-BBEE Status Level of Contribution = (**maximum of 20 points**)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES / NO**

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES / NO**

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/entity :

10.2 VAT registration number :

10.3 Company Registration number :

10.4 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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

Please initial: Tenderer & Witness.....

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE
--

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

**SCHEDULE 4: WCBD 4: DECLARATION OF INTERESTS, BIDDER'S PAST SUPPLY
CHAIN MANAGEMENT PRACTICES AND INDEPENDENT BID
DETERMINATION**

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.
6. **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"business interest" means -

 - (a) a right or entitlement to share in profits, revenue or assets of an entity;
 - (b) a real or personal right in property;
 - (c) a right to remuneration or any other private gain or benefit, or
 - (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" 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;

"Controlling interest" means, 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;

"Corruption"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee", in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

"entity" means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

"entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"Institution" means –

a provincial department or provincial public entity listed in Schedule 3C of the

Act; **"Provincial Government Western Cape (PGWC)"** means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

"RWOEE" means - Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that

conducts business with an organ of state.

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
10. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A: DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ENTITY OF EMPLOYMENT	DESIGNATION/RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?				NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)				NO	YES
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?			NO	YES	N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO	YES
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?				NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....

DULY AUTHORISED REPRESENTATIVE'S

SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience?
ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was placed thereon in my presence.

.....

SIGNATURE FULL NAMES: Commissioner of Oaths

Designation (rank):ex officio: Republic of South Africa

Date: **Place:**

Business Address:

.....
.....

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

SCHEDULE 5: Addenda / Notice(s) issued to tenderers

We confirm that the following communications / addenda / notice(s) to tenderers received from the *Client* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer (If no addenda/notices mark schedule NIL, if not enough space, attach additional pages):

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of addenda / notices issued to tenderers indicating proof of receipt must accompany this Schedule.

**AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND
AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

The tenderer must provide in the spaces provided below a list of the last five completed contracts of a similar nature as this tender which were awarded to him, as well as those currently being undertaken. This information is subject to verification and tenderers must note that the adequacy of the contractor's work experience will be material in the *Client's* risk assessment for awarding this contract.

COMPLETED CONTRACTS			
CLIENT (NAME, TEL No and FAX No)	NATURE OF WORK	VALUE (R)	DATE COMPLETED

Please initial: Tenderer & Witness.....

CURRENT CONTRACTS			
CLIENT (NAME, TEL No and FAX No)	NATURE OF WORK	VALUE (R)	ANTICIPATED COMPLETION DATE

(Append separate page if not enough space)

**AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND
AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

Please initial: Tenderer & Witness.....



**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

NEC4 ENGINEERING AND CONSTRUCTION SHORT CONTRACT (ECSC4)

16B – Delivery & Maintenance of Infrastructure

**A contract between the Department of Transport and Public Works
and**

Name of Contractor:

The Contract

Compiled in accordance with CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019)

Part C1: Agreement and Contract Data	Page 45
C1.1 Form of Offer and Acceptance	Page 46
C1.2 Contract Data	Page 50
Part C2: Pricing Data	Page 56
C2.1 Pricing assumptions & instructions	Page 57
C2.2 Pricing schedule	Page 61
Part C3: Scope of work	Page 62
Scope	Page 63
Part C4: Site Information	Page 81
Appendix: Drawings, schematics & annexures	Page 83

NOTE: The complete contract documentation comprises the following:

- This document, from and including page 1 forward, up to and including the last page (page 83) in this document page count;
- All items included by reference or otherwise in this document;
- All addenda/notices issued by the *Client* to tenderers prior to tender closing;
- All deviations included in the Schedule of Deviations on page 48 of this document;
- All additional pages appended by the tenderer to returnable Contract Schedules which are accepted by the *Client*.

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Part C1: Agreement and Contract Data	
C1.1 Form of Offer and Acceptance	Page 46
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Contract Data Part One	Page 50
Schedule 8: Contract Data Part Two	Page 55

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

C1.1 Form of Offer and Acceptance

SCHEDULE 7 : C1.1 Form of Offer and Acceptance

The Contractor's Offer

The *Client*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Tender No: WCNCB01/11/2020: KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK**

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 authorised, signing this Offer, 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 *Client* by signing the *Client's* Acceptance and returning one copy of this document 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.

For the tenderer:

**AUTHORISED SIGNATURE OF TENDERER AS PER
SCHEDULE 1 (TENDER OFFER SIGNATURE AND
AUTHORITY OF SIGNATORY) OF THIS
DOCUMENT SERVES AS SIGNATURE FOR THIS
SCHEDULE**

Tenderer MUST complete the following:

CIDB Reg No.....
CSD Reg No.....
WCSEB Reg No.....
B-BBEE Status Level.....

Name of organisation **as per Schedule 1**

Name and capacity of signatory **as per Schedule 1**

Address of organisation **as per Schedule 1**

The *Client's* Acceptance

By signing this Acceptance, the *Client* identified below accepts the tenderer's offer. In consideration thereof, the *Client* 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 *Client* 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: Agreement and Contract Data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings, schedules and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 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 *Client* 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 arrange for the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of this contract. Failure to fulfil any of these obligations in accordance with the terms stipulated, shall constitute a repudiation of this Agreement.

This Agreement comes into effect on the *starting date* as stated in the Contract Data.

For the *Client*:

Western Cape Nature Conservation Board

PGWC Building
cnr Bosduif & Volstruis Str
Bridgetown
7764

SIGNATURE OF <i>Client</i>

Name:

Capacity:

Name and signature of witness:

.....

Date:

Schedule of Deviations

(Append separate page if not enough space)

1 Subject:	.....
Details:	.....

2 Subject:	.....
Details:	.....

3 Subject:	.....
Details:	.....

4 Subject:	.....
Details:	.....

5 Subject:	.....
Details:	.....

By the duly authorized representatives signing this Agreement, the *Client* 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 *Client* 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:

AUTHORISED SIGNATURE OF TENDERER (Only required if the Schedule of Deviations contains entries)

Name:

Capacity:

Name and address of organisation:

.....

Name and signature of witness:

.....

Date:

For the Client:

Western Cape Nature Conservation Board
 PGWC Building
 cnr Bosduif & Volstruis Str
 Bridgetown
 7764

SIGNATURE OF Client (Only required if the Schedule of Deviations contains entries)

Name:

Capacity:

Name and signature of witness:

.....

Date:

Number of additional pages appended by the tenderer to this schedule:(If nil, enter NIL).

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Contract Data

C1.2 Contract Data Part One

Data provided by the Client

Clause	Contract Data												
1 General	The <i>conditions of contract</i> are the clauses of, and additional conditions to, the NEC4 Engineering and Construction Short Contract (June 2017) , available from ECS Associates (tel 011-803-3008, email admin@ecs.co.za), tenderers to obtain copies at their own cost.												
Clause 10.1	<p>The <i>Client</i> is</p> <table border="1"> <tr> <td>Name:</td><td>Western Cape Nature Conservation Board</td></tr> <tr> <td>Address Line 1</td><td>PGWC Building</td></tr> <tr> <td>Address Line 2</td><td>cnr Bosduif & Volstruis Str</td></tr> <tr> <td>Address Line 3</td><td>Bridgetown</td></tr> <tr> <td>Postal Code:</td><td>7764</td></tr> <tr> <td>Email address:*</td><td>rmathews@capenature.co.za</td></tr> </table> <p>* Address for electronic communications</p> <p>The address for electronic communications is as above or as may be notified in writing to the <i>Contractor</i> from time to time during execution of the contract.</p>	Name:	Western Cape Nature Conservation Board	Address Line 1	PGWC Building	Address Line 2	cnr Bosduif & Volstruis Str	Address Line 3	Bridgetown	Postal Code:	7764	Email address:*	rmathews@capenature.co.za
Name:	Western Cape Nature Conservation Board												
Address Line 1	PGWC Building												
Address Line 2	cnr Bosduif & Volstruis Str												
Address Line 3	Bridgetown												
Postal Code:	7764												
Email address:*	rmathews@capenature.co.za												
Clause 11.2(1)	The <i>works</i> are Tender No WCNCB 08/10/2023: KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK.												
Clause 11.2(15)	The Scope is in Part C3: Scope of Work in this document.												
Clause 11.2(16)	The <i>site</i> is as described in the Site Information of this document.												
Clause 13.2	The <i>period for reply</i> is 2 weeks .												
Clause 16.1	The <i>Client</i> gives access to the <i>site</i> within 3 weeks of the starting date, subject to receipt of all the required information and documents as stated in the letter of notification of appointment of the Contractor by the Client. A delay by the <i>Contractor</i> to provide the required information and documents to the satisfaction of the <i>Client</i> within 3 weeks of the <i>starting date</i> will delay access, and is not a compensation event.												

Clause	Contract Data
3 Time	
Clause 30.1	The <i>starting date</i> is the date of receipt of the letter of notification of appointment of the Contractor issued by the Client (in the case of email notification the date on which the email is sent by the <i>Client</i>).
Clause 30.1	The <i>completion date</i> for the whole of the works is the date following 16 weeks after the starting date , which includes a period of 3 weeks for the <i>Contractor</i> to provide the <i>Client</i> with the necessary bonds, guarantees, insurance certificates, OHS plan, and other information required by this contract. The period of 3 weeks includes one week for the <i>Client</i> to assess and process the submitted documentation.
4 Quality management	
Clause 41.1	The <i>defects date</i> is 52 weeks after Completion.
Clause 42.3	The <i>defect correction period</i> is 2 weeks .
5 Payment	
Clause 50.1	The <i>assessment day</i> is the last day of each month.
Clause 50.6	The <i>delay damages</i> are R 6000.00 (six thousand rand) per calendar day excluding VAT .
Clause 50.7	The <i>retention</i> is 5% (five percent) excluding VAT of the contract value , attained by payment reduction of 10% (ten percent) of the value certified in payment certificates until the <i>retention</i> amount is reached.
Clause 51.1	Delete the first sentence of Clause 51.1 and replace with the following: The <i>Client</i> certifies a payment within one week of the assessment day. The <i>Contractor</i> prepares a tax invoice for the exact amount certified by the <i>Client</i> . The <i>Contractor</i> submits the tax invoice together with the corresponding payment certificate to the <i>Client</i> for payment. Incomplete and incorrect payment submissions are returned within one week to the <i>Contractor</i> for correction. Payment is made within thirty days of receipt of a complete and correct <i>Contractor's</i> payment submission.
Clause 51.2	The interest rate on late payment is 0.5% per complete week of delay .
8 Liabilities and insurance	
Clause 82.4	For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to R20 000 000 (twenty million rand) ..
Clause 83.3	The minimum amount of cover for the third insurance stated in the Insurance Table is R5 000 000 (five million rand) .
Clause 83.3	The minimum amount of cover for the fourth insurance stated in the Insurance Table is R10 000 000 (ten million rand) .

Clause	Contract Data
9 Termination and resolving disputes	
Clause 93.1	The <i>Adjudicator</i> is the person selected by the Parties as follows: A Party may at any time notify the other Party of the names of two persons chosen from the panel of NEC <i>Adjudicators</i> set up by the Joint Civils Division of the Institution of Civil Engineers (ICE)(UK) and the South African Institution for Civil Engineering (SAICE) (see www.jointcivils.co.za) whose availability to act as the <i>Adjudicator</i> , has been confirmed by the notifying Party. The other party selects one of the two persons chosen to be the <i>Adjudicator</i> within the <i>period for reply</i> of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> . The Parties appoint the <i>Adjudicator</i> under the NEC4 <i>Adjudicator's Contract</i> , June 2017.
Clause 93.2(2)	The <i>Adjudicator nominating body</i> is The Chairman of the Joint Civils Division of the Institution of Civil Engineers (ICE)(UK) and the South African Institution for Civil Engineering (SAICE) (see www.jointcivils.co.za).
Clause 93.4	The <i>tribunal</i> is arbitration . The arbitration procedure is as set out in the Rules of the Arbitration Foundation of Southern Africa .
Z Additional conditions of contract	
Clause Z1	No clause
Clause Z2	Identified and defined terms The Contract Date is the date this contract came into existence.
Clause Z3	Acts or omissions by mandataries In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Client</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Client</i> and the <i>Contractor</i> contemplated in section 37(2).
Clause Z4	Maintenance of mandatory registrations The <i>Contractor</i> ensures that his registrations with the Construction Industry Development Board (CIDB) and as a supplier on the Western Cape Supplier Evidence Bank (WCSEB) and the Central Supplier Database (CSD) are maintained until the Completion of the whole of the works. .
Clause Z5	Compliance with good labour practice The <i>Contractor</i> is registered with, and provides a Certificate of Compliance issued by, the Building Industry Bargaining Council (BIBC) in terms of clause 6A of the Collective Agreement as published in the Government Gazette No 25769 dated 28 November 2003. The <i>Contractor</i> complies with all BIBC requirements in terms of registration and remuneration of employees in the Working Areas, and remains in good standing with the BIBC during the execution of the contract.

Clause	Contract Data
Clause Z6	<p>Participation in the Expanded Public Works Programme (EPWP)</p> <p>The <i>Contractor</i> participates in the Western Cape Government Expanded Public Works Programme (EPWP) to give feedback during execution of the works or service in terms of a monthly return of the EPWP feedback form providing details of the number of workers employed under this contract for the preceding month, which includes the details for subcontractors' employees, if any. A pro forma of this form is provided in digital format (Excel spreadsheet) upon commencement of the contract. No monthly invoice is approved without inclusion of the EPWP feedback form in any payment submission. If no EPWP workers were employed, a NIL return is submitted.</p> <p>When any EPWP worker is registered to work under this contract for the first time, a certified true copy of the worker's Identity Document is submitted with the feedback form for that month. Any type of stamp can be used with the following wording or something similar to the same effect: "Certified a true copy of the original which bears no noticeable evidence of unauthorised alterations". Certification is made only to confirm that the copy is unaltered from the original ID document presented by the worker. It is neither the <i>Client's</i> nor the <i>Contractor's</i> responsibility or competency to certify that ID documents presented are authentic and legally valid.</p>
Clause Z7	<p>No clause</p> <p>Price adjustment for inflation: THIS IS A FIXED PRICE CONTRACT. NO CONTRACT PRICE ADJUSTMENT WILL BE APPLICABLE TO THIS CONTRACT.</p>
Clause Z8	<p>Performance bond</p> <p>The <i>Contractor</i> gives the <i>Client</i> a performance bond, provided by a bank or insurer which the <i>Client</i> has accepted, for the amount stated in the Contract Data and in the form set out in the Scope. Insurers must be duly registered in terms of the Short-Term Insurance Act 1998 (Act 35 of 1998) and banks must be duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). No alterations or amendments of the wording of the form of the performance bond will be accepted. A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. If the bond was not given by the <i>starting date</i> it is given to the <i>Client</i> within three weeks of the <i>starting date</i>. The <i>Contractor</i> does not start work before acceptance of the bond by the <i>Client</i>. Alternatively, a cash deposit of the same amount is also acceptable as a performance bond.</p> <p>The amount of the performance bond is 10% (ten percent) of the contract value excluding VAT.</p> <p>The form of the performance bond is the pro forma performance guarantee in the Scope of this document.</p>
Clause Z9	<p>No gifts/tokens/invitations from the <i>Contractor</i> to <i>Client's</i> officials</p> <p>Although there are formal prescripts and mechanisms in place to regulate and record the receipt of small tokens/gifts/invitations from contractors and service providers, officials of the <i>Client</i> are actively discouraged from accepting any such gifts/tokens/invitations. In terms of this contract, the <i>Contractor</i> shall not offer any gift/token/invitation which carries any monetary benefit, irrespective of value, directly or indirectly, to any official in the <i>Client's</i> service, before or after completion of this contract.</p>
Clause Z10	<p>No clause</p>

Clause	Contract Data
Clause Z11	<p>Non-working days and the December/January builders' break</p> <p>Non-working days stated herein are added to delays to the Completion Date assessed due to compensation events.</p> <p>Inclusion or exclusion of the annual December/January builders' break in determining and influencing the Completion Date set at the Contract Date is as stated herein, omission of which means EXCLUSION by default.</p> <p>If Completion is delayed until after the start of the builders' break, the full period of the builders' break is added in addition to delays to the Completion Date due to compensation events only if</p> <ul style="list-style-type: none"> the annual builders' break was EXCLUDED when setting the Completion Date at the Contract Date, and the delay to Completion is not the <i>Contractor's</i> fault. <p>If either Party issues a communication in terms of this contract to the other at any time during the builders' break, the <i>period for reply</i> is extended by the remainder of the period of the builders' break at the time of the communication.</p> <p>Saturdays, Sundays and National public holidays of the Republic of South Africa are non-working days when assessing delays to the Completion Date due to compensation events.</p> <p>The full period of the annual builders' break of approximately 4 weeks in December/January 2021/2022 during execution of this contract is INCLUDED in the Completion Date as set at the Contract Date.</p>
Clause Z12	No clause
Clause Z13	The <i>Contractor</i> provides this additional insurance to the insurances listed in the Insurance Table: A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA).
Clause Z14	No clause
Clause Z15	No clause
Clause Z16	<p>Payment of subcontractors by the <i>Contractor</i></p> <p>The <i>Contractor</i> pays a subcontractor within one week for all subcontracted work which in terms of this contract has been certified and paid to the <i>Contractor</i>.</p>
Clause Z17	No clause
Clause Z18	No clause
Clause Z19	<p>Cost of preparation of quotations for compensation events</p> <p>All costs associated with the preparation of quotations for compensation events for this contract are the <i>Contractor's</i> risk and are not reimbursable by the <i>Client</i>.</p>
Clause Z20	<p><i>Contractor's</i> site attendance register</p> <p>The <i>Contractor</i> keeps an attendance register detailing identity, sign-in and sign-out by all people entering the site or location where the works is provided, details of which are made available to the <i>Client</i> upon request.</p>

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Contract Data

C1.2 Contract Data Part Two

SCHEDULE 8: Data provided by the Contractor

Clause	Contract Data														
1 General															
Clause 10.1	<p>The Contractor is</p> <table border="1"> <tr> <td>Name:</td><td></td></tr> <tr> <td>Address Line 1</td><td></td></tr> <tr> <td>Address Line 2</td><td></td></tr> <tr> <td>Address Line 3</td><td></td></tr> <tr> <td>Postal Code:</td><td></td></tr> <tr> <td>Contact no:</td><td></td></tr> <tr> <td>Email address*:</td><td></td></tr> </table> <p>* Address for electronic communications</p>	Name:		Address Line 1		Address Line 2		Address Line 3		Postal Code:		Contact no:		Email address*:	
Name:															
Address Line 1															
Address Line 2															
Address Line 3															
Postal Code:															
Contact no:															
Email address*:															
Clause 11.2(6)	The <i>published list of Equipment</i> is the last edition of the list published by the Contractor's Plant Hire Association in their publication Hire SA in Africa (tel 011-293-7457).														
Clause 11.2(6)	The <i>percentage for adjustment for Equipment</i> is 15% .														
Clause 11.2(8)	The <i>fee percentage</i> is 15%														
Clause 11.2(10)	The <i>people rates</i> are in the Price List in Part C2: Pricing Data of this document.														
Clause 11.2(13)	The Price List is in Part C2: Pricing Data of this document														

**AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND
AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Part C2: Pricing Data	
C2.1 Pricing assumptions & instructions	Page 57
C2.2 Pricing schedule	Page 60
Schedule 9: Pricing Summary	Page 60
Schedule 10: Price List	Page 61

KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK

C2.1 Pricing assumptions & instructions

Pricing assumptions & instructions

1. GENERAL

- 1.1 It will be assumed that prices included in the pricing schedule 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).
- 1.2 The *Contractor* is paid for completed work i.e. work without Defects. This is a re-measurement contract and the Price List comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.
- 1.3 The method of measurement is based on the Architect's and Engineer's report descriptions which must be read in conjunction with photos and site inspection information, as well as the Model Preambles for Trades (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors.
- 1.4 Use is made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme (if applicable), fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the Price List.
- 1.5 The Price List needs to be read in conjunction with the drawings identified in the Scope.
- 1.6 In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in these pricing assumptions, the latter shall prevail.
- 1.7 The units of measurement described in the Price List are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	Millimetre
m ²	square metre

m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

- 1.8 For the purpose of the Price List, the following words have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work as defined in the relevant Standards or Specifications stated in the Scope of this document.
- Quantity: The number of units of work for each item.
- Rate: The agreed payment per unit of measurement.
- Price: The product of the quantity and the agreed rate for an item, or an agreed amount for an item, the extent of which is described in the Price List but the quantity of work of which is not measured in any units.
- 1.9 Descriptions in the Price List are abbreviated and comply generally with those in the Standards or Specifications stated in Scope of this document.
- 1.10 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 1.11 The Prices and rates stated for each item in the Price List shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.
- 1.12 An item against which no Price is entered will be treated as covered by other Prices or rates in the Price List.
- 1.13 All Prices in the Price List exclude VAT, while the total of Prices reflected in the Contractor's Offer includes VAT.
- 1.14 Where the Scope requires detailed shop drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and Prices tendered for such items.
- 1.15 Those parts of the contract to be constructed using labour-intensive methods (if applicable) have been marked as such in the pricing schedule and Scope. The works, or parts of the works so designated are to be constructed using labour-intensive methods only, and pricing for such items must make provision for this accordingly. The use of equipment to provide such works, other than Equipment specifically provided for in the Scope, is not allowed and in contravention of the contract. The items designated as labour-intensive are not necessarily an exhaustive list of all the activities which must be done labour-intensively, and this instruction does not override any of the requirements in the general labour-intensive specification in the Scope.

2. COMPENSATION EVENTS

- 2.1 Payment for items in the Price List which are associated with any budgetary allowances, provisional sums and prime costs are dealt with in the same manner as payment for compensation events, i.e. Defined Cost plus the percentage/s for overheads and profit as stated in the Contract Data.

3. THE TOTAL FINANCIAL OFFER FOR THIS TENDER

- 3.1 The financial offer of this tender is the total price reflected in the Pricing Summary of the Price List and, subsequently, in the *Contractor's Offer*.

4. MATERIAL CONFLICT WITH CONDITIONS OF CONTRACT

- 4.1 PLEASE NOTE: If anything in this Price List materially contradicts or is in conflict with any stipulation in the *conditions of contract*, the stipulation in the *conditions of contract* shall prevail.

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

C2.2 Pricing schedule

SCHEDULE 9: Pricing Summary

TOTAL PRICE OFFER FOR THIS CONTRACT

The total price offer, EXCLUSIVE of VAT for all work specified in the Price List, is as follows:

Price carried from Price List Bill 1:	R.....
Price carried from Price List Bill 2:	R.....
Price carried from Price List Bill 3:	R.....
Price carried from Price List Bill 4:	R.....
Price carried from Price List Bill 5:	R.....
Price carried from Price List Bill 6:	R.....

Sub-total R.....

Add VAT at 15% R.....

TOTAL PRICE OFFER: R.....

This total price offer is to be carried over to C1.1: Form of Offer and Acceptance on page 46 of this document.

<p align="center">AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE</p>
--

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

Please initial: Tenderer & Witness.....

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

C2.2 Pricing schedule

SCHEDULE 10: Price List

The Price List for this contract **is in Annexure 1 in the Appendix** to this document, and consists of the following sections:

- Bill No. 1: Scheduled Establishment, Overheads and Incidental Costs
- Bill No. 2: Critical Maintenance
- Bill No. 3: General Maintenance
- Bill No. 4: Optional Maintenance
- Bill No. 5: Provisional Sums
- Bill No. 6: Contingencies

IMPORTANT: Please note the following:

1. Ensure that the fully priced Price List is returned with your bid submission. Failure to do so will invalidate your tender.
2. Ensure that the pricing totals in the Price List are carried as appropriate to the Pricing Summary on page **Error! Bookmark not defined.** of this document, and the total of the Prices from there to the Form of Offer and Acceptance on page 46 of this document. Failure to do so will invalidate your tender.
3. Please check the Tender Data (Clause C.2.10.5) for the requirements pertaining to submission of the priced document, and ensure that you comply with the stipulations thereof. Failure to comply will invalidate your tender.
4. All information given in the Scope must be taken into account for pricing. Unrealistic pricing in terms of the envisaged work will render your tender high-risk, and may therefore be ineligible for award.
5. All items in the Price List are to be priced EXCLUSIVE of VAT.
6. All items in the Price List must be priced. Non-priced items may render your bid invalid – please see the Tender Data (Clause C.2.14) for details.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE
--

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Part C3: Scope of Work

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1. Description of the works	Page 64
2. List of drawings, schematics & annexures	Page 67
3. Specifications, standards & workmanship	Page 68
4. Constraints on Providing the Works	Page 69
5. Requirements for the programme	Page 70
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KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK

Scope

Preamble to Scope

NEC4 defined terms and terms identified in the Contract Data

The works are to be executed in accordance with the Scope forming part of the NEC4 *conditions of contract* as described in the Contract Data of this document. The Scope is meant to convey all relevant information required for the execution of the works clearly and unambiguously by following the formatting requirements of the *conditions of contract*, with due reference to defined terms and terms identified in the Contract Data.

Clause 11.1 of the *conditions of contract* stipulates that terms identified in the Contract Data are in italics, and defined terms have capital initials.

While every effort is made to ensure that the Scope conforms in full to these formatting requirements, there will always be a possibility that some defined terms and terms identified in the Contract Data may not be formatted in the prescribed manner in the Scope. This possibility increases when the Scope is voluminous and comprises different parts compiled by different contributors and disciplines.

THEREFORE, PLEASE NOTE:

For the purposes of clarity and to remove any ambiguity in regard to defined terms and terms identified in the Contract Data as referenced in the Scope, the following shall apply:

- All defined terms which do not have capital initials, shall be read as if they have capital initials, and
- all terms identified in the Contract Data which are not in italics, shall be read as if they are in italics.

Material conflict with *conditions of contract*

PLEASE NOTE: If anything in the Scope materially contradicts or is in conflict with any stipulation in the *conditions of contract*, the stipulation in the *conditions of contract* shall prevail.

KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK

Scope

CapeNature seeks a service provider to perform maintenance and repairwork to the Boardwalk at Stony Point Nature Reserve in Kleinmond.

1. Description of the works

1.1 Overview

The Works consist of maintenance and repairworks, as described in the Architect's and Engineer's report, to the existing boardwalk, to achieve the desired stability and structural integrity.

Tenderer to refer to the following Annexures:

Annexure 2 – Architect's Report

Annexure 3 – Engineer's Report

Annexure 4 - Environmental Management Plan

1.2 Purpose

The purpose of the Works is to upgrade the existing walkway at Stony Point Nature Reserve in accordance with the *Client's* requirements.

1.3 Contractor's Supervision and Key People:

Site Representative:

The *Contractor* keeps a site representative competent to administer and control the works continuously in the Working Areas during the execution of the works. The *Contractor* informs the *Project Manager* of the name of the site representative, and any instruction given to the site representative by the *Project Manager* is deemed to be given to the *Contractor*.

1.4 Meetings

Fortnightly meetings will be held on site. Formal site meetings will be alternated by Technical site meetings every second week.

1.5 Programming Constraints

The *Contractor* to be aware that the site is remote and that ample ordering and delivering time should be provided for.

Allowance must be made for this during construction and the *Contractor* shall take cognisance of the manner in which works execution may affect rates and progress, construction sequence, etc.

1.6 Access

The *Contractor* to regard the entire Nature Reserve as operational at all times during the construction phase.

Uninterrupted access to be ensured by the *Contractor* to CapeNature staff, Service vehicles and the Public (as allowed by CapeNature from time to time and in accordance with the Environmental Management Plan - Annexure 4), at all times during the construction phase.

Where absolutely necessary, road portions may be closed for restricted periods, provided that it has been approved by the *Client* and CapeNature management well in advance.

The *Contractor's* personnel, vehicles and equipment will be restricted to areas of construction only.

1.7 Quality assurance requirements

The *Contractor* shall provide everything necessary for the proper execution of the works and shall carry out and complete the works in compliance with this Agreement, using materials and workmanship of the quality and standards specified in the *Contract*, Standardised Specifications and Project Specifications, all to the satisfaction of the *Client's agent*.

The *Contractor* shall, at his own expense, institute a quality control system and provide experienced and appropriately skilled staff, together with all transport and equipment to ensure adequate supervision and positive control of the works at all times.

The *Client's agent* shall have the right to verify test results provided by the *Contractor* by instructing control tests to be performed by an approved and mutually agreed upon independent test laboratory.

Manufacturer's compliance and quality certificates are required for all pre-manufactured items.

1.8 Construction

Testing, Completion, commissioning and correction of Defects

- 1.8.1 Materials used in the works shall comply with the applicable SABS Standardised Specifications and/or Project Specifications as may be applicable. The *Client's agent* reserves the right to request the *Contractor* to supply samples of key materials to be submitted for quality testing and approval prior to use in the works.
- 1.8.2 The *Client's agent* will be Certifying Completion.
- 1.8.3 The correction of defects will be the only work which the *Contractor* may carry out after Completion has been certified.
- 1.8.4 Access given by the *Client* for correction of Defects to be arranged during the Works completion meeting.
- 1.8.5 Materials, facilities and samples for tests and inspection to be provided by the *Contractor*.
- 1.8.6 Performance Tests: As *Contract* progresses.

