

BID NUMBER: HDA/WC/2023/044

**THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK
EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN
CAPE PROVINCE.**

CLOSING DATE	05 February 2024
CLOSING TIME	11:00
Compulsory briefing session	NO
BID DOCUMENTS DELIVERY ADDRESS	THE HOUSING DEVELOPMENT AGENCY Reception Area 04 Kikuyu Road Sunninghill 2157
BIDDER NAME	
BID RETURN ADDRESS	THE HOUSING DEVELOPMENT AGENCY 04 Kikuyu Road Sunninghill 2157

Disclaimer

This document is provided solely for the purpose set out in this RFP and is not intended to form any part or basis of any investment decision by Bidders. The recipient should not consider the document as an investment recommendation by the HDA or any of its advisers.

Each person to whom this document (and other later documents) is made available must make his own independent assessment of the Project after making such investigation and taking such professional advice as he/she or it deems necessary. Neither the receipt of this document or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any Bidder or its advisers, is to be taken as constituting the giving of an investment advice by the Housing Development Agency or its advisers.

Whilst reasonable care has been taken in preparing this RFP and other documents, they do not purport to be comprehensive or true and correct. Neither the HDA nor any of its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in any document.

They acquaint themselves with this RFP and take note that no representation or warranty, express or implied, is or will be given by the HDA, or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in any document or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

If any recipient, or its employees, advisers or agents make or offers to make any gift to any of the employees of the HDA or consultant to the HDA on the RFP either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFP.

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the "Confidential Information Provided"). The Confidential Information provided may be made available to Bidder's subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of the HDA, nor may it be used for any other purpose than that for which it is intended.

These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Bidders,

Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality contracts/undertakings (in such form as the HDA may require from time to time).

All Confidential Information Provided (including all copies thereof) remains the property of the HDA and must be delivered to the HDA on demand. Further, by receiving this RFP each Bidder and each of its members agrees to maintain its submission in Bid to this RFP confidential from third parties other than the HDA and its officials, officers and advisers who are required to review the same for the purpose of procurement of the RFP.

Any recipient residing outside the Republic of South Africa is urged to familiarise themselves with and to observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside the Republic of South Africa).

Any requirement set out in this RFP regarding the content of a response to the RFP is stipulated for the sole benefit of the HDA, and serves as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process.

The HDA is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Proposal in response to it. Please note that the HDA reserves the right to:

- Modify the RFP's goods / service(s) / works and request Bidders to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any bidder;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a bidder to provide additional documents which the HDA may require which have not been submitted to The HDA.
- Not necessarily accept the lowest priced Proposal or alternative bid;
- Not accept any response to the RFP or appoint a final bidder;
- Reject all proposals if it so decides;
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Award a contract for only a portion of the proposed goods/ service/s/ works which are reflected in the scope of this RFP;
- The HDA may split the award of the contract between more than one Service Provider should it be more advantageous in terms of, amongst others, cost or development considerations;

- Make no award at all;
- Validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a bid, Bidders hereby irrevocably grant the necessary consent to the HDA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Bidder to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

All costs and expenses incurred by Bidders in submitting responses to this RFP shall be borne by the Bidders and the HDA shall not be liable for any costs or expenses whatsoever or any claim for reimbursement of such costs or expenses.

Should a contract be awarded on the strength of information furnished by the Bidder, which after conclusion of the contract, is proved to have been incorrect, the HDA reserves the right to cancel the contract and/or place the Bidder on the HDA's list of Restricted Suppliers.

The HDA reserves the right to negotiate market-related price with the bidder scoring the highest points or cancel the bid; if the bidder does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid; if the bidder scoring the second highest points does not agree to a market related price, negotiate a market related price with the bidder scoring the third highest points or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, the HDA will cancel the bid.

The HDA reserves the right to negotiations Best and Final Offer (BAFO) with selected Bidders where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money and there is no clear preferred response to the RFP

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, the HDA reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

The HDA will not reimburse any Bidder for any preparatory costs or other work performed in connection with its Proposal, whether or not the Bidder is awarded a contract.

SCHEDULE OF BID DOCUMENTS

SECTION NO

PAGE

SECTION 1 : NOTICE TO BIDDERS	
1 INVITATION TO BID	13
2 PROPOSAL SUBMISSION	14
3 DELIVERY INSTRUCTIONS FOR RFP	14
4 SPECIFIC GOALS	14
5 COMMUNICATION	15
7 CONFIDENTIALITY	15
8 INSTRUCTIONS FOR COMPLETING THE RFP	16
9 LEGAL COMPLIANCE	18
10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE	18
11 TAX COMPLIANCE	19
12 PROTECTION OF PERSONAL DATA	19
SECTION 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	20
1 INTRODUCTION AND BACKGROUND	20
2 OVERVIEW	22
3 KEY OBJECTIVES OF THE RFP	23
4 SCOPE OF WORK	23
5 EVALUATION METHODOLOGY	30
6 VALIDITY PERIOD	36
7 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME	36
8 POST TENDER NEGOTIATION (IF APPLICABLE)	36
9 BEST AND FINAL OFFER	37
10 FINAL CONTRACT AWARD	37
11 FAIRNESS AND TRANSPARENCY	37
SECTION 3 : PRICING AND DELIVERY SCHEDULE	38
1 PRICING	38

<u>2</u>	DISCLOSURE OF PRICES QUOTED	38
<u>3</u>	<u>OWNERSHIP OF DESIGN</u>	38
<u>4</u>	<u>SERVICE LEVELS</u>	39
<u>5</u>	<u>TOTAL COST OF OWNERSHIP</u>	39
<u>6</u>	<u>FINANCIAL STABILITY</u>	40
<u>7</u>	<u>VALIDITY OF RETURNABLE DOCUMENTS</u>.....	41
<u>8</u>	<u>CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS AND CONDITIONS</u>	42
<u>9</u>	<u>GENERAL CONDITIONS</u>	43
<u>10</u>	CONDITIONS OF TENDER	48

LIST OF APPENDICES

INVITATION TO BID	SBD 1
DECLARATION OF INTERESTS	SBD 4
PREFERENCE POINTS CLAIM FORM	SBD 6.1
GCC	

1 LIST OF ANNEXURES

Detailed Scope of Work (Project Specification)	Annexure 1
Pricing Schedule	Annexure 2
Contract	Annexure 3

2 ACRONYMS

BBBEE	Broad Based-Black Economic Empowerment
CIDB	Construction Industry Development Board
DTiC	The Department of Trade and Industry and Competition
PPPFA	Preferential Procurement Policy Framework Act 5 of 2000 (as amended from time to time)
PFMA	Public Finance Management Act No.1 of 1999 (as amended from time to time)
The HDA	The Housing Development Agency
RFP	Request for Proposal
SANAS	South African National Accreditation System

3 INTERPRETATION

In this RFP, unless inconsistent with or otherwise indicated by the context –

- 4.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;
- 4.2 any reference to one gender shall include the other gender;
- 4.3 words in the singular shall include the plural and vice versa;
- 4.4 any reference to natural persons shall include legal persons and vice versa;
- 4.5 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 4.6 any reference to the RFP, schedule or appendix, shall be construed as including a reference to any RFP, schedule or appendix amending or substituting that RFP, schedule or appendix;
- 4.7 the schedules, appendices and Briefing Notes issued pursuant to this RFP, form an indivisible part of the RFP and together with further clarifying and amending information provided by the HDA, constitute the body of RFP documentation which must be complied with by Bidders;
- 4.8 in the event of any inconsistency between this RFP or other earlier information published with regard to the Project, the information in this RFP shall prevail; and
- 4.9 this RFP shall be governed by and applied in accordance with South African law.

4 DEFINITIONS

In this RFP and in any other project documents (as defined below) which so provides, the following words and expressions shall have the meaning assigned to them below and cognate expressions shall have a corresponding meaning, unless inconsistent with the context:

- 5.1 “Accounting Authority” means the Board of the HDA;
- 5.2 “Contract” means the Contract to be entered between the HDA and the successful Bidder for the provision of the *services* procured in this RFP.
- 5.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 5.4 “Bidders Briefing Session” means the compulsory or non-compulsory briefing session to be held at the offices of the HDA or at a venue that will be arranged by the HDA, in order to brief the Bidders about this tender;
- 5.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 5.6 “Black Equity” means the voting equity held by Black People from time to time;
- 5.7 “Black People” means African, Coloured, and Indian South African citizens, and “Black Person” means any such citizen ;
- 5.8 “Black Woman” means African, Coloured, and Indian South Africa Female citizen;
- 5.9 “Briefing Note” means any correspondence to Bidders issued by the HDA;
- 5.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 5.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 5.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 5.13 “Contractor” the successful Bidders who has signed a Contract with the HDA in terms of this RFP.
- 5.14 “Closing Date” means the closing date for submission of bids
- 5.15 “Project” means this project for **The Appointment of a Turnkey Contractor for Bulk Earthworks at Driftsands, City of Cape Town in the Western Cape Province** “RFP” means the Request for Proposals issued by the HDA for this tender; and
- 5.16 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

SECTION 1

NOTICE TO BIDDERS

1 INVITATION TO BID

You are hereby invited to submit a bid to meet the requirements of the Housing Development Agency. Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an **entity, Bidder**].

BID DESCRIPTION	The Appointment of a Turnkey Contractor for Bulk Earthworks at Driftsands, City of Cape Town in the Western Cape Province
BID ADVERT	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za or the HDA website at www.thehda.co.za/procurement/currenttenders free of charge. With effect from 11 January 2024
ISSUE DATE	11 January 2024
COMPULSORY BRIEFING SESSION	No
CLOSING DATE	11H00am on 05 February 2024 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	120 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
CLOSING DATE FOR QUESTIONS	22 January 2024
CLOSING DATE FOR RESPONSES	25 January 2024
CONTACT PERSON	Mxolisi Zondo

2. PROPOSAL SUBMISSION OF RFP RESPONSE

Proposal Responses must be submitted to the HDA in a sealed envelope/package addressed as follows:

Attention: SCM Office

RFP No:	HDA/WC/2023/044
Description of Bid	The Appointment of a Turnkey Contractor for Bulk Earthworks at Driftsands, City of Cape Town in the Western Cape Province.
Closing date and time:	05 February 2024 at 11h00
Closing address	Housing Development Agency Head Office, 4 Kikuyu Road, Sunninghill

3. DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes/packages must be deposited in the HDA tender box which is located at the HDA and must be addressed as follows:

The Housing Development Agency
4 Kikuyu Road
Sunninghill

4. SPECIFIC GOALS

As explained in more detail in the attached SBD 6.1 (Specific Goals Preference Points Claim Form) and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Bidders are to note that the HDA will award “Specific Goals points” to companies who provide valid proof of their status as requested in the bid document.

4.2. SPECIFIC GOALS FOR JOINT VENTURES OR CONSORTIUMS

Bidders who would wish to respond to this RFP as a Joint Venture [JV] or consortium, must state their intention to do so in their RFP submission. Such Bidders must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party.

Bidders are to note the requirements for specific goals compliance of JVs or consortiums as required by SBD 6.1 [the specific goals Preference Point Claim Form] and submit it together with proof of their consolidated specific goals as stipulated in the Claim Form in order to obtain preference points.

5. COMMUNICATION

For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. Queries should be submitted to Mxolisi.Zondo@thehda.co.za on or before **16h30pm on 22 January 2024**

- 5.2. In the interest of fairness and transparency the HDA's response to such a query will be made available to the Bidders on the National Treasury E-Tender portal and the HDA's Website.
- 5.3. After the closing date of the RFP, a Bidder may only communicate in writing with the SCM Official, at Mxolisi.Zondo@thehda.co.za any matter relating to its RFP Proposal.
- 5.4. Bidders are to note that changes to its submission will not be considered after the closing date.
- 5.5. Bidders are warned that a response will be liable for disqualification should any attempt be made by a Bidder either directly or indirectly to canvass any officer(s) or employee of the HDA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Bidders found to be in collusion with one another will automatically be disqualified and restricted from doing business with the HDA in future.

6. CONFIDENTIALITY

- 6.2. The HDA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Bidder / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to the HDA's business, written approval to divulge such information must be obtained from the HDA.
- 6.3. Bidders must clearly indicate whether any information submitted or requested from the HDA is confidential or should be treated confidentially by the HDA. In the absence of any such clear indication in writing, the HDA shall deem the response to the RFP to have waived any right to confidentiality and treat such information as public in nature.

7. INSTRUCTIONS FOR COMPLETING THE RFP

- 7.2. All responses to the RFP must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and specific goals response and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial

information in the first envelop/box. the HDA may disqualify Bidders who fail to adhere to this requirement.

7.3. Bidders are required to package their response/Bid as follows to avoid disqualification:

Volume 1 (Envelop 1/Package 1)

- **Part A:** Compliance Response
- **Part B:** Technical or Functional Response (response to scope of work)

Volume 2 (Envelop 2/ Package 2)

- **Part C:** Financial Proposal and specific goals (SBD6.1)

Volume 2 Has to be submitted in a separate sealed envelope. Bidders must make their pricing offer in envelop 2/package 2, **NO PRICING AND PRICING RELATED INFORMATION SHOULD BE INCLUDED IN THE VOLUME 1 ENVELOP 1.**

- 7.4. Bidders must submit 1 original response, and electronic version which must be contained in USB clearly marked in the Bidders name.
- 7.5. Bidders must ensure that their response to the RFP is in accordance with the structure of this document.
- 7.6. Where Bidders are required to sign forms they are required to do so using a black ink pen.
- 7.7. Any documents forming part of the original responses to RFP but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- 7.8. Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP must be neatly and functionally bound, preferably according to their different sections.
- 7.9. The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.

- 7.10. The responses to RFP formulation must be clear and concise and follow a clear methodology which responses to RFP must explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 7.11. Responses to RFP must provide sufficient information and detail in order to enable the HDA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of the HDA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 7.12. Information submitted as part of a responses to RFP must as far as possible, be ordered according to the order of the required information requested by the HDA. All pages must be consecutively numbered.
- 7.13. Responses to RFP must ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 7.14. Response to RFP documents are to be submitted to the address specified in paragraph 3 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as the HDA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 7.15. Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

8. LEGAL COMPLIANCE

Bidders must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of the HDA, be disqualified the Bidder. The HDA reserves the right to call a Bidder to provide additional documents which the HDA may require from a Bidder which have not been submitted to the HDA.

Bidders must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of the HDA, be disqualified.

The successful Bidder [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

9. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Bidders are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za>. Bidders are required to provide the following to the HDA in order to enable it to verify information on the CSD:

Supplier Number: _____ **Unique registration reference number:** _____

10. TAX COMPLIANCE

Bidders must be compliant when submitting a proposal to the HDA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this RFP that the tax matters of the successful bidder be in order

The Tax Compliance status requirements are also applicable to foreign Bidders/ individuals who wish to submit bids.

Bidders are required to be registered on the CSD as indicated in paragraph 9 and the National Treasury shall verify the Bidder's tax compliance status through the CSD.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

For this purpose, the attached SBD 1 must be completed and submitted as an essential returnable document by the closing date and time of the bid.

New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Bidders are required to provide the following to the HDA in order to enable it to verify their tax compliance status:

Tax Compliance Status (TCS) Pin: _____

11. PROTECTION OF PERSONAL DATA

In responding to this bid, the HDA acknowledges that it may obtain and have access to personal data of the Bidders. the HDA agrees that it shall only process the information disclosed by Bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, the HDA will not otherwise modify, amend or alter any personal data submitted by Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Bidders. Similarly, the HDA requires Bidders to process any personal information disclosed by the HDA in the bidding process in the same manner.

SECTION 2

BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

1 INTRODUCTION AND BACKGROUND

INTRODUCTION

The Driftsands site (previously a Nature Reserve which was deproclaimed in November 2022) has been subject to systematic land invasions for many years. However, since July 2020 it has experienced a mass in-migration of people, vehicles and materials into the general area that resulted in more than 8000 informal structures being erected by September 2020. Cape Nature proceeded with a legal process to address this unlawful occupation.

This legal process resulted in a ruling of the Western Cape High Court (on 04 November 2020) that any operations pertaining to the dismantling and removal of structures were to be set aside in favour of an order to launch an application for eviction proceedings in terms of The Prevention of Illegal Eviction from Unlawful Occupation of Land, Act No. 19 of 1998 (PIE Act).

BACKGROUND

Over 8000 households have settled in the floodplain and on the Dam Wall infrastructure, an area vulnerable to flooding. Site A has been identified as a safer area for the relocation of the occupants in the floodplain and on the Dam Wall infrastructure. However, Site A is invaded in an unstructured and uncoordinated manner, which has resulted in informal structures being dispersed in various pockets of the land. T

here are approximately 400 structures occupying Site A. In order to make space for the relocation of the occupants settled in the floodplain and on the Dam Wall infrastructure, Site A has to be predominantly cleared, with the approximately 400 households being relocated into one portion of the land.

The purpose of the project is for the appointment of a suitable contractor (with a professional team) to;

- Identify the most suitable portion of Site A (approximately 3 – 4 Ha) which will be used for the relocation of 400 households (Phase 1).
- Undertake the necessary specialist studies and designs for the identified area (Phase 1).
- Undertake bulk earthworks in preparation of the construction of the relocation of structures (Phase 2).

It is for this reason that the Driftsands Emergency project is being submitted to the Bid Specification Committee seeking support for it to proceed to tender for the procurement of a suitably qualified and experienced contractor.

a. PICTORIALS

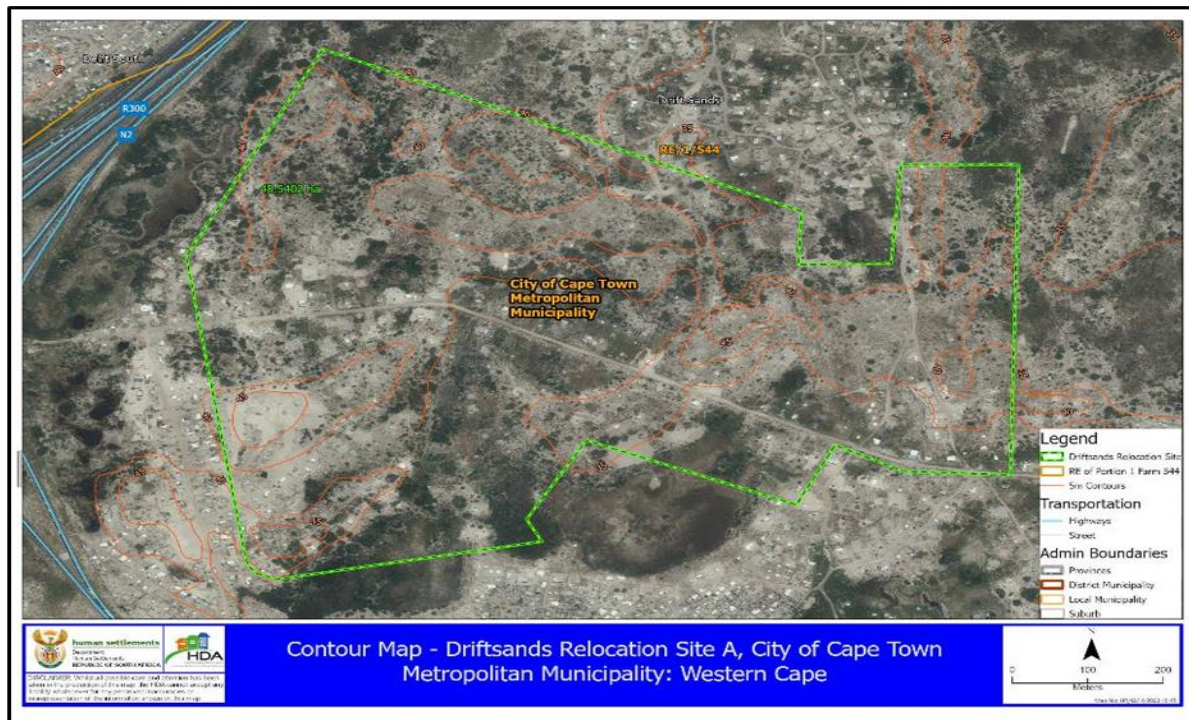


Figure 1: Site

- Site A has been identified for the resettlement of the households that are located in the floodplane and on the Dam Wall infrastructure. The area measures approximately 47Ha.
- However, Site A is invaded in an unstructured and uncoordinated manner, which has resulted in informal structures being dispersed in various pockets of the land. Currently, there are approximately 400 structures occupying Site A.
- The appointed contractor will be required to identify a suitable area (through specialist studies) within Site A, which will be prepared (bulk earthworks) for the relocation of the 400 households into one portion of the land in order to clear up the rest of the site of the illegal invasion in preparation for future development and relocations.
- The estimated area required for the relocation of 400 households is approximately 3 – 4 Ha (at 25m² plots per household.)

1. OBJECTIVE OF THE PROPOSED PROJECT

The objectives of the proposed project are outlined in detail from the following sections:

Over 8000 households have settled in the floodplain and on the Dam Wall infrastructure, an area vulnerable to flooding. Site A has been identified as a safer area for the relocation of the occupants in the floodplain and on the Dam Wall infrastructure. However, Site A is invaded in an unstructured and uncoordinated manner, which has resulted in informal structures being dispersed in various pockets of the land. There are approximately 400 structures occupying Site A. In order to make space for the relocation of the occupants settled in the floodplain and on the Dam Wall infrastructure, Site A has to be predominantly cleared, with the approximately 400 households being relocated into one portion of the land.

The purpose of the project is for the appointment of a suitable contractor (with a professional team) to;

- Undertake the necessary specialist studies to determine and identify the most suitable portion of Site A (approximately 3 – 4 Ha) which will be used for the relocation of 400 households (Phase 1).
- Undertake designs for the identified area (Phase 1).
- Undertake bulk earthworks in preparation of the construction of the relocation of structures (Phase 2).

The project seeks to address the following key milestones.

Bulk Earthworks, Site Preparation and Relocation of approximate 400 households

- a. Appoint a service provider to provide a report for the viability of site identification for purposes of undertaking land preparation in order to allow for the surface area requirement for an approximate 400 household yield. This should be Undertaken through technical assessments (including Geotechnical Investigation, Topographic Survey and Environmental Screening) to gain full understanding of any development constraints with a view to identify the best suitable portion.
- b. Undertake a Layout Plan, Bulk Infrastructure and associated Bulk Earthworks Designs in line with the findings of the technical studies.
- c. Undertake the physical land preparation which will primarily involve levelling of the area identified as most suitable for the relocation of the existing 400 households currently on-Site A.
- d. Provide suitable surfacing (G5/G6 material) for the site preparation for the relocation process to ensue.
- e. Pegging of the identified Site in line with the approved Layout Plan in preparation for the relocation of the 400 households

DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

- The appointed contractor will be required to identify a suitable area (through specialist studies) within Site A, which will be prepared (bulk earthworks) for the relocation of the 400 households into one portion of

the land in order to clear up the rest of the site of the illegal invasion in preparation for future development and relocations.

- High-level scoping of the site to determine potential relocation areas on-site and future human settlement potential of the site.

2. SCOPE OF WORK AND AREAS OF FOCUS

a. SCOPE OF THE DESIRED SOLUTION

The scope of work for this project shall entail the following activities:

The Housing Development Agency is looking for a suitably qualified and experienced Construction company with a CIDB Grade Level 6CE/PE as a minimum, wherein both professional and construction expertise will be provided under the same contract. The project will comprise of two (2) phases, Phase 1: Professional Scope and Phase 2: Construction Scope.

b. DETAILS ON THE PREFERRED SOLUTION

Site Conditions

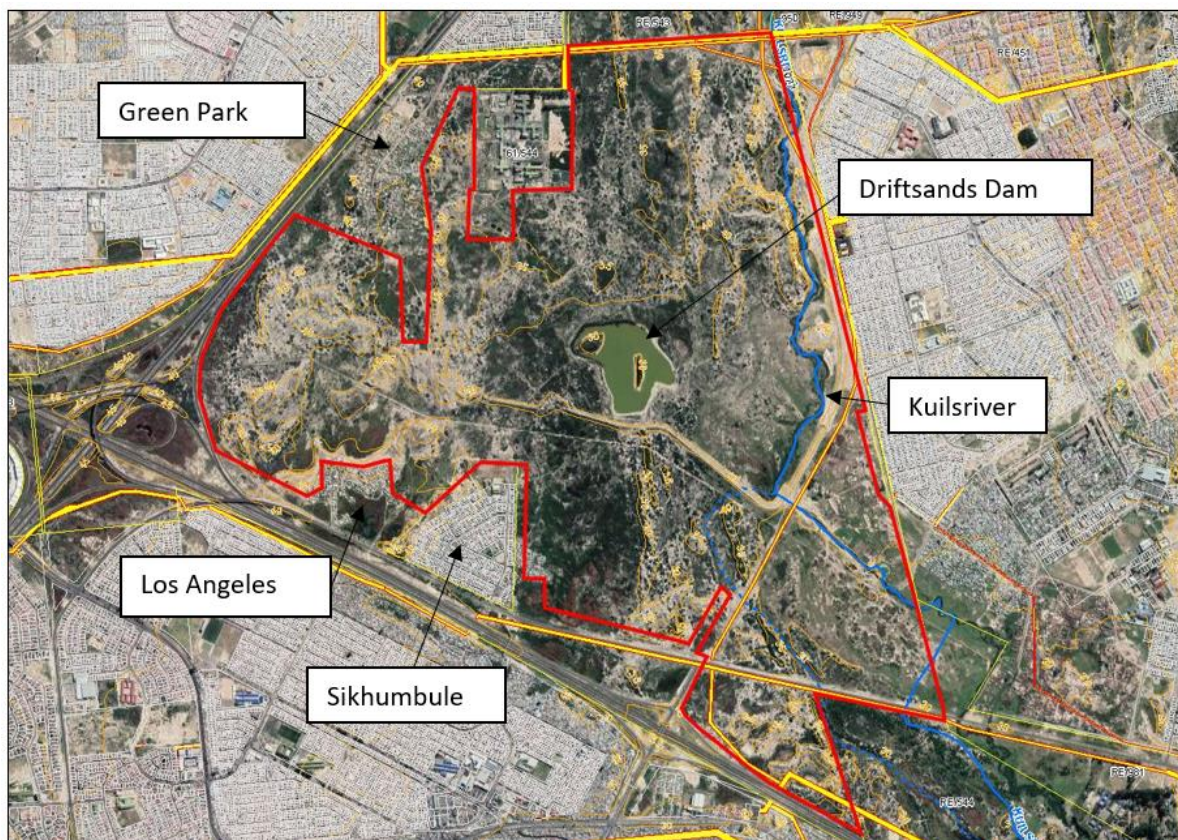


Figure 2: Site Context

- The site is predominantly covered by indigenous vegetation with a few gravel access roads located to the south of the study area running from east to west.

