**HARBOUR TERRACE BODY CORPORATE**

9 Boundary Road  
Green Point  
Cape Town

15 July 2024

*Via e-mail: foxmoss@isoft.co.za*

Attention: Maon Moss

Dear Maon Moss

**RE: SITE HEALTH AND SAFETY MANAGEMENT IN RESPECT OF HARBOUR TERRACE BODY CORPORATE – HARBOUR TERRACE**

Further to the recent discussions which took place, we wish to thank you for your interest in our company and are pleased to submit our proposal in respect of the above for your approval. Furthermore, we strongly recommend that we are granted the opportunity to present to you, in person, our Baseline Risk Assessment.

Upon confirmation that Comprac Energy (Pty) Ltd has been appointed to act as the Safety Agent for Harbour Terrace Body Corporate for the abovementioned project, Comprac Energy (Pty) Ltd will ensure that all the Health and Safety requirements are in place in order for Harbour Terrace Body Corporate to be legally compliant in terms of the OHS Act and Regulations.

1. **SCOPE OF SUPPLY**
   1. Upon receipt of notification from yourselves or the Project Manager as to which Principal Contractor is to be appointed and receipt of confirmation of the Professional Team members, Comprac Energy (Pty) Ltd will:
      1. Issue our standard Contractors Pack together with our Contractors Pack Control Register to the Principal Contractor which will include the following.

* Notification of Construction as per Construction Regulation 4 (1)
* Client Health and Safety Specification
* Construction Regulation 5 (1) (k) Appointment
* Mandatary Agreement, 37 (2), between the Client and Principal Contractor

The Principal Contractor will be required to return the following documentation to Comprac Energy (Pty) Ltd, which will be retained on the Master File:

* Completed Notification of Construction
* Copy of the Principal Contractors SHE Plan
* Copy of the signed Construction Regulation 5 (1) (k) Appointment
* Copy of the signed Mandatary Agreement, 37 (2), between the Client and Principal Contractor
  + 1. Issue the following documentation to the Professional Team Members:
* Mandatary Agreement 37 (2), between the Client and the Appointed Professional Team Members

The Professional Team members will be required to return the following documentation to Comprac Energy (Pty) Ltd, to be retained in the Master File:

* Copy of the signed Mandatary Section 37 (2), between the Client and the Appointed Professional Team Member
* Proof of current COID Letter of Good Standing
  + 1. Comprac Energy (Pty) Ltd will confirm the Notification of Construction Work to the Department of Labour, Construction Regulation 4.
    2. Approve the Principal Contractors Health and Safety Plans and review their Risk Assessments and monitor the implementation of the same.
    3. Create a Master File for the Harbour Terrace project, which shall include the following documentation:
* Construction Regulation 4 (1) Notification of Construction to the Department of Labour
* Copy of the Health and Safety Specification
* Principal Contractors approved SHE Plan
* Copy of the signed Construction Regulation 5 (1) (k) Appointment
* Copy of the signed Mandatary 37 (2) between the Client and the Principal Contractor
* Copy of the Principal Contractor’s COID Letter of Good Standing
* Where required, Comprac Energy (Pty) Ltd will develop a Management Protocol in conjunction with the Project Manager, which will include stipulations such as where the contractor laydown areas will be located; ablutions, access / egress control; roads and HR rules. This would then be presented to each Contractor and their employees as part of the site induction, by the Principal Contractor.
  + 1. In addition to the above, Comprac Energy (Pty) Ltd will ensure that the following documents are included in the Master File:
* List of Contractors and contact details (to be provided by the Client and / or Principal Contractor)
* Copies of Audit Reports
* Master File Audit Records
* Principal Contractor / Professional Team Inductions
* Copies of Minutes of Site Meetings
* Copies of Health and Safety Committee Meetings (where applicable)
* General Correspondence
* Department of Labour correspondence (where applicable)

The Master File will be retained and maintained by Comprac Energy (Pty) Ltd for the duration of the project, at the end of which period the files will be surrendered to the Client. The Principal Contractor will be required to submit his closeout documentation to the Client as per Construction Regulation 7 (1) c (e).

* 1. Prior to site establishment and, by arrangement, Comprac Energy (Pty) Ltd will conduct an initial Legal Compliance Audit of the Principal Contractor’s Health & Safety File as required in Regulation 5 of the Construction Regulations and submit the results thereof to the Client, the Project Manager and the Principal Contractor.