1.9 Accounts and records

The *Contractor's* invoice

The *Contractor* submits original valid tax invoices satisfying the requirements of the Works Information one week after receiving a payment certificate from the *Client*. Where the *Contractor* does not submit the tax invoices within the time required, the period within which payment is made and the time allowed are extended by the length of time from the date that the *Contractor* should have submitted the tax invoices to the date that the tax invoices are submitted.

Final account and final payment

The *Contractor* cooperates with the *Client* in the preparation of the final account by timeously supplying all relevant documents on request, upon completion of the whole of the works:

- The *Client* submits the final account to the *Contractor* within 18 (eighteen) weeks of the Completion of the whole of the works;
- The *Contractor* gives written acceptance of the final account within 9 (nine) weeks of receipt thereof. On acceptance the *Client* issues the final payment certificate within 1 (one) week of the date of acceptance to the *Contractor*;
- If the *Contractor* disputes the correctness of the final account and such dispute is not resolved within the 9 (nine) week period (or such an extended period as the *Client* may allow on a request from the *Contractor*), the final payment certificate in terms of that final account is issued by the *Client* within 1 (one) week of the end of such period;
- The amount certified in the final payment certificate separately includes the gross amount of the final account and the amounts previously certified during the execution of the works;
- The *Client* certifies 100% (one hundred percent) of the amount of the final account in the payment certificate where security in the form of a performance bond or payment reduction has been applied;
- The *Client* concurrently issues with the final payment certificate, a statement to both the *Client* and *Contractor* showing the total amount of tax certified;

Please initial: Tenderer & Witness.....

- The *Client* pays to the *Contractor* the amount certified for payment in the final payment certificate within 4 (four) weeks of the date of issue of the final payment certificate, subject to the *Contractor* giving the *Client* a tax invoice for the amount due;
- Where the final payment certificate reflects an amount in favour of the *Client*, the *Contractor* pays the amount certified within 1 (one) week of the date of issue of the final payment certificate, subject to the *Client* giving the *Contractor* a tax invoice for the amount due.

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Scope

2. List of drawings, schematics & annexures

The works are to be executed in accordance with the following design drawings, schematic representations and annexures which form part of this contract. The list below indicates which items are included in the Appendix to this document, and which are issued separately due to size or other considerations. It is the responsibility of tenderers to ensure they have obtained and considered all the listed items for preparing their bid, which is the assumption when tenders are evaluated.

Identification	Size	Description	Included in Appendix
Annexure 1	A4	Bill of Quantities	Yes
Annexure 2	A4	Architect's Report	Yes
Annexure 3	A4	Engineer's Report	Yes
Annexure 4	A4	Environmental Management Plan	Yes

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Scope

3. Specifications, standards and workmanship

The works are to be executed subject to these specifications, standards and workmanship requirements. Please note that compliance with all these specifications and standards, including requirements in terms of qualifications, accreditation (where applicable) and work experience of both the tendering entity and its key people will be material in the *Client's* risk assessment for awarding this contract.

Tenderer to refer to the following Annexures:

Annexure 2 – Architect's Report

Annexure 3 – Engineer's Report

Annexure 4 - Environmental Management Plan

Annexure 5 - Health & Safety Specifications

Annexure 6 - Baseline Health & Safety & Safety Risk Assessment & Risk Rating

KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK

Scope

4. Constraints on how the Contractor Provides the Works

The works are to be executed subject to the following constraints:

4.1 CONSTRAINTS:

The location of the proposed Site is situated within the Stony Point Nature Reserve in Betty's Bay. Stony Point Nature Reserve is situated on Erven 2411 and 2412, Betty's Bay. Stony Point is only one of two land-based seabird breeding colonies. This site is considered by conservation authorities to be a critical refuge for these species. **Any Works on this Site are to be executed with cognisance of the above-mentioned conditions and in strict accordance to the Environmental Management Plan**

4.2 PRECONDITION FOR CONSTRUCTION:

Construction is to take place on the **footprint of the existing boardwalk** and provided that no more than **5m³ of material is removed or infilled** construction may continue. Should more than 5m³ be removed, works will be stopped as this would trigger the requirement for a Basic Assessment Process to be undertaken. (Refer to Annexure 4 - Environmental Management Plan)

4.3 EXECUTION:

- 4.3.1. Works execution is to take place strictly in accordance with the Architect's and Engineer's reports.
- 4.3.2. The Contractor is required to submit a method statement in response to the engineer and environmental control officer's requirements, setting out the plant, materials, labour and method the contractor proposes using to carry out an activity. (Refer to Annexure 4 - Environmental Management Plan)
- 4.3.3. The Contractor is obliged to appoint an Environmental Office that is a competent individual, to monitor, review and verify the Contractor's compliance with the CEMP. (Refer to Annexure 4 - Environmental Management Plan)
- 4.3.4. The Site is located directly on the coast, leading to a significant risk of corrosion of steel elements used in the boardwalk.
- 4.3.5. Shop drawings of all components as required in Annexures 1 & 2, to be submitted for approval prior to manufacture.
- 4.3.6. Samples and Mock-ups of all components as required in Annexures 1 & 2, to be submitted for approval prior to manufacture.

KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK

Scope

5. Requirements for the programme

- 5.1 The *Contractor* submits a first programme to the *Client* for acceptance within **two weeks of the starting date**.
- 5.2 The *Contractor* shows on each programme which he submits for acceptance
- the starting date, access date/s and the Completion Date,
 - planned Completion,
 - the order and timing of the operations which the *Contractor* plans to do in order to Provide the Works,
 - the order and timing of the work of the *Client* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in this Scope,
 - the dates when the *Contractor* plans to complete work needed to allow the *Client* and others to do their work,
 - provisions for
 - float,
 - time risk allowances,
 - health and safety requirements and
 - the procedures as set out in this contract,
 - the dates when, in order to Provide the Works in accordance with this programme, the *Contractor* will need
 - access to a part of the site if later than its access date,
 - acceptances,
 - Plant and Materials and other things to be provided by the *Client* and,
 - information from others,
 - for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use and
 - other information which this Scope requires the *Contractor* to show on a programme submitted for acceptance.
- 5.3 Within two weeks of the *Contractor* submitting a programme to him for acceptance, the *Client* either accepts the programme or notifies the *Contractor* of his reasons for not accepting it. A reason for not accepting a programme is that
- the *Contractor's* plans which it shows are not practicable,
 - it does not show the information which this contract requires,
 - it does not represent the *Contractor's* plans realistically or
 - It does not comply with the Scope.
- 5.4 When revising the programme, the *Contractor* shows on each revised programme
- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
 - the effects of implemented compensation events,
 - how the *Contractor* plans to deal with any delays and to correct notified Defects and
 - any other changes which the *Contractor* proposes to make to the currently accepted programme.
- 5.5 The *Contractor* submits a revised programme to the *Client* for acceptance
- within the period for reply after the *Client* has instructed him to,
 - when the *Contractor* chooses to and, in any case,
 - at no longer than an interval of every four weeks from the *starting date* until Completion of the whole of the works.
- 5.6 Acceptance of any programme where anticipated Completion is shown to be later than the Completion Date, does not alter the Completion Date nor negate the *Contractor's* liability for delay damages.

- 5.7 All compensation event claims for events arising after the Completion Date which would not have had any effect if the contract had been completed by the Completion Date, remain the *Contractor's* risk.

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Scope

6. Services and other things provided by the Client

Where available, water and electricity will be made accessible to the Contractor, however the *Client* does not guarantee such availability and the responsibility for water and electricity provision is that of the Contractor. No other services or other things provided by the *Client*.

The Client will also ensure the following services as set out in the Environmental Management Plan (Annexure 4):

- Attain all necessary approvals in terms of the relevant legislation, as appropriate.
- Liaise with the Environmental Control Officer regarding environmental management and provide the Environmental Control Officer with all relevant documentation and plans; and
- Support and comply with the Construction Environmental Management Programme
- Maintain sufficient capacity of staff with the appropriate ecological knowledge and experience working with penguins to patrol the site daily.
- Manage access to the Boardwalk during construction when possible, while ensuring the safety of visitors is maintained and does not interfere with construction.
- Ensure communication with public is undertaken in terms of Client's Communication
- Protocols via the Corporate Communications Team.

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Scope

SCHEDULE 11: Contract information required from Contractor

The *Client* requires the following information pertaining to the work for this contract to be furnished at the time of tender. The tenderer must provide ALL the information as stipulated in this schedule.

IMPORTANT – PLEASE NOTE: The information below is required for tender evaluation and adjudication purposes. Failure to provide ALL the information items below may lead to bid disqualification, if it renders the evaluation process ambiguous.

13.1 GUARANTEED DELIVERY TIMES

	Maximum Duration to be provided in no. of Weeks
1. Pre-order of structural timber
2. Pre-order of decking timber
3. Pre-fabrication of ticket kiosk
4. Site establishment
5. Structural assembly
6. Installation of ticket kiosk
7. Other
.....

**AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND
AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

Please initial: Tenderer & Witness.....

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Scope

SCHEDULE 12: Amendments by Contractor

The tenderer should record any amendments (i.e deviations, qualifications, alterations or modifications) he may wish to make to the tender documents in this Schedule. Alternatively, a tenderer may state such amendments in a covering letter and append such letter to this Schedule.

The tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the *Client's* handling of material deviations and qualifications. If no amendments are allowed for this tender, clause C.3.8 will state so and same would also be indicated in the table below. If amendments are allowed but none desired by the tenderer, this Schedule is to be marked NIL in the table below.

IMPORTANT: No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE / ITEM	CLAUSE / DESCRIPTION
	<p align="center">NO ALTERATIONS/AMENDMENTS BY CONTRACTOR ALLOWED FOR THIS CONTRACT. TENDERER MUST SIGN SCHEDULE TO ACKNOWLEDGE.</p>

(If not enough space, attach additional pages. If no amendments are desired, mark NIL.)

**AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND
AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Scope

SCHEDULE 13: Contractor's Equipment schedule

The tenderer must furnish the details of the Equipment required for the execution of this contract. The tenderer must differentiate, where applicable, between Equipment immediately available, Equipment which will become available by virtue of outstanding orders, and Equipment to be acquired or hired for the works should the tenderer be awarded the contract.

EQUIPMENT DESCRIPTION (Type, size, capacity, etc)	AVAILABLE (A) ON ORDER (O) HIRED (H)	NUMBER OF

(Append separate page if not enough space, or enter NIL if nil)

**AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND
AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK

Scope

SCHEDULE 15: Contractor's health & safety plan

Tenderers are to note the requirements of the Occupational Health and Safety (OHS) Act No. 85 of 1993 and the Construction Regulations 2014 (as amended) issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the *Contractor* shall submit a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the Works all in accordance with the Act and Regulations. The Health and Safety Plan shall cover inter-alia the following details:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act.

Aspects to be dealt with shall be in accordance with the *Client's* Health and Safety specification as issued, which may include inter alia the following:

- Public vehicular and pedestrian traffic accommodation measures;
- Control of the movement of construction vehicles;
- The storage and use of materials;
- The use of tools, vehicles and plant;
- Temporary support structures;
- Dealing with working at height;
- The use of batch plants;
- Excavation work;
- Demolition work;
- Security, access control and the exclusion of unauthorised persons.
- The provision and use of temporary services;
- Compliance with way leaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan.

Refer to Annexure 9 (Health & Safety specifications) and Annexure 10: (Baseline Health & Safety Risk Assessment & Risk Rating) attached to this document.

Tenderers are to note that the *Contractor* is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The *Contractor* will only be given access to start work after approval of his detailed Health and Safety Plan, which must be submitted to the *Client* within 3 weeks after award of this contract.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Scope

SCHEDULE 16: Contractor's environmental management plan

THE ENVIRONMENTAL MANAGEMENT PLAN ATTACHED TO THIS DOCUMENT (Annexure 4) WILL BE APPLICABLE TO THIS CONTRACT.

**AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND
AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE**

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Scope

Pro Forma Performance Guarantee (Performance Bond)

To: **Western Cape Nature Conservation Board**
PGWC Building
cnr Bosduif & Volstruis Str
Bridgetown
7764

Sir,

**PERFORMANCE GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF ADDITIONAL
CLAUSE Z8 OF THE NEC4 ENGINEERING AND CONSTRUCTION SHORT CONTRACT (ECSC4) JUNE
2017.**

- 1 With reference to the contract between

 (hereinafter referred to as the "Contractor") and the Western Cape Nature Conservation Board,
 (hereinafter referred to as the "Client"), **Tender No: WCNCB 08/10/2023**, for **Project: KLEINMOND-
STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND
REPAIRWORK** (hereinafter referred to as the "Contract")
 in the amount of R, (in words
)
 (hereinafter referred to as the "Contract Sum"),
 I / We,

 in my/our capacity asand hereby representing

 (hereinafter referred to as the "Guarantor")
 advise that the Guarantor holds at the Client's disposal the sum of R,
 (in words)
 being ten (10) % of the Contract Sum (excluding VAT), for the due fulfilment of the Contract.
- 2 The Guarantor hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the Client the amount guaranteed, during the period when the claim is received by the Guarantor, on receipt of a written demand from the Client to do so, and which demand the Client may make if the Client has a right of recovery against the Contractor.
- 3 Subject to the above, but without in any way detracting from the Client's rights to adopt any of the procedures provided for in the Contract, the said demand can be made by the Client, at any stage prior to the expiry of this guarantee.
- 4 The amount paid by the Guarantor in terms of this guarantee may be retained by the Client on condition that upon the issue of the last final payment certificate, the Client shall account to the Guarantor showing how this amount has been expended and refund any balance due to the Guarantor.

- 5 The *Client* shall have the absolute right to arrange his affairs with the *Contractor* in any manner, which the *Client* deems, fit and the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this guarantee.
- 6 This undertaking is neither negotiable nor transferable, and
- 6.1 must be surrendered to the Guarantor at the time when the *Client* accounts to the Guarantor in terms of clause 4 above, or
- 6.2 shall lapse 2 (two) weeks after the date of Completion of the whole of the works, and
- 6.3 shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed

SIGNED AT **ON THIS** **DAY OF**
 **20**.....

AS WITNESSES**By and on behalf of**

1.

.....

2.

.....

.....
 (insert the name and physical address of the guarantor)

NAME:.....

CAPACITY:.....
 (duly authorised thereto by resolution attached marked Annexure A)

DATE:.....

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to:.....

Guarantor's seal or stamp

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Part C4: Site Information

Site Information

Page 82

KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK MAINTENANCE AND REPAIRWORK

Site Information

Description of the Site

The location of the proposed Site is situated on Erf 2411 and 2412 Betty's Bay within the Stony Point Nature Reserve. The majority of Erf 2411 is open to the public as a coastal access point although sections are fenced in order to contain nesting penguins and preventing them from entering the residential area. Portions of Erf 2412 are closed to the public to create a restricted breeding area.

Refer to site location diagram below.

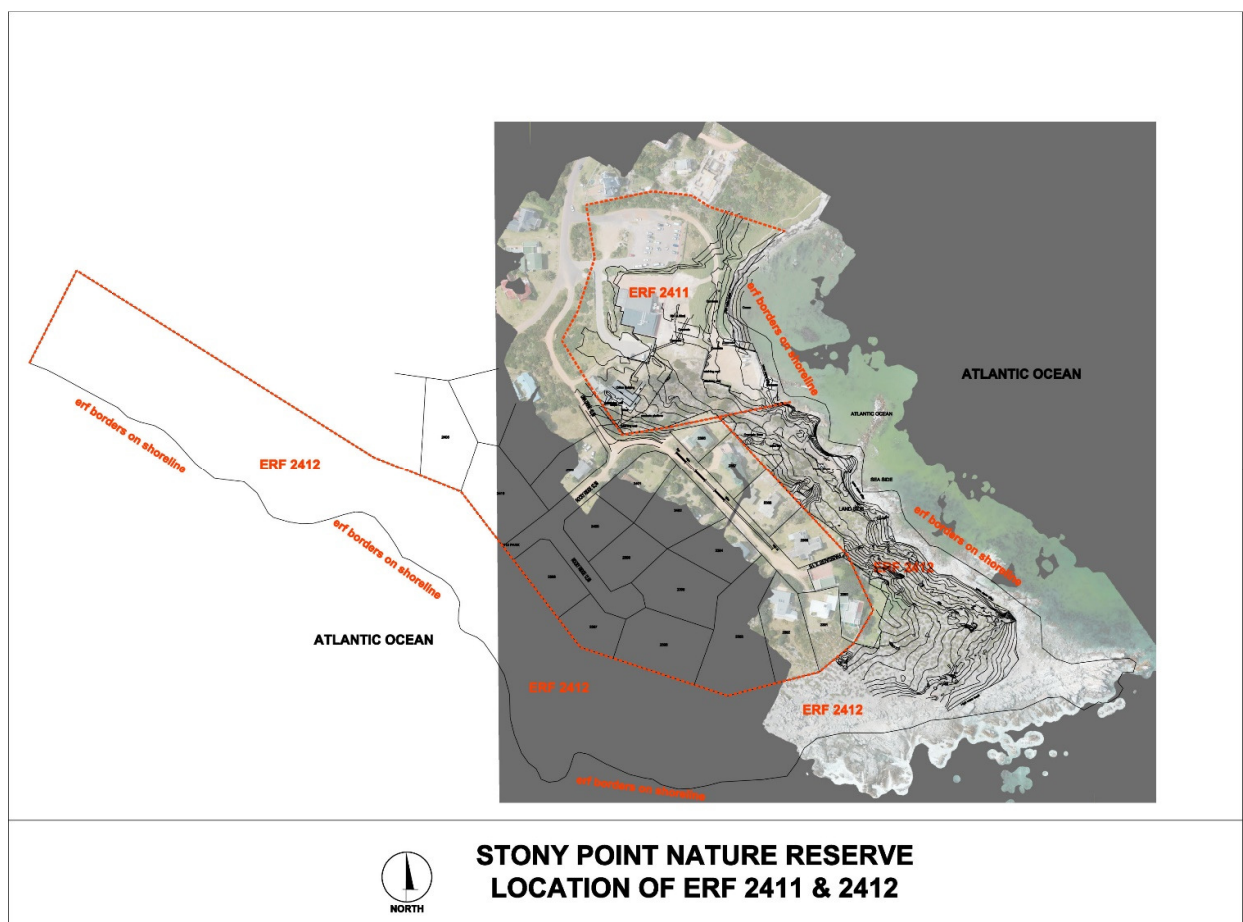


Diagram 1. Site Location

Tenderer to refer to the following Annexures for more information:

Refer to Annexure 3 – Engineer's Report

Refer to Annexure 4 - Environmental Management Plan

**KLEINMOND- STONY POINT NATURE RESERVE - TOURISM ACCOMMODATION: BOARDWALK
MAINTENANCE AND REPAIRWORK**

Appendix: Drawings, schematics & annexures


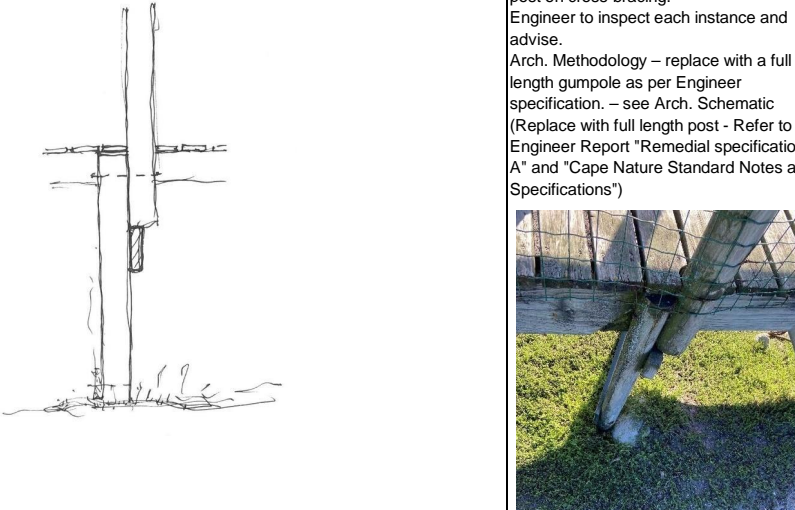
The Appendix to this contract is a separate document, independent of the main contract document (this document) and does not follow, or integrate with, the page numbering sequence of the main contract document. The Appendix may contain the **Price List** as well as drawings, schematics and annexures ("items") which are referenced in this document, and which are indicated as included in the Appendix.

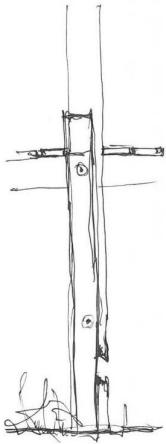

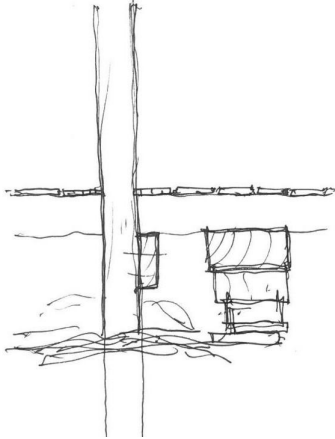


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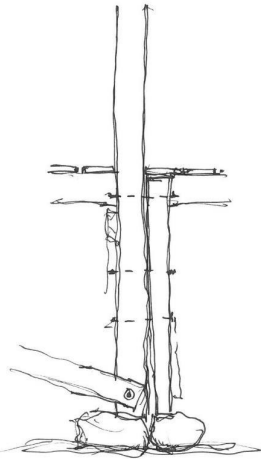

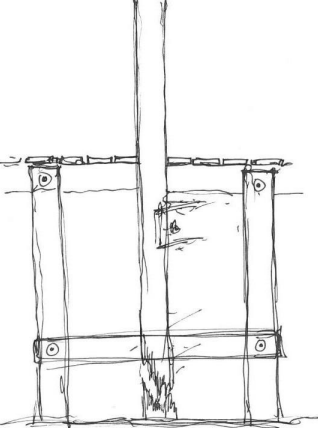

ALL items which are referenced in the main contract document form part of the complete contract documentation for this contract, irrespective of whether they are physically included in the Appendix or not. It is the responsibility of the tenderer to ensure he acquires and considers all the items referenced in this document in the preparation of his tender, which is the assumption when tenders are evaluated.

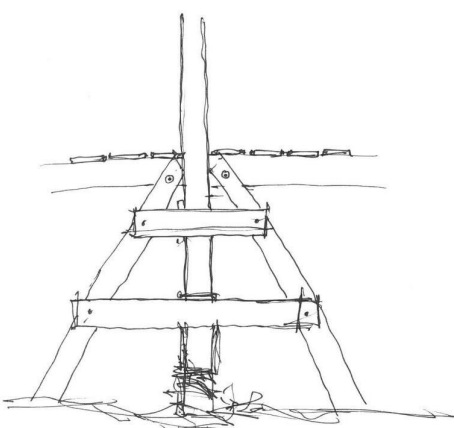
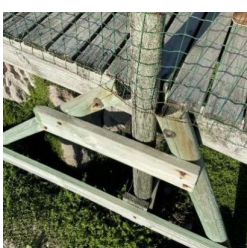
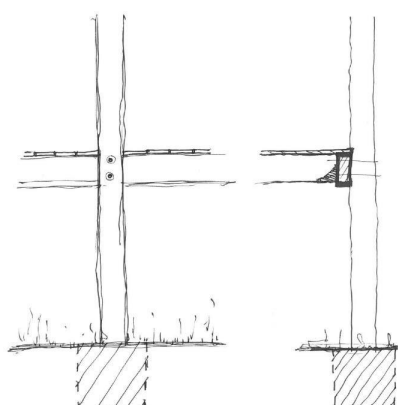
The Appendix consists of a total of **125** pages of various sizes and orientation, as a separate document.



ANNEXURE 1: BILL OF QUANTITIES


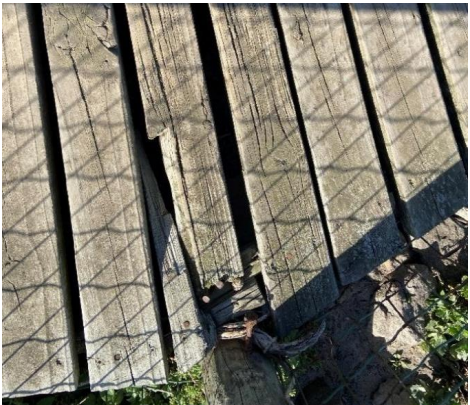


Ref	Description		Unit	Quantity	Rate	Amount
A	Scheduled Establishment, Overheads and Incidental Costs					
A1	Pricing for this section is deemed to include establishment, overheads and incidental costs which include everything to cover the Contractor's direct costs, overheads, profit and expenses required for all risks, liabilities and obligations in terms of this contract.		Item	1		
C	Critical Maintenance Items	Correction Methodology				
C1	Gumpole Posts	<p>Engineer to devise method statement to address each type of issue. Issues have been categorised in the following groups:</p> <ul style="list-style-type: none"> - Type 1 - Type 2 - Type 3 - Type 4 - Type 5 - Type 6 <p>Arch. proposal – replace the diagonal props and doubled over poles with a new full-length post – gumpole diameter to Engineer specification. – See Arch. Schematic. (Refer to Engineer Report "Remedial Specification A" and "Cape Nature Standard Notes And Specifications")</p> <p>Fixings are to all be as per Engineer specification. (Refer to Engineer Report "Remedial Specification A" and "Cape Nature Standard Notes And Specifications")</p>	NOTES			
C1.1						
C2	Gumpole Posts Type 1					
C2.1		<p>Non-continuous post, instability through fixing and no full seating for balustrade post on cross-bracing.</p> <p>Engineer to inspect each instance and advise.</p> <p>Arch. Methodology – replace with a full length gumpole as per Engineer specification. – see Arch. Schematic (Replace with full length post - Refer to Engineer Report "Remedial specification A" and "Cape Nature Standard Notes and Specifications")</p>	No.	14		





Ref	Description		Unit	Quantity	Rate	Amount
C2.2		All joints, intersections, and splices to be enhanced by means of providing Eco Brackets Type F (150 x 100 x 80mm) and Gryptite Connector Plates (110 x 180mm)	No.	100		
C3 C3.1	Gumpole Posts Type 2	<p>Full length post has since decayed away. New, shortened supporting member has been affixed. Engineer to inspect each instance and advise. Arch. Methodology – replace with a full length gumpole as per Engineer specification. – see Arch. Schematic (Replace with full length post - Refer to Engineer Report "Remedial Specification A" and "Cape Nature Standard Notes and Specifications")</p>  	No.	12		
C4 C4.1	Gumpole Posts Type 3	<p>Spacers are being utilised to support unstable walkway above. Engineer to inspect each instance and advise. Arch. Methodology – remove spacers and replace broken/damaged timber members unable to provide structural integrity. – see Arch. Schematic - (Replace with full length post - Refer to Engineer Report "Remedial Specification A" and "Cape Nature Standard Notes and Specifications")</p>   	No.	2		




Ref	Description		Unit	Quantity	Rate	Amount
C5 C5.1	Gumpole Posts Type 4	  <p>Spacers are being utilised to support unstable walkway above. Engineer to inspect each instance and advise. Arch. Methodology – remove spacers and replace broken/damaged timber members unable to provide structural integrity. – see Arch. Schematic. (Replace with full length post - Refer to Engineer Report "Remedial Specification A" and "Cape Nature Standard Notes and Specifications")</p>	No.	4		
C6 C6.1	Gumpole Posts Type 5	  <p>Compromised post replaced with two shorter posts on either side. Some conditions have cross bracing, others without. Engineer to inspect each instance and advise. Arch. Methodology – remove compromised timber post, replace with full length pole. (Replace with full length post - Refer to Engineer Report "Remedial Specification A" and "Cape Nature Standard Notes and Specifications") Remove horizontal members and adjacent shortened posts. (Adjacent shortened posts to be retained) - see Arch. schematic</p>	No.	5		





Ref	Description		Unit	Quantity	Rate	Amount
C7 C.7.1	Gumpole Posts Type 6	 <p>Compromised post replaced with two diagonal posts on either side. Some conditions have cross bracing, others without. Engineer to inspect each instance and advise. Arch. Methodology – remove compromised timber post, replace with full length pole. (Replace with full length post - Refer to Engineer Report "Remedial Specification A" and "Cape Nature Standard Notes and Specifications") Remove horizontal members and adjacent shortened posts. – see Arch. schematic</p> 	No.	2		
Arch. Sch.1	Post replacement proposal	<p>Arch. Schematic</p>  <p>Replace all instances with full length post – T.O.P. at the required height to accommodate the balustrade top rail. S.A. Pine 220x50 perimeter beams, S.A. Pine 150x50 joists w' truss hangers. Treads to match existing. All to Engineer specification. (For replacement of full length posts and enhancement of joints and connections - Refer to Engineer Report "Remedial Specification A" and "Cape Nature Standard Notes and Specifications") Engineer to advise on footing/foundation methodology (hatching in diagram). Must not be visible post-construction. - (Existing founding to be utilised in all instances. No new concrete founding permitted as per environmental restrictions.)</p>	Notes			