- The Kuilsriver is a major watercourse that traverses the study area from north to south along its western boundary.
- The Driftsands Dam, a City of Cape Town storm-water detention dam, can be found towards the centre of the study area.
- As discussed above, more than 8000 informal structures have been erected in the study area. Mostly concentrated in the riverbed of Kuilsriver.
- Access to the study area can be obtained from the north via Hindle Road onto Inez Avenue.
- Alternatively, illegal access can be obtained to the south from Old Faure Road (M49) as well as Mew Way (M44) to the east via N Hoboshe and Lerato Ponoane Streets in the neighbourhood of Mfuleni.
- The site appears to carry many drainage features, which may have a bearing on any development on site.
- The study area's soil is classified as "Soils with limited pedological development" and described as "greyish, sandy excessively drained soils" with a high erodibility and a clay percentage of 15% at a depth of between 450mm to 750mm.
- The site topography has been modified by illegal sand mining in places.

Site Locality

The Driftsands site (ex-Nature Reserve) is located on the intersection of the R300 and the N2 in the CoCT. The site is situated in the suburb of Blue Downs and is bordered by Brentwood Park to the north, Delft-South to the west, Mfuleni to the east, whilst the N2 forms the southern border. The site falls within CoCT's Ward 114 and Sub-council 22. The Reserve is approximately 24km from the CoCT Central Business District (CBD) and approximately 7km from the Cape Town International Airport.

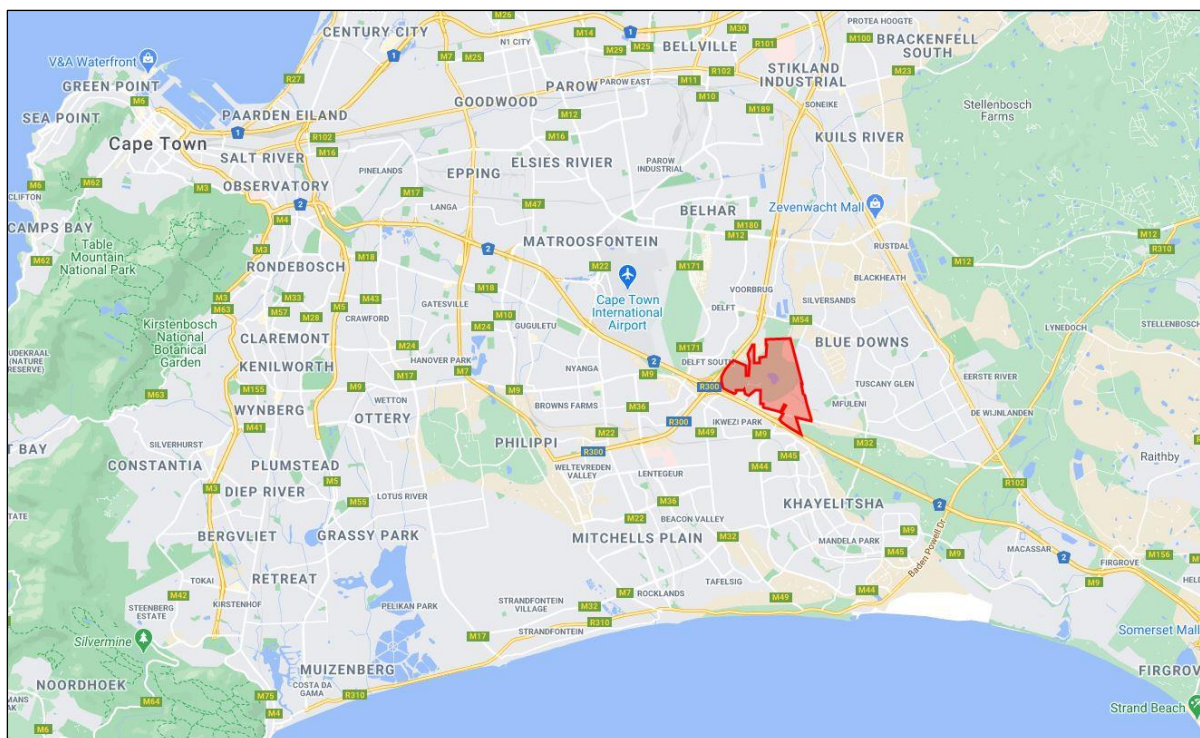


Figure 3: Regional Locality

Property Details

Property Description

- The study area comprises the full extent of the Remainder Portion 1 of the Farm Driftsands No. 544 which is 5060314.30 m² (506.03 ha) in extent.
- The property is owned by the Provincial Department of Transport & Public Works but was assigned to the Western Cape Nature Conservation Board (CapeNature) to manage in terms of the Act as per Provincial Notice 237/2016 published in the Western Cape Provincial Gazette 7628 dated 10 June 2016. The site was governed and managed via an approved protected area management plan.
- The CoCT manages the following utilities on the Reserve: Bulk Water Supply Pipeline; Solid Waste: Sewerage Pipeline; Catchment Stormwater & Management: Driftsands Dam.
- Eskom also manages an 11000-volt Power Transmission network on the Reserve.

Current Zoning

- The property is zoned Agriculture (AG). The zoning provides for primary uses such as agricultural, intensive horticulture and environmental conservation. The zoning also provides for various consent uses, none of which allows for intensive residential development.
- The property was a proclaimed Nature Reserve managed by CapeNature and falls within the Protected Areas as demarcated through the Western Cape Biodiversity Spatial Plan (2017).

- With the continuous illegal invasion and occupation of the property, the Provincial Minister of Local Government, Environmental Affairs and Development Planning in the Western Cape, under section 6(1)(d) of the Nature Conservation Ordinance, 1974 (Ordinance 19 of 1974), abolished Driftsands Nature Reserve.
- The nature reserve status of Driftsands Nature Reserve was withdrawn by the Western Cape Provincial Legislature in terms of section 24(1)(b) of the National Environmental Management: Protected Areas Act, 2003 (Act 57 of 2003), on 28 July 2022.

c. TARGETED AREA BY THIS PROJECT

- The Driftsands Nature Reserve is located on the intersection of the R300 and the N2 in the City of Cape Town.
- The Reserve is situated in the suburb of Blue Downs and is bordered by Brentwood Park to the north, Delft-South to the west, Mfuleni to the east while the N2 forms the southern border.
- The Reserve falls within City of Cape Town's Ward 114 and Sub-council 22.
- The Reserve is approximately 24km from the City of Cape Town Central Business District (CBD) and approximately 7km from the Cape Town International Airport.
- The status of occupation is not known, but reports indicate that illegal structures are appearing throughout the Reserve on an on-going basis.
- The current count was noted by CapeNature at approximately 8100 structures at the end of 2020.
- Driftsands Human Settlements Project, for a detailed description and timeline of the existing Driftsands Human Settlements, Projects being developed by the City of Cape Town.

d. EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The project will cover the following areas:

The Driftsands Nature Reserve has been subject to systematic land invasion for many years, but since July 2020 the reserve experienced a mass in-migration of people, vehicles and materials into the general area that resulted in more than 8000 informal structures counted on the Nature Reserve by September 2020. It has continued to grow to affect the dam area.

e. OTHER RELATED PROJECTS

The following projects have been identified as related to this proposed project:

3. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

Scope of Works

The Housing Development Agency is looking for a suitably qualified and experienced Construction

company with a CIDB Grade Level of 6CE/PE at a minimum, wherein both professional and construction expertise will be provided under the same contract.

The project will comprise two (2) phases, Phase 1: Specialist Studies and Design and Phase 2: Construction Scope.

Only on successful completion of Phase 1: Specialist Studies and Design would Phase 2: Construction be implemented. The completion of Phase 1 shall be marked by the approval of the Section 68 Emergency Application and the Section 30(A) Environmental Waiver for the identified portion of Site A. These applications and/or waivers will be undertaken by the City of Cape Town (Section 68) and the Housing Development Agency, in partnership with the Western Cape Department of Environmental Affairs and Development Planning (Section 30(A))

Phase 1: Specialist Studies and Designs (PRT – Professional Resource Team)

The following shall be undertaken and is integral to the Professional scope of works for a Professional Resources Team:

The awarded contractor will secure the services of the multidisciplinary team of professionals who possess relevant and applicable skills and related experience in the area of settlement planning and all its attendant disciplines to provide proposals for the initial work to be carried out.

Therefore, it is a minimum requirement that the procured team should be composed of the following expertise:

- Town Planning/Urban Design (with specific skills in 3D modelling)
- Environmentalist
- Geotechnical Engineering
- Land Surveyor

Phase 1: Scope of Works

In addition to the broadly defined scope of work contained hereunder, the outputs of the proposed work should generally be delivered in the depth and extent outlined below.

Scope of Works

PROPERTY DESCRIPTIONS AND EXTENTS

Reference is made to “C4.1.4 Property Details”

Driftsands	Latitude	Longitude
	33°59'56.2"S	18°38'51.0"E

TOPOGRAPHICAL SURVEY (for the whole of Site A)

- Topographical survey (Surveyed Cadastral boundaries and 0.5m Contours)
- Detail plan of all existing structures including electrical lines, telephone lines on site, rail lines, formal and informal roads and all related physical features of significance, Servitudes survey (stormwater, sewer and or any servitudes affecting the property)

Deliverables/Outputs:

- Overall topographical and land detail plan on DXF/DWG format for purposes of township establishment.

BASIC ENVIRONMENTAL SCREENING (for the whole of Site A)

- Potential environmental impacts and flaws on site
- Potential fatal flaws that may have impact on the developability of the site.
- Potential significant environmental impact that can be avoidable
- Any potential impact which may be mitigatable
- Any environmental impact that exceeds defined limits of acceptable change may lead to the project being rejected.
- Conservation status of the forests within the development area.

Deliverables/Outputs:

Formal documentation which will be provided at the conclusion of the investigation will include a report detailing the investigation procedure, findings, interpretations and recommendations with accurate pointing of potential threats and impact on the future development that may ensue.



Figure 4: Identified Land Site A

PHASE 1 GEOTECH (for the whole of Site A)

Scope or works:

- Map the basic geology and geomorphological features of the site.
- Formulate an opinion as to site characterization and land use of the site in terms of the site's soil classification/zonation, using the assessment of the morphology and subsurface profile.

Deliverables/Outputs:

Formal documentation which will be provided after the investigation will include a report detailing the investigation procedure, findings, interpretations, and recommendations. Reports will be provided including all supporting data i.e. soil profiles, laboratory test results, and any other relevant information. The report will include an interpretation of the site conditions which will:

- Map the basic geology and geomorphological features of the site.
- Formulate an opinion as to site characterization and land use of the site in terms of the site's soil classification/zonation, using the assessment of the morphology and subsurface profile.

FLOODLINE DETERMINATION (for the whole of Site A)

Scope of Work:

- Appropriate hydrological methods to quantify the 1:50 and 1:100-year flood events.
- The consultant will be responsible for obtaining sufficient information to inform the hydraulic modelling required for the determination of flood lines by a Professional Engineer or suitable professional.

Deliverables/Outputs:

Formal documentation which will be provided after the investigation will include a report detailing findings, interpretations, and recommendations:

- Calculating floor peaks for 1:50 and 1:100-year flood lines for the watercourse for the current and future scenarios.
- Determine flood lines for 1:50 and 1:100-year flood lines for the watercourse for the current and future scenarios.

LAYOUT PLAN AND BULK EARTHWORKS DESIGNS (for a portion of Site A to be identified)

Scope of Works: Undertake Layout Design for the identified portion of Site A to accommodate the relocation of the 400 households, communal areas (shared standpipes and container toilets), and the associated bulk earthworks designs.

- Undertake Layout Plan, at an average stand size of 25m², for the relocation of 400 households. The layout is to incorporate a communal area where shared standpipes (water) and container toilets (interim service) will be installed.
- Undertake a Bulk Infrastructure layout which will include the supply and installation of water and sewer infrastructure for the identified area.
- Undertake bulk earthworks designs, including agreeing on the overall approach methodology on the earth moving operation with the necessary graphic information provided by service provider i.e.: (Drawings, Layouts, Sectional Profiling etc.).

Phase 2: Construction Scope (Bulk Earthworks Contractor)

The following shall be undertaken and is integral to the Construction scope of works for the appointed contractor:

The appointed contractor will undertake the physical land preparation which will primarily involve levelling of the area identified as most suitable in line with the findings of the technical studies provided by the PRT during Phase 1:

- a. Establish a site office with the required resource base i.e.: Human Resources as well as Equipment/Plant.
- b. Undertake the site preparation operation for the construction duration inclusive of stockpiling and vegetation wastage carting. The disposal site shall be within a 15km radius to the site.
- c. Undertake the physical land preparation which will primarily involve levelling of the area identified as most suitable.
- d. Provide suitable surfacing (G5/G6 material) for the site preparation for the relocation process to ensue.
- e. Pegging of the identified Site in line with the approved Layout Plan in preparation for the relocation of 400 households.
- f. The provision of security (both day and night, 24hr security presence) for the duration of the project.

- g. Complying with health and safety regulations.

Timeframes

Timeframes that the deliverables are due are as follows.

- The total estimated duration for the completion of work for Phase 1 is Eight (8) weeks.
- The total estimated duration for the completion of work for Phase 2 is Eight (8) weeks.
- The contract total period (both Phase 1 and Phase 2) is 20 Weeks / 5 months (Four Months for Phase 1 and Phase 2 + 1-month contingency).

Security

- The appointed contractor will be responsible for ensuring security (for the construction site and against any threat of invasion) for the period from the establishment of the site up to the completion of Phase 2.

2 EVALUATION METHODOLOGY

The evaluation of Bids will be based on the information contained in Bids received in RFP and, which may be further supplemented by presentations and clarification information provided, if required. All Bids shall be equally evaluated and adjudicated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability will at all times be paramount.

2.1 EVALUATION AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committee will be conducted at various stages.

The following stages will be applied in the evaluation:

STAGE	DESCRIPTION
Admin compliance (Stage 1)	The Bid is checked for completeness and whether all required documentation, and certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. The Bids are checked to verify that the essential RFP requirements have been met. Incomplete and Non-compliant Bids may be disqualified.
Technical Evaluation (Stage 2)	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is [70%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific goals.
Price and Specific goals (Stage 3)	Evaluate price and Specific Goals on an 80/20-point system
Bidder Verification (Stage 4)	Verification of information supplied by bidders when completing SBD 4
Recommendation	Report formulation and recommendation of Preferred Bidders
Best and Final Offer	The HDA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFP and/or the Bids are to close in terms of points awarded.
Approval	Approval and notification of the final Bidder.

5.2. STAGE 1: COMPLIANCE REQUIREMENTS

Bidders must comply with the following requirements and failure to comply will lead to immediate disqualification.

Mandatory Requirements

Stage 1A- Mandatory Requirements

If you do not submit the following documents your tender will be automatically disqualified:

If you do not submit the following documents your Proposal will be disqualified automatically:

No.	Description of requirement	
a)	Proof of Valid CIDB grading of level 6CE/PE or higher	
b)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable – if applicable)	

Stage 1B Basic Compliance

If you do not submit the following basic compliance documents and should an award be made, these basic compliance documents must be made available within seven (7) days, failing which the award will be recalled.

No.	Description of requirement
a)	Letter of Good Standing: COID
b)	CSD Report
C)	Completion of ALL RFP documentation (includes ALL declarations required)

5.3. STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS

Interested bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for technical/functionality requirements is 70% as per the standard Evaluation Criteria presented as per the table above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical / functional requirements are presented in table below:

ITEM	WEIGHTING/ POINTS
Construction Company Profile	15
PRT Company Profile & Personnel Experience	20
Level of Experience Professional Team members	35
Plant	15
Methodology & Programme	15
Total	100

TECHNICAL/FUNCTIONAL EVALUATION CRITERIA

Details of the scoring methodology presented above are outlined below:

ITEM	CRITERIA	WEIGHTING/ POINTS
Construction Company Profile	<p>Company Expertise and Area</p> <p>Similar earth moving experience with involvement of large sand volumes haulage (e.g., Completion certificates, Completion letters, or Reference letters) (15)</p> <ul style="list-style-type: none"> - 5 or more similar projects completed = 15 points - 4 similar projects completed = 12 points - 3 similar projects completed = 9 points - 2 similar projects completed = 6 points - 1 similar project completed = 3 points - 0 similar projects completed = 0 points 	15
PRT Company Profile & Personnel Experience	<p>Profile demonstrates civil engineering related works.</p> <p>Profile demonstrates personnel with relevant professional registration:</p> <p>Proof of valid Professional Indemnity (5)</p> <p>All key personnel registered with relevant Professional bodies where applicable (15)</p> <ul style="list-style-type: none"> - All competencies required in order to score max 10 points. No score less than 10 shall be allowed. <p>Urban Designer/Town Planner registered with relevant professional body & proof of relevant qualification and professional registration:</p> <p>10 or more years work experience = 5 points</p> <p>5 – 9 years' experience = 3 points</p> <p>3 – 4 years' experience = 1 point</p> <p>0 – 2 years' experience = 0 points</p>	20

	<p>Geotechnical Specialist with 10 or more years work experience – Registered with relevant professional body & proof of relevant qualification and professional registration.</p> <ul style="list-style-type: none"> - 10 or more years work experience = 5 points - 5 – 9 years' experience = 3 points - 3 – 4 years' experience = 1 point - 0 – 2 years' experience = 0 points - <p>Environmental Specialist with 10 or more years work experience – Registered with relevant professional body & proof of relevant qualification and professional registration.</p> <ul style="list-style-type: none"> - 10 or more years work experience = 5 points - 5 – 9 years' experience = 3 points - 3 – 4 years' experience = 1 point - 0 – 2 years' experience = 0 points 	
Level of Experience Professional Team members	<p>Individual Team members related work experience for this project showing similar work within the proposed project area:</p> <p>Project Manager with ECSA or SACPCMP registration and 10 or more years' experience (10)</p> <p>10 years' experience and above = 10 points</p> <p>5 – 9 years' experience = 5 points</p> <p>3 – 4 years' experience = 1 point</p> <p>0 – 2 years' experience = 0 points</p> <p>Civil Engineer with ECSA registration and 10 or more years of design & earthworks and Stormwater management experience (10)</p> <p>10 years' experience and above = 10 points</p> <p>5 – 9 years' experience = 5 points</p> <p>3 – 4 years' experience = 1 point</p> <p>0 – 2 years' experience = 0 points</p>	35

	<p>Earthworks Foreman with 5 years relevant experience in large sand volume haulage (10)</p> <p>5 years' experience and above = 10 points</p> <p>3 – 4 years' experience = 5 points</p> <p>1 – 2 Years' experience = 1 point</p> <p>Land Surveyor with 5 or more years of related experience (3)</p> <p>5 years' experience and above = 3 points</p> <p>3 – 4 years' experience = 2 points</p> <p>1 – 2 years' experience = 1 point</p> <p>0 years' experience = 0 points</p> <p>Construction Health & Safety Officer with SACPCMP Registration with 5 or more years' experience (2)</p> <p>5 years' experience and above = 2 points</p> <p>1 – 4 years' experience = 1 point</p> <p>0 years' experience = 0 points</p> <p>*Valid registration certificates with the relevant council for each profession should be submitted where applicable.</p>	
Plant	<p>Providing ownership with certification of registration or intent of lease documentation in the area of the project for the construction fleet:</p> <p>21t Excavator (3)</p> <p>30t Excavator (3)</p> <p>4 x 4 TLB (2)</p> <p>Skid Steer Loader (1)</p> <p>10 Cube Tipper (2)</p> <p>Water Tanker (Provide the Tank Capacity) (1)</p>	15

	Single Cab LDV (1) Double Cab (1) Low Bed Truck (1)	
Methodology & Programme	Demonstrate a clear conceptual and project understanding, activity programme, and realistic timeframes. Proposed approach, tools, and expertise to undertake tasks (10) Proposed programme for the execution of the project and project plan (5)	15
TOTAL		100

5.4. STAGE 3: PRICING AND SPECIFIC GOALS

The following criteria will be used for points allocation for price and Specific Goals compliance on a 80/20 point system:

Price and Specific Goals

CRITERIA	WEIGHTING/ POINTS
Price	80
Specific goal	20
Total	100

Price

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

Where

PS = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of lowest acceptable tender

Specific Goals Evaluation:

A bidder must submit proof or documentation to claim points for specific goals. A bidder failing to submit proof or documentation to claim points for specific goals will be interpreted to mean that preference points

for specific goals are not claimed. The bidder may not be disqualified but will score 0 points out of 20 for specific goals.

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

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

The Specific Goals allocated points in terms of this tender	Number of Points	Proof / Documentation required to Claim Points for Specific Goals
Size of Company (Maximum points = 7 points)		
• EME	7	CSD and Sworn Affidavit
• QSE	5	CSD and Sworn Affidavit
• GE or others	3	Letter from Auditors or Authorised person confirming annual turn over
Black Women Owned (Maximum points = 5 points)		
75% - 100%	5	CSD and Sworn Affidavit
51% - 74.99 -	3	CSD and Sworn Affidavit
Below 51%	1	CSD and Sworn Affidavit
Historically Disadvantaged South Africans* (maximum Points = 8)		
Youth (Maximum points 3)	3	CSD
HDSA	2	CSD and Sworn Affidavit
Disabled People	3	CSD and Sworn Affidavit

*Historically disadvantaged South Africans refers to any person, category of persons, or communities disadvantaged by unfair discrimination before the constitution of the Republic of SA, 1993 (ACT No. 2000 of 1993 come into operations).

3 VALIDITY PERIOD

This RFP shall be valid for **[120 Business Days]** calculated from Bid closing date.

4 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

4.1 National Industrial Participation Programme (NIPP) requirements:

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

Bidders are therefore required to complete SBD 5 to give effect to the above. **Bidders who do not complete this form will be automatically disqualified. (if applicable)**

5 POST TENDER NEGOTIATION (IF APPLICABLE)

The- HDA reserves the right to conduct post tender negotiations with a shortlist of Bidder(s). The shortlist could comprise of one or more Bidders. Should the HDA conduct post tender negotiations, Bidders will be requested to provide their best and final offers to the HDA based on such negotiations. A final evaluation will be conducted in terms of 90/10.

6 BEST AND FINAL OFFER

The HDA reserves the right to embark on the Best and Final Offer (BAFO) Process where:

- a) None of the proposals meet the RFP requirements;
- b) None of the responses to RFP are affordable and demonstrate value for money; and

Upon the decision by the HDA to embark on a BAFO process it shall notify the response to RFP.

7 FINAL CONTRACT AWARD

The HDA may negotiate the final terms and conditions of the contract with the successful Bidder(s).
Bidder

8 FAIRNESS AND TRANSPARENCY

The HDA views fairness and transparency during the RFP Process as an absolute on which the HDA will not compromise. The HDA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to the HDA.

The evaluation process will be tightly monitored and controlled by the HDA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

SECTION 3

PRICING AND DELIVERY SCHEDULE

Bidders are required to complete the Pricing Schedule as per **Annexure: 2(Volume 2 /Envelop 2)**

1 PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of VAT.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.
- 1.6. To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 1.7. Please note that should you have offered a discounted price(s), the HDA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 1.8. Bidders are to note that if price offered by the highest scoring bidder is not market related, the HDA may not award the contract to the Bidder. The HDA may:
 - 1.8.1. negotiate a market-related price with the Bidder scoring the highest points or cancel the RFP;
 - 1.8.2. if that Bidder does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the second highest points or cancel the RFP; and
 - 1.8.3. if the Bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the third highest points or cancel the RFP.
 - 1.8.4. If a market-related price is not agreed with the Bidder scoring the third highest points, the HDA must cancel the RFP.

2 DISCLOSURE OF PRICES QUOTED (Bidders are to note that, on award of business, the HDA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Bidders inter alia on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury.

3 OWNERSHIP OF DESIGN

- 1.1. The plans and design developed and to be provided by the HDA shall at all times remain the property of the HDA.]

4 SERVICE LEVELS

- 4.1. An experienced national account representative(s) is required to work with the HDA's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 4.2. The HDA will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 4.3. The HDA reserves the right to request that any member of the Service provider's team involved on the HDA account be replaced if deemed not to be adding value for the HDA.
- 4.4. The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
 - 4.4.1. Random checks on compliance with quality/quantity/specifications
 - 4.4.2. On time delivery.
- 4.5. The Service provider must provide a telephone number for customer service calls.
- 4.6. Failure of the Service provider to comply with stated service level requirements will give the HDA the right to cancel the contract in whole, without penalty to the HDA, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

5 TOTAL COST OF OWNERSHIP (TCO)

- 5.1. The HDA will strive to procure goods, services and works which contribute to its mission. In order to achieve this, the HDA must be committed to working with suppliers who share its goals of continuous improvement in service, quality and reduction of Total Cost of Ownership (TCO).
- 5.2. Bidders shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with the HDA in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of services provided by the HDA.

6. FINANCIAL STABILITY

Bidders are required to submit their latest financial statements prepared and signed off by a professional accountant for the past three (3) years with their Proposal in order to enable the HDA to establish financial stability.

