

Eastern Cape

PARKS & TOURISM AGENCY

BID NO. 12/FY/24

REFURBISHMENT OF KWAMADOLO STAFF ACCOMMODATION AT GREAT FISH RIVER NATURE RESERVE – SAM KNOTT (GRAHAMSTOWN SECTION)

This procurement is financed by P174097: South Africa Wildlife Conservation Bond Operation.

| | |
|-----------------------------|---|
| ADVERTISEMENT DATE: | 08 DECEMBER 2023 |
| COMPULSORY BRIEFING: | Date: 13 th December 2023 at 11H00am. Venue: Great Fish Nature Reserve (Sam Knot – Grahamstown Section) GPS Co- ordinates: Latitude - -33,13 42 4"S Longitude - 26°65'06"E |
| CLOSING DATE: | 23 January 2024 at 11H00AM |
| ADDRESS: | ECPTA Offices 17-25 Oxford Street, East London |
| BIDDER NAME: | |
| CSD NUMBER: | |
| CIDB CRS NUMBER: | |
| PRICE OFFER: | R |

URGENT FRAUD ALERT

CRIMINAL CALLS TARGETING BIDDERS
 NO PAY-OFFS TO SUBMIT OR SECURE TENDERS
 STAY VIGILANT - REPORT FRAUD
 *ECPTA will not ask any bidder for any monies



REPORT

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17 - 25 Oxford Street | East London | 5201 | P.O. Box 11235 | Southernwood | East London | 5213 | Tel. +27 (0) 43 492 0881 www.visiteasterncape.co.za



REQUEST FOR QUOTATIONS

BID NO. 12/FY/24

The Eastern Cape Parks and Tourism Agency (ECPTA) invites you to submit your quotation for carrying out the works as described herein. **This procurement is financed by P174097: South Africa Wildlife Conservation Bond Operation.** Any resulting award shall be subject to the conditions of Joint Buildings Contracts Committee (JBCC) Edition 6.2.

SECTION A: REQUEST FOR QUOTATION REQUIREMENTS

1) Description of Works and Location

Eastern Cape Parks & Tourism Agency invites quotations for Refurbishment of Kwamadolo Staff Accommodation at Great Fish River Nature Reserve (Sam Knott- Grahamstown Entrance).

It is a requirement of this quotation that only contractors registered with the Construction Industry Development Board (CIDB) are eligible to tender. It is estimated that tenderers should have a CIDB contractor grading designation of 2GB OR higher.

Bidders may tender on both bids i.e. (Bid 12/FY/24 and Bid 13/FY/24); however, no bidder will be awarded more than one bid from these clustered bids in line with the requirements of break-out procurement. In the event that a bidder submits a lowest acceptable price on more than one bid, a bidder will be requested to select only one bid in their order of preference.

The Site of Works is situated within the boundaries of the Great Fish River Nature Reserve, Eastern Cape.



2. Scope of Work

The scope of works involves rehabilitation and upgrading of existing structures at Kwa Madolo staff village. The proposed upgrade includes but not limited to the items below:

a) KwaMadolo Staff Accommodation units (4 Building structures)

See attached BoQ for quantities:

- Removal and replacement of doors and frames including new ironmongery
- Removal and replacement of kitchen cupboards (carpentry and joinery)
- Repairs of structural damages to walls and floors,
- Removal and replacement of tiles,
- Plastering and painting of internal walls.
- Repairs and replacement of broken rafters, purlin, trusses, barge boards
- Removal and replacement of pipes, gutters including fittings and making good.
- Attend to roof leaks.
- Replacement of broken ceiling and partitions
- Upgrading of the electrical connections inside the buildings, including issuing of COC
- Plumbing works for both water supply and sewer disposal
- Replacement of shower doors and windowpanes
- Provision of rainwater tanks, including installation of tanks with filtration and purification.
- Upgrading of septic tanks and connection.
- Alternative energy solution for hot water, lighting, and appliances.
- Address all Occupational Health and Safety (OHS) compliances.

NB: The BoQ is provisional and subject to re-measurement upon appointment of a contractor.



3. Evaluation Criteria

This procurement is financed by P174097: South Africa Wildlife Conservation Bond Operation and this bid document refers to applicable sections of the World Bank Procurement Regulation.

Quotations would be screened for responsiveness and compliance as follows:

- i. Compliance Requirements: – Technical Specification; and
- ii. Financial Evaluation: – Price
- iii. Risk Assessments

Quotations that are responsive, qualified, and technically compliant will be ranked according to Price. Award of Contract will be made to the lowest acceptable price by the issue of a Purchase Order and/or signing of Contract Agreement.

National Treasury Practice Note 3 of 2005 states that “if a project or commodity is fully financed by means of grant in accordance with technical assistance agreement which prescribes that the funds must be utilized in accordance with the donor’s own procurement procedures, no approval is required by the spending agency from the Minister for exemption from the prescripts of the PPPFA and its associated regulations”

Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed below. Failure to comply with any of the requirements listed below will result in immediate rejection of the bid.

- a) **Compulsory Briefing:** Bidders must attend the compulsory briefing meeting on site.
- b) **CIDB:** Bidders must be registered with the Construction Industry Development Board (CIDB) with a contractor grading designation equal to **2GB or Higher**.
- c) **Company Experience:** Bidders **MUST** provide evidence of completion of at least two (2) General Building projects (GB). Proof will be accepted in the following documents **ONLY**:
 - I. Practical Completion certificates, or
 - II. Completion Certificate or



III. Reference Forms attached on page 32 of this bid document.

Only completed projects with a rand value of **R300,000.00** and above will be considered for evaluation.

- d) **Electrical Contractor's certificate:** Bidders must submit a copy of Electrical contractor's certificate issued by the Department of Labour in the name of the specialist or tendering enterprise or in the name of the proposed electrician.
- e) **Team Capability:** Bidders must submit both the CV's and copies of qualifications/certificates of the resources listed below. **Failure to submit both the CV's and copied qualifications/certificates will lead to immediate rejection of the bid.**

| Resources | Qualifications | No of years' Experience |
|--------------|---|-------------------------|
| Site Agent | <ul style="list-style-type: none"> National Diploma – Engineering: Civil or higher, or National Diploma: Building or higher | Minimum 5 years |
| Site Foreman | N/A | Minimum 8 years |
| Electrician | Trade test with Department of labour | Minimum 5 years |
| Plumber | Trade test with Department of labour | Minimum 5 years |

NB: Failure to comply with any of the above requirements will lead to immediate rejection of the bid.

Stage 2: Price Evaluation

Preferential Procurement Regulations are not applicable to this bid. Bidders are **NOT** required to submit B-BBEE Status Level Certificate or any documents for claiming specific goals/preferential points.



Quotations that are responsive, qualified, and technically compliant will be ranked according to Price ONLY. Award of Contract will be made to the lowest acceptable price by the issue of a letter of award and signing of Contract Agreement.

Stage 3: Risk Assessments

In addition to the evaluation of responsiveness, a risk analysis will be performed on the tenderers having the lowest acceptable price to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

- a) Unduly high or unduly low tendered rates or amounts in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the rates entered in the Bill of Quantities are reasonable and balanced. Bids may be disqualified if Tendered rates are found to be distorted. Such evaluation will include "Rate Only" items;

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

4) Terms and Conditions

This procurement is financed by World Bank- P174097: South African Wildlife Conservation Bond Operation and as such the following Fraud and Corruption Clauses are applicable.

- o The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- o In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal



submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

- Bidders must be registered with the National Treasury Central Supplier Database (CSD)
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of 90 days.
- A JBCC contract shall be signed with the successful service provider.
- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process
- According to the best value for money and available budget, ECPTA may decide to award only part of the work to the successful service provider that gives the best price.
- The service provider may not assign or subcontract any part of the order without the written consent of the ECPTA.
- All goods or services purchased will be subjected to inspection by ECPTA management.
- In the event that the supplier fails to complete the render the service to acceptable standards, ECPTA retains the right to take which ever steps necessary to alleviate the situation. This may include the involvement of other service providers and the service provider will not have any claim resulting from the actions taken by ECPTA.
- An official order will be issued before commencement of works. No work shall be undertaken without an official order.



5) Fraud and Corruption clause to be included in the RFQ (for Bank financed Projects contracts)

- 5.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 5.2. In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- 5.3) Currency of Quotation South African Rands (ZAR)
- 5.4) Works are to commence by: one (1) week from date of order.
- 5.5) Works to be completed by: three (3) months from date of order.
- 5.6) Quotations must be valid for 90 days from the RETURN BY DATE given below.
- 5.7) Quotations and supporting documents as specified in Section B must be clearly marked with the Procurement Number given above and must indicate acceptance of the stated terms and conditions.
- 5.8) Quotations must be received, in sealed envelopes no later than: 11h00 on 23 January 2024
- 5.9) Compulsory site visit will be held on the 13th of December 2023 at 11h00, Great Fish River Nature Reserve, Sam Knott (Grahamstown Section), GPS Co-ordinates: Latitude - -33,13 42 4"S Longitude - 26°65'06"E.
- 5.10) Quotations must be returned to: the Tender Box (Reception Area) Eastern Cape Parks & Tourism Agency, No 17-25 Oxford Street, Corner Oxford & Fleet Street, East London
- 5.11) The attached Bill of Quantities (BoQ) details the works to be performed.
- 5.12) Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works. The whole cost of performing the works shall be included



in the items stated and the cost of any incidental works shall be deemed to be included in the prices quoted.

5.13) Quotations that are responsive, qualified and technically compliant will be ranked according to price. Award of Contract will be made to the lowest priced quotation by the issue of a Purchase Order.

5.14) Payments will be made in accordance with any resulting order within thirty (30) days of receipt of an invoice supported by a certificate of satisfactory completion signed by Project Manager.

Signed: Name:.....

Title/Position:.....

For and on behalf of the Purchaser Your quotation is to be returned on this Form by completing and returning Sections B, C and D including any other information and certification as stated within this RFQ.

SECTION B: QUOTATION DETAILS

- 1) Currency of Quotation:
- 2) Works will commence within days/weeks from date of Purchase Order.
- 3) Works will be completed by days/weeks/months from date of Purchase Order
- 4) Validity period of this quotation is 90 days from the Return by Date.
- 5) We enclose the following document(s) as required by the Purchaser:

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



6) We confirm that our quotation is subject to the JBCC Conditions of Contract and is based on the terms and conditions stated in your Request for Quotation referenced above.

7) We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Quotation Authorised by:

Signature:.....Name:

Title/Position:..... Date:.....

Authorised for and on behalf of (Company name):

..... Registered

Address:

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



BILL OF QUANTITIES



EASTERN CAPE PARKS TOURISM AGENCIES
 REFURISHMENT AND UPGRADING OF FACILITIES AT GREAT FISH RIVER NATURE RESERVE - KWAMADOLO

| DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|--|------|----------|------|--------|
| BILL No. 1 | | | 0 | |
| PRELIMINARIES | | | 0 | |
| (CPAP Work Group No. 190 Unless Otherwise Stated) | | | 0 | |
| MEANING OF TERMS "TENDER / TENDERER" | | | 0 | |
| Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder" | | | 0 | |
| PRELIMINARIES | | | 0 | |
| The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked, "N/A" signifying "Not Applicable". | | | 0 | |
| The Contract Data C1.2 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Preliminaries | | | 0 | |
| PRICING OF PRELIMINARIES | | | 0 | |
| Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item | | | 0 | |
| Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities. | | | 0 | |
| SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT | | | 0 | |
| DEFINITIONS | | | 0 | |
| A1.0DEFINITIONS AND INTERPRETATION | | | 0 | |
| Clause 1.0 | | | 0 | |
| Clause 1.1 Definition of "Commencement Date" is added: | | | 0 | |
| "COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect | | | 0 | |
| Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following: | | | 0 | |
| "CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule | | | 0 | |
| Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following: | | | 0 | |

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| <p>"CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion</p> | | 0 | | |
| <p>Clause 1.1 Definition of "Corrupt Practice" is added:</p> | | 0 | | |
| <p>"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> | | 0 | | |
| <p>Clause 1.1 Definition of "Fraudulent Practice" is added:</p> | | 0 | | |
| <p>"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition</p> | | 0 | | |
| <p>Clause 1.1 Definition of "Interest" is amended by replacing it with the following:</p> | | 0 | | |
| <p>"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No.1 of 1999).</p> | | 0 | | |
| <p>Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:</p> | | 0 | | |
| <p>"PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p> | | 0 | | |
| <p>Clause 1.1 Definition of "Security" is amended by replacing it with the following:</p> | | 0 | | |
| <p>"SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss</p> | | 0 | | |
| <p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"</p> | | 0 | | |
| <p>Clause 1.6.4 is amended by replacing it with the following:</p> | | 0 | | |

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|--|------|---|--|--|
| No clause | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| OBJECTIVE AND PREPARATION | | 0 | | |
| A2.OFFER, ACCEPTANCE AND PERFORMANCE | Item | 0 | | |
| Clause 2.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A5.EMPLOYER'S AGENTS | Item | 0 | | |
| Clause 5.0 | | | | |
| Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A6.SITE REPRESENTATIVE | Item | 1 | | |
| Clause 6.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A7.COMPLIANCE WITH REGULATIONS | Item | 0 | | |
| Clause 7.0 | | | | |
| Note: A separate clause has been included in Section C : Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety | | | | |

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|---|------|--|---|--|
| Specification | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A8.0WORKS RISK | Item | | 0 | |
| Clause 8.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A9.0INDEMNITIES | Item | | 0 | |
| Clause 9.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A10.0WORKS INSURANCES | | | 0 | |
| Clause 10.0 | | | | |
| Clause 10.0 is amended by the addition of the following clauses: | | | | |
| 10.5 Damage to the Works | | | 0 | |
| (a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary | | | | |
| (b)The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to | | | 0 | |

| | | | | |
|--|--|--|---|--|
| rebuild, restore, replace and/or repair the works | | | | |
| (c)The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6 | | | 0 | |
| (d)Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof | | | 0 | |
| 10.6 Injury to Persons or loss of or damage to Properties | | | 0 | |
| (a)The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable | | | 0 | |
| (b)The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable | | | 0 | |
| (c)The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor | | | 0 | |
| (d)The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion | | | 0 | |
| (e)Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures | | | 0 | |

to be altered or added to, the contractor shall obtain adequately insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed

(f)The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works

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10.7 High risk insurance

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In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

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The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs

0

10.7.2 Injury to persons or loss of or damage to property

0

The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding

0

consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so

10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole

Fixed: _____ Value related: _____ Time related: _____

A11.0 LIABILITY INSURANCES

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____

A12.0 EFFECTING INSURANCES

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____

A13.0 No clause

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|------|--|--|---|--|
| | | | | |
| | | | 0 | |
| Item | | | 0 | |
| Item | | | 0 | |
| Item | | | 0 | |
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| A14.0SECURITY | | 0 | |
| Clause 14.0 | | | |
| Clause 14.1 is amended by replacing them with the following: | | | |
| 14.1 The employer shall choose the security to be provided. The contractor shall provide the security required or chosen by the employee in the contract data C1.2.3. | | 0 | |
| Clause 14.4.1 is amended by replacing it with the following: | Item | 0 | |
| "equal to 10 per cent (10%) of the contract sum". | | | |
| EXECUTION | | 0 | |
| A15.0PREPARATION FOR AND EXECUTION OF THE WORKS | | 0 | |
| Clause 15.0 | | | |
| Clause 15.1.1 is amended by replacing it with: | | | |
| No Clause | | | |
| Clause 15.1 is amended by the addition of the following clause: | | 0 | |
| 15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date | | | |
| Clause 15.2.1 is amended by replacing it with the following clause: | Item | 0 | |
| Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4 | Item | 0 | |

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|--|------|--|---|--|
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A16.0ACCESS TO THE WORKS | Item | | 0 | |
| Clause 16.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A18.0SETTING OUT OF THE WORKS | Item | | 0 | |
| Clause 18.0 | | | | |
| Fixed: <u>100%</u> Value related: _____ Time related: _____ | | | | |
| A20.0NOMINATED SUB-CONTRACTORS | Item | | 0 | |
| Clause 20.0 | | | | |
| Clause 20.1.3 is amended by replacing it with the following: | | | | |
| No Clause | | | | |
| Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A21.0SELECTED SUBCONTRACTORS | Item | | 0 | |
| Clause 21.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |

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|--|------|---|--|--|
| A22.0EMPLOYER'S DIRECT CONTRACTORS | Item | 0 | | |
| Clause 22.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A23.0CONTRACTOR'S DOMESTIC SUBCONTRACTORS | Item | 0 | | |
| Clause 23.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| COMPLETION | | 0 | | |
| A24.0PRACTICAL COMPLETION | Item | 0 | | |
| Clause 24.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A25.0WORKS COMPLETION | Item | 0 | | |
| Clause 25.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A26.0FINAL COMPLETION | Item | 0 | | |
| Clause 26.0 | | | | |
| Clause 26.1.2 is amended by inserting "#" next to 26.1.2 | | | | |

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| | | | | |
|---|------|--|---|--|
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A27.0LATENT DEFECTS LIABILITY PERIOD | Item | | 0 | |
| Clause 27.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A28.0SECTIONAL COMPLETION | Item | | 0 | |
| Clause 28.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A29.0REVISION OF DATE FOR PRACTICAL COMPLETION | Item | | 0 | |
| Clause 29.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A30.0PENALTY FOR NON-COMPLETION | Item | | 0 | |
| Clause 30.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| PAYMENT | | | 0 | |
| A31.0INTERIM PAYMENT TO THE CONTRACTOR | | | 0 | |
| Clause 31.0 | | | | |

Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

A32.0ADJUSTMENT TO THE CONTRACT VALUE

Item

0

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the contractor"

Fixed: _____ Value related: _____ Time related: _____

A33.0RECOVERY OF EXPENSE AND LOSS

0

Clause 33.0

Fixed: _____ Value related: _____ Time related: _____

Item

0

A34.0 FINAL ACCOUNT AND FINAL PAYMENT

Item

0

Clause 34.0

Clause 34.2 is amended by inserting "#" next to 34.2

Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"

Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days".

Fixed: _____ Value related: _____ Time related: _____

| | | | | |
|--|------|---|--|--|
| A35.0PAYMENT TO OTHER PARTIES | Item | 0 | | |
| Clause 35.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| CANCELLATION | | | | |
| A36.0CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT | | 0 | | |
| Clause 36.0 | | | | |
| Clause 36.1 is amended by the addition of the following clauses: | | | | |
| 36.1.3 refuses or neglects to comply strictly with any of the conditions of contract | | | | |
| 36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa | | | | |
| 36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract | | | | |
| Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer" | | | | |
| Clause 36.0 is amended by the addition of the following clause: | | | | |
| 36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever | Item | 0 | | |

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| | | | | |
|--|------|--|---|--|
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE | | | 0 | |
| Clause 37.0 | | | | |
| Clause 37.0 is amended by the addition of the following clause: | Item | | 0 | |
| 37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A38.0 CANCELLATION BY CONTRACTOR - EMPLOYERS DEFAULT | | | 0 | |
| Clause 38.0 | | | | |
| Clause 38.0 is amended by the addition of the following clause: | | | | |
| 38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever | Item | | 0 | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| A39.0 CANCELLATION - CESSATION OF THE WORKS | Item | | 0 | |

| | | | | |
|---|------|--|---|--|
| Clause 39.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| DISPUTE | | | 0 | |
| A40.0DISPUTE SETTLEMENT | Item | | 0 | |
| Clause 40.0 | | | | |
| Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years" | | | | |
| Clause 40.6 is amended by removing the reference to: | | | | |
| No clause | | | | |
| Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: | | | | |
| Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| SUBSTITUTE PROVISIONS | | | 0 | |
| A41.0STATE CLAUSES | Item | | 0 | |
| Clause 41.0 | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| CONTRACT VARIABLES | | | 0 | |
| THE SCHEDULE (C1.2 CONTRACT DATA) | | | 0 | |

| | | | | |
|--|-------------|----------|--|--|
| <p>A42.0PRE-TENDER INFORMATION</p> | <p>Item</p> | <p>0</p> | | |
| <p>Clause 42.0</p> | | | | |
| <p>Tenderers are referred to the document C1.2 Contract Data for variables pertaining to this contract</p> | | | | |
| <p>Fixed: _____ Value related: _____ Time related: _____</p> | | | | |
| <p>SECTION B: JBCC PRELIMINARIES</p> | | <p>0</p> | | |
| <p>B1.0DEFINITIONS AND INTERPRETATION</p> | <p>Item</p> | <p>0</p> | | |
| <p>B1.1Definitions and interpretation</p> | <p>Item</p> | <p>0</p> | | |
| <p>See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section</p> | | | | |
| <p>Fixed: _____ Value related: _____ Time related: _____</p> | | | | |
| <p>B2.0DOCUMENTS</p> | <p>Item</p> | <p>0</p> | | |
| <p>B2.1Checking of documents</p> | <p>Item</p> | <p>0</p> | | |
| <p>Fixed: _____ Value related: _____ Time related: _____</p> | | | | |
| <p>B2.2Provisional bills of quantities</p> | <p>Item</p> | <p>0</p> | | |
| <p>Fixed: _____ Value related: _____ Time related: _____</p> | | | | |
| <p>B2.3Availability of construction documentation</p> | <p>Item</p> | <p>0</p> | | |
| <p>Fixed: _____ Value related: _____ Time related: _____</p> | | | | |

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| | | | | |
|--|-------------|----------|--|--|
| <p>B2.4 Interests of agents</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |
| <p>B2.5 Priced documents</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |
| <p>B2.6 Tender submission</p> <p>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |
| <p>B3.0 THE SITE</p> | <p>Item</p> | <p>0</p> | | |
| <p>B3.1 Defined works area</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |
| <p>B3.2 Geotechnical investigation</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |
| <p>B3.3 Inspection of the site</p> <p>Tenderers shall complete the Site Inspection Certificate included in the tender documents and return the same with the tender submission.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |

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| | | | | |
|---|------|---|--|--|
| B3.4 Existing premises occupied | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B3.5 Previous work - dimensional accuracy | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B3.6 Previous work - defects | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B3.7 Services - known | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B3.8 Services - unknown | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B3.9 Protection of trees | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B3.10 Articles of value | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B3.11 Inspection of adjoining properties | Item | 0 | | |

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| | | | | |
|--|------|---|--|--|
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B4.0MANAGEMENT OF CONTRACT | Item | 0 | | |
| B4.1Management of the works | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B4.2Programme for the works | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B4.3Progress meetings | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B4.4Technical meetings | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B4.5Labour and plant records | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B5.0SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS | Item | 0 | | |
| B5.1Samples of materials | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |

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| | | | | |
|--|-------------|----------|--|--|
| <p>B5.2 Workmanship samples</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |
| <p>B5.3 Shop drawings</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |
| <p>B5.4 Compliance with manufacturers' instructions</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |
| <p>B6.0 TEMPORARY WORKS AND PLANT</p> <p>B6.1 Deposits and fees</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |
| <p>B6.2 Enclosure of the works</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |
| <p>B6.3 Advertising</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |
| <p>B6.4 Plant, equipment, sheds and offices</p> <p>Fixed: <u>33.33%</u> Value related: <u>66.67%</u> Time related: _____</p> | <p>Item</p> | <p>0</p> | | |

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| | | | | |
|---|------|---|--|--|
| B6.5Main notice board | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B6.6Subcontractors' notice board | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B7.0TEMPORARY SERVICES | Item | 0 | | |
| B7.1Location | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B7.2Water | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: __100%_____ | | | | |
| B7.3Electricity | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: __100%_____ | | | | |
| B7.4Telecommunication facilities | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B7.5Ablution facilities | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B8.0PRIME COST AMOUNTS | Item | 0 | | |

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| | | | | |
|---|------|---|--|--|
| B8.1Responsibility for prime cost amounts | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B9.0ATTENDANCE ON N/S SUBCONTRACTORS | Item | 0 | | |
| B9.1General attendance | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B9.2Special attendance | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B9.3Commissioning - fuel, water and electricity | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B10.0FINANCIAL ASPECTS | Item | 0 | | |
| B10.1Statutory taxes, duties and levies | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B10.2Payment for preliminaries | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B10.3Adjustment of preliminaries | Item | 0 | | |

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| | | | | |
|--|------|---|--|--|
| Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document" | | | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B10.4 Payment certificate cash flow | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B11.0 GENERAL | Item | 0 | | |
| B11.1 Protection of the works | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B11.2 Protection / isolation of existing / sectionally occupied works | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B11.3 Security of the works | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: <u>100%</u> | | | | |
| B11.4 Notice before covering work | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B11.5 Disturbance | Item | 0 | | |
| Fixed: _____ Value related: _____ Time | | | | |

| | | | | |
|---|------|---|--|--|
| related: _____ | | | | |
| B11.6 Environmental disturbance | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B11.7 Works cleaning and clearing | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B11.8 Vermin | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B11.9 Overhand work | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B11.10 Instruction manuals and guarantees | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B11.11 As built information | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B11.12 Tenant installations | Item | 0 | | |
| Fixed: _____ Value related: _____ Time related: _____ | | | | |
| B12.0 SCHEDULE OF VARIABLES | Item | 0 | | |

| | | | | |
|--|-------------|----------|--|--|
| <p>B12.1 Schedule of variables</p> | <p>Item</p> | <p>0</p> | | |
| <p>Fixed: _____ Value related: _____ Time related: _____</p> | | | | |
| <p>This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries.</p> | | <p>0</p> | | |
| <p>Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p> | | <p>0</p> | | |
| <p>12.1 PRE-TENDER INFORMATION</p> | | <p>0</p> | | |
| <p>12.1.1 Provisional Bills of Quantities</p> <p>[2.2] The quantities are provisional</p> <p>YES</p> | | <p>0</p> | | |
| <p>12.1.2 Availability of construction documentation</p> <p>[2.3] Construction documentation is complete</p> <p>YES</p> | | <p>0</p> | | |
| <p>12.1.3 Interest of agents</p> <p>[2.4] Details:</p> <p>NIL</p> | | <p>0</p> | | |
| <p>12.1.4 Defined works area</p> <p>[3.1] Details:</p> <p>The work area will be pointed out by the principal agent to the contractor who will sign written acknowledgement therefore before commencing operations.</p> | | <p>0</p> | | |
| <p>12.1.5 Geotechnical investigation</p> | | <p>0</p> | | |

| | | | | |
|--|--|--|---|--|
| <p>[3.2]Details:</p> <p>Trail holes, soils investigation, etc have been carried out.</p> | | | | |
| <p>12.1.6Existing premises occupied</p> | | | 0 | |
| <p>[3.4]Specific requirements:</p> <p>The premises will be in use and occupied during the course of this contract. The contractor shall execute the works in such a manner as will least interfere with the general routine of the occupants of the premises and shall minimise any nuisance from dust, noise or other causes.</p> | | | | |
| <p>12.1.7Previous work - dimensional accuracy</p> | | | 0 | |
| <p>[3.5]Details:</p> <p>N/A</p> | | | | |
| <p>12.1.8Previous work - defects</p> | | | 0 | |
| <p>[3.6]Details:</p> <p>N/A</p> | | | | |
| <p>12.1.9.Services - known</p> | | | 0 | |
| <p>[3.7]Details:</p> <p>Should the contractor encounter any existing services such as underground cables, pipes or sewer during the execution of the works he shall notify the principal agent immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the principal agent.</p> | | | | |
| <p>12.1.10Protection of trees</p> | | | 0 | |
| <p>[3.9]Specific requirements:</p> <p>Only those trees and shrubs indicated as such on the drawings shall be removed or cut down. The remainder of the trees and shrubs shall be left undamaged.</p> | | | | |
| <p>12.1.11Inspection of adjoining properties</p> | | | 0 | |
| <p>[3.11]Specific requirements:</p> <p>N/A</p> | | | | |

| | | | | | |
|---|--|---|--|--|--|
| 12.1.12 Enclosure of the works | | 0 | | | |
| [6.2] Specific requirements: | | | | | |
| The contractor shall enclose the areas of work and mark areas with danger tape. | | | | | |
| 12.1.13 Offices | | 0 | | | |
| [6.4.3] Specific requirements: | | | | | |
| See Scope of Works C3.1, Project Specification, item 4.14.3 | | | | | |
| 12.1.14 Main notice board | | 0 | | | |
| [6.5] Specific requirements: | | | | | |
| See Scope of Works C3.1, Project Specification, item 4.14.6 | | | | | |
| 12.1.15 Subcontractors' notice board | | 0 | | | |
| [6.6] A notice board is required | | | | | |
| NO | | | | | |
| Specific requirements: | | | | | |
| 12.1.16 Water | | 0 | | | |
| [7.2] Option A (by contractor) | | | | | |
| YES | | | | | |
| Option B (by employer - free of charge) | | | | | |
| NO | | | | | |
| Option C (by employer - metered) | | | | | |
| NO | | | | | |
| 12.1.17 Electricity | | 0 | | | |
| [7.3] Option A (by contractor) | | | | | |
| YES | | | | | |
| Option B (by employer - free of charge) | | | | | |
| NO | | | | | |
| Option C (by employer - metered) | | | | | |
| NO | | | | | |

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| | | | | |
|--|--|---|--|--|
| 12.1.18 Telecommunications | | 0 | | |
| [7.4] Telephone | | | | |
| YES | | | | |
| Facsimile | | | | |
| YES | | | | |
| E-mail | | | | |
| YES | | | | |
| 12.1.19 Ablution facilities | | 0 | | |
| [7.5] Option A (by contractor) | | | | |
| YES | | | | |
| Option B (by employer) | | | | |
| NO | | | | |
| 12.1.20 Protection of existing/sectionally occupied works | | 0 | | |
| [11.2] Protection is required | | | | |
| YES | | | | |
| 12.1.21 Special attendance | | 0 | | |
| [9.2] Subcontractor (1) details: | | | | |
| Subcontractor (2) details: | | | | |
| Subcontractor (3) details: | | | | |
| Subcontractor (4) details: | | | | |
| 12.1.22 Protection of works | | 0 | | |
| [11.1] Specific requirements: | | | | |
| N/A | | | | |
| 12.1.23 Disturbance | | 0 | | |
| [11.5] Specific requirements: | | | | |
| The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall | | | | |

provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent

12.1.24 Environmental disturbance

0

[11.6] Specific requirements:

NONE

12.2 POST-TENDER INFORMATION

0

12.2.1 Payment of preliminaries

0

[10.2] Option A (prorated)

YES/NO

Option B (calculated)

YES/NO

12.2.2 Adjustment of preliminaries

0

[10.3] Option A (three categories)

YES/NO

Option B (detailed breakdown)

YES/NO

12.2.3 Additional agreed preliminaries items

0

Details:

SECTION C: SPECIFIC PRELIMINARIES

0

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

0

C1 CONTRACT DRAWINGS

Item

0

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed.

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent.

Fixed: _____ Value related: _____ Time related: _____

C2 GENERAL PREAMBLES

Item

0

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines")

and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used

Fixed: _____ Value related: _____ Time related: _____

C3 TRADE NAMES

Item

0

Wherever a trade name for any product has been described in the bills of quantities, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders.

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for.

Fixed: _____ Value related: _____ Time related: _____

C4 IMPORTED MATERIALS AND EQUIPMENT

Item

0

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer).

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions.

Fixed: _____ Value related: _____ Time related: _____

C5 CONTRACT INSTRUCTIONS

Item 0

Contract instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the Contractor.

Fixed: _____ Value related: _____ Time related: _____

C6 SITE LEVELS

Item 0

Before commencement of the works the Contractor shall carry out and provide the Principal Agent for approval a survey of the existing site levels in sufficient detail to enable the preparation of a final account.

Fixed: _____ Value related: _____ Time related: _____

C7 UNAUTHORISED PERSONS ON SITE

Item 0

The Contractor shall not permit unauthorised persons onto and workmen to lodge on the site.

Fixed: _____ Value related: _____ Time related: _____

C8 PLANT AND LABOUR RECORD

Item 0

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day and the number, type and capacity of all plant, excluding hand tools, currently used on the works.

Fixed: _____ Value related: _____ Time related: _____

C9 USE OF LOCAL LABOUR FROM THE EMPLOYER'S AREA OF OPERATION

Item

0

It is a requirement of the contract that the work be executed in such a manner as to maximise the use of local labour in order to provide the local community with employment opportunities. It is a specific requirement of this tender that the successful tenderer employs, in consultation with the Employer's representative, unemployed persons from the ranks of the local communities and the immediate surroundings, who possess the appropriate skills required for a contract of this nature.

#NAME?

Employer' representative will establish, a database of unemployed persons, indicating their specialised training, previous experience and employment, etc. The successful tenderer will be required to directly employ suitable persons recruited from the employer's database and ensure that all legislative requirements regarding their employment are complied with and provide the Employer with the necessary documentary proof, if required.

#NAME?

detailed to enable the Employer's representative to monitor the achievement of the required local labour.

#NAME?

that the required standard of workmanship is maintained.

#NAME?

workers contracted for this project shall be as stated in the latest published regulations from the Department of Labour.