*It is to be noted that it will be incumbent on the Principal Contractor to affect the remedial action required for the subsequent final Review Audit.*

* 1. Conduct a Legal Compliance Review Audit to ascertain the subsequent legal compliance status.

*It is to be noted that, should the Contractor’s Review Audit still not meet the Minimum standard of 90% any further intervention from Comprac Energy (Pty) Ltd will fall outside of the scope of supply as specified above, and will fall under the terms of paragraph 2.2 below.*

* 1. Comprac Energy (Pty) Ltd will carry out site safety inductions for the Principal Contractor and the Professional Team. Thereafter it will be the responsibility of the Principal Contractor to conduct all other on-site inductions. The Principal Contractor will be required to provide proof of induction training for inclusion in the Site Health & Safety File.
  2. **In order to accomplish the monitoring requirement Comprac Energy (Pty) Ltd will appoint a competent Safety Practitioner to inspect the site on a XXXX basis to conduct full Health & Safety Site Inspections and submit reports, detailing inspection results and any remedial action required by the Principal Contractor and / or other Contractors.**
  3. Conduct random audits on subcontractors’ Site Files to ascertain compliance status.
  4. **Improvement Notifications, Contravention Notices and Prohibition Notices** – where applicable – will be issued to the Contractor concerned and copies forwarded to the Project Manager, which will require corrective remedial action by the Contractor. In the event that a “life threatening” situation develops on the site, due to negligence, or the lack of preparations, the activity will be terminated immediately and the Client and Project Manager / Site Manager will be consulted to establish the most cost-effective solution.
  5. Comprac Energy (Pty) Ltd will be available to attend Site Meetings, as determined by the Project Manager, where the Agenda specifies matters pertaining to Site Health & Safety and / or OHS Regulations.

**Comprac Energy (Pty) Ltd and it’s Agents reserve the right to allow Health and Safety Practitioners to work under the Agents auspices to gain experience and attend meetings as well as document reviews with Agents signed off.**

1. **FEE STRUCTURE**

Provision for Health & Safety Service: R 9110.0-00 per month excl. VAT

**Please note that all prices quoted exclude VAT and, are valid for a period of 30 days effective from the proposal date. In addition, that all prices quoted will escalate annually by 10%, commencing on the anniversary date of order confirmation.**

* 1. The *Annexure A* is a monthly payment schedule of the above fee for the duration of this project and is to be signed upon acceptance of this proposal. In the event that we are in receipt of a verbal instruction to mobilise our resources to commence service the Company will assume such verbal instruction to be legally binding forming the basis of our contractual obligation.
  2. Any additional intervention by Comprac Energy (Pty) Ltd that falls outside of the scope of supply – such as repeat Review Audits *(refer paragraph 1.3 above)* and extraordinary intervention where the Department of Employment & Labour is involved directly (such as Department of Employment & Labour enquiries) – will fall outside of this fee structure. This intervention will be invoiced separately (as and when required).
  3. Any buy-out requirements (i.e.: safety signs, medicals, first aid boxes, etc.) requested by you fall outside of the scope of supply.
  4. It is to be noted that the above figure **excludes overtime**, which, where work is required, will be charged at the overtime rate as per the Basic Conditions of Employment Act. All overtime must be authorised by the Project Manager. Any requirement for the Safety Practitioner to work overtime must be agreed, committed to writing, prior to the commencement of any such overtime intervention.
  5. Above cost is based on normal working hours as defined in the **Basic Conditions of Employment Act**.
  6. Please be advised that a Construction Permit is required, should a project start on 7th August 2018 and be 365 days or above and will involve more than 3600 person days of construction work, both the period and person days must be taken into consideration to be applicable, or-

The Construction Industry Development Board (CIDB) grading which are as follows:

Grade 7 = R60 000 000 and above

**No work may commence on site prior to receiving the approved Construction Permit.**

Should a Construction Permit be required as per the requirements set out above, a once off Construction Permit fee of RXX XXX-XX excl. VAT will be applicable and invoiced separately. (Delete this Sentence if not applicable)