Ref	Description		Unit	Quantity	Rate	Amount
C8	Rock founding					
C8.1		<p>Engineer to advise on structural integrity of posts supported on rock faces. - (Existing founding to be utilised in all instances. No new concrete founding permitted as per environmental restrictions. Existing founding on in-situ rock deemed acceptable.)</p>	No.			Excluded
C9	Structural integrity compromised					
C9.1		<p>Make good – timber posts pulling away from walkway joists. Engineer to advise, carry out corrective measures to their specification. - (Replace with full length post and enhance joint connections - Refer to Engineer Report "Remedial Specifications A and E" and "Cape Nature Standard Notes and Specifications") NB: Note tread conditions.</p>	No.			Included in C2
C9.2		Joist replacement (Specification E)				Included in C14




Ref	Description		Unit	Quantity	Rate	Amount
C10	Broken Treads					
C10.1	  <p>Replace all broken and damaged timber treads. Engineer to inspect each instance and advise. - (Replace all decayed, broken and damaged timber treads - Refer to Engineer Report "Remedial Specification B" and "Cape Nature Standard Notes and Specifications")</p>		m²	145		
C11	Bowed Posts					
C11.1	 <p>Engineer to inspect and advise on bent and unstable posts. - (Replace with new full length post - Refer to Engineer Report "Remedial Specifications A and D" and "Cape Nature Standard Notes and Specifications")</p>		No.			
C11.2		<p>Installation of stay posts at locations as proposed on layout/aerial view of boardwalk - Boardwalk Images Markups - Appendix A (Specification D)</p>	No.	58		
C12	Timber Bracing					
C12.1	 <p>Engineer to inspect and advise on bracing elements. All disused or half attached members to be removed and placed as per point O17/18. - (Provide single or double stay posts at positions as proposed and indicated on Boardwalk Images Markups CH 0 to CH 317/end. Replace and or re-instate bracing, all as per Engineers Report "Remedial Specifications A, C and D" and "Cape Nature Standard Notes and Specifications").</p>		No.			
C12.2		<p>Timber bracing repairs/ replacement (Specification C)</p>	No.			Included in M5
C12.3		<p>Replace stay posts as per mark-up (Specification D)</p>	No.			Included in C11


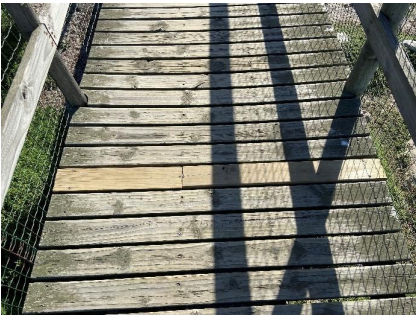


Ref	Description		Unit	Quantity	Rate	Amount
C13	Bracing on rock					
C13.1		Make good – remove prop. Engineer to advise on corrective measures. (Remove existing prop. Provide new single or double stay posts at positions as proposed and indicated on Boardwalk Images Markups CH 0 to CH 317/end. Replace and or re-instate bracing, all as per Engineers Report "Remedial Specifications A, C and D" and "Cape Nature Standard Notes and Specifications")	No.			Included in C2
C13.2		Timber bracing repairs/ replacement (Specification C)	No.			Included in M5/ M6
C13.2		Replace stay posts as per mark-up (Specification D)	No.			Included in C11
C14	Shearing Joists					
C14.1		Engineer to advise corrective measures for shearing floor joists – 220 x 50 primaries & 150 x 50 intermediaries (confirm on site). Replace all corroded truss hangers/hurricane clips. Replace damaged timber members as per Engineer specification. (Collapse occurred on or before the 19/05/23, two weeks after the inspection). ("Jack-up" and prop existing boardwalk safely to original position. Replace all decayed and split members and enhance the construction and joints as per the Engineer Report "Remedial Specification E" and "Cape Nature Standard Notes and Specifications").	No.	28		
C15	Timber Decay					
C15.1		Engineer to advise on gumpoles which have begun to decay/rot. Replace is advised to do so. (Replace with full length post - Refer to Engineer Report "Remedial Specification A" and "Cape Nature Standard Notes and Specifications").	No.	12		
C16	Corner conditions					
C16.1		Engineer to advise on corner gumpole connection conditions. - (Replace with full length post - Refer to Engineer Report "Remedial Specification A" and "Cape Nature Standard Notes and Specifications").	No.			Included in C2






Ref	Description		Unit	Quantity	Rate	Amount
M	General Maintenance Items	Correction Methodology				
M1 M1.1	<p>Protruding nails</p> 	<p>All protruding nails make good – if required ensure flush with timber.</p>	No.	100		
M2 M2.1	<p>Balustrading</p> 	<p>Make good misaligned and loose balustrade elements. NB: Note tread conditions.</p>	No	38		
M3 M3.1	<p>Balustrading continued</p> 	<p>Replace chipped and broken hand rail members – ensure timber dimensioned is same as original specification. NB: ENSURE ALL FIXINGS ARE FLUSH – COUNTERSUNK</p>	No.	29		





Ref	Description		Unit	Quantity	Rate	Amount
M4 M4.1	Balustrading continued		No.			Included in M3
M5 M5.1	Timber Bracing	 	No.	20		
M6 M6.1	Timber Bracing Continued		No.	20		

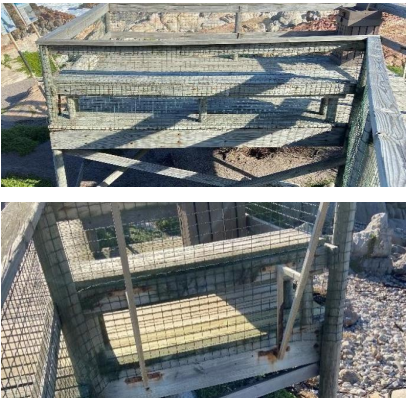


Ref	Description		Unit	Quantity	Rate	Amount
M7 M7.1	Timber gate 	Rebuild gate with new timber. Replace all fixings, door latch, and hinges with stainless steel equivalents.	No.	1		
M8 M8.1	Tread fixings  	Timber treads requiring more than two parallel fixings to secure – replace. Replace those which require two+ fixing immediately adjacent to hold fast.	m ²			Included in C10
M9 M9.1	Tread degradation 	Replace degraded timber treads. NB: For all treads use screws, not nails (Replace all decayed, broken and damaged timber treads - Refer to Engineer Report "Remedial Specification B" and "Cape Nature Standard Notes and Specifications")	m ²			Included in C10

Ref	Description		Unit	Quantity	Rate	Amount
M10 M10.1	Tread degradation continued		m²			Included in C10
O Optional Maintenance Items		Correction Methodology				
O1 O1.1	Timber Joints		No.	29		
O2 O2.1	Wire mesh barrier		m2	804		

Ref	Description		Unit	Quantity	Rate	Amount
O2.2		Remove all disused saddle nails. Remove existing and install new galvanised mesh – PVC coated (anthracite/black colour). Centre saddle nails to each post. Fix to horizontal timber rails as needed – equidistance from each instance. Ensure fixings do not compromise protective coating of the mesh. Wire specification. – 'Pantamet Essential Fence' from BETAFENCE or similar approved.	m2	344		
O3	Timber screening elements					
O3.1		Remove timber screens if not needed, or replace with new dimensioned lumber.	No.	2		
O4	Shortened treads					
O4.1		Replace all non-full length timber treads with new full length piece.	m			Included in C11
O5	Tread fixings					
O5.1		Remove bent/misaligned nails and screws from treads – make good with new.	No.	100		
O6	Railing fixings					
O6.1		Remove bent/misaligned nails and screws from treads – make good with new. Ensure there is enough space between the timber's edge and the fixing point.	No.	100		

Ref	Description		Unit	Quantity	Rate	Amount
O7 O7.1	Staircase 	Make good and neat. Replace steps and stringers if needed.	Item	1		
O8 O8.1	Disused fixings 	Remove all disused fixings.	No.	200		
O9 O9.1	Nesting signage 	Replace all area/nesting site signage with aluminium plate or 2mm stainless steel engraved plate.	No.	10		
O10 O10.1	Information signage steelwork 	Treat rusting signage elements with relevant Plascon specification. Repaint with relevant Plascon paint specification – satin white finish. Contact: Ricardo Maart, 021 505 2400 – ensure marine grade treatment	No.	15		
O11 O11.1	Information signage steelwork continued 	Treat rusting signage elements with relevant Plascon specification. Repaint with relevant Plascon paint specification – satin white finish. Contact: Ricardo Maart, 021 505 2400 – ensure marine grade treatment	No.			Included in O10

Ref	Description		Unit	Quantity	Rate	Amount
O12 O12.1	Information signage steelwork continued	Treat rusting signage elements with relevant Plascon specification. Repaint with relevant Plascon paint specification – satin white finish. Contact: Ricardo Maart, 021 505 2400 – ensure marine grade treatment	No.			Included in O10
						
O13 O13.1	Water supply	Make neat piping. Remove/repair disused portions.	Item	1		
						
O14 O14.1	Signage	Remove disused fixings from prior signage placement. Remove broken pieces of signage. Make good rust/replace existing sign.	No.	1		
						
O15 O15.1	Stick "fence"	Make neat. Remove or secure rebar members away from walkway.	No.	20		
						

Ref	Description		Unit	Quantity	Rate	Amount
O16	Benches					
O16.1		Make good benches at viewing platforms	No.	28		
O17	Clear debris					
O17.1		Remove all broken and discarded materials from beneath and around the walkways. Recycle or if able to be reused – place behind kiosk structure out of sight of public areas in a neat layer.	Item	1		
O18	Clear debris					
O18.1		Remove all broken and discarded materials from beneath and around the walkways. Recycle or if able to be reused – place behind kiosk structure out of sight of public areas in a neat layer.	Item	1		
PS	Provisional Sums					
PS1.1	Mobile Gate House	Provide the sum of R150,000.00 (One Hundred and Fifty Thousand Rand) for a Mobile Gate House	Item	1		R 150,000.00
PS1.2		Profit	%IT			
PS1.3		Attendance	%IT			

Ref	Description		Unit	Quantity	Rate	Amount
	Bill Summary					
A		Scheduled Establishment, Overheads and Incidental Costs				
C		Critical Maintenance				
M		General Maintenance				
O		Optional Maintenance				
PS		Provisional Sums				
		Total excluding VAT				
	Contingencies (20%)					
		Provide for contingencies to be used as directed by the Project Manager and deducted in whole or in part if not required	%IT			
		Sub-Total				
		Vat (15%)	%IT			
		GRAND TOTAL (Carried to Contract Data)				

Notes:
Bill of Quantities to be priced in conjunction with the Engineer's report
All structural work to be carried as per the Engineer's report

ANNEXURE 2: ARCHITECT'S REPORT

STONY POINT NATURE RESERVE

TIMBER BOARDWALK

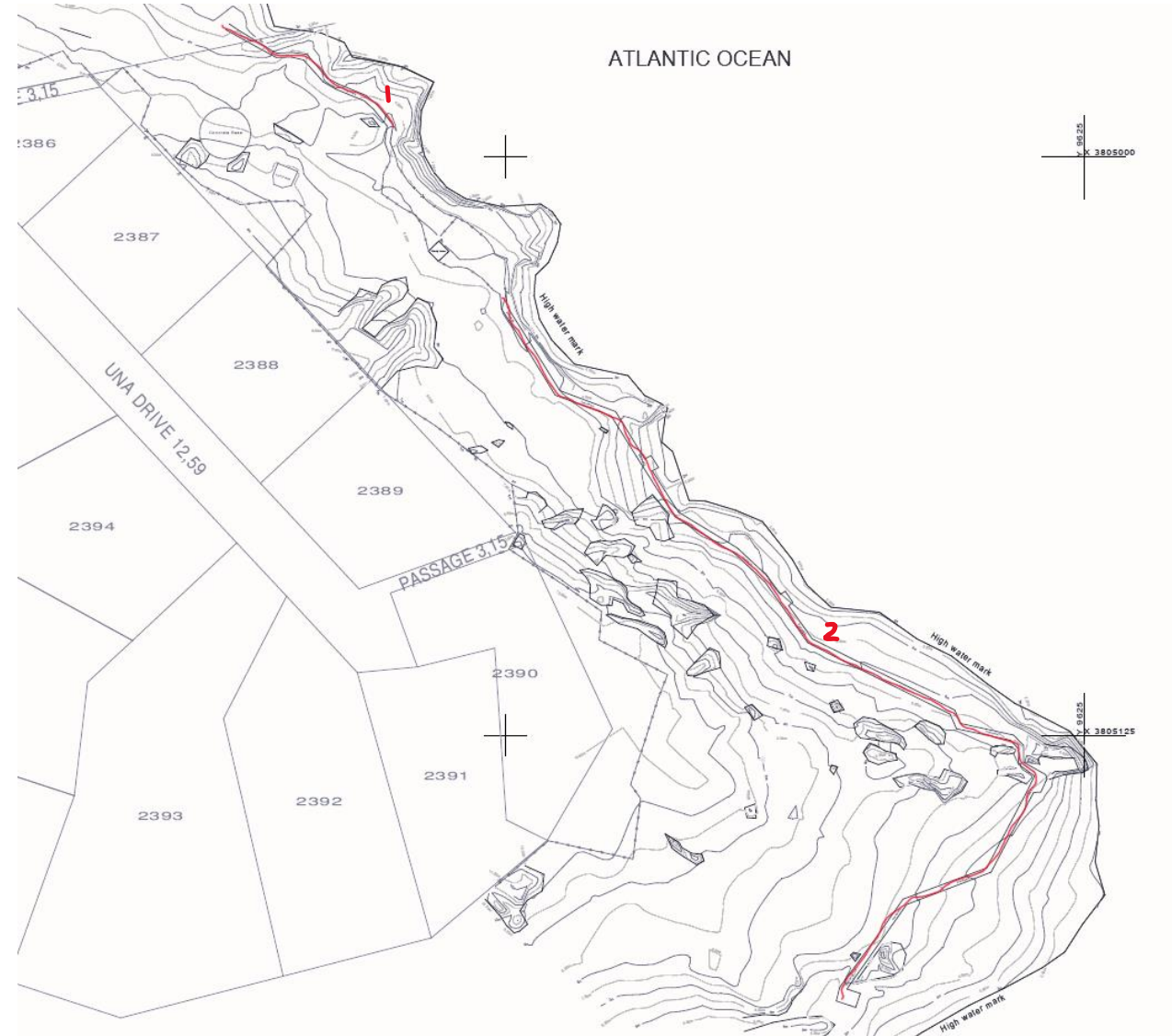
MAINTENANCE AND REPAIRWORK

REVISION: DRAFT FOR COMMENT

DATE: 2023-05-25



SITE PLAN



CRITICAL MAINTENANCE REQUIRED (C)
MAINTENANCE REQUIRED (M)
OPTIONAL (O)

GENERAL MAINTENANCE NOTES:

- All fixings, screws etc. are to be from stainless steel or a non-ferrous metal – and as advised by the eng.
- Screws to be used instead of nails where possible.
- Ensure all fixings are the correct size and of the same type – i.e. all Philips, or Robertson, or Flat-head etc.
- Regularly inspect timber members for damage and general wear-and-tear.
- Replace damaged or broken structural timber members. Do not patch or prolong the issues present.
- Replace damaged or broken timber treads with same dimensioned lumber.

Total Number of Gumpole Posts Utilised on Site:

Belt 1:

36 +- P1 (up to top rail of balustrade – nb: not all are full length)


Belt 2:

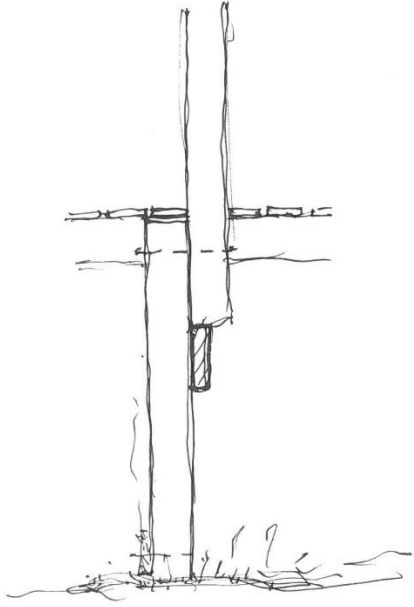

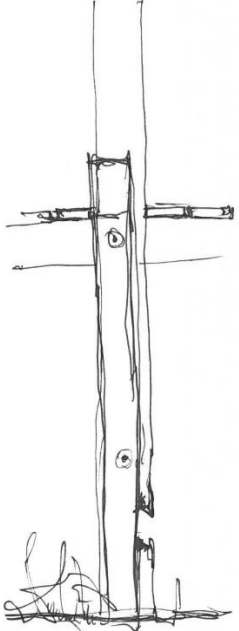

182± P1 (up to top rail of balustrade – nb: not all are full length as some start from boardwalk beam level)

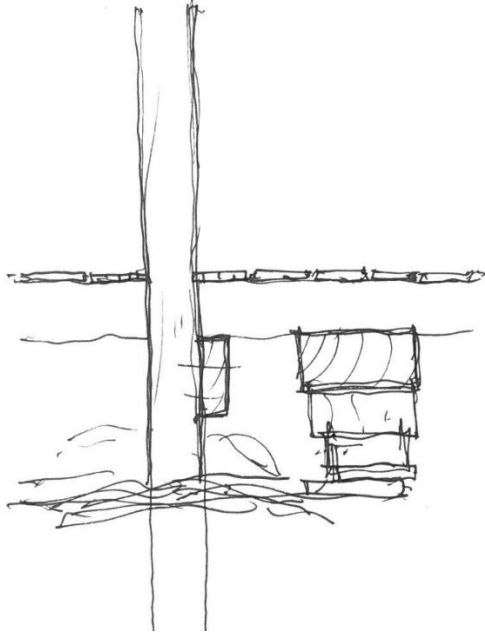


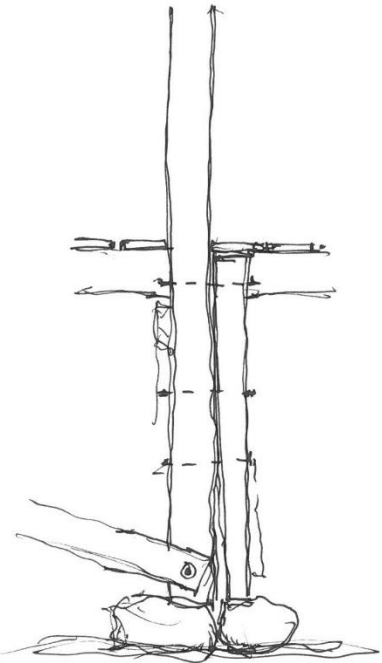

15± P2 (up to underside of boardwalk treads)

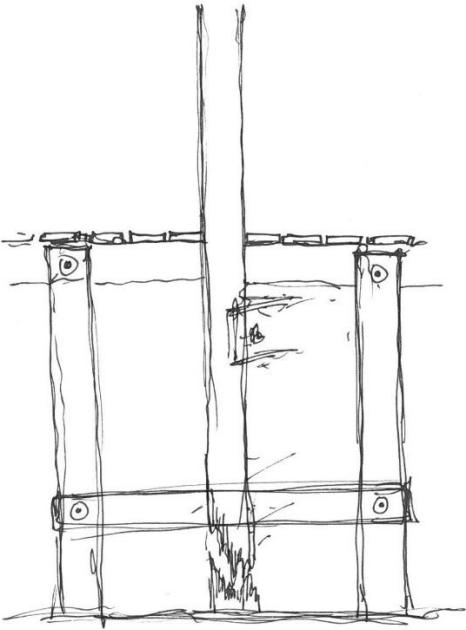

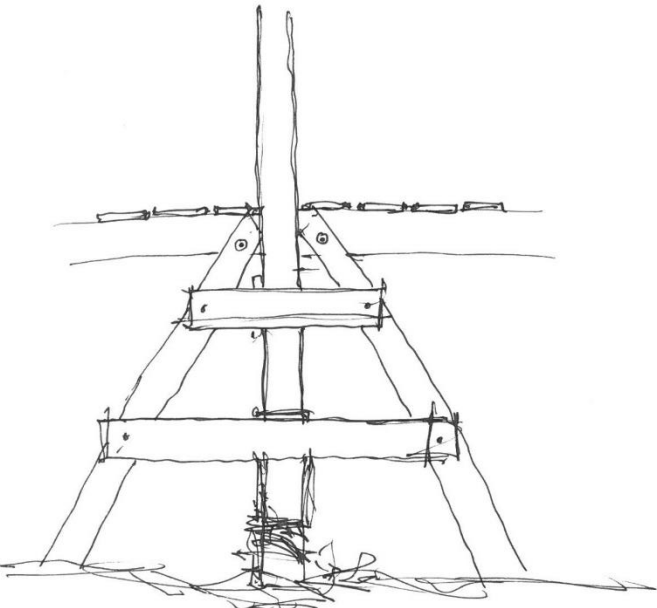

NB: Walkway unstable in numerous locations.

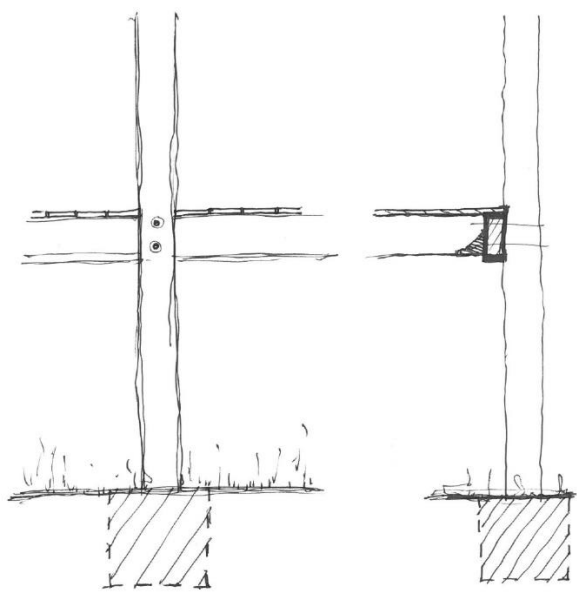
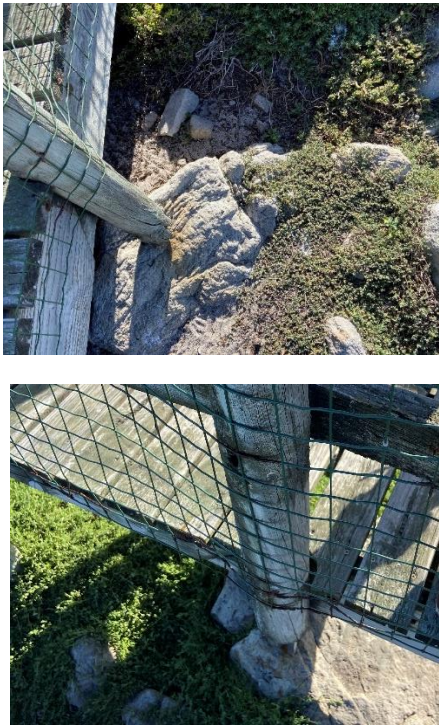
CRITICAL ITEMS


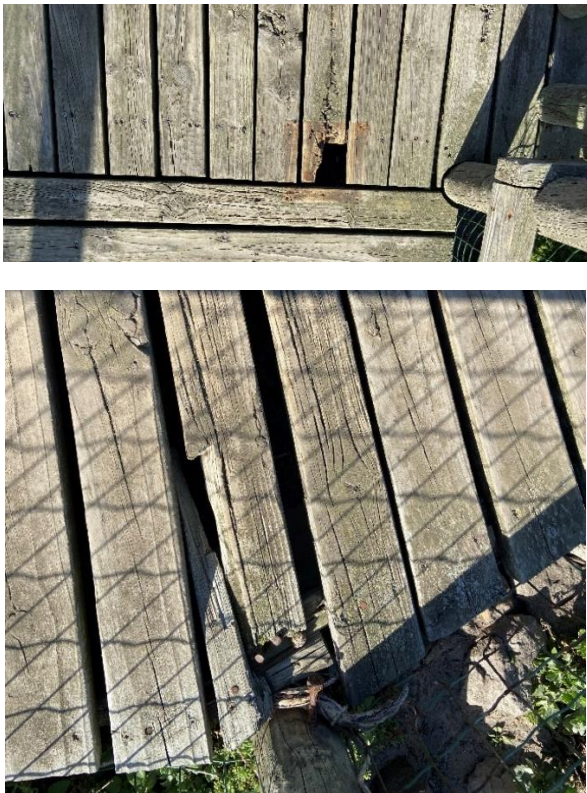
ITEM	DESCRIPTION/PHOTO	CORRECTION METHODOLOGY
C1	GUMPOLE POSTS	Quantify on site
		<p>Eng. to devise method statement to address each type of issue.</p> <p>Issues have been categorised in the following groups:</p> <ul style="list-style-type: none"> - Type 1 - Type 2 - Type 3 - Type 4 - Type 5 - Type 6 <p>Arch. proposal – replace the diagonal props and doubled over poles with a new full-length post – gumpole diameter to eng. spec. – See Arch. Schematic.</p> <p>Fixings are to <u>all</u> be as per eng. spec.</p>

C2	GUMPOLE POSTS TYPE 1	Quantify on site – approx. 14 identified
		<p>Non-continuous post, instability through fixing and no full seating for balustrade post on cross-bracing.</p> <p>Eng. to inspect each instance and advise.</p> <p>Arch. Methodology – replace with a full length gumpole as per eng. spec. – see Arch. schematic</p> 
C3	GUMPOLE POSTS TYPE 2	Quantify on site – approx. 12 identified
		<p>Full length post has since decayed away. New, shortened supporting member has been affixed.</p> <p>Eng. to inspect each instance and advise.</p> <p>Arch. Methodology – replace with a full length gumpole as per eng. spec. – see Arch. schematic</p> 


C4	GUMPOLE POSTS TYPE 3	Quantify on site – approx. 2 identified
		<p>Spacers are being utilised to support unstable walkway above.</p> <p>Eng. to inspect each instance and advise.</p> <p>Arch. Methodology – remove spacers and replace broken/damaged timber members unable to provide structural integrity. – see Arch. schematic</p>  
C5	GUMPOLE POSTS TYPE 4	Quantify on site – approx. 4 identified
		<p>Spacers are being utilised to support unstable walkway above.</p> <p>Eng. to inspect each instance and advise.</p> <p>Arch. Methodology – remove spacers and replace broken/damaged timber members unable to provide structural integrity. – see Arch. schematic</p> 

C6	GUMPOLE POSTS TYPE 5	Quantify on site – approx. 5 identified
		<p>Compromised post replaced with two shorter posts on either side. Some conditions have cross bracing, others without.</p> <p>Eng. to inspect each instance and advise.</p> <p>Arch. Methodology – remove compromised timber post, replace with full length pole. Remove horizontal members and adjacent shortened posts. - see Arch. schematic</p> 
C7	GUMPOLE POSTS TYPE 6	Quantify on site – approx. 2 identified
		<p>Compromised post replaced with two diagonal posts on either side. Some conditions have cross bracing, others without.</p> <p>Eng. to inspect each instance and advise.</p> <p>Arch. Methodology – remove compromised timber post, replace with full length pole. Remove horizontal members and adjacent shortened posts. - see Arch. schematic</p> 



Arch. Sch.1	POST REPLACEMENT PROPOSAL	Arch. Schematic
		<p>Replace all instances with full length post – T.O.P. at the required height to accommodate the balustrade top rail.</p> <p>S.A. Pine 220x50 perimeter beams, S.A. Pine 150x50 joists w' truss hangers. Treads to match existing. <u>All to eng. spec.</u></p> <p>Eng. to advise on footing/foundation methodology (hatching in diagram). Must not be visible post-construction.</p>
C8	ROCK FOUNDING	Quantify on site – approx. 9 identified
		<p>Eng. to advise on structural integrity of posts supported on rock faces.</p>

C9	STRUCTURAL INTEGRITY COMPROMISED	Quantify on site – eng. to inspect
		<p>Make good – timber posts pulling away from walkway joists.</p> <p>Eng. to advise, carry out corrective measures to their spec.</p> <p>NB: Note tread conditions.</p>
C10	BROKEN TREADS	Quantify on site
		<p>Replace all broken and damaged timber treads.</p> <p>Eng. to inspect each instance and advise.</p>



C11	BOWED POSTS	Quantify on site
		Eng. to inspect and advise on bent and unstable posts.
C12	TIMBER BRACING	Quantify on site
		Eng. to inspect and advise on bracing elements. All disused or half attached members to be removed and placed as per point O17/18.
C13	BRACING ON ROCK	X1
		Make good – remove prop. Eng. to advise on corrective measures.