SIGNED at _____ on this _____ day of _____ 2024

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

7. VALIDITY OF RETURNABLE DOCUMENTS

The successful Bidder will be required to ensure the validity of all returnable documents, including but not limited to its Tax compliance on CSD, for the duration of any contract emanating from this RFP. Should the Bidder be awarded the contract [the Agreement] and fail to present the HDA with such renewals as and when they become due, the HDA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which the HDA may have for damages against the Bidder.

SIGNED at _____ on this _____ day of _____ 2024

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

8. CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate the Bidder is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and the HDA will recognise no claim for relief based on an allegation that the Bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1. The HDA's General Bid Conditions*
2. Standard RFP Terms and Conditions for the supply of Goods or Services or Works to The HDA

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by the HDA's Legal department who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 2024

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

9. GENERAL CONDITIONS

9.1. THE HDA'S TENDER FORMS

Bidders must sign and complete the HDA's Bid Forms and attach all the required documents. Failure by Bidders to adhere to this requirement may lead to their disqualification.

9.2. PRECEDENT

In case of any conflict with this RFP and Bidders response, this RFP and its briefing notes shall take precedence.

9.3. RESPONSE TO RFP-CONFIDENTIALITY

Response to RFPs must clearly indicate whether any information conveyed to or requested from the HDA is confidential or should be treated confidentially by the HDA. In the absence of any such clear indication in writing from a response to RFP, the HDA shall deem the response to RFP to have waived any right to confidentiality and treat such information as public in nature.

Where a Bidder at any stage during the RFP Process indicates to the HDA that information or any response to RFP requested from the HDA is or should be treated confidentially, the HDA shall treat such information or response to RFP confidentially, unless the HDA believes that to ensure the transparency and competitiveness of the RFP Process the content of the information or response to RFP should be conveyed to all Bidders, in which event it shall apply the following process:

- The HDA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and the HDA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, the HDA shall not release such information to other Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;

- Where the HDA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, the HDA may:
 - i. inform the relevant Bidder of the necessity to release such information and/or response to RFP and request the Bidder to consent to the release thereof by the HDA; or
 - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of the HDA to release such information; or
 - iii. refrain from releasing the information and/or response to RFP, in which event the HDA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.

The above procedures regarding confidentiality shall not apply to any information which is already public knowledge or available in the public domain or in the hands of the HDA or is required to be disclosed by any legal or regulatory requirements or order of any competent court, tribunal or forum.

9.4. RESPONSE TO THE RFP – RFP DISQUALIFICATION

Responses to RFP which do not comply with the RFP requirements, formalities, terms and conditions may be disqualified by the HDA from further participation in the RFP Process.

In particular (but without prejudice to the generality of the foregoing) the HDA may disqualify, at its sole discretion and without prejudice to any other remedy it may have, a Bidder where the Bidder, or any of its consortium/Joint venture members, subcontractors or advisors have committed any act of misrepresentation, bad faith or dishonest conduct in any of its dealings with or information provided to the HDA.

9.5. CORRUPTION, GIFTS AND PAYMENTS

Neither the Bidders to RFPs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of the HDA or any other Government official or any of the Advisory Team any gift or consideration of any

kind as an inducement or reward for appointing a particular Bidder, or for showing or omitting to show favour or disfavour to any of the Bidders, its equity members or the sub-contractors in relation to the Project.

In the event that any of the prohibited practices contemplated under the above paragraph is committed, the HDA shall be entitled to terminate any Response to RFP's status and to prohibit such Bids to RFP, its equity members, its Sub Contractors and their agents, lenders and advisors from participating in any further part of the procurement of the Project.

9.6. INSURANCE

Unless specifically provided for in this RFP or draft contracts, Bidders will be required to submit with their Bid for services professional indemnity insurance and works insurance to an extent (if any) if insurance provided by the HDA may not be for the full cover required in terms of the relevant category listed in this RFP. The Bidder is advised to seek qualified advice regarding insurance.

9.7. NO CONTACT POLICY

Bidders may only contact the supply chain official of the HDA as per the terms of the Communication Structure established by this RFP, except in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such contact, no party may make reference to the Project or this RFP.

9.8. CONFLICT OF INTEREST

No Bidder member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process, but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Bidders are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Bidders to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. The HDA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. The HDA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

9.9. COLLUSION AND CORRUPTION

Any Bidder shall, without prejudice to any other remedy available to the HDA, be disqualified, where the response to RFP –

- communicates to a person other than persons nominated by the HDA a material part of its response to RFP; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998). . The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Bidding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to the HDA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify the HDA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

9.10. CONSORTIUM CHANGES

If exceptional circumstances should arise in which after the submission of the bid and after closing date of submission of bids, there is change in the composition of the members of the consortium, either through substitution or omission of any member of the consortium for the purpose of this RFP:

- The Bidder to RFP must notify the HDA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.
- The HDA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where the HDA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative

to the HDA within 10 (TEN) days of its receipt of the decision of the HDA, upon receipt of which the HDA shall -

- i. Evaluate the alternative proposed for suitability to the HDA, and where the alternative is accepted by the HDA, inform the Bidder in writing of such acceptance and the HDA shall reassess the response to RFP against the RFP requirements and criteria; or
- ii. Where the alternative is not accepted by the HDA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFP Process.
- iii. Where the HDA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and the HDA shall reassess the response to RFP against the RFP requirements and criteria.

9.11. COSTS OF RESPONSE TO THE RFP SUBMISSION

All costs and expenses associated with or incurred by the Bidder in relation to any stage of the Project, shall be borne by the Bidder. The HDA shall not be liable for any such costs or expenses or any claim for reimbursement of such costs or expenses.

To avoid doubt, the HDA shall not be liable for any samples submitted by the Bidder in support of their Responses to RFP and reserves the right not to return to them such samples and to dispose of them at its discretion.

9.12. RESPONSE TO THE RFP WARRANTY

Bidders must provide a warranty as part of their Responses to RFP that their Responses to RFP are true and correct in all respects, that it does not contain a misrepresentation of any kind and that the taxes of all members of the Bidder company, consortium members and or subcontractors are in order and none of the members are undergoing corruption or any criminal-related investigations or have any past convictions for fraud or corruption.

10. CONDITIONS OF TENDER

General

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|---|---|--|
| Actions | 1 | The HDA's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective. |
| Interpretation | 2 | Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract. |
| | 3 | Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the <i>tender returnables</i> are deemed to be part of these Conditions of Tender. |
| | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender. |
| Communication | 5 | Each communication between the HDA and a <i>tenderer</i> shall be to or from the HDA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The HDA takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> . |
| THE HDA's rights to accept or reject any tender | 6 | The HDA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. The HDA or the HDA's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection, but will give reasons for the action. The HDA reserves the right to accept the whole or any part of any tender. |
| | 7 | After the cancellation of the tender process or the rejection of all tenders the HDA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time. |

Tenderer's obligations

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

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| Eligibility | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification. |
| Cost of tendering | 2 | Accept that the HDA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender. |
| Check documents | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify the HDA's <i>Representative</i> of any discrepancy or omissions in writing. |
| Copyright of documents | 4 | Use and copy the documents provided by the HDA only for the purpose of preparing and submitting a tender in response to this invitation. |
| Standardised specifications and other publications | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference. |
| | 6 | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which the HDA's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account. |
| Site visit and / or clarification meeting | 7 | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFP document, e-tender website and CIDB website. |
| Seek clarification | 8 | Request clarification of the <i>tender documents</i> , if necessary, by notifying the HDA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> . |
| Insurance | 9 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance. |
| Pricing the tender | 10 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> . |

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| | 11 | Show Value Added Tax (VAT) payable by The HDA separately as an addition to the tendered total of the prices. |
| | 12 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> . |
| | 13 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected <i>conditions of contract</i> may provide for part payment in other currencies. |
| Alterations to documents | 14 | Not make any alterations or an addition to the tender documents, except to comply with instructions issued by the HDA's <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like. |
| Submitting a tender | 15 | Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification. |
| NOTE: | 16 | Return the completed and signed <i>Tender document and SBD forms provided with the tender. <u>Failure to submit all the required documentation will lead to disqualification</u></i> |
| | 17 | Submit the <u>tender as an original</u> and an electronic version which must be contained in USB clearly marked in the Bidders name as stated. Tenders may not be written in pencil but must be completed in ink. |
| | 18 | Sign and initial the original tender where indicated. The HDA will hold the signatory duly authorised and liable on behalf of the <i>tenderer</i> . |
| | 19 | Seal the bid document in an envelope/package, the HDA's address and invitation to tender number stated in the Scope of work/ specification, as well as the <i>tenderer's</i> name and contact address should be written on the envelope /package . Where the tender is based on a two envelop system tenderers must further indicate in the package whether the document is envelope / package 1 or 2 . The envelope/package must be marked "CONFIDENTIAL" . |

- 20 Accept that the HDA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

The HDA does not to receive BIDS by post, and takes no responsibility for delays in the postal system or in transit within or between the HDA offices.

The HDA does not to receive tenders by fax, the HDA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, the HDA takes no responsibility for tenders delivered to any other site than the tender office.

The HDA employees are not permitted to deposit a tender into the HDA tender box on behalf of a tenderer.

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| Closing time | <p>25 Ensure that the HDA has received the tender at the stated address no later than the <i>deadline for tender submission</i>. Proof of posting will not be taken by the HDA as proof of delivery. The HDA will not accept a tender submitted telephonically, by Fax or E-mail unless stated otherwise in the tender document.</p> <p>26 Accept that, if the HDA extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.</p> |
| Tender validity | <p>27 Hold the tender(s) valid for acceptance by the HDA at any time within the <i>validity period</i> after the <i>deadline for tender submission</i>.</p> <p>28 Extend the <i>validity period</i> for a specified additional period if the HDA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent the HDA may allow for the effects of inflation over the additional period.</p> |
| Clarification of tender after submission | <p>29 Provide clarification of a tender in response to a request to do so from the HDA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by the HDA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by</p> |

the HDA's *Representative* with the concurrence of the *tenderer*, shall be binding upon the *tenderer*

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|------------------------------------|--|
| Submit bonds, policies etc. | <p>30 If instructed by the HDA's <i>Representative</i> (before the formation of a contract), submit for the HDA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i>.</p> <p>31 Undertake to check the final draft of the contract provided by the HDA's <i>Representative</i>, and sign the Form of Agreement all within the time required.</p> <p>32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender.</p> |
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THE HDA'S UNDERTAKINGS

The HDA, and the HDA's *Representative*, shall:

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| Respond to clarification | <p>1 Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i>. The response is notified to all <i>tenderers</i>.</p> |
| Issue Addenda | <p>2 If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i>, Addenda that may amend, amplify, or add to the <i>tender documents</i>. If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i>, in order to take Addenda into account in preparing a tender, the HDA may grant such an extension and the HDA's <i>Representative</i> shall notify the extension to all <i>tenderers</i>.</p> |
| Return late tenders | <p>3 Reject tenders received after the <i>deadline</i>. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.</p> |
| Non-disclosure | <p>4 Not disclose to <i>tenderers</i>, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.</p> |
| Grounds for rejection | <p>5 Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.</p> |

Disqualification	6	Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.
Test for responsiveness	7	<p>Determine before detailed evaluation, whether each tender properly received</p> <ul style="list-style-type: none"> • meets the requirements of these Conditions of Tender, • has been properly signed, and • is responsive to the requirements of the <i>tender documents</i>.
	8	<p>Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in the HDA 's opinion would</p> <ul style="list-style-type: none"> • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data, • change the HDA 's or the <i>tenderer's</i> risks and responsibilities under the contract, or • affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.
Non-responsive tenders	10	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	11	<p>Check responsive tenders for arithmetical errors, correcting them as follows:</p> <ul style="list-style-type: none"> • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. • If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected. • Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
Evaluating the tender	13	Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification.

Clarification of a tender	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
Acceptance of tender	15	Notify the HDA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the HDA and the successful <i>tenderer</i> .
Notice to unsuccessful tenderers	16	After the successful <i>tenderer</i> has acknowledged the HDA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following the HDA's current procedures.
Prepare contract documents	17	<p>Revise the contract documents issued by the HDA as part of the <i>tender documents</i> to take account of</p> <ul style="list-style-type: none"> • Addenda issued during the tender period, • inclusion of some of the <i>tender returnables</i>, and • other revisions agreed between THE HDA and the successful <i>tenderer</i>, before the issue of THE HDA's notice of acceptance (of the tender).
Issue final contract	18	Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of the HDA's notice of acceptance.
Sign Form of Agreement	19	Arrange for authorised signatories of both parties to complete and sign the original Form of Agreement within two weeks of the date of the HDA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.

Annexure: 1

SCOPE OF WORK

The Housing Development Agency is looking for a suitably qualified and experienced Construction company with a CIDB Grade Level of 6CE/PE at a minimum, wherein both professional and construction expertise will be provided under the same contract.

The project will comprise two (2) phases, Phase 1: Specialist Studies and Design and Phase 2: Construction Scope.

Only on successful completion of Phase 1: Specialist Studies and Design would Phase 2: Construction be implemented. The completion of Phase 1 shall be marked by the approval of the Section 68 Emergency Application and the Section 30(A) Environmental Waiver for the identified portion of Site A. These applications and/or waivers will be undertaken by the City of Cape Town (Section 68) and the Housing Development Agency, in partnership with the Western Cape Department of Environmental Affairs and Development Planning (Section 30(A))

Phase 1: Specialist Studies and Designs (PRT – Professional Resource Team)

The following shall be undertaken and is integral to the Professional scope of works for a Professional Resources Team:

The awarded contractor will secure the services of the multidisciplinary team of professionals who possess relevant and applicable skills and related experience in the area of settlement planning and all its attendant disciplines to provide proposals for the initial work to be carried out.

Therefore, it is a minimum requirement that the procured team should be composed of the following expertise:

- Town Planning/Urban Design (with specific skills in 3D modelling)
- Environmentalist
- Geotechnical Engineering
- Land Surveyor

Phase 1: Scope of Works

In addition to the broadly defined scope of work contained hereunder, the outputs of the proposed work

should generally be delivered in the depth and extent outlined below.

Scope of Works

PROPERTY DESCRIPTIONS AND EXTENTS

Reference is made to “C4.1.4 Property Details”

Driftsands	Latitude	Longitude
	33°59'56.2"S	18°38'51.0"E

TOPOGRAPHICAL SURVEY (for the whole of Site A)

- Topographical survey (Surveyed Cadastral boundaries and 0.5m Contours)
- Detail plan of all existing structures including electrical lines, telephone lines on site, rail lines, formal and informal roads and all related physical features of significance, Servitudes survey (stormwater, sewer and or any servitudes affecting the property)

Deliverables/Outputs:

- Overall topographical and land detail plan on DXF/DWG format for purposes of township establishment.

BASIC ENVIRONMENTAL SCREENING (for the whole of Site A)

- Potential environmental impacts and flaws on site
- Potential fatal flaws that may have impact on the developability of the site.
- Potential significant environmental impact that can be avoidable
- Any potential impact which may be mitigatable
- Any environmental impact that exceeds defined limits of acceptable change may lead to the project being rejected.
- Conservation status of the forests within the development area.

Deliverables/Outputs:

Formal documentation which will be provided at the conclusion of the investigation will include a report detailing the investigation procedure, findings, interpretations and

recommendations with accurate pointing of potential threats and impact on the future development that may ensue.



Figure 4: Identified Land Site A

PHASE 1 GEOTECH (for the whole of Site A)

Scope or works:

- Map the basic geology and geomorphological features of the site.
- Formulate an opinion as to site characterization and land use of the site in terms of the site's soil classification/zonation, using the assessment of the morphology and subsurface profile.

Deliverables/Outputs:

Formal documentation which will be provided after the investigation will include a report detailing the investigation procedure, findings, interpretations, and recommendations. Reports will be provided including all supporting data i.e. soil profiles, laboratory test results, and any other relevant information. The report will include an interpretation of the site conditions which will:

- Map the basic geology and geomorphological features of the site.
- Formulate an opinion as to site characterization and land use of the site in terms of the site's soil classification/zonation, using the assessment of the morphology and subsurface profile.

FLOODLINE DETERMINATION (for the whole of Site A)

Scope of Work:

- Appropriate hydrological methods to quantify the 1:50 and 1:100-year flood events.
- The consultant will be responsible for obtaining sufficient information to inform the hydraulic modelling required for the determination of flood lines by a Professional Engineer or suitable professional.

Deliverables/Outputs:

Formal documentation which will be provided after the investigation will include a report detailing findings, interpretations, and recommendations:

- Calculating floor peaks for 1:50 and 1:100-year flood lines for the watercourse for the current and future scenarios.
- Determine flood lines for 1:50 and 1:100-year flood lines for the watercourse for the current and future scenarios.

LAYOUT PLAN AND BULK EARTHWORKS DESIGNS (for a portion of Site A to be identified)

Scope of Works: Undertake Layout Design for the identified portion of Site A to accommodate the relocation of the 400 households, communal areas (shared standpipes and container toilets), and the associated bulk earthworks designs.

- Undertake Layout Plan, at an average stand size of 25m², for the relocation of 400 households. The layout is to incorporate a communal area where shared standpipes (water) and container toilets (interim service) will be installed.
- Undertake a Bulk Infrastructure layout which will include the supply and installation of water and sewer infrastructure for the identified area.
- Undertake bulk earthworks designs, including agreeing on the overall approach methodology on the earth moving operation with the necessary graphic information provided by service provider i.e.: (Drawings, Layouts, Sectional Profiling etc.).

Phase 2: Construction Scope (Bulk Earthworks Contractor)

The following shall be undertaken and is integral to the Construction scope of works for the appointed contractor:

The appointed contractor will undertake the physical land preparation which will primarily involve levelling of the area identified as most suitable in line with the findings of the technical studies provided by the PRT during Phase 1:

- h. Establish a site office with the required resource base i.e.: Human Resources as well as Equipment/Plant.
- i. Undertake the site preparation operation for the construction duration inclusive of stockpiling and vegetation wastage carting. The disposal site shall be within a 15km radius to the site.
- j. Undertake the physical land preparation which will primarily involve levelling of the area identified as most suitable.
- k. Provide suitable surfacing (G5/G6 material) for the site preparation for the relocation process to ensue.
- l. Pegging of the identified Site in line with the approved Layout Plan in preparation for the relocation of 400 households.
- m. The provision of security (both day and night, 24hr security presence) for the duration of the project.
- n. Complying with health and safety regulations.

Timeframes

Timeframes that the deliverables are due are as follows.

- The total estimated duration for the completion of work for Phase 1 is Eight (8) weeks.
- The total estimated duration for the completion of work for Phase 2 is Eight (8) weeks.
- The contract total period (both Phase 1 and Phase 2) is 20 Weeks / 5 months (Four Months for Phase 1 and Phase 2 + 1-month contingency).

Security

- The appointed contractor will be responsible for ensuring security (for the construction site and against any threat of invasion) for the period from the establishment of the site up to the completion of Phase 2.

FORM C: TENDER FORM- Volume 2 (Envelop 2/ Package 2)

CURRENT TENDER DETAILS	
Request number:	HDA/WC/2023/044
Request for Tender:	THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE.

I / We _____

(Insert Name of Tendering Entity)

Of _____

(Full address)

Conducting business under the style or title of: _____

Represented by:_____
in my capacity as:

being duly authorised thereto by a Resolution of the Board of Directors / Certificate of Partners, Members or Participants, as the case may be, dated _____, a certified copy of which is annexed hereto, hereby offer to undertake and complete the above-mentioned work (hereinafter called "the WORKS") at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lump sum, in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of tender documents for the sum of R _____ (amount in words), (All applicable taxes included)

N.B. (i) In the event of any discrepancy, the amount in words will take precedence over the amount in figures.

- (ii) Where items in the priced bills of quantities submitted with the tender for the WORKS other than architectural building work are incorrectly extended arithmetically, the unit rate will be treated as decisive.
- (iii) In tenders for architectural building work the total amount will be treated as decisive. If amounts for individual items cannot be reconciled with the total amount, the amounts for individual items shall be adjusted to the satisfaction of the HDA to conform to the total amount.

The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should THE HDA decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME (S)	CAPACITY:	SIGNATURE:

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I / We accept that should the HDA accept my / our tender and issue me / us with the notice of acceptance, this tender and, if any, its covering letter and any subsequent exchange of correspondence together with the HDA acceptance thereof, such acceptance shall be subject to a written contract to be concluded between the HDA and me / us.

I / We undertake to produce acceptable documentary proof of the necessary coverage for Workmen's Compensation, Securities and Insurance within **30 (thirty)** working days of notification of awarding of the contract, and to sign a formal contract if called upon by the HDA to do so within **7 (seven)** working days of notification by the HDA that the contract documents are ready for signature.

I / We undertake to complete the whole of the WORKS within _____

(in words) from the date of notification to me / us of acceptance of the tender, subject to completion in stages if and as laid down in the project specification and to such extensions of time as may be granted. Failing completion of the WORKS or any stage of the WORKS within the period(s) stipulated or by such extended date(s) as may be allowed by the HDA I / we shall pay to the HDA in terms of the Conventional Penalties Act 15 of 1962, the penalty for which provision is made in the project specification. The ordering of any alterations, extras, additions or omissions shall not in any way prejudice the HDA claim for such penalty.

Application for relief from the obligation to pay a penalty will be considered by the HDA, but shall be granted only if I / we can prove to the reasonable satisfaction of the HDA that the penalty is out of proportion to the prejudice suffered by the HDA by reason of the act or omission in respect of which the penalty was stipulated.

I / We declare that this tender holds good until _____ **(a minimum period of 120 days from closing date is required).**

I / We further agree that if, after I / we have been notified of the acceptance of my / our tender, I / we fail to enter into a formal contract if called upon to do so, or fail to furnish satisfactory security for the due and proper completion of the WORKS, the HDA may, without prejudice to any other legal remedy which it may have, recover from me / us any expense to which it may have been put in calling for tenders afresh and / or having to accept any less favourable tender.

I / We declare that, being a company / partnership / close corporation / joint venture, I / we have duly completed the annexe hereto and certified it as correct.

The several documents involved are to be taken as complementary to each other. In the event of any conflict between the content of any of the documents listed in the schedule of tender documents (other than the project specification) and the project specification, the latter shall prevail. In the event of any conflict between the letter that accompanies the tender or other relevant correspondence and the contents of the documents listed in the schedule of tender documents (including the project specification) such letter or correspondence shall prevail.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide the HDA with cause for cancellation.

THUS DONE and SIGNED at _____

on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

- | | |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |

Annexure: 2

PRICING SCHEDULE

BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE

FINAL SUMMARY		Amount	
PHASE 1 – PROFESSIONAL SERVICES	R		
PHASE 2 – PRELIMINARIES AND GENERAL	R		
PHASE 2 – PLANNING	R		
PHASE 2 – EARTHWORKS	R		
PHASE 2 – SECURITY	R		
SUB-TOTAL A	R		
ADD CONTINGENCIES 10% CONTINGENCIES	R		
SUB-TOTAL B	R		
ADD FEES FOR PROFESSIONAL ENGINEERING SERVICES	R		
SUB-TOTAL C	R		
ADD COSTS FOR OCCUPATIONAL HEALTH AND SAFETY AGENT	R		
SUB-TOTAL D	R		
ADD PROJECT MANAGEMENT (PRINCIPAL AGENT)	R		
TOTAL TENDER SUM (ZERO VAT RATED)	R		

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	HDA/WC/2023/044	CLOSING DATE:	05 February 2024	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE HOUSING DEVELOPMENT AGENCY					
Reception Area					
04 Kikuyu Road					
Sunninghill, 2157					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MXOLISI ZONDO		CONTACT PERSON	MXOLISI ZONDO	
TELEPHONE NUMBER	0115441000		TELEPHONE NUMBER	0115441000	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mxolisi.Zondo@thehda.co.za		E-MAIL ADDRESS	Mxolisi.Zondo@thehda.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
7 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		8 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 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.

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.

- 3.6 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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 80/20 preference point system is applicable,

corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (Tenderer to indicate by a cross or a tick against the selected specific goals)
Size of Company (7)		
• EME	7	
• QSE	5	
• GE	3	
Black women (5)		
75% - 100%	5	
51% - 74.99%	3	
Below 51%	1	
Historically Disadvantaged South Africans* (maximum Points = 8)		
Youth	3	
HDSA	2	
Disabled	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

THE CONTRACT

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

Part C1: Agreement and Contract Data

C1.1: Form of Offer and Acceptance

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C1.1: FORM OF OFFER AND ACCEPTANCE

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE
Contract No:	HDA/WC/2023/044

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the **APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE**.

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

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

THE OFFERED TOTAL OF THE PRICES (ZERO VAT RATED):

Rand (in words):	
Rand in figures:	R

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.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
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The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution/Power of Attorney, signed by all the Directors/Members/ Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

WITNESSED BY:

Name of Witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐
 The official alternative ☐
 Own alternative (only if documentation makes provision therefore) ☐

SECURITY OFFERED:

The Tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract.

in respect of contracts above R1 million, the Tenderer must provide security as indicated below:

Fixed construction guarantee of 10% of the Contract Value.

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

The Tenderer elects as its domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

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

Other Contact Details of the Tenderer are:

Telephone No Cellular Phone No

Fax No

Postal address

.....
.....

Banker

Branch

Branch Code

Account number

Registration No of Tenderer at Department of Labour

CIDB Registration Number

ACCEPTANCE

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

The terms of the contract, are contained in:

Part 1 Agreement and contract data, (which includes this agreement)

Part 2 Pricing data

Part 3 Scope of work.