* 1. It is to be noted that all prices quoted are subject to the proviso that the site/s are located within a 100km radius of our office. A separate fee proposal will be issued, on sites that fall outside of this radius.
  2. It is to be noted that the Proposal fee does not include the purchase of PROCSA Agreements. PROCSA Agreements are for the account of the Client and should a PROCSA Agreement be required, a separate invoice will be issued. (Change numbering if any of the above Paragraphs were deleted)
  3. Indirect / variables such as accommodation and live out allowance are for the direct account of Harbour Terrace Body Corporate. Accommodation requirements are a minimum 3 Star rating / Temporary housing solution. Any savings on indirect expenses are for the benefit of Harbour Terrace Body Corporate. (Delete this Paragraph if not applicable)
  4. Live out allowance of R150-00 per day are payable and for the direct account of Harbour Terrace Body Corporate. (Delete this Paragraph if not applicable)

1. **DURATION OF CONTRACT**
   1. The terms stipulated in this proposal will be effectively applied throughout the duration of this project; the duration of which will be XX (XX) months. When at any given time the project duration is for 15 days’ work, this will be invoiced as a full month.
   2. Should the project (overrun) exceed this duration, for whatever reason, an extension request should be submitted to Comprac Energy (Pty) Ltd before the overrun occurs by completing the Annexure “B” Proposal Extension Notification Form.
   3. Comprac Energy (Pty) Ltd must be instructed in writing should the project be suspended or concluded before schedule, for whatever reason, in order for Comprac Energy (Pty) Ltd not to continue with services and costs to the client. Failure to notify Comprac Energy (Pty) Ltd, will result in continued invoicing.
2. **PAYMENT TERMS**

**All Invoices will, by default, be e-mailed by the 25th of each month unless written instruction is given to invoice on an alternative date.**

**Monthly invoices are strictly payable within 30 days, after date of invoice.**

**2.5% interest on arrears amount will be charged per month should the 30-day payment terms not be honoured. Should Payment not be made 30-days after the interest date, all services will be suspended.**

* 1. It is to be noted that in terms of our Company policy, and in line with our internal administration procedures, it is an express requirement that Comprac Energy (Pty) Ltd is provided with a written instruction to proceed with the Scope of Supply as defined herein, prior to the commencement of any work and / or the mobilisation of resources to progress the implementation of the Safety Management Program on site.

1. **PURCHASE ORDER NUMBER**

If it is a requirement of the company that a Purchase Order Number be reflected on invoices issued in terms of this contract, the Purchase Order should be generated for the duration of this contract and submitted to Comprac Energy (Pty) Ltd before the first invoicing cycle.

**Please supply Purchase Order Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **FORCE MAJURE**

Neither party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by the other (other than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

We welcome the prospect of working with Harbour Terrace Body Corporate and are confident that we can look forward to building a long term mutually rewarding relationship between our respective companies. Comprac Energy (Pty) Ltd is committed to serving the best interest of our clients, in terms of both stringent legal compliance to the OHS Act and Regulations and to the general Health & Safety of all concerned.

We trust that this proposal meets with your approval and look forward to your further instructions.

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NAME SURNAME**

Designation

Comprac Energy (Pty) Ltd

[xxxxxxxxx@xxxxxxxxx.co.za](mailto:xxxxxxxxx@xxxxxxxxx.co.za)

Tel: (XXX) XXX XXXX

Cell: XXX XXX XXXX

1. **ANNEXTURE A**

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| --- | --- |
| **HARBOUR TERRACE BODY CORPORATE**  **HARBOUR TERRACE** | |
| **PAYMENT SCHEDULE** | |
| **Month 1** | R 9110.0 per month excl. VAT |
| **Month 2** | R 9110.0 per month exc. VAT |

|  |
| --- |
| **ACCEPTANCE OF PROPOSAL**  I, hereby accept this proposal for the project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_\_\_\_.  Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***Upon acceptance of this proposal (XX-XXXX-XX-XX22) - Please ensure that each page of the proposal is initialed.*** |

***DISCLAIMER***

*When discharging our services Comprac Energy (Pty) Ltd, its directors and servants, endeavor to the best of their ability to address the matters that are evident and, in their experience, require attention. This is normally reported by way of inspection reports/training provision/guidance and direction to the employer as required and contemplated in the OHS Act, where applicable the COID Act, the MHSA and local municipal bylaws. However, Comprac Energy (Pty) Ltd, its directors and servants, will accept no liability of any nature, whether in contract, delict or otherwise, for any losses, damages, costs or expenses whatsoever and howsoever caused, arising from or in any way connected to its mandate, except where such losses are caused by their gross negligence or willful delict*.