Fixed: _____ Value related: _____ Time related: _____

C10 COMMUNITY LIASON OFFICER

Item

0

It is a requirement of this Contract that a Community Liaison Officer (CLO) be appointed for the contract. The function of the CLO shall be to represent the local community in matters concerning the use of local labour on the works and to assist

with and facilitate communication between the Contractor, the Employer and the local communities. It must be noted that the date of commencement of temporary employment of the CLO shall be no later than the date of commencement of the Contract. The identification of the approved CLO to be appointed by the Contractor under the Contract shall be resolved by the Contractor and the particular Ward Councillors in collaboration with the Local Communities.

It will be required, therefore, that the successful Tenderer (i.e. the Contractor) enter into a contract for the employment of the above-mentioned CLO. The Contract must set out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO, etc. The said contract will be between the Contractor and the CLO.

A separate item, subject to re-measurement, has been scheduled in - Provisional Sums - to cover the direct costs associated with the CLO. The sum allowed is not to be exceeded.

Fixed: _____ Value related: _____ Time related: 100% _____

C11 GUARANTEES

Item

0

Where guarantees are called for, the Contractor shall obtain a written guarantee, addressed to the Employer, from the firm supplying the materials and/or doing the work and shall deliver same to the Principal Agent no later than the works completion date. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the final completion dated and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the Principal Agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the Contractor. The Principal Agent shall be the sole judge of the cause responsible for defect of the works and his decision shall be final and binding in terms of clause 40.2 of the agreement.

Fixed: 100% _____ Value related: _____ Time related: _____

C12 WARRANTIES FOR MATERIAL AND WORKMANSHIP

Item

0

Where warranties for materials and/or workmanship are called for, the Contractor shall obtain a written warranty, addressed to the Employer, from the firm supplying the materials and/or

doing the work and shall deliver same to the Principal Agent on the certified practical completion of the contract The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the Contractor.

Fixed: _____ Value related: _____ Time related: _____

C13 OVERTIME

Item

0

Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Principal Agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the Employer.

Fixed: _____ Value related: _____ Time related: _____

C14 CO-OPERATION OF CONTRACTOR FOR COST MANAGEMENT

Item

0

It is specifically agreed that the Contractor accepts the obligation of assisting the agents in implementing proper cost management on this project. The Contractor will be advised by the Principal Agent of all cost management procedures which will be implemented to ensure that the final account does not exceed the budget.

Fixed: ____16.67%____ Value related: _____
 Time related: ____83.33%____

C15HIV/AIDS AWARENESS

0

It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under

this Section of the bills of quantities. Provision for pricing of HIV/AIDS awareness is made under items C15.1 to C15.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

C15.1 AWARENESS CHAMPION

Item 0

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

C15.2 AWARENESS WORKSHOPS

Item 0

Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification.

Fixed: _____ Value related: _____ Time related: _____

C15.3 POSTERS, BOOKLETS, VIDEOS, ETC.

Item 0

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification.

Fixed: _____ Value related: _____ Time related: _____

C15.4 ACCESS TO CONDOMS

Item 0

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

C15.5 MONITORING

Item 0

| | | | | |
|--|-------------|----------|--|--|
| <p>Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>C16 OCCUPATIONAL HEALTH AND SAFETY ACT</p> <p>The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).</p> <p>It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities.</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | <p>Item</p> | <p>0</p> | | |
| <p>CARRIED TO FINAL SUMMARY</p> | | | | |

EASTERN CAPE PARKS TOURISM AGENCIES
 REFURISHMENT AND UPGRADING OF FACILITIES AT GREAT FISH RIVER NATURE RESERVE - KWAMADOLO

| DESCRIPTION | LOCAL CONTENT | UNIT | QUANTITY | RATE | AMOUNT |
|--|---------------|----------------|----------|-----------|-----------|
| BILL No. 2 ALTERATIONS | | | | | |
| (CPAP Work Group No.102 Unless Otherwise Stated) | | | | | |
| Taking up and removing of vinyl floor tiles, and prepare screed for new floor covering | | m2 | 11 | | |
| Carefully remove all Light fittings after isolating them from power and hand over to the client | | Item | 1 | | |
| Take down the existing ceiling board and remove waste from site | | m ² | 15 | | |
| Take down and remove barge boards | | m | 4 | | |
| Carefully taking out and removing doors, frames, etc. | | | | | |
| Timber single door and frame n/e 2.5m2 | | No | 1 | | |
| Carefully remove existing broken window glass | | No | 2 | | |
| Taking out and removing of existing kitchen cupboards | | No | 4 | | |
| Allow for the careful removal of door handles, light bulbs, curtain track, and all other fixtures on walls and doors in readiness for painting and store in safe and secure place as directed by the client, and re-install after painting | | Item | 1 | | |
| Taking off and removing of pipes, gutters, including fittings and making good finishes. | | | | | |
| PVC downpipes, including all fittings. | | m | 17 | | |
| PVC gutters and brackets including all fittings. | | m | 71 | | |
| Taking out and removing piping, sanitary fittings, etc., including cutting off as necessary, disconnecting piping from fittings. | | | | | |
| Allow the sum of R 3000 (three thousand rands) for taking out ,and removing of all plumbing, fittings, etc. where necessary. | | Item | 1.0 | R3,000.00 | R3,000.00 |
| Allow for the attendance of blockages | | Item | 1.0 | | |
| TOTAL CARRIED FORWARD | | | | | |

EASTERN CAPE PARKS TOURISM AGENCIES
 REFURISHMENT AND UPGRADING OF FACILITIES AT GREAT FISH RIVER NATURE RESERVE - KWAMADOLO

| DESCRIPTION | LOCAL CONTENT MINIMUM THRESHOLD | UNIT | QUANTITY | RATE | AMOUNT |
|--|---------------------------------------|------|----------|------|--------|
| BILL No. 3 | | | | | |
| ROOF COVERINGS, ETC. | | | | | |
| CPAP Work Group No. 122 Unless Otherwise Stated | | | | | |
| Allow for repairing and/ or replacing any broken or Rotten rafter, purlin, or truss member and make sure that the entire truss frame work is straight | | Item | 1.0 | | |
| Replace 10 x 150mm thick barge boards fixed to timber rafters twice screwed with 12 x 40mm countersunk brass screws with PVC h-profile corner joints at board ends | | Item | 1.0 | | |
| supply and install aluminium gutters complete with down pipes and all accessories | | Item | 1.0 | | |
| Allow for the attendance of roof leaks for facebrick and prefabricated structures. | | Item | 1.0 | | |
| TOTAL CARRIED FORWARD | | | | | |

EASTERN CAPE PARKS TOURISM AGENCIES
 REFURISHMENT AND UPGRADING OF FACILITIES AT GREAT FISH RIVER NATURE RESERVE - KWAMADOLO

| DESCRIPTION | LOCAL CONTENT MINIMUM THRESHOLD | UNIT | QUANTITY | RATE | AMOUNT |
|--|---------------------------------------|------|----------|------|--------|
| BILL No. 4 | | | | | |
| CARPENTRY & JOINERY (CPAP Work Group No. 126 Unless Otherwise Stated) | | | | | |
| CARPENTRY | | | | | |
| EAVES, ETC | | | | | |
| 10 x 150 mm thick fascia boards fixed to timber rafters twice screwed with 12 x 40mm countersunk brass screws with PVC H profile corner | | m | 176 | | |
| DOORS, ETC | | | | | |
| <u>Supply and fix in position timber frames</u> 69x107mm Rebated external framed frames | | No | 20 | | |
| <u>Wrought meranti doors</u> 40 mm thick, flush single doors | | | | | |
| Door, (Internal) size 813 x 2032mm. | | No | 6 | | |
| CARRIED TO FINAL SUMMARY | | | | | |

EASTERN CAPE PARKS TOURISM AGENCIES
 REFURISHMENT AND UPGRADING OF FACILITIES AT GREAT FISH RIVER NATURE RESERVE - KWAMADOLO

| DESCRIPTION | LOCAL CONTENT MINIMUM THRESHOLD | UNIT | QUANTITY | RATE | AMOUNT |
|---|---------------------------------------|------|----------|------|--------|
| <p>BILL No. 6</p> <p>FLOOR COVERINGS, WALL LININGS, ETC</p> <p>(CPAP Work Group No. 130 Unless Otherwise Stated)</p> <p>Note:</p> <p>Floor coverings are laid on screeded surfaces and wall lining: on plastered surfaces unless otherwise described</p> <p>-----</p> <p>FLOOR COVERINGS</p> <p>TILING</p> <p>400 x 400 mm white glazed ceramic tiles, fixed with an approved adhesive to plastered walls</p> <p>300 x 300 mm vinyl floor tiles to bathroom floors fixed with adhesive to bedding and flush pointed with tinted jointing compound</p> | | | | | |
| CARRIED TO FINAL SUMMARY | | | | | |

EASTERN CAPE PARKS TOURISM AGENCIES
 REFURISHMENT AND UPGRADING OF FACILITIES AT GREAT FISH RIVER NATURE RESERVE - KWAMADOLO

| DESCRIPTION | LOCAL CONTENT MINIMUM THRESHOLD | UNIT | QUANTITY | RATE | AMOUNT |
|--|--|--|--|------|--------|
| BILL No. 8 METALWORK (CPAP Work Group No 136 Unless Otherwise Stated) SUNDRY METALWORK Sliding shower door in single leaves to suit plain opening size 800 x 1800mm high. Allow R1 000 (One Thousand Rand) for 6mm window panes exceeding 0,1m ² n/e 0,5m ² in bathroom incl putty and 6mm window panes exceeding 0,5m ² n/e 2m ² incl putty and saling of window frames | | Item Item | 1 1 | | |
| CARRIED TO FINAL SUMMARY | | | | | |

EASTERN CAPE PARKS TOURISM AGENCIES
 REFURISHMENT AND UPGRADING OF FACILITIES AT GREAT FISH RIVER NATURE RESERVE - KWAMADOLO

| DESCRIPTION | LOCAL CONTENT MINIMUM THRESHOLD | UNIT | QUANTITY | RATE | AMOUNT |
|---|---------------------------------------|------|----------|-----------|-----------|
| BILL No. 9 | | | | | |
| PLUMBING (PROVISIONAL) | | | | | |
| (CPAP Work Group No. 148 Unless Otherwise Stated) | | | | | |
| White vitreous china oval shaped vanity basin w two tap holes complete with 15mm Ø chromium plated brass 'Star' pattern pillar cocks colour coded 'hot' and 'cold', 32mm Ø chromium plated brass waste union w grid and flynut, chromium plated brass chain and rubber plug and fixing basin to vanity workshop | | No | 4 | | |
| Coral dual top flush toilet suite including mechanism | | No | 4 | | |
| Allow a sum of R4 000 (FOUR THOUSAND RANDS) for folding shower doors size 810 x 2030mm | | Item | 1 | R4,000.00 | R4,000.00 |
| Allow for the supply, delivery and install of 'Kwikhot' or similar approved gas geyser by an approved technician with compliance certificates and testing | | Item | 1 | | |
| FIRE SERVICE | | | | | |
| Sundries | | | | | |
| 4,5 Kg Dry chemical powder fire extinguisher fixed to wall with Miranti backboard, size 520 x 100 x 22mm thick, plugged and screwed to wall complete with hook | | No | 4 | | |
| TESTING | | | | | |
| Allow for testing all drains, sanitary plumbing, water supplies and fire appliances and installations to the satisfaction of the Architect and to Municipal requirements and supply all necessary compliance certificates. All defective work is to be taken out and replaced at the Contractor's expense. | | Item | 1 | | |
| CARRIED TO FINAL SUMMARY | | | | | |

EASTERN CAPE PARKS TOURISM AGENCIES
 REFURISHMENT AND UPGRADING OF FACILITIES AT GREAT FISH RIVER NATURE RESERVE - KWAMADOLO

| DESCRIPTION | LOCAL CONTENT MINIMUM THRESHOLD | UNIT | QUANTITY | RATE | AMOUNT |
|--|---------------------------------------|----------------|----------|------|--------|
| BILL No. 10 | | | | | |
| PAINTWORK | | | | | |
| (CPAP Work Group No. 152 Unless Otherwise Stated) | | | | | |
| Descriptions | | | | | |
| All plaster surfaces are smooth (floated) unless otherwise described. | | | | | |
| Prices | | | | | |
| Paintwork shall include the preparation of surfaces, filling stopping, sanding and the spot priming of filling, stopping, nai heads and screws | | | | | |
| Allow for internal plaster in narrow widths n/e 300mm wide to suit existing plaster work in readiness for painting | | m2 | 10 | | |
| Prepare and apply one coat Plascon Professional Plaster Primer or similar approved resistant and two coat Plascon Acrylic PVA paint on interior walls | | m2 | 304 | | |
| Prepare and apply one coat facebrick gloss to external wall: | | m2 | 380 | | |
| Painting to timber doors, doors frames and all shelving internally in matt gloss or egg shell equivalent | | m ² | 33 | | |
| Enamel to steel door frames | | m2 | 9 | | |
| Varnish to timber external doors | | m2 | 30 | | |
| Plascon or similar approved paint to ceiling | | m ² | 157 | | |
| Painting to corrugated iron roof sheeting | | m ² | 245 | | |
| Painting to barge and fascia boards | | m | 127 | | |
| CARRIED TO FINAL SUMMARY | | | | | |

EASTERN CAPE PARKS TOURISM AGENCIES
 REFURISHMENT AND UPGRADING OF FACILITIES AT GREAT FISH RIVER NATURE RESERVE - KWAMADOLO

| SUMMARY PAGE | | | | |
|--|---------|----|--|--|
| Preliminaries | Bill No | 1 | | |
| Alterations | Bill No | 2 | | |
| Roof Coverings, Etc | Bill No | 3 | | |
| Carpentry & Joinery | Bill No | 4 | | |
| Ceilings & Partitions | Bill No | 5 | | |
| Floor Coverings | Bill No | 6 | | |
| Ironmongery | Bill No | 7 | | |
| Metalwork | Bill No | 8 | | |
| Plumbing & Drainage (Provisional) | Bill No | 9 | | |
| Paintwork | Bill No | 10 | | |
| Provisional Sums | Bill No | 11 | | |
| TOTAL OF BUILDING WORKS | | | | |
| CONTINGENCIES | | | | |
| Add 10% for Contingencies | | | | |
| TOTAL OF BUILDING WORKS & CONTINGENCIES | | | | |
| SUB-TOTAL | | | | |
| Add 15% VAT | | | | |
| GRAND TOTAL | | | | |

FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

TENDER No. 12/FY/24- REFURBISHMENT OF KWAMADOLO STAFF ACCOMMODATION AT GREAT FISH RIVER NATURE RESERVE.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda hereto as listed in **the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.**

By the representative of the Tenderer, deemed to be duly authorized, signing of this part of this Form of Offer and Acceptance, the Tenderer offers to perform all 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:

R _____ (in words) _____)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this 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.

Signature: *(of person authorized to sign the Tender):* _____

Name: *(of signatory in capitals):* _____

Capacity: *(of Signatory):* _____

Name of Tenderer: *(organization):* _____



**Appendix 1 to
the RFQ**

**(Only for World Bank financed
Projects) World Bank’s Fraud and
Corruption Clause**

**(This section shall not
be modified)**

- 1. Purpose**
 - 1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
- 2. Requirements**
 - 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub- consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
 - 2.2 To this end, the Bank:
 - a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts



- to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (a) “obstructive practice” is: deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
 - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they



knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?
YES/NO

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
.....



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

c) Physical address.....
.....
.....

d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm.....

Postal Address

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm.....

Postal Address

Physical Address

Telephone.....

Fax



Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....
(Continue as required for further non-Affirmable Joint Venture Partners)

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm.....

Postal Address

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm.....

Postal Address

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm.....

Postal Address

Physical Address

Telephone.....



Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i)

Profit and loss sharing

(ii)

Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii)



Anticipated on-going capital contributions in Rands

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

| | NON-AFFIRMABLE JOINT VENTURE PARTNERS | PARTNER NAME |
|----|--|---------------------|
| a) | | |
| b) | | |
| c) | | |
| d) | | |
| e) | | |

| | AFFIRMABLE JOINT VENTURE PARTNERS | PARTNER NAME |
|----|--|---------------------|
| a) | | |
| b) | | |
| c) | | |
| d) | | |
| e) | | |

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE



(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

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

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

.....



.....
.....
(f) Negotiating and signing labour agreements
.....
.....
.....

8. MANAGEMENT OF CONTRACT PERFORMANCE
(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations.....
- (b) Major purchasing.....
- (c) Estimating
- (d) Technical management

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

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



(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.

.....

.

.....

.

.....

.

(c) Describe the management structure for the Joint Venture's work under the contract

| MANAGEMENT FUNCTION / DESIGNATION | NAME | PARTNER* |
|-----------------------------------|------|----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".



10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

| TRADE/FUNCTION/ DISCIPLINE | NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS | NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS |
|-------------------------------|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.
 - (i) Number currently employed by Affirmable Joint Venture Partners
.....
 - (ii) Number currently employed by the Joint Venture
.....
- (a) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture



.....
(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....
(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....
11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorized to sign on behalf of

Name

Address



Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....



JOINT VENTURE AGREEMENT

Bidders who tender as a Joint Venture must submit a Joint Venture Agreement here.



STAGE 1 COMPLIANCE REQUIREMENTS

CIDB REGISTRATION CERTIFICATE

Attach proof of registration with the CIDB here.



COMPANY EXPERIENCE:

The forms below must be completed, signed and stamped by the bidder's current or previous clients.

1. REFERENCE FOR THE BIDDER

| | |
|--|--|
| Name of Institution (Client) | |
| Contract/Tender Number | |
| Contract Description | |
| Name of Service Provider (Bidder) | |
| Value of project | |
| Commencement Date | |
| Contractual Completion Date | |
| Bidder's Completion Date | |

1.1 Please score the performance of the above-mentioned company by marking the relevant box

| Performance Rating | | | Comments |
|---|-----------|---|----------|
| Work performed in compliance with contract terms. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Financial Status of the bidder in | Excellent | 5 | |



| | | | |
|--|-----------|----|-------------------------|
| relation to the work to be performed. | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Timelines of work are met. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Customer services. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Quality of Service. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Communication and accessibility. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Would you recommend using this service provider in future? | Yes | No | If no, provide reasons: |



OVERALL PERFORMANCE

| | | | | | | | | | |
|-----------|--|------|--|------|--|------|--|-----------|--|
| Excellent | | Good | | Fair | | Poor | | Very Poor | |
|-----------|--|------|--|------|--|------|--|-----------|--|

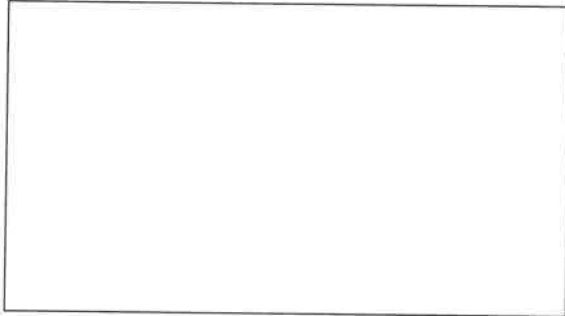
Name of Authorized Person _____

Designation _____

Signature _____

Date _____

Official Stamp



2. REFERENCE FOR THE BIDDER

| | |
|--|--|
| Name of Institution (Client) | |
| Contract/Tender Number | |
| Contract Description | |
| Name of Service Provider (Bidder) | |
| Value of project | |
| Commencement Date | |
| Contractual Completion Date | |
| Bidder's Completion Date | |

2.1 Please score the performance of the above-mentioned company by marking the relevant box

| Performance Rating | | | Comments |
|---|-----------|---|----------|
| Work performed in compliance with contract terms. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Financial Status of the bidder in relation to the work to be performed. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Timelines of work are met. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |



| | | | |
|--|-----------|----|-------------------------|
| | Poor | 2 | |
| | Very Poor | 1 | |
| Customer services. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Quality of Service. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Communication and accessibility. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Would you recommend using this service provider in future? | Yes | No | If no, provide reasons: |

OVERALL PERFORMANCE

| | | | | | | | | | |
|-----------|--|------|--|------|--|------|--|-----------|--|
| Excellent | | Good | | Fair | | Poor | | Very Poor | |
|-----------|--|------|--|------|--|------|--|-----------|--|

Name of Authorized Person _____

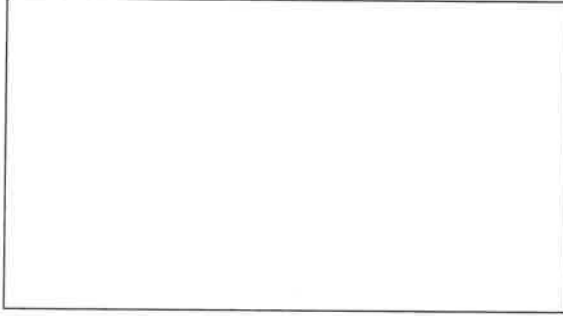
Designation _____

Signature _____

Date _____



Official Stamp



ELECTRICAL CONTRACTOR'S CERTIFICATE

Bidders must submit a copy of Electrical contractor's certificate issued by the Department of Labour in the name of the specialist or tendering enterprise or in the name of the proposed electrician.



TEAM CAPABILITY

For purpose of evaluating team capability, the Tenderer shall attach hereto a shortened CV for each key member available to work on the project in the Categories listed below using the template provided).

| Resources Required | Name of Person | Qualifications (attach copies) | No of years' Experience |
|---------------------------|-----------------------|---|--------------------------------|
| Site Agent | | | |
| Site Foreman | | | |
| Electrician | | | |
| Plumber | | | |



CURRICULUM VITAE OF KEY PERSONNEL

NB: BIDDERS MUST SUBMIT CV's OF KEY PERSONNEL

This form should be completed for each key person listed in the team schedule.

| | |
|--|----------------------------------|
| Responsibility or role on the project | Site Agent |
| Name: | Date of birth: |
| Profession: | Nationality: |
| Qualifications: | |
| Professional membership: | |
| Name of employer (firm): | |
| Current position: | No. of Years' experience: |
| Employment record: (List of chronological order starting with earliest work experience) | |
| Experience records pertinent to required service: | |



Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated.

(Signature of Person named in schedule)

Date



NB: BIDDERS MUST SUBMIT CV's OF KEY PERSONNEL

This form should be completed for each key person listed in the team schedule.

| | |
|--|----------------------------------|
| Responsibility or role on the project | Site Foreman |
| Name: | Date of birth: |
| Profession: | Nationality: |
| Qualifications: | |
| Professional membership: | |
| Name of employer (firm): | |
| Current position: | No. of Years' experience: |
| Employment record: (List of chronological order starting with earliest work experience) | |
| Experience records pertinent to required service: | |



Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated.

(Signature of Person named in schedule)

Date



NB: BIDDERS MUST SUBMIT CV's OF KEY PERSONNEL

This form should be completed for each key person listed in the team schedule.

| | |
|--|----------------------------------|
| Responsibility or role on the project | Electrician |
| Name: | Date of birth: |
| Profession: | Nationality: |
| Qualifications: | |
| Professional membership: | |
| Name of employer (firm): | |
| Current position: | No. of Years' experience: |
| Employment record: (List of chronological order starting with earliest work experience) | |
| Experience records pertinent to required service: | |



Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated.

(Signature of Person named in schedule)

Date



NB: BIDDERS MUST SUBMIT CV's OF KEY PERSONNEL

This form should be completed for each key person listed in the team schedule.

| | |
|--|----------------------------------|
| Responsibility or role on the project | Plumber |
| Name: | Date of birth: |
| Profession: | Nationality: |
| Qualifications: | |
| Professional membership: | |
| Name of employer (firm): | |
| Current position: | No. of Years' experience: |
| Employment record: (List of chronological order starting with earliest work experience) | |
| Experience records pertinent to required service: | |



Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated.

(Signature of Person named in schedule)

Date



ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP)

QUOTATION DOCUMENT – REFURBISHMENT OF KWAMADOLO STAFF ACCOMMODATION AT GREAT FISH RIVER NATURE RESERVE (WCB) FUNDING.

BID NO. 12/FY/24

48



THE REPUBLIC OF SOUTH AFRICA

WILDLIFE CONSERVATION BOND (P174097)

**ENVIRONMENTAL AND SOCIAL MANAGEMENT
PLAN (ESMP)
FOR
THE INFRASTRUCTURE DEVELOPMENT AND
UPGRADES IN THE GREAT FISH RIVER NATURE
RESERVE**

May 2023

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Abbreviations

| | |
|-----------------|--|
| AENP | Addo Elephant National Park |
| BEE | Black Economic Empowerment |
| BRREP | Black Rhino Range Expansion Project (WWF) |
| CoC | Code of Conduct |
| COVID-19 | Coronavirus disease |
| DALRRD | Department of Agriculture, Land Reform and Rural Development |
| DFFE | Department of Forestry, Fisheries and Environment (South Africa) |
| DIFR | Disabling Injury Frequency Rate |
| DISR | Disabling Injury Severity Rate |
| DoL | Department of Labour |
| DWS | Department of Water and Sanitation |
| ESHS | Environmental, Social, Health and Safety |
| EIA | Environmental Impact Assessment |
| EMI | Environmental Management Inspectorate |
| ESF | Environmental and Social Framework (World Bank) |
| ESIA | Environmental and Social Impact Assessment |
| ESMF | Environmental and Social Management Framework |
| ESMP | Environmental and Social Management Plan |
| ESS | Environmental and Social Standard (World Bank) |
| GBV | Gender Based Violence |
| GDP | Gross Domestic Product |
| GEF | Global Environmental Facility |
| GFRNR | Great Fish River Nature Reserve |
| HIV/AIDS | Human Immunodeficiency virus/ acquired immunodeficiency syndrome |
| HR | Human Resources |
| HS | Health and Safety |
| IFC | International Finance Corporation |
| IUCN | International Union for Conservation of Nature |
| M&E | Monitoring and Evaluation |
| MSDS | Material Safety Data Sheet |
| MSWP | Maximum safety working pressure |
| NBSAP | National Biodiversity Strategies and Action Plan |
| NDP | National Development Plan |
| NEMA | National Environmental Management Act |
| NFI | National Forest Inventory |
| NWA | National Water Act |
| OHS | Occupational Health and Safety |
| PA | Protected Area |
| PDO | Project Development Objective |
| PDP | Provincial Development Plan |
| PPE | Personal Protective Equipment |
| Project | South African Wildlife Conservation Bond |
| SANParks | South African National Parks |
| SANS | South Africa National Standards |
| SAPS | South African Police Service |
| SDG | Social Development Goal (UN) |
| SEA/SH | Sexual Exploitation and Abuse/ Sexual Harassment |
| SEP | Stakeholder Engagement Plan |
| UN | United Nations |
| VIA | Visual Impact Assessment |
| WCB | Wildlife Conservation Bond |
| WFA | Wilderness Foundation of Africa |
| WHO | World Health Organisation |
| WWF | World Wildlife Fund |

Executive Summary

This document provides the Environmental and Social Management Plan (ESMP) for the South African Wildlife Conservation Bond (Project) financed through the grant of the Global Environmental Facility (GEF) administered by the World Bank. The ESMP has been prepared by the Eastern Cape Parks and Tourism Agency (ECPTA) for activities to be undertaken at the Great Fish River Nature Reserve to ensure compliance with national environmental and social standards and to meet requirements of the World Bank's Environmental and Social Framework (ESF).

The Project will utilise an innovative financing model for direct finance to benefit the conservation of black rhinos through the world's first Wildlife Conservation Bond. The Project funds will provide funding for rhino conservation efforts as well as support local communities to participate in the South African biodiversity economy.

The Project consists of four components, which will 1) enhance rhino conservation, natural resource management and community priority investments; 2) support enabling conditions, including coordination and research, 3) Project management, and 4) provide a success payment linked to the expected net increase in rhino population.

The overall Project will be implemented in Addo Elephant National Park (AENP) and Great Fish River Nature Reserve (GFRNR) due to the critical importance of the black rhino protection programmes and existing track record on rhino protection. This ESMP will only focus on activities to be conducted in GFRNR. A separate ESMP has been prepared for the activities to be undertaken at AENP.

The ESMP is an instrument that details the mitigation, monitoring and institutional measures to be taken during the implementation and operation of this project to eliminate or offset adverse environmental and social risks and impacts or to reduce them to acceptable levels and the actions needed to implement these measures.

Therefore, the main objectives of the ESMP are as follows:

- To provide an overview of the environmental, social, health and safety socio-economic and cultural heritage policies, standards and national legislation.
- The provisions of the World Bank Environmental and Social Framework (ESF) which are required for Project compliance.
- To provide guidance on how to manage the identified ESHS risks and impacts during the design, construction, and operation of the sub-project activities in compliance with the applicable legislative and World Bank ESF requirements.
- To determine the roles and responsibilities of ECPTA staff and contractors to ensure compliance with ESHS requirements during the construction phase of the project.
- To propose mechanisms for monitoring compliance of activities.
- To establish proven mechanisms to correct/adjust the findings resulting from the monitoring activity and to include procedures for reporting of incidents,
- To provide adequate channels of input for the different stakeholders throughout the project activity, including in relation to submission of complaints for grievance redress.

The ESMP has been prepared in line with the World Bank's ESF as well as the appropriate Republic of South Africa's policies, legal and institutional framework. The ESMP aligns with the existing management procedures in place for the ECPTA, including procedures for occupational health and safety, HR policies, including the policy on sexual harassment and other existing safety, health, environmental and quality management frameworks.

Implementation of Project activities will be led by ECPTA using the existing institutional structures, including existing environmental and social experts.

Activities financed under the project shall be conducted in a manner consistent with this ESMP. The ESMP is understood to be a living document and will need to be reviewed and approved each year prior to the release of new funds for implementation for the duration of the project (5 years) and when there is a change in approach or methodology or after an incident which warrants additional mitigation measures or a change in methodology.

Sub-project activity description

The sub-project activities have been screened for eligibility and potential environmental and social risks using the list of ineligible activities and the screening tool provided in the ESMF. The selected sites are mostly in remote locations within the boundaries of the GFRNR, on property managed by the Agency. No acquisition of land is required.

The ESMP has been prepared to address the potential environmental and social impacts and risks associated with the infrastructure developments and upgrades under Component 1b of the Wildlife Conservation Bond Project. The sub-project activities will be implemented along the existing fence line, at the accommodation units and the workshop area of the GFRNR. The activities include the following: (a) pruning of vegetation along the existing fence line for maintenance of the existing fence (b) installation of electric fence infrastructure (c) clearance of vegetation within the existing road footprint (d) grading of road within the existing footprint and installation of standard storm water measures (e) installation of solar geysers, solar electricity and rainwater tanks at the accommodation units (f) general maintenance and repairs at the accommodation units (g) refurbishing and equipping of existing buildings and installation of 5000 litre diesel storage at Sam Knott offices.

ECPTA will appoint local construction companies through a competitive bidding process for the infrastructure development and upgrades. Project duration will span over 6 to 8 months and the anticipated completion date is May 2024.

Contractors will be required to source local labour from the neighbouring communities. Approximately 50 labourers will be appointed at the peak of construction. It is anticipated that no accommodation will be required for the duration of the construction period as labourers will be sourced from neighbouring communities. Should accommodation be needed, it is the responsibility of the contractor to temporarily accommodate skilled labourers as and when required in neighbouring towns for ease of commuting. There will be no contractor's accommodation camps on site. All project workers (local labour and skilled workers) will be required to sign and adhere to the Code of Conduct and undergo SEA/SH/GBV, HIV/AIDS and COVID-19 sensitization training as stipulated in this ESMP.

Environmental and Social Impacts and Mitigation

The following table is a synopsis of possible impacts and proposed mitigation measures, including roles and responsibilities and monitoring indicators. Additional description of standard measures is provided in Section 6.4 of the ESMP. The mitigation measures or guidelines have been designed in order to avoid, minimize, and reduce negative environmental and social risks and impacts at the project level.

Specifically, with regards to security management protocols, while some users of the buildings will be permitted to carry weapons as part of their job responsibilities with ECPTA has strict procedures for staff performance and a zero-tolerance policy related to

intimidation or harassment, and inappropriate detention or use of force. ECPTA engages a national Firearms Control Officer in addition to reviews carried out by the South African Police Service. Movement of any firearms and ammunition is registered and transportation outside GFRNP premises requires approval and insurance of direct control. Weapons and ammunition are stored in secure and locked locations when officers are not on duty. These mitigation measures will be maintained for all activities under this ESMP alongside the security procedures outlined in the ESMF for the project as well as the measures that are further detailed in the Security Personnel Management Plan (SPMP) that has been reviewed and cleared by the Bank.

The table below provides an overview summary of the proposed impacts and monitoring indicators what will be used to measure the success of implementing the requirements set out in this ESMP. Full details on the ESMP are provided in Section 6.3.