Part 4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR THE EMPLOYER:

Name of Signatory	Signature	Date
Name of Organization:	Housing Development Agency	
Address of Organisation	04 Kikuyu Road Sunninghill 2157	

WITNESSED BY:

Name of Witness	Signature	Date

SCHEDULE OF DEVIATIONS:

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification, or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C1.1a: Final Summary

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

FINAL SUMMARY

PHASE 1 – PROFESSIONAL SERVICES

PHASE 2 – PRELIMINARIES AND GENERAL

PHASE 2 – PLANNING

PHASE 2 – EARTHWORKS

PHASE 2 – SECURITY

SUB-TOTAL A

ADD CONTINGENCIES 10% CONTINGENCIES

SUB-TOTAL B

ADD FEES FOR PROFESSIONAL ENGINEERING SERVICES

SUB-TOTAL C

ADD COSTS FOR OCCUPATIONAL HEALTH AND SAFETY AGENT

SUB-TOTAL D

ADD PROJECT MANAGEMENT (PRINCIPAL AGENT)

TOTAL TENDER SUM (ZERO VAT RATED)**Amount**

R

R

R

R

R

R

R

R

R

R

R

R

R

R

TIME FOR COMPLETION OF CONTRACT: 4 MONTHS**SIGNED BY/ON BEHALF OF THE TENDERER****NAME****SIGNATURE****DATE****COMPANY STAMP**The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C1.2: Contract Data Part 2: **(Data Provided by the Contractor)**

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C1.2: CONTRACT DATA PART 2: DATA PROVIDED BY THE CONTRACTOR

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE
BCMM No:	HDA/WC/2023/044

This schedule contains all variables referred to in the General Conditions of Contract for Construction Works, 3rd Edition, 2015 that are the responsibility of the Contractor to provide the appropriate information that is necessary for the Contractor to complete his tender. The tenderer is deemed to have referred to these clauses for the full intent and meaning of each clause, under C1.2.2: Contract Data (Part 2: Data provided by the Contractor).

	PART 2: CONTRACT DATA - Data provided by the Contractor:
	The Conditions of Contract are: the "General Conditions of Contract" as they appear in the commercially available publication "General Conditions of Contract for Construction Works, Third Edition (2015) 3rd Print version", published by the South African Institution of Civil Engineering (SAICE), hereinafter referred to as GCC 2015, and specific data as contained in this Contract Data.
10.0	CONTRACTING PARTY
10.1	Contractor: Postal address: Tel: Fax: E-mail: TAX/VAT Registration No: Physical address: Tel: Fax: E-mail:
10.2	The working areas are Site and
11.2	The Contractor's Key people are: CV's to be appended to Tender Schedule

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

	(1) Name:.....	
	Job:	
	Responsibility:	
	
	Qualifications:	
	Experience:	
	(2) Name:.....	
	Job:	
	Responsibility:	
	
	Qualifications:	
	Experience:	

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

1.3: Performance Guarantee

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C1.3: PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor means:

Physical address:

"Employer" means: Housing Development Agency

"Contractor" means:"

"Principal Agent" means: Professional Service Provider appointed by the HDA and dully authorized

"Works" means:

"Site" means:

"Contract: means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:.....

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:.....

"Expiry Date" means:.....

CONTRACT DETAILS

Principal Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:.....

GUARANTOR (1)

SIGNATURE

DATE

CAPACITY

GUARANTOR (2)

SIGNATURE

DATE

CAPACITY

WITNESS (1)

SIGNATURE

WITNESS (2)

SIGNATURE

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C1.4: Occupational Health and Safety Agreement

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE HOUSING DEVELOPMENT AGENCY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,

Representing,
as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:.....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times. I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

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

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

--

NAME

--

SIGNATURE

--

DATE

SIGNED BY WITNESS:

--

NAME

--

SIGNATURE

--

DATE

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

Signed at on the day of 20

SIGNED BY/ON BEHALF OF THE HOUSING DEVELOPMENT AGENCY

--

NAME

--

SIGNATURE

--

DATE

SIGNED BY WITNESS:

--

NAME

--

SIGNATURE

--

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- 11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
- 12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
- 13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement must be presented to the Employer.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

Part C2: Contract Data

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C2.1: Contract Data – Part 1

(Data provided by the Employer)

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C2.1: CONTRACT DATA

C1.2 : CONTRACT DATA : GCC for Construction Works, 3rd Edition, 2015

C2.1 : CONTRACT DATA : The General Conditions of Contract for Construction Works, 3rd Edition, 2015

Project title:	APPOINTMENT OF TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE
Contract No:	HDA/WC/2023/044

	<p>The Conditions of Contract are</p> <ul style="list-style-type: none">the "General Conditions of Contract" as they appear in the commercially available publication "General Conditions of Contract for Construction Works, Third Edition (2015) 3rd Print version", published by the South African Institution of Civil Engineering (SAICE), hereinafter referred to as GCC 2015, andspecific data as contained in this Contract Data. <p>Each party to the Contract shall purchase its copy of the GCC 2015, from a duly authorized commercial vendor or directly from the publisher:</p> <p>South African Institution of Civil Engineering Private Bag X200 Halfway House 1685 South Africa</p> <p>Tel +27 (0)11 805 5947</p> <p>All of the following Notes apply:</p> <p>NOTES</p> <p>Note 1 The GCC 2015 makes several references to the Contract Data. The Contract Data shall take precedence over the GCC 2015 in the interpretation of any ambiguity or inconsistency.</p> <p>Note 2 Each item of data below is cross-referenced to the clause in the GCC 2015 to which it applies.</p> <p>Note 3 The documents forming the Contract are to be taken as mutually explanatory of one another.</p> <p>Note 4 Certain pro-forma forms contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.</p>
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The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

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

1	DEFINITIONS AND INTERPRETATION
	<p>Employer: THE HOUSING DEVELOPMENT AGENCY</p> <p>Postal address: P O Box 3209 Houghton</p> <p>Tel: (011)544 1000 Fax: (011)544 1006 E-mail: Mxolisi.Zondo@thehda.co.za</p> <p>Tax/VAT registration No: 458 0253 153</p> <p>Physical address: 04 Kikuyu Road Sunninghill 2157</p>
	Works description: Refer to document C4 – Scope of Work.
	Site description: Refer to document C5 – Site Information.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

	<p>1) Interest rate legislation:</p> <p>(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the employer, the interest 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), will apply</p> <p>2) Lateral support insurance to be effected by the contractor:</p> <p>3) Payment will be made for materials and goods:</p> <p>4) Dispute resolution by litigation Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>5) Extended defects liability period applicable to the following elements: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>
	Period for the commencement of the works after the contractor has received a signed copy of the contract: Immediately
	For the works as a whole: The date for practical completion shall be 4 months from the commencement date .
	For the works in sections: The programming of the works shall indicate clearly Phase 1 – Specialist Studies and Phase 2 – Bulk Earthworks projected completions dates and these Phases, and their programming shall be agreed with the contractor as per PIP. Final reports, Inspections and practical completion of work will therefore be carried out in the agreed Phases. Penalties will be charged per calendar day on the project as a whole.
	The law applicable to this agreement shall be that of the: Republic of South Africa

5	DOCUMENTS
	One copy of the construction documents will be supplied to the contractor free of charge
	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)
	The contract value is to be adjusted using CPAP indices: No
	The contractor shall supply and keep a copy of the GCC Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access to at all times.

8	INSURANCES
	Contract works insurance to be effected by the contractor <input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10%
	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
	Public liability insurance to be effected by the contractor <input checked="" type="checkbox"/> For the sum of R 5 million

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

	<p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the sum of R (insert amount in words)</p> <p>With a deductible not exceeding 5% of each and every claim</p>
	<p>Support insurance to be effected by the contractor</p> <p>For the sum of R (insert amount in words)</p> <p>With a deductible of R (insert amount in words)</p>
<p>1.1</p> <p>1.2</p> <p>1.3</p> <p>1.4</p> <p>1.5</p> <p>1.6</p> <p>1.7</p>	<p>Details of changes added to the provisions of GCC standard documentation.</p> <p>COMMENCEMENT DATE – means the date that the possession of the site is given to the contractor.</p> <p>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.</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion.</p> <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> <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 and 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> <p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <p>(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the employer, the interest 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), will apply</p> <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 expenses or loss.</p>

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

1.8	<p>DAMAGE TO THE WORKS</p> <p>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.</p> <p>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 rebuild, restore, replace and/or repair the works.</p>
1.9	<p>INJURY TO PERSONS OR LOSS OF OR DAMAGE TO PROPERTIES</p> <p>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 neglect of any person for whose actions the employer is legally liable</p> <p>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 neglect of any person for whose actions the employer is legally liable</p> <p>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.</p> <p>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.</p> <p>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 to be altered or added to, the contractor, shall and will remain adequately insured or insured 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</p> <p>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</p>

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C2.2: Contract Data – Part 2

(Data provided by the Contractor)

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

	PART 2: CONTRACT DATA - Data provided by the Contractor:
	<p>The contractor is advised to read the General Conditions of Contract for Construction Works, 3rd Edition, 2015, as specified in Part 1 in order to understand the implications of this Data which is required to be completed.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works, 3rd Edition, 2015.</p>
10.0	CONTRACTING PARTY
10.1	<p>Contractor:</p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: Fax: E-mail:</p> <p>TAX/VAT Registration No:</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: Fax: E-mail:</p>
10.2	The working areas are Site and
11.2	<p>The Contractor's Key people are: CV's to be appended to Tender Schedule</p> <p>(1) Name:.....</p> <p>Job:</p> <p>Responsibility:</p> <p>.....</p> <p>Qualifications:</p> <p>Experience:</p>

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

	(2) Name:..... Job: Responsibility: Qualifications: Experience:
--	--

The Contract
 HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

Part C3: Pricing Data

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C3.1: Pricing Instructions

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C3.1: CONTRACT DATA: CONTRACT DATA: GCC for Construction Works, 3rd Edition, 2015

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE
Tender No:	HDA/WC/2023/044

1. GENERAL

The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no.38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.

2. ACTIVITY CONTRACT DATA/BILLS OF QUANTITIES

The **activity Contract data/Bills of Quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, and all other relevant documentation.

The Tenderer is required to check the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

No alterations, erasures, omissions, or additions is to be made in the text and conditions of these Bills of Quantities and should any such alterations, amendments, note or addition be made, the same will not be recognized, but reading of these Bills of Quantities as prepared by the Quantity Surveyor will be adhered to.

The contractor is warned that should he use any quantities appearing in these Bills of Quantities for the purpose of ordering material, he does so at his own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities.

All Tenderers are required to return the Final Summary and completed Bill of Quantities with the tender document.

3. VALUE ADDED TAX

Tenderers are to note that this tender is Zero VAT rated.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

4. PRICE TO INCLUDE

The price indicated on the Activity Contract data Summary is to include for the following:

a. TRADE PREAMBLES

The “Model Preambles for Trades: (2008 Edition)” is obtainable from the Association of South African Quantity Surveyors and are to be read in conjunction with the above and where any preamble is not covered by the above then the Model Preambles are to apply.

b. FIXED PRICE CONTRACT

The Bills of Quantities document is a fixed price contract and the Tenderers are to take note that contract price adjustments are not applicable to this contract i.e. no adjustment for escalation will be made.

c. PRICING

Although the Standard GCC Preliminary and General (PandG) items are attached for individual pricing, the Tenderer is to ensure that the cost of these “PandG” items is transferred onto the Final Summary. The breakdown of PandG items will only be used in the extension of the Construction Period.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the final summary. The final summary has to be returned with the tender document. Failure to do so will render the tender non-responsive.

Tenderers should submit rates only for items marked as “rates only”. These rates must not be extended to the tender amount. Should tenderers fail to adhere to this; the tender will be regarded as non-responsive and therefore will be excluded.

Tenderers should only extend the extendable items of the bill. Should tenderers fail to adhere to this, the tender will be regarded as non-responsive and therefore will be excluded.

The tenderers are to ensure that they have read and understood the project specification included in C4: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawing and shall allow for transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

5. PAYMENTS

Payment for the two Phases of the project will be limited to the following milestones:-

- Phase 1 – Final Approved Report on Specialist Studies.
- Phase 2 – Practical Completion of the Bulk Earthworks.
- Phase 2 – Completion where a fixed rate of 5% of value of work for Phase 2. This will only be paid after a three (3) month period.

Payment for the engineering infrastructure shall be informed by site measurements of progress on site and based on the priced bill of quantities.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C3.2: Bills of Quantities – Phase 1

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C3.2: Bills of Quantities – Phase 1 : Professional Scope Bill of Quantities

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE
Tender No:	HDA/WC/2023/044

Phase 1: Professional Scope Bill of Quantities

Item No	Activity Description	Unit	Quantity	Rate	Amount
Professional Services					
PS01	Topographical Survey	Sum	1		
PS02	Environmental Screening	P.Sum	1		
	Handling Cost and charges for Item PS02	%			
PS03	Geotechnical Investigation & Reporting	P.Sum	1		
	Handling Cost and charges for Item PS04	%			

Note: Required Expertise

The following skills and experience are required for this project:

Professional Team:

Key Competencies:

- Urban Designer/Town Planner with 10 or more years work experience – Registered with relevant professional body & proof of relevant qualification and professional registration.
- Geotechnical Specialist with 10 or more years work experience – Registered with relevant professional body & proof of relevant qualification and professional registration.
- Environmental Specialist with 10 or more years work experience – Registered with relevant professional body & proof of relevant qualification and professional registration.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C3.3: Bill of Quantities – Phase 2

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C3.3: Bills of Quantities – Phase 2 : Construction Scope Bill of Quantities

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE
Tender No:	HDA/WC/2023/044

Phase 2: Construction Scope Bill of Quantities

Item No	Activity Description	Unit	Quantity	Rate	Amount
A. Preliminary & General Items					
A01.	Preliminary & General Items (Fixed Charge)	Sum	1		
A02.	Preliminary & General Items (Time Related)	Month/s	3		
B. Planning					
B01.	Pegging & Providing suitability reporting	Sum	1		
C. Earthworks					
C01.	Land Preparation Operation inclusive of the following:				
C01a	Mass Earthworks for provision of required footprint – 30 cubes per household	HH	400		
C01b	Consolidation of levelled surface	HH	400		
C01c	Materials Importation Inclusive of Substrate Improvement using G5 or similar (25sqm @ 150mm thickness)	HH	400		
D. Dayworks					
D01	Provide the following dayworks rates:				
D01a	21t Excavator	Day	1		
D01b	30t Excavator	Day	1		
D01c	4 x 4 TLB	Day	1		
D01d	Skid Steer Loader	Day	1		

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

D01e	10 Cube Tipper	Day	1		
D01f	Water Tanker (Provide the Tank Capacity)	Day	1		
D01g	Single Cab LDV	Day	1		
D01h	Double Cab	Day	1		
D01i	Low Bed Truck	Day	1		
E. Security					
E01	Provision of security for the duration of the contract:				
E01a	Two (2) guards per 12-hour shift to control the entrance gates for 24-hour access control.	Month/s	4		
E01b	Two (2) guards per 12-hour shifts roaming the premises and monitoring the boundary fence.	Month/s	4		
E01c	Two (2) guard dogs per 12hour shift.	Month/s	4		
E01d	Guard room provided for the entire duration of the contract.	Month/s	4		

Note: Required Expertise

The following skills and experience are required for this project:

Construction Team:

- Project Manager
- Civil Engineer/s
- Earthworks Foreman
- Land Surveyors
- Health and Safety Practitioners

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

PART C4: SCOPE OF WORK

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C4.1: SCOPE OF WORK AND APPLICABLE STANDARD SPECIFICATION

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C4.1: Description of Works and Applicable Standard Specifications

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE
Tender No:	HDA/WC/2023/044

C4.1.1 The Housing Development Agency (HDA)

The Housing Development Agency (HDA) is a national public development agency which promotes sustainable communities by making well located and appropriately planned land available for the development of human settlements. As its primary activity, the HDA assembles state, private and communal land and releases it for development. In addition, HDA provides project delivery support services to organs of state at local, provincial, and national level. Visit www.thehda.co.za for more information.

C4.1.2 Introduction and Background

The Driftsands site (previously a Nature Reserve which was deproclaimed in November 2022) has been subject to systematic land invasions for many years. However, since July 2020 it has experienced a mass in-migration of people, vehicles and materials into the general area that resulted in more than 8000 informal structures being erected by September 2020.

Cape Nature proceeded with a legal process to address this unlawful occupation. This legal process resulted in a ruling of the Western Cape High Court (on 04 November 2020) that any operations pertaining to the dismantling and removal of structures were to be set aside in favour of an order to launch an application for eviction proceedings in terms of The Prevention of Illegal Eviction from Unlawful Occupation of Land, Act No. 19 of 1998 (PIE Act). CapeNature stated that due to the rate and scale of migration into the reserve, full implementation of the court order amounts to a mass eviction and that it did not have the resources to undertake such an action.

The critical aspect to address is that people residing on the dam wall infrastructure, needs to be relocated, in order for the dam wall rehabilitation - by the City of Cape Town (CoCT) - to commence.

An Inter-Governmental Working Group was established consisting of various relevant Provincial Sector Departments, including the Department of Environmental Affairs and Development Planning (DEA&DP) and the Department of Infrastructure (DOI), the CoCT and Cape Nature. This working group is being chaired by DEA&DP.

C4.1.3 Site Locality

The Driftsands site (ex-Nature Reserve) is located on the intersection of the R300 and the N2 in the CoCT. The site is situated in the suburb of Blue Downs and is bordered by Brentwood Park to the north, Delft-South to the west, Mfuleni to the east, whilst the N2 forms the southern border. The site falls within CoCT's Ward 114 and Sub-council 22. The Reserve is approximately 24km

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

from the CoCT Central Business District (CBD) and approximately 7km from the Cape Town International Airport.

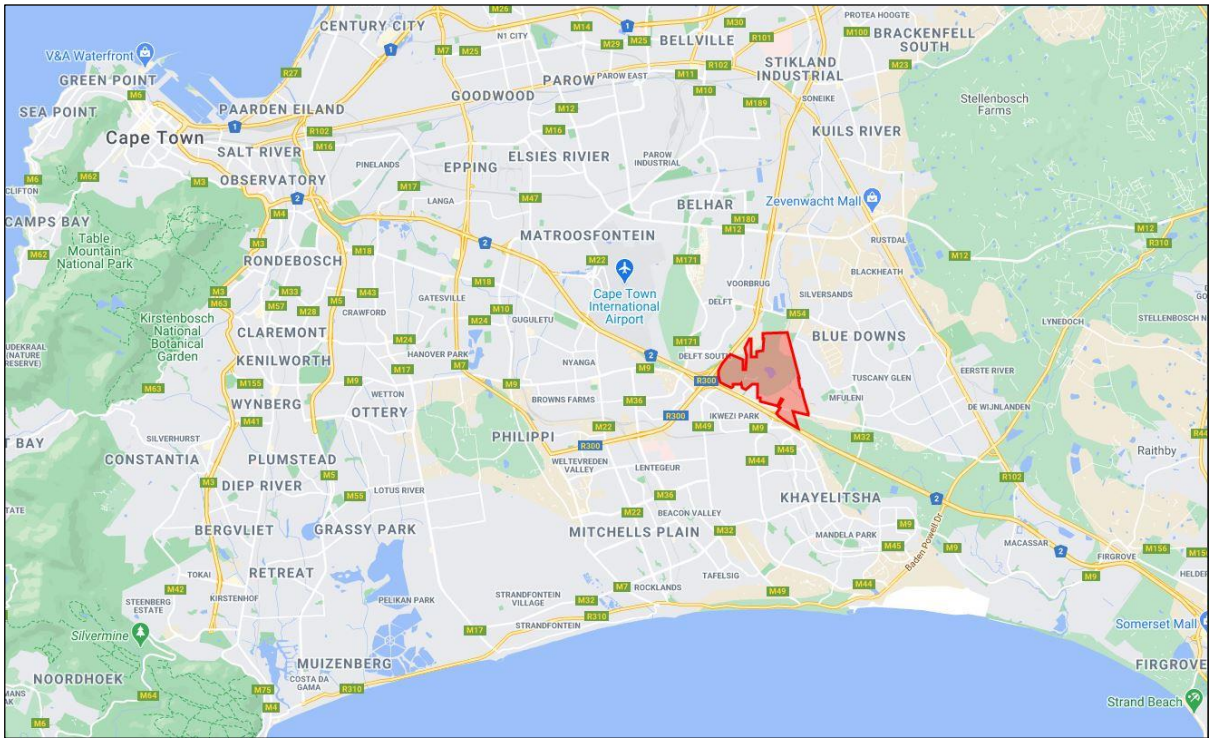


Figure 1: Regional Locality

C4.1.4 Property Details

C4.1.4.1 Property Description

- The study area comprises the full extent of the Remainder Portion 1 of the Farm Driftsands No. 544 which is 5060314.30 m² (506.03 ha) in extent.
- The property is owned by the Provincial Department of Transport & Public Works but was assigned to the Western Cape Nature Conservation Board (CapeNature) to manage in terms of the Act as per Provincial Notice 237/2016 published in the Western Cape Provincial Gazette 7628 dated 10 June 2016. The site was governed and managed via an approved protected area management plan.
- The CoCT manages the following utilities on the Reserve: Bulk Water Supply Pipeline; Solid Waste: Sewerage Pipeline; Catchment Stormwater & Management: Driftsands Dam.
- Eskom also manages an 11000-volt Power Transmission network on the Reserve.

C4.1.4.2 Current Zoning

- The property is zoned Agriculture (AG). The zoning provides for primary uses such as agricultural, intensive horticulture and environmental conservation. The zoning also provides for various consent uses, none of which allows for intensive residential development.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- The property was a proclaimed Nature Reserve managed by CapeNature and falls within the Protected Areas as demarcated through the Western Cape Biodiversity Spatial Plan (2017).
- With the continuous illegal invasion and occupation of the property, the Provincial Minister of Local Government, Environmental Affairs and Development Planning in the Western Cape, under section 6(1)(d) of the Nature Conservation Ordinance, 1974 (Ordinance 19 of 1974), abolished Driftsands Nature Reserve. The nature reserve status of Driftsands Nature Reserve was withdrawn by the Western Cape Provincial Legislature in terms of section 24(1)(b) of the National Environmental Management: Protected Areas Act, 2003 (Act 57 of 2003), on 28 July 2022.

C4.1.4.3 Site Conditions

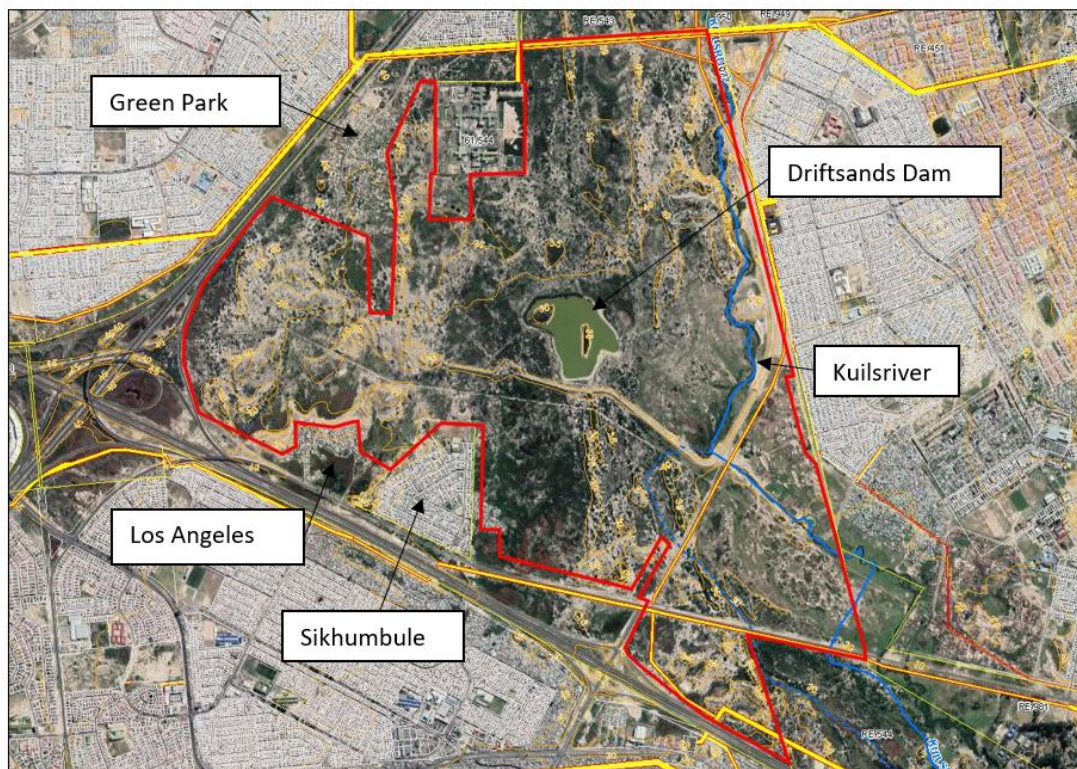


Figure 2: Site Context

- The site is predominantly covered by indigenous vegetation with a few gravel access roads located to the south of the study area running from east to west.
- The Kuilsriver is a major watercourse that traverses the study area from north to south along its western boundary.
- The Driftsands Dam, a City of Cape Town storm-water detention dam, can be found towards the centre of the study area.
- As discussed above, more than 8000 informal structures have been erected in the study area. Mostly concentrated in the riverbed of Kuilsriver.
- Access to the study area can be obtained from the north via Hindle Road onto Inez Avenue.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- Alternatively, illegal access can be obtained to the south from Old Faure Road (M49) as well as Mew Way (M44) to the east via N Hoboshe and Lerato Ponoane Streets in the neighbourhood of Mfuleni.
- The site appears to carry many drainage features, which may have a bearing on any development on site.
- The study area's soil is classified as "Soils with limited pedological development" and described as "greyish, sandy excessively drained soils" with a high erodibility and a clay percentage of 15% at a depth of between 450mm to 750mm.
- The site topography has been modified by illegal sand mining in places.

