

VOLUME 3: THE CONTRACT

Volume 3: The Contract
HDA/EC/2023/001

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

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 THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE
Contract No:	HDA/EC/2023/001

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 THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPLITAN MUNICIPALITY, EASTERN CAPE.**

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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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 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):

.....

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.....
.....

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 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.

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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	4 Kikuyu Road Sunninghill Sandton 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:
1.1.5. Subject:
Detail:
1.1.6. Subject:

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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.

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C1.1a: Final Summary

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**HOUSING DEVELOPMENT AGENCY
 CONTRACT NO. HDA/EC/2023/001:
 COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA**

FINAL SUMMARY

SECTION 1 – PRELIMINARY AND GENERAL

R

SECTION 2 – PERIMETER FENCING

R

SECTION 3 – TEMPORARY RELOCATION UNITS

R

SECTION 4 – ELECTRICAL CONNECTION TO TEMPORARY
 RELOCATION UNITS

R

SECTION 5 – CONVERSION OF EXISTING SHOWERS TO ABLUTION
 UNITS (Provisional Sum)

R

SECTION 6 – INTERSECTION UPGRADE (Professional Sum)

R

SECTION 7 – ELECTRICAL: LOW VOLTAGE (Provisional Sum)

R

SUB-TOTAL A

R

ADD 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

R

TOTAL TENDER SUM (ZERO VAT RATED)

R

Amount

TIME FOR COMPLETION OF CONTRACT: 6 MONTHS

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SIGNED BY/ON BEHALF OF THE TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

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

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

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE
BCMM No:	HDA/EC/2023/001

This schedule contains all variables referred to in the JBCC Principal Building Agreement, 6.2 - May 2018, 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:
	<p>The contract is advised to read the JBCC Principal Building Agreement, 6.2 - May 2018, 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 JBCC Principal Building Agreement, 6.2 – May 2018 to which it mainly applies.</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	The Contractor's Key people are: CV's to be appended to Tender Schedule

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	<p>(1) Name:.....</p> <p>Job:</p> <p>Responsibility:</p> <p>.....</p> <p>Qualifications:</p> <p>Experience:</p> <p>(2) Name:.....</p> <p>Job:</p> <p>Responsibility:</p> <p>.....</p> <p>Qualifications:</p> <p>Experience:</p>

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1.3: Performance Guarantee

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C1.3: PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor means:

Physical address:

“Employer” means: Housing Development Agency

“Contractor” means:”

“Implementing agent” means: Professional Service Provider appointed by the HDA and dully authorised

“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

Implementing 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;
 - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.

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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.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

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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

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C1.4: Occupational Health and Safety Agreement

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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

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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.
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.

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- 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.

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Part C2: Contract Data

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C2.1: Contract Data – Part 1
(Data provided by the Employer)

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C2.1: CONTRACT DATA

C1.2 : CONTRACT DATA : The JBCC PRINCIPAL BUILDING AGREEMENT 6.2 – MAY 2018

Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE
Contract No:	HDA/EC/2023/001

	<p>The Conditions of Contract are clauses 1 to 30 of the JBCC Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
	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: jerry.makofane@thehda.co.za</p> <p>Tax/VAT registration No: 458 0253 153</p> <p>Physical address: Ground Floor 4 Kikuyu Road Sunninghill Sandton 2157</p>
	Works description: Refer to document C3 – Scope of Work.
	Site description: Refer to document C4 – Site Information.

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	<p>1) Interest rate legislation: (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: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>3) Payment will be made for materials and goods: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></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: N/A</p>
	Period for the commencement of the works after the contractor takes possession of the site : Ten (10) working days.
	For the works as a whole: The date for practical completion shall be 6 months from the commencement date .
	For the works in sections: The programming of the works shall indicate clearly batches of projected completions per month (e.g. 23 Units) and these batches and their programming shall be agreed with the contractor as per PIP. Inspections and practical completion of houses will therefore be carried out in the agreed batches. 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)
	JBCC Engineering General Conditions are to be included in the contract documents : No
	The contract value is to be adjusted using CPAP indices: No
	The contractor shall supply and keep a copy of the JBCC Principal Building Agreement and Preliminaries applicable to this contract on the site , to which the employer, implementing 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 %

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	<p>Public liability insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> For the sum of R 1 448 650.00</p> <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 JBCC 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>

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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 implementing 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>

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C2.2: Contract Data – Part 2
(Data provided by the Contractor)

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	PART 2: CONTRACT DATA - Data provided by the Contractor:
	<p>The contractor is advised to read the JBCC Principal Building Agreement, Edition 6.2 May 2018, 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 JBCC Principal Building Agreement, Edition 6.2 May 2018 to which it mainly applies.</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> <p>(2) Name:.....</p>

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	Job: Responsibility: Qualifications: Experience:

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Part C3: Pricing Data

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C3.1: Pricing Instructions

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C3.1: CONTRACT DATA: JBCC Principal Building Agreement 6.2 May 2018

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE
Tender No:	<i>HDA/EC/2023/001</i>

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 Implementing 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.