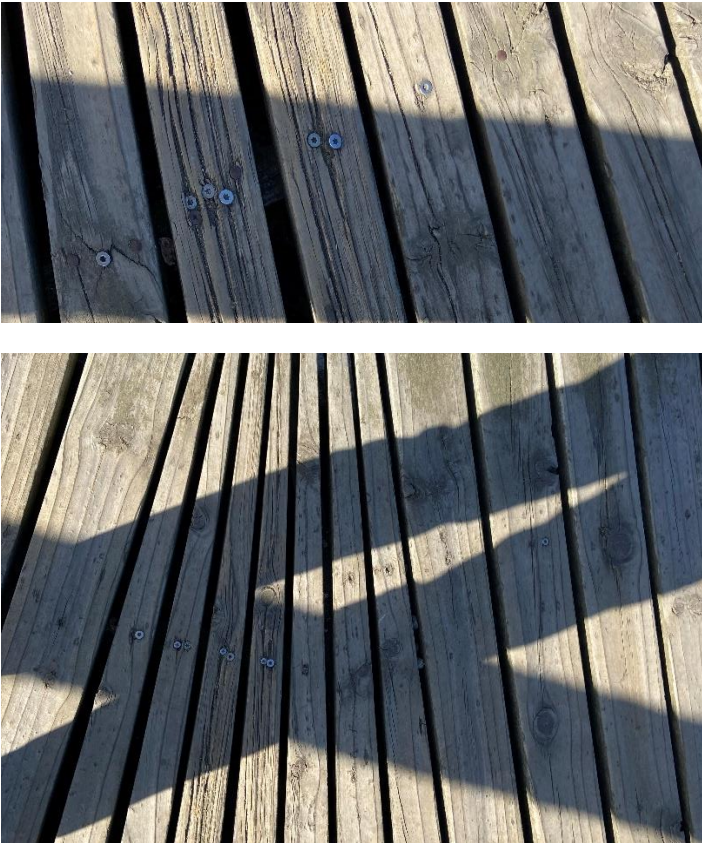
C14	SHEARING JOISTS	Quantify on site
		<p>Eng. to advise corrective measures for shearing floor joists – 220x50 primaries & 150x50 intermediaries (confirm on site).</p> <p>Replace all corroded truss hangers/hurricane clips.</p> <p>Replace damaged timber members as per eng. spec.</p> <p>(Collapse occurred on or before the 19/05/23, two weeks after the inspection).</p>
C15	TIMBER DECAY	Quantify on site
		<p>Eng. to advise on gumpoles which have begun to decay/rot. Replace is advised to do so.</p>
C16	CORNER CONDITIONS	Quantify on site – approx. 2x24
		<p>Eng. to advise on corner gumpole connection conditions.</p>



GENERAL MAINTENANCE ITEMS

ITEM	DESCRIPTION/PHOTO	CORRECTION METHODOLOGY
M1	PROTRUDING NAILS	Quantify instances on site
		<p>All protruding nails make good – if required ensure flush with timber.</p>
M2	BALUSTRADING	Quantify instances on site
		<p>Make good misaligned and loose balustrade elements.</p> <p>NB: Note tread conditions.</p>

M3	BALUSTRAING CONT.	Quantify instances on site
		<p>Replace chipped and broken hand rail members – ensure timber dimensioned is same as original spec.</p> <p>NB: ENSURE ALL FIXINGS ARE FLUSH – COUNTERSUNK</p>
M4	BALUSTRAING CONT.	Quantify instances on site
		<p>Replace chipped and broken hand rail members – ensure timber dimensioned is same as original spec.</p> <p>NB: ENSURE ALL FIXINGS ARE FLUSH – COUNTERSUNK</p>

M5	TIMBER BRACING	Quantify instances on site
		Make good collapsed bracing – as per eng. spec.
M6	TIMBER BRACING CONT.	Quantify instances on site
		Replace all 'joined' timber bracing members with new full length lumber member – as per eng. spec.




M7	TIMBER GATE	X1
		<p>Rebuild gate with new timber. Replace all fixings, door latch, and hinges with stainless steel equivalents.</p>
M8	TREAD FIXINGS	Quantify on site
		<p>Timber treads requiring more than two parallel fixings to secure – replace. Replace those which require two+ fixing immediately adjacent to hold fast.</p>

M9	TREAD DEGRADATION	Quantify on site
		<p>Replace degraded timber treads.</p> <p>NB: For all treads use screws, not nails</p>
M10	TREAD DEGRADATION CONT.	Quantify on site
		<p>Replace degraded timber treads. Make good all loose treads.</p> <p>NB: For all treads use screws, not nails</p>


OPTIONAL MAINTENANCE ITEMS

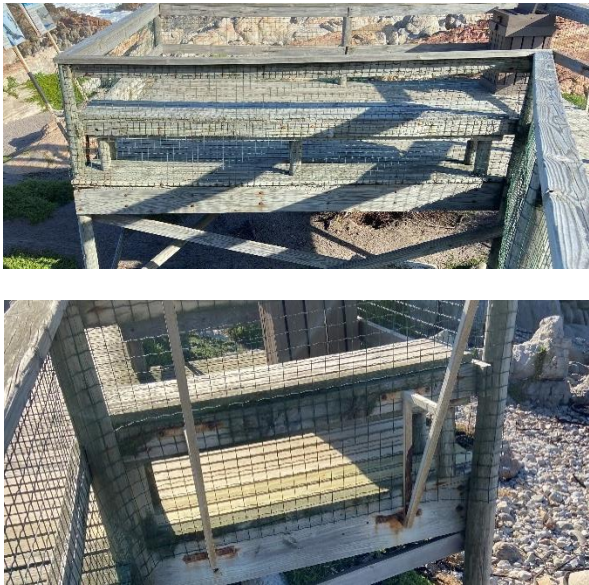
ITEM	DESCRIPTION/PHOTO	CORRECTION METHODOLOGY
O1	TIMBER JOINTS	Quantify instances on site
		Replace timber members with ones with proper mitred join conditions
O2	WIRE MESH BARRIER	Quantify on site
	  	<p>Replace all lengths of wire mesh. Remove <u>all</u> disused saddle nails.</p> <p>Install new galv. mesh – PVC coated (anthracite/black colour). Centre saddle nails to each post. Fix to horizontal timber rails as needed – equidistance from each instance. Ensure fixings do not compromise protective coating of the mesh.</p> <p>Wire spec. – ‘Pantanet Essential Fence’ from BETAFENCE or similar approved.</p>





O3	TIMBER SCREENING ELEMENTS	Approx. X2 instances on site - verify
		Remove timber screens if not needed, or replace with new dimensioned lumber.
O4	SHORTENED TREADS	Approx. X3 instances on site - verify
		Replace all non-full length timber treads with new full length piece.
O5	TREAD FIXINGS	Quantify on site
		Remove bent/misaligned nails & screws from treads – make good with new.

O6	RAILING FIXINGS	Quantify on site
		<p>Remove bent/misaligned nails & screws from treads – make good with new.</p> <p>Ensure there is enough space between the timber's edge and the fixing point.</p>
O7	STAIRCASE	X1
		<p>Make good & neat. Replace steps & stringers if needed.</p>
O8	DISUSED FIXINGS	Quantify on site
		<p>Remove all disused fixings.</p>

O9	NESTING SIGNAGE	Quantify on site
		<p>Replace all area/nesting site signage with aluminium plate or 2mm stainless steel engraved plate.</p>
O10	INFORMATION SIGNAGE STEELWORK	Quantify on site – most instances at two viewing platforms.
		<p>Treat rusting signage elements with relevant Plascon spec. Repaint with relevant Plascon paint spec – satin white finish.</p> <p>Contact: Ricardo Maart, 021 505 2400 – ensure marine grad. treatment</p>
O11	INFORMATION SIGNAGE STEELWORK CONT.	Quantify on site
		<p>Treat rusting signage elements with relevant Plascon spec. Repaint with relevant Plascon paint spec – satin white finish.</p> <p>Contact: Ricardo Maart, 021 505 2400 – ensure marine grad. treatment</p>

O12	INFORMATION SIGNAGE STEELWORK CONT.	Quantify on site
		<p>Treat rusting signage elements with relevant Plascon spec. Repaint with relevant Plascon paint spec – satin white finish.</p> <p>Contact: Ricardo Maart, 021 505 2400 – ensure marine grad. treatment</p>
O13	WATER SUPPLY	Quantify on site
		<p>Make neat piping. Remove/repair disused portions.</p>
O14	SIGNAGE	X1
		<p>Remove disused fixings from prior signage placement. Remove broken pieces of signage.</p> <p>Make good rust/replace existing sign.</p>

O15	STICK 'FENCE'	Quantify on site p/length of fence
		<p>Make neat. Remove or secure rebar members away from walkway.</p>
O16	BENCHES	X7 approx. over X4 platforms
		<p>Make good benches at viewing platforms</p>

O17	CLEAR DEBRIS	Quantify on site
<div></div> <div></div>		<p>Remove all broken and discarded materials from beneath and around the walkways. Recycle or if able to be reused – place behind kiosk structure out of sight of public areas in a neat layer.</p>
O18	CLEAR DEBRIS	Quantify on site
<div></div> <div></div>		<p>Remove all broken and discarded materials from beneath and around the walkways. Recycle or if able to be reused – place behind kiosk structure out of sight of public areas in a neat layer.</p>

ANNEXURE 3: ENGINEER'S REPORT

STONY POINT NATURE RESERVE TIMBER BOARDWALK MAINTENANCE AND REPAIRWORK - CONDITIONAL ASSESSMENT OF TIMBER BOARDWALK AND VIEWING DECKS.

**OUR REF: 23168S Stony Point Boardwalk Maintenance Project and
Structural Survey**

AUGUST 2023



Prepared for: Mr Ramese Mathews

Specialist: Infrastructure | Tourism Development,
CapeNature, PGWC SSC Building, Vangate, cnr Bosduif &
Volstruis Road, Bridgetown, CITY of CAPE TOWN,
Western Cape. 7764



Prepared by: Lucas M Bosch

Neil LYNERS and Associates (RF) (PTY) LTD
P.O. Box 4901, Tygervally, 7536
Tel: (021) 914-0300
Email: lucas@lynerns.co.za

STONY POINT NATURE RESERVE TIMBER BOARDWALK MAINTENANCE AND REPAIRWORK - CONDITIONAL ASSESSMENT OF TIMBER BOARDWALK AND VIEWING DECKS.

SYNOPSIS

The Stony Point Nature Reserve Timber Boardwalk is currently in a state of disrepair and considered as unsafe for public use. As such the boardwalk has been closed off to allow for critical maintenance to be undertaken. Messrs. KLG Architects has been commissioned by Cape Nature to draft a report on the condition of the boardwalk during May 2023 and this comprehensive report has been made available to LYNERS. The KLG Architects report however refer to and requires Engineers recommendations and specifications for many of the re-instatement work that is proposed/required on the boardwalk and viewing decks.

To mitigate the above LYNERS was requested and commissioned by Cape Nature to assist with.

- Structural survey of the boardwalk.
- Structural details and NEC4 bid documentation for the maintenance exercise as it will need to be advertised in order to contract a builder to undertake repairs. (*Cape Nature to provide construction notes re. pole specifications, cutting and appropriate sealing*)
- Structural Engineer to be available at the tender site briefing to talk through the materials and methodologies.
- Bid adjudication report of resultant bids. At least four (4) site visits and inspections of the boardwalk prior to, during and at the conclusion of the maintenance exercise.
- Sign off and structural certification.
- CapeNature will be responsible for contractor management.

LYNERS proposal to fulfil the above brief, Structural Engineering And Quantity Surveyor Related Services, Dated 12 June 2023 was submitted to Cape Nature and accepted on 12 July 2023 by Purchase Order, Number PO-002022, Reference #: Nophiwe-PR-002294

It should be recorded that Neil Lyners & Associates (RF) (Pty) Ltd has not been involved with any design or construction work pertaining to this boardwalk and viewing decks and as such, our opinion expressed in this experience based conditional assessment is totally impartial and independent.

REPORT METHODOLOGY

A Briefing/Initiation meeting with Cape Nature was held on the 04th of August 2023 and a visual inspection/walkabout of the boardwalk and viewing decks was done on the 16th and 30th of August 2023. Photographs of the construction were taken for record and reporting purposes.

It should be noted that all feedback in this report is from an experienced based engineering perspective only and does not consider preference towards any particular outcome.

Disclaimer

This report has been prepared on behalf of and for the exclusive use of Cape Nature as the client and is subject to and issued in accordance with the agreement between the client and Neil Lyners & Associates (RF) (Pty) Ltd. Neil Lyners & Associates (RF) (Pty) Ltd accepts no liability or responsibility whatsoever for it in respect of any use of or reliance upon this report by any third party.

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PROJECT 200173- CONDITIONAL ASSESSMENT							
REV	DESCRIPTION	ORIGINAL	REVIEW	LYNERS APPROVAL	DATE	CLIENT APPROVAL	DATE
00	Issued to Client			N/A			
		LM BOSCH	N PITZER				

Contents

1.	MATTERS OF CONCERN IDENTIFIED IN THE REPORT OF MESSRS. KLG ARCHITECT - FINDINGS FROM VISUAL INSPECTION	4
2.	MATTERS OF CONCERN IDENTIFIED BY THE ENGINEER THAT REQUIRE CRITICAL MAINTENANCE INTERVENTION.....	5
3.	FINDINGS FROM VISUAL INSPECTION	10
4.	RECOMMENDATIONS.....	23
5.	CONCLUSION.....	23

APPENDIX A:	BOARDWALK IMAGES
APPENDIX B:	BOARDWALK PHOTOGRAPHS

**STONY POINT NATURE RESERVE TIMBER BOARDWALK MAINTENANCE AND REPAIRWORK -
CONDITIONAL ASSESSMENT OF TIMBER BOARDWALK AND VIEWING DECKS.**

**1. MATTERS OF CONCERN IDENTIFIED IN THE REPORT OF MESSRS. KLG ARCHITECT - FINDINGS
FROM VISUAL INSPECTION**

The following critical matters of concern and urgent maintenance items were identified and reported on in the report prepared by Messrs. KLG Architects.

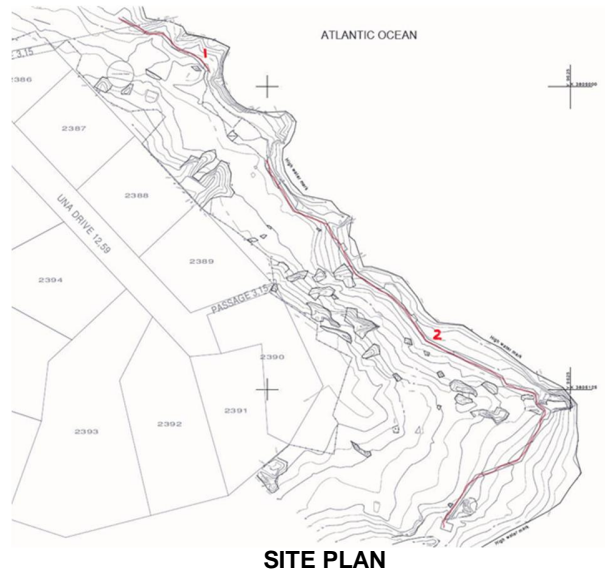
- *Decayed/Rotten Gumpole posts. (C1) (C3) (C15)*
- *Non-continuous, doubled over poles. (C2) (C3)*
- *Non-continuous posts, instability through fixing. (C2)*
- *No full seating for balustrade post. (C2)*
- *Spacers are being utilized to support unstable walkway above. (C4) (C5)*
- *Broken/damaged timber members unable to provide structural integrity. (C4) (C5)*
- *Compromised post replaced with two shorter/diagonal posts on either side. (C6) (C7)*
- *Timber posts pulling away from walkway joists. (C9)*
- *Broken and damaged timber treads. (C10)*
- *Bent and unstable posts. (C11)*
- *Disused or half attached bracing members. (C12)*
- *Shearing floor joists – 220x50 primaries & 150x50 intermediaries (C14)*
- *Corroded truss hangers/hurricane clips. (C14)*
- *Corner gumpole connection conditions. (C16)*
- *Protruding nails (M1)*
- *Misaligned and loose balustrade elements. (M2)*
- *Chipped and broken hand rail members (M3) (M4)*
- *Collapsed/Joined bracing (M5) (M6)*
- *Dilapidated timber gate. (M7)*
- *Degraded timber treads/planks and fixing. (M8) (M9) (M10)*

Due cognizance should be given to the observations and recommendations contained in the Architects report and be adhered to. However all matters relating to the structural integrity of the structure should be according to the recommendations and specifications of the Structural Engineer.

2. MATTERS OF CONCERN IDENTIFIED BY THE ENGINEER THAT REQUIRE CRITICAL MAINTENANCE INTERVENTION.

A thorough inspection, of the full length of the boardwalk and viewing decks, was carried out by the engineers and additional to the observations recorded by the architects it was observed that the structure was unstable in numerous locations. When traversing the boardwalk it can be felt that the timber structure is subjected to “noticeable sway movement” when subjected to pedestrian traffic. This sway will most probably be upsetting to any person using the viewing decks and traversing the boardwalk. The following images give an indication of the portions of boardwalk that were defined as problematic and susceptible to unacceptable sway and instability.

The images can also be used and referred to as a “location tool” for positional, problem identification, clarification and re-instatement communication between the contractor and the engineer.

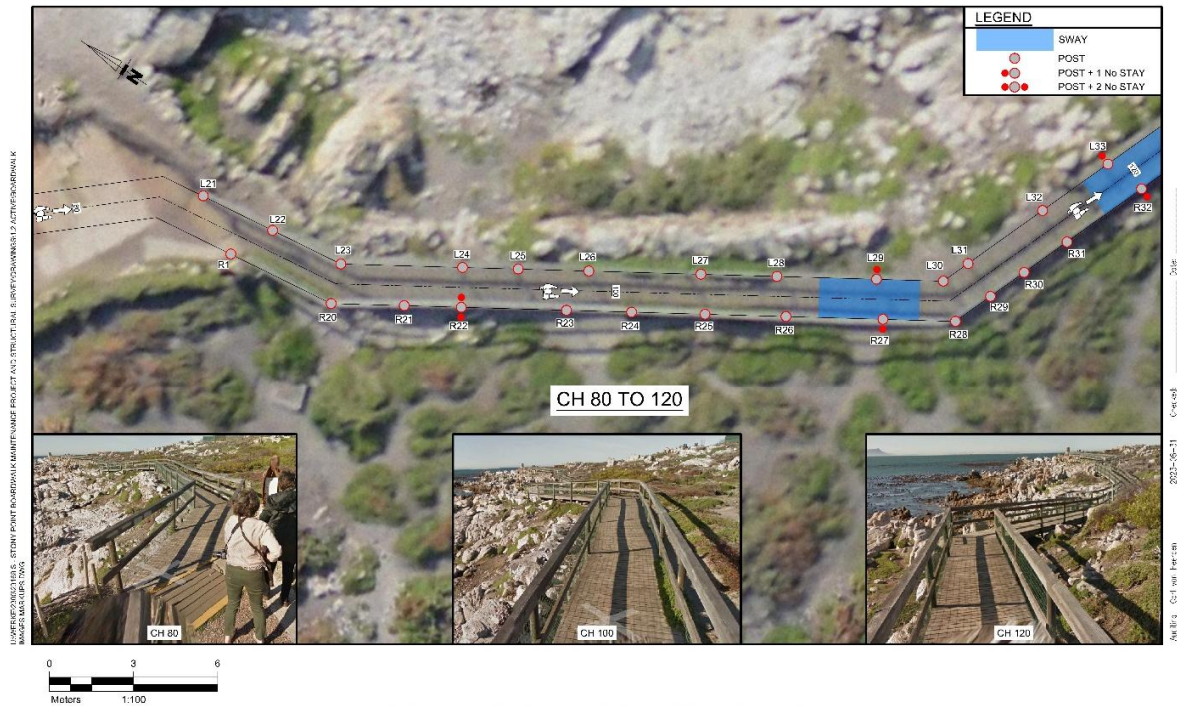




BOARDWALK IMAGES MARKUPS
(CH 0 TO CH 40)



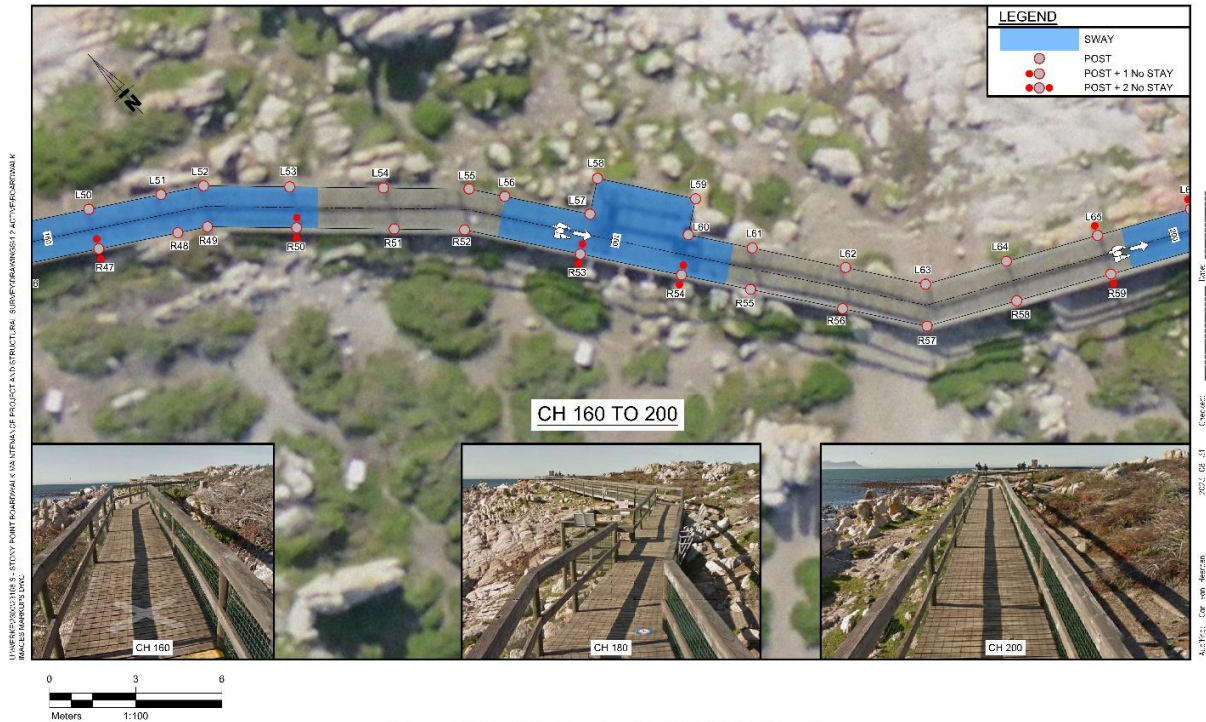
BOARDWALK IMAGES MARKUPS
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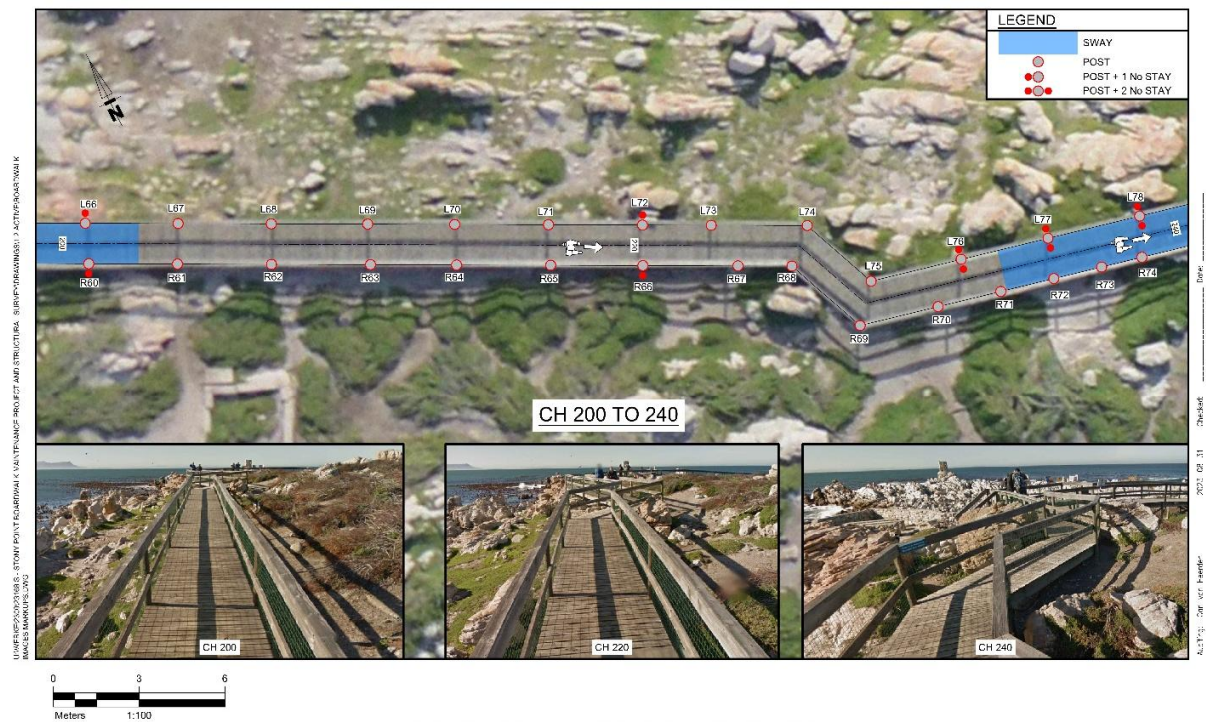
BOARDWALK IMAGES MARKUPS
(CH 80 TO CH 120)



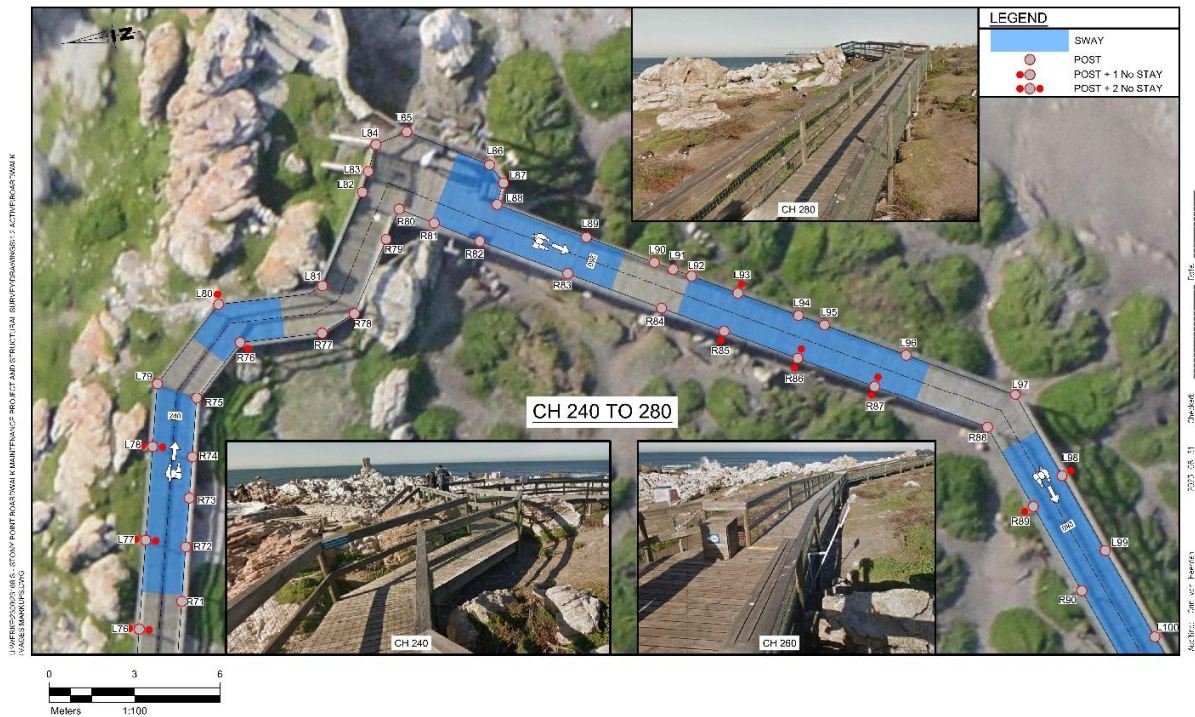
BOARDWALK IMAGES MARKUPS
(CH 120 TO CH 160)



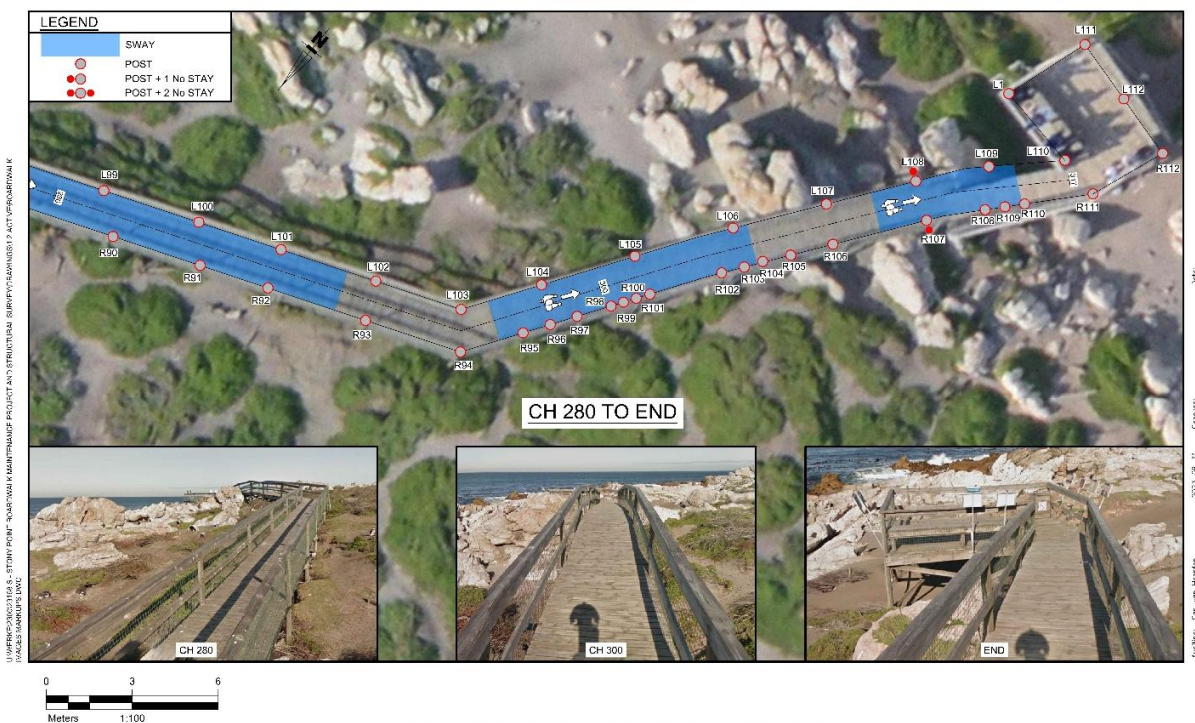
BOARDWALK IMAGES MARKUPS
(CH 160 TO CH 200)



BOARDWALK IMAGES MARKUPS
(CH 200 TO CH 240)



BOARDWALK IMAGES MARKUPS
(CH 240 TO CH 280)



BOARDWALK IMAGES MARKUPS
(CH 280 TO END)

3. FINDINGS FROM VISUAL INSPECTION

The visual inspection of the boardwalk structure revealed the following matters and items of structural concern. The boardwalk was built many years ago and obviously maintained by the best possible means throughout its lifespan. It should however be noted that the structure is currently in need of critical interference maintenance.