C4.1.4.4 Site A: Proposed Area where portion to be used for relocation

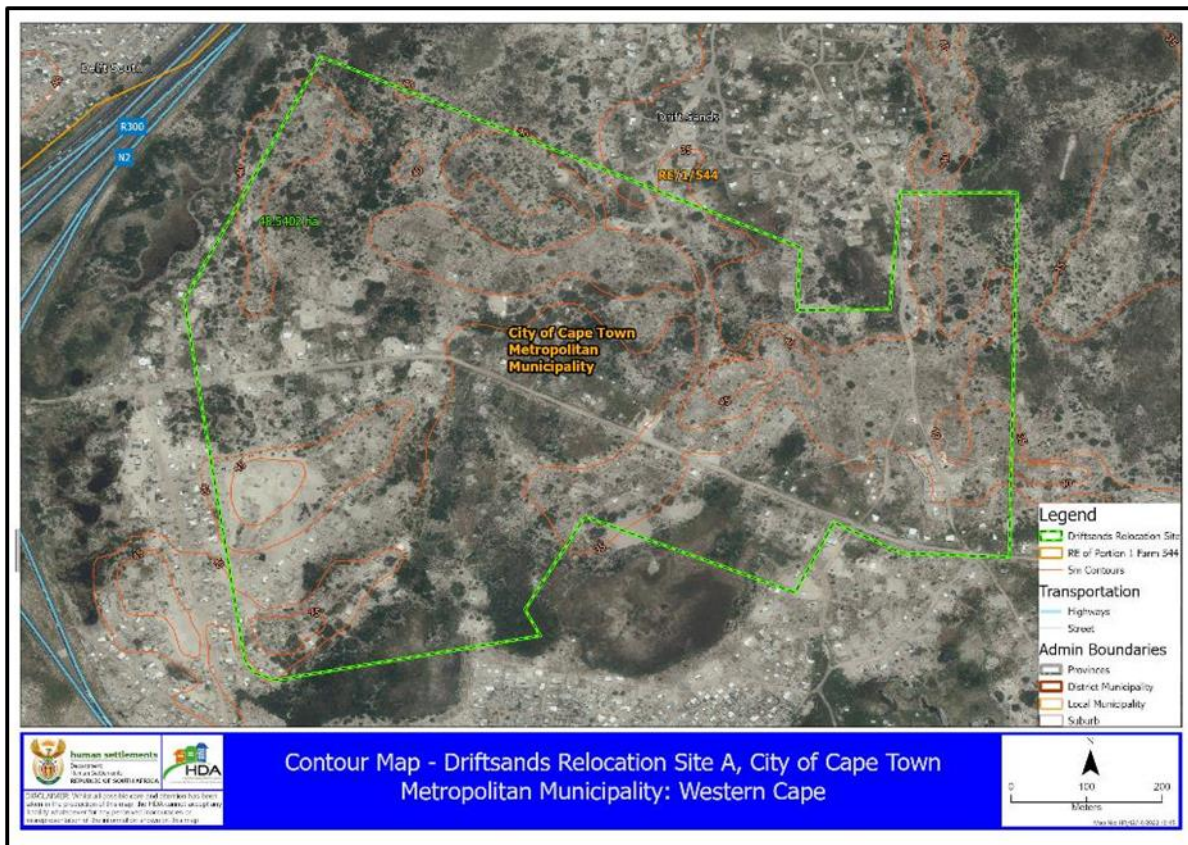


Figure 3: Site A

- Site A has been identified for the resettlement of the households that are located in the floodplain and on the Dam Wall infrastructure. The area measures approximately 47 ha.
- However, Site A is invaded in an unstructured and uncoordinated manner, which has resulted in informal structures being dispersed in various pockets of the land. Currently, there are approximately 400 structures occupying Site A
- The appointed contractor will be required to identify a suitable area (through specialist studies) within Site A, which will be prepared (bulk earthworks) for the relocation of the 400 households into one portion of the land in order to clear up the rest of the site of the illegal invasion in preparation for future development and relocations.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- The estimated area required for the relocation of 400 households is approximately 3 – 4 Ha (at 25m² plots per household.)

C4.1.5 Objectives of the Project

Over 8000 households have settled in the floodplain and on the Dam Wall infrastructure, an area vulnerable to flooding. Site A has been identified as a safer area for the relocation of the occupants in the floodplain and on the Dam Wall infrastructure. However, Site A is invaded in an unstructured and uncoordinated manner, which has resulted in informal structures being dispersed in various pockets of the land. There are approximately 400 structures occupying Site A. In order to make space for the relocation of the occupants settled in the floodplain and on the Dam Wall infrastructure, Site A has to be predominantly cleared, with the approximately 400 households being relocated into one portion of the land.

The purpose of the project is for the appointment of a suitable contractor (with a professional team) to;

- Identify the most suitable portion of Site A (approximately 3 – 4 Ha) which will be used for the relocation of 400 households (Phase 1).
- Undertake the necessary specialist studies and designs for the identified area (Phase 1).
- Undertake bulk earthworks in preparation of the construction of the relocation of structures (Phase 2).

The project seeks to address the following key milestones

Bulk Earthworks, Site Preparation and Relocation of approximate 400 households

- Appoint a service provider to provide a report for the viability of site identification for purposes of undertaking land preparation in order to allow for the surface area requirement for an approximate 400 household yield.
- Undertake a technical assessment (including Geotechnical Investigation, Topographic Survey, and Environmental Screening) of the identified area to establish developability.
- Undertake a Layout Plan, Bulk Infrastructure, and associated Bulk Earthworks Designs in line with the findings of the technical studies.
- Undertake the physical land preparation which will primarily involve leveling of the area identified as most suitable for the relocation of the existing 400 households currently on Site A.
- Provide suitable surfacing (G5/G6 material) for the site preparation for the relocation process to ensue.
- Pegging of the identified Site in line with the approved Layout Plan in preparation for the relocation of the 400 households.

C4.1.6 Scope of Works

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

The Housing Development Agency is looking for a suitably qualified and experienced Construction company with a CIDB Grade Level 5CE/PE as a minimum, wherein both professional and construction expertise will be provided under the same contract. The project will comprise of two (2) phases, Phase 1: Professional Scope and Phase 2: Construction Scope.

C4.1.6.1 Phase 1: Professional Scope (PRT – Professional Resource Team)

The following shall be undertaken and is integral to the Professional scope of works for a Professional Resources Team:

The awarded contractor will secure the services of the multidisciplinary team of professionals who possess relevant and applicable skills and related experience in the area of settlement planning and all its attendant disciplines to provide proposals for the initial work to be carried out.

Therefore, it is a minimum requirement that the procured team should be composed of the following expertise:

- Town Planning/Urban Design (with specific skills in 3D modeling)
- Environmentalist
- Geotechnical Engineering
- Land Surveyor

C4.1.6.1.1 Phase 1: Scope of Works

In addition to the broadly defined scope of work contained hereunder, the outputs of the proposed work should generally be delivered in the depth and extent outlined below.

<p>1.1. PROPERTY DESCRIPTIONS AND EXTENTS</p> <p>Reference is made to “C4.1.4 Property Details”</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Driftsands</td> <td style="padding: 5px;">Latitude</td> <td style="padding: 5px;">Longitude</td> </tr> <tr> <td></td> <td style="padding: 5px;">33°59'56.2"S</td> <td style="padding: 5px;">18°38'51.0"E</td> </tr> </table>	Driftsands	Latitude	Longitude		33°59'56.2"S	18°38'51.0"E
Driftsands	Latitude	Longitude				
	33°59'56.2"S	18°38'51.0"E				
<p>1.2. TOPOGRAPHICAL SURVEY (for the whole of Site A)</p> <ul style="list-style-type: none"> ▪ Topographical survey (Surveyed Cadastral boundaries and 0.5m Contours) ▪ Detail plan of all existing structures including electrical lines, telephone lines on site, rail lines, formal and informal roads and all related physical features of significance, Servitudes survey (stormwater, sewer and or any servitudes affecting the property) <p>Deliverables/Outputs:</p> <ul style="list-style-type: none"> ▪ Overall topographical and land detail plan on DXF/DWG format for purposes of township establishment 						
<p>1.3. BASIC ENVIRONMENTAL SCREENING (for the whole of Site A)</p>						

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- Potential environmental impacts and flaws on site
- Potential fatal flaws that may have impact on the developability of the site
- Potential significant environmental impact that can be avoidable
- Any potential impact which may be mitigatable
- Any environmental impact that exceeds defined limits of acceptable change and may lead to the project being rejected
- Conservation status of the forests within the development area.

Deliverables/Outputs:

Formal documentation which will be provided at the conclusion of the investigation will include a report detailing the investigation procedure, findings, interpretations and recommendations with accurate pointing of potential threats and impact on the future development that may ensue.

1.4. BASIC GEO-TECH (for the whole of Site A)

Scope of work:

- Map the basic geology and geomorphological features of the site;
- Formulate an opinion as to site characterization and land use of the site in terms of the site's soil classification/zonation, using the assessment of the morphology and subsurface profile.

Deliverables/Outputs:

Formal documentation which will be provided at the conclusion of the investigation will include a report detailing the investigation procedure, findings, interpretations and recommendations. Reports will be provided including all supporting data i.e. soil profiles, laboratory test results and any other relevant information. The report will include interpretation of the site conditions which will:

- Map the basic geology and geomorphological features of the site;
- Formulate an opinion as to site characterization and land use of the site in terms of the site's soil classification/zonation, using the assessment of the morphology and subsurface profile.

1.5. FLOODLINE DETERMINATION (for the whole of Site A)

Scope of Work:

- Appropriate hydrological methods to quantify the 1:50 and 1:100 year flood events.
- The consultant will be responsible for obtaining sufficient information to inform the hydraulic modeling required for the determination of floodlines by a Professional Engineer or suitable professional.

Deliverables/Outputs:

Formal documentation which will be provided at the conclusion of the investigation will include a report detailing findings, interpretations and recommendations:

- Calculating floor peaks for 1:50 and 1:100 year floodlines for the watercourse for the current and future scenarios.
- Determine flood lines for 1:50 and 1:100 year floodlines for the watercourse for the current and future scenarios.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

1.6. SERVICES ENGINEERING REPORTS (for the whole of Site A)

Scope of Works

Investigate the capacity of services engineering covering the following elements:

- Bulk Infrastructure Capacity in the area for:
 - Water infrastructure services
 - Sewer infrastructure services
 - Electrical infrastructure services
 - Storm-water conditions in the area
 - Investigate the external supply networks
 - Roads and accessibility to and from the property
 - Model current and future access demands

Deliverables/Outputs:

Formal documentation which will be provided at the conclusion of the investigation will include a report detailing the, findings, interpretations and recommendations for the future development of Site A.

1.7. LAYOUT PLAN AND BULK EARTHWORKS DESIGNS (for portion of Site A to be identified)

Scope of Works

Undertake Layout Design for the identified portion of Site A to accommodate the relocation of the 400 households, communal areas (shared standpipes and container toilets), and the associated bulk earthworks designs.

- Undertake Layout Plan, at an average stand size of 25m², for the relocation of 400 households. The layout is to incorporate communal area where shared standpipes (water) and container toilets (interim service) will be installed.
- Undertake a Bulk Infrastructure layout which will include the supply and installation of water and sewer infrastructure for the identified area.
- Undertake bulk earthworks designs, including agreeing on the overall approach methodology on the earth moving operation with the necessary graphic information provided by service provider i.e.: (Drawings, Layouts, Sectional Profiling etc.).

C4.1.6.1.2 Timeframes

Timeframes that the deliverables are due as follows;

The total estimated duration for the completion of work for Phase 1 within 4 – 6 weeks of appointment.

- The total estimated duration for the completion of work for Phase 1 is Eight (8) weeks.
- The total estimated duration for the completion of work for Phase 2 is Eight (8) weeks.
- The contract total period (both Phase 1 and Phase 2) is 20 Weeks / 5 months

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

(Four Months for Phase 1 and Phase 2 + 1-month contingency).

C4.1.6.2 Phase 2: Construction Scope (Bulk Earthworks Contractor)

The following shall be undertaken and is integral to the Construction scope of works for the appointed contractor:

The appointed contractor will, undertake the physical land preparation which will primarily involve levelling of the area identified as most suitable in line with the findings of the technical studies provided by the PRT during Phase 1:

- a. Establish a site office with the required resource base i.e.: Human Resources as well as Equipment/Plant.
- b. Undertake the site preparation operation for the construction duration inclusive of stockpiling and vegetation wastage carting. The disposal site shall be within a 15km radius to the site.
- c. Undertake the physical land preparation which will primarily involve levelling of the area identified as most suitable.
- d. Provide suitable surfacing (G5/G6 material) for the site preparation for the relocation process to ensue.
- e. Pegging of the identified Site in line with the approved Layout Plan in preparation for the relocation of 400 households.
- f. The provision of security (both day and night, 24hr security presence) for the duration of the project.
- g. Complying with health and safety regulations.

C4.1.6.2.1 Timeframes

Timeframes that the deliverables are due as follows;

The total estimated duration for the completion of work for Phase 2 within 8 – 10 weeks of appointment.

The contract total period (both Phase 1 and Phase 2) is 4 months.

The total estimated duration for the completion of work for Phase 1 is Eight (8) weeks.

The total estimated duration for the completion of work for Phase 2 is Eight (8) weeks.

The contract total period (both Phase 1 and Phase 2) is 20 Weeks / 5 months (Four Months for Phase 1 and Phase 2 + 1-month contingency).

C4.1.7 Programme to be supplied by the Contractor

The Contractor's program shall be essential in accordance with the overall requirements of the project.

If, during the progress of the work, the quantities of work performed fall behind those shown on the programme, or if the sequence of operations is altered or if the programme is deviated from in any other way, the Contractor shall, within 48 hours of having been notified by the Principal Agent/Engineer, submit a revised programme.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time of completion as defined in the Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Principal Agent/Engineer to take steps as provided in terms of the Contract.

The approval by the Principal Agent/Engineer of any programme shall have no contractual significance other than the Principal Agent/Engineer will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right to the Principal Agent/Engineer to instruct the Contractor to vary the programme if required by circumstances.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase.

C4.1.8 Site Facilities

a. Location of Site office and Depot

The establishment of all labour, plant and materials on site and all arrangements in this respect is the responsibility of the Contractor. The contractor shall inform the Principal Agent/Engineer in regard to the land to be used and arrangements made with the owner(s) of the property(ies).

The Contractor shall provide within his own on-site facilities, a suitably furnished office or other venue for meetings where required.

Before the erection of his camp, office, stores, plant and accommodation units or any facilities, the Contractor shall satisfy the Principal Agent/Engineer that he is familiar with and has taken due cognizance of any pertinent local by-laws, availability of services and statutory regulations. The Contractor's attention is specifically drawn to the regulations pertaining to the accommodation of labourers.

b. Source of Water Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. The successful contractor must take note that there might not be sufficient water sources available from any existing water supply within the adjacent areas. Therefore, the contractor is to cart water to site for mass storage at his own cost should the need arise.

Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipework,

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

storage tanks, transport and other items associated with the supply of water for the Works.

c. Source of Power Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection and consumption charges, and at his cost provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works.

d. Housing

The Contractor shall be permitted to house a security guard only within his camp site(s). At the commencement of the Contract, the Contractor shall inform the Principal Agent/Engineer of his intentions regarding the housing of such person on Site, and he shall thereafter ensure that all such accommodation is kept neat and tidy, hygienic and properly controlled at all times. Should at any stage of the Contract the Employer and/or the Principal Agent/Engineer be of the opinion that the housing of such person within the camp site(s) of the Contractor is causing disturbance or inconvenience to the landowner or to nearby residents, then the authority granted by this clause may be withdrawn, either partially or entirely.

The Contractor shall at all times conform to all requirements contained in law or bylaws, as well as any other requirements set by the controlling local authority.

e. Sanitation

The Contractor shall ensure that the local requirements and regulations in respect of sanitation and site toilets are complied with at all times.

C4.1.9 Site Facilities Required

The Contractor shall provide for the use of the Employer and the Principal Agent, maintain and service, as applicable, the following facilities:

- a) A site instruction book
- b) Protective clothing
- c) Safety equipment
- d) First aid kit
- e) Office for meeting for 10 people
- f) 1m long spirit level
- g) 10m steel measuring tape
- h) Dynamic cone penetrometers.
- i) Office for Engineer's representative – table, 2 chairs, lockable filing cabinet
- j) Access to photocopying and printing facilities for the ER on site
- k) A copy of the GCC Principal Agreement, 6.2 Ed, May 2018

C4.1.10 Features Requiring Special Attention

a) Control of Water

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

The Contractor shall at all times and in all respects be responsible for the handling of storm water from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works. No separate payment shall be made in this regard, as all items of work that are included in the Contract data of Quantities.

b) Survey and Setting Out

Detail setting out of the Works shall be the responsibility of the Contractor. No separate payment shall be made in respect of setting out, such work being deemed as included in the rates tendered for construction of the Works.

c) Sand and Dust Control

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement, which may arise due to his operations.

d) Existing Services

The Contractor shall exercise extreme care when working. Any repairs required to existing services damaged by the Contractor will be for his own account.

e) Manufacturer's Instructions

Unless otherwise instructed in writing by the Engineer, all proprietary materials are to be used, mixed, applied, fixed, etc., strictly in accordance with the manufacturer's recommendations.

f) Materials and Workmanship

The work is to be executed with materials of the best quality that comply with the relevant SANS Standards and in the most suitable manner under the inspection and to the entire satisfaction of the Principal Agent/Engineer. The terms "approved" and "directed" shall mean approved or directed by the Principal Agent/Engineer.

g) Patent Rights

The Contractor shall indemnify the Client from and against all claims and proceedings for or on account of infringement of any patent rights, designs, trademarks, names, materials used for or in connection with the works, and from and against all claims, demands, proceedings, damages, costs, charges and expense whatsoever in respect thereof or in relation thereto.

h) Testing and Quality Control

The Contractor shall engage the services of an approved independent laboratory or other institution as applicable for testing, to ensure that his work complies with the specifications.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

No separate payment will be made for such testing, the cost of which will be deemed to be included in the Contractors tendered rates for the items of work that require testing in accordance with the specifications.

i) Continuance of operation of existing Services

All existing services shall be maintained in operation, unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents.

j) Connection to existing services

Connections to the existing powerlines, water and sewerage system shall be undertaken with the consultation of the City of Cape Town Municipality.

k) Survey Beacons

The Contractor shall be responsible for all survey beacons on the site and shall locate and mark all existing cadastral pegs and benchmarks on a drawing and will be responsible for replacing any pegs affected by the construction. A drawing marked up to show missing pegs shall be replaced at the Contractor's expense if it has not been recorded as missing.

l) Access

The contractor will have to work in liaison with the beneficiaries for access to the construction sites. This will be facilitated by the HDA.

C4.1.11 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Principal Agent/Engineer for examination, the Contractor shall furnish the Principal Agent/Engineer with the results of relevant tests, measurements and levels,

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

thereby indicating compliance with the Specifications. The Principal Agent/Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

C4.1.12 Notices, Signs, Barricades and Advertisements

Notices, signs and barricades as well as advertisements may only be erected where approved by the Principal Agent/Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Principal Agent/Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

C4.1.13 Construction within Restricted Areas

Working space may be restricted on certain portions of the Works. The Contractor should note that all measurement and payment will be in accordance with the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices tendered for the Works will be deemed to include full compensation for difficulties encountered while working within restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

C4.1.14 Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the Daily Site Diary in addition, the Contractor shall deliver to the Principal Agent/Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

C4.1.15 Silencing of Plant

Plant used on the Works shall be efficiently silenced and comply with the Noise Control By-Laws as appeared in the Administrator's Notice No. 1784 of 29 November 1978. Noise operations will be permitted only between the hours of 7:00 am and 5:00 p.m. Any work outside normal hours will be permitted only on the written authority of the Principal Agent.

C4.1.16 Statutory Regulations

The statutory requirement of the Occupational Health and Safety Act, Act 85 of 1993 (referred to as the Act below), and all regulations promulgated there under as well as the other relevant acts must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

- (a) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Engineer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works; and
- (d) The Contractor shall be obliged to report forthwith to the Employer and the Engineer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
- (e) The Contractor shall sign the agreement bound into Section C1.2 of this document.

C4.1.17 Key Personnel

The Contractor shall furnish the Employer and the Principal Agent, upon request, with a list of home addresses and telephone numbers of key personnel in the Contractor's organization who may be contacted both during and outside normal working hours in connection with the works.

C4.1.18 Source of Material

The Contractor will be held responsible for locating sources of all materials complying with the relevant minimum requirements to be used in this contract. No separate payment shall be made for this, as all costs related thereto shall be deemed to be covered by the tendered rates.

C4.1.19 Changes to Scope of Works

It is a condition of this contract that the Employer reserves the right to limit the total expenditure on the works, due to possible budget constraints. Should the agreement sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

C4.1.20 Site Meetings

The Principal Agent/Engineer will conduct site meetings, prepare and circulate minutes, as determined by him at the beginning of the contract. The Contractor shall attend these meetings and shall ensure that when necessary, the required sub-contractor is represented. The approved minutes shall become part of the contract documents.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

The Contractor shall be required to conduct safety meetings at intervals agreed to between the Employer or his Safety Agent and the Contractor as specified in the Health and Safety Specification bound in C4.2 of this document.

C4.1.21 Site Visitors Book

A site Visitors book must be kept on site. All visitors visiting the site must report to the site office and sign in the Site Visitors book before entering the construction site. The Visitor must always be accompanied by the Agent and/or the Safety Officer. The Visitor must wear a hard hat, safety shoes and safety clothing when required.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C4.2: PARTICULAR SPECIFICATION CONSTRUCTION HEALTH AND SAFETY

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION

Contract number is *HDA/WC/2023/044*

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

Client
Housing Development Agency
PO Box 3209
Houghton
2041

Client Contact:
Mxolisi Zondo
Tel : 011 544 1000

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE

TABLE OF CONTENTS

1. INTRODUCTION & BACKGROUND
2. SCOPE
3. LEGAL REQUIREMENTS
4. ADMINISTRATIVE REQUIREMENTS
 - 4.1. Notification of Construction Work
 - 4.2. Appointment of Competent Responsible Persons
 - 4.2.1. Construction Work Supervisor
 - 4.2.2. Sub-ordinate Construction Work Supervisor
 - 4.2.3. Health & Safety Officer
 - 4.2.4. Health & Safety Representative / Member of the Health & Safety Committee
 - 4.2.5. First Aider
 - 4.2.6. Stacking and Storage Supervisor
 - 4.2.7. Excavation Supervisor
 - 4.2.8. Risk Assessor
 - 4.2.9. Scaffold Erector and Supervisor
 - 4.2.10. Lifting Machine Supervisor
 - 4.2.11. Traffic Safety Officer
 - 4.2.12. Other appointments
 - 4.3. OCCUPATIONAL HEALTH & SAFETY POLICY
 - 4.4. HAZARD IDENTIFICATION & RISK ASSESSMENT (HIRA)
5. OCCUPATIONAL HEALTH & SAFETY FILE
6. LEGAL INSPECTION REGISTERS
7. TRAINING, AWARENESS AND COMPETENCY
 - 7.1. Induction
 - 7.2. Awareness
 - 7.3. Competency

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

8. AUDITS, REPORTING & CORRECTIVE ACTION PLAN

8.1. Monthly Audits

8.2. Other Audits

8.3. Inspection by Health & Safety Representatives

9. INCIDENT REPORTING, RECORDING & INVESTIGATIONS

10. EMERGENCY PREPAREDNESS, CONTINGENCY PLANNING AND RESPONSE

11. SECURITY

12. FIRE PREVENTIVE & PROTECTION

13. TOILETS

14. PERSONAL PROTECTIVE EQUIPMENT

15. PUBLIC HEALTH & SAFETY

16. FALL PROTECTION

17. STRUCTURES

18. FORMWORK AND SUPPORT WORK

19. EXCAVATIONS

20. DEMOLITION WORK

21. ACCESS SCAFFOLD

22. BATCH PLANT

23. EXPLOSIVE POWER TOOLS

24. CRANES & LIFTING EQUIPMENT & TACKLE

25. CONSTRUCTION VEHICLES & MOBILE PLANT

26. ELECTRICAL INSTALLATIONS

27. ELECTRICAL & MECHANICAL LOCK-OUT

28. USE OF FLAMMABLES

29. WORKING ON OR NEAR WATER

30. HOUSEKEEPING/ STACKING & STORAGE

31. PORTABLE ELECTRICAL TOOLS & EQUIPMENT

32. HAZARDOUS CHEMICAL SUBSTANCES (HCS)

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

PART A
GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

1. INTRODUCTION & BACKGROUND

- The construction industry is known as having very poor health & safety record. The industry is also regarded as complex and potentially dangerous and this has resulted in a lot of incidents and injuries.
- The purpose of the Occupational Health & Safety Specification is to set out guidelines and minimum levels of awareness and guidance for health & safety requirements in all contracts. In terms of the Construction Regulation 5(1) (c) of the Occupational Health and Safety Act, No. 85 of 1993, **Housing Development Agency**, as the Client, is required to compile an Occupational Health & Safety Specification for any intended construction project and provide such specification to any prospective tenderer.
- This Occupational Health and Safety Specification (OHSS)'s objective is to ensure that the Principal Contractor / Contractor entering into a Contract with the **Housing Development Agency**. Achieve an acceptable level of occupational health and safety performance. This document forms an integral part of the Contract.

Compliance with this occupational health and safety specification does not absolve the Principal Contractor / Contractor from complying with the minimum legal requirements and the Principal Contractor / Contractor remains responsible for the health & safety of his / her employees and those of his / her Mandataries.

Housing Development Agency. Is committed to ensuring the highest health & safety standards for all those exposed.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

2. SCOPE

- This Occupational Health and Safety Specification shall be applicable to this project commissioned by **Housing Development Agency**. Involving “Construction Work” as defined in the Occupational Health and Safety Act 85 of 1993 (As Amended) and applicable regulations.
- The occupational health and safety specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with construction work that may lead to incidents causing injury and / or ill health, to a level as low as reasonably practicable.