4. PRICE PER HOUSE TO INCLUDE

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

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a. TRADE PREAMBLES

The National Housing Building Regulations Committee (NHBRC), The National Building Regulations (NBR) and the South African National Standards (SANS) shall be read in conjunction with the Bill of Quantities and shall be referred to for the full description of work to be done and materials to be used.

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 JBCC 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.

5. PAYMENTS

Payment for the construction of new TRUs will be limited to the following milestones:-

- Surface Beds – maximum of 25% of value of work for new units.
- Wall Plate – maximum of 20% of value of work for new unit.

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- Roof – maximum of 25% of value of work for new unit.
- Finishes – maximum of 25% of work for new units.
- Completion – fixed rate of 5% of value of work for new unit. This will only be paid once the beneficiary is satisfied with the unit and a Finished Unit Report (FUR) has been received from the NHBRC.

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

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C3.2: Bills of Quantities – Preliminaries & General

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C3.3: Bill of Quantities – construction of 116 TRUs

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PART C4: SCOPE OF WORK

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C4.1: SCOPE OF WORK AND APPLICABLE STANDARD SPECIFICATION

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C4.1: Description of Works and Applicable Standard Specifications

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE
Tender No:	HDA/EC/2023/001

C4.1.1 Project Description

The Project Specifications form an integral part of the contract documents and supplement.

a. Employer's Objectives

The Employer's objectives is to complete the construction of the Mdantsane East (Mtsotso) Temporary Relocation Area in Buffalo City Metropolitan Municipality area of jurisdiction in the Eastern Cape.

b. Extent of the works

The extent of the works entails:-

- Establishment of the Contractor's site camp/s
- Completion of the 40 incomplete/vandalised Temporary Relocation Units (TRUs)
- Construction of 76 new TRUs
- Conversion of 64 shower units into additional ablution units
- Completion of the ClearVu perimeter fence
- Electrifying the TRUs
- Design and construct the Temporary Relocation Area access road tie-in point into the Mdantsane Access Road.
- Repairs to damaged ClearVu panels
- Repairs to damaged TRUs

The scope of the consulting engineer/project manager will include but not limited to:

- Assessment works and preparation of a status report
- Measuring of outstanding work and preparing a cost report
- Liaising with the BCMM and/or their appointed consulting engineers to obtain information on the design levels of the Mdantsane Access Road

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- Prepare a design for the road tie-in point and obtain approval from BCMM's infrastructure department
- Issue construction drawings to the contractor for construction of the road intersection.
- Ensure compliance to OHS and EMP in the construction of the project.
- Undertake site monitoring and progress reporting including scheduling, chairing, preparing minutes and providing copies of such minutes for one monthly technical site meeting and one monthly progress meeting. Preparing and submitting monthly progress reports.
- Evaluation of unpaid subcontractor claims and preparation of payment certificates for payment of the subcontractors employed under previous contract.
- Preparing a final account for the terminated main contractor
- Ensure OHS and EMP obligations are met including construction work permit renewals where required.
- Certification and preparation of work done by turnkey contractor.
- Taking partial and or full practical completion and signing of on all required handover documentation for both the TRU and infrastructure (road intersection upgrade, conversion of showers to ablution facilities, erection of the ClearVu fence, electricity connections, etc)
- Taking final completion
- Preparing a final account for the turnkey contractor
- Preparing a close out report

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Schedule of Quantities.

Approval certificates from the beneficiaries and the NHBRC and Final Unit Report (FUR) shall be a pre-requisite for the payment of the final 5% of the contract value.

c. Location of the Site

The area identified for the housing units are situated in East of Mdantsane, approximately 18km northeast of the East London Central Business District.

C4.1.2 Sub-Contracting

The Contractor may appoint such authorities and/or specialist subcontractors and suppliers as may be relevant for portions of the works. Subcontractors registered with CIDB & NHBRC registration.