The boardwalk structure and viewing decks consist of a timber structure constructed from gum-poles, timber beams, joists, balustrade beams and decking planks. Of note is the fact that the gum-pole posts were not provided with conventional concrete pad/block foundations and are founded, in most instances, directly onto the exposed in-situ rock present. The absence of conventional foundations to the structure can most probably be attributed to environmental constraints applicable to its location. The location of the boardwalk is directly next to the ocean, right in the sea spray zone, and as such exposed to severe environmental and high risk of corrosion conditions.

Many of the timber elements are suffering from severe decay and many of the mild steel fixing brackets, bolts, screws, and nails are severely corroded. All of this element deterioration and the lack of fixed foundations are rendering the boardwalk structure unstable and prone to sway instability. The sway instability problem in turn negatively impacts the jointing of, and timber elements itself, exposing the structure to “fatigue” induced loading.



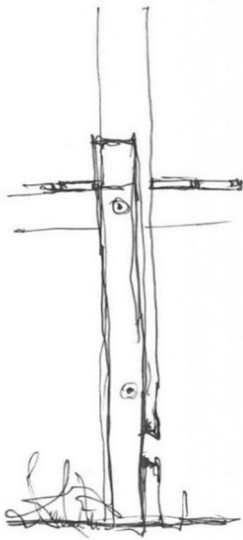
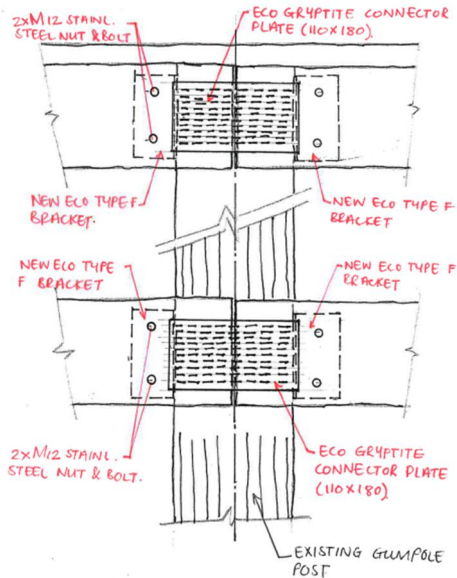
We believe that by preventing and or limiting the “sway problem” of the structure, the risk and occurrence of structural collapse can be reduced.

Taking due cognizance of the above it is strongly recommended that the following re-instatement and structural enhancement proposals be implemented.



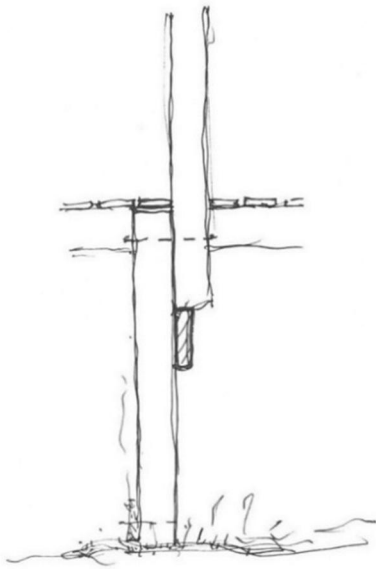
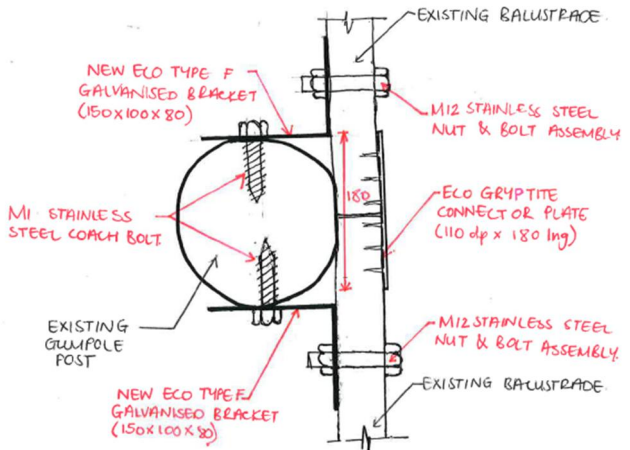
REMEDIAL SPECIFICATION - A

Remedial Item	Item Description
<div data-bbox="204 280 727 640" data-label="Image"> </div> <p data-bbox="165 640 293 663">Architect C6</p> <div data-bbox="201 663 730 1008" data-label="Image"> </div> <p data-bbox="165 1008 293 1030">Architect C7</p>	<ul style="list-style-type: none"> • Full length post has decayed, and no proper post founding is present. • New, shortened support members have been affixed either side of post to support boardwalk deck. • Instability through lack of proper fixing of members, founding, and bracing of elements.
Sketch of Condition on Site	Remedial Specification
<div data-bbox="338 1088 625 1438" data-label="Image"> </div> <div data-bbox="296 1505 708 1818" data-label="Image"> </div> <p data-bbox="188 1868 743 1930">Sketch of condition on site - Decayed gumpole post and enhancement struts.</p>	<ul style="list-style-type: none"> • Replace the diagonal props and doubled over poles with a new full-length post. • Replace gumpole post for full length, continuous from "founding" to balustrade top rail. • All joints, intersections, and splices to be enhanced by means of providing "Eco" Brackets Type F (150 x 100 x 80mm) and Griptite Connector Plates (110 x 180mm) <div data-bbox="995 1375 1187 1527" data-label="Image"> </div> <ul style="list-style-type: none"> • Eco Bracket Type F (150 x 100 x 80mm) <div data-bbox="973 1599 1209 1796" data-label="Image"> </div> <ul style="list-style-type: none"> • Griptite Connector Plate (110 x 180mm)
<p>Location: Architect ref. C6 & C7 - Continued pg. 12</p>	<p>Quantity: C6: 5No, C7: 2No - Continued pg.12</p>



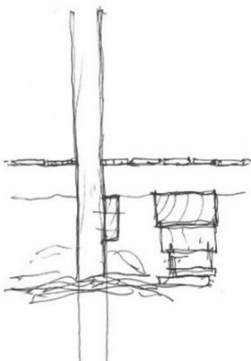
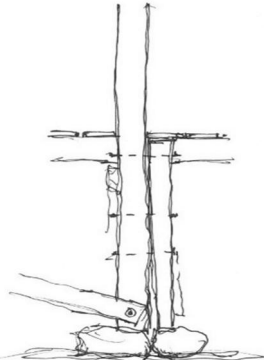
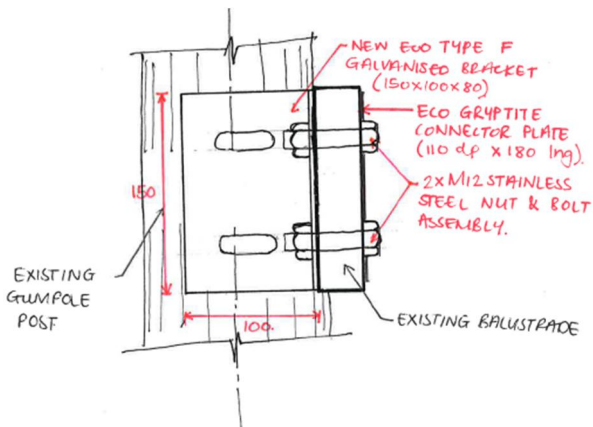
REMEDIAL SPECIFICATION - A (Continued pg. 11)

Remedial Item - Continued	Item Description - Continued
 <p>Architect C3</p>  <p>Architect C1</p>	<ul style="list-style-type: none"> Full length post has decayed, and no proper post founding is present. A shortened support post has been fixed on the side of the non-continuous post to support the boardwalk deck. Instability through lack of proper fixing of members, founding, and bracing of elements.
Sketch of Condition on Site	Remedial Specification - Continued
 <p>Sketch of condition on site – Decayed gumpole and remedial short splice pole.</p>	<ul style="list-style-type: none"> Replace gumpole post for full length, continuous from “founding” to balustrade top rail. All joints, intersections, and splices to be enhanced by means of providing Eco Brackets Type F (150 x 100 x 80mm) and Griptite Connector Plates (110 x 180mm)  <p>Elevation of proposed Splice enhancement</p>
<p>Location:</p> <p>Architect ref. C1 & C3 - Continued pg. 13</p>	<p>Quantity:</p> <p>C3: 12No - Continued pg. 13</p>


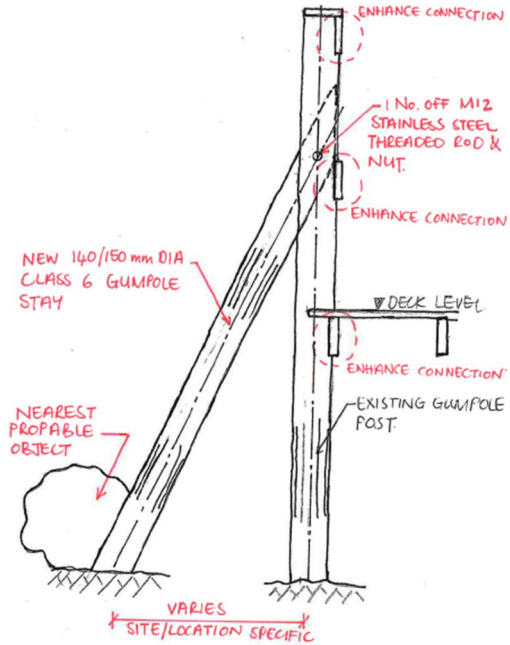
REMEDIAL SPECIFICATION - A (Continued pg. 12)

Remedial Item - Continued	Item Description - Continued
 <p>Architect C2</p>  <p>Architect C15</p>	<ul style="list-style-type: none"> Full length post has decayed, and no proper post founding is present. A shortened support post has been fixed on the side of the non-continuous post to support the boardwalk deck. Non-continuous post cause instability through fixing and there is no full seating of the balustrade post due to the position of the cross-bracing. Instability through lack of proper fixing of members, founding, and bracing of elements.
Sketch of Condition on Site	Remedial Specification - Continued
 <p>Sketch of condition on site – non-continuous gumpole post and short balustrade post with insufficient lap.</p>	<ul style="list-style-type: none"> Replace gumpole post for full length, continuous from “founding” to balustrade top rail. All joints, intersections, and splices to be enhanced by means of providing Eco Brackets Type F (150 x 100 x 80mm) and Griptite Connector Plates (110 x 180mm)  <p>Section/Plan of Joint enhancement</p>
<p>Location:</p> <p>Architect ref. C2 & C15 - Continued pg. 14</p>	<p>Quantity:</p> <p>C2: 14No - Continued pg. 14</p>



REMEDIAL SPECIFICATION - A (Continued pg. 13)

Remedial Item - Continued	Item Description - Continued
 <p>Architect C4</p>  <p>Architect C4</p>	<ul style="list-style-type: none"> Post has decayed, and no proper post founding is present. Boardwalk joist fixing to post most likely failed. Spacers are being utilised to support unstable walkway above.
Sketch of Condition on Site	Remedial Specification - Continued
 <p>Sketch of condition on site - Post has decayed, and no proper post founding is present.</p> 	<ul style="list-style-type: none"> Remove spacers and replace broken/damaged timber members unable to provide structural integrity. Replace gumpole post for full length, continuous from "founding" to balustrade top rail. All joints, intersections, and splices to be enhanced by means of providing Eco Brackets Type F (150 x 100 x 80mm) and Griptite Connector Plates (110 x 180mm)  <p>Section/Elevation of Joint enhancement</p>
<p>Location:</p> <p>Architect ref. C4 - Continued pg. 15</p>	<p>Quantity:</p> <p>C4: 2No – Continued pg. 15</p>

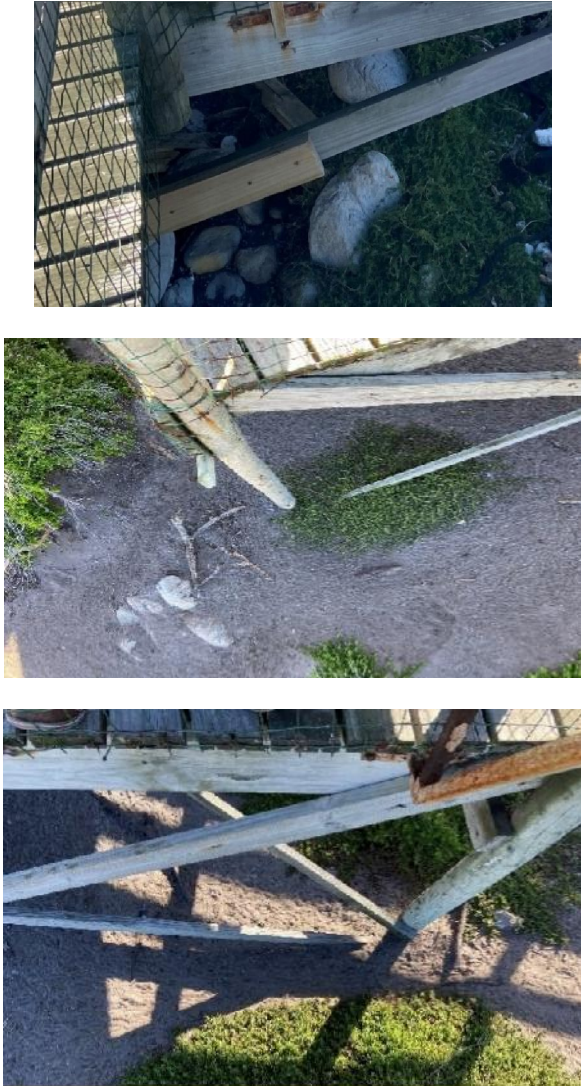
REMEDIAL SPECIFICATION - A (Continued pg.14)

Remedial Item - Continued	Item Description - Continued
 <p>Well installed Posts – Only joints to be enhanced.</p>	<ul style="list-style-type: none"> All joints, intersections, and splices to be enhanced by means of providing Eco Brackets Type F (150 x 100 x 80mm) and Griptite Connector Plates (110 x 180mm)
Remedial Member Specification	Remedial Specification
<p>2. MODULAR DECK MEMBER SCHEDULE</p> <p>MEMBER (MARK) SIZE: WIDTH X DEPTH (mm) TIMBER GRADE MODULAR DECK FRAMING REQUIREMENTS</p> <p>Joist (J) 50 X 152 S5 Maximum joist span = 1500 mm. Joist to span continuously over 2 bays minimum. Stock timber length required = 3000 mm.</p> <p>Bearer (B) 50 X 228 S5 Maximum bearer span = 1800 mm. Bearer to span continuously over 2 bays minimum. Stock timber length required = 3600 mm.</p> <p>Balustrade (BD) 38 X 152 S5 As indicated on the drawings.</p> <p>Post (P) Class 6 ie. 150 mm nominal diameter (1) SANS 457-2 Softwood SANS 457-3 Hardwood Maximum permissible post height = 2700 mm between NGL (2) and deck level.</p> <p>Note (1): Diameter in the range 140 to 159 mm at thin end of pole. Note (2): NGL = compacted ground level at post foundation location.</p>	 <ul style="list-style-type: none"> Stay posts only need to be provided at locations as proposed on layout/aerial view of boardwalk - Boardwalk Images Markups - Appendix A
<p>Location:</p> <p>Chainage - CH 140</p>	<p>Quantity:</p> <p>Total posts replaced: 51 No Total Stay Poles: 58 No</p>

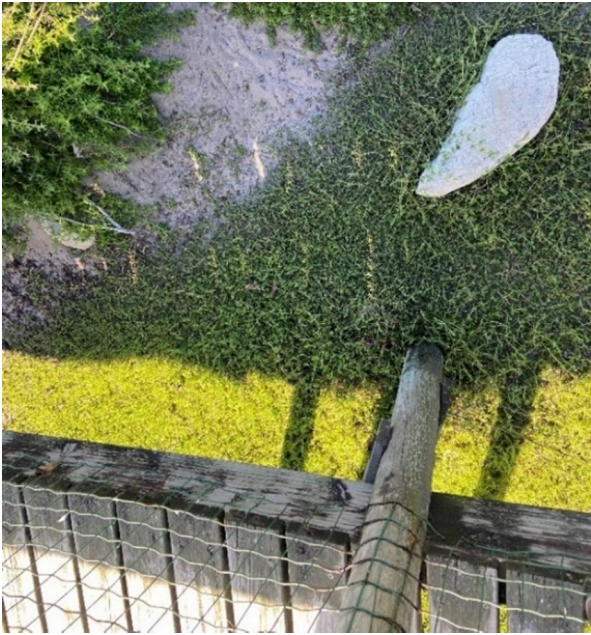
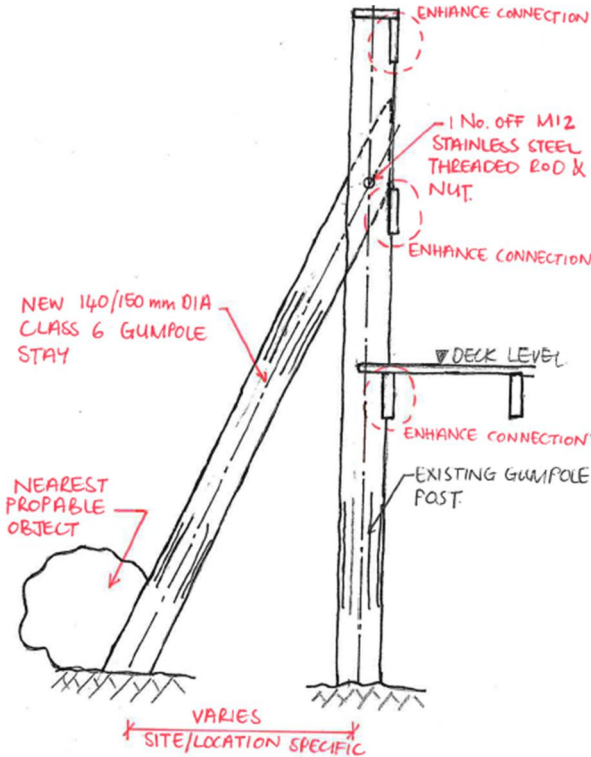
REMEDIAL SPECIFICATION – B

Remedial Item	Item Description
 	<ul style="list-style-type: none"> Decayed and loose boardwalk decking planks. Split boardwalk decking planks/treads. Plank/tread fixing screws loose. Screws not Stainless Steel and corroded. Nail fixing is not acceptable.
Remedial Member Specification	Remedial Specification
<p>DECK MEMBER SCHEDULE MEMBER (MARK) SIZE: WIDTH X DEPTH (mm) TIMBER GRADE.</p> <p>Decking: 105 X 22 S5 Joist spacing = 400 mm max. Decking to span continuously over 3 bays ie. 1200 mm minimum board length. Decking joints to be staggered.</p> <p>Joist (J) 50 X 152 S5 Maximum joist span = 1500 mm. Joist to span continuously over 2 bays minimum. Stock timber length required = 3000 mm.</p> <p>Bearer (B) 50 X 228 S5 Maximum bearer span = 1800 mm. Bearer to span continuously over 2 bays minimum. Stock timber length required = 3600 mm.</p> <p>Balustrade (BD) 38 X 152 S5 As indicated on the drawings.</p>	<ul style="list-style-type: none"> Replace all broken and damaged timber treads.
<p>Location: Architect ref. C10, M8 & M10</p>	<p>Quantity: 145 m2 (Confirm instances on site)</p>


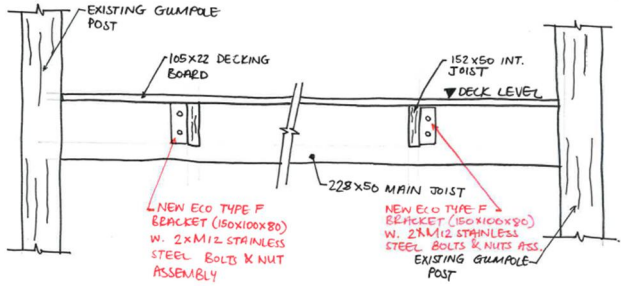
REMEDIAL SPECIFICATION – C

Remedial Item	Item Description
	<ul style="list-style-type: none"> Collapsed bracing members. Spliced/Joined timber bracing members.
Remedial Member Specification	Remedial Specification
<p>DECK MEMBER SCHEDULE MEMBER (MARK) SIZE: WIDTH X DEPTH (mm) TIMBER GRADE.</p> <p>Vertical brace / Knee brace (VB): 38 X 152 S5 Bracing to be selected to suit deck height above NGL ie. the specific site requirements. Maximum permissible brace length = 2000 mm between end connections.</p>	<ul style="list-style-type: none"> Replace all spliced/joined timber bracing members with new full length timber members. Make good all collapsed bracing.
<p>Location:</p> <p>Architect ref. M5 & M6</p>	<p>Quantity:</p> <p>Quantify instances on site.</p>

REMEDIAL SPECIFICATION – D

Remedial Item	Item Description
	<ul style="list-style-type: none"> Bent, buckled and unstable boardwalk posts posing a structural risk of collapse.
Remedial Sketch	Remedial Specification
	<ul style="list-style-type: none"> Replace gumpole post for full length, continuous from “founding” to balustrade top rail. Stay posts only need to be provided at locations as proposed on layout/aerial view of boardwalk - Boardwalk Images Markups - Appendix A
<p>Location:</p> <p>Architect ref. C11</p>	<p>Quantity:</p> <p>C11: 5No (Confirm instances on site)</p>

REMEDIAL SPECIFICATION – E

Remedial Item	Item Description
	<ul style="list-style-type: none"> • Connection failure of boardwalk timber joists and “post to post” bearer beam. • Connection failure of timber bearer beam and post. • Split joist member at position of failed joint.
Remedial Sketch	Remedial Specification
<p>DECK MEMBER SCHEDULE MEMBER (MARK) SIZE: WIDTH X DEPTH (mm) TIMBER GRADE.</p> <p>Joist (J) 50 X 152 S5 Maximum joist span = 1500 mm. Joist to span continuously over 2 bays minimum. Stock timber length required = 3000 mm.</p> <p>Bearer (B) 50 X 228 S5 Maximum bearer span = 1800 mm. Bearer to span continuously over 2 bays minimum. Stock timber length required = 3600 mm.</p>	<ul style="list-style-type: none"> • All joints, intersections, and splices to be enhanced by means of providing Eco Brackets Type F (150 x 100 x 80mm) • All decayed and split members to be replaced. • Bearer beam connection to post to be enhanced by means of providing Eco Brackets Type F (150 x 100 x 80mm) 
<p>Location:</p> <p>Architect ref. C9 & C14</p>	<p>Quantity:</p> <p>Quantify instances on site</p>

Cape Nature: Timber Viewing Decks for Multiple Reserves



Western Cape
Government

CONSTRUCTION NOTES *(to be included on structural drawings)*

1. DESIGN LOAD CAPACITY OF MODULAR DECKS

FOUNDATION TYPE	DESIGN LOAD CAPACITY (ie. design variable load)	APPROXIMATE EQUIVALENT LOAD FROM ADULT OCCUPANTS
1	1.5 kN/m ²	2 persons per square metre
2	3.0 kN/m ²	4 persons per square metre

Note: Balustrade design load = 1 kN/m horizontal load acting inward or outward on the balustrade.

2. MODULAR DECK MEMBER SCHEDULE

MEMBER (MARK)	SIZE: WIDTH X DEPTH (mm)	TIMBER GRADE	MODULAR DECK FRAMING REQUIREMENTS
Decking (-)	105 X 22	S5	Joist spacing = 400 mm maximum. Decking to span continuously over 3 bays ie. 1200 mm minimum board length. Decking joints to be staggered.
Joist (J)	50 X 152	S5	Maximum joist span = 1500 mm. Joist to span continuously over 2 bays minimum. Stock timber length required = 3000 mm.
Bearer (B)	50 X 228	S5	Maximum bearer span = 1800 mm. Bearer to span continuously over 2 bays minimum. Stock timber length required = 3600 mm.
Vertical brace / Knee brace (VB)	38 X 152	S5	As indicated on the drawings. Bracing to be selected to suit deck height above NGL ie. the specific site requirements. Maximum permissible brace length = 2000 mm between end connections.
Balustrade (BD)	38 X 152	S5	As indicated on the drawings.
Post (P)	Class 6 i.e. 150 mm nominal diameter (1)	SANS 457-2 Softwood SANS 457-3 Hardwood	Maximum permissible post height = 2700 mm between NGL (2) and deck level.

Note (1): Diameter in the range 140 to 159 mm at thin end of pole.

Note (2): NGL = compacted ground level at post foundation location.

1. PRESERVATIVE TREATMENT OF TIMBER

All structural timber is to be pressure treated with WCCA preservative to SANS 10005 in accordance with the Hazard Classes tabulated below:

TIMBER	HAZARD CLASS	APPLICATION	FINISHING COATS TO BE APPLIED TO DECK ELEMENTS
Decking	H3	Exterior decking boards	Galseal exterior decking oil (sealer) to be applied to all decking boards with particular attention paid to board ends. <u>Note:</u> The underside of decking boards is to be pre-oiled before installation.
Sawn timber	H3	Exterior deck framing - not in contact with the ground but exposed to leaching and weathering.	Waksol heavy wood oil to be applied to below deck framing (joists, bearers, and braces) prior to the installation of decking boards. Galseal exterior decking oil to be applied to the remaining deck framing (balustrades, steps etc).
Poles	H5	Posts buried in the ground - may be in contact with wet soils.	Waksol heavy wood oil to be applied to posts prior to the installation of decking boards.