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|--|---|---|--|--------------------|--|--|
| Impact on sensitive habitats | Screening conducted prior to construction | Number of screening reports available (Target 100%) | Screening Reports Checklist | Full project cycle | GFRNR | Weekly by the Reserve Manager |
| | Photographic records in place | Number of environmental incidents related to habitat destruction outside demarcated areas | Inspection reports | | | |
| Visual impacts and impacts on recreation | Grievance records | No visual impact | Warning signs/notices in place | Construction | Contractors | Daily |
| | Regular site inspection Site cordoned off/screening provided | | | | | |
| Occupational health & safety, staff management | Health and safety file | Number and significance of incidents | Monthly review of incident and grievance records | Full project cycle | Contractors ECPTA HS officer ECPTA Community Liaison Officer | Daily by Contractor Monthly by GFRNR and Community Liaison Officer |
| | Health and safety incident register | Percentage of grievances resolved | Training records | | | |
| | Grievance records | Number of inspections completed | PPE records | | | |
| | Trainings conducted | Training attendance records (Target 100%) | Risk assessments | | | |
| | PPE procured and in use | Compliance with PPE use | | | | |
| | Audit reports | | | | | |

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|-----------------------------|--|--|---|--------------------|---|---|
| Labour related impacts | Local community residents employed in sub projects Employment records Worker grievance mechanism for project workers to raise workplace concerns SEA/SH/GBV awareness training Grievances Code of Conduct (CoC) for workers | Percentage of CoC signed (Target 100%) Percentage of community members engaged out of the total number of jobs created Number of employee records available and age confirmed (Target 100%) Percentage of worker grievances resolved Number of workers trained on SEA/SH/GBV awareness Number of project grievances related to labour Number of SEA/SH/GBV related incidents Number of CoC sensitization sessions held among workers Percentage of workers signing CoC (Target 100%) | Contractor HR records Employment records Worker grievance mechanism reports Reports on non-compliance with CoC | Full project cycle | ECPTA Community Liaison Officer Contractors | Monthly by ECPTA Community Liaison Officer Weekly by contractor |
| Community Health and Safety | Community Health and Safety Register Records of grievances submitted by local community members | Number and significance of incidents Percentage of grievances resolved | Monthly review of incident and grievance records Local Community SEA/SH/GBV and | Full project cycle | Contractors GFRNR HS officer | Daily by Contractor Monthly by ECPTA |

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|------------------|--|--|---|-------------------------------|---|--|
| | Training/sensitization of local communities in relation to project impacts, including regarding SEA/SH/GBV, and transmission of HIV/AIDs, COVID-19 and other communicable diseases | Local community sensitization attendance records (Target 100%) Percentage of CoC signed (Target 100%) | communicable disease and related project impact sensitization records Risk assessments | | ECPTA Community Liaison Officer | Community Liaison Officers |
| Waste management | Waste bins on site Waste disposal plan and training of workers | Number of workers familiar and aware of the waste disposal plan at the construction sites Working sites and eating areas are maintained in a clean, hygienic and orderly state Number of non-conformances related to improper waste management | Inspection | Construction Operation | Contractor ECPTA Environmental Planner | Daily by Contractor Weekly by the Reserve Manager |
| Water | Visibility of pollution/sedimentation on water bodies On site erosion not observed Proposed actions implemented | Number of incidents related to spillage into water bodies Number of non-conformances raised for erosion control issues Number of complaints on pollution of water | Daily self-checks by contractors Periodic reports on performance by contractor to project engineers Spot checks/audits by the | Construction Operation | Reserve Manager Contractor | Daily by Contractor Weekly by GFRNR |

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|------------------------|---|--|---|--------------------------------------|---|--|
| Dust and air pollution | <p>Availability of equipment and machinery maintenance plan</p> <p>Frequency of watering of surfaces to reduce dust related impacts</p> <p>Use of corrective personal protective equipment to avoid inhalation of dust not</p> <p>Recorded grievances</p> | <p>Number of incidents related to generation of fugitive dust</p> <p>Correct utilization of personal protective equipment</p> <p>Number of vehicles/ machineries emitting pollutants</p> <p>Records of dust suppressing exercise</p> | <p>environmental planner</p> <p>Laboratory reports</p> <p>Independent check by project engineers</p> <p>Verification of maintenance record by project engineers</p> <p>Self-check by contractor</p> | Construction | Contractor | Daily by Contractor |
| Noise | <p>Number of PPE procured for noise mitigation</p> <p>Traffic incident records</p> <p>Grievances Recorded</p> | <p>Number of workers correctly and frequently using PPEs</p> <p>Number of noise complaints</p> <p>Number of drivers aware and familiar with GFRNR traffic rules</p> <p>Percentage of drivers who have not committed a traffic offence for the last 6 months</p> <p>Number of compliance (traffic) inspection and checks conducted by traffic</p> | <p>Self-check by contractor</p> | Construction | Contractor | Weekly by contractor |
| Traffic impacts | | | <p>Driver licenses verified</p> <p>Grievance registers</p> | <p>Construction</p> <p>Operation</p> | <p>Contractor</p> <p>GFRNR HS Officer</p> | <p>Weekly by Contractor</p> <p>Monthly by GFRNR HS Officer</p> |

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|-------------------------------|---|--|---|---------------------------|--|---|
| | | department found to be satisfactory | | | | |
| Soil and erosion | Site management records | Number of grievances related to traffic incidences Number of Incidents logged | Monthly checks Inspection reports | Construction | Contractor GFRNR Reserve Manager | Daily by Contractor Monthly by GFRNR Reserve Manager |
| Material handling and storage | Records of license/ permits of material sources Storage of materials on site | Number of records available- indicating material obtained from commercial and licensed sources (Target 100 percent) Number of non-conformances with material management | Material Records Inspection reports | Construction | Contractor GFRNR Reserve Manager | Daily by Contractor Monthly by GFRNR Reserve Manager |
| Impact on fauna and flora | Wildlife incidents recorded and reported to the Reserve Manager | Number of wildlife incidents / incursions into no-go areas Number of workers trained on the importance of conservation of flora and fauna | Inspection records Audit reports Incident reports Incident registers | Construction Operation | GFRNR ecologist Reserve Manager Contractor | Weekly by GFRNR Reserve Manager Daily by Contractor |

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|--|--|--|---|--|--|---|
| Impacts on cultural heritage/archaeological interest | Cultural/ archaeological resources/ existing infrastructure encounter incidence register | Number of workers familiar with the chance find procedures Number of incidents related to cultural heritage reported | Chance finds procedure Incident reports | Preconstruction and construction and repairs/ recovery | Contractor ECPTA GFRNR Reserve Manager GFRNR Officer | Daily by Contractor Monthly by GFRNR |
| Fire management | Worker and contractor instructions Review of designs | Number of accidental fires (0 target) Number of fire extinguisher in place and inspected | Site management Construction inspection | Full project cycle | GFRNR Reserve Manager Contractor | Monthly by GFRNR Weekly by Contractor |
| Impacts on landscape/site rehabilitation | Implementation site restoration plan | Percentage of vegetation cover recovered at inspection Number of disturbed sites successfully restored | Site inspection Self-check by contractor | Construction | Contractor GFRNR Reserve Manager | Weekly by Contractor Monthly by GFRNR Reserve Manager |
| Site management | Site management records Closure inspections done and site signed off and handed over | Number of inspections completed Number of non-conformances closed out in time All incidents reported and closed on time All closure inspection and checklists complete. | Site inspection Monthly ESHS reports Audits Closure inspection checklist | Construction | Contractor GFRNR Reserve Manager GFRNR Community Liaison Officer GFRNR HS Officer | Monthly by Contractor Monthly by GFRNR Reserve Manager |

Monitoring and Reporting

Monitoring will be undertaken by the Contractor and by GFRNR as specified in Section 6.4 of the ESMP. The purpose of monitoring is to ensure that the mitigation measures proposed in the ESMP (Section 6.3) are effectively implemented, and to determine whether the mitigation measures are sufficient to address adverse environmental and social impacts or whether they require revision. Specific monitoring indicators have been provided against which the success of implementing the mitigation measures will be determined.

In addition to the monitoring requirements, the GFRNR will regularly conduct inspections and audits to determine and document the overall environmental and social performance of the contractors. An inspection form will be drawn up based on the site-specific implementation requirements set out in this ESMP.

The Contractor's HSE officer will produce a monthly and final site closure report to GFRNR HSE Officer for each section under their responsibility. The contractor's monthly report will provide information on its environmental, social and health and safety performances. GFRNR will in turn use information from the contractor's report to compile and submit biannual progress reports on the environmental and social performance of the implementation of the sub-project activity to the World Bank.

This ESMP report is structured as follows:

- Section 1: Provides an overview of the Wildlife Conservation Bond Project and its components
- Section 2: Provides an overview of the baseline Environmental and Social Context within the GFRNR region.
- Section 3: Provides a description of the sub-project specific activities covered by this ESMP and an overview of the ESMP.
- Section 4: Describes the relevant national legislative and institutional requirements as well as international policies standards applicable to the Project.
- Section 5: Presents an overview of the Wildlife Conservation Bond Institutional arrangements for GFRNR and the roles and responsibilities associated with the implementation of the ESMP.
- Section 6: Provides an overview of the anticipated environmental and social impacts identified based on the proposed sub-project activities, including mitigation, monitoring, and reporting requirements and measures for checking and monitoring, non-compliance, corrective actions.
- Section 7: Provides the training and awareness programme that the GFRNR and the Contractor is required to implement.
- Annexures: Provide project specific requirements such as Labour Management Procedure, reporting of incidents, Occupational Health and Safety requirements, COVID-19 Protocols, Code of Conduct for Contractor Personnel and Chance finds procedure.

I. INTRODUCTION

South Africa is one of most biologically diverse countries in the world. With a varied geography ranging from plains and savannah to deserts and high mountains, South Africa's ecosystems support over 95,000 species, and its rich biodiversity contributes significantly to the national economy, particularly through nature-based tourism. Biodiversity and its habitats also contribute to the livelihood of the poorest segments of the population, by providing a range of goods, such as food, biomass fuel, and medicine; and services such as water.

Protected Areas (PAs) are increasingly under threat, resulting in adverse impacts on biodiversity and ecosystems they harbour, on the rural population dependent on them, and on the broader regional and national economies. Illegally traded natural resources contribute significantly to the loss of biodiversity and threaten sustainable and inclusive development. The World Bank estimates that the annual cost of illegal logging, fishing and wildlife trade is a staggering US\$1-2 trillion globally. Illegal activities erode countries' natural capital and undermine their ability to achieve many of the Social Development Goals (SDGs).

Unsustainable and illegal practices on biodiversity, which are among the main causes of loss and degradation of wildlife, are largely induced by: i) insufficient financing for effective PAs management and to support sustainable rural development; ii) rural poverty, a lack of access to effective and sustainable livelihoods support (such as jobs, business support, direct payments from conservation), and the absence of meaningful livelihood alternatives; and iii) fragmented, non-coordinated, and incompatible land use planning and management, leading to suboptimal land use management decisions.

Rhino poaching pressures have been extremely high since 2008, particularly in South Africa. The black rhino was the most numerous of the world's five rhino species, and at one stage could have numbered around 850,000. By 1960, an estimated 100,000 remained, and as poaching intensified and pressure on their habitat increased, their numbers declined to just 5,495¹ individuals today. Black rhinos are listed as Critically Endangered on the IUCN Red List, meaning they are extremely vulnerable to extinction in the wild. The biggest drivers of this decline remain reduction in habitat and poaching. Habitat loss is exacerbated by the increasing costs of rhino security, as many landowners cannot afford to conserve rhinos on their land. South Africa's rhinos have been intensively targeted; rhino poaching in the country increased by 9,000 percent between 2007–2014 with the number of rhinos poached growing from 13 in 2007 to 1,215² in 2014. In 2019, 594³ rhinos were reported poached in South Africa. Efforts to decrease poaching include improved capability to react to poaching incidents, the deployment of new technology, improved information collection and sharing amongst law enforcement authorities, better regional and national cooperation and more meaningful involvement of private sector, non-governmental organizations and donors.⁴ However, there is significant concern that the numbers of poached rhinos are declining each year because rhino populations in South Africa have declined in total numbers to 15,625 white rhino and

¹ CITES COP18, Doc. 83.1, Annex 2 of AfRSG Report:

https://www.researchgate.net/publication/331988665_CoP18_Doc_831_Annex_2_African_and_Asian_Rhinoceroses-

[Status Conservation and Trade A report from the IUCN Species Survival Commission IUCN SSC African and Asian Rhino Specialist Groups and TRAFFIC to /link/5c99e945299bf1116947deb1/download](#)

² Minister Edna Molewa highlights progress in the war against poaching and plans for 2015:

https://www.environment.gov.za/mediarelease/molewa_waragainstopoaching2015

³ Department of Environment, Forestry and Fisheries report bank on rhino poaching in South Africa in 2019: https://www.environment.gov.za/mediarelease/reportbackon2019_rhinopoachingstatistics

⁴ <https://www.timeslive.co.za/news/south-africa/2020-02-03-rhino-poaching-declined-again-in-2019-says-environment-minister/>

2,046 black rhinos⁵, based on data up to the end of 2017.

Traditional rhino conservation financing faces challenges associated to short-funding cycles, which limits long-term planning and the ability to adapt. Traditional conservation funding limits the ability of protected area managers to focus on long-term planning and leverage their knowledge and experience to respond adaptively to changes in field conditions. In addition, the traditional model is focused on outputs rather than outcomes, where current funders have mixed success based on under- or non-performance of implementers as flows are typically for defined, short-term programmes. Current implementation models are inefficient with large overhead costs to implement conservation projects. This traditional model of financing conservation has also typically relied on government and philanthropic dollars where funding is drastically inadequate.

The South African Wildlife Conservation Bond (Project) is focused on addressing major challenges for financing conservation and proposes an innovative financing model to unlock and direct private finance for the conservation of the black rhino in South Africa. The Project aims to catalyse the world's first Wildlife Conservation Bond (WCB) that links the coupon payments of an institutional SDG-related bond issuance to conservation performance. This innovative transaction enables private and institutional bond investors to participate in a market, which generally consists of donors and philanthropic investors. The WCB will use financing from the coupon payments to finance conservation activities at two priority sites for rhino conservation: Addo Elephant National Park (AENP) and Great Fish River Nature Reserve (GFRNR). Project investments will enhance management of these protected areas to secure and increase black rhino populations, and increase benefits realized by local communities. The projected increase of the rhino population aligns with the World Bank's Environmental and Social Standard 6 on net gain of biodiversity.

The Project is financed through the grant of the Global Environmental Facility (GEF) administered by the World Bank. The Project Development Objective (PDO) is to create an outcome-driven structured bond that channels private sector funds to increase black rhino populations in target protected areas in South Africa.

The project performance toward the PDO will be measured through two key outcome indicators:

- Creation of an outcome-driven structured bond (Yes/No)
- Number of black rhino population in target sites (annual increase of 5 percent by the end of the project)

1.1 Wildlife Conservation Bond Project Components

The Wildlife Conservation Bond (WCB) Project's geographical focus is on two priority Protected Areas in the Eastern Cape Province of South Africa, namely the Addo Elephant National Park and Great Fish River National Reserve for which this ESMP has been prepared. The WCB Project will support an evidence-based and adaptive management approach that uses data-supported interventions to dynamically respond to changes in performance risks (a surge in poaching incursions). The WCB Project will support three components namely:

⁵ Rhino poaching declines again in 2019, says environment minister:

https://www.researchgate.net/publication/331988665_CoP18_Doc_831_Annex_2_African_and_Asian_Rhinoceroses-

[Status Conservation and Trade A report from the IUCN Species Survival Commission IUCN SSC African and Asian Rhino Specialist Groups and TRAFFIC to /link/5c99e945299bf1116947deb1/download](#)

1.1.1 Component 1: Improved Rhino Conservation Management (US\$ 8M)

The Project's geographical focus is on two priority protected areas in the Eastern Cape of South Africa AENP and GFRNR. Proceeds generated from the coupon payments from the Wildlife Conservation Bond (WCB) will be used to fund enhanced conservation activities at two priority black rhino populations. The AENP and the GFRNR host two priority black rhino populations and are collectively responsible for protecting around 80 percent of the Eastern Cape's black rhino, 18.5 percent of South Africa's black rhino population, and 6.8 percent of the global black rhino population. This region experienced a 58 percent increase in rhino poaching in 2018.

The WCB transaction will target a 4 percent growth in black rhino population at these two sites (equivalent to 1.9 percent of the current global black rhino population).⁶ The project will support implementation of site-specific five-year black rhino conservation strategies. These site-specific rhino conservation strategies are based on best practice, focusing on habitat and biological management, range availability, containment and counter-poaching, community empowerment and robust monitoring protocols.

Component 1a – Improving rhino conservation and natural resource management in the Addo Elephant National Park (AENP) (US\$4.5 M)

AENP is managed by SANParks. AENP has a strong track record of black rhino conservation and is a major conservation success story given the large-scale expansion of the Park over the past 30 years, including through funding support from the GEF. Activities under this component will include:

- **Rhino Population Management.** AENP has three sections that currently hold rhino and will expand into a fourth section during Project implementation. This includes translocation of rhinos to the new section from existing rhino sections. This will reduce densities in existing areas and ensure high rhino growth rates in all rhino sections throughout the 5-year investment period.
- **Habitat Management.** Habitat Management plays a low-cost but critical role. Access to water is limited in AENP, both in terms of physical water points and due to competition with elephants. AENP will increase distribution of water in two sections through additional boreholes and secure the supply of water in a third section. As water attracts elephants which compete with rhino, selected water points will have elephant exclusion fences. This mimics a natural water gradient, reducing elephant browse pressures across the reserve by only allowing elephants to drink at certain waterholes.
- **Range Availability.** The new section inside the PA will be fenced to the required specifications to contain rhinos with the infrastructure established for an Anti-Poaching Unit. There is a need for an upgrade to the rhino holding bomas and some rhino capture and transport equipment to facilitate the translocation of rhinos into this new section.
- **Containment and Counter-Poaching.** Given the predicted increase in poaching in the Eastern Cape and the current law enforcement capacity at AENP,

⁶ Expert opinion (representatives of IUCN African Rhino Specialist Group, SANParks, ECPTA, Conservation Alpha) indicates that under the WCB model, the partner sites can achieve a rhino growth rate of 6.5% p.a. over the next five years if the project is successfully implemented; the target growth rate is 5% per annum which is aligned with and supports the "Biodiversity Management Plan for the Black Rhinoceros (*Diceros bicornis*) in South Africa" against a counterfactual of -3.7 percent p.a.

substantial security interventions are needed, including recruitment, equipping and training of security staff. An operations control room will be built to collate information and inform intelligence-led law enforcement. Access control will be enhanced, fences upgraded, and communications and aerial support improved. Training and capacity building will be conducted to improve capability to react to poaching incidents, information collection and technology use. In addition, security staff will receive mandatory annual human rights training and will hold an Environmental Management Inspectorate (EMI) certificate, which provides the necessary knowledge and mandate to enforce the law.

- **Community.** The sites will work with target communities to engage them in project activities through the established community forum. The Project sites target a biodiversity economy node identified by the Government of South Africa. Community engagement will include benefits to staff currently employed on a permanent basis and project staff on the following programs: Working for Water, Working on Fire, Working on Ecosystems and Environmental Monitors. SANParks will also employ temporary staff that works on an ad hoc basis and for maintenance functions. Through the Project SANParks will appoint staff to work as rangers, monitors, gate guards, joint operations centre staff and a project manager. Furthermore, there will be employment opportunities during the construction phase of new infrastructure as well as maintaining current infrastructure. The project offers many positive externalities that can benefit wildlife conservation and the livelihoods of local communities.

Component 1b –Securing rhino populations in the Great Fish River Nature Reserve (US\$ 3.5 M).

The GFRNR is a regional park managed by statute by the ECPTA. GFRNR is a critical reserve for the black rhino population in South Africa. Activities under this sub-component will include:

- **Rhino Population Management.** When black rhino populations are confined, they can suffer from slowing growth rates due to resource limitation and density dependence. The Project will continue ongoing activities in the GFRNR to remove rhinos to other areas to maintain a density which supports high growth rates. Rhinos will be moved in collaboration with the WWF-Black Rhino Range Expansion Project (BRREP) to establish new black rhino populations across Southern Africa, an important strategy to spread extinction risk. In order to retain high growth rates at GFRNR, the density will need to be managed by removing 15 percent of the rhino population every third year.
- **Habitat Management.** Activities will support improved water management in the GFRNR including by creating secure water points in parts of the reserve and removing some existing dams (created under the previous livestock farming era) in high-risk poaching areas for which the activities will be assessed in the environmental and social impact assessment that will be prepared separately. The Project will also invest in a maintenance team to support maintenance of roads, fences, infrastructure, and vehicles on the reserve.
- **Containment and Counter-Poaching.** Major security interventions are needed at the GFRNR given the predicted increase in poaching in the Eastern Cape and the current law enforcement capacity at the site. Interventions will include restructuring the security staff under a newly appointed security manager; recruitment, equipment and training of new security personnel; upgrading fences; establishment of an operations room and a communications network; and upgrading access control and aerial support. Training and capacity building will be conducted to improve capability to react to poaching incidents, information

collection and technology use. Security staff will receive mandatory annual human rights training and will hold an EMI certificate, which provides the necessary knowledge and mandate to enforce the law.

- **Community.** The sites will work with target communities to engage them in project activities through the established community forum. The reserve's neighbouring communities, local municipalities, traditional leadership and private landowners are all represented on the Park Forum which meets regularly. This forum is used effectively to communicate with neighbouring communities and to keep them informed about new developments and projects like the WCB. The Project sites target a biodiversity economy node identified by the Government of South Africa, and direct employment will support growth of these wildlife economy nodes. The community will also benefit from the project as staff will be hired, including rangers, monitors, administrative staff and other roles that will be employed from the communities. In addition, ECPTA has a co-management agreement with the Likhayaletu Communal Property Association and successfully co-manages the reserve with them and benefits from this project will benefit the community as co-owner of the reserve.
- Interventions under range availability are not included in this component as there are no suitable options for range expansion in the GFRNR.

1.1.2 Component 2 - National/Regional Enabling Conditions to coordinate shared security and research opportunities (US\$0.5 M)

To complement the project-specific interventions (component 1), component 2 focuses on creating national/regional enabling conditions to help catalyse security and research efforts that will benefit both sites. National engagement will strengthen linkages with other relevant projects (including the two GEF-7 activities - South Africa Global Wildlife Program) and engage where feasible in relevant efforts organized by the Global Wildlife Program and the International Consortium on Combating Wildlife Crime. For example, coordination efforts may include activities related to contributions to enforcement coordination, data exchange, sharing of lessons learned and testing of technologies. In addition, given the geographic proximity of the two South African sites, there are several interventions that will serve to benefit both sites through integrating the workplan and budget. These activities have been developed with both SANParks and ECPTA.

Implementation of the national/regional enabling conditions will be implemented by WFA. This component will include the provision of an experienced Senior Law Enforcement Advisor to work with both sites as they implement and institutionalize the significant changes to law enforcement operations at site. This Advisor role will phase out over the course of the 5-years once suitable capacity has been developed at both agencies. The Senior Advisor will provide technical expertise on rhino law enforcement including the deployment of suitable technologies and help facilitate uptake of technologies at both sites to improve detection of poaching incursions. This component facilitates sharing of lessons learnt and building of collaboration between the sites and with other donor-funded efforts. This component will also include support for research activities to improve the body of knowledge and further optimize chances of achieving the rhino growth rates under an adaptive management framework, as well as knowledge management and systematization of the project's lessons learned.

This component will build on the organizational and financial due diligence conducted on each PA during the project preparation phase (Investment Readiness conducted from 2018 to 2020) to assess the enabling environment and to understand whether there were

any major associated risks to investment. The enabling conditions categories will be continually assessed during the Project to resolve risks if they arise.

1.1.3 Component 3 – Project management and monitoring (US\$0.5 M)

This component will support project management activities to ensure cost-efficient, timely, and quality delivery of project activities and results, including monitoring and evaluation and project reporting. This would include support for fiduciary management aspects, including procurement and financial management, the World Bank's Environmental and Social Framework (ESF), and monitoring and evaluation. It supports the Monitoring and Evaluation system to report to the GEF, according to its monitoring policies and guidelines on the expected project's results (disaggregating by gender, where appropriate), informing the Conservation Success Payment. Component 3 activities will be carried out by staff assigned by SANParks and the ECPTA to carry out these functions.

The project design includes targeted interventions for generating better jobs at both sites. The number of direct beneficiaries disaggregated by gender as co-benefit is a key indicator that will be monitored and reported on for the project. This will provide detail on permanent and temporary employment at both sites, disaggregated by gender.

1.1.4 Component 4: Conservation Success Payment (US\$13.76 M)

This component will support the disbursement of the GEF Non-Grant Instrument (NGI) funds (up to USD 13.76M) as a conservation success payment to the IBRD bond holders as part of bond redemption. Repayment of GEF NGI funds to the GEF will only be made if the success threshold of est. 4 percent rhino growth is not reached at the close of the 5-year project. If repayment to the GEF is needed, it will vary between USD 0 and USD 13.76 million based on rhino growth rate.

2. ENVIRONMENTAL AND SOCIAL BASELINE FOR THE GREAT FISH RIVER NATURE RESERVE

The Eastern Cape is located on the east coast of South Africa between the Western Cape and KwaZulu-Natal provinces. Inland, it borders the Northern Cape and Free State provinces, as well as Lesotho. It is approximately 170 thousand km² and is inhabited by about 6.7 million people. This equals about 13.8 percent of both the total population and the total land area of South Africa. The majority speak isiXhosa, followed by Afrikaans, then English and Sesotho. Bhisho is the capital of the East Cape Province and hosts the governing bodies. Port Elizabeth in Algoa Bay is the largest city and biggest industrial hub in the Eastern Cape Province. The Eastern Cape is divided into 6 District Municipalities and two Metropolitan Areas (Nelson Mandela Bay – Port Elizabeth, and Buffalo City - East London). It is further divided into 37 Local Municipalities. The region boasts remarkable natural diversity, ranging from the semi-arid Great Karoo to the forests of the Wild Coast and the Keiskamma Valley, the fertile Langkloof, and the mountainous southern Drakensberg region. The Eastern Cape's main feature is its spectacular coastline bordering the Indian Ocean.

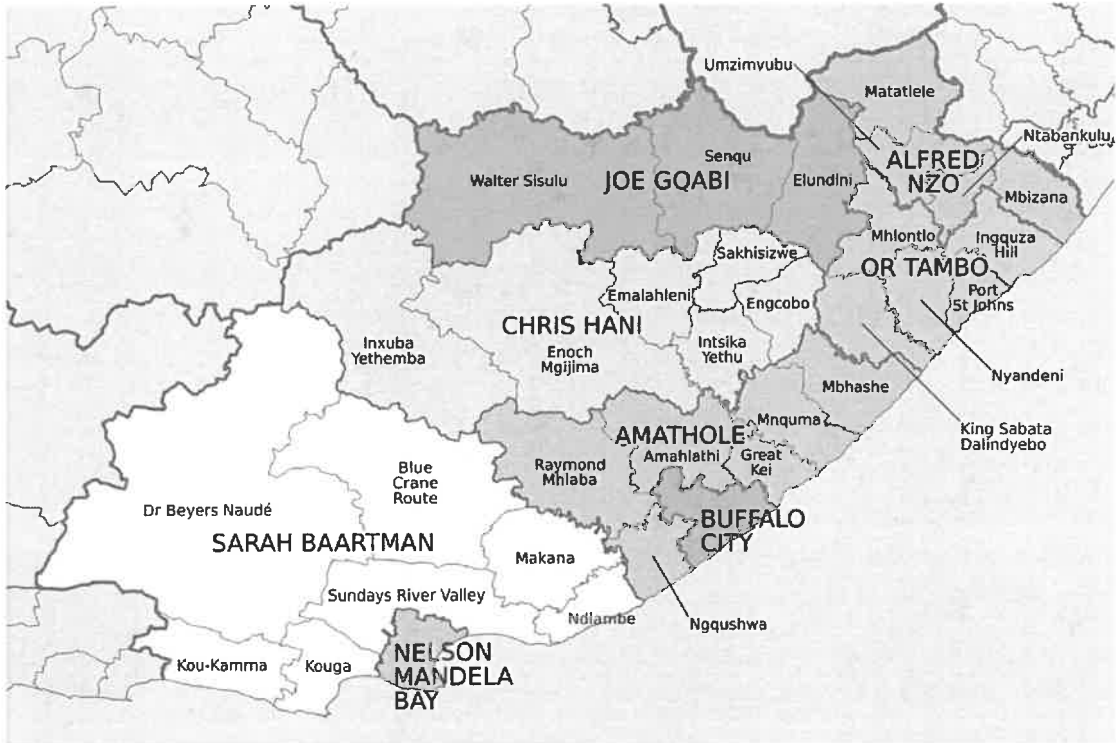


Figure 1: Eastern Cape Province and Municipalities

Figure below depicts the study area wherein the infrastructure will be developed/ upgraded. It should be noted that only the activities not requiring an environmental and social assessment or approval under national law are addressed in this ESMP:

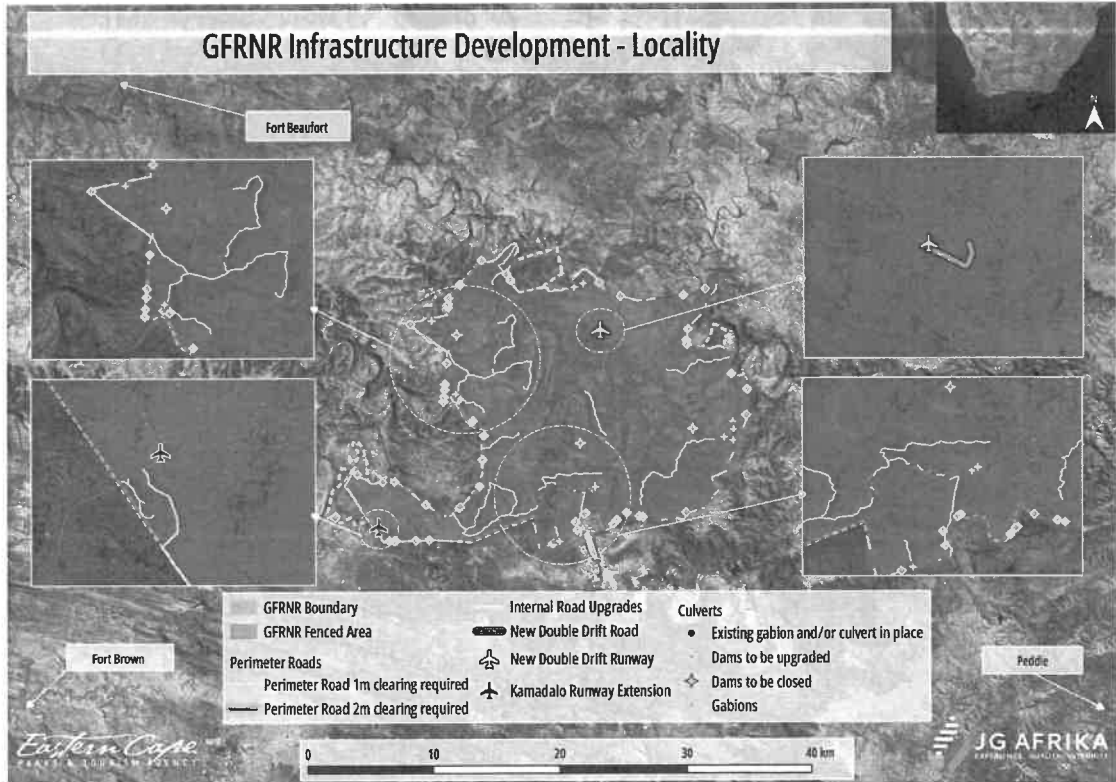


Figure 2: Locality map showing the study area, i.e., the Great Fish River Nature Reserve, wherein infrastructure will be developed and/or upgraded

2.1 Environmental Context

2.1.1 *Climate*

The Eastern Cape has nine climatic regions ranging from areas with late summer rainfall and frosty winters, to areas that experience rainfall throughout the year. Generally, it is one of the coldest regions in South Africa with an average daily high temperature of 24 degrees Celsius. The northern areas generally have a high altitude and little water, which result in semi-arid conditions that characterize regions such as the Karoo. To the south, the climate is different since a number of rivers trickle down from the mountains and provide an ample supply of water. The coast experiences more wind and higher levels of humidity. Conditions inland are usually drier and hotter and there is a lower rainfall level than at the coast. In summer, temperatures range from 16 to 26 degrees Celsius while winter temperatures range from 7 to 20 degrees Celsius. Winter months fall between April and August while summer temperatures are highest between November and April.

2.1.2 *Topography, geology, and soils*

The geology of the area is predominantly grey/red mudstone, sandstone and arenite of the Middleton formation derived from the Adelaide and Escort formations (Subgroup: Bedford group, Karoo Super Group), with sandstone dominating the formation. The soils promote erosion and are considered as shallow (less than 1cm) clay soils derived from geological parent material in the area.

The Great Fish River valleys contain nutrient rich mudstones with resistant sandstones on the inter-basin ridges. Clayey, dystrophic soils occur throughout the reserve and surrounding area, except close to the river where alluvial silt is deposited. Fertility is generally high, with the western sectors of the reserve (shale) being inclined to erosion. There are quartzitic and sandstone ridges on the southern sector of the GFRNR while the middle sector is composed of undulating hills with wide valleys and the northern and western sections are a mosaic of highly fissured valleys and drainage lines. The geology of the middle, west and northern sections is dominated by shales and mudstones. The south is composed of sandstones, tillites and quartz parent material occurs. The topographical variation together with the geological substrate results in a great degree of plant community diversity both between and within vegetation types of this reserve.