The Contractor shall be responsible for all work carried out by sub-contractor. The Implementing agent (PA) or Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes

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related to payments, programming, workmanship, etc. unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

The Implementing agent/Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Implementing agent/Engineer to warrant such authorization include:

- a) Non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) Serious default or failure of appointed local sub-contractors;

The Implementing agent/Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract is likely to result in the successful completion of the portions of the Works concerned by local sub-contractors.

C4.1.3 Programme to be supplied by the Contractor

The Contractor’s programme 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 Implementing agent/Engineer, submit a revised programme.

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 Implementing agent/Engineer to take steps as provided in terms of the Contract.

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The approval by the Implementing agent/Engineer of any programme shall have no contractual significance other than the Implementing 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 Implementing 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.

C4.1.4 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 Implementing agent/Engineer in regards 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 Implementing 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, 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

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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 Implementing 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 Implementing 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.

C4.1.5 Site Facilities Required

The Contractor shall provide for the use of the Employer and the Implementing 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) A month prepaid airtime voucher for the Engineers representative
- k) Access to photocopying and printing facilities for the ER on site
- l) A copy of the JBCC Principal Agreement, 6.2 Ed, May 2018
- m) NHBRC Manuals Volume 1 and 2
- n) National Building Regulations

C4.1.6 Features Requiring Special Attention

a) Control of Water

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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 Implementing agent/Engineer. The terms “approved” and “directed” shall mean approved or directed by the Implementing 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.

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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

The contractor will allow for the testing of 150mm x 150mm x 150mm concrete cubes as instructed by the Engineer or a minimum of 3 cubes per 7.0m³ concrete discharged.

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 BCMM 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) Occupied Buildings

There are existing structures on the sites. The setting out of the new houses should be carried out in consultation with the approved beneficiary on site.

m) Access

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

n) Sectional Completions

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The contractor is required to complete a minimum of 40 units in the first 3 months and then a further 76 thereafter. The Contractor's PIP needs to be aligned with this sectional completion requirement.

o) Penalties

The contractor will be charged with penalties at the rate of R0.05 per R100 of the contract value per house not completed in line with his approved PIP. Incomplete shall mean that no completion certificate and NHBRC FUR has been issued to the contractor.

C4.1.7 Drawings

The following drawings form part of the tender document shall be used for tender purposes only.

Drawing no.	Description	Revision	Paper size
HDA/1.07/LM	Locality Map	0	A3
HDA/1.07/PS	Project Extent	0	A3
HDA/1.07/LP	Site Layout Plan	0	A3
HDA/1.07/TR1	Base Frame & Floor	0	A3
HDA/1.07/TR2	External panels with door and windows	0	A3
HDA/1.07/TR3	Internal panels with door	0	A3
HDA/1.07/TR4	Panels and Beams Layout	0	A3
HDA/1.07/TR5	External panels – no door & Roof details	0	A3
HDA/1.07/TR6	TRU Elevations	0	A3
HDA/1.07/TR7	ClearVu fence details	0	A3
HDA/1.07/TR8	Project Nameboard	0	A3

The Contractor will be supplied with 3 sets of unreduced paper prints of each drawing free of charge. Any additional prints will be for the account of the Contractor.

Only figured dimensions may be used, and the Drawings shall not be scaled unless the Contractor is so instructed by the Implementing agent in writing. The Implementing agent will upon written request provide any dimensions that may have been omitted from the Drawings.

C4.1.8 Community Liaison and Community Relations

The Contractor shall keep a good relationship with the community at all times. The contractor is required to appoint a Community Liaison Officer through the Project Steering Committee. The contractor should accommodate these items in the Scope of work.

C4.1.9 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

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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 Implementing agent/Engineer for examination, the Contractor shall furnish the Implementing agent/Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Implementing 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.

C4.1.10 Samples

The Implementing agent/Engineer may request samples of materials or standard of work that shall serve as a norm against which materials and workmanship on the contract will be measured. Should materials and workmanship not conform to the approved samples, they will be rejected. The Implementing agent/Engineer reserves the right to submit samples for testing.

C4.1.11 Notices, Signs, Barricades and Advertisements

Notices, signs and barricades as well as advertisements may only be erected where approved by the Implementing 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 Implementing 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.

C4.1.12 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.

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C4.1.13 Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the Daily Site Diary on a daily basis. In addition, the Contractor shall deliver to the Implementing 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.

C4.1.14 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 Implementing agent.