- 1.1 Pre-treated standard lengths of timber are to be used for construction as far as is possible to minimise the need to cut timber.
- 1.2 Cuts and drill holes in all timber are to be treated with a minimum of 2 coats of remedial timber preservative (Enseal or CuGard 20 or similar approved) applied by brushing or dipping.
- 1.3 After the excavation and compaction of foundations, deck posts are to be cut to the exact length required before installation. Freshly cut surfaces are to be treated with a minimum of 2 coats of remedial timber preservative. In addition the rebates cut in posts to support bearer beams are to be sealed with Waksol heavy wood oil prior to installation of the bearers.
- 1.4 A minimum air gap of 400 mm is to be allowed between ground level and the underside of deck framing to enable the circulation of air beneath the deck and to allow access for maintenance.
- 1.5 Care shall be taken to ensure that sawdust, timber offcuts etc which provide a source of nourishment to fungi, termites, and borers, are removed from the site particularly from under the suspended deck.

2. CONNECTIONS AND FASTENERS

All steel fasteners and hardware used in forming connections (eg. angle brackets, hurricane clips etc) are to be corrosion protected to provide a minimum service life of 20 years in a category C4 atmospheric corrosivity environment (ISO 9223).

Minimum corrosion protection requirements are tabulated below:

FASTENER	REQUIRED CORROSION PROTECTION	NOTES
Decking screws	Grade A2 stainless steel.	Grade A2 = Type 304 austenitic stainless steel. Galvanised posi-drive screws may not be used.
Nuts, bolts, and washers	Hot dip galvanised to SANS 121 Minimum coating thickness = 0.45 µm.	Electroplated ('electro-galvanised') fasteners may not be used in lieu of hot dip galvanised.
Threaded bar ('ready bar')	Grade A2 stainless steel.	Grade A2 = Type 304 austenitic stainless steel.
Coach screws	Grade A2 stainless steel or Hot dip galvanised to SANS 121 Minimum coating thickness = 0.45 µm	Electroplated ('electro-galvanised') fasteners may not be used in lieu of hot dip galvanised.
Ring shank nails	Grade A2 stainless steel.	Grade A2 = Type 304 austenitic stainless steel.
Connection hardware	Hot dip galvanised to SANS 121 Minimum coating thickness = 0.45 µm.	Electroplated ('electro-galvanised') hardware may not be used in lieu of hot dip galvanised.

2.1 Bolt installation

- Bolt holes are to be drilled to the same diameter as the bolt shank and treated with remedial preservative (see 3.2).
- Bolts are to be provided with over size washers under both the bolt head and the nut. M16 bolt: Washer 50 x 50 x 4 mm thick.
M12 bolt: Washer 38 x 38 x 4 mm thick.
Bolt heads and nuts are not to be countersunk.
- Bolts may be substituted with threaded bar of the same diameter.

2.2 Coach screw installation

- Coach screws **may not be used in lieu of bolts** when bolts are specified in the connection details.
- Predrill coach screw holes.
The lead hole for the unthreaded shank is to have the same diameter and length as the shank.
The diameter of the lead hole for the threaded portion of the coach screw is to be determined to suit the density of the timber (usually +/- 0.5 x coach screw diameter for softwoods).
- Coach screws are to be installed by turning with a wrench (not driving with a hammer). Installation may be lubricated with a non-corrosive lubricant eg. hand soap.
- Coach screws are not to be countersunk.
Coach screws are to be provided with over size washers under the screw head. M16 screw: Washer 50 x 50 x 4 mm thick.
M12 screw: Washer 38 x 38 x 4 mm thick. M10 screw: Washer 30 x 30 x 3 mm thick.

2.3 Installation of nails

Pilot holes are to be drilled for the installation of nails in hardwood when deemed necessary to avoid the splitting of timber.

4. RECOMMENDATIONS

The current boardwalk may be described as being in a fair condition, which through the prescribed remedial specification may be brought into a functional state which may serve satisfactorily. It is imperative that the primary concerns of the boardwalk be addressed first and foremost before any further improvements are made. Currently, the lateral sway experienced on the boardwalk is exacerbating the deterioration of the existing connections, and thus the installation of new gumpole stays at critically identified positions should be prioritized, whereafter connections are to be enhanced in strict accordance with remedial specifications.

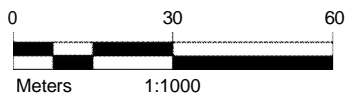
To achieve the desired stability and structural integrity of the boardwalk, the following broadly described actions are to be carried out:

1. Stabilise the boardwalk by introducing the 140/150mm diameter gumpoles stays at identified areas as indicated on the "Boardwalk Images Markups" which forms part of this report. The stays are recommended as either a single stay on the gumpole posts both sides of the boardwalk or a "double stay" condition on a single post on one side of the walkway. Before the stays are introduced it should be confirmed that the gumpole at that position does not require replacement due to decay problems. Should the gumpole post need replacement this must first be implemented. The gumpoles are to be founded against a suitable obstruction that would act as an anchor, following which the boardwalk is to be drawn plumb and the stays bolted in position using M12 stainless steel nuts, washers, and bolts assembly.
2. For each gumpoles post, enhance the balustrade and walkway intersection connections by installing the Eco Type F brackets at the back of the connection, followed by the installation of the Eco Gryptite plate on the trafficable inside face of the connection. All as per the re-instatement specifications forming part of this report. Where necessary, the boardwalk should be propped up and levelled before commencing with the enhancement works.
3. Where the trafficable surface of the boardwalk deck shows signs of highly weathered and compromised decking planks, these should be removed, along with the weather/corroded fixing screws and replaced with a like-for-like replacement plank (shape, size, and length) and fixed using stainless steel screws. Two screws per plank to joist support must be provided.

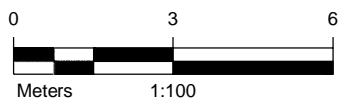
5. CONCLUSION

The Stony Point boardwalk in Betty's Bay is in dire need of critical maintenance to restore the stability and structural integrity thereof so that it may serve functionally.

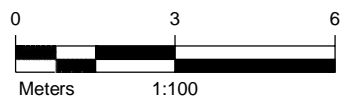
ANNEXURE A
BOARDWALK IMAGES



BOARDWALK IMAGES MARKUPS

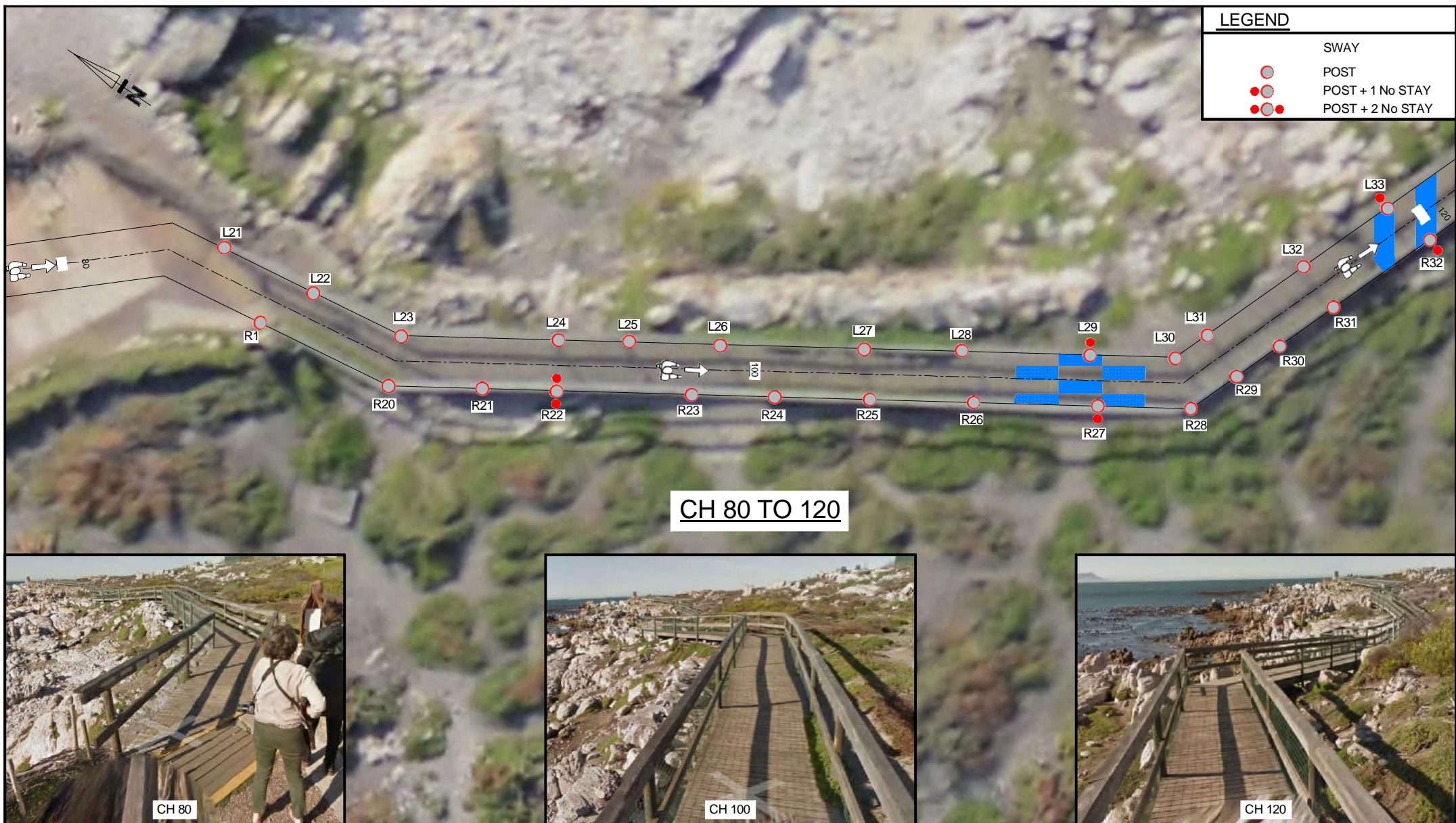


BOARDWALK IMAGES MARKUPS (CH 0 TO CH 40)



BOARDWALK IMAGES MARKUPS (CH 40 TO CH 80)

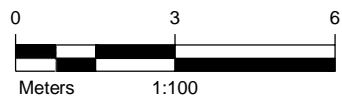
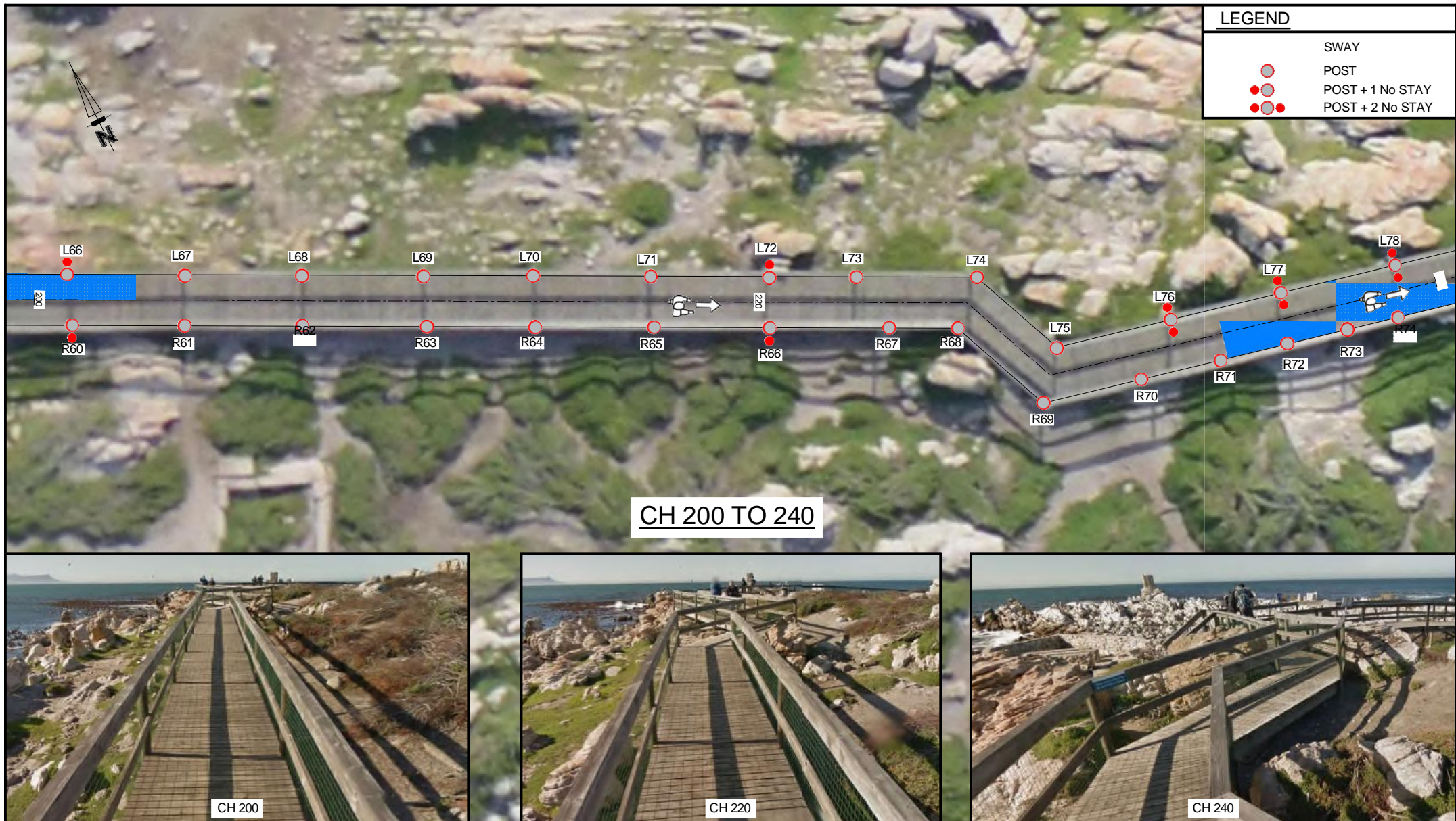
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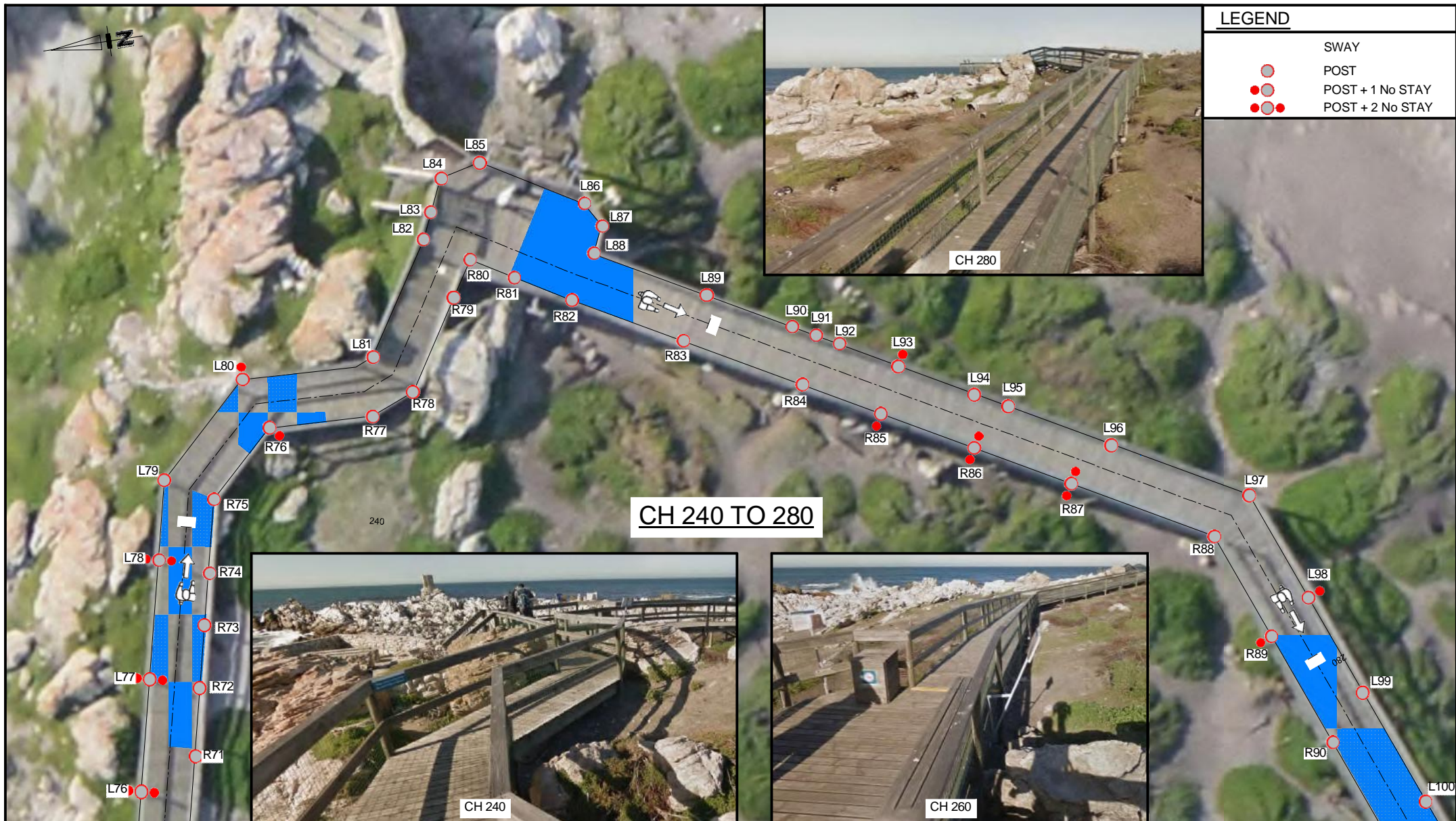
BOARDWALK IMAGES MARKUPS
(CH 80 TO CH 120)



BOARDWALK IMAGES MARKUPS
(CH 120 TO CH 160)

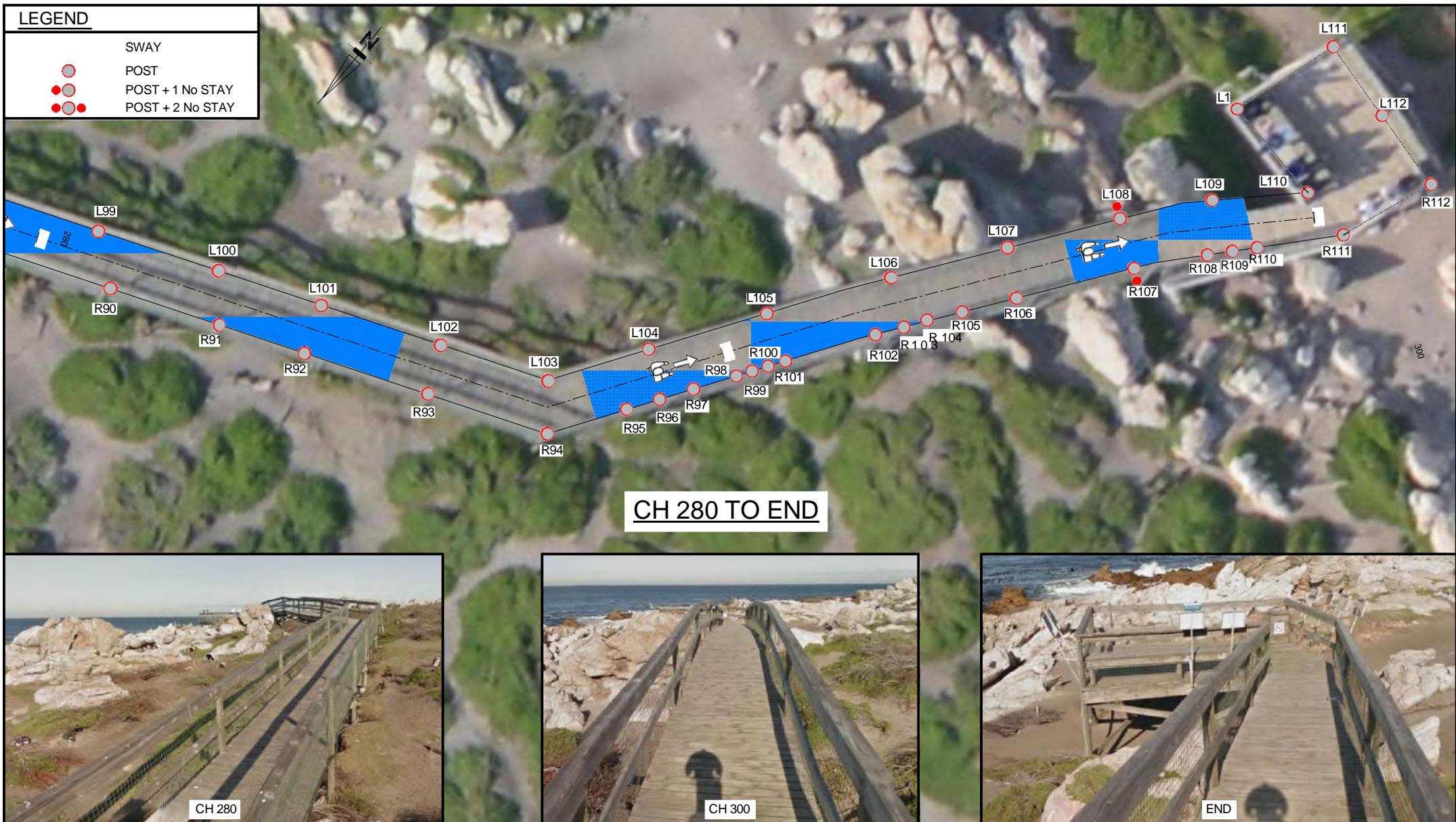


BOARDWALK IMAGES MARKUPS
(CH 200 TO CH 240)



BOARDWALK IMAGES MARKUPS
(CH 240 TO CH 280)

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BOARDWALK IMAGES MARKUPS
(CH 280 TO END)

ANNEXURE B
BOARDWALK PHOTOGRAPHS



Photo 1 * L2



Photo 2 * R2



Photo 3 * L3



Photo 4 * R3



Photo 5 * L4



Photo 6 * R4



Photo 7 * L5



Photo 8 * R5



Photo 9 * L6



Photo 10 * R6



Photo 11 * L7

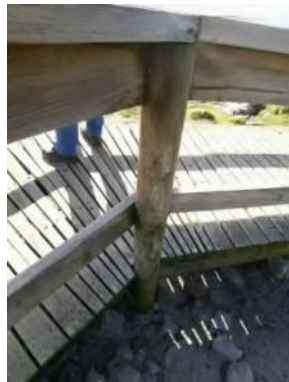


Photo 12 * R7



Photo 13 * L8



Photo 14 * R8



Photo 15 * L9



Photo 16 * R9



Photo 17 * L10



Photo 18 * R10



Photo 19 * L11



Photo 20 * R11



Photo 21 * L12



Photo 22 * R12



Photo 23 * L13



Photo 24 * R13

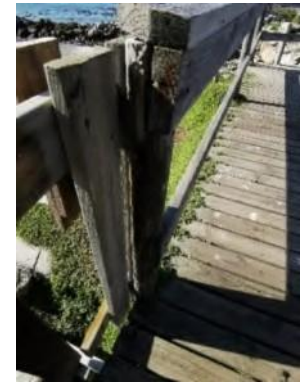


Photo 25 * L14



Photo 26 * R14



Photo 27 * L15



Photo 28 * L16



Photo 29 * R15

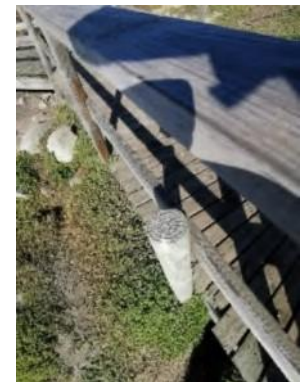


Photo 30 * L17



Photo 31 * L18



Photo 32 * R16



Photo 33 * L19



Photo 34 * R17



Photo 35 * L20



Photo 36 * R18



Photo 37 * R19



Photo 38 * L21



Photo 39 * R1



Photo 40 * L22



Photo 41 * L23



Photo 42 * R20



Photo 43 * R21



Photo 44 * L24



Photo 45 * R22



Photo 46 * L25



Photo 47 * L26



Photo 48 * R23



Photo 49 * R24



Photo 50 * L27



Photo 51 * R25



Photo 52 * L28



Photo 53 * R26



Photo 54 * L29



Photo 55 * R27



Photo 56 * L30



Photo 57 * R28



Photo 58 * L31



Photo 59 * R29



Photo 60 * R30



Photo 61 * L32



Photo 62 * R31



Photo 63 * L33



Photo 64 * R32



Photo 65 * L34



Photo 66 * R33



Photo 67 * L35

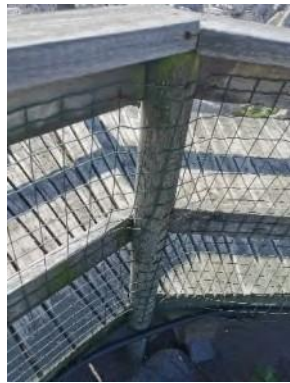


Photo 68 * R34



Photo 69 * L36



Photo 70 *R35



Photo 71 * L37



Photo 72 * R36



Photo 73 * L38



Photo 74 * R37



Photo 75 * L39



Photo 76 * L40



Photo 77 * R38



Photo 78 * L41



Photo 79 * L42



Photo 80 * R39



Photo 81 * L43



Photo 82 * R40



Photo 83 * L44



Photo 84 * R41



Photo 85 * L45



Photo 86 * R42



Photo 87 * L46



Photo 88 * R43



Photo 89 * L47



Photo 90 * R44



Photo 91 * L48



Photo 92 * R45



Photo 93 * L49



Photo 94 * R46

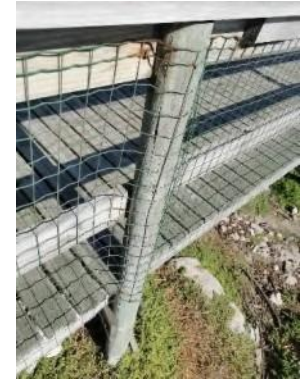


Photo 95 * L50



Photo 96 * R47



Photo 97 * L51



Photo 98 * R48



Photo 99 * L52



Photo 100 * R49



Photo 101 * L53



Photo 102 * R50



Photo 103 * L54



Photo 104 * R51

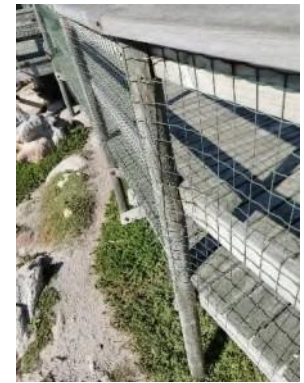


Photo 105 * L55



Photo 106 * R52



Photo 107 * L56



Photo 108 * L57



Photo 109 * R53



Photo 110 * L58



Photo 111 * L59



Photo 112 * L60



Photo 113 * R54



Photo 114 * L61



Photo 115 * R55



Photo 116 * L62



Photo 117 * R56



Photo 118 * L63



Photo 119 * R57



Photo 120 * L64



Photo 121 * R58



Photo 122 * L65



Photo 123 * R59



Photo 124 * R59



Photo 125 * L66



Photo 126 * R60



Photo 127 * L67



Photo 128 * R61



Photo 129 * L68



Photo 130 * R62



Photo 131 * R62



Photo 132 * L69



Photo 133 * R63



Photo 134 * L70



Photo 135 * R64

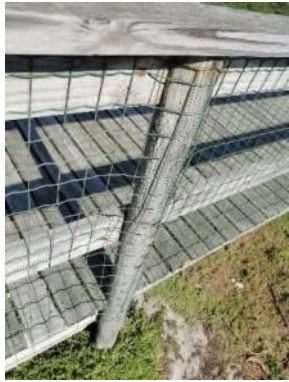


Photo 136 * L71



Photo 137 * R65



Photo 138 * L72



Photo 139 * R66



Photo 140 * L73



Photo 141 * R67



Photo 142 * L74



Photo 143 * R68



Photo 144 * L75



Photo 145 * R69



Photo 146 * L76



Photo 147 * R71



Photo 148 * R72



Photo 149 * L77



Photo 150 * R73



Photo 151 * R74



Photo 152 * L78

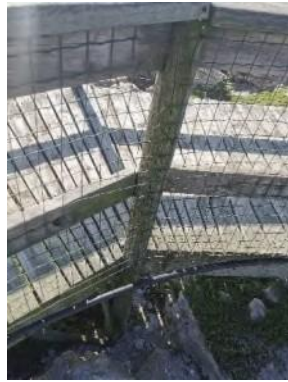


Photo 153 * R75



Photo 154 * L79



Photo 155 * R76



Photo 156 * L80



Photo 157 * L80



Photo 158 * L81

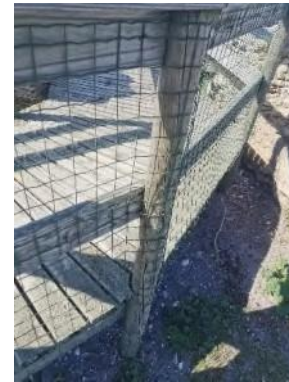


Photo 159 * R77



Photo 160 * R78



Photo 161 * L82, L83



Photo 162 * R79



Photo 163 * R80



Photo 164 * L82, L83



Photo 165 * L84



Photo 166 * Stair



Photo 167 * L85



Photo 168 * L88



Photo 169 * R81



Photo 170 * L86



Photo 171 * L87, L88



Photo 172 * R82



Photo 173 * R82



Photo 174 * L89



Photo 175 * R83



Photo 176 * R83



Photo 177 * L90



Photo 178 * R84



Photo 179 * L91



Photo 180 * L92



Photo 181 * L93



Photo 182 * L94



Photo 183 * R85



Photo 184 * L95



Photo 185 * R86



Photo 186 * L96



Photo 187 * R87



Photo 188 * L97



Photo 189 * R88



Photo 190 * L98



Photo 191 * R89



Photo 192 * L99



Photo 193 * R90



Photo 194 * L100



Photo 195 * L100



Photo 196 * R91



Photo 197 * L101



Photo 198 * L101



Photo 199 * R92



Photo 200 * L102



Photo 201 * R93



Photo 202 * L103



Photo 203 * R94



Photo 204 * L104



Photo 205 * R96, R97



Photo 206 * L105



Photo 207 * R98, R99, R100,
R101



Photo 208 * L105



Photo 209 * R102, R103, R104



Photo 210 * L106



Photo 211 * R105



Photo 212 * R106



Photo 213 * L107



Photo 214 * R107



Photo 215 * L108



Photo 216 * L109



Photo 217 * L110



Photo 218 * L1



Photo 219 * L111



Photo 220 * L112



Photo 221 * R112



Photo 222 * R111

ANNEXURE 4: ENVIRONMENTAL MANAGEMENT PLAN



Environmental Management Plan for Stony Point Boardwalk Repairs and Maintenance Project

01 September 2023

Adapted from Generic CapeNature Construction EMP

Version: Jan 2013

Donovan Kirkwood, Ecological Planner



Prepared by:
Skhumbuzo Tembe
Conservation Manager on Reserve

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1. ABBREVIATIONS

EMP	Environmental Management Plan
ECO	Environmental Control Officer
MPA	Marine Protected Areas
MSDS	Material Safety Data Sheet
SHEQ	Safety, Health, Environment and Quality Officer

2. DEFINITIONS

Colony: means a location on land or an island used for breeding by a specimen of a listed threatened or protected seal or seabird species; or where seabirds of the same species aggregate for moulting, or where seals can be found year-round; but excludes locations where specimens are held in captivity.