The soils of the Eastern Cape show similarities to other sub-tropical soils with a high percentage of mica, quartz and kaolinite. Where they are farmed without suitable management, they typically show low levels of nutrients. The soils of the Eastern Cape are typically shallow, unstable and less developed, apart from those few areas that receive more reliable and efficient rainfall. With predominantly sandy soils and dry conditions, soil erosion is a major problem in the Eastern Cape when poor pasture management occurs.

2.1.3 *Hydrology*

The Sundays River and its tributaries form the most significant river system that flows through the park. This River is of great value for irrigation in the lower Sundays Valley and extends well beyond the boundaries of the proposed park, with significant tributaries or at least their headwaters occurring within the proposed park. These include the Coerney, Krom, Wit, Kabouga and the Klein Uie Rivers. Other important river systems that flow within the planning domain are the upper Bushman's River with its tributaries, the

Blou, and Steins Rivers (northeast), and the Boknes River and its tributaries (south-east). The Sundays and Boknes Rivers are the only Rivers, within the planning domain, that flow into the sea.

The Darlington Dam (previously Lake Mentz) is a 4,350ha reservoir within the park that receives Orange River water through inter-basin transfer. The Sundays River Irrigation Board manages the water release programme. Nine different types of water bodies occur in the park, each having a complement of biotopes with characteristic flora and fauna that collectively add to the broad diversity of the park.

2.1.4 Forests

South Africa's plantations represent about 1 percent of the world's forestry plantations of 109.5 million ha. The plantations of the Eastern Cape, which total 129,334 ha, represent 10 percent of South Africa's total forestry plantations. 51 percent of the province's plantations are privately owned, while 46 percent are state-owned. 103,807 ha (81 percent) are pine plantations. Additionally, the National Forest Inventory (NFI) identified 226,997 ha of natural forest in the Eastern Cape out of which 139,944 ha are named and are assumed to be legally demarcated forests. 87,053 ha of forest, while shown on the NFI maps, are not identified by any names, and are assumed not to be legally demarcated. The most significant commercial activities in the forestry sector arise from the processing of timber from the province's commercial forestry plantations. It is estimated that around 770,500 m³ of timber is processed in the Eastern Cape each year, producing 328,700 m³ of sawn board which is mainly used in the construction sector.

2.1.5 Fauna and flora

2.1.4.1. Flora

The geology, topography and climatic variations have resulted in high levels of plant diversity and a high incidence of plant endemism. Sub-tropical Fish River Thicket is the dominant vegetation type, interspersed with areas of savanna and grassland. Generally, the vegetation at the higher elevations has greater grass content whereas in the low-lying areas the vegetation is short and thorny or succulent thicket. Annual rainfall influences the amount of grass growth available to herbivores.

The vegetation has three main physiognomic components, a woody tree and tall shrub component, a dwarf shrub component, and a grass component. Of the broad habitat types represented in the GFRNR i.e., Albany Thicket, Fish Arid Thicket, Fish Valley Thicket, Dune Thicket with Grassland, Valley Thicket, Valley Thicket with Succulent Karroo, and Grassland - the thicket and thicket mosaic types are most prominent vegetation types.

The vegetation map for the GFRNR identifies 12 vegetation units, namely:

- Tall Euphorbia Thicket
- Short Euphorbia Thicket
- Medium Portulacaria Thicket
- Dry Forest
- Bush clump Karroid Thicket
- Riverine Acacia Thicket
- Riverine Combretum Thicket

- Karroid Cynodon Shrub land
- Succulent Aloe Shrub land
- Bush Clump Savannah
- Acacia Savannah
- Grassland

2.1.4.2. Fauna

Historically, when the large mammal complement was being initially restored after the change in land use, several extra-limital species were introduced into the Double Drift Nature Reserve. Current best practice biodiversity thinking excludes these species from the list of desirable species and effort has been made to remove these extra-limital species through game auctions or culling. They include blue wildebeest (LC)⁷, nyala (LC), waterbuck (LC) and white rhino (NT). Warthog (LC) from Zululand were introduced on the understanding that they were the same as the species which was extirpated from the eastern Cape in the mid-1800s. This has subsequently however been demonstrated to be incorrect and they are now considered to be alien invasive species.

Restoration of indigenous large mammals has however progressed well and the GFRNR currently has a large and diverse population of indigenous mammal species, particularly large and medium-sized herbivores. The large predator component remains to be re-established although there are signs of a few leopards in the area. In total 73 mammal species, including hippopotamus (VU), aardvark (LC), honey badger (LC), black-backed jackal (LC), brown hyena (NT), caracal (LC), and Cape clawless otter (NT) have been noted on GFRNR and red hartebeest, springbok, steenbuck, grysbok, kudu and eland have been re-introduced including a healthy population of over 200 disease free buffalo.

There is limited documentation on the birdlife in the GFRNR although 245 species, including Cape vulture, black eagle, martial eagle, kori bustard, Denham's bustard, ground hornbill, giant eagle owl and blue crane, have been noted. The reptile and amphibian list for the reserve currently includes 51 reptiles (including tent tortoise (EN), Eastern Cape Albany scrub lizard and African python) and 16 amphibians (including African bullfrog and bushveld rain frog). There is currently no database regarding diversity of fish and invertebrate species and no systematic effort has been made to identify endemics, threatened or endangered species.

Importantly GFRNR boasts the third largest population of black rhino (CR) (*Diceros bicornis minor*) in the country.

2.1.6 Aquatic ecosystem

The Great Fish River, and its main tributary, the Kat River, are the dominant drainage features in GFRNR although neither is perennial. The Great Fish River does however get supplemented by water from the inter-basin transfer from the Orange-Vaal River system which makes it functionally perennial. The riparian vegetation is dominated by reeds, sedges, and woody vegetation. None of the aquatic ecosystems or species which commonly occur in this area, such as the common barbel (*Barbus barbus*) is considered endangered or critically endangered. This vegetation influences the energy flow of the river.

The following natural aquatic freshwater ecosystems are found in the GFRNR:

- Rivers and streams

⁷ IUCN conservation status – LC – least Concern, NT – Near Threatened, CR – Critical Endangered, EN – Endangered, VU- Vulnerable.

- Floodplain Wetlands
- Channelled Valley Bottom Wetlands
- Unchannelled Valley Bottom Wetlands
- Wetland flats
- Pans/Depression

2.1.7 Great Fish River Nature Reserve

GFRNR is 45,500 ha and straddles the Great Fish River in the southeast of the Eastern Cape Province, 150 km from Port Elizabeth, midway between Grahamstown and King William's Town. The Great Fish River bisects the GFRNR, which comprises representative steep river valleys and inter-basin ridges of the Great Fish River catchment area, dense, semi-succulent, thorny scrub or thicket and notable variations in topography and elevation ranging from 95 to 559 m.

The geology, topography and climatic variations have resulted in high levels of plant diversity and a high incidence of plant endemism. Subtropical Fish River Thicket is the dominant vegetation type, interspersed with areas of savannah and grassland. Generally, the vegetation at the higher elevations has greater grass content whereas in the low-lying areas the vegetation is short and thorny or succulent thicket. Annual rainfall influences the amount of grass growth available to herbivores. The vegetation has three main physiognomic components, a woody tree and tall shrub component, a dwarf shrub component, and a grass component. GFRNR represents a critical habitat for several species, including black rhino. Of the broad habitat types represented in the GFRNR, namely Albany Thicket, Fish Arid Thicket, Fish Valley Thicket, Dune Thicket with Grassland, Valley Thicket, Valley Thicket with Succulent Karroo and Grassland, the thicket and thicket mosaic types are most prominent vegetation types.

Historically, when the large mammal complement was being initially restored after the change in land use, a number of extra-limital species were introduced into the Double Drift Nature Reserve. The understanding of ecological functioning is that extra-limital species are undesirable and an effort has been made to remove these through game auctions or culling. They include blue wildebeest, nyala, waterbuck and white rhino. Warthog from Zululand were introduced on the understanding that they were the same as the species, which was extirpated from the Eastern Cape in the mid-1800s. This has subsequently been demonstrated to be incorrect and they are now considered to be an alien invasive species.

Restoration of indigenous large mammals has progressed well and the GFRNR currently has a large and diverse population of indigenous mammal species, particularly large and medium-sized herbivores. The large predator component remains to be re-established although there are signs of leopard in the area. In total, 73 mammal species, including hippopotamus, aardvark, honey badger, black-backed jackal, caracal, and cape clawless otter have been noted on GFRNR and red hartebeest, steenbuck, grysbok, kudu and eland have been re-introduced including a healthy population of over 200 disease free buffalo. There is limited documentation on the birdlife in the GFRNR although approximately 240 species, including Cape vulture (VU), Verreaux's eagle, martial eagle (EN), kori bustard (NT), Stanley's bustard (NT), ground hornbill (VU), giant eagle owl (LC) and blue crane (VU), have been noted. There is currently no database regarding diversity of reptiles, amphibians, fish and invertebrate's species and no systematic effort has been made to identify endemics, threatened or endangered species. GFRNR boasts an important population of black rhino (*Diceros bicornis minor*).

The eastern part of the GFRNR is characterised by dense populations of people living on communal land, with high levels of unemployment, a strong sense of traditional

leadership, and largely dependent on subsistence agriculture, natural resource use and social grants. In contrast, the areas to the west are characterised by commercial agriculture and private game reserves, low population densities, private freehold land and low levels of unemployment.

2.1.8 Surrounding Land-use

GFRNR is surrounded by a mixture of private and government owned land. Eastern Cape has seen a significant growth in privately owned game farms and ecotourism establishments, which is viewed as more environmentally and economically sustainable than livestock farming.

2.2 Social Context

2.2.1 Population and Size⁸

Between the 2011 Census and the 2016 Community Survey the total population of the Eastern Cape increased from 6.6 million to 7 million, or by 6.6 percent. This was slightly less than the South African population increase of 7.5 percent. The relatively slow growth of the Eastern Cape population is due to net out-migration rather than lower fertility rates or higher morbidity rates than the national average, higher than other South African provinces. Deep rural areas are de-populating. Over the 2011 to 2016 period, the Eastern Cape's population contracted by 52,930 people due to the net effects of migration. The outmigration of men is more pronounced than females; 56.8 percent of the population over age 30 in the province is female.

The total fertility rate has been declining over the last few years in all South African provinces. Eastern Cape has seen a marked decline in the total fertility rate: down from 3.55 (between 2001 and 2006) to an estimated 3.06 (between 2011 and 2016). The population age structure of the Eastern Cape mirrors that of South Africa in that it has a large proportion of young people. In the province, minors (ages 0-14) account for 34.8 percent of the provincial population.

2.2.2 Economic Growth and Setting

The historic absence of significant mining activity in the Eastern Cape, and the creation of the former homelands as unproductive "labour reserves", are the main reasons that the provincial economy has tended to underperform compared to the national economy in terms of higher rates of poverty and unemployment. Generally, the province has a rather small and slow-growing private sector with low levels of fixed investment. The capital assets per capita are approximately half the national average. The province also has a small agricultural sector with declining levels of employment; partial de-industrialisation, particularly of labour-intensive, non-automotive manufacturing; and very low levels of productive economic activity in the former homelands. In terms of economic structure, there are significant differences between the province and the country. The Eastern Cape has a very small primary sector (the smallest in South Africa both absolutely and as a percentage of provincial GDP), a medium-sized secondary sector and the largest tertiary services sector (as a percentage of GDP) in the country. Within the tertiary sector, the largest sub-sector is general government (including community services), which accounts

⁸ This section is based on Statistics of South Africa www.statssa.gov.za.

for 20 percent of national GDP and contributes 34 percent of provincial gross domestic product. This underlines the province's dependence on state spending (and social grants), and its high-risk exposure to future fiscal contractions. Local economies in the former homelands are particularly dependent on state spending and social grants. The impact at the national level of prolonged recession, low growth and low investment levels has been harsh. The Eastern Cape has been particularly badly affected.

Most economic activity in the province is in the two coastal metro areas. The relatively high population growth of several other coastal municipal areas also indicates the emergence of a predominantly coastal economy. There has been increasing unemployment, including in the economic hubs (unemployment in Nelson Mandela Metro increased from 26.4 percent to 28.8 percent between 2006 and 2016). There are 781,000 unemployed people in the Eastern Cape and there was a net loss of 64,570 jobs between 2006 and 2016. Employment growth has low since adoption of the Provincial Development Plan in 2014 and youth unemployment now stands at 39.1 percent (official definition). Since the downturn, the Eastern Cape has lagged behind national trends in production, employment, education levels and population growth. This is reflected in the falling share of the Eastern Cape in the national economy on key measures.

2.2.3 Education

An estimated 28 percent of the Eastern Cape population over the age of 20 years old have either a matric qualification or some form of tertiary education in 2015. This is the lowest in the country and also notably less than the national average (39 percent). However, at 6.5 percent, the province has the fourth lowest proportion of individuals with no schooling after the Western Cape (3.2 percent), Gauteng (4.2 percent) and the Free State (7.5 percent). The Eastern Cape Education Department experienced a decrease in overall learner enrolment of 105,501 learners (5.1 percent) between 2010 and 2014, with a decrease of 13,445 enrolments (0.7 percent) between 2012 and 2013 alone. In 2014, learner numbers increased marginally by approximately 8,800. Learner numbers are expected to decline marginally in 2015.

2.2.4 Agriculture and Manufacturing

Merino sheep, Angora goats, and dairy cattle are raised throughout Eastern Cape. Wheat, corn (maize), and sorghum are grown inland with irrigation, while oranges, pineapples, tobacco, and potatoes are cultivated along the coast. Port Elizabeth and East London are manufacturing centres where the production of motors and the canning of fruit and vegetables are important.

2.2.5 Poverty and Income Distribution

The Eastern Cape and Limpopo have remained among the poorest provinces since 2001. However, the report shows a notable 17,5 percentage point drop in multidimensional poverty in the Eastern Cape since 2001. Eastern Cape remained the poorest province in 2016, with 12.7 percent of its households classified as multi-dimensionally poor. The report highlights that black African females, children (17 years and younger), people from rural areas, those living in the Eastern Cape and Limpopo, and those with no education, are the main victims in the ongoing struggle against poverty. Eastern Cape had the highest percentage (95.4 percent) of older poor persons receiving an old-age grant when compared to the other provinces. Although the percentage is high, there is not too much of a difference between the older poor persons and the province's coverage for its overall older population. Eastern Cape (42,8 percent) also has the highest percentage of poor households with children receiving child support grants compared to other provinces. In

the Eastern Cape, the poverty headcount was 76.6 percent in 2006; 77.4 percent in 2009; 69 percent in 2011; and 72.9 percent in 2015.

The share of people in extreme, or food poverty, stood at 36.7 percent in 2018 and the upper bound poverty line at 69.1 percent. From 2011, however, there is a notable trend reversal, with poverty on the increase for all three poverty measures. Poverty shows a similar trend of decline followed by regression across poverty measures, including the South Africa Multiple Index of Deprivation. While households gained better access to services and facilities, their financial situation has deteriorated due to a combination of international and domestic factors such as stagnant economic growth, increasing unemployment and higher prices.

The province is facing a quadruple burden of disease, driven by HIV/AIDS and tuberculosis, non-communicable diseases, maternal and child mortality, injury and violence. Health status is also influenced by environmental conditions, incomes and living conditions. Food security remains low, with child stunting still persistent. The number of people with HIV/AIDS has increased from 314,000 in 1996 to 838,000 in 2018, due to treatment availability and improved survival rates. AIDS-related deaths have decreased from 35,000 at its peak in 2003 to 15,000 in 2018. HIV positive estimates and estimated HIV death rates follow the national trends. Young women show the highest rates of prevalence and incidence.

2.2.6 Gender Based Violence

The Eastern Cape Province has some of the highest number of Gender Based Violence (GBV) and sexual assault cases in South Africa. The COVID-19 lockdown has further aggravated instances of GBV and SEA with a total of 7,056 cases being reported in for the province at the end of 2020. There are a total of 168 non-profit organizations working in partnership with the social development department in Eastern Cape to create awareness about GBV/SEA and to support survivors.

2.2.7 Labour and Employment

Over half of the youth labour force (57.3 percent) are unemployed within the Eastern Cape and the official unemployment rate for the province in the third quarter of 2016 was 28.2 percent. Most districts within the Eastern Cape have a comparable youth unemployment rate, the lowest, however, is Sarah Baartman with 39.6 percent and the highest is O.R. Tambo with 63.4 percent, followed closely by Amathole with 62.9 percent. These are the only two districts over 60 percent, while Sarah Baartman is the only district below 50 percent. Statistics South Africa 3rd quarter 2014 indicates that 28 percent of women within the labour force are unemployed. Thus, the female unemployment rate is aligned with the general unemployment rate for the province. The districts with the largest female unemployment rates are O.R. Tambo (43.5 percent), Amathole (43 percent) and Alfred Nzo (42.8 percent). The lowest female unemployment rate was in Sarah Baartman at 30.1 percent.

The provincial labour force numbered just over 2 million in the third quarter of 2016, up by approximately 284,000 since the third quarter of 2011. Black Africans accounted for 82.7 percent of the labour force, followed by Coloured (11.5 percent) and Whites (5.7 percent). In the third quarter of 2016, the three largest formal sector industries in terms of employment in the Eastern Cape were community, social and personal services, which includes the government sector (28.6 percent of formal sector employment), wholesale

and retail trade (23.3 percent) and manufacturing (10.7 percent). Together, these three industries account for 62.6 percent of all formal sector employment in the Eastern Cape in 2016.

2.2.8 *Water and Sanitation*

Access to water in adequate quality and quantity is a national challenge for South Africa as with the Eastern Cape Province. The highest access to piped water is within the Nelson Mandela Bay (90.3 percent) and Sarah Baartman (85.8 percent), with Buffalo City third with 70.6 percent. Amathole leads the province with households that access water through community stands, followed by Chris Hani and O.R. Tambo. Nelson Mandela Bay, Chris Hani, Buffalo City and Sarah Baartman source almost all their water from either piped water or community stands. O.R. Tambo and Alfred Nzo source the majority of their water from natural sources, such as dams, rivers and streams. Growth in households' access to piped water between 2012 and 2013 has been small, but positive.

Flush and chemical toilets are the most widely used sanitation type in the province, with the majority of households in Nelson Mandela Bay (89.3 percent), Buffalo City (71.3 percent), and Sarah Baartman (73.5 percent) having access to this sanitation type. Other districts have larger access to pit latrines over toilets; this includes Amathole (46.6 percent), O.R. Tambo (57.2 percent) and Alfred Nzo (67 percent). The Eastern Cape saw an increase in bucket latrines of 0.8 percent in 2012/2013, with the highest growth in Buffalo City at 1.1 percent, followed by Joe Gqabi at 0.9 percent and the lowest growth of 0.5 percent in Alfred Nzo and O.R. Tambo.

2.2.9 *Electricity*

Access to electricity is highest in urban environments whilst access is lower in rural areas. Electricity access is available throughout all districts, with only two districts not having at least 70 percent of households connected to the grid. These are Joe Gqabi with 69.1 percent, and Alfred Nzo with only 46 percent of households.

3. DESCRIPTION OF SUB-PROJECT ACTIVITIES

This ESMP consists of the set of mitigation, monitoring, and institutional measures to be implemented during construction and operational phases of sub-project activities that do not require an Environmental Authorization prior to commencement. These measures aim to eliminate adverse environmental and social risks and impacts, offset them, or reduce them to acceptable levels. The ESMP also includes the measures and actions needed to implement these measures.

Mitigation and monitoring measures of the following development aspects are entailed in this ESMP:

- Pruning of vegetation along existing fence line for maintenance of existing fence
- Installation of electric fence infrastructure
- Maintenance of river crossings (cable with suspended conveyor belt)
- Clearing of vegetation within existing road footprint

- Grading of road within existing footprint and installation of standard storm water measures
- Installation of solar geysers, solar electricity, and rainwater tanks at accommodation units
- General maintenance and repairs of accommodation units
- Refurbishing and equipping existing building at Sam Knott offices
- Installation of 5000 litre diesel storage tank at the Sam Knott offices

Table 1 summarises sub-project activities and associated legislated requirements prior to implementation:

Table 1: Summary of sub-project activities and associated legislated requirements

| Component | Activity | NEMA Listed Activity | NWA Water Use Authorisation | Instrument |
|----------------------------------|--|-----------------------------|------------------------------------|-------------------|
| 1. Perimeter fence | 1.1. Pruning of vegetation along existing fence line for maintenance of the existing fence. | No | No | ESMP |
| | 1.2 Installation of electric fence infrastructure | No | No | ESMP |
| 2. Maintenance of internal roads | 2.1 Clearance of vegetation within existing road footprint | No | No | ESMP |
| | 2.2 Grading of road within existing footprint and installation of standard storm water measures | No | No | ESMP |
| 3. Accommodation | 3.1 Installation of solar geysers, solar electricity, and rainwater tanks at accommodation units | No | No | ESMP |
| | 3.2 Repair and replacement of leaking and damaged ceiling boards | No | No | ESMP |
| | 3.3 Fitting of cupboards and sinks | No | No | ESMP |
| | 3.4 Internal and external painting of walls | No | No | ESMP |
| | 3.5 Replacement of doors and windows | No | No | ESMP |
| | 3.6 Legalising electrical connections where illegality was observed | No | No | ESMP |
| 4. Workshop and fuel storage | 4.1 Refurbishing and equipping existing building at Sam Knott offices | No | No | ESMP |
| | 4.2. Installation of 5000 litre diesel storage tank at the Sam Knott offices | No | No | ESMP |

The ESMP shall form part of the contractor's documents and adherence thereto will be monitored throughout the project lifecycle.

The following activities will form part of the infrastructure development and upgrades in the GFRNR:

3.1.1. *Perimeter fence*

This activity has two components namely: 1) pruning of vegetation along the existing fence line for maintenance of the existing fence, and 2) installation of the electric fence structure.

The existing perimeter fence is approximately 100 km in length. It consists of a 22-strand high-strain fence that is 2.4 m high with steel inline poles at 20 m intervals (see [Figure 3](#)) The poles are concreted into 800 mm x 600 mm deep pits and are 100 mm thick. Steel Y-standard poles are placed at four metre intervals between the poles and steel droppers at one metre intervals between these. There are also five electrified strands that are offset from the main line. Areas under the fence have been closed and secured with gabion baskets. Sections of the fence require maintenance (see [Figure 4](#)), which will entail securing poles, entail re-tensioning or replacement of strands, and reestablishment of damaged or missing energizers and solar panels. The energizers and solar panels previously installed were stolen. To prevent future theft of the panels, the solar panels will be mounted on poles. Regular patrols will be undertaken, and security will improve with improved access tracks thereby improving accessibility and mobility.



Figure 3: The existing perimeter fence at the GFRNR

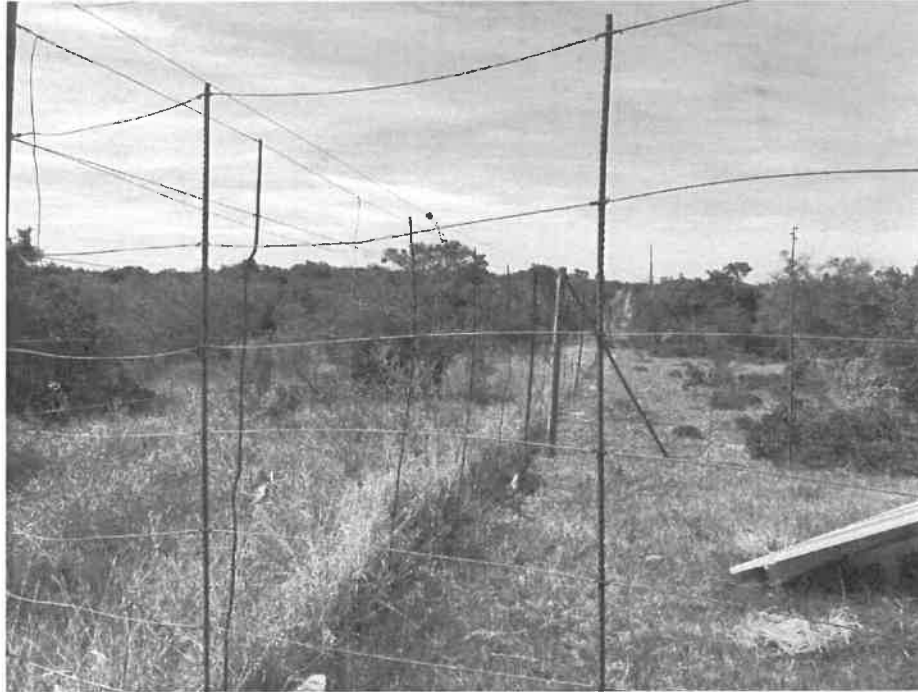


Figure 4: An example of the perimeter fence line which requires repair and maintenance work

This component will require a team of 10 individuals and is estimated to take 2 months to complete.

3.1.2. *Maintenance of internal roads*

This activity will involve maintenance of about 22 sections of the existing gravel road network (Figure 5 and 6), which has roads measuring approximately 3 m wide and a cumulative length of approximately 67 km. This will include the re-establishment of old, disused roads. Any vegetation that has become established within the existing sections of road will be cleared. Most of the roads will be graded, while some will need to be ripped by a bulldozer and graded. It is anticipated that no new material will be imported to surface the roads.



Figure 5: View (1) of an example of the internal gravel roads to be maintained within their existing footprint.



Figure 6: View (2) of an example of the internal gravel roads to be maintained within their existing footprint.

Standard storm water measures will be implemented, including grading the roads to a cambered surface and the installation of earthen cross ditches and berms (which will

drain into vegetated areas) at regular intervals. All road maintenance activities will occur within current footprints.

3.1.3. *Accommodation Units*

Although initial plans were to develop new accommodation units for a security manager and field rangers, these plans have been abandoned in favour of renovating and upgrading existing buildings. The upgrading of the existing units will entail the following:

- Installation of solar geysers, solar electricity, and rainwater tanks at the accommodation units
- Repair and replacement of leaking and damaged ceiling boards
- Fitting of cupboards and sinks
- Internal and external painting of walls
- Replacement of doors and windows
- Legalising electrical connections where illegality was observed

The existing accommodation units which have been identified for renovations and upgrading are listed below. These units are located within the centrally located boundaries of the Park, in remote locations and therefore not within close proximity of any communities.

- Kwamadolo staff accommodation (B1)
- Kingston
- Doubledrift staff accommodation (B8)
- Fort Whiltcher (B4)
- Retreat (Rangers Base)
- Monitoring house
- Conservation Manager house

The reserve management ensures male and female segregation. It should be noted that occupied units will be prioritised as means to improve conditions for the current staff. The status quo will be maintained unless otherwise required.

3.1.4. *Workshop and fuel storage*

The development of a fuel storage facility and vehicle workshop at the Kamadolo side of the reserve are proposed. The fuel storage facility will comprise a single above ground diesel storage tank of 5 000 l, mounted on a frame, which will be attached to a concrete foundation. There is an existing tank that will be moved from the Double Drift office to the Kamadolo office and then refurbished. The tank will be at least 25 m from buildings and any combustible materials. It will have a bunded area of at least 1.5 m offset from the edges of the tank, at least 350 mm high watertight bund walls, and be able to hold 110% of the stored capacity. Fire extinguishers, hydrants and spill response equipment will be kept on site, and staff will be trained to deal with emergency situations. The existence of a fuel storage tank on the reserve is an effort to achieve energy efficiency. Currently vehicles must be driven to Makhanda to refuel, and this results in wastage of time and fuel. No vegetation clearing will be required to prior to commencement of any components of this activity.

The initial plan was to construct a new structure for the workshop; changes have been applied and the current plan entails the development of a workshop within the existing

building at the Kamadalo office. The workshop is required to allow for basic servicing of vehicles and other equipment on the reserve. This will increase efficiency as it will negate the need to procure the services of external agents for this purpose and reduce downtime. It will also enable more frequent preventative maintenance of vehicles and other equipment, which should reduce the incidence of failure. The workshop will contain a bunded floor area for oil changes. Used engine oil and other fluids will be temporarily stored, in an area to minimize any potential pollution that may result from this, before being transported to a registered waste management company for recycling.

Hazardous material for use during operational phase will be stored at the workshop area; bund walls for storage of such material will be constructed in accordance with relevant standards.

3.1.1 Construction activities and labour requirements

ECPTA will appoint local construction companies through a competitive bidding process for the infrastructure development and upgrades in the GFRNR. Construction is anticipated to take approximately 6 to 8 months to complete. These are the main activities associated with the contract ad covered in this ESMP.

| | |
|--|--|
| <p>Perimeter fence and perimeter road (4x4 track)</p> <ul style="list-style-type: none"> • Repairs and maintenance to the existing perimeter fence • Improving vehicular access to the perimeter fence to enable access for routine maintenance and to facilitate perimeter security patrols. • Maintenance of gabions | <p>Internal roads</p> <ul style="list-style-type: none"> • Maintenance of 22 sections of the existing gravel road network, which has roads measuring approximately 3 m wide and a cumulative length of approximately 67 km. • Re-establishment of old, disused roads. • Implementation of standard storm water measures, including grading the roads to a cambered surface and the installation of earthen cross ditches and berms at regular intervals • Maintenance of existing gabions |
| <p>Accommodation Units</p> <ul style="list-style-type: none"> • Installation of solar geysers, solar electricity, and rainwater tanks at accommodation units • Repair and replacement of leaking and damaged ceiling boards • Fitting of cupboards and sinks • Internal and external painting of walls • Replacement of doors and windows <p>Legalising electrical connections where illegality was observed</p> | <p>Workshop and Fuel storage</p> <ul style="list-style-type: none"> • Refurbishing and equipping existing building at Sam Knott offices • Installation of 5000 litre diesel storage tank at Sam Knott offices |
| <p>General:</p> <ul style="list-style-type: none"> • Vegetation clearance within the existing road footprint (where required) • Pruning of vegetation along the existing fence line • Levelling of site • Construction rubble and waste management • Removal of construction debris and re-instatement/landscaping/ fire breaks around unit | |

Contractors will be required to source local labour from the neighbouring communities. Approximately 50 labourers will be appointed at the peak of construction. It is anticipated that no accommodation will be required for the duration of the construction period as labourers will be sourced from neighbouring communities. For any skilled labourers, not sourced from the local communities, the contractor will be responsible to supply adequate temporary accommodation, as and when required in neighbouring towns for

ease of commuting. All project workers (local labour and skilled workers) will be required to sign and adhere to the Code of Conduct and undergo SEA/SH/GBV, HIV/AIDS and COVID-19 sensitization training as stipulated in this ESMP. There will be no contractor's accommodation camps on site.

3.2 Scope of the ESMP

The ESMP was prepared to ensure a holistic approach to the management of the potential environmental and social impacts that may occur during the implementation of the sub-project activities as set out in Section 3.1. The sub-project activities have been screened using the screening tool set out in the ESMF. The potential impacts associated with the proposed sub-project activities are considered to be of moderate to low significance and site-specific. ECPTA confirms that the thresholds for the proposed sub-project activities falls under the thresholds for which an environmental authorisation in terms of the National Environmental Management Act (Act 107 of 1998) is required.

The ESMP was prepared in line with the existing environmental and social management plans, occupational health and safety, human resources policies, including the policy on sexual harassment and other existing safety, health, environmental and quality management frameworks of ECPTA. It further sets out good international best practices for environmental and social controls and measures to be implemented by GFRNR, their contractors and all other third parties involved in the construction and operation of the project.

The ESMP was developed taking into consideration a risk management and mitigation hierarchy (Figure 13Figure 7) approach to avoid, minimize and reduce, mitigate, and/or offset potential adverse environmental and social impacts. It is regarded as a living document which is subjected to change during the life cycle of the project based on observations, findings or change in activity scope or approach.

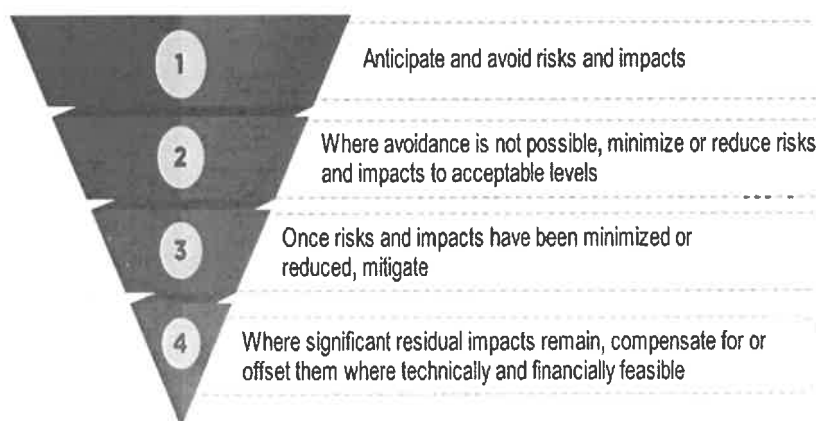


Figure 7. Risk Management and Mitigation Hierarchy

The ESMP considers all phases of the proposed project life cycle namely, Planning and Design; Construction; Operation and Maintenance and Decommissioning. Each of the project phases is anticipated to have unique environmental and social risks. The impacts related to each of the project phases and its corresponding mitigations are presented in Section 6.3. Each of the project phases is briefly described below.