3. ADMINISTRATIVE REQUIREMENTS

3.1 NOTIFICATION OF CONSTRUCTION WORK

The Principal Contractor shall, where the Contract meets the requirements laid down in Construction Regulation 4, must at least 7 days before that work is to be carried out, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. The notification of construction work must be signed by the Client and Principal Contractor prior to submission to the Department of Labour.

A copy shall be kept on file.

4. MANDATORY APPOINTMENT OF COMPETENT RESPONSIBLE PERSONS

4.1 Construction Manager (Construction regulation 8 (1))

The Principal Contractor / Contractor must in writing appoint one full time competent person as the construction manager with the duty of managing all the construction work on this single site.

The minimum requirement for the Construction Manager is 5 year's relevant experience with completed similar projects, with a minimum value of R20 million and a minimum of 3 projects or a minimum of NQF 2 or 4 Certification with CETA accreditation.

4.2 Construction Work Supervisor (Construction regulation 8 (7))

The contracts manager must in writing appoint construction work supervisor with a minimum of 5 years' experience and has completed similar projects responsible. The Construction Work Supervisor will be

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

4.3 Construction Health & Safety Officer

The Principal Contractor / Contractor must appoint a suitably competent health & safety officer to co-ordinate his or her organisation health & safety efforts on site. The CV for the proposed Health & Safety Officer must be submitted for **Housing Development Agency** to approve this appointment.

The appointed health & safety officer will be full time for this site and project due to the nature of hazards and risks as the roads will be operational during repairs and renovations.

The minimum qualification for the health and safety officer must be matric, SAMTRAC qualification with at least five years and more experience on construction sites. The OHS Plan and OHS Officer's CV with courses are to be attached to the Returnable Schedule

The construction health and safety officer that the contractor intends to appoint shall provide proof that they are registered with the South African Council for the Construction Management Profession (SACPCMP)

A detailed CV, qualifications and proof of registration must be submitted during tender stage.

4.4 Health & Safety Representative / Member of the Health & Safety Committee

The Principal Contractor / Contractor shall ensure that health & safety representative(s) are elected and trained on how to carry out his / her / their functions. The election of health & safety representatives must be in writing.

Regular inspections are to be carried out by health & safety representatives, records must be kept on site in the health & safety file. Deviations must be rectified by the responsible person immediately.

In cases where there are more than two health & safety representatives elected, a Health & safety committee must be established. Meetings must be held at least monthly to discuss relevant health & safety topics.

4.5 First Aider / First Aid Attendant

The Principal Contractor / Contractor must appoint at least a level 2 First Aider if there are more than 10 persons on site and for every 10 – 50 workers on site there must be one first aider.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

The appointed first aider must be qualified and have a valid certificate.

The Principal Contractor / Contractor together with the appointed First Aiders must ensure that the first aid boxes(s) are fully stocked.

4.6 Stacking & Storage Supervisor

The Principal Contractor / Contractor must ensure that a competent stacking and storage supervisor is appointed in writing.

The appointed person must ensure that the stacking and storage of site material and equipment is maintained in a good and proper manner.

4.7 Excavation Supervisor

The Principal Contractor / Contractor must ensure that a competent excavating supervisor is appointed in writing and carry out his / her duties, including but not limited to inspections, make workers aware of safe working procedures and ensure that appropriate and efficient measures are put in place to preventative occurrence of accidents.

4.8 Risk Assessor

The Principal Contractor / Contractor is required to appoint a competent risk assessor and must understand the process of identifying hazards and assessing them.

This appointed person can be an already designated health & safety officer because the task of assessing risks is an ongoing process and therefore risk review process must be done regularly.

This will also mean that that person will be responsible to put together a risk profile, rate the risks, and ensure that there are appropriate corrective action plans.

Further to that there must be a direct link to the personal protective equipment / clothing and training to be conducted throughout the contract.

4.9 Scaffolding Erector & Supervisor

The Principal Contractor / Contractor must appoint a competent scaffold erector and inspector. This appointment must be in writing and copy of such appointment must be kept on site in a health & safety file.

The appointed person must carry out inspections as stipulated in the OH & S Act and records of these inspections must be kept.

4.10 Lifting Machine Supervisor

The Principal Contractor / Contractor must appoint a competent lifting machine and tackle inspector / supervisor. The appointment must be in writing and copy of the appointment letter must be kept on file.

Records of these inspections must be kept on site.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

4.11 Traffic Safety Officer

The PC is to appoint a competent TSO. The TSO shall be responsible to the H&S Officer. The CV of the TSO is to be submitted to the engineer and H&S Agent for approval. Furthermore, no workers will be allowed to be transported in open vehicles, or with plant and materials. Vehicles which are used for the transportation of employees must be designed for this purpose as per Construction Regulations and the National Road Traffic Regulations. Guidance for this can be found on the vehicles license disc.

Speed controls must be clearly stipulated and managed. Speed limits must be strictly adhered to by all construction traffic. Unreasonable limits may be revised by the engineer and/or H&S Agent. Additional care must be taken where workers and construction traffic interface. This should be in the form of flagmen to direct trucks and adequate signage as directed by the engineer.

A system of recording daily traffic accommodation is to be provided. Photographs are to be taken following the placement of the accommodation to provide compliance. All daily records are to be signed by the Resident Engineer.

Monitoring and reporting of road users who do not obey traffic management systems must be reported.

4.12 Other Appointments are stated below but not limited to:

- Bulk Mixing Plant Supervisor
- Construction Vehicle / Mobile Plant Supervisor
- Drivers / Operators of Construction vehicles and plant
- Electrical Installation & Appliances Inspector
- Emergency / Security/ Fire Co-ordinator
- Fall Protection Supervisor
- Fire Equipment Supervisor
- Formwork / Support – work Supervisor

Every Principal Contractor / Contractor when appointing Contractors (Sub- contractors) in terms of Construction Regulations 2014 7(1) (C), 7(3), (4) shall do so in terms of section 37(2) of the Occupational Health and Safety Act 85 of 1993 (As amended).

The appointments shall be in writing on Principal Contractor's / Contractor's letter head and the responsibilities clearly stated together with the period for which the appointment / designation is valid for. This information shall be communicated and agreed with the appointees.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

Copies of appointments / designations shall be submitted to the **Housing Development Agency**. Together with concise CVs of the appointees. **Housing Development Agency** reserves the right to approve / disapprove an appointee and any changes in appointed / designated personnel shall be brought to the attention of **Housing Development Agency**. Before the appointee assumes responsibility.

The Principal Contractor/ Contractor shall, provide **Housing Development agency** with an project specific health and safety organogram of all appointed / designated personnel and contractors and keep an up to date copy on site at all times.

5. OCCUPATIONAL HEALTH & SAFETY POLICY

The Principal Contractor / Contractor shall have a health & safety policy authorised by the organization's top management or Chief Executive Officer that clearly states overall health & safety objectives and commitment to improving health & safety performance. The policy must be dated and signed.

6. HAZARD IDENTIFICATION & RISK ASSESSMENT (HIRA)

Certain construction activities, equipment, substances etc. represent a significantly higher safety risk than others. The risk assessment is required to define systems and safe working procedures that will be used in order to complete the activity safely. The contractor is required to:

- a. Identify hazards and risks to health and safety which persons may be exposed;
- b. Analyze and evaluate the identified hazards and risks;
- c. Document a plan which will highlight safe working procedures to mitigate, reduce or control the identified risks;
- d. Monitor and review plan of the hazards and risks; and
- e. The relevant personal protective equipment and clothing.

The base line risk assessment is to highlight hazards emanating from project risks identified. This list of risks is therefore not the replacement of the contractor's risk assessment but rather to point the contractor towards some risks he might not be aware of during tendering stage and while conducting his formal risk assessment.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

Activity	Hazard	Risk	Minimum Control Measures
Site establishment	Incorrect equipment	Physical injuries due to use of incorrect equipment	<ul style="list-style-type: none"> Employees are to be issued with correct forms of PPE. All electrical connections are to be done safely and a COC is to be made available where required.
Fixing steel reinforcing for foundations	Material not placed and stacked properly Sharp edges of steel Incorrect working environment	Cuts and Bruises Ergonomic risk due to incorrect posture when steel fixing	<ul style="list-style-type: none"> PPE must include safety boots, goggles and gloves Equipment is to be regularly inspected. Manual handling
Working in close proximity to the public	Public injury	Liability to contractor	<ul style="list-style-type: none"> Barriers and signage are to be in place and maintained at all times. Employees are to warn away any members of the public from the work area. Any visitors to site are to be formally inducted and proof of this is to be made available in
Noise emitted in excess of 85 decibels-from plant and machinery	Injuries due to lack of hearing Noise induced hearing loss (NIHL) to employees and the public	Hearing loss	<ul style="list-style-type: none"> Where noise levels exceed 85 decibels, noise zone signage is to be erected and all employees are to be issued with suitable hearing protection.
Scaffolding; including trestle scaffolding	Personnel falling Equipment falling Structure collapse	Physical injury even death	<ul style="list-style-type: none"> Ensure scaffolding is designed in accordance with SANS 10085 Regular inspection of scaffolding is to be carried out and recorded All fall arrest equipment is to be inspected regularly. Regular training on working at heights is to be conducted.
Handling of material	Removing articles from delivery truck Build-up of waste material on site Incorrect storage of material	Ergonomic risk Physical injuries due to stacks falling	<ul style="list-style-type: none"> Employees are to be issued with correct forms of PPE. Housekeeping is to be maintained at all times, waste is to be removed from site

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

Excavations	Open , unprotected excavations Damage to underground services	Public injury Excavations caving in	<ul style="list-style-type: none"> All excavations are to be fully barricaded at all times. Excavation signage is to be available at all times. Excavations are to be inspected daily.
Concrete mixing and placing	Pouring concrete, hand mixing, cement dust	Physical injury, respiratory problems	<ul style="list-style-type: none"> Employees are to be trained in safe working procedure and be issued with correct forms of PPE
Storage of material and equipment	Cluttered and congested work areas due to poor/bad housekeeping	Physical injury – tripping and falling	<ul style="list-style-type: none"> Stacking and storage is to be maintained at all times. Regular inspection of all stacking is to be conducted and record of this is to be made available in the H&S File.
Delivery of material Movement of construction plant and vehicles	Inadequate traffic control Sub-standard machinery Not yet competent operators Poor maintenance of machinery	Injury to person Loss of production Damage to property	<ul style="list-style-type: none"> The contractor is to ensure that adequate traffic accommodation is provided when materials are delivered to site. All construction vehicles are to be fitted with rotating amber lights and audible reverse alarms.
Working at heights	Inadequate fall arrest equipment	Physical Injury , death	<ul style="list-style-type: none"> All access equipment is to be properly constructed. Only trained employees are to work at height and assemble and dismantle scaffolding. All ladders are to be secured at their footing and to the structure to which they are providing access.
Dust	Due to renovations – breaking down/demolishing existing walls and other structures	Respiratory Conditions	<ul style="list-style-type: none"> The contractor is to ensure that dust levels are controlled at all times. The contractor will be issued correct forms of PPE.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

7. THE OCCUPATIONAL HEALTH AND SAFETY FILE

As required by Construction Regulation 7(1), the Principal Contractor / Contractor shall keep and maintain a Site Health and Safety File where all relevant health & safety records will be kept including information required for the health & safety plan. Other relevant information includes but not limited to:

- Copy of the OH & S Act and regulations;
- Letter of good standing with Workmen Compensation;
- Training certificates and attendance register for courses conducted and tool box talks;
- Inspection records;
- Mandatory agreements with sub-contractors as per Section 37(2) – OH & S Act and Section 7 of the Construction Regulations;
- Risk assessments; etc.

8. LEGAL INSPECTION REGISTERS

The Principal Contractor / Contractor shall conduct all relevant inspections using legal compliance registers or a checklist. All registers shall be kept in the site file and ***Housing Development Agency, or its H&S Agent*** reserves the right to inspect all legal compliance registers which are but not limited to:

- Annexure 1 (Accident & Incident reporting, recording and investigation Register);
- Construction vehicles & Mobile plant;
- Excavation Register;
- Explosive Powered Tools Register;
- Occupational Health & Safety Representative Inspection Register and minutes; and
- Scaffold Inspection Register;

9. TRAINING, AWARENESS AND COMPETENCY

9.1. Health & Safety Training

The Principal Contractor / Contractor must ensure that all his / her staff is adequately trained to perform the tasks allocated to them and that there is the requisite amount of supervision at all times to maintain safe work practices and standards, particularly where semi-skilled and unskilled personnel are involved. The contractor shall conduct a training needs analysis to ascertain what health and safety training and re-training is required. No employees shall be allowed on site unless there is proof of induction training and identification at all times.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

9.2 Induction

The contractor shall conduct a generic health & safety induction for all employees.
A copy of the attendance register is to be kept on site in the health & safety file.
An on-job induction training must also be conducted e.g. in the form of a tool-box talk.

9.3 Awareness

The Principal Contractor / Contractor shall conduct on-site periodic toolbox talks, preferably weekly or before commencing a hazardous work (activity).

The talks shall cover the relevant activity and an attendance register and the contents of the topics discussed must be kept on site in the health & safety file.

9.4 Competency

The Principal Contractor / Contractor shall send relevant persons to appropriate courses. The type of training to be conducted will be determined after conducting a Hazard Identification and Risk Assessment (HIRA). Copies of training certificates must be kept on site in the health & safety file.

The training to be conducted is, but not limited to:

Health & Safety Representative Course;

First Aid, scaffolding, incident investigation; and

Hazard Identification & Risk Assessment Course.

10. AUDITS, REPORTING AND CORRECTIVE ACTION

10.1. Monthly Audits– Construction Regulations 7(a)

Occupational Health and Safety Audits will be conducted monthly by the appointed Construction Health and Safety officer to check if the Principal Contractor / Contractor complies with health and safety requirements and to ensure that the Principal Contractor / Contractor is implementing and is maintaining the agreed and approved OH & S Plan.

10.2. Other Audits

Housing Development Agency reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

10.3. Inspections by Health & Safety Representatives and other appointees

Occupational Health and Safety Representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

11. INCIDENT REPORTING, RECORDING & INVESTIGATION

11.1. Reporting of Incidents and Accidents (Section 24 and General Administrative Regulations 8 of the OH & S Act)

The Principal Contractor shall report all reportable (in terms of the Act and Regulations) and shall provide **Housing Development Agency** with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor shall provide **Housing Development Agency** with copies of all internal and external accident / incident investigation reports including the reports contemplated above and below within 7 days of the incident occurring.

The Principal Contractor / Contractor shall investigate of all accidents / incidents where employees and non-employees (Visitors or the public) were injured to the extent that he / she / they had to be referred for medical treatment by a doctor, hospital or clinic and results recorded on file.

The Principal Contractor / Contractor shall investigate all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keep a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor / Contractor shall investigate all road traffic accidents and keep a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The *Housing Development Agency* reserves the right to hold its own investigation into any Incident or call for an independent external investigation.

12. EMERGENCY PREPAREDNESS, CONTINGENCY PLANNING AND RESPONSE

The Principal Contractor / Contractor shall appoint a competent person to act as Emergency Controller / Coordinator; this person can be the already designated health & safety officer.

The Principal Contractor / Contractor shall develop a list of possible emergencies as determined by the Risk Assessment.

Detailed contingency plans / emergency procedures, taking into account any emergency plan that **Housing Development Agency** may have in place.

The Principal Contractor / Contractor shall hold regular practice drills of contingency plans and emergency procedures to test them and familiarize employees with them.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

13. SECURITY

The Principal Contractor / Contractor shall establish site access rules, implement and maintain these throughout the construction period.

Access control procedure shall ensure that non-employees do not proceed on to work areas unaccompanied by a senior site responsible person or other.

14. FIRE PREVENTION AND PROTECTION

The Principal Contractor / Contractor shall at all times ensure that: The risk of fire is avoided;

Maintenance shall include:

Regular inspection of firefighting equipment by a competent person appointed in writing and keeping a register;

Annual inspection and service of firefighting equipment by an accredited service provider.

Employees must be instructed in the use of the Fire Fighting Equipment and know how to attempt to extinguish a fire. In cases where the risk of fire is high, a sufficient number of employees must be appointed and trained to act as Emergency Team to deal with fires and other emergencies.

Employees are informed re: emergency evacuation procedures and escape routes.

15. TOILETS

The provision of toilets is required in terms of the National Building Regulations and Construction Regulation 30.

Toilets shall be provided at a ratio of 1 toilet per 30 workers and must be maintained in a hygienic manner.

16. PERSONAL PROTECTIVE EQUIPMENT & CLOTHING – PPE & C (SECTIONS 8/15/23 OF THE OH & S ACT)

The Principal Contractor / Contractor shall conduct a Personal Protective Equipment & Clothing analysis based in the conducted Risk Assessment.

Personal Protective Equipment & Clothing (PPE & C) should, however, be the last resort after trying to mitigate / eliminate the hazard or risk or at least reduce it to an acceptable level.

Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor / Contractor shall inform employees regarding the issue, suitable equipment / clothing to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

It is a further requirement that the Principal Contractor / Contractor maintain the provided equipment / clothing, that he / she instructs and trains the employees in the use of the equipment / clothing and ensures that the prescribed equipment / clothing is used by the employee(s).

Employees cannot refuse to use or wear the equipment / clothing prescribed by the Principle Contractor / Contractor and, if it is impossible for an employee to use or wear prescribed protective equipment / clothing through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him / her but may charge for equipment under the following conditions:

Where the employee requests additional issue in excess of what is prescribed;

Where the employee has deliberately abused or neglected the equipment leading to early failure; and

Where the employee has lost the equipment.

17. PUBLIC HEALTH & SAFETY (SECTION 9 OF THE OHS ACT)

The Principal Contractor / Contractor shall be responsible for ensuring that non-employees / public / visitors affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize these dangers. This includes:

- Employees of the magistrate's court
- Non- employees entering the site for whatever reason;
- The surrounding community; and
- Passers by.

Appropriate signage shall be posted to this effect and all employees on site shall be instructed on ensuring that all public and others are protected at all times.

All non-employees entering the site shall receive induction into the hazards and risks and the control measures for these.

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

PART B – SITE SPECIFIC REQUIREMENTS

18. FALL PROTECTION (CONSTRUCTION REGULATION 10)

- A pre-emptive Risk Assessment shall be required for any work carried above 1.5metres from the ground or any floor level and will be classified as “Work in Elevated Positions”.
- As far as is practicable, any person working in an elevated position shall work from a platform, ladder or other device that is at least as safe as if he / she is working at ground level and whilst working in this position be wearing a safety harness to prevent the person falling from the platform, ladder or other device utilized.
- A detailed rescue plan shall be in place and implemented
- Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in the relevant Code of Practice (SANS 10085: Design, Erection, Use and Inspection of Access Scaffolding).
- Where the above-mentioned requirements are not practicable, a suitable catch net shall be erected. Workers working in elevated positions shall be trained to do this safely and without risk to safety and health. Where work on roofs is carried out, the Risk Assessment shall take into account the possibility of persons falling through fragile material, skylights and openings in the roof.

19. STRUCTURES (CONSTRUCTION REGULATION 11)

The Principal Contractor / Contractor shall ensure that:

- Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it;
- No structure is overloaded to the extent where it becomes unsafe; and
- He / she has received from the designer the following information:
 - Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work;
 - A geo-scientific report (where applicable);
 - The load the structure is designed to bear;
 - The methods and sequence of the construction process; and
 - All drawings pertaining to the design are on site and available for inspection.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

20. FORMWORK AND SUPPORT WORK (CONSTRUCTION REGULATION 12)

- The Principal Contractor / Contractor shall provide a method statement that will outline how safety will be maintained on site including:
 - Appointment letter of a competent person that is going to carry out inspections;
 - Records of inspections carried out at intervals;
 - Proof that the erected structure is within the prescribed structural design drawings for and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the formwork and support- work.

21. EXCAVATIONS (CONSTRUCTION REGULATION 13)

- Where excavations will exceed 1, 0 m in depth the Principal Contractor / Contractor shall submit a Method Statement to **Housing Development Agency** for approval before commencing with the excavation and **Housing Development Agency** will issue a permit to proceed once the Risk Assessment and Method Statement are approved.
- Excavation work shall be carried out under the supervision of a competent person who has been appointed in writing.
- Before excavation work begins the stability of the ground shall be evaluated.
- Whilst excavation work is being performed, the contractor shall take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
 - the excavation is in stable material or where;
 - The sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane.
- The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing shall be designed and constructed to safely support the sides of the excavation.
- Where uncertainty exists regarding the stability of the soil the opinion of a competent
- Professional engineer or professional technologist shall be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator.
- No load or material may be placed near the edge of an excavation if it is likely to

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

cause a Collapse of the trench unless suitable shoring has been installed to be able to carry the Additional load.

- Any neighbouring building, structure or road that may be affected or endangered by the excavation shall be protected from damage or collapse.
- Every excavation shall be provided with means of access that must be within 6 meters of any worker within the excavation.
- The location and nature of any existing services such as water, electricity, gas etc. shall be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation.
- Every excavation including the shoring and bracing or any other method to prevent collapse shall be inspected by the appointed competent person as follows:
 - Daily before work commences;
 - After every blasting operation;
 - After an unexpected collapse of the excavation;
 - After substantial damage to any supports;
 - After rain.
- The results of any inspections shall be recorded in a register and kept on site.
- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, shall be adequately barricaded or fenced to at least one meters high and as close to the excavation as practicable and provided with warning lights or visible boundary indicators after dark or when visibility is poor.
- Upon entering an excavation, the requirements of General Safety Regulation 5 shall be observed:
 - any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture or;
 - the confined space has been purged and ventilated of any hazardous or flammable gas, vapor, dust or fumes and;
 - the safe atmosphere must be maintained or;
 - employees have to be using breathing apparatus and wearing a safety harness with a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
- An additional person trained in resuscitation shall be in full-time attendance immediately

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

outside the confined space and additional breathing and rescue apparatus shall be kept immediately outside the confined space for rescue purposes.

- All pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage.
- The employer shall ensure that all employees have left the confined space after the completion of work where flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapor.

122. DEMOLITION WORK (CONSTRUCTION REGULATION 14)

- Demolition work to be carried out under the supervision of a competent person who has been appointed in writing.
- A detailed structural engineering survey of the structure to be demolished shall be carried out and a method statement on the procedure to be followed in demolishing the structure to be developed by a competent person, before any demolition may be commenced.
- As demolishing progresses the structural integrity of the structure to be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature collapse.
- The location and nature of any existing services such as water, electricity, gas, etc. shall be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for workers.
- If there are traces of Asbestos, a detailed Plan of Work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA) (approved by the Department of Labour) 30 days prior to commencement of demolishing work unless the Plan was drawn up by an AAIA and a signed (by all parties) copy must be submitted to the Department of Labour 14 days before commencement of the demolishing.

23. ACCESS SCAFFOLDING (CONSTRUCTION REGULATION 16)

- Access Scaffolding shall be erected, used and maintained safely in accordance with Construction Regulation 14 and South African Bureau of Standards Code of Practice, SANS 1085 entitled, "The Design, Erection, and Use & Inspection of Access Scaffolding.
- A Detailed consideration shall be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It shall also be ensured that there is sufficient material available to erect the scaffolding properly.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person.

24. **SUSPENDED PLATFORMS (CONSTRUCTION REGULATION 17)**

The Principal Contractor / Contractor shall design, erect, use and maintain suspended platforms in accordance with the requirements of Construction Regulation 17.

25. **BULK MIXING PLANT (CONSTRUCTION REGULATION 20)**

The Principal Contractor / Contractor shall erect, operate and maintain a Batch Plant in accordance with the requirements of Construction Regulation 18.

26. **EXPLOSIVE ACTUATED FASTENING DEVICE (CONSTRUCTION REGULATION 21)**

- The Principal Contractor / Contractor shall ensure that the usage of EPT is within the prescribed safety standards.
- A detailed method statement must be submitted to be approved by the **Housing Development Agency** and shall include but not limited to;
 - Inspections by a competent persons;
 - Servicing of tools;
 - Posting of relevant signage in areas where the tools are used;
 - Provision of personal protective clothing to person using the tools; and
 - Ensuring that the tools are only used by competent persons.

27. **CRANES & LIFTING EQUIPMENT & TACKLE (CONSTRUCTION REGULATION 22)**

- The Principal Contractor / Contractor shall ensure that the above-mentioned equipment are safe for use before they are brought to site;
- Inspections by a competent person(s) must be kept in the health & safety register;
- Equipment that is not safe for use must be removed on site immediately to be repaired.
- The Principal Contractor / Contractor shall submit a detailed plan / method statement on how the equipment is going to be:
 - Brought to site;
 - Operated; and
 - Maintained e.g. ensure that load test is carried out every time it has been dismantled and re- erected and every 12 months after that. The load test shall be in accordance with the manufacturers' prescription or to 110% of the MML in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

an integral part of a lifting machine must be inspected every 6 months by a competent person.

28. CONSTRUCTION VEHICLES & MOBILE PLANT (CONSTRUCTION REGULATION 23)

- Construction Vehicles and Mobile Plant shall be inspected by a competent prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OH & S Act and Regulations.
- Construction Vehicles and Mobile Plant (CV&MP) to be:
 - maintained in good working order;
 - used in accordance with their design and intention for which they were designed;
 - operated / driven by trained, competent and authorized operators / drivers;
 - operators and drivers of CV & MP must be in possession of a valid medical certificate declaring the operator / drive physically and psychologically fit to operate or drive CV & MP;
 - provided with safe and suitable means of access;
 - fitted with adequate signalling devices to make movement safe including reversing;
 - excavations and other openings must be provided with sufficient barriers to prevent CV & MP
 - from falling into same;
 - provided with roll-over protection;
 - inspected daily before start-up by the driver / operator / user and the findings recorded in a register / logbook;
 - CV & MP to be fitted with two head and two taillights whilst operating under poor visibility conditions;
 - no loose tools, material etc. is allowed in the driver/operator's compartment/cabin nor in the compartment in which any other persons are transported;
 - CV & MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.
- No person may ride on a CV & MP except for in a safe place provided for the purpose.
- The construction site shall be organized to facilitate the movement of CV & MP and so that pedestrians and other vehicles are not endangered. Traffic routes are to be suitable, sufficient in number and adequately demarcated.
- CV & MP left unattended after hours adjacent to roads and areas where there is traffic

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

movement must be fitted with lights reflectors or barricades to prevent moving traffic to come into contact with the parked CV & MP.