CapeNature Project Manager means a designated CapeNature employee to act as Project Manager who will take full responsibility for the implementation of the project as a whole including this EMP and to ensure that the Principal Agent and Contractor fulfil their obligations in terms of this EMP.

Contractor: means a principal person, service provider, contractor and or other sub-contractors involved in the construction of the project, an integral component of which shall incorporate compliance with and implementation of this EMP.

Construction site: means an area influenced and affected by the construction activities or under the control of the Contractor often referred to as “the Site”.

Environment: means the surroundings within which humans exist and that are made up of the land, water and atmosphere of the earth; micro-organisms, plant and animal life; any part or combination of both and the inter-relationships among and between them; and the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Control Officer ('ECO'): means an independent individual or company who/ which will be responsible for monitoring compliance with, and implementation of the EMP by the Contractor.

Environmental Management Plan ("EMP"): means this document which is a site and/ or project specific plan developed to ensure that appropriate environmental management practices are followed during the project's lifespan.

Method Statement: means a document intended to describe and detail specific work activities to be undertaken by the Contractor, and which usually refer to aspects of the works which have the potential to impact the environment in a significantly negative way. Method statements must include the nature, extent, duration and methodology of the work to be carried out and the manner in which the potential impacts associated with the works will be mitigated. Method statements are useful tools for the contractor to specify how mitigation actions will be implemented.

Nest: means an area, structure or place made or chosen by a bird for laying eggs and sheltering and/ or raising its chicks.

No-go Areas: means all areas specifically demarcated using adequate means including temporal fence, cordons, signage, hoarding and etc. 'No-go' Areas may not be accessed at any time by anyone other than those authorised to do so by either the ECO or CapeNature management. All areas beyond the site boundaries and beyond the

boundaries of the site camp are deemed to be 'no-go' areas, except for the express purpose of transporting materials to and from site via the existing road, and for collecting litter, refuse and spoil, under the supervision of either the ECO or CapeNature official.

Pollution: means any change in the environment caused by substances; radioactive or other waves; or noise, odours, dust or heat, emitted from any activity, including the storage or treatment of waste or substances, construction and the provision of services, where that change has an adverse effect on human health or well-being or on the composition, resilience and productivity of natural or managed ecosystems, or on materials useful to people, or will have such an effect in the future.

Principal Agent: means an appointed architect, engineer or a dedicated project manager appointed by contract with CapeNature.

Rehabilitation: means the re-establishment of the part of the productivity, structure, function, and processes of the original ecosystem.

Waste: means any substance, material or object, that is unwanted, rejected, abandoned, discarded or disposed of, or that is intended or required to be discarded or disposed of, by the holder of that substance, material or object, whether or not such substance, material or object can be re-used, recycled or recovered and includes all wastes as defined in Schedule 3 of Waste Act 59 of 2008.

3. INTRODUCTION

3.1. Environmental Management Programme (EMP)

The Environmental Management Programme (EMP) intends to guide and manage the repairs and maintenance activities, it describes mitigation measures and identifies specific people or organisations to undertake specific tasks, to ensure that potential impacts are minimised. This EMP relates specifically to the repairs and maintenance of the Stony Point boardwalk infrastructure within Stony Point Nature Reserve with specific requirements in this regard.

3.2. Background Information

Stony Point Nature Reserve is situated on Erven 2411 and 2412, Betty's Bay. The majority of Erf 2411 is open to the public as a coastal access point although sections are fenced in order to contain nesting penguins and preventing them from entering the residential area. Portions of Erf 2412 are closed to the public to create a restricted breeding area. The Reserve was previously managed by Overstrand Municipality and has been managed by CapeNature since 2014.

3.3. Ecological Significance

The Betty's Bay Marine Protected Area (MPA) is situated directly adjacent to the town of Betty's Bay and covers the inshore environment between two beacons along a 3 km stretch of coastline. Stony Point colony is a critical link to the Betty's Bay MPA. The breeding seabirds require terrestrial habitat to breed, but a safe passage to the sea in which to forage. Not only do the breeding seabirds at Stony Point forage in this area, but Cape Gannets and Swift terns are regularly sited foraging in these waters, and seasonal sightings of some Albatross species and other pelagic seabirds, indicating the importance of this area for seabirds overall. Stony Point is only one of two

land-based seabird breeding colonies in this ecosystem, the other being Boulders in Simons Town, and is a critical link to the Betty's Bay Marine Protected area (MPA) ¹.

The African penguin, Bank cormorant and Cape cormorant are classified as Endangered in terms of International Union for Conservation of Nature (IUCN) Red List. The population for all three species is increasing locally at this site and is thus considered by conservation authorities to be a critical refuge for these species. Stony Point is the 2nd largest African penguin colony in the Western Cape, second only to Dassen Island and the third-largest breeding colony of African Penguins in the world and has been showing a measurable increase in breeding pairs.

Of the 11 primary Bank cormorant breeding sites in the Western Cape, Stony Point has 16% of the breeding pairs. The numbers of Cape Cormorants using this colony to breed is increasing annually. The site is also home to Crowned Cormorant and White Breasted Cormorant which are classified as least concerned in terms of IUCN Red List.

A botanical assessment was conducted on Erf 2411 in 2008. According to the botanical assessment, Stony Point is located in the Overberg Dune Strandveld and the sections of the Cape Seashore Vegetation communities, which are currently listed as Least Threatened in the Western Cape Province with near target levels of formal conservation. Dune vegetation is subject to severe impacts by residential development at a local scale in the Hangklip area of the Kogelberg Biosphere Reserve, with much of the total vegetation type within the urban development zone.

3.4. Heritage Significance

Stony Point has significance from a Heritage perspective as a result of the remains of the decommissioning of the Southern Cross Whaling Station, which left a series of dilapidated structures on the Erf. A Heritage Impact Assessment by Urban Design Services cc and Aikman & Associates in 2008 describes the value of the site in detail. The most important heritage remains at Stony Point (over the entire area) are listed as follows:

- The wreck of the Una.
- The old slipway which is located directly under the new slipway.
- The blubber house foundation wall.
- The base of the blubber oil store tank.
- The fertilizer drier bases (demolished).
- The remains of the meat house (partly demolished and rebuilt).
- Guano factory bases (flat concrete slabs)
- Fertiliser factory foundation (flat concrete foundation)
- Trolley tracks.

3.5. The purpose of the EMP

The main purpose of this EMP is to identify key environmental risks and prevent avoidable damage and/or minimise or mitigate unavoidable environmental damage associated with a construction, repairs, maintenance, or demolition Stony Point boardwalk project. This EMP forms part of the contractual obligations to which all contractors/employees involved in construction, repairs, maintenance, or demolition work must be committed. This EMP:

- identifies important and sensitive environments near project site/s that could feasibly be affected by works.
- identifies project activities that could cause environmental damage (risks) and provides a summary of actions required.

¹ Lauren Waller, with inputs from Kevin Shaw and Cuan McGeorge (for CN's Stony Point Reserve Management Committee), April 2014

- identifies persons responsible for ensuring compliance with the EMP and provides their contact information.
- provides standard procedures to avoid and/or minimise the identified negative environmental impacts and to enhance the positive impact of the project on the environment.
- provides site and project specific rules and actions required, including a site plan/s showing:
 - areas where construction, maintenance, or demolition work may be carried out.
 - areas where any material or waste may be stored.
 - allowed access routes, parking and turning areas for construction or construction related vehicles.
- forms a written record of procedures, responsibilities, requirements and rules for Contractor/s, their staff and any other person who must comply with the EMP.
- provides a monitoring and auditing programme to track and record compliance and identify and respond to any potential or actual negative environmental impacts; and
- provides a monitoring programme to record any mitigation measures that are implemented.

3.6. Implementation of the EMP

The implementation of this EMP will be the responsibility of all parties involved with the construction work. The Principal Agent (Consulting Engineer) and the Environmental Control Officer (ECO) will be central to monitoring the Contractor in terms of implementation of this EMP on behalf of the Client (CapeNature). Prior to construction commencing and approval of any Method Statements, a site visit must be undertaken by the ECO, Contractor, Principal Agent and CapeNature to address issues, find nests, demarcate working areas or sensitive areas prior to any construction. The communication process is reflected on below diagram.

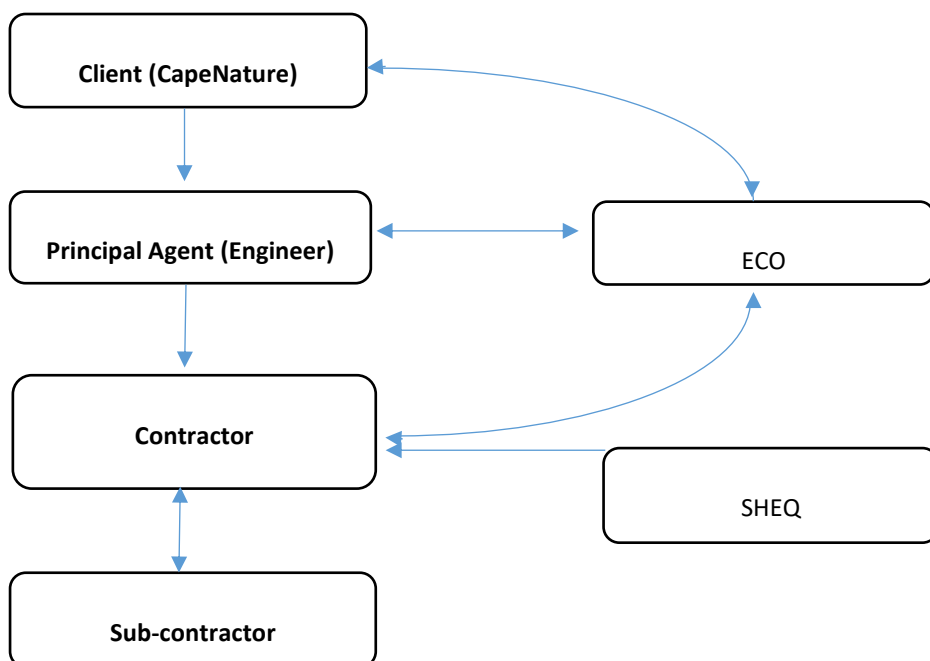


Figure 1: Communication structure

4. PROCESS CHECKLIST

List of key items required in terms of this EMP, with deadline and date of actual completion or action.

[TO BE COMPLETED BY ENVIRONMENTAL SPECIALIST OR ECO]

ITEM	DEADLINE	DATE COMPLETED

5. ROLES AND RESPONSIBILITIES

ROLE	PERSON, POSITION, COMPANY	DATE	SIGNATURE
<i>CapeNature Construction Project Manager</i>	_____		
<i>CapeNature Environmental Specialist</i>	_____		
<i>Principal Agent</i>	_____		
<i>Environmental Control Officer ("ECO")</i>	_____		
<i>Contractor</i>	_____		
<i>Contractor</i>	_____		
<i>Contractor</i>	_____		
<i>Contractor</i>	_____		

All parties signing here agree to be bound by the requirements of this EMP document, and to fulfil the obligations of their role as set out below.

Telephone (cel)	telephone (office)	email address	ROLE
			<i>CapeNature Construction Project Manager</i>
			<i>CapeNature Environmental Specialist</i>
			<i>Principal Agent</i>
			<i>Environmental Control Officer ("ECO")</i>
			<i>Contractor</i>
			<i>Contractor</i>
			<i>Contractor</i>

6. ROLES, RESPONSIBILITIES AND CONTRACT OBLIGATIONS

As the client, CapeNature will take final responsibility for implementation of this EMP and its requirements including any environmental rehabilitation that may be needed. *This is mandated by Section 28 (Duty of Care and Remediation of Damage) of the National Environmental Management Act, (Act No. 107 of 1998).* The activity will require the services of an independent ECO to ensure that this EMP is being complied with during the boardwalk maintenance phase. Formal responsibilities are necessary to ensure that this EMP is effectively implemented. Specific responsibilities of the Client, Principal Agent, ECO, Contractor, and Safety, Health, Environment & Quality Officer (SHEQ) for the construction phase of the project are provided below.



6.1. The Client (CapeNature)

To designate a CapeNature employee as a Construction Project Manager to oversee and take responsibility for implementation of the Stony Point Boardwalk project including this EMP, and to ensure that the Engineer and Contractor fulfil their obligations in terms of this EMP. The CapeNature Infrastructure Specialist will be best placed to be designated as a Construction Project Manager given the scope of the project.

- The CapeNature Construction Project Manager is responsible for designating and appointment of the Engineer and Contractor.
- Ensuring that an Environmental Specialist and ECO are employed and/ or designated and accepts responsibility for the duration of the project before any on-site work may commence.
- Attain all necessary approvals in terms of the relevant legislation, where appropriate.
- Liaise with the ECO regarding environmental management and provide the ECO with all relevant documentation and plans.
- To maintain sufficient capacity of staff with the appropriate ecological knowledge and experience working with penguins to patrol the site daily.
- Manage access to the boardwalk during construction, when possible, while ensuring the safety of visitors is maintained and does not interfere with construction.
- Ensure communication with public is undertaken in terms of CapeNature Communication Protocols.

As a signatory to this EMP, the designated CapeNature Construction Project Manager shall take final responsibility for implementation of and compliance with this EMP and making sure that all parties listed here are aware of and carry out their responsibilities in terms of this EMP.

6.2. Environmental Specialist (CapeNature Environmental Specialist)

As the Western Cape provincial conservation authority, CapeNature will be best placed to oversee site establishment, rather than use the services of an independent environmental consultant. The CapeNature Environmental Specialist will be the Landscape Conservation Intelligence Manager or Landscape Ecologist.

The CapeNature Environmental Specialist must provide site- and activity-specific content for this EMP that identifies risks of environmental damage and the actions and requirements necessary to avoid and/or mitigate environmental damage. The Environmental Specialist must liaise with the Construction Project Manager to identify risks and EMP requirements.

The CapeNature Environmental Specialist must provide a detailed site map for inclusion as part of this EMP (Section 8.4 and Section 11.2) delineating:

- areas where construction, maintenance, or demolition work may be carried out.
- areas where any material or waste may be stored.
- allowed access routes, parking and turning areas for construction or construction related vehicles.
- environmentally sensitive and 'no-go' areas

For sites where there is any risk that activities might impact on nearby sensitive areas, the CapeNature Environmental Specialist must supervise the on-site physical demarcation of construction and sensitive/'no-go' areas by means of clear markers, danger tape, or temporary fencing before any construction, demolition or upgrade works may begin. The CapeNature Environmental Specialist may also delegate this task in writing to a suitably qualified ECO but will still assume final responsibility for ensuring that the task is adequately carried out.

6.3. The Principal Agent (Engineer)

The Principal Agent is designated or appointed by CapeNature and is responsible to CapeNature for ensuring that the construction contract is completed to specification, timely, in budget and that the Contractor fulfils their obligations in terms of this EMP. The Principal Agent must be a signatory to this EMP.

The Principal Agent must ensure that any contract between CapeNature and Contractors includes clear and specific reference to the CapeNature Construction EMP and requires that all Contractors and subcontractors adhere to the requirements of this EMP.

The Principal Agent must ensure that the Contractor is provided with a copy of this EMP before any construction contract is signed, that relevant Methods are completed, and that the Contractor is familiar with the relevant documentation.

The Principal Agent and ECO will work closely together and communicate frequently. The Principal Agent will ensure that the ECO undertakes, and records inspections of the site as required by the monitoring protocol and checklist (as per the recommendation of the CapeNature Environmental specialist).

The Principal Agent must communicate any deviation from the requirements of this EMP within 48 hours to both the CapeNature Construction Project Manager and the CapeNature Environmental Specialist in writing or by email.

The Principal Agent shall assist the ECO in finding solutions to environmental problems that may arise during construction; discuss with the ECO the application of any penalties and other possible enforcement measures, when necessary.

To facilitate communication between all role-players in the interest of effective environmental management; and monitor the compliance of the Contractor through the ECO reports.

All communications and instructions between the ECO and the Contractor must occur via the Principal Agent. The Principal Agent is also responsible for work-stoppage or deducting environmental penalties from the Contractor in the event of contravention of requirements of this EMP.

6.4. Environmental Control Officer (ECO)

An independent ECO must be appointed prior to commencement of operations. The ECO will communicate via the Principal Agent unless more urgent action is required to prevent environmental damage.

The ECO must monitor, audit and record compliance with this EMP by all parties on site: The ECO must complete the Environmental Management Programme Audit Checklist (**Annexure 1**) at each weekly site visit and keep record of any and all incidents or events on site with significant environmental impact. Significant impacts must be recorded photographically with enough supporting information to locate the image on the site, preferably a GPS coordinate accurate to 5m or better. All records must be dated and accurately catalogued.

The ECO must immediately communicate any contraventions of this EMP, or undesirable environmental impacts to the Principal Agent. If the Principal Agent cannot be contacted and urgent action is required to prevent environmental damage, and/or if in the opinion of the ECO the response of the Principal Agent is not adequate, the ECO must also communicate contraventions of this EMP to the Environmental Specialist and the CapeNature Construction Project Manager.

The ECO has the authority to recommend the stopping of works or any portion of construction related activity to the Principal Agent, if in his/her opinion:

- any activity is in contravention of the requirements of this EMP.
- any activity is in contravention of relevant environmental legislation/permits/authorisations applicable to the site and/or activity/ies, or;
- the activity has caused or will imminently cause significant damage and/or harm to the environment.

If urgent action is required to prevent environmental damage as a result of contravention of the requirements of this EMP, the ECO has the authority to issue a written instruction to the Site Manager, or any person on site to stop works or any portion of construction related activity required to prevent such damage.

The ECO may recommend to the Principal Agent, that any Contractor, Contractor's representative, or any employee/s not adhering to the requirements of this EMP and/or the instructions of the ECO be removed from the site. Alternatively, the ECO may recommend that all work on site be suspended until the matter is remedied.

The ECO shall ensure that environmental awareness trainings are undertaken among employees and subcontractors so that they are fully aware of and understand the Environmental Conditions and the need for them.

The ECO shall monitor and verify that environmental impacts are kept to a minimum; and assist the Contractor in finding environmentally responsible solutions to problems.

The ECO along with the Principal Agent, must obtain, examine, and approve Method Statements done by the Contractor where required.

The ECO to report back on the environmental issues at the site meetings and other meetings that may be called regarding environmental matters, if required.

The ECO to compile and submit all monthly audit reports to the Client, Principal Agent, and Contractor.

6.5. The Contractor

The Contractor will assume full responsibility for the on-site actions of all of its sub-Contractors, employees, suppliers and agents.

The Contractor will adhere to the conditions of this EMP and ensure that all sub-Contractors, employees, suppliers, and agents are fully aware of this EMP, its requirements and the consequences of any breach of the requirements of this EMP.

The Contractor will ensure that works on site are conducted in an environmentally responsible manner and fully comply with the requirements of this EMP.

The Contractor will report any deviation from the requirements of this EMP to the Principal Agent, and any pollution or environmental contaminant spill events.

The Contractor agrees to work stoppage and/or payment of penalties as required by this EMP and directed by the Principal Agent.

The Contractors shall bear full costs for any work stoppage resulting from contravention of the requirements of this EMP, and/or the costs of remedying environmental damage resulting from their sub-contractors or employee's contravention of the requirements of this EMP.

- The Contractor shall prepare a Method Statements as per Section 8.1 of this EMP.
- The Contractor shall ensure that the site is secure prior to commencement and ensure that no unauthorised persons access the site during construction.
- The Contractor shall ensure that the site is safe (i.e., no people are on site), prior to commencement of earthmoving machinery.
- The Contractor shall undertake rehabilitation of all areas affected by construction activities to restore to the original states, as determined by the ECO.
- The Contractor shall undertake the required works within the designated working areas and ensure the diary maintain of the site.
- The Contractor must ensure that an incidents and complaints register is maintained on site.

6.6. Safety, Health, Environment and Quality Officer (SHEQ)

A SHEQ Officer must be designated or appointed by the Contractor or Principal Agent in terms of the Occupational Health & Safety Act (Act no. 85 of 1993), for the duration of the project. The SHEQ must be suitably qualified and his/her role is to support the successful implementation of the EMP through:

- Site evaluation on a daily basis.
- Identifying issues relating to day-to-day construction activities and that can have a detrimental effect on the receiving environment (The colony).
- Subcontractor audits to ensure compliance.
- Assist in the direct implementation of the EMP.
- Ensure that the requirements of the EMP are communicated understood by personnel on site via induction sessions.
- Ensure that the contractors on site develop, implement, and monitor the required SHEQ management functions.
- Evaluate the applicability and accuracy of the EMP and the method statements throughout the construction phase.

- Coordinate all statutory requirements including permit authorisation and license requirements.
- Conduct or have conducted a hazard analysis and take the necessary corrective action.
- Where it is not possible to remove any remaining hazards to inform employees thereof and what precautionary action is to be taken.
- Detail mitigation measures required to be taken, and the procedures for their implementation to the project manager.
- Representing SHEQ issues at the production meetings.
- Coordinate SHEQ training of personnel.
- Coordinating spill response personnel.
- The SHEQ officer shall inspect the integrity of the hazardous waste containers/bins/skips on daily basis.

7. DOCUMENTATION

7.1. Environmental Management Programme Audit Checklist

Environmental Management Programme Audit Checklist is provided in **Annexure 1**. The Environmental Management Programme Audit Checklist must be completed by the ECO at each site visit and catalogued as the main record of implementation of and compliance with this EMP.

Hardcopy versions of all ad hoc written or photographic records of significant environmental incidents should be filed by date with completed Environmental Management Programme Audit Checklists. Significant impacts must be recorded photographically with enough supporting information to locate the image on the site, preferably a GPS coordinate accurate to 5m or better.

7.2. Environmental Register

An Environmental Register must be provided by the Principal Agent and kept on-site at all times as well as being freely accessible to all project team members. In the event of any environmental incidents, the Environmental Register must be completed by the most senior person on site: the Principal Agent or the Contractor. The Environmental Register may also be completed by the ECO if the ECO is on site when the incident occurs. The register will provide a record of all actual environmental incidents that occur as a result of the on-site activity. This may include information related to such aspects as spillages, dust generation, bird injury, penguin nest trampling (including artificial nest) and any other environmental incidents. It must also contain information relating to action taken/mitigation measures employed.

7.3. Contract Obligations

It is understood that all contract documentation related to the construction activities of the proposed project will include the conditions of this EMP. It is important to note that the contract obligations must include the recording of any complaints on the project in the environmental register.

8. STANDARD ENVIRONMENTAL MANAGEMENT PROCEDURES AND ACTIVITIES

8.1. Method Statements

The ECO may call on the Contractor to prepare satisfactory method statements for any aspect of the works, which are perceived to carry potential significant environmental risk. The Contractor will be required to furnish the ECO with method statements on request and within five (5) days of the intended works commencing. Upon approval of the method statement (by Principal Agent and ECO), the Contractor will be required to carry out all mitigation measures prescribed therein. The ECO must consult with CapeNature Project Manager in instances where works are to be carried out beyond the immediate site boundaries or where the ECO deems necessary.

As a minimum the Method statements should describe:

- Construction and operational procedures.
- Materials and equipment to be used.
- Getting the equipment to and from site.
- How the equipment/ material will be moved while on site
- How and where material will be stored.
- Action to contain leaks or spills of any liquid or material (if required).
- The timing and location of construction and operational activities.
- Any other information deemed necessary by the Applicant and the ECO

8.2. General Access (including traffic control)

The Contractor must control all access (vehicles and plant) to and from the construction site, including that of his/her suppliers so that they remain on the designated routes. In addition, such vehicles and plant must be so routed and operated as to minimise disruption to regular users of the routes (including partners, tourists) and to the colony itself. It is required that access to the site be restricted to the prescribed working hours, except in the case of an emergency.

Access shall only be granted during normal operational hours. All personnel shall be off site by gate closing time:

- Monday to Friday : 08h00 – 17h00
- Saturday : 08h00 – 17h00
- Sunday : No work
- Public Holidays : No work

Deliveries, removals etc. to be completed during gate open times only.

Access routes must be demarcated by temporary fencing. All vehicles and access to the site must remain within demarcated access routes and working areas on site.

Where heavy-duty vehicles and construction plant are required, both the type of vehicles/machinery and the area/s these are to access shall be specified in a Method Statement.

Should any damage occur to the access road, the road will be rehabilitated to its original state with all costs borne by the contractor. No new roads or tracks may be created.

All Contractors, subcontractors and staff shall be identified by clothing with company logos and be in possession of valid SA identity documents. Vehicles of the Contractor and his suppliers may not exceed a speed of 15km/h inside the colony. On public roads the site vehicles will adhere to municipal and provincial traffic regulations.

The Contractor must send the Conservation Manager details of all workers, subcontractors and/ or supplies entering the Reserve either by means of a weekly or monthly schedule.

8.3. Demarcating working areas

Construction activities shall be strictly confined to the demarcated working area/s indicated in section 8.4 (**Figure 1**) of this EMP to prevent any disturbance to, or contamination of, breeding habitat, vegetation, fauna, natural environment, trampling of nests or other sensitive features by construction activities.

The working areas and 'no-go' areas shown here must also be shown on a site map of at least A1 size posted in the construction site office and be demarcated by temporary fencing on site.

Penguin nests must also be demarcated with a 4m buffer zone to prevent workers trampling on or near nests.

Additional areas shall only be made available by amendment of this EMP by the Environmental Specialist or ECO if required.

This demarcation must be done by the CapeNature Ecologist or Ecological Coordinator, or by the ECO with work approved by the CapeNature Ecologist or Ecological Coordinator.

8.4. The delineated working areas

The demarcated working areas (i.e., construction site, no-go-areas, and 4m of nest buffer zone along the Stony Point boardwalk) are shown on **figure 2** below.

ONLY 1m either side of the boardwalk would be permitted for temporary fencing (subject to the proximity of the nests from the boardwalk).

Working areas as shown here are the only areas that may be used by the Contractor to undertake the construction activities. The Contractor shall ensure that all plant/machinery, vehicles, staff, materials, and waste remain within the boundaries of the working area and designated access roads or tracks.

The Construction Contractor and ECO will ensure that the construction team, machinery, and equipment stay within the working areas and do not encroach on "no-go" areas.

All staff, vehicles and construction materials are restricted to the designated working area.

Contractors may not store any construction material on the sides of the access road, parking areas, or among the natural vegetation.

No waste materials or liquids, including contaminated wastewater may be disposed of on site, neither in the designated working area/s, nor any no-go areas. Waste must be held onsite in sealed storage containers and properly disposed of at a designated waste facility on the weekly bases. Any exceptions shall be negotiated with the Environmental Control Officer, the Conservation Manager or the Ecologist and amended to this EMP in writing.