3.2.1 *Planning and Design Phase*

This section of the ESMP (Table 3) provides management principles for the planning and design phase of the project. Environmental and Social management actions, procedures and responsibilities as required during the planning and design phase are specified. This section will specifically focus on avoiding potential impact during site selection and to minimize further environmental and social impacts through considering environmentally friendly designs and technology such as solar as part of the unit designs.

3.2.2 *Construction Phase*

This section of the ESMP (Table 3) provides management principles which need to be applied during the construction phase of the project. It contains specific environmental and social actions, procedures, responsibilities and monitoring and reporting requirements during the construction phase. These specifications will form part of the bidding and contractual documents and will be used to measure the Contractor performance.

3.2.3 *Operation and Maintenance*

This section of the ESMP (Table 3) provides basic management principles to be implemented during the occupation of the units and general maintenance that may be required to maintain the structural integrity and functionality of the units.

3.2.4 *Decommissioning Phase*

This section of the ESMP (Table 3) provides management principles in the unlikely event that the units will require decommissioning.

4. LEGAL AND ADMINISTRATIVE FRAMEWORK

This section outlines and highlights the relevant institutional and legal as well as policy framework in South Africa that has a direct bearing on the Project and sub-project activities. The chapter further highlights the World Bank ESSs applicable to the project and sub-project activities including a comparative analysis and gaps existing between the ESSs and host country regulations and suggestions on bridging the gaps.

4.1 The South African Legal and Policy Framework

Below is the summary of the legal and regulatory statutes in South Africa which are relevant to the Wildlife Conservation Bond project and sub-project activities. The legislative and policy framework informed the preparation of the ESMP. A detailed overview and description of the legislative framework is provided in the ESMF.

| LEGISLATION |
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| The South Africa Constitution (1996) |
| In respect of the Bill of Rights included in the Constitution of the Republic of South Africa, 1996, the citizens of South Africa have in terms of Section 24, the right to have the environment protected and to live in an environment that is not harmful to human health or well-being. The constitution is applicable as the project activities must ensure no harm to the environment or human health and well-being |
| National Development Plan 2030 |
| The National Development Plan (NDP) aims to eliminate poverty and reduce inequality by 2030. South Africa can realise these goals by drawing on the energies of its people, growing an inclusive economy, building |

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| LEGISLATION |
| capabilities, enhancing the capacity of the state, and promoting leadership and partnerships throughout society. The plan focuses on the critical capabilities needed to transform the economy and society. |
| National Environmental Management Act (Act No. 107 of 1998) |
| The National Environment Management Act (NEMA) (Act No. 107 of 1998) requires the protection of the environment for future generations, competent authorities to manage the environment, and sets out measures for environmental law enforcement. NEMA introduced the environmental impact management regime, in particular the EIA process. The Act is applicable as the project involves small scale civil works which may trigger the need for an environmental impact assessment to be undertaken and an environmental authorisation to be obtained from the relevant competent authority. The Act will also apply as it promotes protection of the environment and requirements for reporting of environmental incidents. |
| National Environmental Management: Protected Areas Act (Act No. 57 of 2003) |
| The Protected Areas Act (Act No. 57 of 2003) declares its objectives as to promote sustainable utilisation of protected areas for the benefit of people, in a manner that would preserve the ecological character of such areas; and to promote participation of local communities in the management of protected areas, where appropriate. The Act is applicable as the project activities will take place in a Protected Area. |
| National Environmental Management: Biodiversity Act (Act No. 10 of 2004) |
| The Biodiversity Act (Act No. 10 of 2004) provides for the management and conservation of South Africa's biodiversity within the framework of the National Environmental Management Act, 1998; the protection of species and ecosystems that warrant protection; the fair and equitable sharing of benefits arising from bio-prospecting involving indigenous biological resources; the establishment and functions of a South African National Biodiversity Institute; and for matters connected therewith. The Act is applicable as the project activities will take place in a Protected Area and may impact on the local biodiversity and ecosystems if impacts aren't mitigated. |
| National Water Act (Act No. 36 of 1998) |
| The National Water Act (Act No. 36 of 1998) is the primary legislation regulating both the use of water and the pollution of water resources. The Act is applicable as water will be obtained from boreholes for some of the project activities. Water for this sub-project activities will be used for domestic use and will be obtained from existing boreholes. |
| National Forest Act (Act No. 84 of 1998) |
| The National Forest Act (Act No. 84 of 1998) establishes natural forests and woodlands form an important part of that environment and need to be conserved and developed according to the principles of sustainable management. In terms of section 7(1) of the National Forests Act, 1998, no person may cut, disturb, damage or destroy any indigenous tree in, or remove or receive any such tree from, a natural forest except in terms of: (a) license issued under subsection (4) or section 23; or (b) an exemption from the provisions of subsection (4) published by the Minister in the Gazette. This Act is applicable as some clearing of vegetation may be required. |
| Environmental Conservation Act (Act No. 73 of 1989) |
| The Environmental Conservation Act (Act No. 73 of 1989) provides for the effective protection and controlled utilization of the environment and for the matters incidental thereto. This Act is applicable as the sub-project may have an impact on the environment if not properly mitigated |
| National Environmental Management: Air Quality Act (Act No. 39 of 2004) |
| The main objectives of the Air Quality Act (Act No. 39 of 2004) are to protect the environment by providing reasonable legislative and other measures to: <ul style="list-style-type: none"> ▪ Prevent air pollution and ecological degradation; ▪ Promote conservation; and ▪ Secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development in alignment with Sections 24a and 24b of the Constitution of the Republic of South Africa. This Act is applicable as the sub-project activities may lead to temporary release of emissions such as dust into the atmosphere. |
| National Environmental Management: Waste Act (Act No 59 of 2008) Amended |
| The main objective of the Waste Act (Act No. 59 of 2008) is to protect health and the environment by providing reasonable measures for the prevention of pollution and ecological degradation and for securing ecologically sustainable development; to provide for institutional arrangements and planning matters; to provide for national norms and standards for regulating the management of waste by all spheres of government; to provide for specific waste management measures; to provide for the licensing and control of waste management activities; to |

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| LEGISLATION |
| provide for the remediation of contaminated land; to provide for the national waste information system; to provide for compliance and enforcement. This Act applies as the sub-project activities will generate waste which will require appropriate disposal in line with the requirements set out in this act. |
| Occupational Health and Safety Act (Act No. 85 of 1993) |
| The objective of the Occupational Health and Safety Act (Act no. 85 of 1993) is to provide for the health and safety of persons at work and for the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety. This Act is applicable as the sub-project activities will involve minor construction work and employment of workers. |
| Compensation for Occupational Injuries and Diseases Act (Act No. 103 of 1993) |
| The Compensation for Occupational Injuries and Diseases Act 130 of 1993 intends to provide for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases; and to provide for matters connected therewith. This Act is applicable as the sub-project activities will involve minor construction work and employment of workers. |
| Physical Planning Act (Act No. 125 of 1991) |
| The objective of the Physical Planning Act (Act no. 125 of 1991) is to promote the orderly physical development of the Republic, and for that purpose to provide for the division of the Republic into regions, for the preparation of national development plans, regional development plans, regional structure plans and urban structural plans by the various authorities responsible for physical planning. |
| Basic Conditions of Employment Act (Act No. 75 of 1991) |
| The Basic Conditions of Employment Act (Act no. 75 of 1997) gives effect to the right to fair labour practices referred to in section 23(1) of the Constitution by establishing and making provision for the regulation of basic conditions of employment; and thereby to comply with the obligations of the Republic as a member state of the International Labour Organisation. The Basic Conditions of Employment Amendment Act, No 20 of 2013 was published and became effective on 1 September 2014. This Act is applicable as the sub-project will engage direct and contract workers. |
| Labour Relations Act (Act No. 66 of 1995) |
| The Labour Relations Act (Act no. 66 of 1995) aims to promote economic development, social justice, labour peace and democracy in the workplace. It sets out to achieve this by fulfilling the primary objectives of the Act, which are to give effect to and regulate the fundamental rights conferred by section 27 of the Constitution, including the right to fair labour practices, to form and join trade unions and employer's organisations, to organise and bargain collectively, and to strike and lock out; to provide a framework for regulating the relationship between employees and their unions on the one hand, and employers and their organisations on the other hand. At the same time it also encourages employers and employees to regulate relations between themselves; and to promote orderly collective bargaining, collective bargaining at sectoral level, employee participation in decision-making in the workplace and the effective resolution of labour disputes. This Act is applicable as the sub-project will engage direct and contract workers. |
| Employment Equity Act (Act No 55 of 1998) |
| The Employment Equity Act (Act no. 55 of 1998) promotes equity in the workplace, ensures that all employees receive equal opportunities and that employees are treated fairly by their employers. The law protects you from unfair treatment and any form of discrimination. The law states that your employer may not discriminate against you directly or indirectly through employment policy or practice on the grounds of race, gender, pregnancy, marital status, family responsibility, ethnic or social origin, colour, sexual orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, language, and birth. The law aims to redress injustices of the past by implementing affirmative action measures. According to the legislation, it isn't unfair discrimination to promote affirmative action consistent with the Act or to prefer or exclude any person on the basis of an inherent job requirement. This Act is applicable as the sub-project will engage direct and contract workers. |
| Promotion of Equality and Prevention of Unfair Discrimination Act (Act No 4 of 2000) |
| In terms of the Promotion of Equality and Prevention of Unfair Discrimination Act (Act no. 4 of 2000), which gives expression to the right to equality, section 8 stipulates that no person may be unfairly discriminated against on the grounds of gender, expressly including gender-based violence. This Act is applicable as the sub-project will engage direct and contract workers. |
| Criminal Procedures Act (Act No 51 of 1977) |

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| LEGISLATION |
| Criminal Procedures Act (Act no. 51 of 1977) provides the protocols in place for criminal proceedings and due process that must be provided to anyone accused of a crime, including persons who are detained by PA officials. |
| Criminal Law Amendment Act (Act No 32 of 1991) Amended in 2007 |
| The Criminal Law (Sexual Offences and Related Matters) Amendment Act, 2007 (Act No. 32 of 2007) is an act of the Parliament of South Africa that reformed and codified the law relating to sex offences. It repealed various common law crimes, including rape and indecent assault, and replaced them with statutory crimes defined on a gender-neutral basis. |
| Prevention and Combating of Trafficking in Persons National Policy Framework |
| The NPF seeks to ensure all government departments and other engaged stakeholders from civil society are collectively guided in the implementation of anti-trafficking responses and of their statutory responsibilities. In particular, the NPF intends to support the implementation of the Prevention and Combating of Trafficking in Persons, 2013 (Act No. 7 of 2013), hereinafter referred to as the Act, which aims to ensure that the criminal justice system is effective in prosecuting criminals and protects the victims of Trafficking in Persons (TIP), promoting a cooperative and aligned response among all government departments, as well as with civil society organizations engaged in assisting and supporting TIP victims. |
| Firearm Control Act (Act No. 60 of 2000) |
| Firearm Control Act (Act no. 60 of 2000) and associated amendments establishes the procedures under which a firearm is permitted. It includes the provisions for permitting procedures for persons in South Africa who seek to obtain a firearm, including procedures for ensuring competency and associated licencing and permits as well as procedures to terminate firearm licences. |
| Restitution of Land Rights Act (Act No. 22 of 1994) |
| The Act makes provision for the restitution of rights in land to persons or communities dispossessed of such rights after 19 June 1913 as a result of past racially discriminatory laws or practices. |
| Communal Property Association Act (Act No. 28 of 1996) |
| The Communal Property Association Act (Act no. 28 of 1996) makes provision for communities to form juristic persons, to be known as communal property associations, in order to acquire, hold and manage property on a basis agreed to by members of a community. |
| Promotion of Access to Information Act (Act No. 2 of 2000) |
| The purpose of the Promotion of Access to Information Act is to ensure that people can exercise their constitutional right of access to any information that is required for the exercise or protection of any right and is held by the State or another person. |
| Heritage Resources Act (Act No. 25 of 1999) |
| The Heritage Resources Act (Act no. 25 of 1999) is the overarching legislation that protects and regulates the management of heritage resources in South Africa. This Act is applicable as the sub-project activities will involve minor excavation and construction activities that may impact on cultural heritage if not mitigated |
| National Building Regulations and Building Standards Act (Act No 103 of 1977) |
| The National Building Regulations and Building Standards Act 103 of 1977 intends: to provide, for the promotion of uniformity in the law relating to the erection of buildings in the areas of jurisdiction of local authorities; for the prescribing of building standards. The Act is applicable as the sub-project activities will entail the construction of structures that will be occupied and therefore standards will apply to ensure universal access and building safety. |
| Regulations |
| Environmental Impact Assessment Regulations, 2014 |
| Environmental authorization under NEMA follows the Environmental Impact Assessment Regulations (GN R. 982, 4 December 2014) pertaining to environmental impact assessments under sections 24(5), 24M and 44 of NEMA. Listing Notices GN R. 983, R. 984, R. 985 of 4 December 2014 define activities that could have a negative impact on the environment that must be investigated and reported following either the Basic Assessment report (regulation 19) or Scoping and Environmental Impact Reporting procedures (regulations 21 to 24). This Regulations apply as the sub-project activities will involve construction and clearing of development footprints. The activities were screened against the listed activities and falls below the thresholds triggering the requirement for an environmental authorisation. |
| National Environmental Management Air Quality Act Regulations National dust control, 2013 |
| The purpose of the regulations is to prescribe general measures for the control of dust emissions and provides standards for the acceptable dust fall rate in residential and non-residential areas. |

| LEGISLATION | | |
|------------------------------|--|--|
| Restriction Areas | Dustfall rate (D) (mg3/m2/day, 30 days average) | Permitted frequency of exceeding dust fall rate |
| Residential areas | D < 600 | Two within a year, not sequential months |
| Non-residential areas | 600 < D < 1200 | Two within a year, not sequential months |

This regulation is applicable as the minor construction works may lead to release of dust emissions into the atmosphere.

Occupational Health and Safety Act Construction Regulations, 2014

The Construction Regulations is to place legal responsibilities on all key stakeholders in the construction industry to address and radically improve health and safety issues on construction sites.
This regulation is applicable as the sub-project activities will entail the construction of residential and access control units.

4.2 International Environmental and Social Management Requirements

South Africa has signed the SDGs which places poverty and inequality at the forefront of its National Development Plan. South Africa has regular reporting on the implementation to meet the 16 SDG goals by 2030. Particularly relevant to the Project are Goal 1: No Poverty, Goal 2: Zero Hunger, Goal 5: Gender Equality, Goal 8: Decent Work and Economic Growth, Goal 10: Reduced Inequality, Goal 11: Sustainable Cities and Communities and Goal 13: Climate Action.

There are over 500 Multilateral Environmental Agreements registered with the United Nations. These agreements require country level commitments that can be fostered through a cooperative regional approach. The conventions or treaties are legally binding to contracting states. South Africa is a signatory to several international treaties and conventions that are relevant to the sectors that the proposed sub projects under the project. Conventions signed by South Africa which are relevant to this Project are outlined below. The Project supports and adheres to these Conventions regarding design and expected outcomes:

United Nations Convention on Biological Diversity (1995)

Signed by 150 government leaders at the 1992 Rio Earth Summit, the Convention on Biological Diversity is dedicated to promoting sustainable development. Conceived as a practical tool for translating the principles of Agenda 21 into reality, the Convention recognizes that biological diversity is about more than plants, animals and microorganisms and their ecosystems – it is about people and our need for food security, medicines, fresh air and water, shelter, and a clean and healthy environment in which to live.

Convention to Combat Desertification (1994)

The Convention aims to improve the living conditions of vulnerable populations living in arid, semi-arid and dry sub-humid areas.

Convention on Biological Diversity (1994)

The Convention aims to encourage sustainable development that considers biodiversity. Some of the strategies in place to achieve this are to decrease the rate of loss of natural habitats, establish conservation areas, restore degraded areas and protect environments susceptible to human impacts.

United Nations Framework Convention on Climate Change (1992)

The Convention aims to limit human activities contributing to climate change and to come up with solutions to curb the negative results of climate change.

Convention on International Trade in Endangered Species of Fauna and Flora (1975)

The Convention aims to ensure that the international trade of specimens (fauna and flora) does not threaten their survival.

United Nations on Combating Poverty (1997)

The aim is to ensure that all individuals are provided with the opportunity to earn a sustainable livelihood. In order to achieve this the UN will need to implement policies and strategies that promote adequate levels of funding and focus on integrated human development.

United Nations Global Compact

To encourage businesses worldwide to adopt sustainable and socially responsible policies, and to report on their implementation. Its primary objectives are to mainstream its ten principles in business activities around the world catalyse actions in support of broader UN goals, such as the Basic Assessment Report (BAR)).

World Heritage Convention 1997

Convention concerning the protection of the world cultural and natural heritage

Forced Labour Convention 1930

Commits signatory countries to suppress any form of forced labour. The convention recognizes the legitimacy of minor communal services performed in the interest of the community as a 'normal civic obligation' and of service required in the case of emergency. The Convention was ratified by South Africa in 1997.

Discrimination (Employment and Occupation) Convention 1958

Commits signatory countries to promote, through their national policies, equality of opportunity and treatment in respect of employment and occupation, with a view to eliminating any discrimination. Discrimination is defined as any distinction, exclusion or preference made on the basis of race, colour, sex, religion, political opinion, national extraction or social origin. The Convention was ratified by South Africa in 1997.

Minimum Age Convention 1973

Commits signatory countries to the abolition of child labour and the legal determination of a minimum age at a level consistent with the fullest physical and mental development of young persons, but in any case, of no less than 15 years and for work which may 'jeopardize the health, safety or morals of young persons' of no less than 18 years. The Convention was ratified by South Africa in 2000.

Worst Forms of Child Labour Convention 1999

Commits signatory countries to the urgent prohibition and elimination of the worst forms of child labour. The Convention was ratified by South Africa in 2000.

United Nations Convention against Transnational Organized Crime 2000

The Convention represents a major step forward in the fight against transnational organized crime and signifies the recognition by Member States of the seriousness of the problems posed by it, as well as the need to foster and enhance close international cooperation in order to tackle those problems.

Equal Remuneration Convention 1951

Commits signatory countries to the principle of equal remuneration for men and women workers for work of equal value. The Convention was ratified by South Africa in 2000.

Africa Convention on Conservation of Nature and Natural Resources 2003

To encourage conservation, utilisation and development of soil, water, flora and fauna for the present and future welfare of mankind, from an economic, nutritional, scientific, educational, cultural and aesthetic point of view.

4.3 World Bank Environmental & Social Standards

The World Bank Environmental and Social Standards (ESSs) constitute the requirements relating to the identification and assessment of environmental and social risks and impacts associated Project activities. ESS1, Assessment and Management of Environmental and Social Risks and Impacts, provides the overarching guidance to identify, evaluate and manage the environment and social risks and impacts of the activities in a manner consistent with the ESSs. ESS1 also sets out the principles for activities to be designed to avoid, minimize, reduce or mitigate the adverse environmental and social risks and impacts. The applicable ESSs are:

| Relevant ESS | Applicability to this ESMP |
|--|---|
| ESS1: Assessment and Management of Environmental and Social Risks and Impacts | Small scale renovation works may have some environmental and social impacts which have been screened and assessed using the screening tool set out in the ESMF. This ESMP was prepared to address and mitigate and manage identified impacts. |
| ESS2: Labour and Working Conditions | The small-scale renovation works and fencing will require inputs from labour forces which will be hired from the local community by the contractor, therefore ESS2 applies |
| ESS3: Resource Efficiency and Pollution Prevention and Management | Small quantities of construction and domestic waste will be produced during construction and occupation of these units. Also, cement and other substances which may cause pollution if not adequately managed will be used during construction. |
| ESS4: Community Health and Safety | There may be some interaction with community due to the transportation of construction equipment and sourcing of labour from nearby communities. |
| ESS6: Biodiversity Conservation and Sustainable Management of Living Natural Resources | The activities will be undertaken in a protected area and will entail removal of vegetation during fence and road maintenance. |
| ESS10: Stakeholder Engagement and Information Disclosure | The ESMP has been consulted upon through the Park Forum and contractors are required to prioritise recruitment from adjacent communities. |

4.3.1 World Bank Group's Environmental, Health and Safety Guidelines

The World Bank Group Environment, Health and Safety guidelines are technical reference documents with general and industry-specific examples of Good International Industry Practice. During the identification and evaluation of environment and social risks and impacts required in accordance with ESS1 and ESS2, there may be need to recommend alternative (higher or lower) levels or measures, which become site-specific requirements. If less stringent levels or measures than those provided in the Guidelines are appropriate, in view of specific circumstances, a full and detailed justification for any proposed alternatives is needed as part of the site-specific assessment. Where South Africa regulations differ from the levels and measures presented in the Guidelines, activities are expected to achieve whichever is more stringent.

The Project will apply the General Guidelines, which require (i) the early identification of potential activity hazards and risks informing the site selection and design of activities; (ii) an activity risk management strategy which reduces risks to human health and the environment by preventing irreversible and/or significant impacts, eliminating hazards, and reducing and minimizing remaining impacts; and (iii) the preparedness of workers and communities to deal with accidents. Specific guidelines may apply to activities and mitigation measures, as relevant are included in site-specific ESMPs.

4.4 Gap Assessment of World Bank and National Requirements

The following table provides the overview, using the World Bank's Environmental and Social Standards as the organizing principle to integrate the Project's approach with the relevant laws and regulation.

Table 2: Gap Assessment of Environmental and Social Approaches

| ESS Objectives | South African National Laws and Regulations | Project Approach to Align National and World Bank Requirements | Relevant Safeguard Instrument |
|--|---|--|---|
| <p>ESS1: Assessment and Management of Environmental and Social Risks and Impacts</p> <p>Identify, assess, evaluate, and manage environment and social risks and impacts.</p> | <p>NEMA requires mandatory review of environmental impact and mitigation plans if projects are assessed to have significant adverse impact.</p> | <p>The South African framework is extensive on environmental assessment and requires integration of social impact assessment. Through the screening approach the Project will rate the risk categorisation of low, moderate, substantial, or high. Low risk projects due not require review under the South African EIA Regulations, while moderate risk projects require a Basic Assessment. Activities rated substantial or high will require development of ESIA.</p> | <p>ESMF screening procedures are aligned with national and international standards. Monitoring and reporting of the Project's environmental and social performance will be made in accordance with the Project's Environmental and Social Commitment Plan.</p> |
| <p>Adopt a mitigation hierarchy:</p> <ul style="list-style-type: none"> • Anticipate and avoid risks and impacts • Where avoidance is not possible, minimize or reduce risks and impacts to acceptable levels • Once risks and impacts have been minimized or reduced, mitigate and • Where significant residual impacts remain, compensate for or offset them, where technically and financially feasible | <p>Mitigation required under NEMA which is, in the case of the Project, is reviewed by the Eastern Cape Environmental Affairs. For any residual impacts Eastern Cape Environmental Affairs can issue licenses related to pollution control, waste management or hazardous waste management subject to environmental impact statements and mitigation plan approval.</p> | <p>South African law requires comprehensive mitigation plans in place to prevent, reduce and manage environmental impacts but is silent on social impact. The Project's approach will provide comprehensive mitigation of environmental and social risks, guided by the ESMF.</p> | <p>Participatory community engagement will contribute to identification of mitigation measures.</p> <p>Standard mitigation measures are included in the ESMF.</p> <p>Activities with moderate risk classification will require a site specific ESMP. Activities with substantial or high risks are subject to further review and if approved for funding, will require the development of an ESIA.</p> |

| ESS Objectives | South African National Laws and Regulations | Project Approach to Align National and World Bank Requirements | Relevant Safeguard Instrument |
|--|--|---|---|
| <p>Adopt differentiated measures so that adverse impacts do not fall disproportionately on the disadvantaged or vulnerable</p> <p>Utilize national environmental and social institutions, systems, laws, regulations and procedures where appropriate.</p> | <p>South African law has equal protections embedded in the country's legal framework.</p> <p>NEMA does not require monitoring of activities, which are considered low risk.</p> | <p>Where required, ESMFs and ESIA's, including Basic Assessment and Scoping Reports as required by NEMA will be shared with Provincial officials in Environmental Affairs for review and approval.</p> | <p>Site specific ESMF, ESIA, Basic Assessment and Scoping Reports, where needed.</p> |
| <p>Promote improved environmental and social performance, in ways which recognize and enhance Borrower capacity.</p> | <p>South African law requires equitable and sustainable use of resources. The South African Constitution sets out the right of all to an environment that is not harmful to their health or well-being and to have the environment protected for the benefit of present and future generations</p> | <p>The Project will promote efficiency and sustainability in environmental and social performance as a core principle embedded in Project design.</p> | <p>The principle is embedded in the ESMF approach to enhance local capacity.</p> |
| <p>ESS2: Labour and Working Conditions</p> | | | |
| <p>Promote safety and health at work.</p> | <p>The Occupational Health and Safety Act outlines requirements to ensure health and safety conditions in the workplace, and the related articles has broad provisions related to safety in construction as well as training related to occupational health and safety.</p> | <p>South African labour law outlines broad principles for safety and health that are consistent with ESS2, and the ILO Core Labour Standards. In addition, the World Bank Group Occupational Health and Safety Guidelines⁹ provide detailed guidance that will be referenced where relevant related to:</p> <ul style="list-style-type: none"> • General Facility Design and Operation (2.1) • Communication and Training (2.2) • Physical Hazards (2.3) • Chemical Hazards (2.4) • Personal Protective Equipment (2.7) • Monitoring (2.9) | <p>During the scoping and screening of activities' environment and social risks and impacts the Project will determine which of the standard mitigation measures in ESMF are proportional to health and safety and apply.</p> <p>Where the risk of an activity is rated moderate, substantial or high there may be a need to include higher levels or measures to mitigate site-specific risks and impacts, which will be stipulated in associated ESMPs and/or ESIA's.</p> |

| ESS Objectives | South African National Laws and Regulations | Project Approach to Align National and World Bank Requirements | Relevant Safeguard Instrument |
|--|--|--|---|
| <p>Promote the fair treatment, non-discrimination, and equal opportunity of workers.</p> | <p>The Promotion of Equality and Prevention of Unfair Discrimination Act provides the right to equality, disbands discrimination and the Employment Equity Act promotes equity in the workplace.</p> | <p>The Project will, in accordance with ESS2 and National Laws, recruit a diverse workforce and ensure that contractors have equal protections in place. The Project will provide oversight to ensure that there is no discrimination or harassment with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, including based on gender, age, race or ability based.</p> | <p>Contractors and sub-contractors engaged by the Project must maintain accurate records of occupational accidents, diseases, including environmental or social incidents.</p> <p>Labour management procedures are provided in Section 6 of the ESMF and reflected in the standard mitigation measures in the ESMF. Recruitment of any Project related staff must promote non-discrimination, fair treatment and equal opportunity.</p> |
| <p>Protect workers, with emphasis on vulnerable workers.</p> | <p>The South African Constitution states that no one may be subjected to slavery,</p> | <p>The Project will ensure that there is induction of all workers, whether directly employed or through contractors, and establish:</p> <ul style="list-style-type: none"> • Equal opportunities for employment • Contract rights and conditions, including salary, overtime, grievance • Workplace conduct/Code of Conduct • Register of all workers, including age and contract conditions • Worker grievance system • Health and safety policy based on IFC guidelines, provision of PPE where needed • Health surveillance, record injuries and near misses | <p>Incorporate labour management requirements in all procurement documents to require adequate records and training of all workers engaged and associated with the Project. Contractor's records will be subject to supervision by Project officers.</p> |
| <p>Prevent the use of all forms of forced labour and child labour.</p> | <p>The South African Constitution states that no one may be subjected to slavery,</p> | <p>International and national labour protections are aligned in aspects related to child and</p> | <p>The initial screening of risk and impact must identify activities where</p> |

| ESS Objectives | South African National Laws and Regulations | Project Approach to Align National and World Bank Requirements | Relevant Safeguard Instrument |
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| <p>Support the principles of freedom of association and collective bargaining of workers in a manner consistent with national law.</p> <p>Provide workers with accessible means to raise workplace concerns.</p> | <p>servitude or forced labour. It further provides that children under 18 have a right to be protected from work that is exploitative, hazardous, inappropriate for their age, detrimental to their schooling, or detrimental to their social, physical, mental, spiritual, or moral development. The minimum age for work in South Africa is 15 years for non-hazardous engagement.</p> <p>The South African Constitution's Bill of Rights Section 18 establishes the right to freedom of association.</p> <p>The South African Constitution provisions for the Public Service Commission to investigate grievances of employees in the Public Services. The Labour Relations Act, Section 185, provides the right to not be unfairly dismissed or be subjected to unfair labour practices and outlines mechanism for addressing disputes and grievances that cannot be resolved in the workplace.</p> | <p>forced labour. No one under the age of 18 may be engaged in any Project activities.</p> <p>Worker organisations and/or unions and their representatives will be recognized through all employer/ employee relationship, as relevant.</p> <p>The Project and Project contractors must have workplace procedures in place. Workers may appeal determinations in accordance with the South African Labour Relations Act.</p> | <p>anyone below the age of 18 may participate. All prospective persons employed under the Project must provide a copy of their National ID to verify age requirements.</p> <p>Workers age, regardless of the type of labour contributed, must be recorded by the respective employer and is subject to review.</p> <p>Contract provisions and contract management must recognize the right to participate in and form worker associations.</p> <p>Contract provisions should reflect grievance procedures in place by the contractor as measures in place to appear through the Project. These must be shared with workers at induction in workplace procedures.</p> |
| <p>ESS3: Resource Efficiency and Pollution Prevention and Management</p> <p>Promote the sustainable use of resources, including energy, water, and raw materials.</p> <p>Avoid or minimize adverse impacts on human health and the environment caused by pollution from activities.</p> | <p>NEMA, Section 28, addresses duty of care and remediation of environmental damage, National Water Act specifically addresses the need to conserve and manage water resources.</p> <p>A primary purpose of the South African Constitution, Labour, Social and Environmental Law is to protect the health of humans and the environment.</p> | <p>ESS3 has a wider reach than South African Law and will apply to the Project approach to ensuring resource efficiency and sustainable use of resources required to implement activities.</p> <p>ESS3 and South African Law concur on the purpose of efforts to avoid and minimize impacts, as well as enhance livelihoods through active management.</p> | <p>The standard mitigation measures, part of the ESMF, incorporate resource efficiency and pollution prevention and management. Where required, additional measures may be included in site specific ESMP or ESIA, where needed, will be guided by these principles.</p> |

| ESS Objectives | South African National Laws and Regulations | Project Approach to Align National and World Bank Requirements | Relevant Safeguard Instrument |
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| Avoid or minimize project-related emissions of short and long-lived climate pollutants. | South African law requires best practicable environmental options to be adopted in relation to discharges or emissions. | ESS3 and South African Environment Law are equivalent. | |
| Avoid or minimize generation of hazardous and non-hazardous waste. | Where hazardous waste is kept or utilized, a project proponent must obtain permit through the Provincial Environmental Affairs. | ESS3 and South African Environment Law have the equivalent intent to avoid or minimize hazardous and non-hazardous waste. | |
| Minimize and manage the risks and impacts associated with pesticide use. | DEFF regulates the manufacture, distribution, sales, use and advertisement of pesticides. It derives this mandate from the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947. | ESS3 and South African Law have the equivalent intent to avoid or minimize use of pesticides. | It is not anticipated that Project activities will involve the use of pesticides. Should pesticide use be required for any activity a site-specific ESMP or ESIA will be developed. |
| ESS4: Community Health and Safety | | | |
| Anticipate or avoid adverse impacts on the health and safety of activity-affected communities during activity life-cycle from routine and non-routine circumstances. | The Constitution provides broad protection of people's social rights and justice, including right to health care, food, water and social security. Labour Law provides protection for community health and safety through ensuring safe workplaces. | ESS4 and the South African legislative framework provide broad protections of community health and safety. The World Bank Occupational Health and Safety guidelines can be referenced for specific and operational guidance for community health and safety related to: | Potential for adverse risk and impact for community health and safety must be captured during screening of activities and mitigation reflected in ESMP or ESIA prior to commencement of activities. |
| Promote quality, safety, and climate change considerations in infrastructure design and construction, including dams. Avoid or minimize community exposure to activity-related traffic and road safety risks, diseases and hazardous materials, and have in place effective measures to address emergency events. | | <ul style="list-style-type: none"> • Water Quality and Availability (3.1) • Structural Safety of Project Infrastructure (3.2) • Life and Fire Safety (3.3) • Traffic Safety (3.4) • Transport of Hazardous Materials (3.5) • Disease Prevention (3.6) • Emergency Preparedness and Response (3.7) | Standards provision to integrated quality, safety and climate change considerations in design is contained in the ESMP. Where an activity is rated moderate, substantial or high risk additional measures will be reflected in the site specific ESMP or ESIA. |
| Ensure that safeguarding of personnel and property is carried out in a manner that avoids or minimizes risks to the activity-affected communities. | | Standard HR procedures are in place in both PAs to prevent communicable disease and GBV/SEA, including procedures to handle grievance. | Separate measures are provided in the ESMP in relation to security personnel. |

| ESS Objectives | South African National Laws and Regulations | Project Approach to Align National and World Bank Requirements | Relevant Safeguard Instrument |
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| <p>Ensure that government security personnel deployed to provide security services are guided by the principles of proportionality and good international industry practice and by applicable law in relation to hiring, rules of conduct, training, equipping and monitoring of such security personnel.</p> | <p>The Firearm Control Act makes provision for ensuring competency including training on firearm use and control, legal aspects related to carrying and use of a firearm and permits and licencing requirements. Under the law, a person is required to undergo regular competency tests and renew a firearm licence. The act further sets out specific</p> | <p>ESS4 and the South African legal/regulatory framework provide broad protections of community health and safety in relation to the activities of government security personnel, including park rangers.</p> | <p>All officials required to carry a firearm as part of their work positions must undertake competency training at an accredited institution and then seek competency certification through the South African Police Service (SAPS). PAs also require that all staff equipped with firearms receive training in legal execution of their powers and duties related to carrying and potentially using the firearm.</p> |
| <p>ESS6: Biodiversity Conservation and Sustainable Management of Living Natural Resources</p> | | | |
| <p>Protect and conserve biodiversity and habitats. Apply the mitigation hierarchy and the precautionary approach in the design and implementation of projects that could have an impact on biodiversity.</p> | <p>The Biodiversity Act and the Protected Areas Act provides for the management and conservation of South Africa's biodiversity within the framework of the National Environmental Management Act. This includes the protection of species and ecosystems that warrant protection to ensure that there is no net loss as well as preventive measures to ensure that no species become critically endangered, the fair and equitable sharing of benefits arising from bioprospecting involving indigenous biological resources, the establishment and functions of a South African National Biodiversity Institute; and for matters connected therewith.</p> | <p>ESS6 and the South African law on biodiversity conservation and sustainable management are equivalent. Experts will be deployed from ECPTA or GFRNR to assess biodiversity habitats potentially affected by Project activities, or where specialist knowledge is required, independent specialist will be engaged.</p> | <p>The standard mitigation measures, part of the ESMP, incorporate simple mitigation measures. However, where required, additional measures may be included in site specific ESMP or ESIA, where needed, will be guided by these principles.</p> |
| <p>Support livelihoods of local communities, including Indigenous Peoples, and inclusive economic development, through the adoption of practices that integrate conservation needs and development priorities.</p> | | | |
| <p>ESS10: Stakeholder Engagement and Information Disclosure</p> | | | |
| <p>Establish a systematic approach to stakeholder engagement that helps Borrowers identify stakeholders and maintain a constructive relationship with them.</p> | <p>South Africa has strict measures in regard to public participation, including through the Access to Information Act. For example, re. legislative initiatives: a law cannot be valid unless the public has been heard and</p> | <p>All environmental and social impact work will be conducted with involvement of impacted and affected persons. Project activities under Component 1 specifically respond to community need and interest wherefore</p> | <p>The ESMP is accompanied by the SEP, which is part of the Project design to ensure systematic stakeholder engagement, assessment of interests and on-going information sharing.</p> |

| ESS Objectives | South African National Laws and Regulations | Project Approach to Align National and World Bank Requirements | Relevant Safeguard Instrument |
|---|--|--|-------------------------------|
| <p>Assess stakeholder interest and support for the activity and enable stakeholders' views to be taken into account in activity design.</p> | <p>consulted upon with the public. The EIA regulations specifically require that impacted and affected persons be consulted in regard to Project measures.</p> | <p>community members will be closely involved in project design and implementation, including identification of environmental and social risk and impact. Local language will be used during community engagements</p> | |
| <p>Promote and provide means for effective and inclusive engagement with activity-affected parties throughout the activity life cycle.</p> | | | |
| <p>Ensure that appropriate information is disclosed to stakeholders in a timely, understandable, accessible and appropriate manner.</p> | | | |
| <p>To provide project-affected parties with accessible and inclusive means to raise issues and grievances and allow Borrowers to respond to and manage such grievances.</p> | | | |