C4.1.15 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 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.

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(e) The Contractor shall sign the agreement bound into Section C1.2 of this document.

C4.1.16 Safety

The requirements of section C4.2 apply.

C4.1.17 Key Personnel

The Contractor shall furnish the Employer and the Implementing 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 Implementing 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.

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.

C4.1.22 Applicable standardised and particular specifications

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The Standard Specifications of the South African National Standards (SANS), the National Building Regulations (NBR), the National Housing Building Regulations Committee (NHBRC) Volume 1 and 2 and the Model Trades Preambles as published by the Association of South African Quantity Surveyors shall be applicable. These Codes and Specifications are not bound into these documents and it is the responsibility of the Contractor to make himself thoroughly acquainted with the applicable sections as no extras in this regard will be entertained.

A. SPECIAL CONDITIONS OF CONTRACT:

1. The contractor shall subcontract no more than 30% of the value of the contract.
2. The Contractor shall have a process of procuring sub-contractors that is transparent and acceptable to the Employer. The contractor shall enter into contract with the successful subcontractor based on their accepted tender submission. All sub-contractors must be appointed in terms of the JBCC Principal Agreement, Ed 6.2 (May 2018).
3. The Contractor shall remain responsible for the subcontracted portion of the work as if the work had not been subcontracted.
4. Tenderers are obliged to subcontract 30% of the building works to NHBRC registered subcontractors identified from within Buffalo City Metropolitan Municipality Supply Chain Data. A signed agreement to this effect shall be entered into between the main contractor and the subcontractor and a copy shall be submitted to the Implementing agent/Engineer as proof. Subcontractors are to be selected from the contractors' database available at the Municipality.
5. Selected subcontractors shall be registered with the NHBRC and the South African Revenue Services and shall submit to the main contractor valid original certificates of registration with the NHBRC (or any other valid proof if certificates are not issued anymore) and the Tax Clearance Certificate.
6. Tenderers are required to submit a certified copy of the Completion Certificate of their biggest Human Settlement project successfully completed or an original letter from the Client confirming that the Completion Certificate is in the process of being issued. This Completion Certificate must indicate the number of houses constructed. The tenderer must have been the main contractor on the project. Houses subcontracted from another contractor will not be accepted for this purpose.
7. Together with the Completion Certificate the Tenderer is required to furnish the details of the Client and Implementing agent together with telephone and facsimile numbers of both of these parties. Tenders will be deemed non-responsive should both of these parties not be contactable on the telephone and facsimile numbers provided by the tenderer.

Procedural Arrangements for subcontracting :

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a. The unit price to be paid to the subcontractor

The subcontracting agreement concluded between the main contractor and subcontractors shall specify the exact amount of money to be paid at the various stages and these payments shall be in line and identical with the main contractor's milestones for payment.

b. Definition of a local contractor

For the purposes of this tender, a local contractor shall be any of those contractors who are registered in the Buffalo City Metropolitan Municipality's contractor database.

c. Performance Targets

The targets in terms of the number of units to be completed by certain target times and the milestones for payment shall be explicit and aligned with those of the main contractor. All details related to the performance of the services agreed upon shall be contained in this section.

d. Ceiling for profit on the subcontracted units

The main contractor carries exactly the same responsibility on the subcontracted units as those he/she is building him/herself. By virtue of this responsibility and the embedded risk, the main contractor may expect to take a prudent amount from each of these units for his/her administration, responsibility carried, risk assumed and his/her overall management of the construction. The main contractor shall arrive at the quantum of this fee through a negotiated process with the subcontractor. This fee shall not exceed 10% of the basic subsidy amount as applicable at the time of signing the agreement.

e. Acceptance of the Subcontracting Agreement

Once the subcontracting agreement has been drafted by the main contractor and the subcontractor, this shall be submitted to the Implementing agent/Engineer and the Housing Development Agency for them to

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ensure that all the above conditions have been met before signing. Thereafter the agreement shall be ready for signing by the two parties and submission to the Implementing agent/Engineer.

f. Scope of Subcontracting

The scope of the subcontracting agreement shall be determined by the capacity of the subcontractor in agreement with the main contractor. A provision shall be made for those subcontractors who may wish to subcontract labour only. In the latter case and in any other case where the subcontractor may not be able to procure building material, the main contractor shall procure the material.

g. Termination of Subcontract Agreement

The conditions for termination of the agreement shall be clearly spelt out and shall be aligned with the terms for termination in the main contract.