- In addition, CV & MP left unattended after hours shall be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely.
- Workers employed adjacent or on public roads shall wear reflective safety vests.
- All CV & MP inspection records shall be kept in the OH & S File.

29. ELECTRICAL INSTALLATIONS (CONSTRUCTION REGULATION 24)

- The installation of temporary electricity for Construction shall be in accordance with the Construction Regulation 24 and the Electrical Installation Regulations.
- The Contractor must ensure that:
 - existing services are located and marked before construction commences and during the progress thereof;
 - where the abovementioned is not possible, workers with jackhammers etc. are protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc;
 - electrical installations and -machinery are sufficiently robust to withstand working conditions on site;
 - temporary electrical installations shall be inspected at least once per week by a competent person and a record of the inspections kept on the OH & S File;
 - electrical machinery used on a construction site shall be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the OH & S File;
 - A competent person appointed in writing shall control all temporary electrical installations.

30. ELECTRICAL & MECHANICAL LOCK-OUT

An electrical and mechanical lock-out procedure shall be developed and implemented. This lock-out procedure to be adhered to by all Contractors on site.

31. USE & STORAGE OF FLAMMABLES (CONSTRUCTION REGULATION 25)

- The Principal Contractor / Contractor to ensure that:
 - No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapors being present unless adequate

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

precautions are taken;

- The workplace is effectively ventilated. Where this cannot be achieved:
- Employees must wear suitable respiratory equipment
- No smoking or other sources of ignition is allowed in the area
- The area is conspicuously demarcated as “flammable”
 - Flammables stored on a construction site are stored in a well-ventilated, reasonably fire- resistant container, cage or room that is kept locked with access control measures in place and sufficient firefighting equipment installed and fire prevention methods practiced e.g. proper housekeeping;

32. WORKING ON OR NEAR WATER (CONSTRUCTION REGULATION 26)

- The Principal Contractor / Contractor shall ensure that, where construction work is being carried out over or in close proximity to water:
 - Measures are in place to prevent workers from falling into the water and drowning. These measure to include the availability of lifejackets;
 - Measures are in place to rescue any worker/ that has fallen into the water;
 - Measures for the timeous warning of flooding are in place.

33. HOUSEKEEPING / STACKING & STORAGE (CONSTRUCTION REGULATION 27)

- The Principal Contractor / Contractor to a detailed method statement on how the housekeeping is going to be maintained with regards to but not limited to:
 - Waste management & control;
 - Storage of tools and equipment;
 - Inspection records; and
 - Awareness talks to inform employees on the procedure or followed.

34. PORTABLE ELECTRICAL TOOLS & EQUIPMENT (ELECTRICAL MACHINERY REGULATION 9)

- Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp. Plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition electrical appliances such as fridges, hotplates, heaters, etc. shall be inspected and maintained to the same standards as portable electrical tools and appliances.
- The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- Regular inspections by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorized persons are allowed to use portable electrical tools and equipment;
- The correct protective equipment is worn / used whilst operating portable electrical tools and equipment.

35. HAZARDOUS CHEMICAL SUBSTANCES (HCS)

- The Principal Contractor / Contractor shall ensure that:
 - Employees receive the necessary information & training to be able to use and store HCS Safely;
- Employees obey lawful instructions regarding the wearing and use of protective equipment;
- the use and storage of HCS;
- the prevention of the release of HCS;
- the wearing of exposure monitoring and measuring equipment;
- the cleaning up and disposal of materials containing HCS;
- housekeeping, personal hygiene and the protection of the environment;
- the Risk Assessments required in terms of Construction Regulation 7 include Employee exposure to HCS and that the necessary steps to protect persons from Being detrimentally affected by HCS present or used in the workplace are taken;
- suppliers provide the necessary information in the form of a Material Safety Data Sheet
- (MSDS) regarding an HCS required to ensure the safe use and storage of that HCS;
- an up-to-date list is kept on site of HCS's stored and used together with the MSDS's of
- The said HCS's;
- HCS containers are clearly marked as to the contents and main hazardous category "Flammable" or "Corrosive" and the reference number of the HCS on the list indicated Above;
- HCS e.g. Asbestos dust is not cleared by the use of compressed air but is vacuumed;
- No person eats or drinks in a HCS workplace;
- HCS waste is disposed of safely in terms of hazardous waste disposal requirements.

36. AUDITING

External auditing will be done by the H&S agent at least once a month or more frequently if deemed necessary by the Client, Engineer or H&S agent.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

The site will be inspected and the documentation audited relative to the activities and the H&S plan
The Principal Contractor shall ensure that all contractors are approved prior to commencement of any work. Internal auditing shall be conducted on a mutually agreed date and results of the audit shall be readily available in the health and safety file.

37. PENALTY CLAUSE

Should at any stage of the construction work be found the that Principal Contractor is non-conforming to the requirements as set out in this specification and contract document with regards to health and safety , a penalty will be issued after consultation with the Client and Engineer.

The Principal Contractor / Contractor making a bid must submit a Health & Safety Plan with all the required documentation.

The Contract HDA/WC/2023/044			
HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS	SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C4.3: PARTICULAR SPECIFICATION ENVIRONMENTAL MANAGEMENT PLAN

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C4.3: Particular Specification Environmental Management Plan

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE
Tender No:	HDA/WC/2023/044

PEM ENVIRONMENTAL MANAGEMENT PLAN

PEM.1 PURPOSE

The purpose of the EMP is to encourage good management practices through planning and commitment with respect to environmental issues, and to provide rational and practical environmental guidelines to minimise disturbance of the natural environment.

PEM.2 RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT

The contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist and audited against the EMP.

PEM.3 TRAINING AND INDUCTION OF EMPLOYEES

The contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.).

PEM.4 COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK

Any complaints received by the project team from the community will be recorded. The complaint will be brought to the attention of the site manager.

All complaints received will be investigated and a response given to the complainant within 28 days.

All environmental incidents occurring on the site will also be recorded.

PEM.5 ENVIRONMENTAL SAFETY

The management of impacts associated with various categories of concern is discussed as separate topics, indicated below.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

PEM.5.1 SOIL

- (a) Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost.
- (b) Stockpiled topsoil should not be compacted and should be replaced as the final soil layer. No vehicles are allowed access onto the stockpiles after they have been placed.
- (c) Stockpiled soil should be protected by erosion-control berms if exposed for a period of greater than 14 days during the wet season. The need for such measures will be indicated in the site-specific report.
- (d) Topsoil stripped from different sites must be stockpiled separately and clearly identified as such. Topsoil obtained from sites with different soil types must not be mixed.
- (e) Topsoil stockpiles must not be contaminated with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and microorganisms in the soil.
- (f) Soil must not be stockpiled on drainage lines or near watercourses without prior consent from the Project Manager.
- (g) Soil should be exposed for the minimum time possible once cleared of invasive vegetation, that is the timing of clearing and grubbing should be co-ordinated as much as possible to avoid prolonged exposure of soils to wind and water erosion. Stockpiled topsoil must be either vegetated with indigenous grasses or covered with a suitable fabric to prevent erosion and invasion by weeds.
- (h) Limited vehicular access is allowed across rocky outcrops and ridges.
- (i) All cut and fill surfaces need to be stabilized with appropriate material or measures when major civil works are complete.
- (j) Erosion and donga crossings must be dealt with as river crossings. Appropriate soil erosion and control procedures must be applied to all embankments that are disturbed and de-stabilized.
- (k) All equipment must be inspected regularly for oil or fuel leaks before it is operated. Leakages must be repaired on mobile equipment or containment trays placed underneath immobile equipment until such leakage has been repaired.
- (l) Soil contaminated with oil must be appropriately treated and disposed of at a permitted landfill site or the soil can be regenerated using bio-remediation methods.
- (m) Runoff must be reduced by channelling water into existing surface drainage system.

PEM.5.2 WATER

- (a) Adequate sedimentation control measures must be instituted at any river crossings when excavations or disturbance of a riverbanks or riverbeds takes place.
- (b) Adequate sedimentation control measures must be implemented where excavations or

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

disturbance of drainage lines of a wetland may take place.

- (c) All fuel, chemical, oil, etc. spills must be confined to areas where the drainage of water can be controlled. Use appropriate structures and methods to confine spillages such as the construction of berms and pans, or through the application of surface treatments that neutralise the toxic effects prior to the entry into a watercourse.
- (d) Oil absorbent fibres must be used to contain oil spilt in water.
- (e) During construction through a wetland, the majority of the flow of the wetland should be allowed to pass downstream.
- (f) Vehicular traffic across wetland areas must be avoided.
- (g) No dumping of foreign material in streams, rivers and/or wetland areas is allowed.
- (h) The wetland area and/or river must not be drained, filled or altered in any way including alteration of a bed and/or, banks, without prior consent from the DWAF. The necessary licenses must be obtained in terms of Section 21 and 22 of the National Water Act, 36 of 1998 from DWA.
- (i) No fires or open flames are allowed in the vicinity of the wetland, especially during the dry season.
- (j) No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland or river without written permission from the Project Manager.
- (k) Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas must be minimized.

PEM.5.3 AIR

- (a) Speed limits must be implemented in all areas, including public roads and private property to limit the levels of dust pollution.
- (b) Dust must be suppressed on access roads and construction sites during dry periods by the regular application of water or a biodegradable soil stabilisation agent. Water used for this purpose must be used in quantities that must not result in the generation of run-off.
- (c) The site-specific investigation will quantify the impact of dust on nearby wetlands, rivers and dams in terms of sedimentation. Mitigation measures identified during the site-specific study must be implemented.
- (d) The Contractor must notify the Principal of all schools within 50m of the site of proposed activities. The Principal must in turn ensure that children with allergies and respiratory ailments take the necessary precautionary measures during the construction period. The Contractor must ensure that construction activities do not disturb school activities e.g. dust clouds may reduce visibility affecting sports activities.
- (e) Waste must be disposed of, as soon as possible at a municipal transfer station, skip or on a permitted landfill site. Waste must not be allowed to stand on site to decay, resulting in malodours.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- (f) Noise control measures must be implemented. All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. IAP's must be informed of the excessive noise factors.
- (g) The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface. Normal working hours must be clearly indicated to adjacent landowners.
- (h) No loud music is allowed on site and in construction camps.
- (i) No fires are allowed if smoke from such fires will cause a nuisance to IAP's.

PEM.5.4 SOCIAL AND CULTURAL

- (a) Access by non-construction people onto any construction sites must be restricted. The Contractors activities and movement of staff must be restricted to designated construction areas only.
- (b) The Contractors crew must be easily identifiable due to clothing, identification cards or other methods.
- (c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.
- (d) Criteria for selection and appointment (by the Contractor) of construction labour must be established to allow for preferential employment of local communities. The Local Authority must be actively involved in the process of appointing temporary labourers.
- (e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents e.g. the Contract document that applies to the Contractor. Absence of specific reference to the sub-contractor in any specification does not imply that the sub-contractor is not bound by this document.
- (f) No member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.
- (g) The Contractor must provide suitable sanitation facilities for site staff. Sanitation provided during the construction phase should be managed so that it does not cause environmental health problems. The use of the surrounding fields or grounds for toilet purposes is not permitted under any circumstance.
- (h) The Contractor must arrange for all his employees and those of his sub-contractors to be informed of the findings of the environmental report before the commencement of construction to ensure:
 - A basic understanding of the key environmental features of the work site and environments, and

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- Familiarity with the requirements of this document and the site-specific report.
- (i) Supervisory staff of the Contractor or his sub-contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document endanger his/her life or cause him/her to damage the environment.
- (j) The demand for construction materials and supplies will have an effect on the local economy. This impact can be optimised by sourcing and purchasing materials locally and regionally wherever possible, insofar as the material complies with the design specification.
- (k) The Contractor must maintain a detailed complaints register. This must be forwarded, together with solutions, to the authorities when requested.

PEM.5.5 AESTHETICS

(a) Scenic Quality

Damage to the natural environment must be minimized.

Trees and tall woody shrubs must be protected from damage to provide a natural visual shield. Excavated material must not be placed on such plants and movement across them must not be allowed, as far as practical.

The clearing of all sites must be kept to a minimum and surrounding vegetation must, as far as possible, be left intact as a natural shield.

No painting or marking of natural features must be allowed.

- (b) All above ground structures could be treated or painted to blend in with the natural environment.
- (c) Cut and fill areas, river and stream crossings and other soil stabilisation works must be constructed to blend in with the natural environment.
- (d) Natural outcrops, rocky ridges and other natural linear features, must not be bisected. Vegetation on such features must, as far as possible, not be cut unless absolutely necessary for construction.
- (e) Excavated material must be flattened (not compacted) or removed from site. No heaps of spoil material must be left on site once the Contractor has moved off site either temporarily or permanently.
- (f) Any complaints from interest groups regarding the appearance of the construction site must be recorded and addressed promptly by the Contractor.

PEM.5.6 ARCHAEOLOGY AND CULTURAL SITES

- (a) All finds of human remains must be reported to the nearest police station.
- (b) Human remains from the graves of victims of conflict, or any burial ground or part thereof which

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).

- (c) Work in areas where artefacts are found must cease immediately.
- (d) Under no circumstances must the Contractor, his/her employees, his/her sub-contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.
- (e) A fence at least 2m outside the extremities of the site must be erected to protect archaeological sites.
- (f) All known and identified archaeological and historical sites must be left untouched.
- (g) Work in the area can only be resumed once the site has been completely investigated. The Project Manager will inform the Contractor when work can resume.

PEM.5.7 FLORA

- (a) All suitable and rare flora and seeds must be rescued and removed from the site. They must be suitably stored, for future use in rehabilitation.
- (b) The felling and/or cutting of trees and clearing of bush must be minimised.
- (c) Bush must only be cleared to provide essential access for construction purposes.
- (d) The spread of alien vegetation must be minimized.
- (e) Any incident of unauthorised removal of plant material, as well as accidental damage to priority plants, must be documented by the Contractor.
- (f) Woody vegetative matter stripped during construction must either be spread randomly throughout the surrounding fields so as to provide biomass for other microorganisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated top soiled surface. No vegetative matter must be burnt or removed for firewood other than those removed during the grubbing and clearing phase. Such vegetation can be made available to the local inhabitants to be used as firewood.
- (g) No tree outside the footprint of the Works area must be damaged.

PEM.5.8 FAUNA

- (a) No species of animal may be poached, snared, hunted, captured or wilfully damaged or destroyed.
- (b) Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- (c) Anthills and/or termite nests that occur must not be disturbed unless it is unavoidable for construction purposes.
- (d) Disturbances to nesting sites of birds must be minimized.
- (e) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

PEM.5.9 INFRASTRUCTURE

- (a) The relevant authorities must be notified of any interruptions of services, especially the District Municipality, Local Municipality, National Road Agency, Spoornet, Telkom and Eskom. In addition, care must be taken to avoid damaging major and minor pipelines and other services.
- (b) The integrity of property fences must be maintained.
- (c) No telephone lines must be dropped during the construction operations, except where prior agreement by relevant parties is obtained. All crossings must be protected, raised or relocated as necessary.
- (d) All complaints and/or problems related to impacts on man-made facilities and activities must be promptly addressed by the Contractor and documented.

(e) Storage Facilities

- Proper storage facilities should be provided for the storage of oils, grease, fuels, chemicals and hazardous materials.
- The Contractor must ensure that accidental spillage does not pollute soil and water resources.
- Fuel stock reconciliation must be done on all underground tanks to ensure no loss of oil, which could pollute groundwater resources.
- Cement must be stored and mixed on an impermeable substratum.

(f) Traffic Control

All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods.

Before any work can start the Local Traffic Department must be consulted about measures to be taken regarding pedestrian and vehicular traffic control.

(g) Access Roads

The Contractor and the affected landowner must collaborate on the planning and construction of new access routes and the repair or upgrading of existing routes.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

Access to the site must be controlled such that only vehicles and persons directly associated with the work gains access to the site.

Temporary access roads must not be opened until required and must be restored to its former state as soon as the road is no longer needed.

(h) **Batching Plants**

Concrete must be mixed only in an area demarcated for this purpose. All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site. After all concrete mixing has been completed, all waste concrete must be removed from the batching area and disposed of at an approved dumpsite. Stormwater must not be allowed to flow through the batching area. Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area. Operators must wear suitable safety clothing.

(i) **Chemical toilet facilities should be managed and serviced by a qualified company. No disposal or leakage of sewerage should occur on or near the site.**

(j) **Blasting**

Blasting must not endanger public or private property. Noise mufflers and/or soft explosives must be used to minimize the impact on animals.

All the provisions of the Explosives Act, 26 of 1956 and the Minerals Act, 50 of 1991 must be complied with. The Contractor must take measures to limit flying rock.

PEM.5.10 SAFETY

(a) **Measures must be taken to prevent any interference that could result in flashover of power lines due to breaching of clearances or the collapse of power lines due to collisions by vehicles and equipment.**

(b) **Measures must be taken during thunderstorms to protect workers and equipment from lightning strikes.**

(c) **All tall structures must be properly earthed and protected against lightning strikes.**

(d) **The process of excavation and back filling must be carried out as a sequential process following one another as quickly as possible. Excavations must only remain open for a minimum period of time and during this time they must be clearly demarcated. If excavations place the public at risk these sites must be fenced.**

(e) **The residents directly affected by open trenches must be notified of the dangers. This will be done during the site-specific phase.**

PEM.5.11 WASTE

PEM 5.11.1 Solid Waste

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- (a) Littering on site and the surrounding areas is prohibited.
- (b) Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- (c) All bins must be cleaned of litter regularly.
- (d) All waste removed from site must be disposed at a municipal/permitted waste disposal site.
- (e) Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- (f) The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- (g) Contaminated soil must be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- (h) Waste must be recycled wherever possible.

PEM 5.11.2 Liquid Waste

- (a) The Contractor must maintain mobile toilets on site.
- (b) The Contractor must provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities must be designed and sited with the intention of preventing pollution of the surrounding area and environment.
- (c) All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil.
- (d) All chemical spills must be contained and cleaned up by the supplier or professional pollution control personnel. Run-off from wash bays must be intercepted.

PEM 5.11.3 Hazardous Waste

- (a) No hazardous materials must be disposed of in the field or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.
- (b) The Contractor must maintain a hazardous material register.

PEM.5.12 REHABILITATION AND SITE CLEARANCE

- (a) When all major construction activities are completed, the site must be inspected to determine

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

site-specific rehabilitation measures. This may be considered as unplanned work e.g. soil rehabilitation due to oil spills.

- (b) All temporary buildings and foundations, equipment, lumber, refuse, surplus materials, waste, construction rubble fencing and other materials foreign to the area must be removed.
- (c) If waste products cannot be recycled they must be disposed of at a permitted landfill site.
- (d) All drainage deficiencies including abandoned pit latrines and waste pits must be corrected.
- (e) Cut and fill areas must be restored and re-shaped.
- (f) The area must be restored to its natural vegetation condition using indigenous trees, shrubs and grasses as directed by a grassland and/or rehabilitation expert.
- (g) Borrow pits must be re-shaped into even slopes and surfaces to blend with the natural terrain and topsoil must be replaced.
- (h) The grass mix, shrubs and trees used for rehabilitation must be compatible with the species identified in the site-specific investigation.
- (i) Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the regrowth of natural vegetation.

PEM.6 MEASUREMENTS AND PAYMENT

No additional payment will be made to the Contractor to comply with the above actions as it will be deemed to be included in the rates tendered.

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C4.4: HIV/AIDS Specification

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C4.4: HIV/AIDS SPECIFICATION

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE
Tender No:	HDA/WC/2023/044

HIV/AIDS REQUIREMENTS

1. SCOPE

This specification contains all requirements applicable to the contractor for creating HIV/AIDS awareness amongst all the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how its transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers
- Informing Workers of their rights with regard to HIV/AIDS in the workplace
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

2. DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

Service Provider: The natural or juristic person recognized and approved by the Department of Housing as a specialist in conducting HIV/AIDS awareness programmes

Service Provider Workshop Plan: A plan outlining the content, process and contract data of the training and education workshops, present by a Service Provider which has been approved by the Representative/Agent

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractor, who is on site for a minimum period of 30 days in all

2.2 Abbreviation

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

3. **BASIC METHOD REQUIREMENT**

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with the regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site
- When new Workers or Sub-contractors will join the construction project
- Duration of Workers and Sub-contractors on site
- How the maximum number of Workers can be targeted with workshops
- How the Contractor prefers workshops to be contract data, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker
- Profile of Workers, including educational level, age and gender (if available)
- Preferred time of day or month to conduct workshops
- A Gantt chart reflecting the construction programme, for scheduling of workshops
- Suitable venues for workshops

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.1 The nature of the disease;
- 3.2 How it is transmitted;
- 3.3 Safe sexual behaviour;
- 3.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

- 3.5 Attitudes towards other people with HIV/AIDS;
- 3.6 Rights of the Worker in the workplace;
- 3.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.8 How the Service Provider will support the Awareness Champion;
- 3.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.10 How the workshop will be presented, including frequency and duration;
- 3.11 How the workshop will fit in with the construction programme;
- 3.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.13 How the video will be used;
- 3.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.15 A questions and answers slot (interactive session)

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

4. HIV/AIDS AWARENESS EDUCATION AND TRAINING

4.1 WORKSHOPS

The Contractor shall ensure that all Workers attend the workshop

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Housing, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops

4.2 Recommended practice

4.2.1 Workshop Contract data

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshops sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan

Breaking down the content of information to be presented to the Workers into more than one workshop session however, has the added advantage that messages are reinforced over time

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session

4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Human Settlements

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and –a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met

4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognize how HIV/AIDS is transmitted and how it is not transmitted

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found
2. Describe how HIV/AIDS can be transmitted
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimize the risk if HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

Assessment Criteria:

1. Report on how to minimize the risk of HIV/AIDS infection
2. Report on precautions that can be taken to prevent HIV/AIDS infection
3. Explain of demonstrate how to use a male and female condom
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS transmission

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognize methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection
2. Report on why voluntary testing is important
3. Report on why pre- and post-test counselling is important

4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will able to recognize the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS
2. Describe nutritional needs of people living with HIV/AIDS
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS
4. Explain the need for counselling and support to people living with HIV/AIDS

4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

Assessment Criteria:

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS
4. Describe post exposure prophylactics

4.2.3.7 **UNIT 7: The rights and responsibility of Workers in the workplace with regard to HIV/AIDS**

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognize the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way

Assessment Criteria

1. Discuss the rights of a person living with HIV/AIDS in the workplace
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important

4.3 **Displaying of plastic laminated posters and distribution of information booklets**

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Housing

The above-mentioned posters and information booklets have been prepared to raise awareness and share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

5. **PROVIDING WORKERS WITH ACCESS TO CONDOMS**

The contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative /Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds

6. **ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)**

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

7 **APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION**

Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner

The Awareness Champion shall be responsible for:

- 7.1 Liaising with the Service Provider on organizing awareness workshops;
- 7.2 Filling condom dispensers and monitoring condom distribution;
- 7.3 Handing out information booklets;
- 7.4 Placing and maintaining poster

8. **MONITORING**

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (CONTRACT DATA A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

The attached SERVICE PROVIDER REPORT (CONTRACT DATA B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (CONTRACT DATA C), a close out programme report, shall be completed by the Contractor at the end of the contract

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C4.5: Contractor's Reports

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C4.5: Contractor's Reports

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE
Tender No:	HDA/WC/2023/044

CONTRACTOR MONTHLY REPORT

Project No:

Project Name:

Contract No: **HDA/WC/2023/044**

Contractor Name:

Claim No:

For Period Ending:.....

Date of Report:

The Contractors Monthly Report comprises an integral part of the Contractors Payment Claim and processing of the payment claim is not permitted without this report also being submitted i.e. "NO REPORT – NO PAYMENT".

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

Contract No: **HDA/WC/2023/044**

Project Name:

Month of Report:

Sheet: of

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of Local Labourer	Identity Number	Month Worker Started	Age	Tick if Yes									Place a tick in the box which corresponds to the Gender and Age of the Worker			
					Female Head of Household with Dependants	Disabled	Labourer	Semi-Skilled	Skilled	Supervisor	Clerical	Managerial	Professional	Women		Men	
														Over 35 yrs 2A	35 yrs and under 2B	Over 35 yrs 2C	35 yrs and under 2D
Totals for this sheet																	
Totals from previous sheet																	
Totals carried forward																	

Age changed from 25 to 35

**Total No. of
workers
Employed
on the
Project**

A B C D E F G H I J K L M N = (J+K+L)

Completed by: Name: Signature:..... Capacity Date:.....