5. INSTITUTIONAL ARRANGEMENTS AND ROLES AND RESPONSIBILITIES

5.1 Eastern Cape Parks and Tourism Agency

ECPTA was established through the Eastern Cape Parks & Tourism Agency Act (ECPTA Act), Act 2 of 2010. The Agency is responsible for biodiversity conservation through the effective management of the protected areas in accordance with applicable national and provincial environmental legislation. The Agency, in addition to any other power or duty provided for in the ECPTA Act or applicable national and provincial legislation, must, amongst others – (a) control, manage and maintain the protected areas so as to exercise supervision and control of the protected areas and to study wild animals and plant life and may, subject to the applicable environmental authorisations, construct or erect any infrastructure, other works and facilities as it may consider necessary to control, manage and maintain the protected areas and must manage and maintain such infrastructure, other works and facilities. The proposed infrastructure development and upgrades is in fulfilment of the powers and duties of the Agency relating to protected area management and will be undertaken in accordance with applicable legislation and policies.

Implementation of Project activities will be led by ECPTA in the GFRNR using the existing institutional structures, including existing environmental and social experts, supported by technical experts from the ECPTA head office. The implementing agency, ECPTA is an autonomous agency governed by an independent Board of Directors and established through legislation passed in 2010. GFRNR has environment and social staff, and future staff may further be engaged, by GFRNR, as the need may arise, to oversee the sub-project activities.

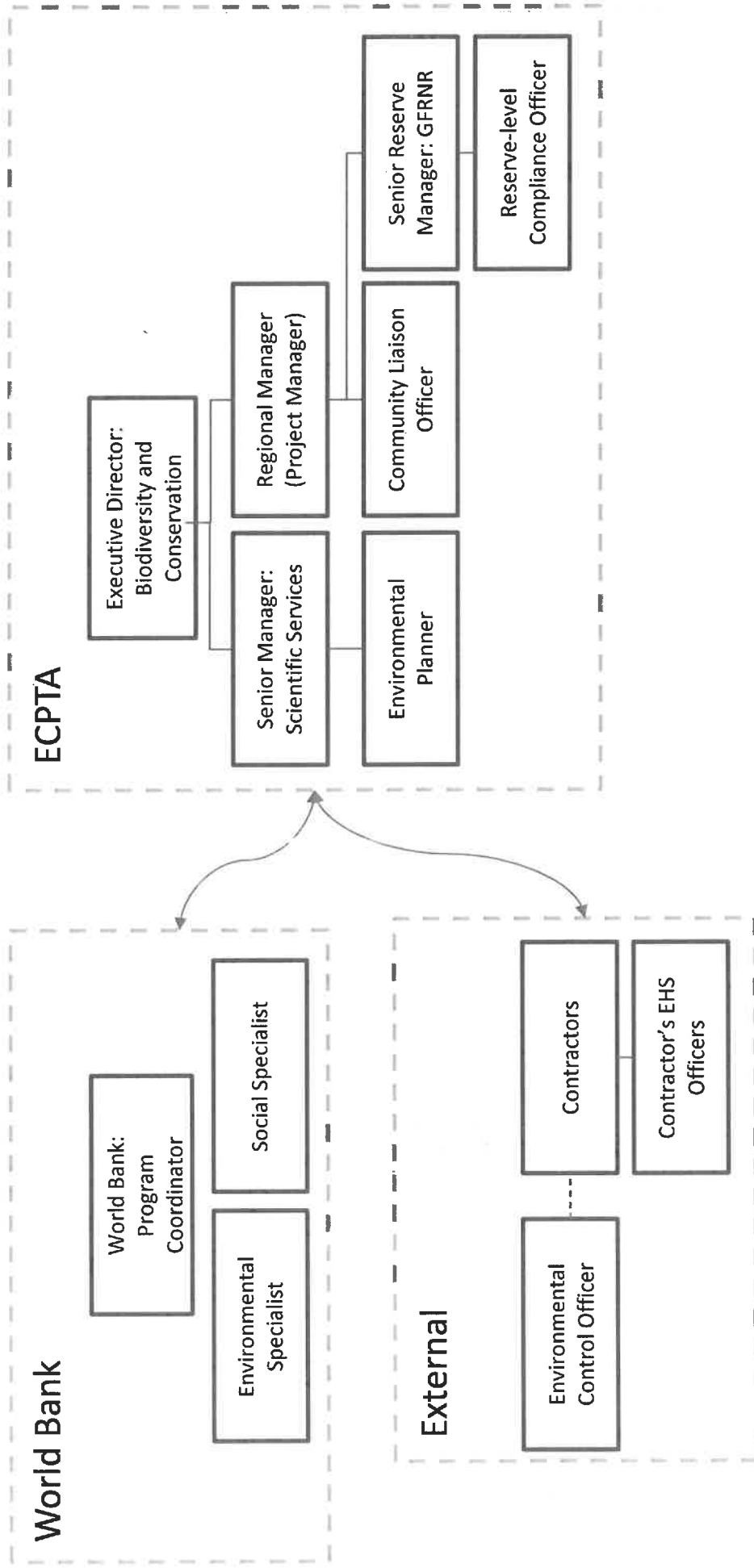
All sub-project activities financed under the Wildlife Conservation Bond Project are consistent with the agreed management plan of the area and contribute to the project development objective as well as the overall objectives of the Protected Area.

5.2 Great Fish River Nature Reserve

ECPTA will be the implementing agency of the sub-project activities under Component 1b. As the implementing agency, GFRNR, must ensure that compliance with the requirements in this ESMP. GFRNR will be responsible for the supervision and monitoring of the sub-project activities and mitigations of this ESMP.

GFRNR has made sufficient budget allocation of USD 6555.16 (ZAR 120 000 equivalent) for environmental and social supervision and monitoring requirements as set out in the ESMP. The budget may be reviewed and revised during the life cycle of the project as activities and implementation requirements for the sub-project changes.

Below is an organogram showing hierarchical relationships amongst all persons involved in the project:



5.3 GFRNR Environmental and Social Staff

GFRNR has designated staff that will be responsible for supervision and monitoring requirements within their fields of specialisation. ECPTA employs a full time Community Liaison Officer that focuses on and works with the communities surrounding the Reserves, including the People & Parks programme and liaises with communities through various means. Duties of the environmental officer will be fulfilled monthly by the ECPTA Environmental Planner and on a frequency prescribed under each of the monitoring requirements by the reserve management. Upon inception of sub-project activities to be authorised under NEMA, compliance monitoring for all sub-project activities will be undertaken by an independent Environmental Control Officer.

5.3.1 *Environmental Planner*

The designated environmental / Planner (EP) will be responsible for monitoring the environmental aspects of the project. As there is an overlap between social and environmental aspects, the environmental officer may, where needed, assist with the supervision of the contractors' social aspects during the construction phase.

The roles and responsibilities of the environmental officer assigned to this project are to:

- Monitor, audit and implement the requirements in this ESMP as well as any contractor specific sub-project specific management plans or method statements that may need to be prepared
- Ensure that the necessary permits, if any, have been obtained prior to commencement of the project
- Identify the environmental and social risks and impacts associated with the sub-project activities and propose actions/ requirements necessary to avoid and or mitigate the identified environmental and social impacts and risks. Follow-up on areas of non-compliance and corrective actions taken by the contractor to address environmental and social impacts and risks.
- Undertake regular site visits to monitor the contractor's implementation of the ESMP and keep photographic records of the construction site prior, during and after completion of the units' activities.
- Report back to the Reserve Manager and Bank on any environmental and social issues/ incidents and review the contractors monthly ESHS reports.
- Review contractor environmental and social management plans and if necessary, update the sub-project specific environmental and social instruments for the project.
- Prepare environmental, social, health and safety performance reports on a bi-annual basis or upon request for the Bank.

5.3.2 *Community Liaison Officer*

The Community Liaison Officer will be responsible for the management of the social components. The Community Liaison Officer, has the same overlapping responsibilities as set out in section 6.3.1, and will further be responsible for the following:

- Participate and oversee any stakeholder engagement related to the sub-project activities set out in this ESMP.

- Ensure that the project remains a standing item in the existing park forum meetings and provide an update on the status of implementation of the sub-project activities during these meetings.
- Oversee the management of the grievance mechanism, including separate procedures to manage SEA/SH-related complaints and ensure that the contractors have adequate workers grievance mechanisms in place which allows for safe reporting of any SEA/SH-related matters.
- Participate in the monthly project committee monthly meetings during which comments, feedback, and status of resolution of correspondence received via the GRM will be discussed.
- Proactively identify stakeholders, project risks and opportunities and inform the Parks Manager to ensure that the necessary planning can be done to either mitigate risk or exploit opportunities.
- Review the contractors labour management practices to ensure it is in line with the legislative requirements and those set out in the ESMP.
- Participate in induction and sensitization sessions to ensure contractors are aware of the GFRNP and project Code of Conduct, and matters related to GBV/SEA/SH, HIV/AIDS and interaction with local communities. The socio-economic transformation officer will conduct inspections to ensure all workers have signed and are adhering to the CoC developed for this project.

5.3.3 *Environmental Control Officer (ECO)*

The Environmental Control Officer will be required to conduct independent environmental audits and inspections to determine environmental compliance based on the requirements of this ESMP and any requirements requiring independent monitoring as stipulated in the environmental authorization for which a separate ESIA and ESMP are being prepared.

5.4 The Contractor

The term “Contractor” referred to in this ESMP, refers to the Primary contractor and his/her sub-contractors and suppliers. The Primary contractor will be responsible to ensure that the environmental and social requirements of this document and the project is as follows:

- Ensure compliance with the project environmental, social, health and safety requirements as stipulated in the bidding documents, this ESMP and any other applicable environmental and social instruments or rules provided by GFRNR.
- Ensure that all workers, including sub-contractors and suppliers are aware of the requirements set out in this document, either through induction or including it as part of the sub-contractor procurement requirements.
- Conduct self-monitoring to ensure compliance with the requirements in this ESMP and provide monthly compliance reports to GFRNR.
- Ensure that incidents are immediately reported to GFRNR and that the necessary corrective and preventative measures are implemented to prevent re-occurrence.
- Ensure that all workers are trained on the necessary environmental and social including Code of conduct and SEA/SH requirements of the project.
- Pro-actively identify any activities that may pose an environmental, social or health and safety risk and put measures in place to either avoid or mitigate the risks in line with the ESMP and prepare and submit activity specific method statements for GFRNR review.

- Ensure that all documented records as stipulated in this ESMP are kept for GFRNR or Bank review.
- Ensure that sufficient budget provisions have been made available to ensure compliance with the sub-project ESHS requirements.

5.4.1 Contractor's Environmental, Health and Safety (EHS) Officer

The Contractor will be required to appoint an Environmental, Health and Safety Officer who will be responsible for overseeing the implementation of the environmental, social, health and safety aspects of the sub-project activities in line with the requirements set out in this ESMP. The role and responsibility of the Contractors' EHS officer includes the following:

- Conduct daily evaluations of the activities on site to ensure compliance.
- Identify issues relating to day-to-day activities that can have a detrimental effect on the environment or health and safety of the workers, public and community members.
- Conduct induction and site-specific training to ensure workers and sub-contractors are familiar with the project ESHS risks and requirements.
- Participate in the preparation of risk assessments and method statements to ensure all relevant activity specific EHS risks and hazards have been identified and addressed.
- Ensure that the correct Personal Protective Equipment (PPE) is available, issued and used by all workers and sub-contractors.
- Conduct regular inspection on construction equipment to ensure that it is in a good working condition and do not pose a risk to users.
- Ensure that all EHS documentation, records and competencies have been obtained, are up to date and kept in the EHS file.
- Take charge of EHS incidents or emergency situations and correspond with the relevant emergency response units as needed.
- Ensure that incidents are reported, investigated as needed and corrective actions implemented.

5.5 ESMP implementation and failure to comply

This section outlines the steps, relating to any areas of non-compliance observed during the implementation of the sub-project activities. The steps below increase with severity and will be implemented against the contractor.

Step 1 - In the event that a minor non-conformance, the Environmental Control Officer will discuss the area of concern with the contractor or relevant responsible party, and work with the contractor on a solution to swiftly rectify the minor non-conformance. The Environmental Officer will record the discussion and the solution implemented in his/her site reports.

Step 2 - In the event of a more serious infringement or a re-occurring infringement the Environmental Control Officer or the Senior Reserve Manager will notify the responsible party in writing and provide a deadline by which the infringement must be rectified. All costs will be borne by the contractor. The contractor will be required to put measures in place to prevent the re-occurrence of such infringement and will provide evidence to the Environmental Control Officer or the Senior Reserve Manager that it has been rectified.

Moreover, the World Bank will be notified of such incidents within 24 hours of occurrence.

Step 3 - In the event of a major infringement, such as intentional harm to the environment, contravention with labor requirements or any contravention with legislative requirements. The Environmental Control Officer shall order the contractor to suspend part, or all, the works and shall inform the World Bank and other responsible parties of the infringement. The suspension will be enforced until such time as the offending party(ies), procedure or equipment is corrected and/or remedial measures put in place if required. No extension of time will be granted for such delays and all cost will be borne by the contractor. Moreover, the World Bank will be notified of such incidents within 24 hours of occurrence.

Step 4 - Breach of contract - One of the possible consequences of this is the removal of a contractor and/or equipment from the reserve and/or the termination of the contract, whether a construction contract or an employment contract. Such measures will not replace any legal proceedings that ECPTA may institute against the contractor. Moreover, the World Bank will be notified of such incidents within 24 hours of occurrence.

6. POTENTIAL ENVIRONMENTAL AND SOCIAL IMPACTS AND MITIGATION

6.1 Expected Positive Impacts

The proposed sub-project activities for which the ESMP are being prepared are small in nature and are only anticipated to have a short-term positive impact in that it will create short-term temporary employment for some of the community members that will be recruited during construction.

6.2 Potential Adverse Impacts

The potential adverse environmental and social impacts and risks of the sub-project activities are minimal, localized and of short duration. The impacts are most likely to occur during the construction phase.

In general, potential adverse risks and impacts on the environment are mainly linked to building works associated with the grading of road within the existing footprint and installation of standard stormwater measures and operational activities at the workshop. The works include occupational health and safety (OHS) hazards and pollution due to solid waste, dust, noise, and vibration and liquid effluent and potential impacts on fauna and flora.

The potential social risks and impacts are considered minor and not likely to occur. Engagements of workers from local communities will be required. Pruning of vegetation along the existing fence line for maintenance of the fence and installation of the electric fence infrastructure are considered to be labour intensive and will result to employment of a large number of locals. Potential social risks may include community health and safety and engagement of underage labour. The World Bank has assessed the projects potential for sexual exploitation and abuse (SEA) and gender-based violence (GBV) and rated the project as moderate risk. However, the provision has been made to address any potential SEA and GBV risks, that may in the unlikely event, occur during the construction phase.

6.2.1 *Environmental*

Loss of flora: Sites selected are mostly disturbed and situated within areas with existing infrastructure. Disturbed areas will be prioritised for the establishment of material laydown areas; this is to ensure minimal to no disturbance of natural areas. Where disturbance is unavoidable, clearing will be kept minimal and upon completion of the activity, the disturbed areas will be re-instated.

Loss of fauna will be avoided. The sub-project activities are small-scale and primarily within already disturbed areas with existing infrastructure. It is expected that they will not result in killing of wild fauna, destruction of their habitat or fragmentation of ecosystems, isolation of species population or impact migratory routes. There will be a temporary increase in traffic in the reserve due to movement of construction vehicles and delivery of construction materials to site. However, this will be strictly controlled and monitored. GFRNR is experienced in managing construction activities inside the reserve and have stringent rules and contractual requirements in place to which contractors need to adhere to.

Soil erosion could occur during the construction phase as a result of the activities that will be ongoing in the construction areas especially land clearing. The equipment and

vehicles that shall be used in the construction process and could interfere with the soil structure along the transport routes making it loose and prone to erosion.

Water flow and quality. There are sub-project activities that are likely to impact on watercourses. Adverse impacts will be avoided and where unavoidable will be mitigated to acceptable levels. There is risk of hydrocarbons leakages and liquid effluent from construction activities, machinery and equipment. Indiscriminate disposal of solid waste could impact or restrict flow or natural courses of water bodies.

Air quality. Airborne dust will be caused by excavation, vehicle movement, engine combustion and materials handling, particularly from construction sites during the construction phase of the project. Air pollution will be further caused by emissions from vehicles and construction machinery, resulting in dust emissions, suspended particulate matter among others. Source of emission will be investigated and appropriate action such as servicing of vehicles/ machinery will be implemented to reduce emissions.

Noise and vibration. Construction activities could result in significant noise impacts; this may be detrimental to general well-being of communities and lead to disruption of wildlife within the reserve. Infrastructure developments involving the use of equipment that emit incessant noise will be avoided.

Waste. Solid waste issue is a potential adverse impact that will be as a result of abandonment of litter/construction materials on site. These could include construction waste, solid and liquid chemicals and municipal waste or discarded remnants from rehabilitation activities.

Visual. Development of infrastructure and clearing during construction may be a source of visual related impacts especially through scarring of landscapes. During operations, visual intrusion of infrastructure on the sense of place may be seen as a negative impact at the local level.

Worker health and safety. Occupational health and safety for the workers during construction is likely to be a concern, especially without appropriate protective equipment and training; and proper precautions or use of inadequate equipment and poorly maintained machines which could result in accidents that may result in loss of life, limbs, injuries among others. Poor worker conditions associated with air, solid and liquid pollution or long hours of work also pose a risk to health and safety.

6.2.2 Social

Public and community health and safety. There is a potential risk that the construction process as well as increased number of rangers could risk increase in HIV/AIDS prevalence, or incidents of GBV, SEA, SH, including but not limited to officers using weapons in non-sanctioned manner. Increase in risk of sexually transmitted diseases as well as transmission of COVID-19, due to influx of migrant workers; solid waste and effluent discharge from construction camps and risk of increase in vectors of *schistosomiasis* due to stagnant water associated with construction works/borrow pits, etc. There may be community health and safety related impacts during construction or associated with specific community investments, and increased number of rangers, including risk of increased GBV/SEA. Specific risks of GBV/SEA measures will be put in place to mitigate and manage any risks of incidents and the strict weapons control measures required under South African law and associated ECPTA policies and procedures will be maintained. These security procedures are outlined in the ESMF prepared for the project that was reviewed and cleared by the World Bank. Additionally, a Security Management Plan was prepared and cleared by the Bank. There may be minor community health and safety related impacts during construction or associated with specific community investments, including risk of increased GBV/SEA. Specific risks of

GBV/SEA will be considered in subsequent ESMP's, and measures will be put in place to mitigate and manage any risks of incidents.

Traffic congestion from construction and maintenance could potentially cause disruption of access. The use of construction vehicles and machineries in project sites could cause increased traffic and flow of vehicles resulting in possible traffic safety issues and road inconveniences.

Labour influx. The increase in the number of people in a specific Project area or site, especially during construction, has the potential to lead to a number of negative socio-economic impacts, including increased insecurity and community conflicts, increased incidences of transmission of communicable diseases, including HIV/AIDS and COVID-19, increase incidents of GBV/SEA; increased risk of accidents and occupational hazards; and immigration of construction workers and labour force management challenges. However, the Project activities are generally smaller investments that will not require significant labour input and where labour is needed, the Project has an emphasis on engaging local labour wherever possible to have a minimum influx of workers and provide opportunities to local populations. Regardless, all consultants and workers will be required to sign Code of Conducts to encourage respectful behaviour.

6.3 Environmental and Social Management Plan

The following section sets out the proposed activities to be undertaken during the lifecycle of the sub-project activities as well as the likely impacts for which mitigation measures are proposed. It furthermore sets out the responsible party for implementing the mitigations. Due to the small scale of the activities, the potential impacts, and risks for the implementation of the sub-project activities are considered to be moderate to low in significance after the implementation of the mitigation measures. For all activities, the CLO will oversee grievance management and ensure that new staff (contractor or GFRNP) are inducted in the Project Code of Conduct, including matters related to GBV/SEA/SH. In additions, the ECPTA/GFRNP policies and procedures for weapons and ammunition will be adhered to at all times, including but not limited to registration, safekeeping and transportation.

An estimated cost for the implementation of the mitigation measures in the ESMP is R364 217. 72, It will be the responsibility of the contractor to ensure adequate budget provisions for the implementation of the ESMP as part of the bid submission.