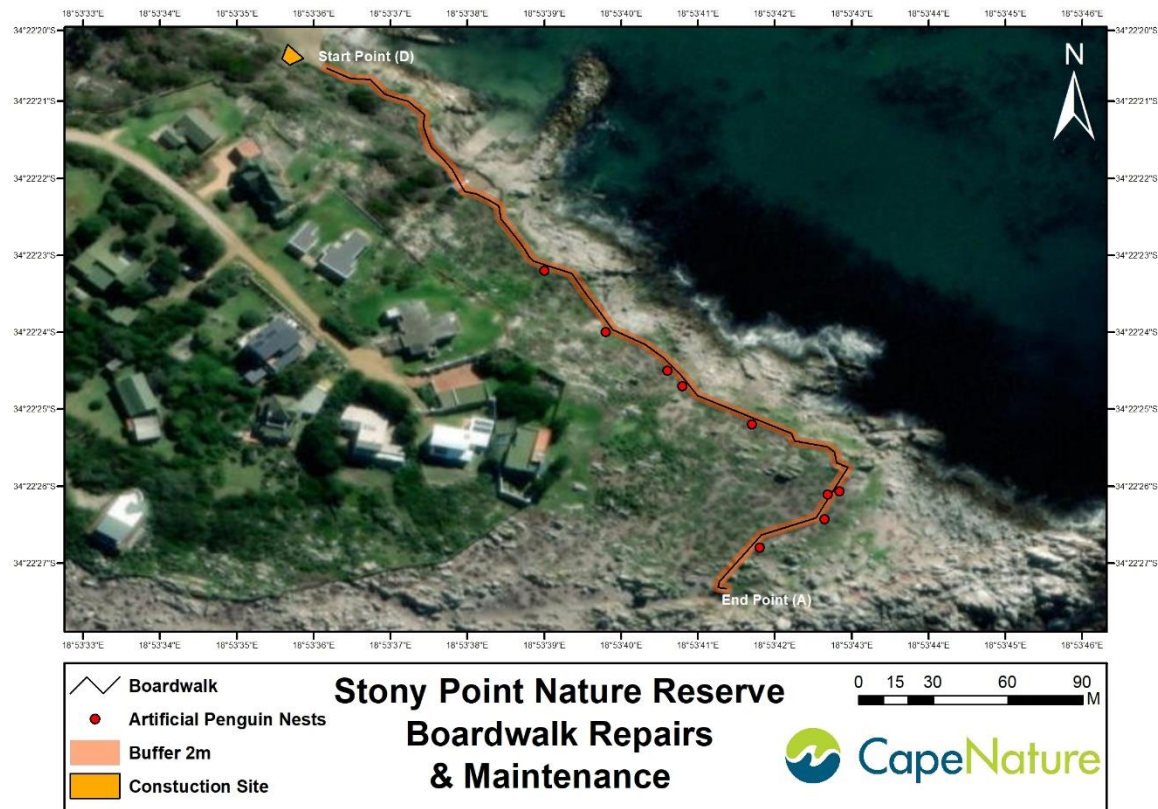


Figure 2: Map showing demarcated working areas.

9. SITE ESTABLISHMENT AND MANAGEMENT

The Contractor's site shall be located within an area of low environmental sensitivity, preferable near the old slip as indicated in Section 8.4.

The Contractor shall restrict all his activities, materials, equipment, and personnel to within the area specified.

The Contractor shall secure their plant and equipment, during idle times and operations.

The Contractor team **MUST** be limited to a maximum of 12 persons (including contractor / site manager).

Strictly **NO OVERNIGHT CAMPING** will be permitted on site.

The Contractors' site must be temporary fenced and visibly display contact numbers. The Contractor shall ensure that access to the Site and associated infrastructure and equipment is always off-limits to the public during construction.

Additional areas restricted to the public shall be clearly marked on the information boards to the satisfaction of the Principal Agent and ECO.

Sensitive sections within the site and No-Go areas will be agreed upon in conjunction with CapeNature prior to construction commencement. Staff and activities must be confined to the site and remain outside No-Go areas at all times.

The Contractor may only work in the agreed upon working area, this must be demarcated and may not be expanded upon without prior permission from the ECO/CapeNature.

The Contractor must be cognisant of the ongoing tourism activities in the Reserve and construction staff must remain within construction areas.

The Contractor must make provision for workers to clean up the site and working areas on a daily basis so that the site is in a neat and tidy state. LEAVE NO TRACE PRINCIPLES to be practiced at all times.

Strictly, no poaching of flora and fauna permitted and any transgression or/and wrongfulness doing in terms of the relevant regulation(s) is a serious offence. Please refer to Annexure for non-compliance penalty fines.

9.1. Bringing construction materials onto the Nature Reserve

Special care must be taken to prevent bringing in materials contaminated with seed of Invasive Alien Plants (IAPs/weeds). Contractors shall not import construction materials such as sand, gravel or fill contaminated with seed of Invasive Alien Plants or quarried from areas surrounded by Invasive Alien plant species such as Port Jackson or Rooikrans.

9.2. Storage and handling of construction material

Construction materials may only be stored in specifically demarcated areas as per Section 8.4. As little material as possible should be stored on site.

The Contractor must ensure that stockpile areas is well managed and maintained (good housekeeping principles). All temporary storage and stockpiling areas must be re-instated or rehabilitated on completion.

Contractors will not be allowed to store construction material in the Colony, sides of the access roads, or among the natural vegetation other than demarcated area.

The Contractor must ensure that all staff, contractors and subcontractors are aware of, and keep material within these designated storage areas. The Principal Agent shall ensure that the consultant team is familiar with same.

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions required to comply with the CEMP. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of this EMP.

The Contractor must provide a method statement of the construction activities to CapeNature indicating:

- the type and quantity of material to be stored.
- whether any oil contaminated/containing equipment will be stored; and
- how (including what type of vehicles will be required) material will be delivered to the designated storage area.
- if there is any risk of spill or runoff of any building materials or chemicals and how this is to be mitigated.

9.3. Use of cement / concrete

The Contractor is advised that cement and concrete are highly hazardous to the natural environment because of the high pH levels of the material, and the chemicals contained therein.

The following shall apply:

- No cement or concrete shall be permitted for this project.

- Failure to comply with the above points will have a severe impact on the Colony habitat and will be considered grounds for stopping works.

9.4. Environmental awareness training

The entire Contractor's staff shall attend an environmental training session, presented by the ECO and CapeNature site staff with the assistance of the Contractor. The Contractor shall liaise with the ECO prior to the commencement date to arrange a date and venue for the training. The Contractor shall ensure that all the employees attend the training session. The ECO shall ensure that all attendees sign an attendance register and shall provide the Engineer with a copy of the attendance register.

The contractor will ensure that follow-up training is conducted for any new employees coming onto Site. The ECO shall provide environmental education material. It is recommended that the contractor conduct refresher training in the Toolbox Talks at least weekly.

The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies.
- Basic penguin information and ecology including the importance of not disturbing the birds and how badly they can bite.
- How to adhere to working times, no-go areas and how to address penguins or any other animals (i.e. dassies, snakes, mongoose etc.) coming into working areas or the construction site camp i.e. call CapeNature staff should an animal need to be moved;
- The environmental impacts, actual or potential, of work activities.
- The environmental benefits of improved personal performance.
- "No-go" areas.
- Working Hours and Seasonal Requirements
- Roles and responsibilities in achieving conformance with this EMP.
- The potential consequences of departure from specified operating procedures.
- Worker conduct on-site (for example, but not limited to, no fires or no pets on-site).
- Corrective actions pertaining to non-conformance with this EMP.
- The mitigation measures required to be implemented when carrying out work activities.
- Spill clean-up management instructions (using spill kits).
- Firefighting measures (usage of fire extinguishers); and
- The importance of ensuring that no unauthorised persons gain access to the site.

10. CONSTRUCTION PHASE

10.1. Social consideration

The Contractor must minimise social impacts (e.g., nuisance factors) to visitors, onsite stakeholders and partners, and Stony Point residents related to the construction of the site through effective communications with the Client (CapeNature).

Construction personnel may not unnecessarily interact with Stony Point visitors, partners and residents hence all enquiries must be directed to the Client (in this case, Stony Point Office).

Stony Point property owners or property occupiers must be always treated with respect and courtesy. The Contractor to be cognisance of and respect the cultural lifestyles of Stony Point and Betty's Bay residents.

The Contractor must record and repair any damage that the construction works may cause to neighbouring properties. The ECO and the Client must be notified in writing of any incidents relating to the above.

10.2. Eating area

The Contractor shall provide adequate temporary shade within the construction site to ensure that site personnel do not move off site to eat.

The Contractor shall provide adequate weatherproof and scavenger proof refuse bins with lids to the satisfaction of the ECO. The bins must be emptied on a daily basis, or as required.

Fires for heating, cooking or disposal of any material will not be permitted. Heating and cooking may only be allowed on a gas cooker within a designated area of the site camp with the approval of the ECO/Engineer and CapeNature. No “braai” areas will be permitted within the site camp. Suitable firefighting equipment must be readily available.

10.3. Waste management

Waste refers to all waste, including liquid waste, domestic waste, hazardous waste and construction debris. The Contractor is responsible for the establishment of waste management system (which must consider recycling wherever possible) that is acceptable to the ECO.

The Contractor must minimise possible environmental damage through inappropriate waste management on site. The Contractor must ensure that the handling of waste is in accordance with the statutory requirements of the local authority by-laws and the NEM: Waste Act, No 59 of 2008, the National Waste Management Strategy (2011) and the requirements of CapeNature.

10.3.1. Solid waste management

The site shall be always kept neat and clean. The Contractor shall provide scavenger and weatherproof bins with lids at the site camp of sufficient number and capacity to store the solid waste generated daily. The lids shall be always kept firmly on the bins. Bins shall not be allowed to become overfull and shall be emptied daily. Waste from bins may be temporarily stored on Site in a central waste skip container that is weatherproof and scavenger-proof.

Bags should be used for waste being generated in working areas and removed daily along with all tools, material and equipment.

Waste minimisation activities must be practiced, if feasible, and a record maintained on site of all waste recycled and where necessary disposed of.

All solid waste shall be disposed of offsite at the nearest licensed landfill site. The Contractor shall retain all certificates of safe disposal on site (where relevant).

10.3.2. Wastewater management

Generation of wastewater is not anticipated, however if the Contractor wishes to set up a contaminated wastewater management system, a Method Statement in this regard must be submitted.

No wash bay for vehicles and machinery will be allowed on site. No contaminated water may be released on or off site. The Contractor shall notify the ECO immediately of any pollution incidents on Site. All wastewaters must be removed off-site to a licensed disposal facility.

10.3.3. Toilet and ablution facilities

No temporal or portable ablution facilities will be permitted on site. The Contractor personnel will be allowed to utilise on site public ablution facilities. Though the Contractor must ensure that all personnel are aware of and respect other users (including tourists), as these are public ablution facilities linked to tourism functions. Defecating or urinating anywhere in the Colony other than in the provided toilet facilities is strictly prohibited.

10.4. Stormwater

Most run-off will naturally disperse into the ocean, but where run-off is substantial from the construction site, it must be contained. Water muddied by the works should be pumped onto drums and removed off site. To ensure that any standing water and/ or run-off on or from the site is of acceptable quality, equipment which is soiled by varnish, turpentine, thinners etc. must be washed over leak-proof drums or buckets, which when full must be sealed and removed from site.

10.5. Fire safety

The Stony Point Reserve is in a fire prone area and classified as special management zone thus the principle of massive rapidly response must apply in the vent of fire. As such the Contractor must ensure compliance with the requirements of CapeNature Fire Management Policy and National Veld and Forest Fire Act, No.101 of 1998.

The following minimal measures must be implemented:

- The contractors must establish an emergency procedure (with contact numbers) to the satisfaction of the Client.
- The Contractor must appoint a fire safety officer or at least one person trained in fire safety and familiar with firefighting equipment who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed.
- Adequate basic firefighting equipment must be available on sites and be in good working order.
- Fire extinguishers must be strategically placed on sites.
- No open fires will be allowed on sites, apart from the designated.
- Hot works, like welding, gas cutting or cutting of metal activities will only be permitted inside the working areas and as such must be carefully managed.
- A designated smoking area must be allocated, clearly demarcated and signposted. Cigarette butts must be disposed of in designated containers. Strictly NO SMOKING shall be allowed in the colony.
- During the fire season, the Contractor will be forwarded of “RED” danger days and in these instances, no operating of petrol or diesel equipment will be permitted.

The Contractor must take all reasonable and active steps to avoid increasing the risk of fire through their activities on site. Any outbreak of fires that occur must be reported to both the Client (CapeNature duty phone: 082 783 8558 or 060 888 2646) and Overstrand Municipal Fire Brigade on: 028 312 2400 or 028 313 5042) immediately. The fire emergency contact numbers must be displayed on site.

10.6. Safety and First Aid

The Contractor must ensure compliance with the requirements of CapeNature relating to health and safety on a construction site and that of Occupational Health and Safety Act, No. 85 of 1993 to minimise any potential health and safety related incidents.

Contractors and Principal Agent shall always comply with the relevant statutory requirements including the OHS Act. At least one person trained as a health & safety rep and administering of first aid must be always present on site. A comprehensive site specific first aid kit must be always available on site.

10.7. Pollution Management

10.7.1. Air quality

The Contractor must ensure compliance with the requirements of CapeNature and that of National Environmental Management Air Quality Act, No. 39 of 2004 (NEMAQA).

Dust and wind-borne material arising from the works during windy periods has the potential to impact on the biophysical environment, in particular dust from vehicles traveling to and from the site, product arising during site preparations, and from wind-borne material from building material.

The Contractor must adopt the best practical environmental option to minimise the generation of dust as a result of construction activities to the satisfaction of the ECO. The Contractor shall be solely responsible for the control of dust arising from the Contractor's operations and for any costs against the Client for damages resulting from excessive dust.

If required, appropriate dust suppression measures shall be used when dust generation is unavoidable, e.g., straw, brush packs and chipping (as approved by CapeNature), particularly during prolonged dry periods in summer. Non-potable water must be utilised for dust suppression.

No loose material must be left on site from the end of November when no construction is permitted due to moulting and breeding seasons. A method statement is required to detail dust mitigation measures.

10.7.2. Water quality

The Contractor must ensure compliance with the requirements of the National Environmental Management: Integrated Coastal Management Act No. 24 of 2008 (NEM: ICM).

No dumping at sea and pollution in the coastal zone (including Colony) shall be permitted.

Site staff shall not be permitted to use any pools adjacent to or within the designated site for the purposes of bathing, washing of clothing, or for any construction or related activities.

10.7.3. Noise pollution

Noise generation is likely to be one of the biggest impacts at the site during the construction phase. Every attempt must be made to reduce noise levels and maintain appropriate directional and intensity settings to ensure minimum nuisance by the noise source.

The provisions of SANS 10103 (i.e., the measurement and rating of environmental noise with respect to annoyance and to speech communication) must be complied with.

The Contractor must use appropriate, modern equipment, which produces the least noise.

Any unavoidably noisy equipment (e.g., power generator) must be identified and located in an area where it has least impact.

The use of noise shielding screens should be considered by the project team as and when required.

No amplified music shall be allowed on site. The use of bluetooth speakers, tape recorders, compact disc players, etc. shall not be permitted. Handheld mobile radios may be used as a means of communication.

The Contractor shall not use sound amplification equipment on site unless for the purposes of site safety and communications and in emergency situations.

Construction activities and noise generating work must be confined to the hours stipulated in Section 8.2.

10.8. *Blasting /Demolitions/ Bolting/Drilling*

The Contractor must minimise the impacts associated with blasting, demolition, drilling and/ or bolting on site during construction.

In the event where blasting, demolition, drilling and/ or bolting is required, a Method statement must be provided for each case separately prior to commencement of such activity. The contractor must ensure that no pollution results from such activity, either as a result of oil and fuel drips, or from drilling fluid. The contractor must take all reasonable measures to limit dust generation as a result of such activities.

These activities will only take place via a competent and appropriately qualified and legally compliant Contractor.

The Contractor shall take all necessary precautions to prevent damage to special features in the Colony and the general environment, which includes the prevention of any fly rock.

Environmental damage caused by the above activities shall be repaired and/or rehabilitated at the Contractor's expense to the satisfaction of the Client and ECO. Careful sealing off of the site and surrounding area must be carried out to ensure that all personnel are removed from the site and its immediate surrounds.

Adequate notification and warning of such activities must be provided to all adjacent and/ or affected parties (including Stony Point residents). The ECO must be given a 24-hour notice before commencement of such activity.

10.9. *Hazardous substances management*

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances GN 1179 (1995) & the Occupational Health and Safety Act (No. 181 of 1993) used during construction shall be, when not in use, stored in the designated storage area. The relevant MSDS shall be available on site for all potentially hazardous substances stored.

The Contractor shall provide a Method Statement (accompanied by the relevant MSDS) detailing the hazardous substances / materials to be used, together with quantities, the designated storage areas, handling and disposal methods, as well as spill response plans/procedures of the potentially hazardous substances. The Method Statement shall be approved by the Principal Agent in consultation with the ECO.

Hydrocarbon (Petrol, Diesel, Oil)

Hydrocarbons contain harmful substances and are known to cause health problems and can easily have adverse effects on the environment (including ocean, colony etc). Hydrocarbon spills can move rapidly into the soil and quickly contaminate the receiving environment. In order to prevent pollution, it is important to use proper methods when handling, using, and storing diesel fuel, gasoline, kerosene, oil, or other petroleum products. An important potential environmental impact is oil spills from any oil filled equipment and machinery that may occur during construction activities. The following conditions and procedure shall apply:

- Vehicles must be checked for oil leaks prior to going on site.
- Drip trays must be used with any stationary oil filled equipment and all reasonable measures must be implemented to prevent and guard against potential oil or fuel spills.
- Care should be taken to prevent any potential oil spillage during upgrading activities (refer to the Standard for Oil spill Clean-up and Rehabilitation).
- The oil spill kit should be available on site at all times during the construction activities.
- The site must have a supply of absorbent material readily available to absorb any incidental emergency hydrocarbon spills, at least 200l. All contaminated soil shall be temporarily stored in a bunded area prior to disposal off-site at an approved landfill site.
- Contractor will be responsible for ensuring that spillages are cleaned immediately (using an ISO14001 accredited bioremedial agent or absorbent – Peat Sorb and Abzorbit hydrocarbon absorbent etc.), to the satisfaction of the ECO and the Client (CapeNature).
- The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks that will include isolating the spill area and notifying the Principal Agent, ECO and the Client.
- All spills should be reported to the ECO within 24 hours, indicating action taken to remedy the event and safe disposal certificates maintained for remedied spill. This must be included in the incidents and complaints register.
- Further, the Contractor will be liable for the costs incurred as a result of any fuel spillage clean-up operation. Oil spill supplies are available from the below companies or any other:

Company	Contact details
Drizit Environmental Pollution Clean-Up	(+27) 21 510 7010
Enretech	(+27) 21 683 1858
Pinelands Environmental Technology	(+27) 21 531 3749
EnviroServ Absorbent Distribution	(+27) 800 147 112

11. ECOLOGICAL CONSIDERATION

As Penguins may get trapped on boardwalk, discreet “escape hatches” at a few locations along the boardwalk must be allowed for during construction.

In areas where workers are required to stand and step outside the current boardwalk footprint to undertake work, prior demarcation in consultation with the ECO/Principal Agent and the Client must take place.

Where the alignment of the boardwalk does not correspond with existing boardwalk, care must be taken that the alignment does not interfere with nest sites and penguin highways.

No nest may be touched or moved. Nests must be demarcated if within 4m of construction areas in consultation with CapeNature. No worker may come within 2m of any nest.

Penguins and other birds may not be handled or touched.

Penguin highways/pathways may not be blocked or have obstacles placed in the way. CapeNature to assist in identifying these pathways to the Principal Agent, Contractor, and ECO.

No feeding of any animal or bird may take place.

11.1. Seasonal daily timing of construction activities

The Contractor is required to submit a Method Statement with a programme indicating how construction will be ordered and phasing to meet the following seasonal requirement:

- **September to 31 November 2023:** On-site construction activities should commence at 11am and workers should leave the site at 17:00pm.
- No construction activities should occur from 01 December 2023 until 31 March 2024.

To optimise the time available, workers, equipment and materials should arrive an hour before the time that they are allowed to enter the colony area and be ready to start construction activities at the allotted time. Preparation work may also take place at the construction site camp prior to these times.

11.2. Order of construction

Due to the restricted time periods that work can take place, construction should be phased as follows (**refer to Figure 3**):

- **Phase 1:** Construction should commence from Point A (end of boardwalk) to Point B.
- **Phase 2:** Construction from Point B to C may commence upon completion of Phase 1.
- **Phase 3:** Construction from Point C to D (end of boardwalk) may commence upon completion of Phase 2.
- Only 20-meter of the boardwalk section shall be temporarily fenced off at a time to allow for construction activities to take place starting from point A to Point D (**refer to figure 4**).
- The Contractor shall provide a Method Statement and programme indicating the phasing and order of construction.



Figure 3: Aerial mage showing the Stony Point boardwalk construction phases.



Figure 4: map showing the 317m distance of the Stony Point boardwalk with 20m subsections (white markers) to be temporal fenced during construction period.

11.3. Protection of Archaeological and Palaeontological Remains

If remains or artefacts are discovered during earthworks, work must cease immediately, and the Contractor is to inform the Principal Agent and ECO. The Employer must contact the relevant authority, which in this case is Heritage Western Cape (021 483 9682).

11.4. Erosion and sedimentation control

During construction the Contractor must protect areas susceptible to erosion by installing necessary temporary and permanent drainage works as soon as possible to prevent the scouring of slopes, banks, or other areas.

Any runnels or erosion channels developed during the construction period must be backfilled and compacted, and the areas restored to a reasonable condition.

The Contractor must take reasonable measures to control the erosive effects of stormwater runoff. The use of straw bales as filters placed across the flow of overland stormwater flows, can be used as erosion protection measures. Any site run-off must be contained within the site.

12. EMERGENCY PREPAREDNESS & RESPONSE

It is the responsibility of the contractor to assess the potential risks to the environment as a result of the project. As such, the contractor must have the necessary standard emergency operating procedures and relevant contacts details in place to deal with any potential emergency such as hydrocarbon spills and fires.

All staff should be made aware of the necessary basic emergency procedures in the event of an emergency including injuries to staff. The appropriate equipment and identified personnel to deal with such basic emergencies should be available on site.

Hazardous Material Spills: The Contractor must ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which must include notifying the ECO and the Client. Treatment and remediation of the spill areas must be undertaken to the reasonable satisfaction of the ECO and Local Authority.

13. POST CONSTRUCTION

13.1. Final site clearance

The Contractor shall ensure that all temporary structures, equipment, materials, waste and facilities used for construction activities are decommissioned and removed upon completion of the project (with exception of temporal fencing to be return the Client). The Contractor shall clear and clean the construction site to the satisfaction of the Principal Agent, CapeNature and ECO upon completion of the project.

All pollution associated with the boardwalk repairs activities must be removed/ cleaned/ rectified. All rubbles, refuse, debris, wash-off, hoarding, signage, machinery and the like must be removed, and the affected areas cleaned and restored thoroughly.

Surfaces (including boardwalk structure) are to be checked for waste products and cleared in a manner approved by the Principal Agent.

13.2. Rehabilitation

Any areas damaged or negatively affected by the construction activities (including access roads/route) must be rehabilitated immediately after construction activities (in some cases through re-planting of plants removed during site clearing where relevant). All areas where temporary fencing and/ or services were installed are to be rehabilitated to the satisfaction of the Principal Agent, ECO, and the Client.

Rehabilitation must be undertaken to the satisfaction of the ECO and the Client. Only once satisfactory rehabilitation is reached, will the ECO be permitted to sign the site off and allow for project closure, in consultation with the Client.

14. NON-COMPLIANCE OFFENCES AND PENALTIES/FINES

The Contractor shall comply with the environmental specifications and requirements on an on-going basis and any failure on his part to do so shall entitle the Principal Agent to impose a penalty/fine as stipulated (**Annexure 2**).

In the event of non-compliance, the following recommended process shall be followed:

- The Principal Agent shall issue a notice of non-compliance to the Contractor, stating the nature and magnitude of the contravention. A copy shall be provided to the ECO.
- The Contractor shall act to correct the non-conformance within 24 hours of receipt of the notice, or within a period that may be specified within the notice.
- The Contractor shall provide the Principal Agent with a written statement describing the actions to be taken to discontinue the non-conformance, the actions taken to mitigate its effects and the expected results of the actions. A copy shall be provided to the ECO.
- In the case of the Contractor failing to remedy the situation within the predetermined time frame, the Principal Agent shall impose a monetary penalty based on the conditions of contract.
- In the case of non-compliance giving rise to physical environmental damage or destruction, the Engineer shall be entitled to undertake such remedial works as may be required to make good such damage and to recover from the Contractor the full costs incurred in doing so.
- In the event of a dispute, difference of opinion, etc. between any parties in regard to or arising out of interpretation of the conditions of the EMP, disagreement regarding the implementation or method of implementation of conditions of the EMP, etc. any party shall be entitled to require that the issue be referred to specialists for determination; and
- The Principal Agent shall always have the right to stop work and/or certain activities on site in the case of noncompliance or failure to implement remediation measures.

15. ANNEXURE 1: ENVIRONMENTAL MANAGEMENT PROGRAMME AUDIT CHECKLIST

To be completed at each visit of the ECO

Stony Point Boardwalk repairs and maintenance Project			Date: _____		
Name of Auditor: _____			Construction Representative: _____		
	AUDIT QUESTION	YES	NO	ACTION	COMMENTS
Vegetation Management					
1	Have construction activities remained within the designated working areas?				
2	Are all construction materials stored in the appropriate designated area?				
3	Have all decommissioned materials been removed from site?				
4	Has only the demarcated access route been used and is any damage to roads evident as a consequence of construction?				
Oil Spills					
5	Are the necessary oil spill clean-up kits on site?				
6	Have any oil or diesel spills occurred on site?				
7	Were any oil spills been reported to the ECO within 24 hours of the spills occurring?				
8	Have oil spills been managed according to the Standard for Oil Spill Clean-Up and Rehabilitation – ESKASABTO?				

9	Is there a stock of oil remediation chemicals on site?				
Erosion					
10	Have any complaints been received from CapeNature staff regarding occurrence of damage or erosion on the roads or properties as a result of construction activities?				
11	Were any signs of erosion visible during the audit?				
Topsoil Management					
12	Has all topsoil been backfilled or levelled on site and have trenches been backfilled adequately?				
Fire Management					
13	Are the emergency numbers available on site?				
14	Have any incidents of veld fires occurred?				
15	Is there sufficient fire-fighting equipment on site?				
Water Management					
16	Have any incidents of soil or water pollution occurred?				
17	If yes, was report issued within 24hrs to the ECO and reserve manager and CapeNature?				
18	Was the incident investigated and recommendations implemented?				
19	Is there sufficient potable water available?				
20	Are there sufficient portable toilets available?				

Social Issues					
21	Were any public complaints registered and actioned?				
Waste Management					
22	Are there sufficient waste bins on site?				
23	Do the waste bin have lids to prevent waste from blowing off?				
24	Was litter or unmanaged refuse noted during site inspection?				
Use of cement and/or concrete					
25	Was any excess cement of concrete noted during the site inspection?				
26	Was there any evidence of site contamination by washing of cement or concrete equipment?				
Environmental Records					
27	Is a copy of EMP available on site?				

16. ANNEXURE 2: OFFENCES AND PENALTIES/FINES

	Description	Rand Value (incl. VAT)
A	Any persons, vehicles, plant, or thing related to the Contractors operations within the designated boundaries of a “No-Go” area	R 4,000
B	Any vehicle driving in excess of designated speed limits	R 500 – R 1,000
C	Any vehicle being driven, and items of plant or materials being parked or stored outside the demarcated boundaries of the site	R 5,000
D	Persons walking outside the demarcated (fenced) boundaries of the site	R 500
E	Persons collecting firewood outside the demarcated boundaries of the site	R 50
F	Persistent and un-repaired oil leaks from machinery. The use of inappropriate methods of refuelling such as the use of a funnel rather than a pump	R 3,000
G	A preventable significant hydrocarbon or hazardous spill	R 2,000 – R 5,000
H	Litter on site	R 1,000
I	Deliberate lighting of illegal fires on site	R 5,000
J	Dust or excessive noise on or emanating from site	R 1,000
ID	Description	Rand Value (incl. VAT)
K	Any person, vehicle, item of plant, or anything related to the Contractors operations causing a public nuisance	R 2,000
L	Staff not making use of toilet facilities but rather other areas of site	R 500
M	Improper storage of materials on site	R 1,500 - R 3,000
N	Failure to notify Engineer / ECO of activities or impacts that may affect the environment	R 2,000 - R 5,000
O	Any other contravention of an EMP specification or any condition of an environmental nature or instruction from Engineer.	Variable up to R 50,000