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

WEEKLY TASK WAGE REGISTER (local labourers only)

Contract No: HDA/WC/2023/044

PART 3

Project No. Project Name: Week Ending: Sheet: of

Entries in this portion to be completed by Foreman									Entries in this portion to be Completed by Contractor				
No.	Name of local worker	Day Tasks Worked							Payment				
		Mo n	Tue	Wed	Th u	Fri	Sat	Su n	Total DAY TASKS worked this week	Rate per DAY TASK	Total Payment due to Worker	Workers signature on receipt of Payment	Date Payment Received by Worker
Totals This Sheet													
Totals Brought Forward From previous Sheet													
Totals Carried Forward													
									(A)		(B)		

Completed by: Name: Signature: Capacity: Date:

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

LOCAL LABOUR AND MATERIAL CONTRACT DATA

PART 4

Contract No: HDA/WC/2023/044

Date of Report:

Project No:

Project Name:

Claim No:

For Period Ending:

Contractor Name:

1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked	Total Amount Paid
		(Total of (A) from Form 4 for each week)	(Total of (B) from Form 4 for each week)
1			R
2			R
3			R
4			R
5			R
6			R
7			R
8			R
9			R
Total			R

Transfer to 2 in table below

2. Summary of Amount Spent on Local Labour to date

1. Previous Amount Spent on Local Labour (From previous claim)	R
2. Amount Spent on Local Labour this month (From Total above)	R
3. Total Amount Spent on Local Labour to date (3)=(1+2)	R

3. Local Labour Contract data

Summary of Local Labour Employed	No. of local workers who worked on the project to date (From Part 2)	% of Total
Columns refer to Columns in Part 2		
1. Total No. of individual local workers who have worked on the Project (Column N)		100%
10. How many of the Total No. are local youth (35 years and under) (Column B and D)		
11. How many of the Total No. are local women (Column A + B)		

4. Summary of Amount Spent on Material to Date (Cumulative)

Item	This Month	Total to date
------	------------	---------------

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

1. Material from City Metropolitan Municipality		
2. Material from Outside the Western Cape		
3. Material from other areas within the Western Cape		
Total Material		
Total material as percentage of contractor expenditure		
Total as percentage of contractor budget		

5. Training of Local Workers

Category of training	Name of course	No. trained	Days trained	Comments on progress
(a) Technical training for implementation	Bricklaying Carpentry			
	Plumbing			
	Fencing			
	Plastering			
	Painting			
	House Building			
	Handyman			
	Electrical			
(b) Institutional training for local management beyond construction				
(c) Technical training for OMM				
(d) Institutional training for implementation				
(e) HIV/Aids etc.				
Other – Please specify				
Total				

Completed

by:

Name

Signature

Capacity

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

PART C5: SITE INFORMATION

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C5.1: Site Information

The Contract
HDA/WC/2023/044

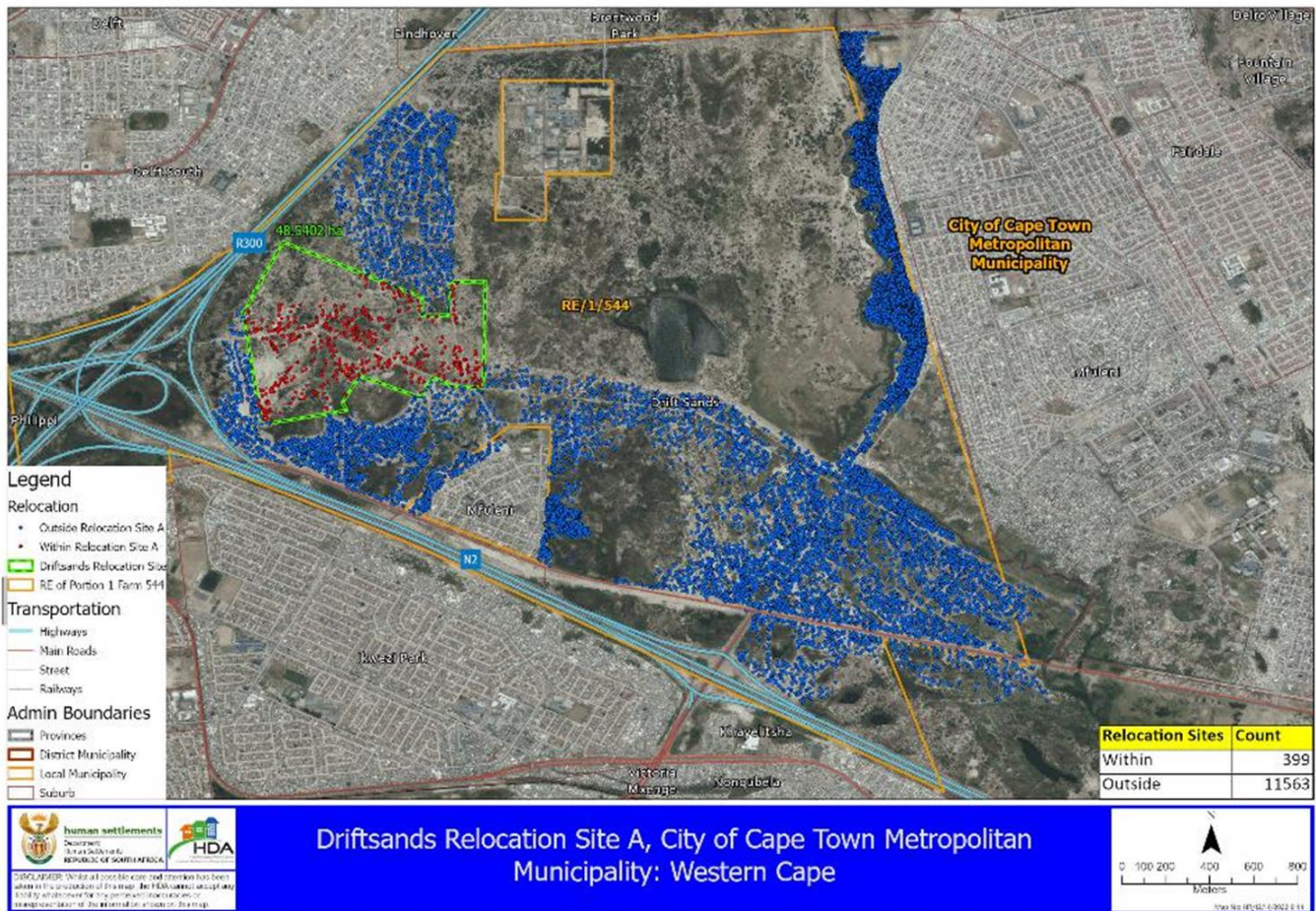
HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C5.1: SITE INFORMATION

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE
Tender No:	HDA/WC/2023/044

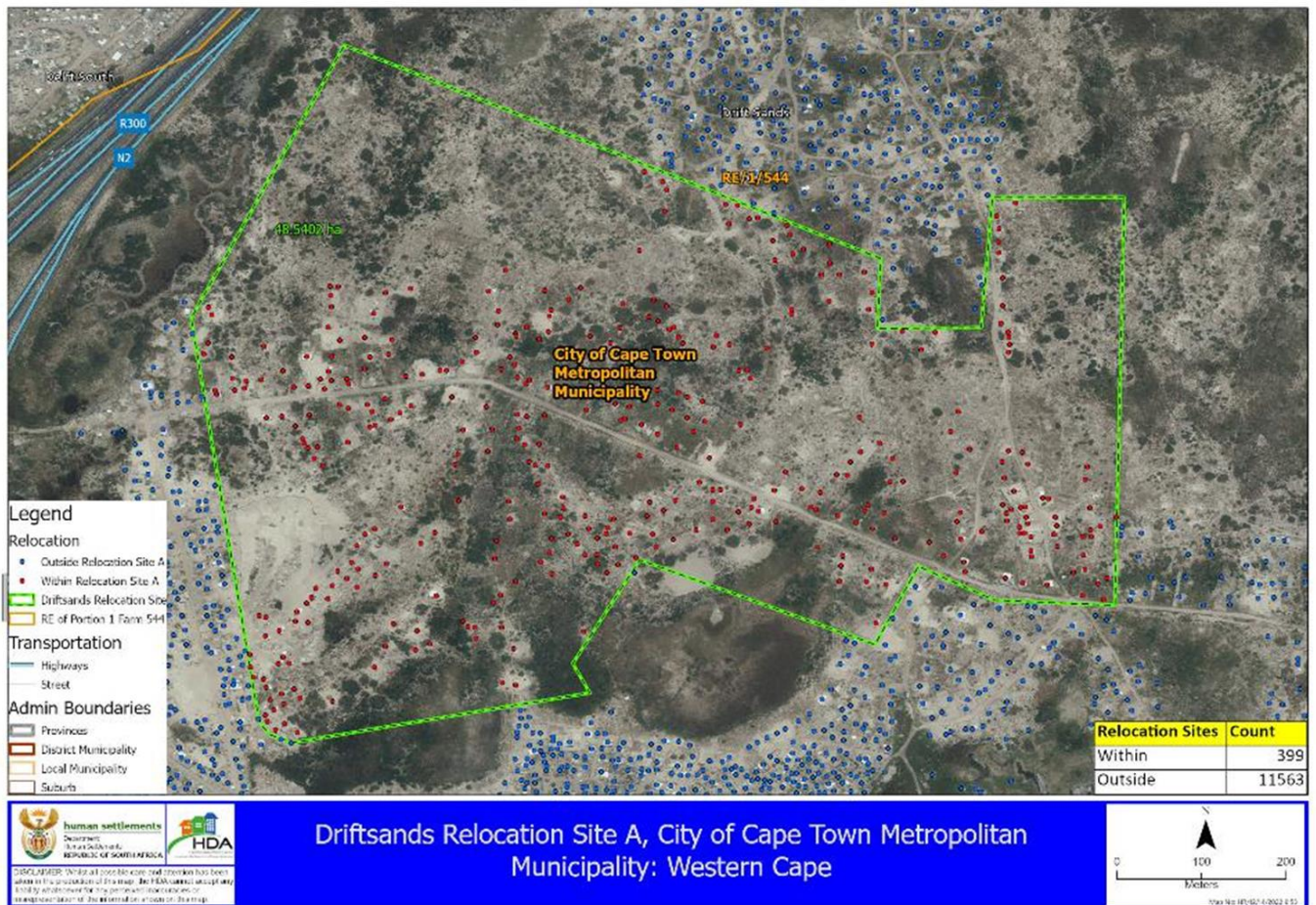
C5.1: SITE INFORMATION



The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

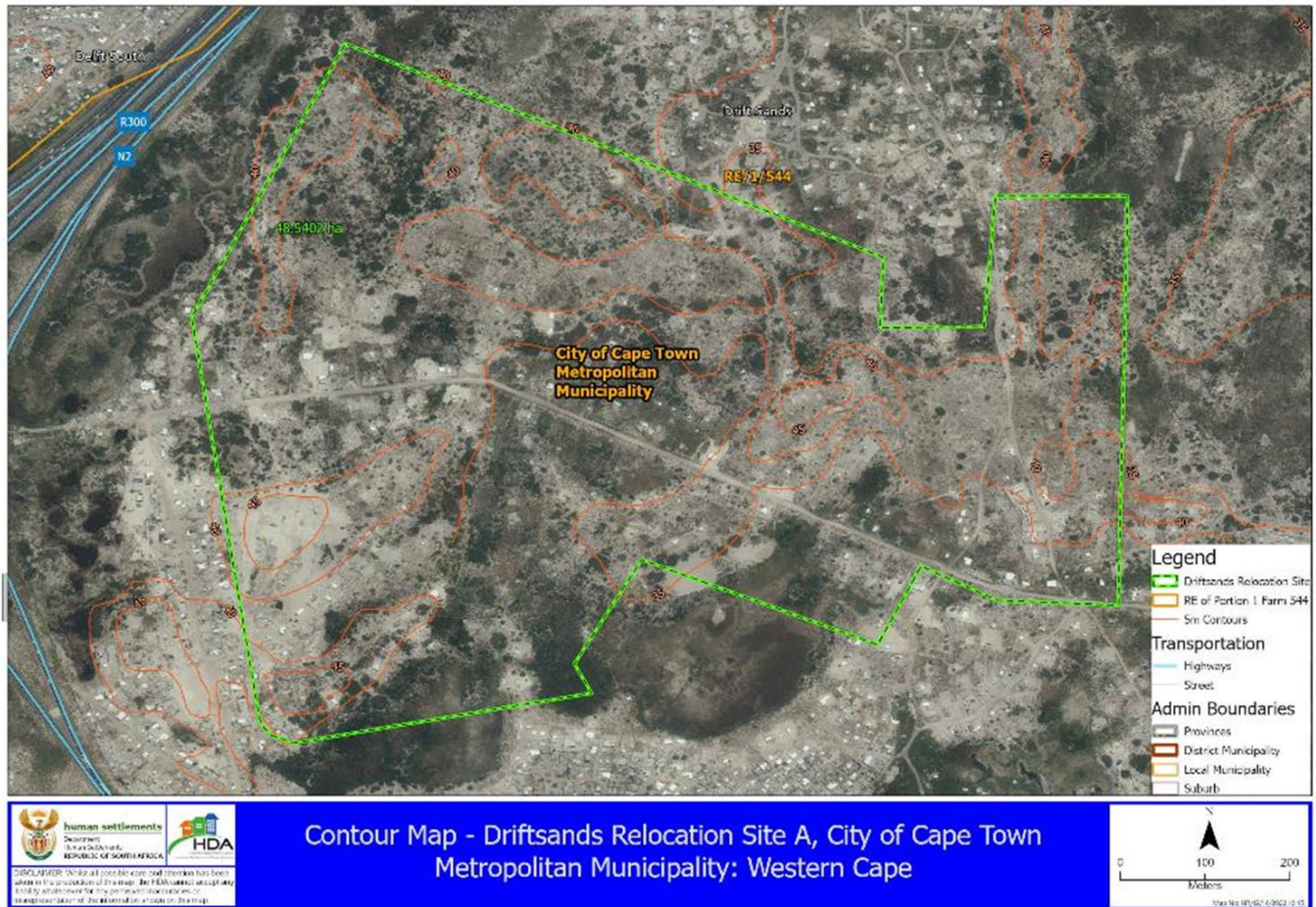
SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS



The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

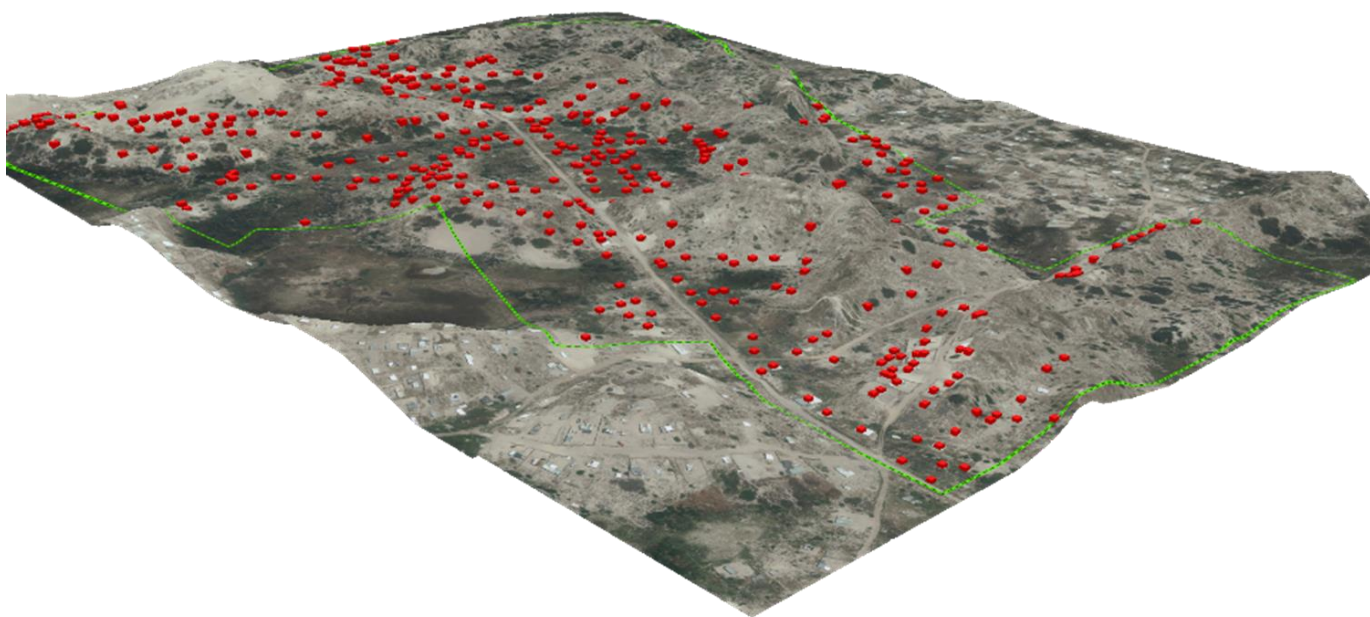
SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS



The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS



Estimated volume = 24,811,912.3 m³

Number of informal dwellings = 399

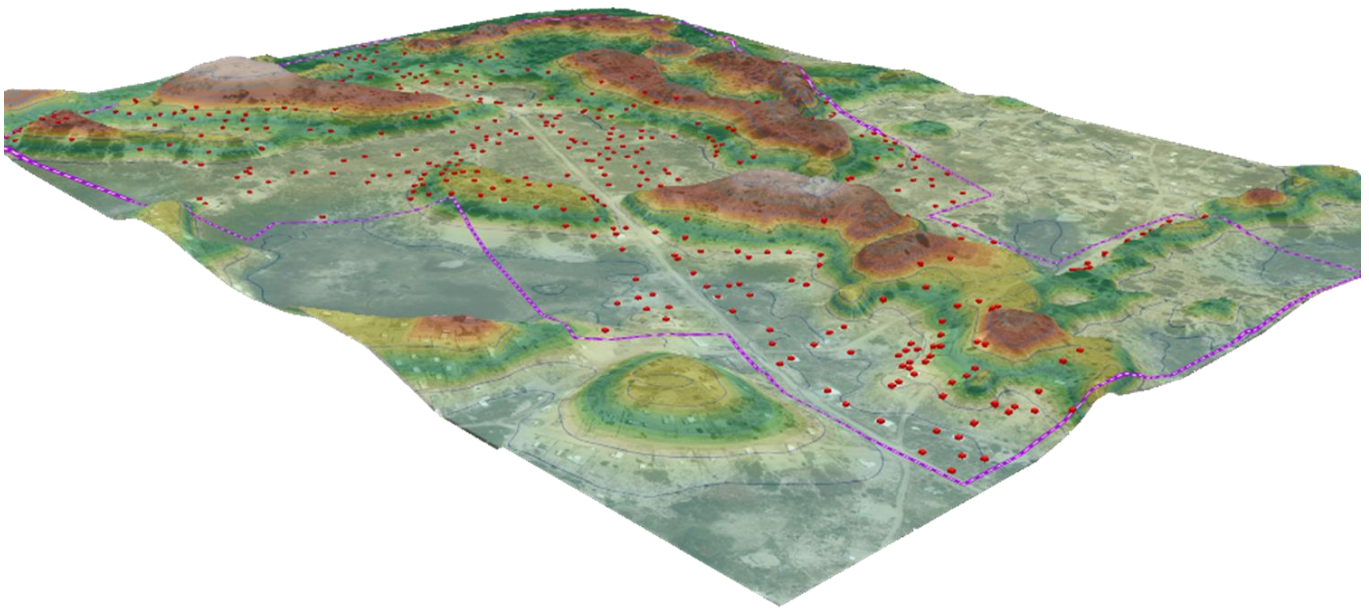
Highest point = 48m

Lowest point = 34m

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS



The Contract
HDA/WC/2023/044

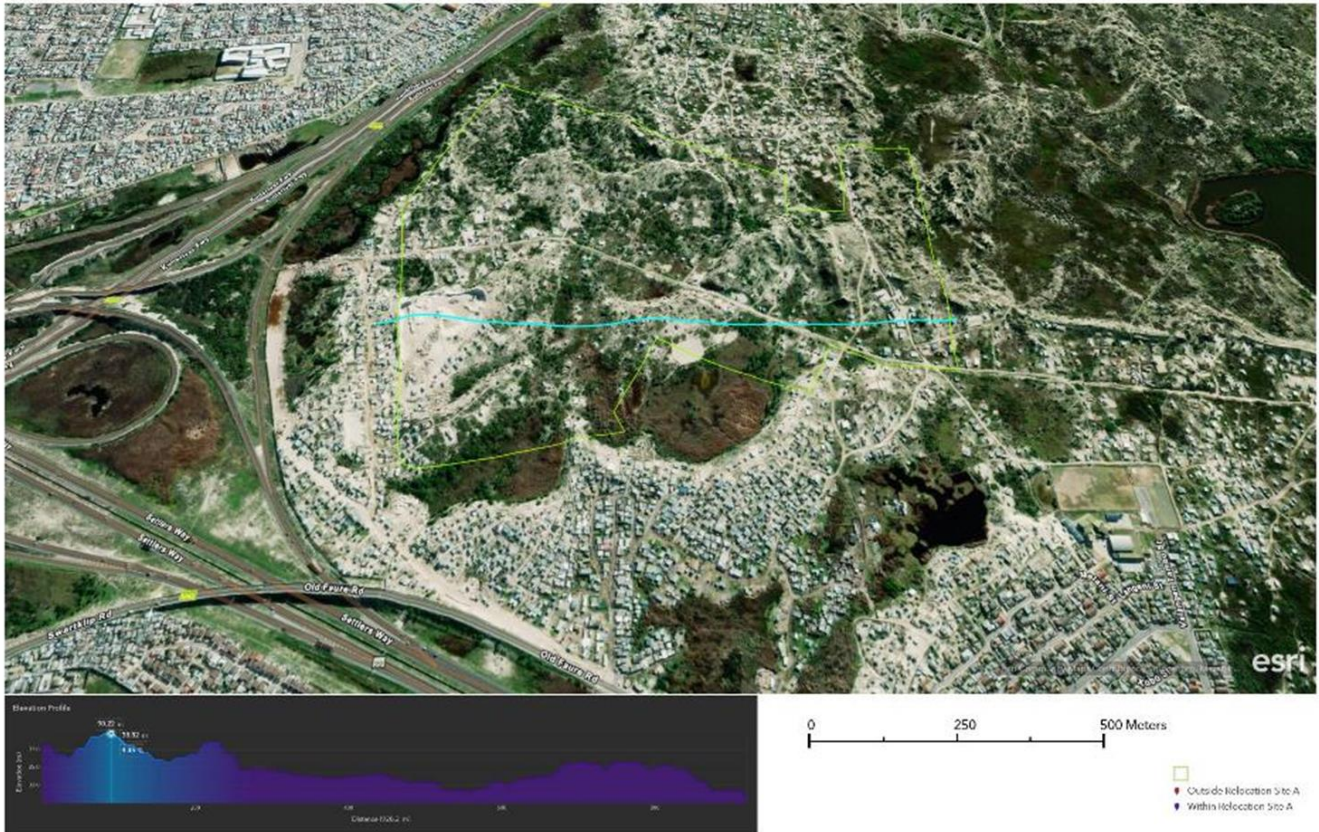
HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS



Driftsands Relocation Site A

Elevation Profile



The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS



Driftsands Relocation Site A

Elevation Profile



0 250 500 Meters

- Outside Relocation Site A
- Within Relocation Site A

The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C5.2: LOCALITY MAP

The Contract
HDA/WC/2023/044

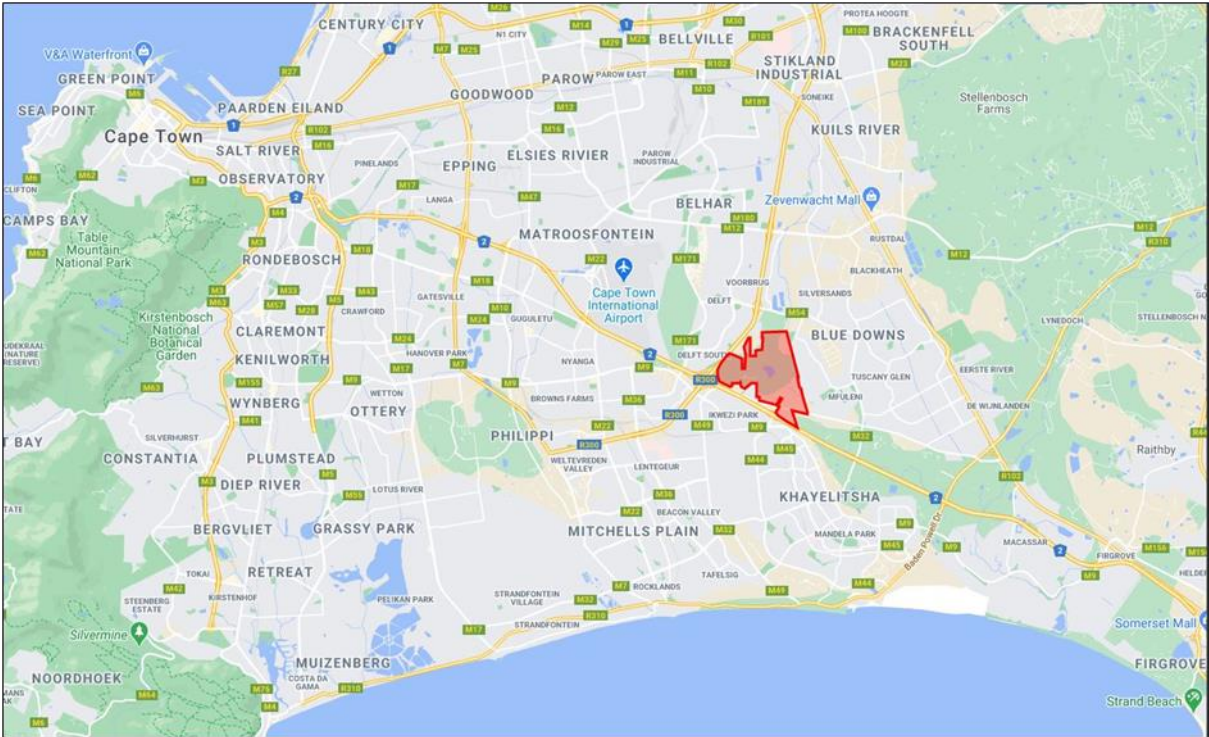
HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C5.2: LOCALITY MAP

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR BULK EARTHWORKS AT DRIFTSANDS, CITY OF CAPE TOWN IN THE WESTERN CAPE PROVINCE
Tender No:	HDA/WC/2023/044

C5.2: LOCALITY MAP



The Contract
HDA/WC/2023/044

HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.