Table 3: Environmental and Social Management Plan

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|---|--|--|--|---|----------------------|
| PRE-CONSTRUCTION AND DESIGN REQUIREMENTS | | | | | |
| Legislation, Permits and Agreements | Non-compliance with project requirements | Moderate | In all instances, the contractor must remain in compliance with relevant local and national legislation. Particular attention must be paid to the requirements of the South African legal and policy framework, International Environmental and Social Management Requirements and the World Bank Environmental & Social Standards. A Copy of the ESMP must be always kept on site during the construction period. | Low | GFRNR/ Contractor |
| Development footprint | Encroachment into sensitive areas | Moderate | <ul style="list-style-type: none"> The developer must ensure that the project is in line with the objectives of the Management Plan (including the zonation map) of the protected area within which the development will take place. The preferred areas should be screened using the screening tool in the ESMF for any potential ineligible activities and significant environmental and social impacts. The development footprint must be mapped and clearly demarcated. Areas outside the construction footprint must be marked as No-Go areas wherein no development must take place. Prior to commencement of any work, areas intended for clearance must be inspected by an ecologist to confirm the occurrence of Red Data Book Species. Appropriate measures such as relocation, demarcation, conservation / preservation must be actioned for any identified ecologically "sensitive" and/or protected species and areas. This must be done under the supervision of an ecologist. | Low | ECPTA |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|-------------------------------------|--|--|---|---|----------------------|
| | Impacts on cultural/heritage features | Moderate | <ul style="list-style-type: none"> No archaeological sites or material may be destroyed, damaged, excavated, altered, defaced, or otherwise disturbed without a permit issue by the Eastern Cape Provincial Heritage Resources Authority. Any archaeologically sensitive features in close proximity to the development footprint must be pointed out to the contractor and clearly demarcated. | Low | ECPTA/ GFRNR |
| Site establishment | Disturbance to Fauna and Flora | Low | <ul style="list-style-type: none"> The construction laydown area must be established in appropriate locations prior to the commencement of construction, preferably within already disturbed areas. The approved management plans such as Conservation Development Plan/Zonation plan must be consulted for guidance. Location for the storage of materials, site office, containers and temporal ablation facilities must be selected such that obstruction of movement and visual impacts are avoided. The footprint of the agreed work areas should be maintained at a bare minimum to minimise the potential ecological impacts. Disturbed areas must be rehabilitated into their near natural areas. Site establishment must be approved by the ECO supported by the Environmental Planner, Ecologist, and the Senior Reserve Manager. | Low | GFRNR/ Contractor |
| Equipment and secured storage areas | <ul style="list-style-type: none"> Contamination of soil and water resources Fire outbreak | | <ul style="list-style-type: none"> Fuel tanks must meet relevant specifications and be elevated so that leaks may be easily detected. Material Safety Data Sheets (MSDSs) must be readily available on site for all chemicals and hazardous substances to be used on site. Where possible the | | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|----------------------|--------|--|---|---|-------------------|
| | | | <p>available, MSDSs must additionally include information on ecological impacts and measures to minimize negative environmental impacts during accidental releases or escapes.</p> <ul style="list-style-type: none"> • Choice of location for equipment and storage areas must take into account prevailing winds, watercourses, distances to adjacent land uses, general on - site topography and erodibility of the soil. • Fire prevention facilities must be present at all storage facilities. • In cases of fire, assembly points must be clearly marked, and fire prevention measures implemented by competent personnel • The storage area must be securely fenced and all hazardous substances such as fuel, oils, chemicals, etc., must be stored the Fuel tanks must meet relevant specifications and be elevated so that leaks may be easily detected. • Material Safety Data Sheets (MSDSs) must be readily available on site for all chemicals and hazardous substances to be used on site. Where possible the available, MSDSS must additionally include information on ecological impacts and measures to minimize negative environmental impacts during accidental releases or escapes. • Choice of location for equipment and storage areas must take into account prevailing winds, watercourses, distances to adjacent land uses, general on - site topography and erodibility of the soil. • Fire prevention facilities must be present at all storage facilities. | | |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|-----------------------------|---|--|--|---|----------------------|
| | | | <ul style="list-style-type: none"> In cases of fire, assembly points must be clearly marked, and fire prevention measures implemented by competent personnel The storage area must be securely fenced and all hazardous substances such as fuel, oils, chemicals, etc, must be stored therein. Drip trays, a thin concrete slab, or a facility with PVC lining, must be installed in such storage areas with a view to prevent soil and water pollution. | | |
| Access to site and movement | <ul style="list-style-type: none"> Unintended vegetation clearance as a result of offroad driving and trampling Disruption of operational activities at the reserve | Moderate | <ul style="list-style-type: none"> Construction of new temporary access routes is prohibited Access routes must be clearly defined with white stakes/painted rocks and disturbance outside these areas must not be permitted. All vehicles must remain within demarcated access routes and working areas on site. To ensure minimal/no disturbance to ECPTA management activities, especially for compliance monitoring, all existing roads should not be blocked during project implementation phase. Construction vehicles must strictly adhere to the proclaimed speed limit of 40 km/h, unless otherwise specified. Construction vehicle movement must be monitored throughout the project lifecycle. No trees/shrubs/groundcover may be removed, or vegetation stripped without the prior permission of the Senior Reserve Manager/ECCO. | Low | GFRNR/ Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|--|--|--|---|---|-------------------|
| Water supply during construction phase | Exploitation of natural water resources | Moderate | <ul style="list-style-type: none"> No Water Uses as identified in Section 21 of the National Water Act, Act 36 of 1998 will commence without prior approval by the Department of Water and Sanitation. The water source during construction will be agreed upon with the contractor. Contractors shall not make use of/collect water from any source other than those pointed out to them as suitable for use by them. | Low | Contractor |
| Appointment of contractor | Non-compliance with project E&S requirements | Moderate | <ul style="list-style-type: none"> The ECPTA will ensure that the environmental and social requirements for the project and sub-project requirements forms part of the procurement documentation. The ECPTA will evaluate and make sure the preferred contractor has the capacity to manage and mitigate potential environmental and social risks and impacts. | Low | ECPTA/ GFRNR |
| Preparation of Contractors Documents | Non-compliance with project E&S requirements | Low | <ul style="list-style-type: none"> The Contractor will be required to prepare Construction method statements based on the requirements set out in the ESHS specifications, this ESMP and the applicable Standard Operating Procedures of the GFRNR. The Contractors site specific method statements need to be submitted to the client for review and approval prior to commencement of works. The following content, not limited to, need to be covered on the method statements: <ul style="list-style-type: none"> - Location of site access, - Location of equipment and material storage area - Location of waste storage area - Information of provision for potable water and location of temporary ablation facilities etc. The Contractor or their appointed safety officer must ensure that the Health and Safety Plan, set out in Annex B of | Low | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|--|--|--|---|---|-------------------|
| Provision of appointment of labour and labour management | Labour influx Racial and gender discrimination Child labour Social Conflict | Moderate | <p>the ESMP is amended to and adopted for their scope of work. The Health and Safety Plan should be designed to address the following as a minimum:</p> <ul style="list-style-type: none"> - Identify potential hazards to project workers, particularly those that may be life threatening - Provide preventive and protection measures to avoid or minimize potential hazards and risks - Set out training requirements and specifications for project workers and how training records will be maintained - Process for reporting, investigating, and closing out of occupational health and safety incidents and accidents - Emergency prevention and preparedness and response arrangements that will be adapted for the project to deal with potential emergency situations. - The contractor shall ensure that they prepare the OHS plan based on their scope of work, the Client's Health and Safety specifications and World Bank Group General Environmental, Health and Safety Specifications. <ul style="list-style-type: none"> • Employment must be managed by selecting suitable employees according to a selection system that ensures transparent recruitment from local, impacted communities. • Local employment opportunities should be maximised, with appropriate skill transfers from outside or migrant workers onto local workers. • Applicable legislative requirements related to labour and working conditions, non-discrimination, and equal opportunity. • Maintain records of workers, including terms of engagement, gender, and age. | Low | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
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| | | | <ul style="list-style-type: none"> Labour management requirements will be communicated to employees during the Environmental and Social Awareness Induction in order to enhance understanding on labour recruitment/ management legislation that has bearing on the recruitment and working conditions. This will be undertaken prior to activity commencement and periodically during project implementation/life cycle. Employees will acknowledge receipt of training as an indication of one's understanding of labour requirements and obligation/ adherence required thereto. The Contractor will establish and follow a strict policy to prevent GBV, SH/SEA among and by project workers Contractor must establish a worker grievance mechanism for project workers to report and settle worker grievances and complaints. Workers must be made aware of the project grievance mechanism. The Contractor is responsible for all subcontractor compliance with the above requirements | | |
| Environmental and Social Induction Training | Non-conformance with E&S requirements and poor implementation thereof. | Moderate | <ul style="list-style-type: none"> The contractor will ensure that all site personnel receive the environmental and social induction training and have a basic understanding thereof. Conduct constituting non-conformance and consequences thereof will be clearly communicated. All site personnel will be required to familiarise themselves with the contents of this ESMP and other relevant project environmental and social instruments. Copies of the ESMP will be available on site for access by all individuals. | Low | Contractor / ECPTA/ GFRNR |
| Premobilization | Destruction of sensitive habitats/ Vegetation loss | Moderate | <ul style="list-style-type: none"> The reserve management will hand over the construction site to the contractor and will provide clear information and rules on access roads to be used, construction lay-down areas, | Low | ECPTA/ GFRNR |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|---|--|--|---|---|--------------------------------|
| Site handover, material delivery and laydown | | | <p>materials storage and delivery requirements, contractors' offices, operational demarcation etc.</p> <ul style="list-style-type: none"> Construction material shall only be stored on demarcated sites. Storage/ stockpiling of material outside demarcated areas shall not be permitted. Earthmoving equipment and vehicles should be inspected and serviced regularly to allow for timeous identification of fluid leaks. Drip trays must be placed under all stationary vehicles or machinery to contain spillage. | | |
| Access, movement and visibility of Contractor workers | Health and Safety due to encounters with wild animals Security risk | Low | <ul style="list-style-type: none"> Movement of construction crew must be limited within the construction footprint and immediate surrounds wherein entry is permitted. Permission must be sought from the Senior Reserve Manager prior to the movement of staff and/ or equipment outside the boundaries of the agreed work areas. Construction crew must be easily identifiable by uniform clothing. Access shall only be granted to the site during normal working hours (08:00-17:00) Mondays – Fridays, unless specified. | Low | Contractor/ GFRNR |
| CONSTRUCTION PHASE | | | | | |
| Access and movement of contractors (Access Roads) | Destruction of sensitive habitats/ Vegetation loss | Low | <ul style="list-style-type: none"> Access shall only be granted to the site during normal working hours (08:00 – 17:00) Mondays – Fridays, unless specified. Use of exiting access road must be encouraged to avoid unnecessary clearance of vegetation and offroad driving. | Low | Contractor/ ECPTA/ GFRNR |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|---|---------------------------|--|---|---|-------------------|
| | | | <ul style="list-style-type: none"> • All personnel shall be off site by gate closing times unless permission was granted by the Senior Reserve Manager to remain on site and provided for as part of the contract. • Work areas and access routes must be clearly demarcated; no work must be permitted outside the demarcated areas. • All vehicles must remain within demarcated access routes and working areas on site. • To ensure no disturbance to ECPTA management activities, especially for compliance monitoring, all existing roads should not be blocked during the project. • The proclaimed speed limit of 40 km/h, unless otherwise specified, must be strictly adhered to. • Upon completion of the project, the Contractor (if appointed) or Senior Reserve Manager must ensure that the access roads are rehabilitated to approximate their natural state. • For roads that restrict two-way traffic movement, passing bays are to be used as specified by the reserve management to prevent access / detours into the surrounding areas and offroad driving. | | |
| Establishing a contractor material laydown camp | Destruction of vegetation | Moderately High | <ul style="list-style-type: none"> • The contractor laydown area must be established in an area agreed upon with the reserve management. • Selection of the laydown area must ensure that pathways are not obstructed and minimal visual impacts. • Material stockpiles or stacks must be stable and well secured to avoid collapse and possible injury to site workers / local residents. • The contractor will be required to prepare a decommissioning and re-instatement plan/ method statement as part of the site specific ESMP | Moderate | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|--|----------------------------------|--|---|---|-----------------------------|
| Establishment of contractors camp – Management of Effluent | Soil and surface water pollution | Moderate | <ul style="list-style-type: none"> • Appropriate signage (Prohibiting litter/ labelling storage areas/ prohibiting conduct that constitute non-conformance with the environmental and social requirements etc.) must be erected on site. • Only portable chemical toilets with a sealed reservoir will be allowed on site; these must be made available to all staff and be no closer than 50 m from any water course. • The capacity of the reservoirs in the portable chemical toilets must be monitored on a daily basis to ensure that they can be serviced timeously. • All removal of the collected sewage waste from the portable chemical toilets must be conducted regularly by a registered service provider for disposal at a municipal wastewater treatment facility. • Chemical toilets must be placed at reasonably accessible areas within easy walking distance of the workers. Toilet/s must be serviced at least once a week by a registered company. Toilet paper must be supplied, and the toilet/s and area around them is to be always kept hygienically clean. • Such facilities must comply with local authority regulations and their use must be strictly enforced. • These facilities must be placed on an impermeable surface to ensure that the ground surface/soil is not contaminated in any way. Care must be taken to avoid contamination of soils and water, pollution, and nuisance to adjoining areas. The construction of long drop toilets is forbidden. | Low | Contractor/ ECPTA/ GFRNR |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|--|---|--|---|---|-------------------|
| Establishment of contractor's camp – Management of waste | <ul style="list-style-type: none"> • Soil and surface water pollution • Visual impact | Moderately High | <ul style="list-style-type: none"> • Bins and/or skips must be provided at convenient intervals for disposal of waste within the construction camp. • Individual skips for different types of waste (e.g., 'household' type refuse, building rubble, etc.) must be provided. The refuse must be stored in separate receptacles for various types of waste and workers must be encouraged to use them as per designated type of waste. • Proposed method of waste handling, storage and disposal must be confirmed and agreed upon with the ECO and the Contractor. • All waste and excessive material must be removed from the site and disposed of at the nearest landfill site and waybills must be kept for proof of disposal. • Construction rubble must be disposed of in pre-agreed designated spoil dumps outside the reserve. • Hazardous waste disposal must be carried out by an approved waste Contractor and waybills kept for proof of disposal. • The excavation and use of rubbish pits on site are forbidden and the burning of waste is forbidden. • No waste shall be retained on site for a period exceeding 14 days. Waste containers must be emptied frequently to avoid rodents, insects or any other organisms accumulating on the site. | Moderate | Contractor |
| Establishment of contractor's camp – Storage of Hazardous substances | <ul style="list-style-type: none"> ▪ Soil and surface water pollution ▪ Fire hazards ▪ Health and safety risks | Moderate | <ul style="list-style-type: none"> • Hazardous waste disposal must be carried out by an approved waste Contractor and waybills kept for proof of disposal. • Fuel tanks must meet relevant specifications and be elevated so that leaks may be easily detected. | Low | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|------------------------|---|--|---|---|-----------------------------|
| | <ul style="list-style-type: none"> ▪ Animal deaths | | <ul style="list-style-type: none"> • Hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. • Hazardous waste must be handled by competent personnel with correct and appropriate personal protective clothing. • The contractor must supply sufficient fire-fighting equipment in event of an accident and strictly no smoking will be allowed where fuel is stored and used. • Hazardous substances storage area must be out of reach of animals. • Spillages must be contained immediately and disposed of accordingly. | | |
| Clearing of vegetation | <ul style="list-style-type: none"> • Loss of habitat • Destruction of sensitive species | Moderate | <ul style="list-style-type: none"> • Care shall be taken to preserve all vegetation in the immediate area of temporary stockpiles. • Harvesting of firewood is prohibited. • All incidents of harm to any animal or natural vegetation must be reported to the Senior Reserve Manager. • Care must be taken to avoid the introduction of alien plant species to the site and surrounding areas. • The Contractor may not deface, paint or otherwise mark and / or damage natural features / vegetation on the site, unless agreed beforehand with the reserve management. • Any features / vegetation defaced by the Contractor will be restored to the satisfaction of the senior reserve manager. • Cleared vegetation must be repurposed and or donated to communities for desired use. | Low | Contractor/ ECPTA/ GFRNR |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|--|--|--|--|---|----------------------|
| Interaction with animals | <ul style="list-style-type: none"> • Habitat destruction • Animal deaths | Moderately High | <ul style="list-style-type: none"> • Construction and/or maintenance activities shall be confined to demarcated areas to avoid accidental injury of animals. • No animals, including mammals, birds, snakes, and invertebrates may be harmed or killed. • Trapping, poisoning and/or shooting of animals is strictly forbidden. • No domestic pets or livestock are permitted on site. • Restrict access to site for any animal through assembly of gates, fences etc. to avoid injury to animals. • Reduce speed on roads (max 40km/h, unless otherwise specified) to avoid injury of animals present in the vicinity. • Stealing of animals is a criminal offence and is forbidden. • To avoid injury of any animal and breeding habitats, sites to be cleared need to be inspected and transferable animals moved from the site to a new and benign location. • Care must be taken where project activities occur around breeding areas to avoid any negative impacts. Nests must also be carefully moved if found on trees envisaged for pruning. | Moderate | Contractor/ GFRNR |
| Management of soil and spoils material | <ul style="list-style-type: none"> • Siltation of water courses | Low | <ul style="list-style-type: none"> • No soil (for construction purposes) will be sourced from the watercourse. • Stockpiles should ideally be located to create the least visual impact and must be maintained to avoid erosion of the material and contamination of surrounding environment. • Stockpiles and storage areas should be demarcated in areas already disturbed or where disturbance will be minimal. | Low | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|---------------------------------------|--|--|---|---|-------------------|
| | | | <ul style="list-style-type: none"> The location of spoil stockpile sites shall be agreed upon with the reserve management prior to the onset of any operations that will generate spoil materials. No spoil material shall be dumped outside the Nature Reserve. All waste should be disposed a registered landfill site. Proof of disposal should be provided to the Senior Reserve Manager for record purposes. | | |
| Soil and site protection from erosion | <ul style="list-style-type: none"> Siltation of surrounding areas Erosion and gully formation Siltation of watercourses Vegetation degradation | Low | <ul style="list-style-type: none"> Storm water control must be undertaken to prevent soil loss from the site. Erosion control measures must be implemented during construction and operational phases in areas sensitive to erosion such as near water supply points, edges of slopes etc. The construction area and immediate surrounds must be inspected continuously to check occurrence of erosion. If occurring, control measures, to the satisfaction of the reserve management must be implemented to prevent further spread. Measures shall be taken to protect all areas susceptible to erosion. Note that specifics of erosion protection work will vary from situation to situation. Specifics should be cleared with the Senior Reserve Manager and/or the Environmental Planner and comply with the contract specifications. Where required, cut-off Stormwater management procedures, to the satisfaction of the ECO, should be put in place to control runoff and prevent erosion. | Low | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|--|---|--|--|---|-------------------|
| Management of Stormwater runoff | Erosion Siltation of watercourses Environmental degradation | Low | <ul style="list-style-type: none"> To prevent storm water damage, the increase in storm water run - off resulting from the construction activities must be estimated prior to construction and a storm water management plan must include specification for temporary storm water drainage structures. Temporary cut-off drains and berms may be required to capture stormwater and promote infiltration during construction. The storm water drainage system must not be contaminated by other waste sources and must therefore be separated from other wastewater drainage systems. Drainage must be controlled to ensure that runoff from the site will not culminate in off-site pollution or cause water damage to properties/ infrastructure further down from the site. | Low | Contractor |
| Stockpiling, Handling and storage of building material | Visual/ Aesthetic impact Health and Safety Risk Security | Moderate | <ul style="list-style-type: none"> All residual stockpiles must be removed to spoil or spread on site as directed by the reserve management. All excess building materials must be removed from the site. All construction rubble must be removed from the site and disposed of at a licensed waste disposal. The Contractor responsible for the removal of rubble/ waste must supply a certificate indicating safe disposal of such rubble at a permitted waste disposal site. All stockpiles must be kept free of weeds and invasive alien plants. All stockpiles must be secured with sandbags around the base of the soil stockpile if at risk of being eroded. All stockpiles must be established outside the 32m buffer of all watercourses and on flat ground. | Low | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|--|---|--|--|---|-------------------|
| | | | <ul style="list-style-type: none"> Material stockpiles or stacks, such as pipes must be stable and well secured to avoid collapse and possible injury to site workers / residents. Storage areas must be secured so as to minimize the risk of crime. | | |
| Refuelling and maintenance of construction equipment | Soil and groundwater pollution Fire risk | Moderate | <ul style="list-style-type: none"> Mixing and/or decanting of all chemicals and hazardous substances must take place on a tray, shutter boards or on an impermeable surface. Drip trays should be utilised at all dispensing areas. A chemical spill kit must be present onsite at all times and once used it must be disposed of at a registered hazardous landfill site. Fire prevention facilities must be present at all storage facilities. In cases of fire, assembly points must be clearly marked, and fire prevention measures implemented by competent personnel. | Low | Contractor |
| Management of waste during construction - Solid Waste | Visual Impacts | Moderate | <ul style="list-style-type: none"> Bins and/or skips must be provided at convenient intervals for disposal of waste within the construction camp. Proposed method of waste handling, storage and disposal must be developed for approval by the Environmental Planner. All waste and excessive material must be removed from the site and disposed of at the nearest landfill site and waybills kept for proof of disposal. The excavation and use of rubbish pits on site are forbidden. The burning of waste is forbidden. | Low | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|---|--|--|---|---|-------------------|
| Management of waste during construction - Liquid Waste | Contamination of soil and groundwater | Moderately High | <ul style="list-style-type: none"> • A comprehensive spills contingency plan must be put in place so as to ensure that proper steps are followed with regards to the spills. The spills must be managed by the following procedure: <ul style="list-style-type: none"> • Stop the source of the spill • Contain the spill • If significant, spill must be reported to relevant authorities. • Remove the spilled product for treatment or authorized disposal. • Determine the extent of contamination and impacts • Remedial action must be taken in consultation with the reserve management • The incident must be documented. • Ready mix concrete must be used where possible and no vehicles transporting concrete, asphalt or any other contaminating products to the site may be washed on site. • Concrete/Cement mixing must be restricted to hardened surfaces and mixing mats within the construction zone. It must take place on plastic liners where proper mats cannot be acquired to avoid contamination of soil. • Cleaning of cement mixing and handling equipment must only be done using proper cleaning trays. • All excess cement and concrete are to be contained on the construction site prior to disposal off site in a suitable landfill and waybills kept for proof of disposal. | Low | Contractor |
| Management of hazardous materials | Soil and Groundwater contamination Health hazard resulting from | Moderate | <ul style="list-style-type: none"> • Fuel tanks must meet relevant specifications and be elevated so that leaks may be easily detected. • Choice of location for equipment and storage areas must consider prevailing winds, watercourses, distances to | Low | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|----------------------|---|--|--|---|-------------------|
| | exposure to hazardous material | | <p>adjacent land uses, general on – site topography and erodibility of the soil.</p> <ul style="list-style-type: none"> • Staff dealing with hazardous materials must be aware of their potential impacts and follow the appropriate safety measures. The Contractor must ensure that the construction crew is aware of the health risks associated with any hazardous substances used and has been provided with the appropriate protective clothing/equipment in case of spillages or accidents and have received the adequate training. • Concrete and cement preparation activities shall not be permitted in any sensitive environments and no mixing shall be allowed on bare soil / permeable ground surfaces. • Mixing activities must take place on an impermeable surface and the mixing area should be bunded to contain any liquids to prevent contamination of soil and storm water. • Used cement bags shall be collected and stored in containers to prevent wind-blown cement dust and water contamination. • The re-use of discarded cement bags on site is forbidden. • Water from concrete washing must either be re-used in concrete mixes or must be stored in drums, then removed from the site and disposed of at a licensed municipal dump site. | | |
| Fire Prevention | Fire Death Habitat destruction Air Pollution | Moderate | <ul style="list-style-type: none"> • Fire prevention facilities must be present at all storage facilities. | Low | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|--|---------------|--|---|---|-------------------|
| | | | <ul style="list-style-type: none"> • In cases of fire, assembly points must be clearly marked, and fire prevention measures implemented by competent personnel. • The contractor must establish assembly points at regular and reasonable intervals along the construction stretch for linear projects. These must be clearly labelled and within reach by the construction crew. • Smoking may only take place at a designated smoking area. • No open fires for heating or cooking will be permitted on site, unless otherwise agreed and then only in designated areas. | | |
| Construction activities such as clearing, building etc | Air Emissions | Moderate | <ul style="list-style-type: none"> • Diesel exhaust emissions from heavy machinery on site (excavators, front end loaders and hauling trucks) must be controlled and minimised by regular checks and servicing of vehicles. • Any construction vehicles found to be emitting excessive smoke should be stopped from operations for some mechanical attention before it could continue. • Precautions should be taken, to the satisfaction of the reserve management, to limit the production of dust. • All dust control measures should be in accordance with the National Dust Control Regulations in terms of the National Environmental Management: Air Quality Act (Act 39 of 2004). • Generation of dust shall be minimised, and dust nuisance shall be kept to a minimum wherever possible. | Low | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|----------------------|--------|--|--|---|-------------------|
| | | | <ul style="list-style-type: none"> • Dust from exposed soil surfaces shall be minimised at all times, using appropriate dust suppression measures during very windy conditions. • Reasonable measures must be undertaken to ensure that any exposed areas and material stockpiles are adequately protected against the wind. • Dust screens of a suitable height should be erected wherever required and possible. • All exposed surfaces should be minimised in terms of duration of exposure to wind and storm water. | | |
| • | Noise | Low | <ul style="list-style-type: none"> • Mitigation of this impact is difficult, but noise reduction measures should be implemented in all sensitive areas (e.g., adjacent to the streams) at sensitive times (e.g., at night). • No construction activities may take place between sunset and sunrise. • Machinery that generates noise must be regularly maintained to ensure that no unnecessary additional noise is produced. • Construction activities must abide by the national noise laws and the municipal noise by-laws regarding the abatement of noise caused by mechanical equipment. In the absence of bylaws, national regulations on noise control must be complied with. • The contractor shall institute noise control measures throughout the construction phase for all applicable activities, including the construction times. • Select vehicle routes carefully at selected intervals to avoid excessive disturbances to the surrounding community • Where possible, fit efficient silencers and enclose engine compartments in plant vehicles | Low | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|-----------------------|---|--|---|---|-------------------|
| | | | <ul style="list-style-type: none"> • Reduce noise at source by damping acoustic treatment, etc. • Carefully select fixed plant site for remoteness from sensitive areas • Raise barriers or berms around noisy equipment • Ensure that the construction vehicles are under the control of competent personnel and are in proper working order | | |
| | Visual impacts Loss of sense of place | Moderate | <ul style="list-style-type: none"> • Security lighting must be placed such that it is not a nuisance to residents and visitors to the reserve. • Shields may be required to prevent lights from being visible from other parts of the PA. • Care will be taken when positioning the lights to ensure the least visual impact, while still providing a safe work environment for employees. • Type of lights to be determined. Should construction activities be visible to tourists, clear signage must be erected to inform the tourists of the ongoing activity. • Contractor to erect signage as required. • No painting or marking of natural features shall take place. Marking for surveying and other purposes shall only be done with pegs and beacons. | Low | Contractor |
| Weed control measures | Soil and ground water pollution Loss of biodiversity | Moderate | <ul style="list-style-type: none"> • Manual eradication of weeds must be encouraged. • Weed control measures must comply with Conservation of Agricultural Resources Act (CARA), Act 43 of 1983 and Occupational Health and Safety Regulations. • Written approval should be obtained prior to the use of chemicals to control weeds and pests. • A register shall be kept of all herbicides and pesticides that are administered. Should a specific chemical be used then it should be done by the approval from a qualified expert. | Low | Contractor |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|--|---|--|--|---|-------------------|
| Fence repairs and maintenance including securing fence poles, re-tensioning or replacement of strands, and reestablishment of damaged or missing energizers and solar panels | Occupational health and Safety - Hand injuries - Electrical shock | Low | <ul style="list-style-type: none"> Prepare a Contractors Occupational Health and Safety Plan in line with the requirements set out in Annex B to identify and mitigate risks associated with the securing of poles, re-tensioning of the fence, replacement of strands and energizers and installation of solar panels. When using cement to secure fence poles, ensure to follow the mitigation measures provided for in "Management of hazardous substances" in this ESMP. Ensure only qualified and trained personnel installs and connects electrical fittings, and that a Certificate of Compliance are issued upon completion of works. Enforce the use of correct PPE namely hand protection (gloves) when undertaking maintenance works. | Low | Contractor |
| POST CONSTRUCTION DECOMMISSIONING | | | | | |
| Post construction planning | | Low | <ul style="list-style-type: none"> The contractor and the reserve management must inspect the construction area and the immediate surrounds to identify areas that require rehabilitation. Where required, the contractor must develop a method statement clearly defining methods to implement to rehabilitate the disturbed areas to approximate the natural states. Method statements must be approved by the reserve management prior to implementation. Areas that cannot be rehabilitated to their natural states must be rehabilitated to achieve a near natural state and to the satisfaction of the reserve management. Rehabilitated areas must be inspected at intervals agreed upon with the reserve management. | Low | |
| Rehabilitation | | Low | <ul style="list-style-type: none"> Rehabilitation must be done in accordance with the approved method statement. | Positive | |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|--|---|--|--|---|-------------------|
| | | | <ul style="list-style-type: none"> • Surfaces are to be checked for waste products from activities such as concreting or asphaltting and cleared in a manner approved by the reserve management. • Rehabilitation must be executed in such a manner that surface run-off will not cause erosion of disturbed areas during and following rehabilitation. • All surfaces hardened due to construction activities are to be ripped and imported material thereon removed. • All rubble is to be removed from the site to an approved disposal site as approved by the reserve management. Burying of rubble on site is prohibited. • Contractor is to check that all storm water channels and watercourses are free from building rubble, spoil materials and waste materials. • The Contractors' camp sites must be rehabilitated to its pre-establishment condition or agreed alternative. All disturbed areas should be fully rehabilitated. • When landscaping and rehabilitating only consider indigenous plants from the area where the PA is located. • The final list of indigenous plants should be approved by the relevant Ecologist and Senior Reserve Manager. • Monitoring phase to be determined on a case-by-case basis. • ECPTA shall issue the completion certificate and pay the outstanding amount to the contractor upon complete implementation of the rehabilitation plan. | | |
| OPERATIONAL AND MAINTENANCE PHASE | | | | | |
| Maintenance and Repairs to | Soil and ground water pollution Visual impacts | Low | <ul style="list-style-type: none"> • Fire breaks should be maintained at regular intervals. | Low | ECPTA/ GFRNR |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|------------------------------|---|--|--|---|-------------------|
| structure and infrastructure | | | <ul style="list-style-type: none"> • Fire extinguishers and hydrants shall be in place and easily accessible. All staff shall receive adequate training on the operation of fire fighting equipment in the event of fire. • All surfaces should be painted with natural low tone colours. • Water leaks should be reported and repaired in the shortest possible timeframe. • All stormwater infrastructure must be maintained and kept in a functional state. | | |
| Workshop | | | <ul style="list-style-type: none"> • No fire must be established within and in close proximity to the workshop area. • All hazardous material shall be labelled accordingly with appropriate signage indicating flammability of substances and prohibited conduct thereon. • Access to the workshop area shall be ensured and records of access kept. • All spills must be recorded, regardless of significance and cleaned up. Contaminated soil must be regarded as such and disposed of appropriately. • All used oil, lubricants, fuel, greases etc., must be disposed of at an approved disposal site. Proof of safe waste disposal must be filed. | | GFRNR |
| DECOMMISSIONING | | | | | |
| Demolition of infrastructure | Air emissions (Noise, Dust) Spillage | Low | <ul style="list-style-type: none"> • Remove all building material and rubble from site including found Remove all building material and rubble from site including foundations • The workshop area and storage tanks must be demolished with care and in a manner that avoids spillage and contamination of soil. | Low | ECPTA/ GFRNR |

| Sub-project activity | Impact | Significant rating (prior to mitigation) | Mitigation measures | Significance rating (after mitigations) | Responsible party |
|---|--------|--|--|---|-------------------|
| | | | <ul style="list-style-type: none"> The spill response equipment shall be made available throughout the decommissioning phase in order that spill may be dealt with immediately. Contaminated soil must be treated accordingly and disposed of appropriately. Safe waste disposal certificates must be filed. | | |
| Levelling and re-instatement of footprint | Dust | Low | <ul style="list-style-type: none"> After all building rubble and infrastructure have been removed the area should be levelled and re-instated with natural occurring vegetation. The re-instatement of vegetation should be monitored by the ECPTA ecologist until they are satisfied with the level of re-instatement | Positive | ECPTA/ GFRNR |

6.4 Environmental and Social Monitoring

The following table sets out the monitoring indicators, responsible party and frequency of monitoring that will be undertaken during the implementation of the sub-project activities.

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|------------------------------|--|---|--|--------------------|----------------|-------------------------------|
| Impact on sensitive habitats | Screening conducted prior to construction Photographic records in place | Number of screening reports available (Target 100%) Number of environmental incidents related to habitat | Screening Reports Checklist Inspection reports | Full project cycle | GFRNR | Weekly by the Reserve Manager |

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|--|---|--|---|--------------------|--|---|
| Visual impacts and impacts on recreation | Grievance records Regular site inspection Site cordoned off/ screening provided | destruction outside demarcated areas No visual impact | Warning signs/notices in place | Construction | Contractors | Daily |
| Occupational health & safety, staff management | Health and safety file Health and safety incident register Grievance records Trainings conducted PPE procured and in use Audit reports | Number and significance of incidents Percentage of grievances resolved Number of inspections completed Training attendance records (Target 100%) Compliance with PPE use Percentage of CoC signed (Target 100%) | Monthly review of incident and grievance records Training records PPE records Risk assessments | Full project cycle | Contractors ECPTA HS officer ECPTA Community Liaison Officer | Daily by Contractor Monthly by GFRNR and Community Liaison Officer |
| Labour related impacts | Local community residents employed in sub projects Employment records Gender composition of workforce | Percentage of community members engaged out of the total number of jobs created Number of employee records available and age confirmed (Target 100%) | Contractor HR records Employment records Worker grievance mechanism reports | Full project cycle | ECPTA Community Liaison Officer Contractors | Monthly by ECPTA Community Liaison Officer Weekly by contractor |

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|-----------------------------|--|--|---|--------------------|---|--|
| | <p>Worker grievance mechanism for project workers to raise workplace concerns</p> <p>SEA/SH/GBV awareness training</p> <p>Grievances</p> <p>Code of Conduct (CoC) for workers</p> | <p>Number of female workers vs the number of male workers</p> <p>Percentage of worker grievances resolved</p> <p>Number of workers trained on SEA/SH/GBV awareness</p> <p>Number of project grievances related to labour</p> <p>Number of SEA/SH/GBV related incidents</p> <p>Number of CoC sensitization sessions held among workers</p> <p>Percentage of workers signing CoC (Target 100%)</p> | <p>Reports on non-compliance with CoC</p> | | | |
| Community Health and Safety | <p>Community Health and Safety Register</p> <p>Records of grievances submitted by local community members</p> <p>Training/sensitization of local communities in relation to project impacts, including regarding SEA/SH/GBV, and transmission of</p> | <p>Number and significance of incidents</p> <p>Percentage of grievances resolved</p> <p>Local community sensitization attendance records (Target 100%)</p> | <p>Monthly review of incident and grievance records</p> <p>Local Community SEA/SH/GBV and communicable disease and related project impact sensitization records</p> | Full project cycle | <p>Contractors</p> <p>GFRNR HS officer</p> <p>Community Liaison Officer</p> <p>ECPTA</p> <p>Community Liaison Officer</p> | <p>Daily by Contractor</p> <p>Monthly by ECPTA</p> <p>Community Liaison Officers</p> |

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|------------------------|--|---|---|---------------|--------------------------------|-------------------------------|
| | HIV/AIDS, COVID-19 and other communicable diseases | Percentage of CoC signed (Target 100%) | Risk assessments | | | |
| Waste management | Waste bins on site | Number of workers familiar and aware of the waste disposal plan at the construction sites | Inspection | Construction | Contractor | Daily by Contractor |
| | Waste disposal plan and training of workers | Working sites and eating areas are maintained in a clean, hygienic and orderly state Number of non-conformances related to improper waste management | | Operation | ECPTA Environmental Planner | Weekly by the Reserve Manager |
| Water | Visibility of pollution/sedimentation on water bodies | Number of incidents related to spillage into water bodies | Daily self-checks by contractors | Construction | Senior Reserve Manager | Daily by Contractor |
| | On site erosion not observed Proposed actions implemented | Number of non-conformances raised for erosion control issues Number of complaints on pollution of water | Periodic reports on performance by contractor to project engineers Spot checks/audits by the environmental planner Laboratory reports | Operation | Contractor | Weekly by GFRNR |
| Dust and air pollution | Availability of equipment and machinery maintenance plan | Number of incidents related to generation of fugitive dust | Independent check by project engineers | Construction | Contractor | Daily by Contractor |

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|------------------|--|---|--|--------------------------------------|--|--|
| | <p>Frequency of watering of surfaces to reduce dust related impacts</p> <p>Use of corrective personal protective equipment to avoid inhalation of dust not</p> | <p>Correct utilization of personal protective equipment</p> <p>Number of vehicles/ machineries emitting pollutants</p> <p>Records of dust suppressing exercise</p> | <p>Verification of maintenance record by project engineers</p> <p>Self-check by contractor</p> | | | |
| Noise | <p>Recorded grievances</p> <p>Number of PPE procured for noise mitigation</p> | <p>Number of workers correctly and frequently using PPEs</p> <p>Number of noise complaints</p> | <p>Self-check by contractor</p> | Construction | Contractor | Weekly by contractor |
| Traffic impacts | <p>Traffic incident records</p> <p>Grievances Recorded</p> | <p>Number of drivers aware and familiar with GFRNR traffic rules</p> <p>Percentage of drivers who have not committed a traffic offence for the last 6 months</p> <p>Number of compliance (traffic) inspection and checks conducted by traffic department found to be satisfactory</p> | <p>Driver licenses verified</p> <p>Grievance registers</p> | <p>Construction</p> <p>Operation</p> | <p>Contractor</p> <p>GFRNR HS Officer</p> | <p>Weekly by Contractor</p> <p>Monthly by GFRNR HS Officer</p> |
| Soil and erosion | <p>Site management records</p> | <p>Number of grievances related to traffic incidences</p> <p>Number of Incidents logged</p> | <p>Monthly checks</p> <p>Inspection reports</p> | Construction | <p>Contractor</p> <p>GFRNR Reserve Manager</p> | Daily by Contractor |

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|---|--|---|---|--|---|---|
| Material handling and storage | Records of license/ permits of material sources Storage of materials on site | Number of records available indicating material obtained from commercial and licensed sources (Target 100 percent) Number of non-conformances with material management | Material Records Inspection reports | Construction | Contractor GFRNR Reserve Manager | Monthly by GFRNR Reserve Manager Daily by Contractor Monthly by GFRNR Reserve Manager |
| Impact on fauna and flora | Wildlife incidents recorded and reported to the Reserve Manager | Number of wildlife incidents / incursions into no-go areas Number of workers trained on the importance of conservation of flora and fauna | Inspection records Audit reports Incident reports Incident registers | Construction Operation | GFRNR ecologist Reserve Manager Contractor | Weekly by GFRNR Reserve Manager Daily by Contractor |
| Impacts on cultural heritage/ archaeological interest | Cultural/ archaeological resources/ existing infrastructure encounter incidence register | Number of workers familiar with the chance find procedures Number of incidents related to cultural heritage reported | Chance finds procedure Incident reports | Preconstruction and construction and repairs/ recovery | Contractor ECPTA GFRNR Reserve Manager GFRNR Officer | Daily by Contractor Monthly by GFRNR |
| Fire management | Worker and contractor instructions Fire extinguishers and hydrants | Number of accidental fires (0 target) | Site management Construction inspection | Full project cycle | GFRNR Reserve Manager Contractor | Monthly by GFRNR |

| Impact issue | Monitoring indicators (Inputs) | Monitoring indicators (Outcomes) | Verification | Project stage | Responsibility | Frequency of monitoring |
|--|---|--|---|----------------------|--|---|
| | Training of staff on the use of firefighting equipment Review of designs | Number of fire extinguisher in place and inspected Number of fire hydrants | | | | Weekly by Contractor |
| Impacts on landscape/site rehabilitation | Implementation site restoration plan | Percentage of vegetation cover recovered at inspection Number of disturbed sites successfully restored | Site inspection Self-check by contractor | Construction | Contractor GFRNR Reserve Manager | Weekly by Contractor Monthly by GFRNR Reserve Manager |
| Site management | Site management records Closure inspections done and site signed off and handed over | Number of inspections completed Number of non-conformances closed out in time All incidents reported and closed on time All closure inspection and checklists complete. | Site inspection Monthly ESHS reports Audits Closure inspection checklist | Construction | Contractor GFRNR Reserve Manager GFRNR Community Liaison Officer GFRNR HS Officer | Monthly by Contractor Monthly by GFRNR Reserve Manager |

6.4.1 Monitoring and Reporting

Monitoring will be undertaken by the Contractor and by GFRNR as specified in Section 6.4. The purpose of monitoring is to measure that the mitigation measures proposed in Section 6.3 are effectively implemented, and to determine whether the mitigation measures are adequate to address adverse environmental and social impacts or require revision. Specific monitoring indicators have been provided in Section 6.4 against which the success of implementing the mitigation measures will be determined.