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C4.2: PARTICULAR SPECIFICATION CONSTRUCTION HEALTH AND SAFETY

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PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION

Contract number is *HDA/EC/2023/001*

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Client

Housing Development Agency
PO Box 3209
Houghton
2041

Client Contact:

Jerry Makofane
Tel : 011 544 1000

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OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE

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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.

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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.

Project Details

APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE

1. LEGAL REQUIREMENTS

All Principal Contractor(s) / Contractor(s) entering into a contract with the **Housing Development Agency**. Shall, as a minimum requirement but not limited, comply with the following legislation:

- Occupational Health & Safety Act and Regulations (Act 85 of 1993).
- No R .84 – Construction Regulation 2014 and other relevant regulations
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993).

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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.

4.2 MANDATORY APPOINTMENT OF COMPETENT RESPONSIBLE PERSONS

4.2.1 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.

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

4.2.3 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.

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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.

4.2.4 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.

4.2.5 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.

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.

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4.2.6 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.

4.2.7 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.

4.2.8 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.

4.2.9 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.

4.2.10 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.

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4.2.11 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.

4.2.12 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

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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.

Copies of appointments / designations shall be submitted to the **Housing Development Agency**. Together with concise CV’s 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.

4.3 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.

4.4 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.

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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.

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.

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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
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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.

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4. 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.

5. 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;

6. TRAINING, AWARENESS AND COMPETENCY

6.1. 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

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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.

6.1.1. 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.

6.1.2. 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.

6.1.3. 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.

7. AUDITS, REPORTING AND CORRECTIVE ACTION

7.1. 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.

7.2. Other Audits

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

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7.3. 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.

8. INCIDENT REPORTING, RECORDING & INVESTIGATION

8.1. 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.

9. 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.

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

10. 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.

11. 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 fire fighting equipment by a competent person appointed in writing and keeping a register;

Annual inspection and service of fire fighting 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.

12. 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.

13. 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

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them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

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.

14. 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.

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PART B – SITE SPECIFIC REQUIREMENTS

15. 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.

16. 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.

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17. 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.

18. 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 cause a Collapse of the trench unless suitable shoring has been installed to be

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

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- 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.

19. 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.

20. 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.
- 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.

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21. 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.

22. 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.

23. 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.

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

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25. 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 signaling 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 / log book;
 - CV & MP to be fitted with two head and two tail lights whilst operating under poor visibility conditions;
 - no loose tools, material etc. is allowed in the driver/operators 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 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

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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.

26. 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.

27. 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.

28. 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 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,

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reasonably fire- resistant container, cage or room that is kept locked with access control measures in place and sufficient fire fighting equipment installed and fire prevention methods practiced e.g. proper housekeeping;

29. 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.

30. 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.

31. 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:
 - 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.

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32. 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.

33. 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 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.

34. PENALTY CLAUSE

Should at any stage of the construction work be found the that Principal Contractor is non-

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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.

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**C4.3: PARTICULAR SPECIFICATION
ENVIRONMENTAL MANAGEMENT PLAN**

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C4.3: Particular Specification Environmental Management Plan

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE
Tender No:	HDA/EC/2023/001

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.

PEM.5.1 SOIL

- (a) Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when

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- 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 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

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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.
- (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.

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- (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 land owners.
- (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
 - 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.

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- (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 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

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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.
- (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.

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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.

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

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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

- (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

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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 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

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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.

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C4.5: Contractor's Report

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C4.4: Contractor's Reports

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE
Tender No:	<i>HDA/EC/2023/001</i>

CONTRACTOR MONTHLY REPORT

Project No:

Project Name:

Contract No: **HDA/EC/2023/001**

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".

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

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Contract No: HDA/EC/2023/001 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
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1. Material from City Metropolitan Municipality		
2. Material from Amathole District Municipality		
3. Material from Outside the Eastern Cape		
4. Material from other areas within the Eastern 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				
Other – Please specify				
Total				

Completed

by:
Name Signature Capacity

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HOUSING DEVELOPMENT AGENCY REPRESENTATIVE INITIALS	HOUSING DEVELOPMENT AGENCY WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

PART C5: SITE INFORMATION

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SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C5.1: Site Information

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SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

C5.1: SITE INFORMATION

HOUSING DEVELOPMENT AGENCY	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE
Tender No:	<i>HDA/EC/2023/001</i>

C5: SITE INFORMATION

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SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

5.2: LOCALITY MAP AND DRAWINGS

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