In addition to the monitoring requirements, the GFRNR will regularly conduct inspections and audits to determine and document the overall environmental and social performance of the contractors. An inspection form will be drawn up based on the site-specific implementation requirements set out in Section 6.3 and reported upon using the following, or similar format.

| | | | | |
|--|-------------|----|-----|-----------------------|
| Project Activity | | | | PA |
| Construction stage | | | | Inspection time |
| Inspection date | | | | Weather |
| Inspected by | | | | |
| Inspection items | Implemented | | | Remarks ¹⁰ |
| | Yes | No | N/A | |
| (Prefill table with required actions, i.e., environmental management training) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

The Contractors EHS officer will produce a monthly and final report to GFRNR for each section under their responsibility. GFRNR will in turn use information from the contractor's report to compile and submit biannual progress reports on the environmental and social performance of the implementation of the sub-project activity to the World Bank.

¹⁰ Specify location, good practices, problem observed, possible cause of non-compliance and/ or proposed corrective actions)

The monthly reports to be prepared by the contractor will include the following as a minimum:

- a) Environmental Performance
 - Number of environmental incidents recorded during the reporting period
 - Summary of water usage and waste disposed for the reporting period
 - Register of animal encounters / animals removed from site during the reporting period
 - Number of environmental awareness sessions conducted during the reporting period

- b) Occupational health and safety
 - Total number of the health and safety incidents.
 - Risk assessments: risks identified and attended to.
 - Number of Lost time injuries (LTIs)
 - Number of medical treatment cases/ fatalities
 - Number of Property damages recorded
 - Disabling Injury Frequency Rate (DIFR) and Disabling Injury Severity Rate (DISR).
 - Number of inspections completed, deviations noted and correction measures.

- c) Social Performance
 - Total number of labourers appointed during the reporting period and gender composition
 - Number of persons from local communities hired for project work out of total number of persons hired during the reporting period
 - Number of project-related grievances, including breakdown of number opened, closed, and pending during the reporting period
 - Number of grievances submitted by project workers through the project worker grievance mechanism, including breakdown of number opened, closed, and pending during the reporting period
 - Number of SEA/SH/GBV complaints submitted, including breakdown of number opened, closed, and pending during the reporting period
 - Number of SEA/SH/GBV awareness sessions conducted during the reporting period
 - Number of workers (out of total number employed/engaged for the project) who have signed the Code of Conduct during the reporting period.

7. TRAINING AND AWARENESS SESSION

The senior reserve manager must be fully conversant with the contractual obligations of the contractor and requirements set out in the ESMP in order to facilitate training of the appointed contractors.

The GFRNR personnel must ensure that all relevant environmental legislation and environmental and social documentation, such as this ESMP, form part of the bidding documents, and form a legally binding component of the contract.

All contractors and their associated subcontractor employees involved in the infrastructure development and upgrades in the GFRNR will undergo a training and awareness programme on environmental and social management as part of the project induction. Induction will be given to all contractor's employees before commencing with any construction or renovation activities under this sub-project. Ongoing topic specific training such as the OHS requirements, dangers of and rules for working in a PA, and focus specific sensitization awareness sessions, such as sessions on awareness regarding communicable diseases including HIV/AIDS and COVID-19, GVB/SEA/SH and awareness on the worker Code of Conduct, will be conducted by the GFRNR and contractor's HSE Officer. As part of the contractors HSE file, the contractor will prepare a matrix indicating the type of training/ training topics and frequency of delivery for the duration of the sub-project construction phase. The contractor will further discuss activity specific risks and undertake a toolbox talk on good environmental and social practices on at least a weekly basis.

Training courses will take language, cultural and educational levels into consideration. In particular, if in the unlikely event illiterate labour is appointed, by the contractor, the training material will be required to be developed in a manner understandable to these workers such as extensive use of signage such as pictures, logos, drawings, etc.

The induction and ongoing training programmes must highlight the importance of incident reporting and completion of appropriate reports, channels of communication for reporting environmental, social, health and safety, including worker grievances and cases of GBV/SEA/SH project related issues and compliance with both the World Bank ESF and the National legislative requirements applicable to the sub-project activities.

The estimated cost is R72 843. 54.

The range of topics that need to be covered in the contractor awareness training sessions will, include:

- Training on the ECPTA/ GFRNR Environmental, Health and Safety and Social Policies,
- Training on community health and safety, including preventing transmission of communicable diseases such as HIV/AIDS and COVID-19, between project workers/personnel and local communities preventing and addressing the risk of SEA/SH due to interactions between project personnel and local communities.
- Training on labour and working conditions, including but not limited to, the requirements of the CoC prepared for the project, child labour, forced labour and trafficking in persons, employment discrimination, terms, and conditions of employment as set out in Annex A including working hours and wages, occupational health and safety requirements for the project, preventing

transmission of COVID-19 and other communicable diseases among project workers, and workplace sexual harassment.

- Aspects of routine day-to-day construction and renovation activities, including OHS and environmental risks and impacts associated with these activities.
- Environmental and safety hazards, which could arise from non-routine situations and corrective actions.
- The importance of reporting incident immediately to the supervision on site
- Emergency Preparedness and Response measures applicable to the works areas.
- Grievance mechanism (catering for both community and worker grievance mechanisms, including for SEA/SH complaints). and reporting OHS issues.
- Responsibilities under the applicable legislation.
- Adherence to the Chance Find procedure should sites of archaeological interest be encountered or unearthed during the construction phase.

Annex A - Labour Management

ESS2 (Labour and Working Conditions) requires the borrower to develop and implement a written Labour Management Procedure (LMP) applicable to a project, which sets out the way in which project workers will be managed, in accordance with the requirements of national laws and ESS 2.

CHARACTERISATION OF PROJECT WORKERS

According to ESS2, project workers are characterised as follows:

- Direct workers - People employed or engaged directly by the Borrower (including the project proponent and the project implementing agencies) to work specifically in relation to the project.
- Contracted workers - People employed or engaged through third parties to perform work related to core functions of the project, regardless of location.
- Primary supply workers - People employed or engaged by the Borrower's primary suppliers.
- Community workers - people employed or engaged in providing community labour.
- Government workers - People employed on a regular basis by the government, often considered civil servants.

The South African legislative framework and regulation provide protection for workers which is equivalent to protection required in World Bank funded projects. The key relevant aspects to the sub-project activities are:

- Occupational Health and Safety
- Equality, equity, and fair treatment
- Prevention of forced and child labour
- Freedom of association
- Worker's grievances

REVISION OF THE LABOUR MANAGEMENT PROCEDURE

The Labour Management Procedure is a live document and will be updated as required, after regular review and in response to specific needs identified during the preparation and implementation of sub-project activities.

OVERVIEW OF LABOUR LEGISLATION

In addition to complying with ESS2, the Project needs to adhere to the provisions of South African legislation regarding labour, including the following:

Labour Relations Act (Act No.66 of 1995) (LRA)

- Gives effect to section 27 of the Constitution
- Promote and facilitate collective bargaining at the workplace and at sectoral level
- Regulates the right to strike and the recourse to lockout in conformity with the Constitution of the Republic of South Africa
- Promotes employee participation in decision-making through the establishment of workplace forums; and
- Provides simple procedures for the resolution of labour disputes.

Basic Conditions of Employment Act (Act No. 75 of 1997) (BCEA)

- Gives effect to the right to fair labour practices referred to in section 23(1) of the Constitution by establishing and making provision for the regulation of basic conditions of employment.

Occupational Health and Safety Act (Act No. 85 of 1993) (OHSA)

- Provides for the health and safety of persons at work and for the health and safety of persons in connection with the activities of persons at work.

Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993) (COIDA)

- Provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases.

LABOUR LEGISLATION: TERMS OF CONDITIONS

A summary of key provisions in the BCEA and LRA regarding the terms and conditions of employment of the project workers follows. This summary is not intended to be exhaustive, but rather lists certain salient requirements. The provisions listed apply to employees who work more than 24 hours a month for an employer.

Working hours

Ordinary hours of work:

- An employer may not require or permit an employee to work more than 45 hours in any week and 9 hours in any day if the employee works for 5 days or fewer in a week or 8 hours in any day if the employee works on more than 5 days in a week.
- An employer must pay an employee at least 1.5 times the employee's wage for overtime worked.

Meal intervals:

- An employer must give an employee who works continuously for more than 5 hours a meal interval of at least 1 continuous hour.
- During a meal interval the employee may be required or permitted to perform only duties that cannot be left unattended and cannot be performed by another employee.

Daily and weekly rest period:

- An employer must allow an employee a daily rest period of at least 12 consecutive hours between ending and recommencing of work; and a weekly rest period of at least 36 consecutive hours which, unless otherwise agreed, must include Sunday.

Night work:

- Employees who work at night between 18h00 and 06h00 must be compensated by payment of an allowance or by a reduction of working hours and transport must be made available.
- Employees who work regularly after 23:00 and before 06:00 the next day must be informed of any health and safety hazards; and the right to undergo a medical examination.

Leave:

- An employee can take up to 21 continuous days' annual leave or, by agreement, 1 day for every 17 days worked or 1 hour for every 17 hours worked.

Written particulars of employment

An employer must supply an employee, when the employee commences employment, with the following particulars in writing:

- The full name and address of the employer
- The name and occupation of the employee or a brief description of the work for which the employee is employed
- The place of work, and, where the employee is required or permitted to work at various places, an indication of this
- The date on which the employment began
- The employee's ordinary hours of work and days of work
- The employee's wage or the rate and method of calculating wages
- The rate of pay for overtime work
- Any other cash payments that the employee is entitled to
- Any payment in kind that the employee is entitled to and the value of the payment in kind

- How frequently remuneration will be paid
- Any deductions to be made from the employee's remuneration
- The leave to which the employee is entitled
- The period of notice required to terminate employment, or if employment is for a specified period, the date when employment is to terminate
- A description of any council or sectoral determination which covers the employer's business
- Any period of employment with a previous employer that counts towards the employee's period of employment; and
- A list of any other documents that form part of the contract of employment indicating a place that is reasonably accessible to the employee where a copy of each may be obtained.

Payment of remuneration

An employer must pay to an employee any remuneration that is paid in money:

- In South African currency
- Daily, weekly, fortnightly, or monthly; and
- In cash, by cheque or by direct deposit into an account designated by the employee.

Any remuneration paid in cash or by cheque must be given to each employee:

- At the workplace or at a place agreed to by the employee
- During the employee's working hours or within 15 minutes of the commencement or conclusion of those hours; and
- In a sealed envelope which becomes the property of the employee.

An employer must pay remuneration not later than seven days after:

- The completion of the period for which the remuneration is payable; or
- The termination of the contract of employment.

Deductions

An employer may not deduct any money from your pay, unless:

- The employee agrees in writing to the deduction in respect of a debt specified in the agreement; or
- The deduction is required by law or permitted in terms of a law, collective agreement, court order or arbitration award.

Notice of termination of employment

A contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less than:

- 1 week, if the employee has been employed for 4 weeks or less
- 2 weeks, if the employee has been employed for more than 4 weeks but not more than 1 year
- 4 weeks, if the employee has been employed for 1 year or more or is a domestic worker who has been employed for more than 4 weeks.
- Notice of termination of a contract of employment must be given in writing, except when it is given to an illiterate employee.

Child labour and forced labour

The minimum age for engagement in the project is 18.

ECPTA prohibits engagement in a project in a manner likely to be hazardous or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral, or social development.

Legislation: Occupational Health and Safety

The Project will comply with the OHS requirements outlined in ESS2 and will consider the World Bank Group General EHS Guidelines and the industry specific EHS Guidelines (as appropriate).

Pursuant to the requirements of the ESS2, the Project will also comply with SA's OHS (Act 85 of 1993) and its regulations. Certain key provisions in the OHS regarding the health and safety of the project workers and community include the following (amongst others):

- Every employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees
- Every employer shall conduct his undertaking in such a manner as to ensure, as far as is reasonably practicable, that persons other than those in his employment who may be directly affected by his activities are not thereby exposed to hazards to their health or safety
- Every employee shall at work take reasonable care for the health and safety of himself and of other persons who may be affected by his acts or omissions
- Every employer will designate in writing for a specified period health and safety representative(s) and establish health and safety committee(s), as required. These parties will function in accordance with the provisions in the OHS
- Every employer shall as far as reasonably practicable make every employee conversant with the hazard to his/ her health and safety attached to any work he/she has to perform
- No employer shall in respect of anything which he is in terms of the OHS required to provide or to do in the interest of the health and safety of an employee, make any deductions from any employees remuneration or require employees to make payment to him, and
- Every employee has the right to refuse to perform any work if circumstances arise which with reasonable justification appears to that employee or health and safety representative to pose an imminent and serious health and safety risk to them and others without any retaliation against such employee.

Policies and Procedures

Occupational Health and Safety

ECPTA undertakes assessments regularly to identify, control, reduce or minimise OHS risks. OHS is overseen by dedicated personnel in the GFRNR. Additionally, a health and safety committee meet periodically to review OHS issues, including incidents, investigations, and complaints.

In accordance with the OHS policies, every individual engaged has the duty to:

- Uphold health and safety standards.
- Manage their conduct in a manner that avoids non-conformance with Occupational, Health and Safety guidelines and regulations.
- Comply with all the health and safety rules, instructions, training, supervision and all the safety systems provided through the program.
- Attend health and safety training sessions.
- Use personal protective equipment (PPE) appropriately.
- Refrain from damaging, misusing, or interfering with anything that has been provided for health and safety reasons.
- Undertake only those tasks that they are trained and authorized to perform.

The contractor will be required to ensure the availability of health and safety policies and guidelines, alert employees of potential hazards, retain updated risk assessments and post risk profiles, have clear health surveillance arrangements, provided adequate PPE, and maintain clear accident and emergency procedures.

Safety induction is coordinated between the OHS officer and the Contractor. Training, including refresher courses, must be provided to ensure that all employees have instructions proportional to their

assigned tasks and responsibilities. Persons who are required to use PPE must receive proper training and where required appropriate use must be demonstrated. Registers will be kept of training and acceptance of PPE.

Every supervisor and at least one of every 50 employees must have first aid training. These first aid representatives must retain a valid certificate of competence. First aid boxes must be easily accessible and must be replenished upon use.

Age of employment

ECPTA prohibits engagement in a project in a manner likely to be hazardous or interfere with the child's education or be harmful to the child's health or physical, mental, spiritual, moral or social development. The minimum age for engagement in the project is 18.

Should contractor or sub-contractor be found to be in violation of this policy they will be suspended pending further investigation and may face government prosecution.

Terms and Conditions

The employer will obtain a signed agreement with the following details when a worker is engaged. The information captured shall be readily available during inspection of contractor records by PAs and during World Bank supervision missions. The agreement, as applicable to the type of engagement, should be jointly signed by worker and employer.

- Name of employer(s)
- Job description
- Employee details
 - South African National Identify Card
 - Name
 - Date of Birth
 - Contact details/address
 - Resident in PA community (yes/no)
- Date of employment commencement
- Wage agreement:
 - Remuneration
 - Frequency of payment
 - Method of payment
 - Mandatory deductions, as relevant (taxes, other)

The employer must keep a signed record that affirms that the following information has been provided to the worker and associated induction training records:

- Collective agreement, if applicable
- Hours of work
- Probation period
- Notice period
- Acknowledgement of knowledge of access to grievances related to Project and/or employment (signature)
- Leave entitlements
- Code of Conduct (see following section)
- Other benefits, as relevant (Pension, Transport, Housing, Holiday, Education, Health)

Code of conduct

ECPTA has a strict policy to prevent sexual harassment as well as procedures for settling complaints or grievances. To reflect these procedures, and associated GBV or SEA, as well as procedures required to adhere to good procedures for OHS, all persons engaged under the Project including contractor workers engaged for the execution of sub-projects must adhere to standard principles reflected in the Code of Conduct related to promote exemplary conduct in the workplace. GFRNR must ensure that the contractor is responsible to ensure that any persons engaged, including consultants, are appraised of the principles and keep diligent records of acceptance along with the records affirming terms and

conditions.

Worker Grievance

ECPTA has a grievance redress mechanism in place purpose of which is to outline the Agency's approach to accepting, assessing, resolving, and monitoring grievances from those affected or impacted by the activities undertaken by ECPTA and its contractors, in relation to the Wildlife Conservation Bond project.

Grievance Redress Mechanism will be applied to any stakeholder complaints and grievances which relate to the environmental and social performance of the Wildlife Conservation Bond project.

Contractor management

Any contractors or sub-contractors engaged under the Project are required to adhere to the national standards and the provisions specified in this ESMP. The contractors and subcontractors must provide a declaration of eligibility and qualification which includes any prior suspensions, terminations and/or where performance guarantees have been called by an employer related to non-compliance of any environmental, social, health or safety requirement in the past five years.

Reporting of incidents

GFRNR management, contractors and subcontractors are responsible for maintaining incident reports related to any social, labour, health and safety, security or environmental incident or accident and any near misses to enable actions to be taken to prevent reoccurrence and reduce the number and severity of future incidents. Comprehensive incident reporting and investigation enables analysis of performance in order to identify trends and where improvement is required.

Incidents include any accidents or near misses.

Annex B - Occupational Health and Safety Specifications

The Health and Safety Specifications pertaining to the sub-project activities are intended to outline any special requirements pertaining to health and safety matters. These Specifications should be read in conjunction with the occupational Health and Safety Act, 1993, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

Purpose

The contractor is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his/her subcontractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of infrastructure; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work. The Principal Contractor (and his/her subcontractor) is to be briefed on the significant health and safety aspects of the project and provided with information and requirements on inter alia:

- a) safety considerations affecting the site of the project and its environment;
- b) safety considerations affecting the persons occupying the site;
- c) health and safety aspects of the associated structures and equipment;
- d) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- e) the Principal Contractor's (and his/her contractor) health & safety plan.

Structure and Organisation of OH&S Responsibilities

The ECPTA and/or its Agent shall ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1)(h), implements, and maintains the agreed and approved health and safety plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor and become part of site records (Health & Safety File).

The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor and become part of site records (Health & Safety File).

All Safety officers must be appointed in writing with competence and experience in construction site as per Construction Regulations, 2014.

All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

Further (Specific) Supervision Responsibilities for OH&S

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations.

Communication & Liaison

OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, and other concerned parties shall be through the Principal Agent.

In addition to the above, communication may be directly to the Client or his appointed agent, verbally but followed up in writing, as and when the need arises.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g., design changes agreed with the Client and/or its Agent, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

Responsibilities

Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf, will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
 - o have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act.
 - o have failed to implement or maintain their health and safety plan; or have executed construction work which is not in accordance with their health and safety plan; or

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- o act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

Principal Contractor

a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 4 of the Construction Regulations.

The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent.

b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of the contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act, or which may perceivable be applicable to this contract.

c) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act, and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

d) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

e) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

f) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

g) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

h) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

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- i) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
 - j) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

General requirements of health and safety plan

General

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures are in place to ensure safety on the construction site

The following aspects should be covered in the safety plan

- i) What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- ii) How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- iii) What control systems the Contractor envisages to implement on site to support his safety program
- iv) How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons

Outline of Health and Safety Plan

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
 - a. Alternative Forms of Risk Assessment
 - b. Methodology of risk assessment
 - c. Elements of risk assessment, scope of assessment, risks identified, risk analysis, risk evaluation, risk treatment, monitoring and reviewing
3. Resources, Health and Safety Staffing Organogram, Supervisors, Inspectors, and Issuers, Employees, Subcontractors inclusive of their scope of work and their core resources, Training, Plant, Vehicles, Equipment
4. Materials,

5. Categories of Work

6. Implementation of Health and Safety Plan, Administrative systems, Training, Reporting, Monitoring, Inspections

7. Auditing

Internal audits of subcontractors and follow-up audits

8. Emergency procedures and response

9. Trainings

10. HIV/Aids, Induction of employees and visitors

11. Site safety induction for visitors

Risk assessment

General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged. The Contractor is to take into consideration the scope of works when compiling the risk assessment.

Updating of Risk Assessment

The Contractor is to update his risk assessment in accordance with any design changes and/or when he becomes aware of any issues that will affect the health and safety of his employees and others.

Resources

General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

Legal appointments

Inspectors, supervisors and Issuers

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2014 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- a) The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Store man and Team Leaders) employees he intends employing on the Works,
- b) The health and safety training to be provided to the Contractor's employees,
- c) The programme of the health and safety training,
- d) Systems for the review of the effectiveness of the training provided, and
- e) Systems to determine further training requirements throughout the construction period.

Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- a) The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans
- b) How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
- c) How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- d) How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- e) How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
- f) How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

Competencies

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQA) relating to the qualifications required for appointment of competent persons.

Materials

General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993

and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and permanent Works.

The following shall be discussed in detailed:

- i) Use and temporary storage of flammable liquids on construction sites
- ii) Stacking and storage of material

Categories of work

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

Environmental regulations for workplaces

The Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- i) Thermal requirements, Lighting, Windows, Ventilation, Housekeeping, Noise and hearing conservation and Fire precautions and means of egress.

Housekeeping on construction sites

Contractors will be required to adhere to Construction Regulation 27: Housekeeping on construction sites.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- o How will contractors ensure the neatness of construction sites?
- o What measures does the Contractor envisage to Store and/or stack materials, remove debris from site, prevent unauthorized entrance to the site, protect employees or passers-by from falling objects

Fire precaution on construction sites

Contractors will be required to adhere to Construction Regulation 29: Fire precautions on construction sites.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- o How the Contractor will minimize the risk of fire on site

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- How the Contractor will identify potential fire hazards
 - What prohibitions the Contractor will implement to manage risk areas
 - How many employees will be trained for competency in fire fighting
 - What precautions and procedures will be followed to evacuate employees in the event of fire

Implementation of contractor's health and safety plan

General

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan.

The Contractor shall indicate the methods in place to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate methods in place to carry out internal audits, implement findings and recommendations of audits and address shortcomings.

Administrative Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- i) Upkeep of a safety file on site,
- ii) Maintenance of his Health and Safety plan,
- iii) Procedures to follow for the appointment of competent persons,
- iv) Application for notification,
- v) Procedures to follow for notifications,
- vi) Injury on duty [IOD] administration,
- vii) Recording of minutes of safety meetings,
- viii) Recording of checklists,
- ix) Safe keeping of checklists, and
- x) Internal audits.

Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

- i) The hazards of any work he has to perform or plant machinery or equipment he is permitted to use,
- ii) Training (toolbox talks) shall be conducted weekly
- iii) The precautionary measures which should be taken regarding the above.

Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- i) The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- ii) Who will be responsible for the checking of each workplace at the commencement of each shift?

The Contractor shall include in his Health and safety Plan all the checklists to be used during the for use during inspections and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by the employer or his safety agent, or the designated officer serving in the Department of Labour and appointed by the Minister as chief inspector or his representative.

Auditing

Internal Audits

The audits contemplated in regulation 5(1)(d) of the Construction Regulations, 2014 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the contractor and the employer or his safety agent during the preparation of the contractor's health and safety plan but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 24-hour notice prior to the conducting of an audit.

The findings of each audit will be made known to the contractor and the employer in a report prepared by the employer or his safety agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the contractor's proposals to rectify the same. All audit reports will be filed in the health and safety file.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

Audits by employer or safety agent

The employer or safety agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that the audit or follow-up audit are carried out during ordinary working hours, and the employer or safety agent gives the contractor at least 24 hours' notice of his intention to carry out such audits.

The Principal Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the employer or his safety agent.

Measurement and Payment

The scheduled items for health and safety will be included in the preliminary and general section of the schedule of quantities.

The principal contractor shall price all items scheduled in this section of the schedule of quantities to enable the employer to comply with construction regulations, 2014. failure by the contractor to price these items will force the employer to reject the contractor's tender in term of the construction regulations, 2014.

Payment for the scheduled items will be in terms of clause 8.2 of SABS 1200 A.

Annex C: Project Specific Code of Conduct for Contractors

[Adopted from World Bank Standard Procurement Document with minor modifications]

Code of Conduct for Contractor's Personnel

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse, and sexual harassment.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel**" and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive, or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

Required Conduct

Contractor's Personnel shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. Maintain a safe working environment including by:
 - a. Ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;

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- b. Wearing required personal protective equipment;
 - c. Using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. Following applicable emergency operating procedures.
4. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
 5. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
 6. Not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
 7. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
 8. Not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
 9. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
 10. Complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
 11. Report violations of this Code of Conduct; and
 12. Not retaliate against any person who reports violations of this Code of Conduct, whether to the Employer, or us or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

Raising Concerns

If any person observes behaviour that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact for Great Fish River Nature Reserve is the Reserve Manager
2. Report the incident via phone or in person

The Project will require the name of the complainant in order to provide follow up and resolutions. The Project will assure that the person's identity will be kept confidential. However, anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action.

There will be no retaliation against any person who raises a concern in good faith about any behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

Consequences of Violating the Code of Conduct

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

For Contractor's Personnel:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person(s) with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date (day month year): _____

Annex D: GFRNR Standard COVID-19 Protocol for Contractors

COVID-19 is affecting preparation of the Project and may continue to influence implementation of activities as the disease is easily transmitted through breathing in droplets from persons with the illness. Many who are infected will show no obvious signs of disease, wherefore the Project must take all possible precautions through practical steps to minimise exposure. The Reserve Manager for GFRNR oversees implementation of special COVID-19 measures with core responsibilities for implementation delegated to senior management and staff. Standard Operating Procedures have been developed for the PAs to ensure minimal risk of exposure to staff and guests.

Given the higher risk of COVID-19 infection to persons with underlying health issues or persons aged 60 or over, the Project will ensure that all personnel who have higher risk factors and given special protections during the pandemic. This must include accommodations to work from home for an extended period of time where feasible. Recognising that the COVID-19 pandemic may not remain of concern during the full period of the implementation of the Project, risks mitigation associated with the pandemic is required as additional measures until such time that the pandemic provisions are suspended by the South African government.

PA management will stay informed and follow the guidance from the WHO and the South African National Department of Health.

Communication

The Project will work to reduce the risk of COVID-19 as well as reduce potential stigma and discrimination by providing clear communication on measures put in place by the Project, as well as enhancing public information related to the COVID-19 pandemic to key stakeholders. These communication principles apply to Project engagement with project workers, contractors, sub-contractors and relevant Project communities or other key stakeholders whom PAs regularly engages with. The primary means of communication will be through online meeting platforms. The main principle is to communicate critical risk, precautions and accurate information to all Project stakeholders and to counter any misinformation. The Project will:

- Provide clear and unequivocal messages focusing on (a) critical risk reducing behaviour (b) what to do if persons suspect they have COVID-19 and (c) the measures that are put in place by the Project and why. This will include, as relevant to the stakeholders:
 - Status of the impact of COVID-19 on Project activities.
 - Overview of Project operations during the pandemic and measures for these to operation safely (e.g. adjustments made to stakeholder engagement, see following section).
 - Provisions for project workers to work from home.
 - Safety measures required in the workplace (hygiene, social distancing, screening etc.).
 - Workers' rights, sick leave and pay.
 - Reporting requirements for anyone who falls ill, mandatory 14-day quarantine.
- Perceptions, rumours and feedback from community and workers should be monitored and responded ~~set~~ to through trusted communication channels, especially to address social stigma and misinformation.

Stakeholder Engagement

During the COVID-19 pandemic many of the stakeholder engagement activities planned for, as a critical part of the Project design, cannot proceed as anticipated wherefore there PAs will need to adjust the approach. The Project will, during the pandemic:

- Avoid large public gatherings, including public hearings, workshops and community meetings.
- If smaller meetings can safely be carried out and are permitted by authorities, the Project can conduct consultations in small-group sessions, such as focus group meetings.
- Where stakeholder cannot safely meet, consider how to enable critical meetings through online meeting platforms (Google Meet, Microsoft Teams, WhatsApp, Zoom, Skype etc.).
- Enable diversification of the PAs means of communication and rely more on social media and online communication tools.
- Develop and distribute messages through posters and leaflets.
- For broader messages, use traditional channels of communications (TV, newspaper, radio, dedicated phone-lines, and mail).
- Ensure that regardless of measures used to continue stakeholder engagement to advance Project activities that stakeholders and communities know how to provide feedback and suggestions to the PAs.
- Reschedule and delay any critical meetings that cannot reasonably be conducted in the COVID-19 pandemic.

Contractor Provisions

For any infrastructure project, for the duration of the pandemic, the PAs will require tender proposals to include a COVID-19 Response Plan as part of submission to reflect management and costing of special measures required to address constraints during the pandemic related to administration, contracting, materials and equipment procurement, site access, community health and projects team health. This Response Plan is to form an integrated part of the submitted proposal and should include:

- Proposed prevention procedures covering basic hygiene, cleaning and disinfection, Personal Protective Equipment (PPE), supplier management, and visitor management.
- Policies and procedures on how to determine and manage suspected and identified cases.
- Working condition policies (including distancing, number of persons permitted in one place).
- Stakeholder engagement procedures for any required engagement with community members. ^{SEP}

Any contractor engaged by the Project for the duration of the pandemic, must have a COVID-19 Protection Plan in place which will be overseen by the contractor's OHS officer(s). The COVID-19 Protection Plan shall be protective of the contractor's workers, PA officials who come on site, and the neighbouring general public who is impacted as a result of this project. There will be a weekly cost for the implementation of the COVID-19 Site Protection Plan which will be due the Contractor while this Plan is in force and effect. The Protection Plan should include:

- Daily safety briefings.
- Regular temperature checks of workers (before entering Project sites).
- Measures to enable, promote and enforce frequent hand washing and respiratory hygiene, including discourage touching eyes, nose, and mouth. Ensure that hand sanitizer or soap is available at all times at ablution facilities and other critical areas (e.g. entry, lunch site). This includes the record keeping for all measures.

- Social distancing guidelines and reduction of number of persons permitted in one place (limiting size of work teams, number of workers on site at any time, work rotations, adapting work procedures, break sites etc.).
- Training and communication measures e.g. use of posters from WHO, regular updates provided by OHS personnel.
- Plans to ensure the workplace is clean and hygienic, and regularly disinfect surfaces and objects.
- Measures to immediately remove a worker who becomes ill at the worksite.
- Obtaining locally relevant information for medical services for reference should someone fall ill, including where testing for COVID-19 is available.
- Provisions to require that workers who have been exposed or infected remain in quarantine for at least 14 days.
- Provisions to employees to stay at home when sick and to seek medical advice if they have a fever, cough and/or difficulty ^[11]breathing. Communication of suspected cases to National Health Authority.
- Communication of precautions to the surrounding communities and the potential implications (clear, regular and fact based information provided in a manner accessible).

If work needs to be suspended and workers are retrenched temporarily or permanently, the contractor is required to follow good practice as set out by International Finance Corporation:¹¹

- Consult with workers, as well as worker representatives prior to putting plan into effect.
- Consider potential alternatives to suspension or retrenchment.
- Reduce the number of jobs that may be lost and seek to mitigate the impact on individuals, groups, and communities (e.g. implement lump sum, part time payment, provision services during suspension of work).
- Where every worker is not affected, ensure that the workers affected are selected in a fair and transparent manner. Discrimination against particular workers will not be tolerated by the Project and may lead to suspension of future work.
- Communicate access to the worker grievance mechanism provided by the contractor and the PAs as well as procedure for hearing and addressing issues.

Establish communication channels with workers who are temporarily retrenched or suspended and enable plans for regular updates on status.

¹¹ IFC Good Practice Note on Managing Retrenchment applied to COVID-19 context by KfW, Corona virus disease (COVID-19) Info-Sheet on Preventing and Managing related Environmental, Social, Health and Safety (ESHS) Risks, April 2020.

Annex E: Chance Find Procedures

If excavations associated with the Project leads to discovery of archaeological sites, historical sites, remains and objects, including graveyards and/or individual graves during excavation or construction, the PAs or appointed activity implementer shall:

- (a) Stop the construction activities in the area of the chance find.
- (b) Delineate the discovered site or area.
- (c) Secure the site to prevent any damage or loss of removable objects. In cases of removable antiquities or sensitive remains, a night guard shall be present until the responsible authorities take over.
- (d) The HRAs shall be responsible for significant movable and immovable cultural, ancient, and natural property and their conservation.
- (e) The SAHRA or ECPHRA will carry out a preliminary evaluation of the findings to be performed and will also be in charge of protecting and preserving the site before deciding on the proper procedures to be carried out. The significance and importance of the findings should be assessed according to the various criteria relevant to cultural heritage, including the aesthetic, historic, scientific or research, social and economic values.
- (f) Ensure that decisions on how to handle the findings. This could include changes in the layout (such as when the finding is an irremovable remain of cultural or archaeological importance) conservation, preservation, restoration, and salvage.
- (g) Construction work will resume only after clearance and authorization is given concerning the safeguard of the heritage.

These procedures must be referred to as standard provisions in construction contracts, Safeguards Procedures for Inclusion in the Technical Specifications for Contracts. During project supervision, the supervisor shall monitor the above statute relating to the treatment of any chance find encountered are observed.

Relevant findings will be recorded in the Construction Monitoring Report and Implementation Completion Reports will assess the overall effectiveness of the project's cultural property mitigation, management, and activities, as appropriate.

